



# 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, June 17, 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.

**1. CALL TO ORDER**

**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 §551.071, Consultation with Attorney, to discuss and deliberate on legal issues pertaining to a lease agreement with American Golf for the Waterview Golf Course. (20 minutes)

**3. WORK SESSION (6:35 P.M.)\***

- 3A.** Update on North Texas Municipal water District (NTMWD) Stage 3 Water Restrictions (15 minutes).
- 3B.** Discuss the Herfurth Park Concept Design options from la terra studio. (30 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. Proclamations recognizing the 2014 Rowlett Arts and Humanities Commission's Writing Contest winners.
- 5B. 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 June 3, 2014, City Council Meeting and the June 10, 2014, City Council Work Session.
- 7B. Consider a resolution authorizing the Mayor to sign utility easement documents associated with a previously approved Cell Tower to be constructed at Waterview Community Park (8500 St. Andrews Lane).
- 7C. Consider action to approve a resolution for the purchase of 2,951 water meters from Aqua Metric Sales Company in the amount of \$431,903.72.
- 7D. Consider action to approve a resolution accepting the bid of and awarding a contract to Fryer Construction Company in the amount of \$214,850 for the total base bid and a ten percent contingency in the amount of \$21,485, resulting in a total project amount of \$236,335, for the Martha Lane Tank Water Main Improvements Project and authorize the Mayor to execute the necessary documents for said services.
- 7E. Consider a tree mitigation plan and related tree removal permit application for more than three trees associated with the Four Square Addition for property located at 2817 Main Street. (DP14-705)
- 7F. Consider action to approve a resolution accepting the proposal and awarding a contract for the Integrated Library System to Biblionix, LLC in the amount of \$68,250, including a five-year subscription for the Apollo hosted solution, and authorizing the City Manager to execute the necessary documents.

**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 appointing a Mayor Pro Tem as prescribed in the City Charter.
- 8B.** Consider action to approve a resolution appointing a Deputy Mayor Pro Tem as prescribed in the City Charter.

**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 13<sup>th</sup> day of June 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:** 06/17/14

**AGENDA ITEM:** 2A

**TITLE**

The City Council shall convene into Executive Session pursuant to the Texas Government Code §551.071, Consultation with Attorney, to discuss and deliberate on legal issues pertaining to a lease agreement with American Golf for the Waterview Golf Course. (20 minutes)



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**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 3A

**TITLE**

Update on North Texas Municipal water District (NTMWD) Stage 3 Water Restrictions. (15 minutes)

**STAFF REPRESENTATIVE**

Jim Proce, Assistant City Manager

**SUMMARY**

Staff will provide an update on the latest NTMWD water restrictions and related issues.

**BACKGROUND INFORMATION**

On March 4, 2014, staff provided the City Council an update on the NTMWD water restrictions. At that time, NTMWD Stage 3 restrictions were continued on a month-to-month basis.

**DISCUSSION**

On May 22, 2014, the NTMWD Board published a press release continuing Stage 3 water restrictions until October 31, 2014 (See Attachment 1). NTMWD has stated that more than ten percent reductions in conservation will be required to extend available water supplies until drought conditions ease.

As of June 1, 2014, the NTMWD Lake levels were as noted in the accompanying chart:

Supply Reservoir	Conservation Pool Elevation	Current Elevation (msl)	Down	Provides % of NTMWD Supply
Lavon Lake	492.00'	480.64'	-11.36'	30%
Jim Chapman Lake	440.00'	432.74'	-7.26'	15%
Lake Tawakoni	437.50'	429.33'	-8.17'	8%
Lake Texoma	617.00'	608.79'	-8.21'	28%

On May 29, 2014, the NTMWD Board published a press release where they discussed the dire concerns for the water supply. North Texas Municipal Water District (NTMWD) Executive Director, Tom Kula, called for unified efforts to extend and conserve water supplies throughout the summer (See Attachment 2).

Kula is quoted, "The rains experienced in the north Texas area this week helped, although not enough to change the current situation. Now it is your turn to help, I want to provide information for customers of the NTMWD so collectively we can take actions to conserve our precious water

supplies this summer. It's well known that we are years into an extended drought, and we've been here before."

As such, NTMWD has taken initiatives to get the word out to the region through their website, public service announcements, and meetings with member and customers cities.

Kula further stated, "Granted, the recent decision made by the NTMWD Board of Directors to extend Stage 3 watering restrictions through the summer (watering only once every two weeks) hasn't been a popular one, but it's a decision that had to be made and for the right reasons," stresses Kula. "The reservoirs that provide the water supply for NTMWD's customers are extremely low due to the extended drought. **Even with supply from Lake Texoma coming back on line, the potential for facing the decision to enter Stage 4 later this summer (no outdoor watering at all) is possible unless greater water reduction measures are implemented through the summer.** NTMWD thanks those cities and customers for their efforts in meeting or exceeding the 10% water reduction goals. **NTMWD's entire service area will need upwards of 15-20% water reduction for the entire summer in order to extend available water supplies until drought conditions ease.** That's where your help is needed."

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

If an additional five to ten percent reduction goal becomes a reality, such an action will result in declining Utility revenues. As a result, additional revenue shortfalls in the Utility Fund will result in additional adjustments to the budget.

At this time, staff is debating the possibility of Stage 3 water restrictions impacting FY2015. Discussions on strategies to address this concern in the long-term may include deferred maintenance, rate increases, or a rate surcharge to cover operations, maintenance, capital maintenance reinvestment/repairs. As Council is already aware, the City took action earlier in the year to reduce the Utility Fund Cash CIP by \$1.7 million due to the anticipated revenue shortfall directly resulting from the Stage 3 water restrictions. This strategy was implemented for FY2014 only. Continuing this level of deferred maintenance is not sustainable in the Utility system without compromising the integrity of the service delivery. Since the current situation is determinant on the drought conditions, staff will continue to monitor water and sewer revenues.

#### **RECOMMENDED ACTION**

No action is currently required; the item is being presented for information only.

#### **ATTACHMENTS**

Attachment 1 – NTMWD Press Release May 22, 2014

Attachment 2 – NTMWD Press Release May 29, 2014



## NEWS RELEASE

North Texas  
Municipal Water  
District

For Immediate Release  
Media Contact:  
Denise Hickey  
(972) 670-2711

### ***NTMWD Extends Outdoor Watering - Once Every Two Weeks Through October 31, 2014***

*Recent rains had no significant impact to lessen drought conditions*

(Wylie, Texas - May 22, 2014) The North Texas Municipal Water District (NTMWD) extends Stage 3 landscape watering with sprinklers or irrigation systems to once every two weeks through October 31, 2014. NTMWD needs greater than a 10% water use reduction to extend available water supplies until drought conditions ease.

“Every gallon we save now will help extend our water supply during the hot, dry summer months and until the drought has ended,” said Thomas Kula, executive director of NTMWD. “NTMWD consumers with automatic sprinkler systems should operate their systems manually to ensure the lawn is watered only when needed and within their cities’ guidelines,” Kula added.

Recent rain events had no significant impact to the reservoir level at Lavon Lake. Lavon Lake received less than a foot of rain inflow and remains 11.47 feet below the normal conservation level. Lake Jim Chapman received inflows but remains 6.92 feet below the normal conservation level. During the summer months, reservoirs can drop as much as ten feet in elevation due to evaporation and usage.

“It’s important to preserve the water supply to maintain adequate supplies for public health, sanitation, and firefighting capabilities,” states Kula. “No one can predict when the drought will ease, and we must all take the correct measures in conserving our water,” he continues. The Lake Texoma water supply coming online later this month will have a positive impact on the water supply; however, drought persists for Lakes Lavon and Chapman.

The Stage 3 water restrictions must remain in place and these actions are in response to, but not limited to, time of year and weather conditions as written in the NTMWD Drought Contingency/ Water Emergency Response Plan. “I encourage everyone to conserve and follow all water management strategies to prevent or delay the initiation of Stage 4.” said Kula.

For more information on water conservation, visit [www.northtexaswateriq.org](http://www.northtexaswateriq.org) or [www.ntmwd.com](http://www.ntmwd.com)

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North Texas  
Municipal Water District

## NEWS RELEASE

For Immediate Release  
Contact:  
Rick Ericson-214.706.6000

### **NTMWD Executive Director Calling For “ALL-IN TOGETHER” To Conserve Our Water Supply Turn OFF Your Automatic Sprinklers**

(May 29, 2014-Wylie, Texas) North Texas Municipal Water District (NTMWD) Executive Director, Tom Kula, calls for unified efforts to extend and conserve water supplies throughout the summer.

“The rains experienced in the north Texas area this week helped, although not enough to change the current situation. Now it is your turn to help,” states Tom Kula. “I want to provide information for customers of the NTMWD so collectively we can take actions to conserve our precious water supplies this summer. It’s well known that we are years into an extended drought, and we’ve been here before,” Kula continues.

The NTMWD was actually formed during the drought of record in the 1950s. In 1951, local leaders from ten communities unified and formed an association that led to legislation establishing the NTMWD. Today the NTMWD provides water supply and other vital services to 13 Member Cities and in total serves over 61 cities, towns, municipal utility districts, special utility districts, and water supply corporations. NTMWD serves approximately 1.6 million north Texans.

“Granted, the recent decision made by the NTMWD Board of Directors to extend Stage 3 watering restrictions through the summer (watering only once every two weeks) hasn’t been a popular one, but it’s a decision that had to be made and for the right reasons,” stresses Kula. “The reservoirs that provide the water supply for NTMWD’s customers are extremely low due to the extended drought. Even with supply from Lake Texoma coming back on line, the potential for facing the decision to enter Stage 4 later this summer (no outdoor watering at all) is possible unless greater water reduction measures are implemented through the summer,” Kula continues. “NTMWD thanks those cities and customers for their efforts in meeting or exceeding the 10% water reduction goals. NTMWD’s entire service area will need upwards of 15-20% water reduction for the entire summer in order to extend available water supplies until drought conditions ease. That’s where your help is needed.”

The NTMWD Board took all factors into consideration in making this important decision. With lawns receiving watering once every two weeks, it is understood that lawns may suffer this summer. However, it is critical that our existing water supplies be preserved to maintain adequate supplies for our highest priorities - public health, sanitation, and firefighting capabilities. If Stage 4 restrictions were necessary, they would result in greater impacts than just no outdoor watering, potentially hurting many businesses as well as the local economy.

“There is a way we can all help to lessen and possibly prevent future Stage 4 restrictions,” Kula cites. “Most homes, businesses, and community areas are equipped with automatic sprinkler systems that account for over 50% of water use this time of year. As part of the action taken by the NTMWD Board of Directors, this is a call for all customers served by the NTMWD to do what's needed - Turn Off your automatic sprinklers and only operate your systems manually to ensure the lawn is watered only one day every two weeks, when needed, and within your cities' guidelines.” Kula continues, “Operating systems in this manner will provide the greatest control of the biggest water users, the automatic sprinklers.”

Customers of the NTMWD should refer to their city's web site for instructions for their days to water, when they should manually turn their irrigation or sprinkler system on, and remember to run only a normal cycle, not an extended cycle that may overwater the lawn. NTMWD customers should also refer to guidelines for acceptable smart “low water use” ways to water trees, shrubs, and plants so they survive the summer, and guidelines for protecting your home's foundation. “Should we get some much needed rains in the right amounts that raise our reservoir levels and allow us to ease these current restrictions, we will certainly do that,” Kula commits.

“Although the current situation seems dire, it is temporary. But because we do not know when this temporary situation will end, it is important that we all do our part to extend our current strained water supplies,” states Kula. “This region is known for its unity and cooperation. The District was created with the vision of “Regional Service through Unity” and that motto stands strong today and will for the future. We will be tested this summer as it will be tough to stay within the guidelines.” Kula continues, “Now that we understand what's at stake, collectively we can do the right thing. Do your part now, turn off your irrigation and sprinkler systems, and remind your neighbors the importance of the Stage 3 restrictions...that we are “ALL-IN TOGETHER!”



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 3B

### **TITLE**

Discuss the Herfurth Park Concept Design options from la terra studio. (30 minutes)

### **STAFF REPRESENTATIVE**

Jermel Stevenson, Director of Parks and Recreation  
Keith Flournoy, Parks Manager

### **SUMMARY**

Herfurth Park has been identified as a key amenity in the redevelopment of downtown Rowlett. The purpose of this item is to provide the recommended master plan concept design by la terra studio.

### **BACKGROUND INFORMATION**

As indicated above, Herfurth Park has been identified as a key amenity in the redevelopment of downtown Rowlett. In 2012 a plan to redesign the park began to be discussed. A part of that discussion included the type of park Herfurth would be in the future and how it would serve as a downtown park. In 2013 the park was identified by City Council as a potential site for Kids Kingdom. In 2014 staff was asked to continue developing a master plan for the park that would be inclusive of Kids Kingdom or recommend a type of playground to put at the redeveloped park.

During the March 2014 Parks and Recreation Advisory Board meeting, City staff, along with a representative from la terra studio, presented four concepts for Herfurth Park. It was the fourth concept the Parks Board chose to send forward as a recommendation to City Council. This concept represents a dog park, water feature, connectivity to the adjacent neighborhood and school as well as space for Kids Kingdom.

One of the key points of discussion during the board meeting was the placement of Kids Kingdom at Herfurth Park. After considering the overall vision of downtown, the Parks Board voted to recommend the concept without the placement of Kids Kingdom in the park. Instead, the Board recommends a large playground but not Kids Kingdom.

### **DISCUSSION**

**Concept 1:** Concept one creates a large passive recreation park with a large water feature as the main amenity. Programming would be based at a multi-use pavilion centrally located in the park. Long trails and boardwalks meander along the water's edge. Large open space lawns provide area for large events or open play. Parking is mainly on-street along the sides of the park roads.

**Concept 2:** This concept provides a classic axial design with several focal points along a central axis of the park. A dual sided pavilion is located in the upper portion of the park that can

serve large or smaller more intimate performances. The lower portion of the park provides open space fields, and area for a playground, spray ground as well as a neighborhood dog park. Parking is provided by surface lots along the sides of the park as well as at the southern end adjacent to the heavier uses.

**Concept 3:** Concept 3 uses land forms and sculpture to create outdoor spaces throughout the park. Berming and mounding will be used to create an undulating terrain and add interest to the otherwise flat site. This concept also includes an area at the northern end along Main Street that may contain reserved spaces for food trucks and a space for park visitors to enjoy their meal.

**Concept 4 (Preferred):** The preferred concept is a modified version of Concept 2. Added to the concept is a water feature adjacent to the dog park to help draw visitors into the park. Parking areas have been adjusted and additional space for a concept playground was determined desirable. The dog park would be sized correctly to provide an amenity for downtown residents, realizing this site is not the location for a City-wide supporting dog park. The food truck plaza from concept 3 may be incorporated into the area to the north of this plan.

Each of these concepts can be developed with a range of finishes, amenities, and final build out. It is feasible that in order to transform the current Herfurth Park into a high design, multi-use, downtown amenity as presented here, the cost could range from \$4 to \$6 million.

To date, the concepts presented have not been developed to the level of precise cost estimation. With final direction and potential realistic budget expectations, the design can be developed further to realize potential costs. Extremely important in the concept is the connection to future improvements in downtown and how the vision fits into the redevelopment of downtown. Currently, efforts to coordinate this park design and other downtown efforts are underway.

## **FINANCIAL IMPLICATIONS**

The estimated cost for this concept is approximately \$4 to \$6 million. A possible funding source would be a bond item as a part of the bond election scheduled for May 2015.

## **RECOMMENDED ACTION**

City staff seeks direction from Council for the following questions.

- Is Council in agreement with the preferred concept plan as recommended by the Parks Board?
- Should Herfurth Park be included as a part of the bond election in May 2015?
- Is Council in agreement with the recommendation of the Parks Board to rebuild Kids Kingdom at Pecan Grove Park.

## **ATTACHMENT**

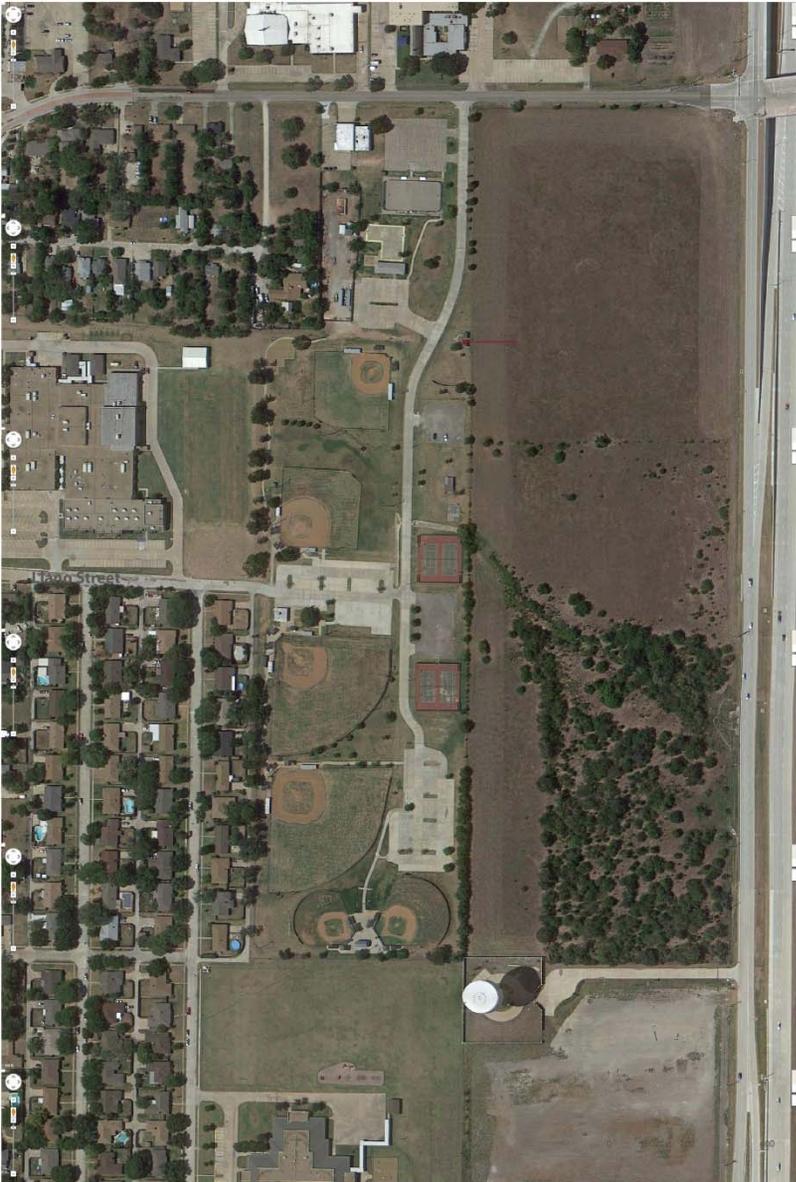
Exhibit A – Master Plan Concept PowerPoint (inclusive of four concepts for Herfurth Park redevelopment)

# HERFURTH PARK

~ key to the downtown transformation ~



Where we are today

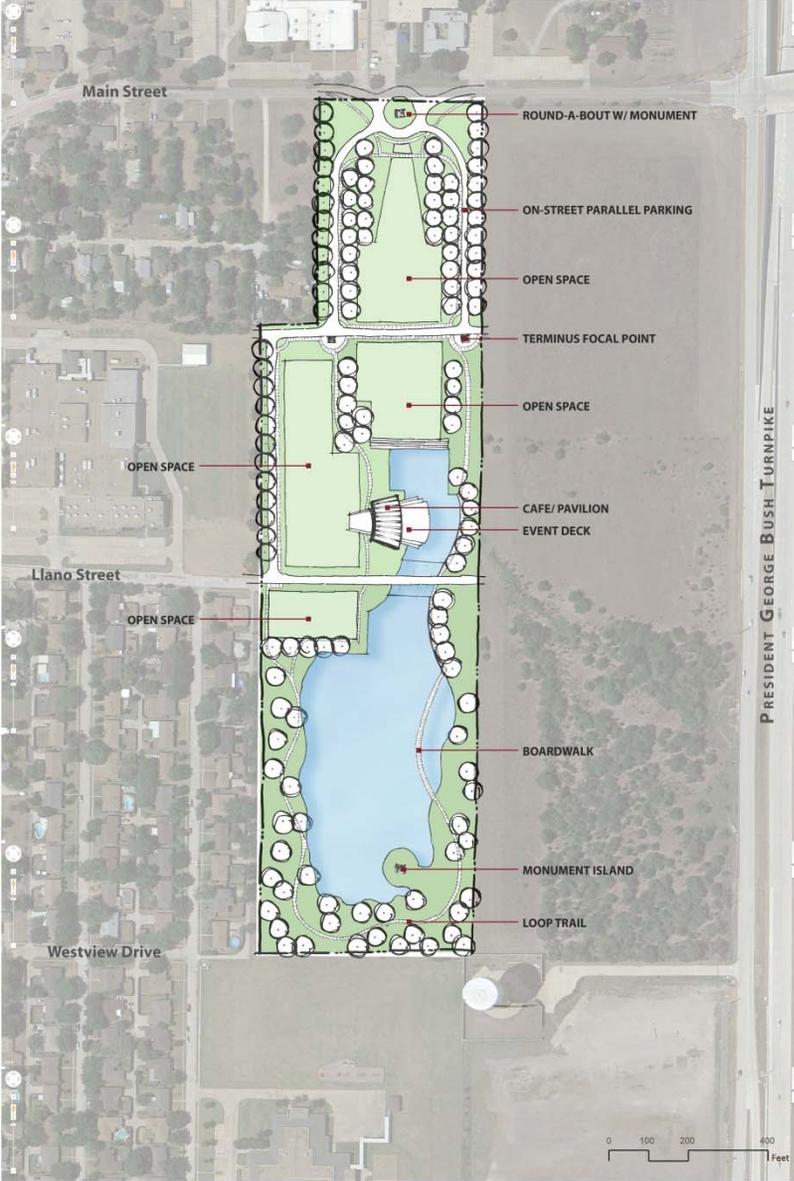




HERFURTH PARK - CONCEPT MASTER PLAN SKETCH

CONCEPT 1

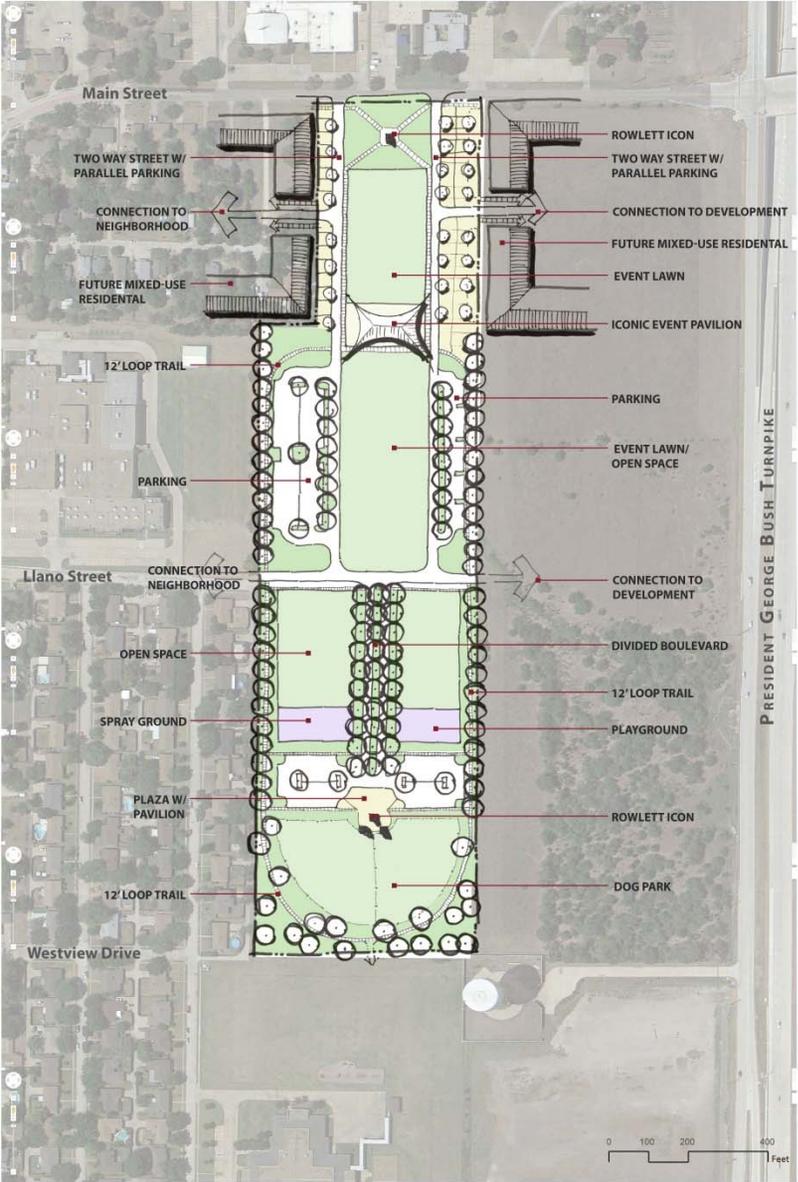
Concept 1



HERFURTH PARK - CONCEPT MASTER PLAN SKETCH

CONCEPT 2

Concept 2



HERFURTH PARK - CONCEPT MASTER PLAN SKETCH

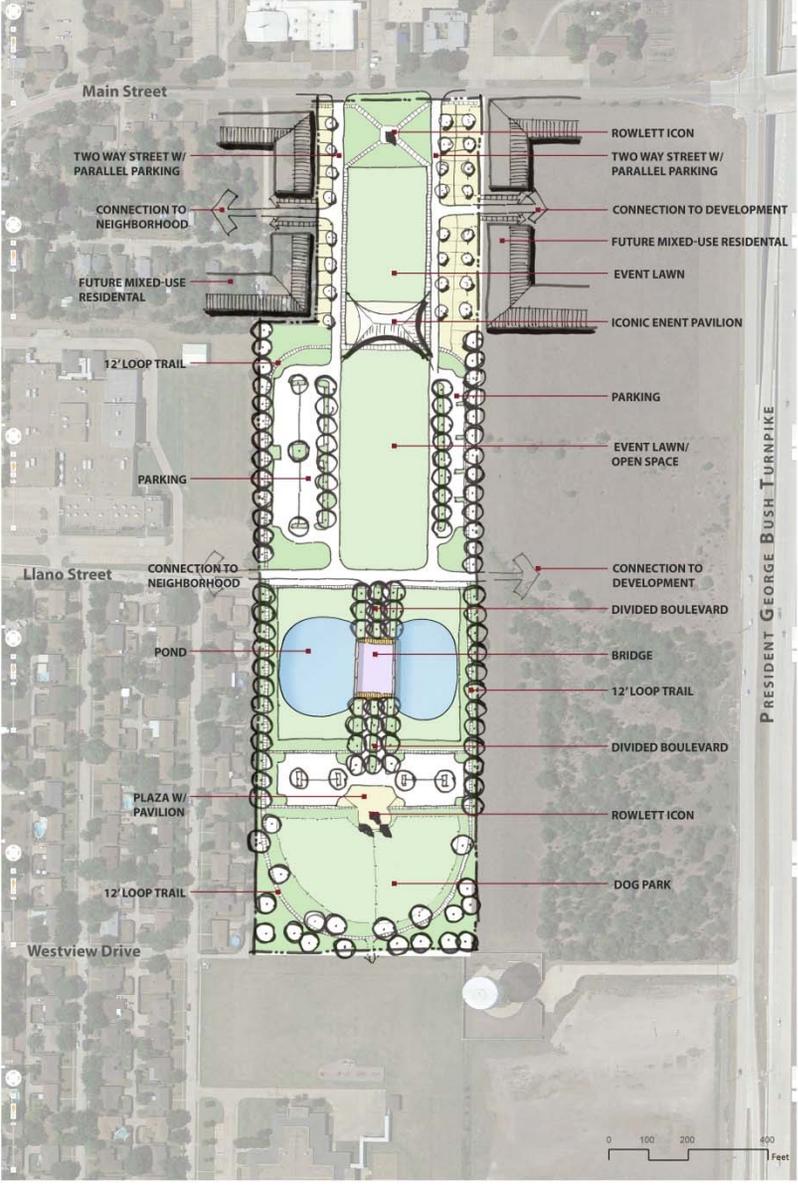
CONCEPT 3

Concept 3



HERFURTH PARK - CONCEPT MASTER PLAN SKETCH

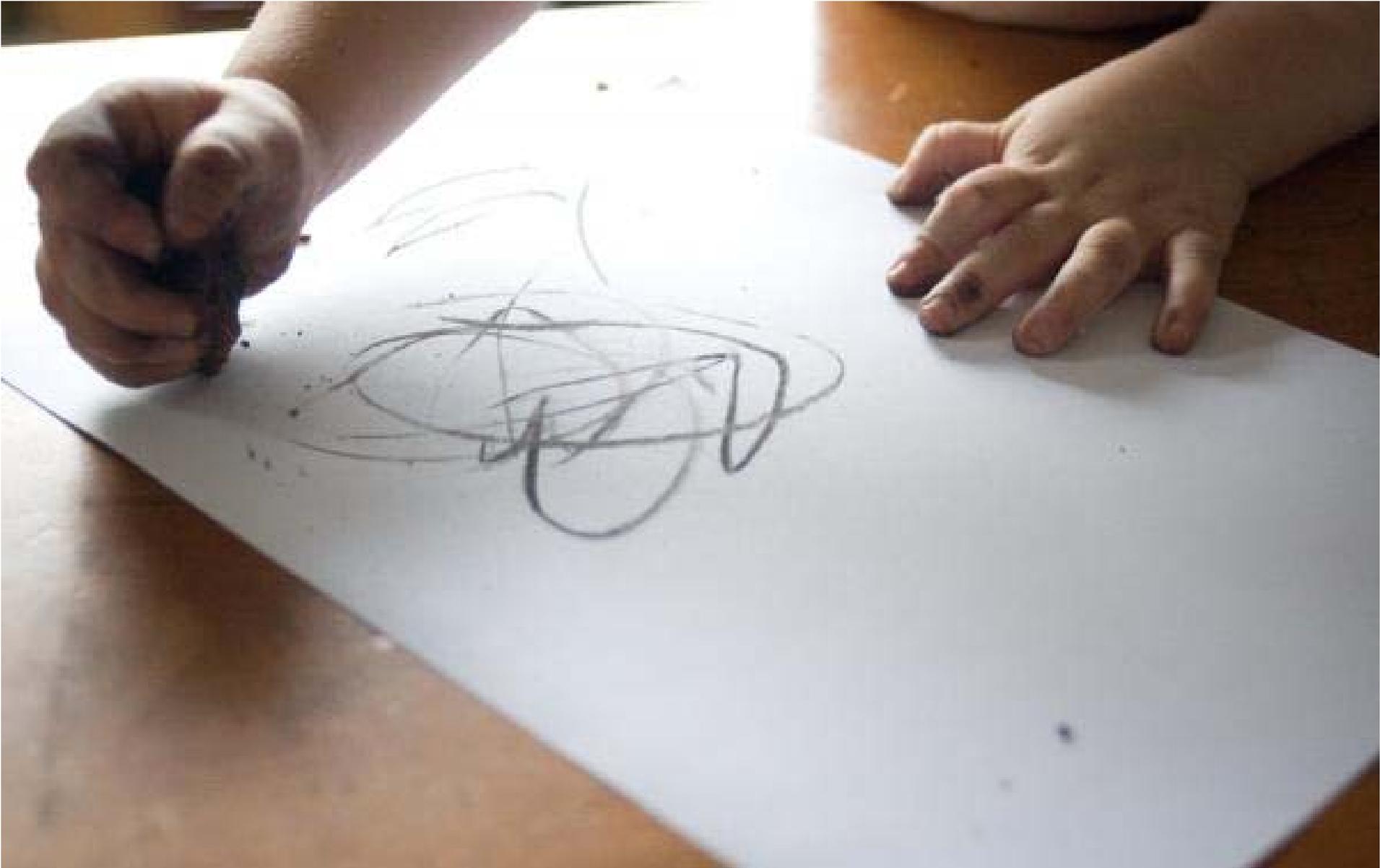
CONCEPT 4



Preferred Concept



# Concept Integration



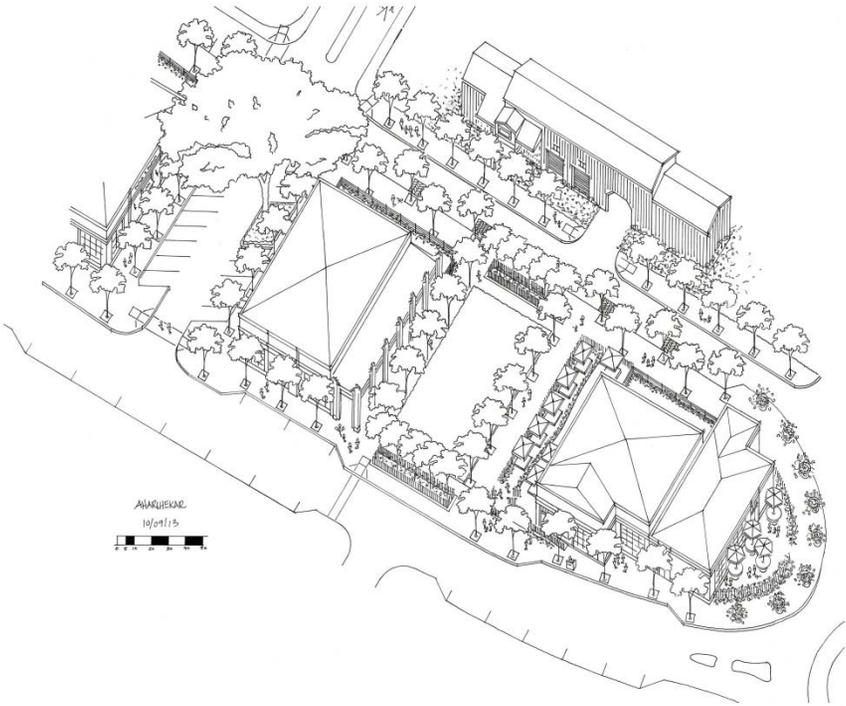
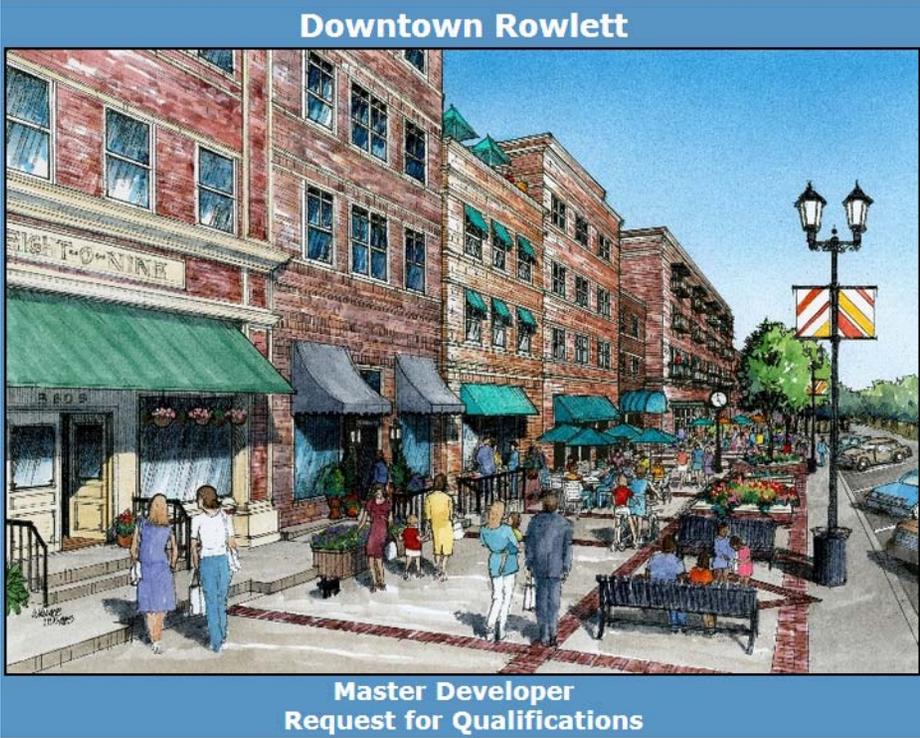
## Programming

The park should support downtown redevelopment and provide recreation opportunities to new residents and visitors.

- Rowlett Identity and Vision
- Iconic architecture
- Event/Open space
- Water feature
- Trails
- Connections to neighborhoods, schools, and retail



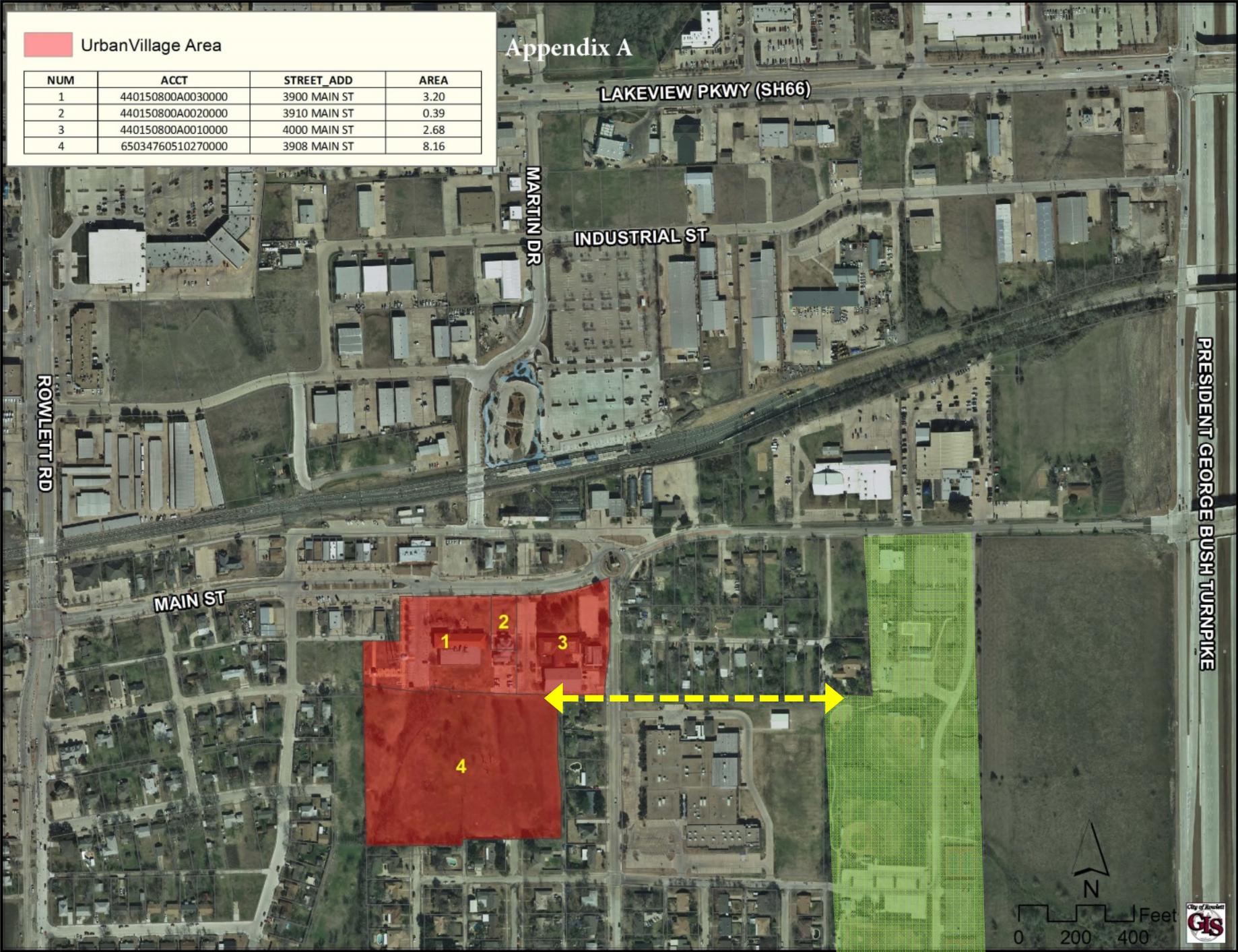
# Downtown Transformation



Appendix A

UrbanVillage Area

NUM	ACCT	STREET_ADD	AREA
1	440150800A0030000	3900 MAIN ST	3.20
2	440150800A0020000	3910 MAIN ST	0.39
3	440150800A0010000	4000 MAIN ST	2.68
4	65034760510270000	3908 MAIN ST	8.16



Kids Kingdom at Herfurth Park - Site Options



Kids Kingdom





# Hope Park Frisco

+/- 16,500 sf  
200+ Parking spaces

## Next Steps



- Meeting with Master Developer for Park Connections
- Playground Case Studies
- Concept Refinement



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

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**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 5A

**TITLE**

Proclamations recognizing the 2014 Rowlett Arts and Humanities Commission's Writing Contest winners.

**STAFF REPRESENTATIVE**

Kathy Freiheit, Director of Library Services

**BACKGROUND INFORMATION**

The Arts and Humanities Commission's writing contest is a regional competition sponsored annually. Its purpose is to encourage and reward excellence in written communication skills. The contest is open to all youth and adults with an interest in writing.

Entries are judged on originality, content, creativity, relevancy, structure, and the intangible: how the work touches the reader. No more than one entry is allowed per participant per category, and all works are presented anonymously for judging.

**DISCUSSION**

The Writing Contest has two divisions: Youth (students in grades one through twelve) and Adults (18 years and older). Within each division, there are three categories: Poetry, Short Stories, and Short Works, which is comprised of plays and essays. This year, the Arts and Humanities Commission received a total of 69 entries, 58 Youth and 11 Adult.

Joseph Daun, Art Department Head at Texas A&M University-Commerce, served as judge for this year's contest. Professor Daun holds a Bachelor's of Fine Arts degree from Florida State University, and an MFA from the University of Texas at San Antonio. Mary Drayer, Chair of the Arts and Humanities Commission, will present individual cash awards of \$100 to Adult winners and \$50 to the winners of the Youth division.

Winners for the 2014 Rowlett Arts and Humanities Commission Writing Contest are:

Adult Division – Poetry category: Ruth Wharton for her poem entitled, "Going Home."

Adult Division – Short Story category: Ruth Wharton for her short story entitled, "How Ralph Changed His Ways."

Adult Division – Short Works category: Jan McSwane for her short works entry, "Snake Blvd."

Youth Division – Poetry category: Michael Nguyen for his poem entitled, "Broken Mirror."

Youth Division – Short Story category: Scott Crowell for his short story entitled, “The Meditation of Wolfgang.”

Youth Division – Short Works category: Gabriella Munoz for her short works entry, “Crack the Code.”

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding will come from account code #106-6059-480-79-30, which has a current balance of \$1,675. The account will have a balance of \$1,225 after payment of \$450 in First Place awards noted above.

### **ATTACHMENTS**

Attachment 1 - Winning Entries

Attachment 2 - Proclamations

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Adult  
Category – Poem  
“Going Home”  
by Ruth Wharton

# Going Home

Pitted, pasty, wasted

Fat, flabby, saggy

Bumpy, lumpy, grumpy

Lines, wrinkles, crinkles

Aged, old, curmudgeon, crone

Endless stories, on and on.

Gray and white flyaway wisps.

Double chins and thinning lips.

Giant print, nose on page

Squint to see through cloudy haze.

Mouth turned down, drooping, drooling.

Oatmeal, soup, tapioca pudding.

Partial plates, molars missing.

Gnarled and swollen fingers twisting.

Tottering, limping, shuffling about

Hips are broken, knees give out.

Ringling, whispers, distorted sound

Words no longer clear or loud.

Pain, chronic, swallow tablets

Visit doctors, form new habits.

Muddled thoughts, confusion, fear.

Mind slipping, darkness near.

Strength ebbing, almost dead

But only hope, no fear or dread.

My body lowered in the grave.

Division: Adult  
Category: Poem  
Entry #: AP4

A last good-bye unseen I wave.  
Forever always, near the Throne.  
Brand new body, brand new home.  
On the cross His life He gave.  
My sins He took my soul to save.  
No more time is left to measure.  
Joy and peace, eternal pleasure.  
Family and friends, Peter and Paul  
Disciples, apostles, patriarchs, all.  
Through the Veil I finally pass  
True life, now mine; I'm home, at last.

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Adult  
Category – Short Story  
“How Ralph Changed His Ways”  
by Ruth Wharton

## How Ralph Changed His Ways

“Belinda Bell was gorgeous. She looked like she was twenty. Big green eyes, long strawberry blond hair. Curvaceous curves in all the right places--which she showed off every day with tight jeans and low cut shirts.” Ralph’s face and neck turned pink as he remembered.

“So? Get on with it, Ralph. How did that girl ‘straighten you up’ as my mom says?” LB asked.

“If she hadn’t been so mean to me, I would probably be in prison or an addict today. Now, shut up and I’ll tell you what happened.”

Ralph smiled, closed his eyes, and continued. “I was in tenth grade and had a huge crush on the luscious, voluptuous Belinda Bell. We had Social Studies together. She sat across from me at the back of the room. A couple of nerdy girls sat near us but Belinda refused to talk to nerds. So she talked to me, leaning over so I couldn’t help but see all that was hanging out her shirt. She’d toss her hair so that it covered half her face, then look out from under her eyelashes. I couldn’t focus on social studies, just Belinda Bell...” Ralph’s face was glowing red. “Well, anyway, I thought she really liked me. I was too dumb to realize she flirted like that with all the guys. It’s just the way some girls are. But I didn’t know that then.

“So, one day I got brave and asked her to the Spring Dance. She said, Ralph made his voice high pitched and sassy as he imitated Belinda Bell, ‘Are you kidding me? What kind of a girl do you think I am? I don’t go with losers who hang out with lowlifes.’ I said, ‘What are you talking about, Belinda Bell?’ Then she said, ‘Give it up, Ralphie Baby, you’ve been to alternative school every year since we were in fourth grade. And all your friends have been to alternative school, too. Most of them do drugs, and some have been to jail more than once.’ Her eyes weren’t half closed looking at me in that special way like before. They were squinty and had turned from green to black. I wouldn’t have been surprised to see fire blaze out of them.

Division: Adult  
Category: Short Story  
Entry #: ADSS7

“Then she said, ‘and you! You are a lazy idiot and you act like a fool... throwing fits every time a teacher corrects you or anyone tells you to do anything. Yelling, kicking, throwing stuff, cussing, strutting around, trying to make everyone think you’re so tough. Well, you don’t look tough. You look like a great big two-year-old throwing a tantrum. You’re just another loser, which is really too bad, ‘cause you’re also kind of cute. And I think you’ve got enough brains to be smart if you weren’t so lazy. Now leave me alone. Don’t talk to me anymore, ever again, forever! Or at least, not until you grow up and start acting like a man.’

“Then she turned around in her desk real fast and flipped her hair. She crossed her arms over her chest and stuck her nose up in the air. The whole class was laughing, even our teacher Mr. Hargrove. They were clapping and ‘whoot-ing’ and saying ‘Yeah, that’s right, Belinda Bell!’ and ‘It’s about time somebody told Ralphie the truth’ and ‘Grow up, Ralphie Baby!’”

LB’s eyes were big as saucers. “Did you start crying, Ralph?” he asked.

“No, LB! I was a sophomore in high school. But I was so mad I felt like picking up my desk and throwing it against the wall and cussing every cuss word I could think of. But with the whole class agreeing with Belinda Bell, I didn’t want to have a fit and prove she was right. So I thought real fast. Then I started laughing and said, ‘Belinda Bell, did you really think I was serious, asking you to the dance? I wouldn’t be caught dead with a fat, carrot-head like you!’ She jumped out of her desk and before I knew what happened she slapped me so hard across the face I fell out of my desk. By now the class was standing up, cheering and whistling. Mr. Hargrove was trying to look stern but he couldn’t keep from laughing. So he got between me and Belinda and whispered in my ear that I should grab my books and leave. So, I went to study hall. But first I went to the bathroom. There was a bright red handprint on my face where Belinda Bell had slugged me. The rest of the day, and for the next few weeks, kids were either laughing at me or congratulating me, depending on how they felt about

Belinda Bell. A lot of the kids—well, girls mostly—didn't like her, or were jealous, so they were glad I'd called her a fat carrot-head.

“The next day Mr. Hargrove called me in for a conference. I figured he was going to yell at me. But he didn't. He asked what I planned to do after graduation, if I graduated. And what I saw myself doing when I was twenty-five. I'd never thought about any of that stuff. Anyway, by summer I had some goals and plans for meeting the goals.”

“I still don't get how that girl helped you. Did she go to the dance with you?” LB asked.

“No, but she did show me I was a loser and Mr. Hargrove helped me believe in myself. My junior and senior year I worked hard and got good grades and made new friends. It wasn't easy but it was worth it. So now, here I am, all “straightened up.” Another year left of college and three part-time jobs. But if I hadn't been a fool for so long and had gotten good grades my freshman and sophomore years, too, I would probably have gotten a scholarship and already be graduated.”

“LB, your mom has talked to me. She's really worried. If you keep going like you're going, you'll eventually end up in juvie or even prison. It doesn't have to be that way. You're as smart as I am, maybe smarter. You just need to figure out what you want in life and then make some changes. Get that chip off your shoulder. I know you've got troubles in your family. Everybody does. But you won't always be a kid. What you do—or don't do— as a kid sets the course of your life. But let's talk about this over a burger, OK?”

“OK. Then tell me more about Belinda Bell. Did you ever get to go out with her?” said LB.

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Adult  
Category – Short Works  
“Snake Blvd.”  
by Jan McSwane

# SNAKE BLVD.

A COMEDY/DRAMA PLAY

**Division: Adult**  
**Category: Short Works**  
**Entry #: ASW2**

# SNAKE BLVD., A COMEDY/DRAMA

## CHARACTERS

LEE – Amy’s friend, eighteen years old

AMY – Lee’s friend, eighteen

CODY – A cute hot dog vendor, twenty-three

BRANDY – Lee’s dog

Various extras.

**SETTING:** The action of the play takes place present day, in Hollywood, California.

# SNAKE BLVD., A COMEDY/DRAMA

## ACT ONE

*AT CURTAIN: The lights come up on Hollywood Blvd., and Lee and Amy lounging on their balcony watching talkative shoppers going in and out of stores. Downstage, a pet parade marches up and down the street with people entering and exiting at both ends. Center stage has two businesses, a pet store, and an appliance store, both with entrances/exits. Their windows are filled with animals and televisions. Lee and Amy's apartment is located above the businesses. Cody and his vendor truck are stage left.*

*AMY, (points to the parade):* Look at that guy, Lee. He's got a snake.

*(Lee pulls down her sunglasses).*

LEE: Ewww. I don't like snakes.

AMY, (*looks around*): Everybody's got a snake! I thought this was a pet parade, not a snake parade.

LEE, (*holds up Brandy, who's dressed in a tutu*): Brandy wants to see handsome puppies, not dumb ole snakes.

AMY: There are a few dogs, but mostly it is snakes. Tons and tons of snakes! How can life get any worse? I can't imagine! Look at that one over there—it's huge! It could swallow a person whole! Maybe two at the same time! What are all those people thinking—having a snake for a pet? That's no pet—that's a nightmare! And look at that little foo foo dog—that monstrosity of a snake is eyeballing it. What is that owner thinking? (*Yells*) Hey, watch out! That snake's going to wolf down Fifi before you know it. (*Grumbles*) I don't like all those snakes. I want to pet horses and talk to parrots and watch dancing dogs and...

LEE: Dance, Brandy.

*(Brandy dances. Amy laughs and pets Brandy).*

LEE: It's not all snakes, Amy. (*Points*) Look, that person has a cat.

AMY: Yeah, I see. (*Flaps her hand around*) And there are some birds...and ferrets...and one guy even had a skunk...But there are still way more snakes than there are cute, fluffy things. I'm not happy.

LEE: I don't think I would call a skunk cute and/or fluffy. Do you think any of those snakes are poisonous?

AMY: They would have to keep poisonous ones in a cage or something, wouldn't they? I mean, snakes can't be trained like dancing dogs (*She pets Brandy*)...and talking birds.

LEE: Well, you know how they have a cobra in one of those wicker basket things. And a charmer guy that plays a flute thingy...

AMY: I don't like cobras. They rise up and look you in the eye. And they sway.

LEE, (*puts her hand over Brandy's eyes*): Don't look at those big bad snakes, Brandy. They'll give you nightmares.

AMY: I'm hungry. (*She leans over the rail and yells down to Cody*) Hey, would you throw up—Lee, do you want a hot dog?

LEE: Sure.

AMY: Hey, will you throw up a couple of hot dogs, please?

CODY: Sure. *(He tosses them to Amy).*

AMY: Thanks. How much do I owe you?

CODY: They are on the house.

*(Cody winks at Amy and she blushes. Lee watches this exchange).*

LEE: You like him.

AMY: No, I don't.

LEE: Yes, you do.

AMY: No, I don't.

LEE: He's cute. And he likes you, too.

AMY: Bite me.

CODY, *(yells up)*: You girls got any plans today?

*(Amy eats and ignores him).*

LEE: We're going to the Academy Awards.

CODY: Wow! How did you get tickets?

LEE: My dad's got connections.

CODY: Well, have a good time. By the way, I'm Cody.

LEE: I'm Lee and this is Amy.

*(Lee elbows Amy and she nods at Cody).*

CODY: Nice to meet you.

LEE: Are you going to stay down there with all the snakes?

CODY: Sure. Why not?

LEE: There might be poisonous ones.

CODY: I'll take my chances.

LEE: Amy and I were thinking that they might have a cobra in a wicker basket with one of those charmer guys.

CODY, *(looks around)*: He was just here.

AMY, *(sits up)*: A cobra was just here?

CODY: The snake charmer and his helper were just here in front of the pet store—don't know where they went...

AMY: And there was a real live cobra with them?

CODY: Yeah.

*(Cody sees that he has a customer).*

CODY: Gotta go. Yes sir, what can I get for you? *(He waves bye to the girls and goes back to his cart).*

AMY: This is disturbing.

LEE, *(points)*: Hey, there's your friend. He'll make you feel better.

*(Amy stands up and waves. A preacher waves back. They converse in sign language for a while. They wave bye and Amy sits back down. The preacher stands in front of the businesses and preaches in sign language to the passersby's).*

LEE: What did ya'll talk about?

AMY: The Academy Awards—he's really into that kind of thing. Who would've thunk? *(She sits back down).*

LEE: Have you ever noticed how dog owners look like their pets? Look at that skinny woman with the greyhound.

AMY: Too funny. *(Points)* Oh no, Lee! *(She shakes Lee's arm)* Look at that guy with the bull dog!

*(The girls burst out laughing).*

LEE: Which is which?

AMY, *(chuckles)*: Which one's the owner and which one is the bulldog?  
That's a good one, Lee. *(Points)* Look at those two shaggy one's going into the pet store.

LEE, *(chants and points)*: And the bug-eyed Chihuahua and his bug-eyed owner. And the curly-haired girl and her curly-haired poodle. And the pug-nosed dog and his pug-nosed owner...

*(There is a commotion below).*

LEE: I wonder what's going on. Ask your preacher friend. No wait, ask Cody.

AMY: I'll ask my preacher friend.

*(Amy signs to the preacher. He signs back and points to a guy holding a wicker basket and looking around).*

LEE: What did he say?

AMY: He thinks the wicker basket guy can't find his cobra, but something about the charmer guy maybe having him... We're safe up here, don't you think?

LEE: Oh yeah. A snake couldn't get up here.

*(Everybody points to Lee and Amy).*

LEE: What are they pointing at?

AMY: They're pointing at us.

CODY: Girls, just stay still.

LEE: Why?

CODY: Trust me. Don't move.

*(People are gasping. The preacher starts signing wildly).*

AMY, *(dreadfully)*: There's a snake behind us, isn't there?

CODY: Yes. But if you stay still—

*(The girls whip around and see a cobra swaying above them. They scream).*

CURTAIN

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Youth  
Category – Poem  
“Broken Mirror”  
by Michael Nguyen

## Broken Mirror

It's times like these when I look at myself,

Withering away in the deep dark sea.

The end is not the answer for my health.

I run, I scream, the mirror breaks, I flee.

Dripping down, the scarlet flowers flow by

As my night gets dimmer. I awake to

See my days and nights filled with endless skies.

The darkness comes with a bright vengeance who

Triggers memories and thoughts that cut through.

The mirror breaks, who am I again. I

Patter through the dark forest with a new

Perspective on life. That's how I should lie.

It's times like these when I want to see me;

**Division: Youth  
Category: Poem  
Entry #: YP5**

Broken mirrors, life is a cup of tea.

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Youth  
Category – Short Story  
“The Meditation of Wolfgang”  
by Scott Crowell

"Do you ever feel like there could be another side of yourself?", asked Wolfgang for the purpose of not only obtaining an answer but hearing the crystalline voice of the girl he found attractive. A fifteen year old boy with fantasies and dreams of a superiority more intellectually advanced than they have found their sole purpose to sustain a pure stability within their souls and consciences. Wolfgang found peace in the simplicity of meditation and silence. Though his personality to other people might have been insane, wild, or belligerent due to his public behavior, he considered himself very tranquil. At times, he would find a quiet spot, relax there, and fancy the creations of the earth.

Looking at the world from a more abstract view, he acknowledged that in his short life he must find a way to secure his existence in the afterlife. His contemplation ceased with the commencement of the sound of sirens in the distance. He rose from his spot and headed through the woods back towards his house. As he rounded the corner of the street, shouts and squeals became audible. Sure enough his family was outside and all over the street, playing foursquare riding bikes, and rollerblading. Being 4th in the line of a dozen family members, Wolfgang found it hard to find time and a place to do his reflections. He ran indoors escaping the clamor and entering a dramatically hot household. The air was thick with dinner on the stove. A familiar scent of chili spread throughout the entryway like water into a potted plant; confined within walls but nevertheless managing to find a way to seep through the soil and become soaked by an absorbent.

He ran up the large flight of stairs to his room in the higher loft, laid in his bed, and thought of all the things he's done and what he could do to better his way of living. He reminisced back to his reflections in the woods and reimbursed himself with the idea

**Division: Youth**  
**Category: Short Story**  
**Entry #: YSS10**

that to focus on this life's accomplishments would be sinful. His thoughts switched from religion to school and yet back to religion. Then he thought of his parents expectations which leaned a little more on the religion side than education. Temptation led him towards education.

He ran. Ran from his house and into the street. His family stared at him as if his behavior was absurdly different from normal. He continued to run around the corner of the street that led back to the woods. When he had reached the woods he climbed to a flat spot, similar to that of a birds nest, on a tree. He closed his eyes. He rested. He let the breath and beat of the heart catch up with the rest of his body.

He felt a separation. Much like the phenomena of death, his mind and soul disjointed from his corpse. He felt a sudden shiver. Rising from the place in the tree his soul ascended through the branches, into the open air, through the clouds, into the atmosphere, out in space, passing stars, planets, galaxies, systems and into nothingness until a faint light in the distance gave the soul one last strive for acceleration. That was it. It had to be it. If this wasn't full ecstasy than what was? Like a string threw time he felt a slight connection to his body through space. As if stored away in the back of his mind he felt the slight presence of his body afar and the drag it had on his spirit. His conscience reached it. That faint light seen in the distance. Silver and brown in its appearance he caressed the land that didn't exist. There was nothing yet he felt land. He opened his mind to the surroundings like he did on Earth through his meditations. A landscape was created. A world made in his image and likeness. Was it real? Was this a dream?

There was something else there with him. A little piece of him on the inside, not his body, holding him down. It was everything that was awful. Greed. It consists not in the acquisition of anything, but in the loss or deprivation of something necessary for perfection. It held him back from the inside. He focused on it and forced it out, but it wasn't just a bad thought. It took a physical appearance. It was very similar to the body of Wolfgang's. The evil emanated a black smoke with centered yellow eyes demon like in its figure. His conscience shook for fear of his malignity. He re-established peace throughout his mind and sedated his fear. This was the other side of himself he never thought he'd find let alone think it was evil. In order to succeed supernaturally Wolfgang couldn't have any hostility intervene with his big picture. He denied greed's existence several times which only made it more powerful and overwhelming. "We all have a darkness inside of us!", he shouted. "I accept the fact that you've been within me all along but nevertheless won't allow you to embrace or pertain any part of my soul!" With these words the spirit dematerialized into of the planet and into space.

With the spirit, Wolfgang was sucked into space and along the connection of his body. He re-entered his body like a meteor hitting the earth after a long journey, climbed down the tree, ran out the woods, up the street, around the corner to his family. The next day he spoke with his close friend establishing that there is another side of a person. The choice is whether or not you're willing to get rid of it.

Arts and Humanities Commission  
2014 Writing Contest  
1<sup>st</sup> Place  
Division – Youth  
Category – Short Works  
“Crack the Code”  
by Gabriella Munoz

Division: Youth  
Category: Short Works  
Entry #: YSW1

## *Crack the Code*

## Part 1

I stepped out into the dim lit alley as a shadow swooped up an image of my body. It looked like an unknown criminal roaming around in my neighborhood. Soon enough, a gust of wind touched the tiny hairs on my arm forcing them to stand up. Another gust brushed against a leafy tree. I looked down the alley, there was no doubt about it... there was a tornado! I looked behind me to seek help, but no one stood by me. I was alone. Fear struck my entire body, now the tornado was about three hundred yards away.

I got down in tornado position, fingers interlocked on my neck, elbows on my ears, and my face on my knees. This wouldn't help me at all, if it came close enough I'd be swirling with broken windows and homes that once belonged to someone... but it was worth a try, I have nothing else to lose. I didn't know if it was coming towards me or away from me, but I didn't dare to look. I was there in that position for what seemed like hours but was really only seconds. Once I got up, my hands had blood from gravel, glass, splinters, and wood. It didn't hurt until I looked at it, then tears came to my eyes and pain fired away at my hands. Then I looked up, the two winds where swirling in front of me, this was it.

I looked straight into the tornado as if I had no fear. My life flashed before my eyes, things that have happened, and have not happened. I saw me falling into a ditch, me crying in a car window, and then I saw a lever, a knife, and my mom who was screaming in pain. I closed my eyes to block out the horrible image, and when I opened them, I was in my safe and comfortable room.

That was my dream before my first mission. There is eight main people we are trying to defeat:

<b>Name:</b>	<b>Gender:</b>	<b>Birthplace:</b>	<b>Experience:</b>
<b>Rd4</b>	<b>male</b>	<b>Arizona</b>	<b>three years</b>
<b>Cq5</b>	<b>female</b>	<b>Nebraska</b>	<b>two years</b>
<b>J224</b>	<b>male</b>	<b>Texas</b>	<b>six years</b>
<b>D44</b>	<b>male</b>	<b>New York</b>	<b>one year</b>

<b>M/28</b>	<b>female</b>	<b>Louisiana</b>	<b>seven months</b>
<b>P84</b>	<b>male</b>	<b>Arkansas</b>	<b>three years</b>
<b>A25</b>	<b>male</b>	<b>Oklahoma</b>	<b>three months</b>
<b>Gs4</b>	<b>female</b>	<b>Arizona</b>	<b>seven years</b>

I had to memorize them all.

Our enemy calls it 'operation ocean'. What we think they are trying to do is take all of the water we use daily, then store it and bottled it, then make their own water supply company. Their agency is called P.O.D, we don't know what that stands for, but we think it might have something to do with their plan. We have tried thinking of what it might mean, but we are not sure quite yet.

Four years ago on November 24, 2009 I was taking a trip to visit my aunt in Kansas City when our car ran out of gas. It was just my brother, my mom, my dad, and I. I was only thirteen. My mom and dad were arguing about the situation, and I was walking around trying to see if there was anything I could do, and there was a forests on each side of the two way road we were on, and I wanted to see more. The trees taunted me saying, "Come there are secrets here. You must come and see to find our secret." I couldn't resist. It was not the busiest road, so there was no one else there but us. I walked in to the forest eagerly, but also a little bit scared. I walked around looking at the tall, thick trees. They were so beautiful, their leaves swaying in the breeze. I was so intrigued, that I fell in a pit because I was not paying attention. Of course, I was *terrified*. I looked around, I was curious, but I didn't want to get injured. I turned around, and there was what looked like-a knob...? I brushed the dirt and leaves around it, and it *was* a knob! I turned it without any hesitation. As I opened the door, and a man at about the age twenty-five stood at the door with a gun, and he covered my mouth before I could scream. I was pretty sure he was going to kill me, so I bit his hand, kicked him in the shin and ran. I didn't know where I was going because it was very dim and the door had shut behind me, but I looked pretty confident about whatever I was doing. "Don't take another step or I'll shoot!" he shouted. "Turn on the lights guys!" A women about at the age thirty with light blonde hair flipped a light switch and lights filled the room.

I got a good look at these people, so when the police asked I would describe them to every freckle. After that five seconds of my life, I ran towards the door but the guy with gun was in front of it and he gave me the, 'you really think that's going to work?' look. I sighed. "I love you mom, dad and Andrew!" I yelled. "Be quiet," a young woman said in a soft voice. "We'll explain everything, just, hush." She sounded a little annoyed. "J.J?" the women said. A man with ocean blue eyes, short brown hair, tan skin, and no weapons walked up to me.

"I know you're probably scared, but please listen to me. Before we say anymore, please raise your right hand and repeat after me." He said. I did as I was told, raising my right hand slowly. "I will not say a word about anything that is said in this room, not even to my family and friends," He said. I paused before vowing not to tell family, but he knew what I was thinking so he said, "or else my existence will be erased from all people who know me." I quickly repeated him. "Ok," he said. "You are in S.E.A, the Saving Earth Association." He told me they're job was good intentioned. Then he said "S.E.A agents, huddled up." They all got in a little circle of about twenty people. I could hear some of the stuff they were saying. Stuff like 'she's perfect, she has good reflexes, she looks about thirteen, her I.D can still be changed, and she's in amazingly good shape.' "Okay," He said, "Since you already discovered this agency and know about it, would you like to be an agent of S.E.A?" What!?! An agent? This was not a dream, or was it? Thoughts raced through my mind. Were they serious? Would I ever see my family again? Is this a prank? Do I really have the potential to do this? *An agent?! "Like, a spy?"* I asked sounding kind of excited. "Yes." they all said. What would I say? It sounded really fun, saving lives and maybe even the world! "I'll do it." I said.

Now here I am. I'm agent C.A.T, it doesn't stand for anything because all of us at S.E.A aren't allowed to leave a strip of identity anywhere, or the agents at P.O.D might track us down and try to stop us from attempting to stop their plan. We can't even leave some numbers, or even a name in the ice of a glacier, or they might be able to find it. We can't say names or numbers out loud either because someone might be recording. We try our best to keep people from trying to get information from us. Sometimes I wonder if I can say anything without revealing any identity, but it's for the good.

We have to use fake names, like mine is C.A.T, but people just call me Cat. My birth name is Vanessa Kristine Vène. I talk soft and clear. Some people say in every detail my eyes look mysterious. Other say you can look at my face and try to know what I'm thinking, but it's impossible. Everyone says they never see me leave or enter, they say I just come out of nowhere and that I just disappear. It is as though I am a ghost to them. They're not afraid of me though, they have taken care of me since I was thirteen. They know me too well.

That day when I got to work, they told me about my mission, like: don't be afraid to hurt them, remember all of your equipment, and don't leave a trace of evidence. I went to my partner, Red and she said, "It's fifteen 'till nine, it's time to go, but first we have to put this in your arm." She showed me what looked like a shot with something in it. I wasn't sure if it was safe or not, but I have been here for fours because of my training and I don't think they would be giving me something that would harm me. I came all this way- no stopping now. "Everybody in S.E.A does it on their first mission. Before you ask any more questions, we can't tell what it is for until you have completed your first mission, which could last weeks, or months." She informed me. I sighed and put out my arm. She put the needle in my arm and pressed down. It struck me like a lightning bolt. The pain shot through me fiercely. It hurt so bad I thought maybe this was how my hand felt in my dream.

Our boss, J.J, thought that we would make a good pair. She's been here at S.E.A for a long time, and she is a trainer. Most of all, our boss knew that we would work well because I'm the sly one and she's the distracter, well, that's how he puts it. I think we do make a fine pair. After a very long car ride, we finally got there. "Ok," breathed Red, "Ready?" I took the rope out of the back seat and nodded. "Got the plan?" Red asked. I nodded a second time. "Why do I have to do this? Not to be disrespectful, but I was just curious o why J.J picked me for this job." I asked. I wasn't angry that I got this job, but it seemed maybe a little tough for a beginner. "Because," she said, "you have *the look*, you're new, so no one will know who you are so, that's just a double disguise, and you're seventeen, and J.J says when you train you don't back down. This is nothing you can't handle Cat." She responded. I thought about that for a few moments. They really thought was ready? They're my new family, so I guess they know me- the ghost. "Oh, and cat," Red said. "Here's the code you'll need to unlock-" She was about to say

something about our plan! I don't want to be rude, but she needs to know she might give our plan away. "Red," I interrupted. "Don't say anything about it aloud!" She covered mouth and her cheeks started to turn the shade of a rose. She then silently handed over the code like she was giving me her round-trip ticket to Hawaii.

I hopped out of the car, got my bike out of the trunk, and rode it along the sidewalk. The dark made the town have an eerie feel to it. After riding in suspense for a while, I walked my bike to the other side of the road, then I saw a car coming. I studied the car. The license plate said Oklahoma, and we're in Kansas. There was a male in the car. I thought quickly about the list of main agents we are trying to defeat. Could that be A25 from 'operation ocean'? I dropped my bike, grabbed the rope, put it over my shoulder, and ran in front of the car, and it stopped. This is where I had to think fast. I opened then driver door and held him by his collar of he's shirt and said, "I know who you are and why you are here, so just-" But I got cut off by him saying, "I have no clue what you're talking about. Just let me go!" I shot him a look then I narrowed my eyes. He only had three months of experience, he didn't know everything yet. Even though this is only my first mission, J.J told me that if they had only one year or less of experience, they were not educated word-wise as I am. "You're A25." I said not adding the mission name, because then he would know I have a little more information, therefore keep me locked up.

He tried to punch me, but I expected it so I backed up. I leaned my head to the side like a dog would if he was curious. He was up for a fight. This was not going to end well for him. I pulled him out of the car, and pushed him to the ground. Immediately, he jumped up and kicked at me, but I pushed his leg away. He knew I was working at S.E.A, he wouldn't fight if he didn't. I jumped up and twisted in the air as I kicked him in the face. His lip bled. I could see a rage and mortified look in his eyes. When he was on the ground, he tripped me and I dropped my rope, then once I was on the ground, with all of his might, he punched me. The pain was mild, not excruciating, but I acted like it hurt so I could distract him. I reached for the rope, but he grabbed it from me. This was not part of the plan.

I was *supposed* to find someone from 'operation ocean' (we know they're headed for our agency, which is hidden, but they have the area down), put the code for the camera/audio chip that agent Locke created in them, then get the rope, throw it over *the* pole (there is a giant thick pole in this town that goes from building to building) then tie one end of the rope around my special jeans they made for this mission, then pull the end of the rope that I threw over the pole to go up. After that I go, ahead after them, then let them catch up, and spy on them and collect as much information as possible.

"Ha," A25 said. "I got your rope, good luck now." I stared at him and tried not to laugh too hard. This is probably the only time I will use humor, even though technically, I'm not supposed to... "You do realize, I'm still able to do this" I said. "Wha-" He began, but before he could say much more I got to do my special routine. This was one of the moves I learned in training. I jumped up twisted around two times in the air, each time kicking A25 in the face, then I twisted around on my feet to distract him, after that I put out my left foot forward as I pushed forward, flipped over him landed on my right foot first, then my left. I turned around and kicked him in the back. He fell on his stomach and freed the rope.

Immediately, I grabbed the rope. Now all I had to do was... I forgot the next part of the plan! How could I forget? I'm I too nervous? I knew I wasn't ready yet! I guess this is what I get for signing up on field mission for my first mission. Wait! I haven't put the chip in him yet. Now, one problem, where's the chip?! He's starting to get up, what do I do?

My jeans! There is a special pocket in them big enough for a tube that looked like a shot, but was really a chip that if I got close enough to his skin, I could insert it into him. He would probably be in pain long enough for me to get the rope and proceed with my plan. Now, how do I do that? I'll just do it now. I grabbed the chip out of my pocket, looked at the code, put the code in the chip, and stuck the chip inside of him as quick as possible. He moaned in pain as I got the rope and tied it to the belt loop of my special jeans and threw the other end of the rope over the pole. He couldn't see me do this because he was still rolling on the ground in pain, so I was covered.

I pulled the other end of the rope, and went up. I trained for four years to succeed in this mission. I had to go to training camp out in the middle of Topeka, Kansas, we woke up at 5:00am and worked *hard* until 6:00p.m. I am not giving up now. Spoke too soon. I was only one fourth up and my arms were quickly losing strength. I looked down, my stomach tightened, A25 was looking around for me. I had to do something- *quick*. I wanted to cry. I was going to fail everyone. Why did I even take this job!?

The words 'I'll do it' echoed in my head. I was just a curious kid, I couldn't help but say yes! That's what happens dreams. I thought I could handle this, but I can't! I thought I could pull myself up, but I can't do it! I wanted to wake up again! That dream, it felt so real. I thought I was about to just be a memory engraved in my mother's heart. I wanted my family to know everything. I closed my eyes, it worked in my dream. Maybe I'd open them and be back at home with my family. Home is where the heart is. I'm just missing three hearts. I opened my eyes and A25 was getting into his car. I had to do this. I would let down J.J and Red. Also I would let down S.E.A. That dream had to have meant something, maybe disaster was about to strike. I thought about all those people who needed me, this was for the world, not just some friends of mine. I pulled the rope with all my might and went up to the top of the long pole slowly. Despite the pain, I was extremely excited that I have this job.

I let go of the end of the rope that I was holding on to as I jumped down the other side where A25 was. I dropped down quickly. As I was about three yards off the ground, I grabbed the end of the rope I had just let go of, and slowly went down. A25 was a few yards ahead of me, so I hid behind an insurance building and waited for him to turn the next corner. Once he turned, I ran to the other side of the street and went from building from building chasing behind him. A couple minutes later, we got stuck at a dead end. I looked around for clues, because that's what I had to do next. He was turning around, and there was no more time for me to do anything else, so I ran and ran until I was lost. I was in Topeka, which is where my training camp was held, so I was pretty far away from S.E.A.

Red was supposed to pick me up by the corner of the pole after I completed my task. I ran to see if she was early. Somehow she knew I would be done early and I saw her come speeding down the street. She pulled up to me and rolled down the window. She kept asking me if I was okay over and over. "Yes." I said as

I got in the car. I was trying to act strong, but it was hard. I hadn't got any evidence or clues. It was a useless mission, because I didn't even get to the most important part. After a few minutes of silence, Red asked, "Can you give me the code, J.J told me to burn it." I reached in my pocket, there was nothing there. Fear struck my body, like when I figured out that no one was there to help me in my dream. I lost the code and I didn't get any clues. That was the code we use for everything. I was about to cry. I looked out the window so she didn't have to see tears stream down my face. I saw me doing this in the dream I had! That didn't matter to me right then. I had ruined it. I also had failed her.

## Part 2

Once we got to the agency, I got out of the car and Red said quietly, "Let me go in first, and you take your time." I forced a nod. She went in swiftly and quietly, and then I felt like crying all over again. I went up the ditch I fell in four years ago, and studied the forest. I could see myself walking around in curiosity. My mind floating away like a balloon filled with helium. I thought about how I left my family, I haven't seen them since that day. J.J got me an apartment that was owned by him, but once I'm eighteen he said he'll give it to me even though it's technically it's mine. They have sent out lost child ads and papers, but I wasn't allowed to show them I was still alive. I wanted to tell J.J he could trust them with the agency secret, he said he couldn't take the risk. I wondered if they were looking for me. I have a fake identity, I'm such a phony - how can I live with myself? J.J says it's for the world, and that I shouldn't feel bad about have a fake identity. It was my choice to leave them, but how could I have? I wanted to yell my name out, run home and live a normal life with my family. I promised J.J I wouldn't say a word about me being an agent, this is my new life and I'm just going to have to face it.

I want to go home so bad though. I miss my mom, dad, and brother. I remember all the fun times we had together. Once, I my brother, Andrew caught me drinking water from the faucet without a cup, and we ended up having a water war. Or the time when we went to the park and played all day long at the creek until it was dark and I got scared. Oh, and when my dad and I went out for ice cream on a summer day, and we had a three scoops of ice cream each. Not that we don't have fun times here at S.E.A, but it makes it so much more special when your family's there.

I ran down the forest. I didn't want to back to the agency just yet. I ran until I was deep in the forest. I sat down by a thick oak tree. I put my face into my hands. After a few minutes I sat up. I still didn't want to depart from the tree, so I climbed it. As I did so, I saw a carving in one of the thick limbs. It read:

*Come back Vanessa.*

*Please, we miss you.*

*-A.V*

I studied it closer. I couldn't believe it. A.V stood for Andrew Véne. I don't think anyone else named Andrew Véne lost a sister named Vanessa in a forest in Kansas City. It was odd how I happened to pick that particular tree, then climb up it, then find that on it. I thought it was destiny that I fell down that pit, but why else would I see this on that tree? Maybe I should just run home right now. Not tell J.J anything and just run. But I promised. I took four years of training they paid for. But I want to go home. I thought about it for a minute. If destiny really wanted me back to my family I would write them a note that no one else would understand but them. That's when I finally went back to the agency to get some paper.

When I went inside, the murmurs and whispers in the room dropped as if it was on cue. They saw me walk in for the first time. Maybe they thought I actually had run away. J.J stood with Red in the center of the room. Red was the first to speak. "I'm sorry cat, but you cannot be on the field anymore." She was fighting back tears, but I wasn't sure if they were tears of sorrow, or worry. J.J spoke next. "It's not because we don't trust you anymore, please do believe me, but this is just too important, and we do not feel that you're ready." I nodded, closing my eyes so no one would see the disappointment I felt to myself in my eyes. "However," Red began, "We will put you back in on the field when you are done with training. Unfortunately, the training may take up to three months. For now you will help with the computers and monitoring system with agents Locke, Josh, and Lilly." I closed my eyes, but tears still streamed down my face. I was trying to say yes ma'am, but I was too choked up to even say that. She walked over and gave me a hug, then she told me to go to her office, and she'd be right there. As I walked I looked around, no one was looking at me, or snickering, they just, worked. It felt nice to still have some respect, at least that's I was thinking. A few minutes after I got to Red's office, she showed up.

"Don't be upset." said Red. "When I first came to this place, I was on the field. I was already getting geared up a couple hours before my first mission. I was so fired up that when the enemy came, I said the location of the agency. Yep, I got

caught up in words, and it slipped out somehow.” So that’s how they got our address. I still was upset about everything else, though. I thought about everything. My family, this place, all my mistakes. Then I cried. Tears just poured down, I didn’t even know I had so many tears in me, they just came. Like rain. A downpour. My image of being so mature, so sophisticated, and distant but focused just faded. Now Red knew me. She knew I acted differently around different people. She knew who I was. Vanessa Kristine Vène not Cat.

She hugged me, like a sister would. Then she whispered, “It’s okay, shh. You didn’t do anything. We’ve all been there.” I looked at her. “Why?” is all I said. “You’ve got insane skill. You have the heart. And you said those words.” She was trying to make me feel better, but she wanted me to know I had made a commitment. I started crying harder. Like a baby who was hungry. Like someone who’s dog died. or someone who made a mistake, and felt bad about feeling bad but did feel bad, and just wanted to be normal teenage girl who had a family and peers with her every day. “Once you feel better, go to Locke’s office.” she said. I nodded and she left. It felt like she was my sister.

“Hey what’s going on.” said agent Locke when I walked into his office. “Nothing much just, having a bad day so, you know just make this less stressful.” I said. “Sorry to hear that, Cat.” agent Locke said. “Have a seat.” I did as I was told. I just felt really bad. How can I feel this bad? Because I made a mistake? That was my fault. I shouldn’t blame anyone else. I looked at his office. There was lots of stuff. Computers, gadgets, and a bunch of buttons I didn’t know what to do with. “So, how do I use all this?” I asked. “Well, I guess we’ll just have to get started with the monitoring system.” agent Locke said. My tutorial went on for another two hours.

I went back to my apartment once I was done with that. It was lonely. It was strange. The note! Maybe I would sent out the note to my family tonight. I had to choose my words carefully, because if someone else found it, they might sent it to the police and have me tracked down and that is not my destiny. Destiny would have to be them getting it directly from me, like the tree. I pondered that for about half an hour until I finally came up with this:

*Mom, Dad, and/or A.V.*  
*Is Aunt M.V doing okay?*  
*I saw the oak 5/29/13.*  
*-V.C.V*

Once I got up I went straight to the tree and set the note free. It floated away in the gentle breeze. Once I got to work I had another training. Agent Locke acted and looked a bit differently, but I didn't mind it too much. These trainings happened week after week. I was starting to miss the field. I saw a Red walk out the door every day. I missed her as my partner. Now I was with agents Locke, Josh, and Lilly. As I watched the monitoring system, I saw Red. She was on a mission. It was kind of cool to see her on a mission. I watched closely. She was in an alley. There was a shadowy figure behind her. She was in trouble. I had to do something about this, quickly. Agents Josh, Locke, and Lilly were out for lunch. I started to panic. The shadowy figure looked like p84 from 'operation ocean'! He crept up behind her. No, no, no. The camera went out. She was in trouble and I knew it.

I ran out of the office and went to J.J. "Red is in trouble!" I said. "What's wrong?" asked J.J. "I saw her on the monitoring system, and one of the agents from 'operation ocean' snuck up behind her, got a hold of her, then destroyed the camera." I said. "We have to save her!" said J.J. "Who are you going to send?" I asked. "Someone you haven't met. He's been here way longer than you or Red has." said J.J. I sighed. I knew he wouldn't pick me, but I still have a little bit of hope. Went back to the office. I was scared for Red. Where could she be now? My best friend, the only one I had here.

Everybody had a camera on their shirt, that's how I knew where Red was. Now, my camera was on this old/new agent. I looked as he went into the same alley Red was in. He moved swiftly, looking for my old partner, Red. I was worried. Agents Locke, Josh, and Lilly came back from lunch as I monitored him. I told them

about Red disappearing. "Oh no!" said Lilly. "Did you tell J.J.?" asked Josh. "Yes, yes I did." I said calmly. "So now, I'm monitoring this new/old agent. He is supposed to be saving Red." I sat there watching him move very quickly. Then, someone tried to punch him. Now, I knew they were trying to get rid of all of the field agents. We only had seven good field agents, and they knew that. But how? How would they know that we only are down to seven good field agents?

Now *this* camera went out. I looked at my partners. "Go tell J.J." said Lilly. I did as I was told. He didn't seem worried, just really angry. "What good would it do to send out another field agent? They would just get them too." he said. "What do we do?" he said. He was actually asking *me* to do something. I was the field agent who made an awful mistake. Why would he ask me? I thought about this for a long time. Then finally, I said, "Well, let's think about what they were doing. They were taking all of our field agents. Why do you think they would do that?" J.J. looked shocked. "Maybe they have a sneak attack planned. But we still have to figure out what P.O.D stands for. What if just poisoning lakes isn't enough for them? Maybe, they wanted to do something else." J.J. nodded. "Okay," he said. "What could P.O.D stand for?" I thought about this for a long time, like, since I heard the name.

It sounded like something you want to call destructive, or evil. I know it's a plan. So I thought about the letters again. Plan equals P. That's the first letter! Okay, then I figured out that's Destructive equals D. but what could O stand for? Plan blank destruction. What could that mean? They're planning something destructive? O could mean anything beginning with O. So I just started saying plan blank destruction over and over again in my head. Plan of destruction!

"I got it! Plan of destruction!" I said. "That's good, but we have to be for sure. Do you think A25 had something to do with it?" J.J. asked. "No, but I'll check it out the chip I put in him later." I said. "Why would you ask me something if I made mistake? Doesn't that mean I'm not smart, I failed you. You still think I am useful, why is that? Why?" "Oh, Cat. You are very smart, don't get me wrong, I would let you back on the field, but it's required that you have to go to training. If I was in charge, you would be the boss." He said. I was so excited. He wasn't mad at me, it was requirements! We still had figure out what to do about the missing agents though.

“Well if they’re planning to destruct they might be trying to destroy us.” I said. It made sense. They were taking all of our agents, so they were going to try to tear us apart. “You’re right, but for right now go get a good night’s sleep.” Said J.J. I went to my apartment. But I was scared, where could Red be? I wish someone could help me, like a mom.

I want to work early the next morning. Something felt strange. I walked in, then went to J.J.’s office. He was there early also. “What’s wrong?” I said. “All your partners are gone.” He responded. “Do you think they did the same thing to them as they did to Red?” I asked. He shook his head bitterly. “You know how Locke was acting strange?” He asked. I nodded and he resumed. “Well, turns out he was taking a long time ago and replaced by a P.O.D spy. He took Lilly and Josh away as captives. It worked out great for them since Locke was monitoring our agents. That’s five agents missing.” Why would they do this? I know they were trying to destroy us, but why us? Because we want to save the seas, and they are trying to destroy them? Don’t they know that poisoning the lakes poisons the fish in the lakes and then that will affect the food chain? Affecting at the food chain will affect us.

“You know that chip you put in my arm on my first mission, please tell me what that was, I think I have an idea.” I said. “It was tracker.” J.J said. That explains why Red knew to come early back in Topeka. “Well, let’s track them down on Red’s tracker to see where they went.” So we did. We found out they were in their agency locked up, we already thought we knew that but now we know for sure. “How we can we get them out?” I asked.

“I wish we still had one of my favorite agents.” J.J said. “Who was it?” I asked. “It was this girl, her code name was Pink, and she was a little older than you at the time. She was amazing. She reminds me a lot of you. She was really smart, fast, and she always helped me. She was here helping me fight another agency, but that was well over twenty five years ago. It was an agency owned by a cruel man. If she were here now, I know she could fix this.” He said. “If you don’t mind me asking, where is she now?” I asked. “She ran away one night, she left a note on my desk saying ‘I’m sorry, I left. I’m not coming back. I won’t tell a soul about this agency, but have met someone, my future husband. Please do not be mad at me. I think what I’m doing is right. Farewell’ she ran away so fast I didn’t

have time to take out her chip.” Right as he said that, we both looked at each other, grinned, and we ran to go track her down.

## Part 3

We tracked her down, or *tried* at least. It said no signal on the monitor when we typed in her code. I was disappointed, but J.J had different plans. He said we should track her down on foot. I thought that with insane idea because that would take ages, but he really had his mindset. So I went along with it. "Where should we start looking first?" I asked. "In Kansas." he said. I laughed, he was really funny. But then I realized he wasn't joking, he actually looked hurt. "I'm sorry, I thought-" Then I heard something. "J.J," I said shakily. He stood still. They came again, and took two other field agents with them.

"Cat, you have to go to follow them." J.J said. I looked up at him. Was he serious? He gave me a gun and told me to go. I did as I was told. I ran fast behind the car- *on foot*. Was this really happening? I was on the field again! But what I didn't know, was the dangers to it. It turns out, they had a gun *too*. I trained for this, but I was one of the youngest agents there, actually I *was* the youngest.

They shot me first. I had thought they missed, but they didn't. They hit me right shoulder. I didn't feel it at first, too much pain I wanted to give up I guess. So they thought I was really tough. One of the S.E.A agents in the back started to cry. I had seen her before, her name was Citrine. She picked out that name herself. I didn't know why she was crying, because I didn't know I had been shot. "No! You have to save her! She's too young, don't shoot anymore!" She screamed. The car sped up. I couldn't catch up, so I went back.

This is the part where I noticed I was shot. I walked in and J.J looked terrified. He told me we were going to the hospital. I tried to ask why, but he was too busy getting me to the hospital. I touch my arm, then saw the blood. Pain came. A whole lot of it. I close my eyes, I was losing lots of blood, ruining the seats in J.J's car. "Do me a favor Cat, don't take a nap until they tell you to." He said. I did as I was told. It was hard not to take a nap. I thought if I did the pain would go away, but I guess I wouldn't wake up.

I had to go in surgery right away, but before they gave me the Anastasia, I asked them to give me the bullet if they found it. I thought it would be a clue. They agreed. I went back to my apartment with J.J two days after my surgery. He gave me the bullet, it was in a little Ziploc baggie. I asked for microscope and then

I studied the bullet under the microscope. It was a big bullet. I didn't know kind was, but there was something engraved in it. It read 'come and take it' they were trying to push us, but they took my best friend. And I *was* going to come and take it, and I was going to do that as soon as possible. J.J asked me what was on the bullet, so I told him. He was shocked. He said, "Who would or could engrave something in a bullet." "To taunt us." I said. "They shot me, took away some of our agents, and engraved that in the bullet." He sighed. "Sorry, Cat." J.J said. "It's not your fault, it's theirs. I'm going to find Red." I said.

"Oh no you aren't, not with that arm." I knew he was mad at himself for letting me get shot. "I'll go find the old agent, and you stay here Cat." I wanted to help find Red, but we need to find that old agent, Pink, first. "Please can I help you find that old agent, you said she would be a big help. J.J please my arm doesn't hurt that much!" I begged. "You stay here to get better, that's an order!" He shouted as he left the room, slamming the door behind him.

I was going to find that old agent no matter what. In fact, I didn't need her. I was going to find Red myself. And I was going to do it the next morning. This is where I tried to prepare. I put my right arm up with a sling, grabbed some rope, two guns loaded with bullets, two sandwiches, a flashlight, matches, and water. I put all that into a backpack. I took most of the items I packed from the agency before J.J got there. This was my own mission. The 'come and take it' mission.

I ran down to their agency on foot. About two thirds through, I ate a sandwich, and drank some water. My arm started to hurt a lot. But I pushed on. Once I got there, I didn't just walk in through the door. Our agency was underground, but theirs just blended in with the city. They probably had security, so I had to get in another way, a way that they wouldn't know. Not through a window, a door, or the ceiling.

*Our* agency was underground, and I had to get into *their* agency. I just had to get into their agency from underground. So I did, but it wasn't expecting J.J to tag along. He ran up right before I was about to go under. He was mad at me, or disappointed. He said, "Cat! I told you to stay there!" I tried to apologize, but he was just worried. We were underground, because I knew there was a passage way- the stairs. There was one wobbly step, so I picked it up. Turns out, you can go up the building from there. It's an old spy trick I learned during training.

There is a door on the side of the wall, J.J said he would go first. I let him. We went in and saw a giant room to the left of the long hallway. "That's where they are keeping our agents!" I thought. We crept down the hall, the farther we went, the more agents we saw. I also saw A25 in there talking to them, there was no use in looking at his chip now. Then somebody stepped in front of J.J. I couldn't see who it was because J.J was taller than me, and I couldn't see through him.

All I heard was a female voice saying, "Not so fast." "Agent Pink!" Exclaimed J.J. I still couldn't see anything. "Ah, yes J.J." "What are you doing here?" He asked. I peeked over J.J's shoulder. "Mom!" I exclaimed. J.J stepped out of the way. I couldn't believe it. "Vanessa?" She said. By now I was in tears. "Yes, mom! It's me! Did they trap you in here too?" I asked. "Of course not!! I work here!" She said defensively. I was very shocked, so was J.J. Why would she work here?

"The perfect way to get you back." My mom said. "Why would you want to get me back I'm your daughter?" I asked. "Remember that day, November 24, 2009, you left and never came back. You went to the agency I was from, I left S.E.A to be with your father, but you went back. They took you. That day on November 24, I left your father and Andrew with the car but I came here." She said. "This isn't you Mom." I said. "Of course it's me, who else would know your name." This is true, only my mom would know my name.

But this wasn't her, my mom loved the nature so she would never willingly come here. "I'm not going to poison the lakes," she said. "But I'm going to blow up your agency. How's that sound?" Not good, I thought. Then I had a thought, a good one. The chip! If it was still in her, they could have hacked it. But how do I get it out of her? "You see this lever Vanessa? Well this is what I'll use to blow up your agency." She said. I had to stop her, and get the chip out of her. My dream! In my dream my mom was crying in pain, but there was lever there too. And a knife. I had to do it.

There was a rack of knives on the wall, and I took one. Do it, I told myself. "I'm so sorry, but I have to do this, it's for your own good." I stabbed her right where the chip was. She screamed in pain, then she realized what I had done for her. She gave me a hug. "Thank you so much sweetie, you saved me. You're a

very smart girl.” She said. I gave her my now ripped off shirt sleeve to put over her wounds.

“There’s still one problem,” said J.J. “What’s that?” I asked. “Who hacked her chip?” He said. “I did.” Said a man’s voice. The man appeared out of the hall. “You’re from the other agency we fought twenty-five years ago!” Said J.J. “That’s right,” the man said. “You and her,” he said pointing to my mom and J.J. “Destroyed my old agency. So now, I will destroy yours with this new agency. Once I found out that the little one left to work with you, J.J I kidnapped her mom because she once worked for you! The perfect way to get revenge, with you and her here to witness it.” He motioned toward mom and J.J again and then he had his hand on the lever. This was bad. He was going to destroy our agency. It was a clever plan, to distract us with a plan that was never real, then use one of J.J best agents to turn on him because of a fake excuse, me. Then, have J.J’s new agent know the old agent then reveal his plan. It has horrid. It was devious, well thought through, horrid plan. He use my mom to go against us, but now we’ve got her back.

“I wouldn’t suggest doing that.” I turned around. It was Red! She had escaped! She kicked the guy in the gut, and he fell to his knees. She put one foot on him, and asked me for my phone. I gave it to her. She called the police. They arrived at a minutes notice. J.J cleared up the whole situation and one of the officers said, “So, there are two secret agencies that us nor the government knew about?” At first there was no answer, then Red said, “We were just trying to help everyone, but P.O.D was the real problem.” She told them the story about what had happened, and everyone who worked at P.O.D was taken to trial.

## Epilogue

J.J was really proud of me. Red was too. In fact, I got to be a field agent again. I was happy about that. We had a big celebration party that Saturday. It was fun. I was really tired when I got home, my real home. Let me tell you about that. We looked up Dad and Andrew's number in the phone book. We told them all about our story. Andrew actually got hired to go to S.E.A, too since he is now thirteen. Dad didn't want to, and mom retired being a spy. Now she's an author. We are really happy to be a family.

I told Andrew I got his note. Believe it or not, he got mine too. It was destiny for us to be together as a family. pAnother good thing is that we are a known agency. Our job is to help the police solve cases and with the field jobs like tracking down people. It was fun. Also I still use my code name even though my identity was cleared up. I never told anybody about my dream, but now every dream I dream comes true, and helps me with my missions. Even the one about my family. That was a dream I thought of. It came true.

**RUTH WHARTON  
2014 CITY OF ROWLETT  
ADULT DIVISION – POETRY CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Adult Division Poetry winner is Ruth Wharton for her poem entitled, "Going Home."

**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

**RUTH WHARTON**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Ruth Wharton in attaining this great achievement.

**RUTH WHARTON  
2014 CITY OF ROWLETT  
ADULT DIVISION – SHORT STORY CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Adult Division Short Story winner is Ruth Wharton for her short story entitled, “How Ralph Changed His Ways.”

**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

**RUTH WHARTON**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Ruth Wharton in attaining this great achievement.

**JAN McSWANE**  
**2014 CITY OF ROWLETT**  
**ADULT DIVISION – SHORT WORKS CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Adult Division Short Works winner is Jan McSwane for her short works entry entitled, "Snake Blvd."

**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

**JAN McSWANE**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Jan McSwane in attaining this great achievement.

**MICHAEL NGUYEN  
2014 CITY OF ROWLETT  
YOUTH DIVISION – POETRY CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Youth Division Poetry winner is Michael Nguyen for his poem entitled, “Broken Mirror.”

**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

**MICHAEL NGUYEN**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Michael Nguyen in attaining this great achievement.

**SCOTT CROWELL**  
**2014 CITY OF ROWLETT**  
**YOUTH DIVISION – SHORT STORY CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Youth Division Short Story winner is Scott Crowell for his short story entitled, “The Meditation of Wolfgang.”

**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

**SCOTT CROWELL**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Scott Crowell in attaining this great achievement.

**GABRIELLA MUNOZ  
2014 CITY OF ROWLETT  
YOUTH DIVISION – SHORT WORKS CATEGORY WINNER**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a writing contest; and

**WHEREAS**, entries were judged on the following: Originality, unique thought and expression; Content, imagery through language and structure; Relevancy, timeless application and consciousness; Structure, successful flow and appropriate grammar; and the Intangible, how it touched the reader; and

**WHEREAS**, categories for the writing contest included Poetry, Short Stories and Short Works; and

**WHEREAS**, an invitation was extended to all students of public and private schools, home-schooled students and to all residents 18 years and older with a penchant for writing on any topic; and

**WHEREAS**, the 2014 Youth Division Short Works winner is Gabriella Munoz for her short works entry entitled, "Crack the Code."

**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

**GABRIELLA MUNOZ**

in the City of Rowlett, Texas and encourage all citizens of this community to join me in congratulating Gabriella Munoz in attaining this great achievement.



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

4000 Main Street  
P.O. Box 99  
Rowlett, TX 75030-0099  
[www.rowlett.com](http://www.rowlett.com)

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**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 5B

**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  
Rowlett, TX 75080-0099  
www.rowlett.com

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the June 3, 2014, City Council Meeting and the June 10, 2014, City Council Work Session.

**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 of the June 3, 2014, City Council Meeting and the June 10, 2014, City Council Work Session.

**ATTACHMENTS**

- 06-03-14 City Council Meeting minutes
- 06-10-14 City Council Work Session minutes



# City of Rowlett

## Meeting Minutes

### 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, June 3, 2014

5:30 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, Mayor Pro Tem Kilgore, Deputy Mayor Pro Tem Gallops, Councilmember Bobbitt, Councilmember Dana-Bashian and Councilmember Pankratz**

**Absent: Councilmember Phillips**

#### 1. CALL TO ORDER

Mayor Gottel called the meeting to order at 5:30 p.m.

#### 2. EXECUTIVE SESSION

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code §551.071, Consultation with Attorney, to discuss and deliberate on legal issues pertaining to a local option election to authorize the sale of alcohol beverages. (THIS ITEM WILL FOLLOW THE REGULARLY SCHEDULED MEETING.)

Council convened in Executive Session at 9:25 p.m. Out at 10:05 p.m.

#### 3. WORK SESSION (5:30 P.M.)\* Times listed are approximate

- 3A.** Discuss the appointment of a representative to the Dallas Area Rapid Transit Board of Directors. (20 minutes)

City Manager Brian Funderburk provided the background information regarding this appointment. It was the consensus of Council to proceed with consideration of this item during this meeting's Regular Session.

- 3B.** Discuss replacement of the Library's Integrated Library System (ILS). (40 minutes)

Kathy Freiheit, Director of Library Services, provided background information regarding the current library system, including ongoing issues with operations and the vendor termination of support. She outlined the RFP process and the scoring of the respondents. She provided information regarding the self-checkout option and the RFID security system.

**3C.** Discuss the Water Meter Replacement Program. (30 minutes)

Tim Rogers, Director of Public Works, and Alan Guard, Chief Financial Officer, provided information regarding the current program and proposals for changing the program.

**4. DISCUSS CONSENT AGENDA ITEMS**

At the request of staff, item 7B is withdrawn in order to announce a correction to the dollar amount posted. At the request of Mayor Gottel, item 7C is withdrawn and will be considered individually.

Council took a break at 6:39 p.m. in order to attend the reception.

**RECEPTION FOR OUTGOING / INCOMING COUNCILMEMBERS (7:00 P.M.)\***

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

Reconvened at 7:30 p.m. with Councilmember Phillips present.

**INVOCATION** – Pastor Craig Schill, Lake Cities Community Church

**PLEDGE OF ALLEGIANCE**

**TEXAS PLEDGE OF ALLEGIANCE** – Led by Boy Scout Troop #100, who also presented the colors with assistance from the Rowlett Police Department Honor Guard.

**5. PRESENTATIONS AND PROCLAMATIONS**

**5A.** Recognition of service, presentation and personal remarks from City Councilmembers Place One – Doug Phillips and Place 5 – Chris Kilgore.

Mayor Gottel presented a plaque to Councilmember Doug Phillips, thanking him for his service on the City Council. Mr. Phillips made some personal comments.

Mayor Gottel presented a plaque to Mayor Pro Tem Chris Kilgore, thanking him for his service on the City Council. Mr. Kilgore made some personal remarks.

**5B.** Administration of Oaths of Office and personal remarks from City Councilmembers Place Three and Place Five.

Dretha Burris conducted the ceremonial oath of office for Councilmember Pankratz. Mr. Pankratz made some personal remarks and then took his seat at the dais.

City Secretary, Laura Hallmark, conducted the oath of office for Councilmember Sheffield. Mr. Sheffield made some personal remarks and then took his seat at the dais.

- 5C. Hear presentation of the Monthly Financial report for the period ending April 30, 2014.

Alan Guard, Chief Financial Officer, presented the report.

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

Mayor Gottel announced the following: Upcoming City Council meetings will be held Tuesday, June 17<sup>th</sup>; Regular Meeting - City Hall Conference Room; Tuesday, June 10<sup>th</sup>; Special Work Session. Upcoming Planning & Zoning Commission meetings will be Tuesday, June 10<sup>th</sup> and 24<sup>th</sup>; 6pm in City Hall Conference Room. ROWLETT. MY COMMUNITY. MY MONEY. MY CHOICE. CAMPAIGN – give us your .2¢. Survey is now closed. Update will be presented to Council and the public at the next special work session on Tuesday, June 10<sup>th</sup>. 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 24<sup>th</sup> from 2-4pm at 4402 Industrial Street. Normal Business hours are Monday-Friday, 10am – 5pm and Saturday, 10:30am – 5pm. City Council approves Village of Rowlett Downtown Plan – On Tuesday night, May 20<sup>th</sup>, the City Council formally approved the Village of Rowlett, a Town Center Development in the heart of downtown. Upcoming events for Parks and Recreation: Fireworks on Main – Friday, July 4<sup>th</sup>, starts at 6pm. Wet Zone is open now! Check out the Parks & Recreation page on our website for hours of operation and more information. 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>. Check out everything going on at the Library this summer at Rowlett.com or the *Rowlett on the Move* newsletter. All City offices and facilities will be closed Friday, July 4<sup>th</sup> for Independence Day. Waste Management will run regular trash service that day.

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

**Absent: Councilmember van Bloemendaal**

## 6. CITIZENS' INPUT

Larry Beckham, 9313 Willard Street, Rowlett; spoke regarding a petition that was circulated protesting increasing property taxes.

## 7. CONSENT AGENDA

- 7A. Consider action to approve minutes from the May 20, 2014, City Council Meeting.

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

- 7B. Consider action to approve a task authorization #6 for professional engineering services with Lee Engineering for the Dalrock Road and SH-66 Intersection Improvements in the amount of \$353,910.

At the request of staff, this item was removed from the Consent Agenda for Individual Consideration.

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Sheffield, to approve the item as presented with the corrected amount of \$352,910. The motion carried with a unanimous vote of those members present. This item was adopted as RES-048-14.**

- 7C.** Consider action to approve a resolution appointing a representative to the DART Board of Directors to serve a two-year term.

At the request of Mayor Gottel, this item was removed from the Consent Agenda for Individual Consideration.

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Bobbitt, to appoint Mark Enoch to the DART Board of Directors. The motion carried with a unanimous vote of those members present. This item was adopted as RES-049-14.**

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

**A motion was made by Councilmember Pankratz, seconded by Deputy Mayor Pro Tem Gallops, including all the preceding items marked as having been approved on the Consent Agenda. The motion carried with a vote of five in favor (Pankratz, Bobbitt, Gottel, Gallops, Dana-Bashian) and one abstention (Sheffield).**

#### **8. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 8A.** Conduct a public hearing and consider a request for a Special Use Permit to construct a 1,440 square-foot detached garage with a metal exterior for property located at 7818 Princeton Road. (SUP14-710)

Garrett Langford, Principal Planner, provided the background information for this request. Council discussion regarding the costs related to bringing this type of request all the way through the process to City Council versus the previous process.

The public hearing was opened and closed with no speaker.

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Pankratz, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as ORD-019-14.**

- 8B.** Conduct a public hearing and consider a request for a Special Use Permit to construct a 2,950 square-foot addition to an existing 2,000 square-foot detached metal garage with a total size of 4,950 square feet at 8221 Dalrock Road. (SUP14-711)

Garrett Langford, Principal Planner, provided the background information for this request. Council discussion regarding the reasons for opposition to the request as well as similar structures in the area.

The public hearing was opened and closed with one speaker:

Tom Wright, 8221 Dalrock, Rowlett – applicant; spoke in favor of this item

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Sheffield, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as ORD-020-14.**

- 8C.** Conduct a public hearing and consider a request for a Special Use Permit to construct a gazebo that does not meet the accessory structure requirements for building materials, setback and lot coverage at 6013 Magnolia Drive. (SUP14-712)

Garrett Langford, Principal Planner, provided the background information for this request. Council discussion regarding the durability of the roofing product.

The public hearing was opened and closed with no speakers.

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Dana-Bashian, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as ORD-021-14.**

- 8D.** Conduct a public hearing and consider amendments to the Rowlett Development Code to remove all obsolete references to the Mixed-Use North Shore (MU-NS) zoning district and to amend the table relating to notice requirements for Special Use Permits in Section 77-803.

Daniel Acevedo, Urban Planner, provided the background information for this item.

The public hearing was opened and closed with no speakers.

**A motion was made by Councilmember Sheffield, seconded by Deputy Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as ORD-022-14.**

Council took a short break at 9:21 p.m. and reconvened in Executive Session at 9:25 p.m.

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

There was no action taken.

#### **9. ADJOURNMENT**

There being no further business, the meeting adjourned at 10:05 p.m.



# City of Rowlett

## Special Meeting Minutes

### City Council

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

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Tuesday, June 10, 2014

6:00 P.M.

Annex Building – 4004 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, Councilmember Bobbitt, Councilmember Dana-Bashian, Councilmember Sheffield, and Councilmember van Bloemendaal**

**Absent: Deputy Mayor Pro Tem Gallops**

**1. CALL TO ORDER**

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

**2. WORK SESSION**

**2A. Consider appointing Chris Kilgore to the Planning and Zoning Commission to fill an unexpired term made vacant by the election of Rick Sheffield to the City Council. (10 minutes)**

Mayor Gottel presented this item. Council discussion regarding mid-term appointments and clarification that Boards and Commissions select the Chair from amongst their members.

Councilmember Pankratz arrived at 6:06 p.m.

**A motion was made by Councilmember Dana-Bashian, seconded by Councilmember Sheffield, to appoint Chris Kilgore to the Planning and Zoning Commission. The motion carried with a unanimous vote of those members present.**

**2B. Hear a presentation outlining the results of the City of Rowlett 2014 Salary and Compensation Study, which was conducted by Evergreen Solutions, LLC (Tallahassee, FL). (60 minutes)**

City Manager Brian Funderburk provided opening remarks regarding Council's retreat from last summer and the initiation of this study. He reminded Council that this presentation was

informational only and that Council will review the information in greater detail at their retreat this summer.

John Murray, Director of Human Resources and Risk Management, presented the results of the study including: market cities, the timeline, the RFP process and the selection of the consulting firm, roles and responsibilities of the consultant and City staff, the scope of the study, measurements, benefits assessment, public safety findings, public safety pay plan model, and a cost estimate to bring salaries to the 50<sup>th</sup> percentile of market. Mr. Murray provided clarification of employees comprising the “open range”.

Council discussion regarding the current public safety pay plan, comparison of public safety calls for service and staffing to market cities, reasons for not funding the previous public safety step pay plan, City staffing level study and turnover rate, and the possibility of merit increases versus cost of living increases.

Mr. Murray and Mr. Funderburk reminded Council that this report will be reviewed at the Council retreat next week along with more detailed information.

Council took a short break at 7:57 p.m. and reconvened at 8:04 p.m.

**2C.** Review results of the *Rowlett. My Community. My Money. My Choice.* Campaign. (60 minutes)

Mr. Funderburk reviewed the reasoning behind running the campaign, the results of attendees relative to age, number of years of residency, male versus female, number of homes having children under the age of 18, and location of residence in the City. He provided results of the questions related to amount of taxes paid, relative importance of properly maintaining streets/roadways and park facilities and relative willingness to pay additional taxes to maintain them properly. Those in attendance at the meetings and taking the survey online were asked about the relative importance of having a public library, areas for potential reductions, areas for potential additional funding as well as potential reductions in Police services and areas for potential additional funding. Respondents were asked if they preferred an assessed fee for alley users or an increase in property taxes for all residents. The final question posed to the 267 respondents was a preference for increased property taxes or a reduction in services.

Mr. Funderburk explained the results will be posted online to the City’s website ([www.rowlett.com](http://www.rowlett.com)) and will be sent directly to those persons who attended the presentations in person. He then reviewed the calendar for the budget process and the public’s opportunity to provide feedback.

Mayor Gottel thanked the citizens for participating and thanked staff for conducting the meetings and encouraged Rowlett citizens to participate.

**3. ADJOURNMENT**

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



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

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7B

**TITLE**

Consider a resolution authorizing the Mayor to sign utility easement documents associated with a previously approved Cell Tower to be constructed at Waterview Community Park (8500 St. Andrews Lane).

**STAFF REPRESENTATIVE**

Samantha Renz, Development Services Engineer

**SUMMARY**

The purpose of this item is to authorize signatory authority to grant an easement for utility placement along Raney Road associated with a previously approved cell tower to be located in Community Park. The primary users of the easement, at this time, will be AT&T and Oncor Electric.

**BACKGROUND INFORMATION**

On June 4, 2013, the City Council approved a Community Facilities License Agreement for installation of a telecommunications tower on property located at 8500 St. Andrews Lane. AT&T is now ready to construct the tower, and they have determined they need additional easements for placement of the fiber and electric lines. The requested easements are located on the park property and then parallel the existing right-of-way along Raney Road.

**DISCUSSION**

The approved license agreement shows a utility easement from the existing parking lot to the tower site as shown in Figure 1. At the time of building permit submittal, the contractor became aware that they would need additional easements for placement of utilities as shown in Figure 2.

Staff contacted American Golf to discuss and get approval of the proposed easement locations. Approval was received, and a copy of the site access agreement is included as Attachment 1, along with a copy of the proposed easements (Exhibit A).

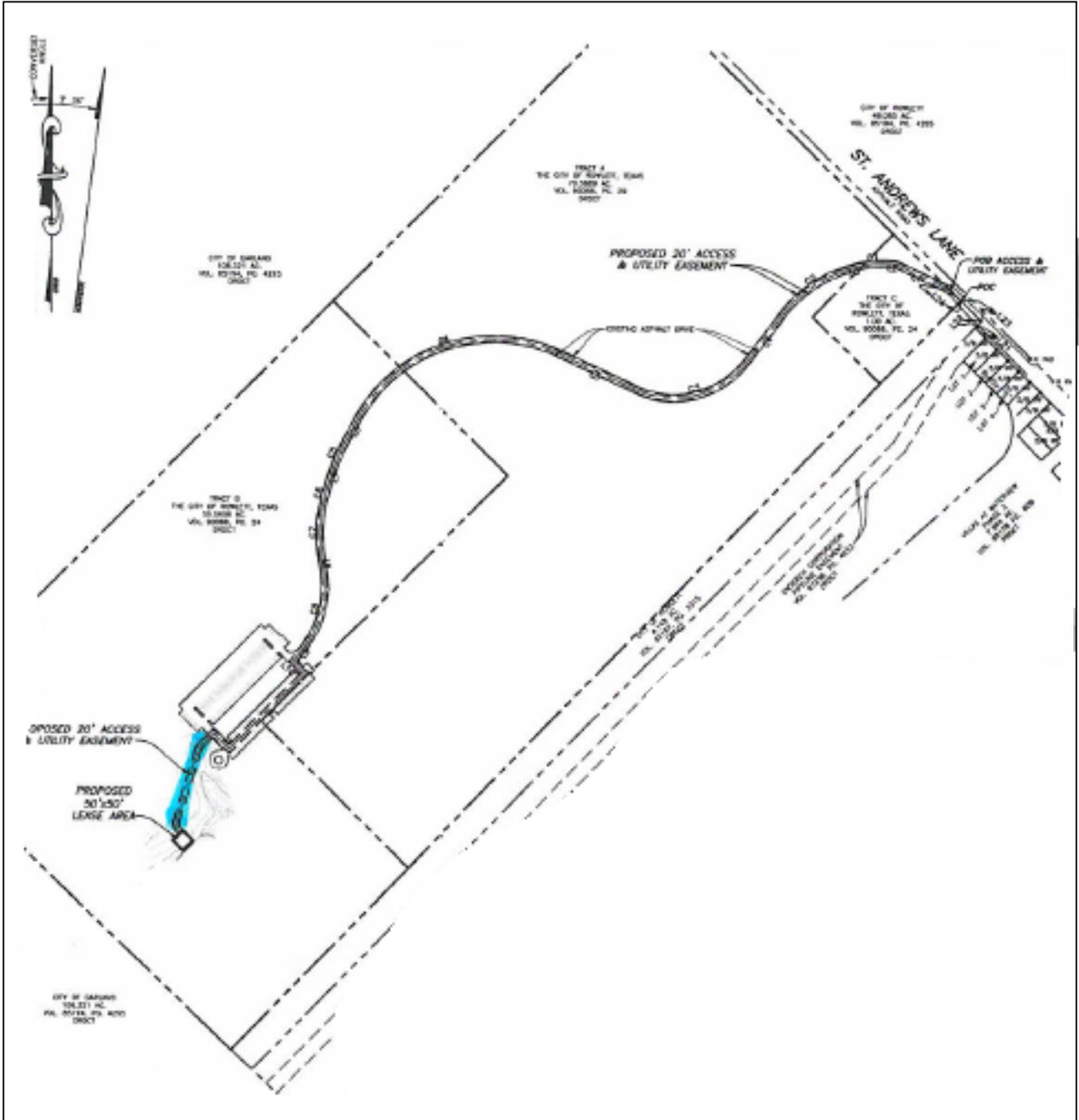


Figure 1



## **FINANCIAL/BUDGET IMPLICATIONS**

Per the license agreement, the City will receive \$42,000 annually for an initial term of five years. There is an option to renew the license for two additional five-year terms. These easements will have no additional budgetary impact.

## **RECOMMENDED ACTION**

Staff recommends that the Council approve a resolution authorizing the Mayor to sign easement documents that will allow public and private utilities to be placed in an easement, adjacent to the right-of-way, along Raney Road.

## **RESOLUTION**

**A RESOLUTION OF THE CITY OF ROWLETT, TEXAS, CREATING AND DEDICATING A UTILITY EASEMENT FOR PUBLIC AND PRIVATE UTILITIES WITHIN AND NEAR COMMUNITY PARK, RANEY ROAD AND THE WATERVIEW GOLF COURSE; AUTHORIZING THE MAYOR TO EXECUTE A UTILITY EASEMENT DEED ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns certain property within and near Community Park and the Waterview Golf Course and adjacent to Raney Road; and

**WHEREAS**, the City Council finds and determines that an easement may be required in order to enable the City to enter into a lease agreement for the construction of a cell tower within Community Park and to enable the installation and maintenance of electrical and communication lines from Community Park and along Raney Road; and

**WHEREAS**, the City Council finds and determines that the easement contemplated herein will not interfere with the use and operations of Community Park, the Waterview Golf Course or Raney Road; and

**WHEREAS**, by this resolution, the Council intends to authorize the mayor of the City to execute a utility easement deed which is intended to create a utility easement in the locations designated in Exhibit "A," attached hereto and incorporated herein.

**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, Texas, hereby creates, dedicates and conveys to public and private utilities the tracts of real property more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein, and authorizes the Mayor to execute appropriate Utility Easement Deeds conveying said property to the public use for utility purposes.

**Section 2:** This Resolution shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases

provide.

**ATTACHMENTS**

Exhibit A – Easement Document

Attachment 1 – Site Access Agreement

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**UTILITY EASEMENT DEED**

**THE STATE OF TEXAS    §  
                                          §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS    §**

THAT The City of Rowlett, Texas (hereinafter referred to as "GRANTOR," in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby GRANT and CONVEY to AT&T, OnCor Electric, and public and private utilities, their affiliates, subsidiaries, successors, and assignees, (hereinafter collectively referred to as "GRANTEE"), for use by GRANTEE, its employees, agents, contractors, an easement and license over, upon, under, and across the easement area (described hereinbelow as the "Premises") on a permanent basis for ingress and egress to and from the Premises as described in Exhibit "A," attached hereto and incorporated herein, for the purposes hereinafter set forth, within a strip of land fifteen (15) feet in width, across GRANTOR'S tract of land located in Dallas County, Texas, (hereinafter called "the Property"), and described as follows, to wit:

**See Surveys and Field Notes that are attached as Exhibit "A"**

This Easement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only an easement and license subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to install, construct, reconstruct, operate, alter, relocate, improve, and perpetually maintain public and private utility underground lines, laterals, services, connections, facilities and appurtenances, together with all incidental improvements (the "Facilities") in, upon, under and across the Premises, together with the right and privilege to enter upon the Property, subject to GRANTOR'S ordinances, local laws, and regulations, for the purpose of installing, constructing, reconstructing, operating, altering, relocating and maintaining the Facilities and for making connections therewith. GRANTEE shall not have the right to remove stone, earth, gravel, caliche or any part of the mineral estate, which is herein reserved to GRANTOR, which may be excavated in the opening, installation, construction, or maintenance of the said Facilities.

(b) GRANTOR, its successors and assigns, shall have the right to use the surface of the Easement herein granted insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by GRANTEE, or its successors assigns, and utility companies providing service. GRANTOR may require the removal or relocation of any Facilities, which shall be done solely at GRANTEE’S cost.

(c) The easement and license granted herein is subject to all subsisting oil, gas, sulfur, and mineral leases and estates, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the easement.

(d) NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

(e) GRANTEE and utility companies utilizing this easement and license hereby agree to save and hold harmless GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:**

**CITY OF ROWLETT, TEXAS**

By: \_\_\_\_\_  
Todd W. Gottel, Mayor

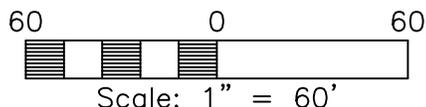


Webb Surveying, Inc.  
 6313 Preston Road  
 Suite 200  
 Plano, TX 75024

**EXHIBIT A**  
**ONCOR ELECTRIC DELIVERY**  
**COMPANY EASEMENT**

Land Surveyors  
 Phone: (972) 781-6600  
 Fax: (972) 781-6700  
 mail@webbsurveying.com

**TRACT B**  
**THE CITY OF ROWLETT, TEXAS**  
**CITY OF ROWLETT, DALLAS COUNTY, TEXAS**



NUMBER	DIRECTION	DISTANCE
L1	N 45°25'54" W	50.00'
L2	N 43°55'58" E	31.19'
L3	N 46°04'02" W	100.00'

TRACT C  
 THE CITY OF ROWLETT, TEXAS  
 3.00 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

CITY OF ROWLETT  
 48.085 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

CITY OF ROWLETT  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

CITY OF ROWLETT  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

LOT 1, BLOCK "S"  
 VILLAS AT WATERVIEW, PHASE 2  
 7.994 AC.  
 VOL. 98158 PG. 609  
 P.R.D.C.T.

CITY OF ROWLETT  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

ENSERCH CORPORATION  
 PIPELINE EASEMENT  
 VOL. 97238, PG. 4633  
 D.R.D.C.T.

CITY OF ROWLETT  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

CITY OF GARLAND  
 108.321 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

PROPOSED  
 15' UTILITY EASEMENT  
 38,803 SF - 0.8908 AC

PROPOSED  
 15' UTILITY EASEMENT  
 14,888 SF - 0.3418 AC

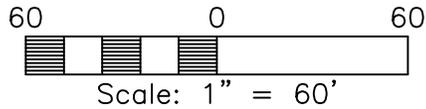
SEE MATCHLINE A  
 ON SHEET 2 OF 3

POB  
 15' UTILITY  
 EASEMENT

PROPOSED  
 15' UTILITY EASEMENT  
 38,803 SF - 0.8908 AC

TRACT B  
 THE CITY OF ROWLETT, TEXAS  
 55.5608 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

**EXHIBIT A**  
**ONCOR ELECTRIC DELIVERY**  
**COMPANY EASEMENT**  
**TRACT B**  
**THE CITY OF ROWLET, TEXAS**  
**CITY OF ROWLET, DALLAS COUNTY, TEXAS**



PROPOSED  
50'x50' LEASE AREA

S 44°29'03" E  
15.00'

N 45°30'57" E 350.19'  
S 45°30'57" W 334.73'

TRACT B  
THE CITY OF ROWLETT, TEXAS  
55.5608 AC.  
VOL. 90088, PG. 24  
D.R.D.C.T.

PROPOSED  
15' UTILITY EASEMENT  
14,888 SF - 0.3418 AC

N 46°11'40" W 657.78'  
S 46°11'40" E 642.36'

CITY OF GARLAND  
108.321 AC.  
VOL. 85194, PG. 4295  
D.R.D.C.T.

SEE MATCHLINE A  
ON SHEET 1 OF 3

Webb Surveying, Inc.  
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**EXHIBIT A**  
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**TRACT B**  
**THE CITY OF ROWLET, TEXAS**  
**CITY OF ROWLET, DALLAS COUNTY, TEXAS**

Land Surveyors  
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Fax: (972) 781-6700  
mail@webbsurveying.com

LEGAL DESCRIPTION

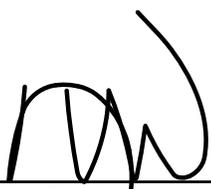
BEING a tract of land situated in the James M. Hamilton Survey, Abstract No. 544, Dallas County, Texas, and being a portion of that certain Tract B conveyed to The City of Rowlett, Texas, according to that Special Warranty Deed dated May 02, 1990 and recorded in Volume 90088, Page 0024, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

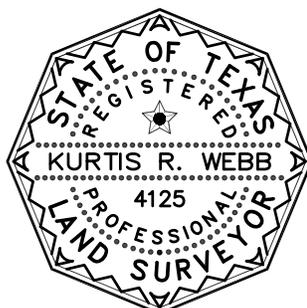
COMMENCING at a the intersection of the southwesterly right-of-way line of St. Andrews Lane and the most east northeast corner of said Tract C, also being the northwest corner of a 8.296 acre tract owned by the City of Rowlett, recorded in Volume 92187, Page 3315, Deed Records, Dallas County, Texas, same point bears North 45 degrees 25 minutes 54 seconds West, a distance of 50.00 feet, North 43 degrees 55 minutes 58 seconds East, a distance of 31.19 feet and North 45 degrees 24 minutes 22 seconds West, a distance of 100.00 feet to from a 5 /8 inch iron rod found at the northwest corner of Lot 1, Block S of the Villas at Waterview Phase 2, as recorded in Volume 98158, Page 609, Plat Records, Dallas County, Texas, same point being the northeast corner of a pipeline easement owned by Enserch Corporation, recorded in Volume 97238, Page 4633, Deed Records, Dallas County, Texas;

THENCE South 44 degrees 35 minutes 38 seconds West, along the northwest line of said 8.296 acre tract, a distance of 3567.68 feet to the POINT OF BEGINNING hereof;

THENCE through the interior of said Tract B, the following six (6) courses;

1. South 43 degrees 55 minutes 58 seconds West, a distance of 15.00 feet to a Point;
2. North 46 degrees 11 minutes 40 seconds West, a distance of 657.78 feet to a Point;
3. North 45 degrees 30 minutes 57 seconds East, a distance of 350.19 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the West corner of the herein described Lease Area;
4. South 44 degrees 29 minutes 03 seconds East, along the southwest line of the herein described Lease Area, a distance of 15.00 feet to a Point;
5. South 45 degrees 30 minutes 57 seconds West, departing said southwest line, a distance of 334.73 feet to a Point;
6. South 46 degrees 11 minutes 40 seconds East, a distance of 642.36 feet to the POINT OF BEGINNING hereof and containing 0.3418 acres or 14,888 square feet of land, more or less.

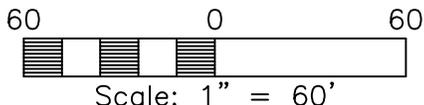
  
Kurtis R. Webb  
RPLS #4125  
January 31, 2014



Webb Surveying, Inc.  
 6313 Preston Road  
 Suite 200  
 Plano, TX 75024

**EXHIBIT A**  
**ONCOR ELECTRIC DELIVERY**  
**COMPANY EASEMENT**  
**CITY OF ROWLET**  
**CITY OF ROWLET, DALLAS COUNTY, TEXAS**

Land Surveyors  
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 mail@webbsurveying.com



NUMBER	DIRECTION	DISTANCE
L1	N 45°25'54" W	50.00'
L2	N 43°55'58" E	31.19'
L3	N 46°04'02" W	100.00'
L4	N 43°55'58" E	15.00'
L5	S 46°11'40" E	100.00'
L6	S 43°55'58" W	15.00'
L7	N 46°11'40" W	100.00'

TRACT C  
 THE CITY OF ROWLET, TEXAS  
 3.00 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

CITY OF ROWLET  
 48.085 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

CITY OF ROWLET  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

CITY OF ROWLET  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

LOT 1, BLOCK "S"  
 VILLAS AT WATERVIEW, PHASE 2  
 7.994 AC.  
 VOL. 98158 PG. 609  
 P.R.D.C.T.

CITY OF ROWLET  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

ENSERCH CORPORATION  
 PIPELINE EASEMENT  
 VOL. 97238, PG. 4633  
 D.R.D.C.T.

CITY OF ROWLET  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

PROPOSED  
 15' UTILITY EASEMENT  
 38,803 SF - 0.8908 AC

CITY OF GARLAND  
 108.321 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

PROPOSED  
 15' UTILITY EASEMENT  
 14,888 SF - 0.3418 AC

SEE MATCHLINE A  
 ON SHEET 2 OF 3

POB  
 15' UTILITY  
 EASEMENT

PROPOSED  
 15' UTILITY  
 EASEMENT  
 38,803 SF  
 0.8908 AC

TRACT B  
 THE CITY OF ROWLET, TEXAS  
 55.5608 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

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**CITY OF ROWLET**  
**CITY OF ROWLET, DALLAS COUNTY, TEXAS**

Land Surveyors  
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Fax: (972) 781-6700  
mail@webbsurveying.com

LEGAL DESCRIPTION

BEING a tract of land situated in the James M. Hamilton Survey, Abstract No. 544, Dallas County, Texas, and being a portion of that certain tract conveyed to the City of Rowlett by Special Warranty Deed dated September 23, 1992, and recorded in Volume 92187, Page 3315, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a the intersection of the southwesterly right-of-way line of St. Andrews Lane and the most east northeast corner of said Tract C, also being the northwest corner of a 8.296 acre tract owned by the City of Rowlett, recorded in Volume 92187, Page 3315, Deed Records, Dallas County, Texas, same point bears North 45 degrees 25 minutes 54 seconds West, a distance of 50.00 feet, North 43 degrees 55 minutes 58 seconds East, a distance of 31.19 feet and North 45 degrees 24 minutes 22 seconds West, a distance of 100.00 feet to from a 5 /8 inch iron rod found at the northwest corner of Lot 1, Block S of the Villas at Waterview Phase 2, as recorded in Volume 98158, Page 609, Plat Records, Dallas County, Texas, same point being the northeast corner of a pipeline easement owned by Enserch Corporation, recorded in Volume 97238, Page 4633, Deed Records, Dallas County, Texas;

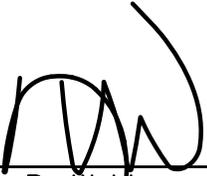
THENCE South 44 degrees 35 minutes 38 seconds West, along the northwest line of said 8.296 acre tract, a distance of 3567.68 feet to the POINT OF BEGINNING hereof;

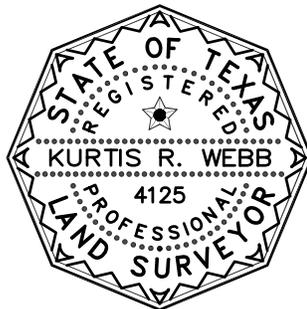
THENCE South 46 degrees 11 minutes 40 seconds East, a distance of 100.00 feet to a Point in the southeast line of said 8.296 acre tract;

THENCE South 43 degrees 55 minutes 58 seconds West, along said southeast line, a distance of 15.00 feet to a Point;

THENCE North 46 degrees 11 minutes 40 seconds West, a distance of 100.00 feet to a Point in the northwest line of said 8.296 acre tract;

THENCE North 43 degrees 55 minutes 58 seconds East, along the northwest line of said 8.296 acre tract, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.0344 acres or 1,500 square feet of land, more or less.

  
Kurtis R. Webb  
RPLS #4125  
January 31, 2014

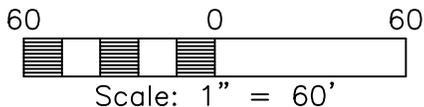


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**CITY OF ROWLETT**

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 Fax: (972) 781-6700  
 mail@webbsurveying.com

**WATER VIEW GOLF COURSE TRACT NO. 1**  
**CITY OF ROWLETT, DALLAS COUNTY, TEXAS**



NUMBER	DIRECTION	DISTANCE
L1	N 45°25'54" W	50.00'
L2	N 43°55'58" E	31.19'
L3	N 46°04'02" W	100.00'

TRACT C  
 THE CITY OF ROWLETT, TEXAS  
 3.00 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

CITY OF ROWLETT  
 48.085 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

CITY OF ROWLETT  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

CITY OF ROWLETT  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

LOT 1, BLOCK "S"  
 VILLAS AT WATERVIEW, PHASE 2  
 7.994 AC.  
 VOL. 98158 PG. 609  
 P.R.D.C.T.

CITY OF ROWLETT  
 8.296 AC.  
 VOL. 92187, PG. 3315  
 D.R.D.C.T.

ENSERCH CORPORATION  
 PIPELINE EASEMENT  
 VOL. 97238, PG. 4633  
 D.R.D.C.T.

CITY OF ROWLETT  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
 77.700 AC.  
 VOL. 97198, PG. 1984  
 D.R.D.C.T.

TRACT B  
 THE CITY OF ROWLETT, TEXAS  
 55.5608 AC.  
 VOL. 90088, PG. 24  
 D.R.D.C.T.

CITY OF GARLAND  
 108.321 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

PROPOSED  
 15' UTILITY EASEMENT  
 38,803 SF - 0.8908 AC

SEE MATCHLINE A  
 ON SHEET 2 OF 3

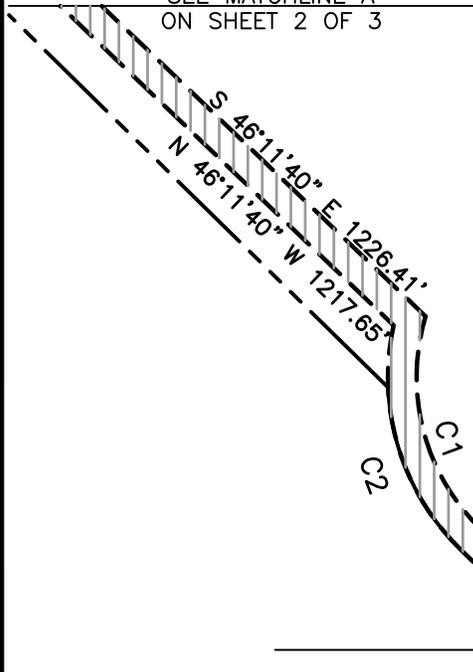
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 CITY OF ROWLET**

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**WATER VIEW GOLF COURSE TRACT NO. 1  
 CITY OF ROWLET, DALLAS COUNTY, TEXAS**

SEE MATCHLINE A  
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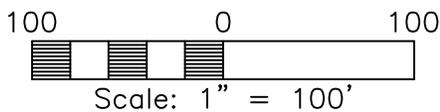


CITY OF ROWLETT  
 WATER VIEW GOLF COURSE  
 TRACT NO.1  
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 VOL. 97198, PG. 1984  
 D.R.D.C.T.

PROPOSED  
 15' UTILITY EASEMENT  
 38,803 SF – 0.8908 AC

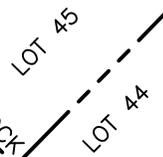
CITY OF GARLAND  
 108.321 AC.  
 VOL. 85194, PG. 4295  
 D.R.D.C.T.

WATER VIEW  
 PHASE TWO  
 39.07 AC.  
 VOL. 98203,  
 PG. 0009  
 P.R.D.C.T.



**PRINCETON ROAD**  
 (60' R.O.W.)

S 44°48'23" W  
 15.00'



NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	62°22'37"	110.59	66.95	120.40	114.54	S 14°22'04" E
C2	58°05'49"	125.59	69.75	127.35	121.96	N 16°30'28" W

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**COMPANY EASEMENT**  
**CITY OF ROWLET**  
**WATER VIEW GOLF COURSE TRACT NO. 1**  
**CITY OF ROWLET, DALLAS COUNTY, TEXAS**

LEGAL DESCRIPTION

BEING a tract of land situated in the James M. Hamilton Survey, Abstract No. 544, Dallas County, Texas, and being a portion of that certain tract conveyed to the City of Rowlett and described as Golf Course Tract No. 1 in Special Warranty Deed with Right of Reverter dated September 22, 1997, and recorded in Volume 97198, Page 1984, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

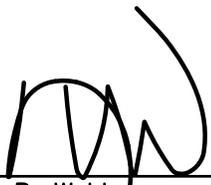
COMMENCING at a the intersection of the southwesterly right-of-way line of St. Andrews Lane and the most east northeast corner of said Tract C, also being the northwest corner of a 8.296 acre tract owned by the City of Rowlett, recorded in Volume 92187, Page 3315, Deed Records, Dallas County, Texas, same point bears North 45 degrees 25 minutes 54 seconds West, a distance of 50.00 feet, North 43 degrees 55 minutes 58 seconds East, a distance of 31.19 feet and North 45 degrees 24 minutes 22 seconds West, a distance of 100.00 feet to from a 5 /8 inch iron rod found at the northwest corner of Lot 1, Block S of the Villas at Waterview Phase 2, as recorded in Volume 98158, Page 609, Plat Records, Dallas County, Texas, same point being the northeast corner of a pipeline easement owned by Enserch Corporation, recorded in Volume 97238, Page 4633, Deed Records, Dallas County, Texas;

THENCE South 44 degrees 35 minutes 38 seconds West, along the northwest line of said 8.296 acre tract, a distance of 3567.68 feet to a Point;

THENCE South 46 degrees 04 minutes 02 seconds East, a distance of 100.00 feet to the POINT OF BEGINNING hereof;

THENCE through the interior of said 77.700 acre tract, the following eight (x) courses;

1. South 46 degrees 11 minutes 40 seconds East, a distance of 1226.41 feet to a Point;
2. Along a curve to the left having a radius of 110.59 feet, an arc distance of 120.40 feet, through a central angle of 62 degrees 22 minutes 37 seconds, and whose chord bears South 14 degrees 22 minutes 04 seconds East, a distance of 114.54 feet to a Point;
3. South 45 degrees 32 minutes 26 seconds East, a distance of 1241.03 feet to a Point in the northwest line of Lot 45, Block GG of the Water View Phase Two, as recorded in Volume 98203, Page 0009, Plat Records, Dallas County, Texas;
4. South 44 degrees 48 minutes 23 seconds West, along said northwest line, a distance of 15.00 feet to a Point in the southwest corner of said Lot 45, Block GG, same point being the southwest corner of said 77.700 acre tract;
5. North 45 degrees 32 minutes 26 seconds West, along a southwesterly line of said 77.700 acre tract a distance of 1240.94 feet to a Point in said southwesterly line;
6. Along a curve to the right having a radius of 125.59 feet, an arc distance of 127.35 feet, through a central angle of 58 degrees 05 minutes 49 seconds, and whose chord bears North 16 degrees 30 minutes 28 seconds West, a distance of 121.96 feet to a Point;
7. North 46 degrees 11 minutes 40 seconds West, a distance of 1217.65 feet to a Point in the southwest line of said 8.296 acre tract;
8. North 43 degrees 55 minutes 58 seconds East, along said southwest line, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.8908 acres or 38,803 square feet of land, more or less.

  
Kurtis R. Webb  
RPLS #4125  
January 31, 2014



## SITE ACCESS AGREEMENT

THIS SITE ACCESS LICENSE ("Agreement") is entered in to this \_\_\_\_ day of April 2014, by and between American Golf Corporation, a California corporation ("AGC") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("COMPANY").

### Recitals

A. AGC operates certain real property located at 9509 Waterview parkway, Rowlett, Texas, commonly known as Waterview Golf Course (the "Golf Course Property"), pursuant to a lease agreement with the City of Rowlett (the "Owner").

B. COMPANY desires to obtain from Owner certain easement rights across certain portions of the Golf Course Property to install certain utility lines. COMPANY and Owner are working on the easement documents (the "Easement").

C. COMPANY further desires to request access from AGC to perform the work relating to the Easement in the areas depicted in the diagram attached hereto as Exhibit A and incorporated herein by reference.

C. The Work is expected to commence on April 21, 2014 and expected to be completed by June 21, 2014 (the "Completion Date"); provided, however, in no event should the Work commence before the Easement is fully executed between COMPANY and Owner.

E. In reliance on the terms and conditions contained in this Agreement, AGC agrees to grant COMPANY access to the Golf Course Property as specified in this Agreement.

### Agreement

AGC and COMPANY agree as follows:

1. Upon the Easement being fully executed between COMPANY and Owner, AGC grants to COMPANY permission to enter the Golf Course Property for the sole purpose of performing the Work.

2. Access to and use of the Golf Course Property is conditioned as follows:

A. COMPANY shall comply with all applicable federal, state and local laws, ordinances and regulations while conducting the Work. COMPANY shall bring upon the Golf Course Property only its employees, agents, subcontractors, consultants or government agency representatives whose presence on the Golf Course Property is necessary to accomplish the Work and who agree to be bound by the terms of this Agreement

B. The Work shall be conducted in such manner as not to interfere with AGC's use of the Golf Course Property. COMPANY will coordinate the Work with AGC's on site representative and will use its best efforts to minimize interference with AGC's business operations during normal business hours.

C. COMPANY acknowledges that the Work will require the use of heavy equipment/machinery. COMPANY shall place barricades and all safety equipment and devices around the areas where the Work would be performed as necessary to avoid danger to persons. COMPANY shall consult with AGC's on site representative to address all safety issues and COMPANY shall implement at its sole cost and expense, all reasonable preventive safety measures that AGC recommends.

3. COMPANY agrees to notify AGC's on site representative with at least 48 hours notice whenever COMPANY desires access to the Golf Course Property, with the scheduling of the Work to be coordinated with AGC's on site representatives. Upon AGC's request, COMPANY will inform AGC's on site representatives of the specific work to be performed and provide AGC's on site representatives with the opportunity to discuss with COMPANY the work and the manner in which it will be performed prior to the commencement of the work activities.

4. COMPANY, for itself, its employees, consultants, COMPANYS, agents, representatives and invitees hereby acknowledges and assumes the risks arising from erring golf balls, golf cart crossings in, on or around the Golf Course Property, and all other customary golf course operations.

5. COMPANY shall indemnify, protect, defend and hold harmless AGC and its officers, directors, employees, agents, representatives and landlord, from and against any and all claims, demands, lawsuits, liabilities, damages, costs (including reasonable attorneys' fees), losses, and expenses, including, but not limited to liabilities relating to bodily injury, illness or death, property or other damage which arise out of or in connection with: (i) the matters set forth in paragraph 4 of this Agreement; (ii) COMPANY's alleged or actual act, omission, or willful conduct or those of its authorized representatives in performing the Work; and or (iii) any breach or violation by COMPANY of any term of this Agreement. The indemnification provided for in Paragraph 5 shall survive the expiration of this Agreement.

6. Before COMPANY enters the Golf Course Property to perform the Work, COMPANY must provide to AGC a certificate of insurance showing that COMPANY or its authorized representatives have the following insurance coverage: (a) Worker's Compensation Insurance in compliance with applicable Texas law; (b) Comprehensive Automobile and Truck Liability Insurance covering owned, hired and non-owned vehicles with combined bodily injury and property damage minimum limit of \$2,000,000 per occurrence; and (c) Commercial General Liability Insurance covering COMPANY's Work on the Golf Course Property in an amount of not less than \$2,000,000 per occurrence. If written with an annual aggregate limit, the policy

Liability Insurance covering COMPANY's Work on the Golf Course Property in an amount of not less than \$2,000,000 per occurrence. If written with an annual aggregate limit, the policy limit shall be two times the above required occurrence limit. The Comprehensive Automobile Liability Insurance and Commercial General Liability Insurance must name AGC as additional insured and must state that such insurance is primary as regards any other insurance carried by AGC. All insurance certificates provided by COMPANY shall contain a provision that coverage afforded under the policies evidenced by such certificates will not be cancelled or materially changed without at least 30 days prior written notice to AGC. Such insurance shall be maintained in force throughout the term of this Agreement.

7. This Agreement shall commence on the date COMPANY enters the Golf Course Property to perform the Work (the "Commencement Date") and shall terminate on the Completion Date. COMPANY shall give AGC at least a 48-hour notice of the Commencement Date and Completion Date.

8. Upon the Completion Date, the Golf Course Property shall be returned to AGC in a playable condition substantially similar to the condition as of the Commencement Date. If the Golf Course Property or any improvements, including without limitation, the irrigation system, landscaping, shall be damaged by the Work, then, the Golf Course Property and/or the improvements shall promptly be restored and repaired by COMPANY prior to the Completion Date. COMPANY shall consult with AGC's on site representative on all repairs and the damage shall be repaired to the satisfaction and approval of AGC, which shall not be unreasonably withheld or delayed. As promptly as possible, COMPANY shall fill in any holes dug or remove debris off the Golf Course Property.

9. COMPANY shall assume full responsibility for the proper removal and disposal of all hazardous and non-hazardous wastes generated as a result of the Work.

10. Notwithstanding any other provision in this Agreement to the contrary, AGC may terminate this Agreement at any time upon fifteen (15) days' written notice to COMPANY.

11. Any notice to be given under this Agreement shall be in writing, unless otherwise agreed to by the parties, and mailed or faxed to the representative listed below:

AGC

WATERVIEW GOLF COURSE  
9509 Waterview Parkway  
Rowlett, TX 75089  
Attn: General Manager  
Tel: (972) 463-8900  
Fax: (972) 463-6310

With a copy to:

COMPANY

NEW CINGULAR WIRELESS PCS, LLC  
575 Morosgo Drive, Suite 13-F W Tower  
Atlanta, GA 30324  
Attn: Network Real Estate Admin  
Site#:DX3262; Scooner/Victory St (TX)  
FA#: 10552499

With a copy to:

AMERICAN GOLF CORPORATION  
6080 Center Drive, Suite 500  
Los Angeles, CA 90045  
Attn: Legal Department  
Telephone: (310) 664-4000  
Facsimile: (310) 410-9347

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
208 S. Akard Street  
Dallas, Texas 75202-4206  
Site #: DX3262; Site Name:

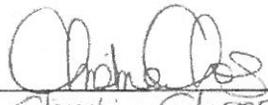
12. This document represents the entire agreement of between the parties, and no modification of the covenants and agreements herein shall be effective unless in writing and duly executed by the authorized representatives of the respective parties.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. This Agreement may be executed in counterparts. Each party represents that the person signing this Agreement is authorized to do so on behalf of that party.

cc  
AMERICAN GOLF CORPORATION  
~~limited liability company~~ a California corporation

New Cingular Wireless PCS, LLC, a Delaware

By:   
Name: Christina Cheng  
Title: Cap. Secretary

By:   
Name: PAUL BAUMGARDNER III  
Title: AREA MANAGER COST & ENG.



## 15' UTILITY/FIBER EASEMENT

BEING a tract of land situated in the James M. Hamilton Survey, Abstract No. 544, Dallas County, Texas, and being a portion of that certain tract conveyed to the City of Rowlett and described as Golf Course Tract No. 1 in Special Warranty Deed with Right of Reversion dated September 22, 1997 and recorded in Volume 57195, Page 1984, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southwesterly right-of-way line of St. Andrews Lane and the most east-northeast corner of said Tract 1, also being the northwest corner of a 8.98 acre tract owned by the City of Rowlett, recorded in Volume 52187, Page 3115, Deed Records, Dallas County, Texas, same point bears North 45 degrees 25 minutes 54 seconds West, a distance of 50.00 feet, North 43 degrees 55 minutes 58 seconds East, a distance of 31.19 feet and North 45 degrees 24 minutes 22 seconds West, a distance of 100.00 feet to from a 5/8 inch iron rod found at the northwest corner of Lot 1, Block S of the Villas at WaterView Phase 2, as recorded in Volume 95158, Page 809, Plat Records, Dallas County, Texas, same point being the northeast corner of a pipeline easement owned by Enserch Corporation, recorded in Volume 97235, Page 4633, Deed Records, Dallas County, Texas;

THENCE South 44 degrees 33 minutes 35 seconds West, along the northwest line of said 8.98 acre tract, a distance of 3567.68 feet to a Point;

THENCE South 45 degrees 04 minutes 02 seconds East, a distance of 100.00 feet to the POINT OF BEGINNING hereof;

THENCE through the interior of said 77.700 acre tract, the following eight (x) course:

1. South 41 degrees 01 minutes 40 seconds East, a distance of 1226.41 feet to a Point;
2. Along a curve to the left having a radius of 110.59 feet, an arc distance of 117.77 feet, through a central angle of 62 degrees 22 minutes 11 seconds, and whose chord bears South 14 degrees 22 minutes 04 seconds East, a distance of 114.54 feet to a Point;
3. South 41 degrees 47 minutes 25 seconds East, a distance of 1241.03 feet to a point in the northwest line of Lot 45, Block GG of the Water View Phase Two, as recorded in Volume 95203, Page 0009, Plat Records, Dallas County, Texas;
4. South 44 degrees 48 minutes 23 seconds West, along said northwest line, a distance of 15.00 feet to a Point in the southwest corner of said Lot 45, Block GG, same point being the southwest corner of said 77.700 acre tract;
5. North 45 degrees 32 minutes 26 seconds West, along a southwesterly line of said 77.700 acre tract a distance of 1240.94 feet to a Point in said southwesterly line;
6. Along a curve to the right having a radius of 125.52 feet, an arc distance of 127.35 feet, through a central angle of 58 degrees 05 minutes 49 seconds, and whose chord bears North 16 degrees 30 minutes 28 seconds West, a distance of 121.96 feet to a Point;
7. North 46 degrees 11 minutes 40 seconds West, a distance of 1217.85 feet to a Point in the southwest line of said 8.286 acre tract;
8. North 43 degrees 55 minutes 58 seconds East, along said southwest line, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.5908 acres or 38,503 square feet of land, more or less.



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

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve a resolution for the purchase of 2,951 water meters from Aqua Metric Sales Company in the amount of \$431,903.72.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Alan Guard, Chief Financial Officer

**SUMMARY**

The purpose of this item is to receive approval from City Council to purchase meters for new and existing needs and the required MXU's that provide the radio read capabilities in accordance with the schedule discussed at the June 3, 2104, City Council Work Session.

**BACKGROUND INFORMATION**

Historically, the acquisition of meters has been inconsistent over the previous ten-year period. In three years (FY2004-FY2006), the City contracted to replace nearly 60 percent of all of its water meters and converted 100 percent of all water meters to "radio read". During a five-year period (FY2007-FY2011), no active replacement program existed as the City had just replaced nearly 60 percent of all of its water meters. As a result, only 9 percent were replaced during this timeframe and primarily included the replacement of broken items or the installation of new meters resulting from construction.

On August 16, 2011, staff made a presentation regarding an increasing number of water meter failures and the impact on the City's revenues. During the Regular Session, City Council approved a resolution for the purchase of 1,476 Sensus meters from Aqua Metric Sales Company.

On June 19, 2012, City Council adopted Resolution Number RES-063-12, approving the purchase of 2,735 Sensus water meters from Aqua Metric Sales Company in the amount of \$399,680.37. These meters have all been installed and the inventory has since been depleted.

The current policy has been based on a ten-year replacement/purchase schedule. Staff has reviewed and analyzed our current replacement/purchase schedule over the previous ten-year period. Flows, velocity, volume and chemical makeup of our potable water are all factors in determining the lifespan and the optimal replacement period of a meter.

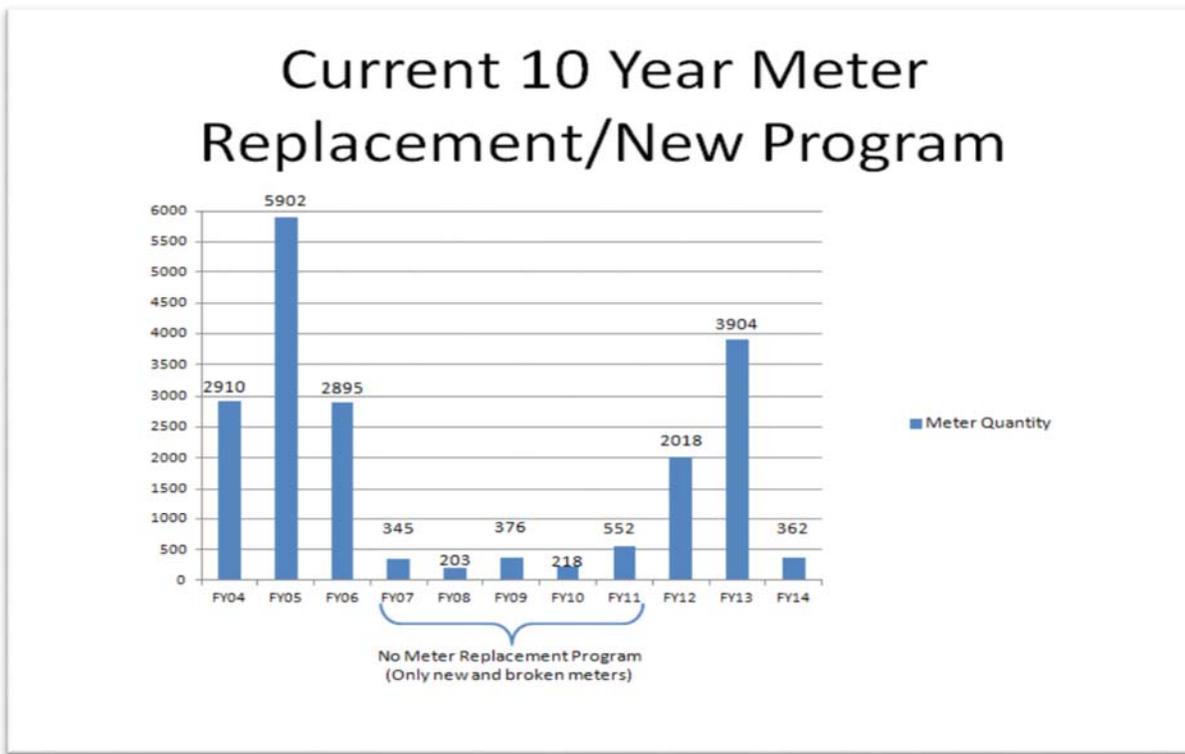
Staff has determined that the current ten-year replacement program is too aggressive and creates inconsistent demands on the budget. At the June 3, 2014, Work Session, staff

proposed the adoption of a 12-year replacement program. City Council reached consensus on the new plan and directed staff to implement it going forward.

## DISCUSSION

It has become necessary to purchase more meters at this time to continue the meter program. Staff has reviewed the current schedule and the policy regarding a ten-year schedule and has determined that a 12-year cycle is recommended. Furthermore, in order to avoid the large spikes in meter purchases as occurred in 2005, staff has developed a consistent purchasing schedule to lessen the varying demands and impact on the budget annually. This also has the benefit of smoothing out the large spike we would otherwise have when the meters purchased in FY2005 become obsolete.

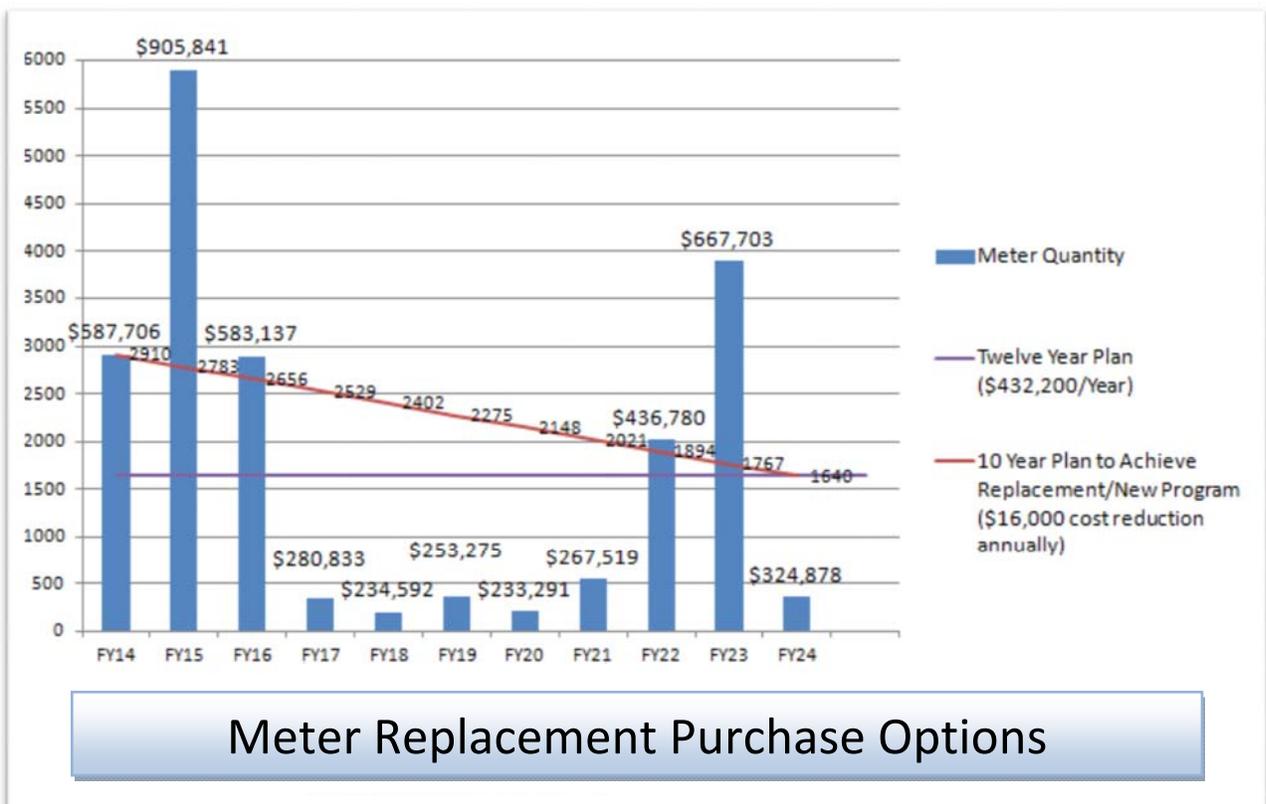
As illustrated in the chart listed below, a total of 2,910 meters at an estimated cost of \$587,706 during FY2004, 5,902 meters at an estimated cost of \$905,841 in FY2005 and 2,895 meters at an estimated cost of \$583,137 in FY 2006 are due for replacement in our current ten-year program. This timeframe reflects the necessity to replace nearly 60 percent of all our meters. Again, during a five-year period (FY2007-FY2011), no active replacement program existed as the City had just replaced nearly 60 percent of all of its water meters. As a result, only 9 percent were replaced during this timeframe and primarily included the replacement of broken items or the installation of new meters resulting from construction. The current program reflects a sporadic replacement program and has created extreme impacts to the utility budget over a ten-year period.



The City currently has 19,685 meters installed throughout the City of various sizes and ages. According to the Texas Commission on Environmental Quality (TCEQ) and the American Water Works Association (AWWA) guidelines, meters should be tested and/or replaced at least every ten to 12 years. In order to avoid the large spikes in meter purchases as occurred in 2005, staff has developed, and is proposing, a more consistent purchasing schedule over a 12-year period.

According to the AWWA, a small residential meter is accurate if it measures plus or minus 1.5 percent of all the water passing through it. Over time, there is substantial water loss through meters based on the age of a meter. As a result, there is a direct correlation to the loss of water and revenues collected by the data recorded from the meter. As the meters age, the failure is typically in favor of the customer; therefore revenue will decline. Implementation of a meter replacement program will not only show a decrease in apparent loss, but also helps stabilize our revenue stream.

Options to achieve the 12-year meter program are as indicated in the chart below. The 12-year plan would cost approximately \$432,200/year. This plan will provide a more consistent approach. The ten-year option would initially cost \$587,706 declining \$16,000/year over ten years. This plan will ensure the consistent purchase program in ten years.



As indicated above, the City authorized the purchase of additional meters in August 2011 and in June 2012. In FY2013, City staff reached its goal of replacing 4,441 meters that were older than ten years. This inventory has been used up and it is now time to order new meters.

These meters are needed for our replacement/new/MXU water meter program. It is not necessary to obtain additional competitive bids since this proposal is for additional components to our system. Texas Local Government Code provides exemptions for components such as these in 252.022 General Exemptions (a) (7) a procurement of items that are available from only one source, including (D) captive replacement parts of components for equipment. Aqua Metric Sales Company is the sole distributor of Sensus water meters in the Texas region.

At the June 3, 2014, City Council Work Session, Council reached consensus and directed staff to implement the 12-year schedule going forward. Staff was also directed use the lease/purchase method for funding the project. The first lease payment will not be made until FY2015.

**FINANCIAL/BUDGET IMPLICATIONS**

Council directed staff to lease/purchase the meters and MXU's. Funding in the amount of \$95,472 will be included in the FY2015 budget for the first of five lease purchase payments for Public Works Water/Wastewater Administration in account 160-4562-500-7405. Starting in year five, the annual expenditure will grow to \$477,360 per year. The first payment would be scheduled on or about October 15, 2014. The schedule below indicates how the accumulative amount will be budgeted in each of the subsequent years.

**Increasing Lease Payment Schedule for Water Meter Program**

Year	FY2015	FY2016	FY2017	FY2018	FY2019	Total
FY2015	\$95,472	\$95,472	\$95,472	\$95,472	\$95,472	\$477,360
FY2016		95,472	95,472	95,472	95,472	381,888
FY2017			95,472	95,472	95,472	286,416
FY2018				95,472	95,472	190,944
FY2019					95,472	95,472
<b>Total</b>	<b>\$95,472</b>	<b>\$190,944</b>	<b>\$286,416</b>	<b>\$381,888</b>	<b>\$477,360</b>	<b>\$1,432,080</b>

**RECOMMENDED ACTION**

City staff recommends the City Council adopt a resolution approving the purchase of 2,951 Sensus water meters from Aqua Metric Sales Company in the amount of \$431,903.72 for Meter Services for the City of Rowlett.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE PURCHASE OF 2,951 SENSUS WATER METERS FROM AQUA METRIC SALES COMPANY IN THE AMOUNT OF \$431,903.72; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to purchase water meters to replace those that are currently failing for Rowlett's water meter replacement program for the citizens of City of Rowlett; and

**WHEREAS**, Aqua Metric Sales Company is the sole provider of Sensus water meters in the Texas region; and

**WHEREAS**, competitive bids are not necessary for this purchase since this is a sole source purchase as per Texas Local Government Code Section 252.022(a)(7); and

**WHEREAS**, this is a part of a twelve-year strategic plan for water meter replacement; and

**WHEREAS**, competitive bids to secure five-year financing for this purchase will be considered; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to approve the purchase of 2,951 Sensus water meters from Aqua Metric Sales Company in the amount of \$431,903.72 for meter services for the City of Rowlett.

**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, Texas, does hereby approve the purchase of 2,951 Sensus water meters from Aqua Metric Sales Company in the amount of \$431,903.72 for meter services for the City of Rowlett.

**Section 2:** The City Council does hereby authorize the City Manager or his designee to issue purchase orders for said purchase to conform to this resolution as appropriate.

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

**ATTACHMENT**

Attachment 1 – Aqua Metric Quote



**Aqua Metric Sales Company**  
**6700 Guada Coma Dr.**  
**Schertz, Texas 78154**  
**Phone: (210) 967-6300**  
**Fax: (210)967-6305**

5-Jun-14

Quote for: **City of Rowlett**  
**Attn: Mark Leal**  
[mleal@rowlett.com](mailto:mleal@rowlett.com)

Quantity	Description	Standard Price	Price Extended
2689	5/8" x 3/4" SR11 TRPL USG Low Lead	\$116.26	\$312,623.14
20	3/4" SL SR11 TRPL USG Low Lead	\$149.97	\$2,999.40
123	1" SR11 TRPL USG Low Lead	\$188.29	\$23,159.67
13	1 1/2" Omni R2 Meter	\$466.26	\$6,061.38
97	2" Omni R2 Meter	\$654.19	\$63,456.43
6	3" Omni C2 Compound Meter	\$1,573.58	\$9,441.48
3	6" Omni C2 Compound Meter	\$4,720.74	\$14,162.22
<b>Total:</b>			<b>\$431,903.72</b>

**No charge for freight for orders over \$5,000**  
**A 25% restocking fee will be applied to all return meters**  
**Net 30 days to pay.**  
**Prices quoted are good until 12/31/2014**

**Kristy Hedgepeth**  
**Inside Sales, Texas Division**  
**Aqua-Metric Sales Company**  
[kristy.hedgepeth@aqua-metric.com](mailto:kristy.hedgepeth@aqua-metric.com)



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

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution accepting the bid of and awarding a contract to Fryer Construction Company in the amount of \$214,850 for the total base bid and a ten percent contingency in the amount of \$21,485, resulting in a total project amount of \$236,335, for the Martha Lane Tank Water Main Improvements 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 the reconstruction and replacement of approximately 235 linear feet of 16-inch PVC water main, an altitude valve, butterfly valves and other appurtenances in the existing valve vault at the Martha Lane Elevated Storage Tank facility.

**BACKGROUND INFORMATION**

March 18, 2010, staff tasked Neel-Schaffer/Cheatham & Associates to determine why the chlorine residuals were below Texas Commission on Environmental Quality (TCEQ) requirements and why harmful bacteria (Coliform & E.Coli) were present in the water samples at the Martha Lane Elevated Storage Tank. The consultant's findings were inconclusive as to what was causing the decrease in chlorine residuals as the inspection of the storage tank resulted in finding no issues. Staff determined that in the best interest of public safety, the Martha Lane Elevated Storage Tank should be taken offline until a resolution could be determined. Although taking the storage tank offline didn't have any effect on system pressures within the area, it was an additional resource to ensure system pressures were maintained in that area. Shutting down this facility reduced capacity (0.75 million gallons) for storage within the system.

In the spring of 2012, staff re-engaged Neel-Schaffer/Cheatham & Associates to televise a portion of the transmission line and valves from Martha Lane right-of-way to the stand pipe located at the Martha Lane Elevated Storage Tank. This section was not a part of the previous task authorization.

On June 28, 2012, a report was provided that the televising of the main revealed there is evidence of bio-film in the line, as well as some tuberculation. This is where bacteria (Coliform and E.Coli) are found inside the system. The bio-film is pretty well distributed throughout the length of the line. All significant tuberculation is at or near the joints. This is typical, as the joints are the focus of the greatest stress, which promotes any form of deterioration. The initial

recommendation was to scrub/clean the line and put the water tower back in service. Upon further discussion with the consultant, a collective decision was made to replace the line and valves. Staff concluded that the system was declining rapidly due to its age and that this problem would reoccur within a short period, a couple of years, and replacing the line would be the best option. The Martha Elevated Storage Tank Facility is an important part of the distribution system and placing it back online would increase the City's current storage capacity by .75 million gallons, and assist to ensure system pressures are maintained to provide the additional resources for fire services.

City staff issued a task authorization on July 5, 2013, for the replacement of the existing 24-inch water main serving the Martha Lane elevated storage tank for added capacity. Upon physical location of the water main, staff confirmed that it was a 16-inch line. The replacement will also include replacing the existing altitude valve, butterfly valves and other appurtenances in the existing valve vault at the site. Upon the completion of construction, the Martha Lane Elevated Storage Tank will be placed active and functional on the City's water supply system to ensure added capacity (0.75 million gallons) and the assistance in maintaining system pressures.

## DISCUSSION

Notice to Bidders was published in the *Rowlett Lakeshore Times* as well as posted on the City website on March 27 and April 3, 2014. A non-mandatory Pre-Bid Meeting was held on April 8, 2014, at the job site, 4599 Miramar Drive, Rowlett, Texas 75089 at 2:00 PM. Sealed bids were received in the Purchasing Office until 2:00 PM, on April 17, 2014, and then publicly opened and read aloud in the Municipal Center Annex Conference Room, 4004 Main Street, Rowlett, Texas 75088 in accordance with Texas Local Government Code.

Three bids were received (see attached Bid Tabulation, Exhibit A). Bids ranged from \$190,200 to \$230,670. The low bid for the Total Base Bids was received from Rey-Mar Construction from Fort Worth, Texas in the amount of \$190,200. Rey-Mar Construction, submitted qualification information as required by the project contract documents. However, upon receiving unsatisfactory responses during our reference checks, staff recommends rejecting Rey-Mar Construction's bid and awarding the contract to the next lowest bidder, Fryer Construction Company, in the amount of \$214,850. The difference between the low bidder and second bidder is \$24,650.00 or 11.5 percent. The Engineers' Construction Estimate was \$220,000.

	<b>TOTAL BASE BID</b>	<b>DIFFERENCE</b>
Rey-Mar Construction	\$190,200	
Fryer Construction Company	\$214,850	\$24,650 (11.5%)
Flow-Line Construction Incorporated	\$230,670	\$40,470 (17.6%)

Financials were reviewed by the Chief Financial Officer, Alan Guard. Fryer Construction Company is financially solid and capable of completing this project without financial difficulty. Neel-Schaffer/Cheatham & Associates, the City consultant, has checked the past performance for this Contractor and recommends awarding the project to Fryer Construction Company (see Recommendation of Award, Exhibit B). The proposed construction timeframe is 45 calendar days.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$402,740 is available in CIP funds budgeted of which #598-8201-530-8002, WA1118-Water Tank Refurbishing (\$184,836) and #605-8201-530-8002, WA2100 – Martha Elevated Tank Refurbishment (\$51,499) for a total amount of \$236,335 will be utilized for the Martha Lane Tank Water Main Improvement Project.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budgeted Amount</b>	<b>Project Amount</b>
598-8201-530-8002	WA1118 – Water Tank Refurbishing	\$351,241	\$184,836
606-8201-530-8002	WA2100 – Martha Elevated Tank Refurbishment	\$51,499	\$51,499
		<b>\$402,740</b>	<b>\$236,335</b>

**RECOMMENDED ACTION**

Staff recommends the City Council approve a resolution accepting the bid of and awarding a contract to Fryer Construction Company in the amount of \$214,850 for the total base bid and a ten percent contingency in the amount of \$21,485, resulting in a total project amount of \$236,335 for the Martha Lane Tank Water Main Improvements 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 FRYER CONSTRUCTION COMPANY IN THE AMOUNT OF \$236,335 FOR THE MARTHA LANE TANK WATER MAIN IMPROVEMENTS 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 Martha Lane Tank Water Main Improvements Project for the Water Department and the City of Rowlett; and

**WHEREAS**, the Purchasing Division has taken sealed bids as per bid #2014-51 and is recommending award to the second lowest qualified bid meeting specifications; and

**WHEREAS**, City staff and Neel-Schaffer, Incorporated representatives recommend that the contract be awarded to Fryer Construction Company for its total base bid; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award the contract to Fryer Construction Company.

**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 Fryer Construction Company in the amount of \$214,850 for the total base bid and a ten (10) percent contingency in the amount of \$21,485, for the construction of the Martha Lane Tank Water Main Improvements Project, resulting in a total project amount of \$236,335.

**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 be effective immediately upon its passage.

**ATTACHMENTS**

Exhibit A – Bid Tabulation

Exhibit B – Recommendation of Award

**City of Rowlett - Martha Lane Tank Water Main Improvements**

Bidder	Included Bid Bond	Base Bid Amount
Engineer's Opinion of Probable Construction Cost *		\$190,158.00
Rey-Mar Construction	<b>X</b>	\$190,200.00
Fryer Construction Company	<b>X</b>	\$214,850.00
Flow-Line Construction, Inc.	<b>X</b>	\$230,670.00

\* without contingencies (\$220,000 with contingencies)

City of Rowlett - Martha Lane Tank Water Main Improvements

Pay Item	Description	Unit	Total Quantity	Engineer's Opinion of Probable Construction Cost *		Rey-Mar Construction	
				Unit Price	Total Cost	Unit Price	Total Cost
1	SWPPP	LS	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00
2	Inlet Protection	EA	1	\$200.00	\$200.00	\$350.00	\$350.00
3	Silt Fence	LF	300	\$10.00	\$3,000.00	\$6.00	\$1,800.00
4	Removal, Protection and Replacement of Trees, Shrubbery, Plants, Sod and Other Vegetation	LS	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00
5	Sodding	SY	160	\$10.00	\$1,600.00	\$6.00	\$960.00
6	General Site Preparation	LS	1	\$5,000.00	\$5,000.00	\$650.00	\$650.00
7	Open Cut - 16" PVC C-905 DR-18 Water Conduit	LF	230	\$150.00	\$34,500.00	\$105.00	\$24,150.00
8	Stabilized Construction Entrance (if needed)	SF	750	\$2.00	\$1,500.00	\$4.00	\$3,000.00
9	Chain Link Fence Removal and Replacement	LF	20	\$120.00	\$2,400.00	\$60.00	\$1,200.00
10	Trench Safety	LF	230	\$5.00	\$1,150.00	\$5.00	\$1,150.00
11	Remove and Replace Vault Appurtenances	LS	1	\$74,808.00	\$74,808.00	\$78,040.00	\$78,040.00
12	Riser Pipe	LS	1	\$10,000.00	\$10,000.00	\$39,000.00	\$39,000.00
13	Tank Disinfection	LS	1	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00
14	12" Gate Valve	EA	1	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00
15	Ductile Iron Fittings	TON	2	\$12,000.00	\$24,000.00	\$10,600.00	\$21,200.00
16	Miscellaneous Water Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>Total:</b>					<b>\$190,158.00</b>		<b>\$190,200.00</b>
					* without contingencies (\$220,000 with contingencies)	Math Error on Proposal	

City of Rowlett - Martha Lane Tank Water Main Improvements

Pay Item	Description	Unit	Total Quantity	Fryer Construction Company		Flow-Line Construction, Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost
1	SWPPP	LS	1	\$625.00	\$625.00	\$6,000.00	\$6,000.00
2	Inlet Protection	EA	1	\$50.00	\$50.00	\$1,000.00	\$1,000.00
3	Silt Fence	LF	300	\$2.00	\$600.00	\$5.00	\$1,500.00
4	Removal, Protection and Replacement of Trees, Shrubbery, Plants, Sod and Other Vegetation	LS	1	\$200.00	\$200.00	\$7,000.00	\$7,000.00
5	Sodding	SY	160	\$15.00	\$2,400.00	\$4.00	\$640.00
6	General Site Preparation	LS	1	\$26,000.00	\$26,000.00	\$45,000.00	\$45,000.00
7	Open Cut - 16" PVC C-905 DR-18 Water Conduit	LF	230	\$270.00	\$62,100.00	\$160.00	\$36,800.00
8	Stabilized Construction Entrance (if needed)	SF	750	\$3.00	\$2,250.00	\$1.00	\$750.00
9	Chain Link Fence Removal and Replacement	LF	20	\$30.00	\$600.00	\$30.00	\$600.00
10	Trench Safety	LF	230	\$5.00	\$1,150.00	\$6.00	\$1,380.00
11	Remove and Replace Vault Appurtenances	LS	1	\$70,375.00	\$70,375.00	\$60,000.00	\$60,000.00
12	Riser Pipe	LS	1	\$31,000.00	\$31,000.00	\$40,000.00	\$40,000.00
13	Tank Disinfection	LS	1	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
14	12" Gate Valve	EA	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
15	Ductile Iron Fittings	TON	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
16	Miscellaneous Water Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>Total:</b>					<b>\$214,850.00</b>		<b>\$230,670.00</b>
				Math Error on Proposal		Words used, not numbers	



May 29, 2014  
N-S Account No. 11704

Ms. Sherrelle Diggs, P.E.  
Civil Engineer  
City of Rowlett  
4310 Industrial Street  
Rowlett, Texas 75088

Reference: Martha Lane Tank Water Main Improvements

Dear Ms. Diggs:

Sealed bids were received by the City of Rowlett on April 17, 2014, for the referenced project. Three contractors submitted bids for this project. Enclosed is a copy of the Bid Tabulation for the bids.

We understand that the City has rejected the bid submitted by Rey-Mar Construction. The Opinion of Probable Construction cost was \$220,000.00 (with contingencies). Below is a summary of the two responsive bids on this project:

Bidder	Bid
Fryer Construction Company	\$214,850.00*
Flow-Line Construction, Inc.	\$230,670.00**

There were minor discrepancies in the bids. These included math errors \* and a mismatch in the unit price between the words and numbers\*\*. Neither changed the ranking of the bidders.

As requested, we have contacted references for Fryer Construction Company. We have talked with three so far and all provided a positive response regarding their overall performance including their timeliness. All three references indicated that they would hire them again.

We appreciate the opportunity to work with you on this important project. Please call if you need additional information.

Sincerely,

NEEL-SCHAFFER, INC.

Derek Cheatham, P.E.  
Vice President / Engineer Manager



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

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7E

**TITLE**

Consider a tree mitigation plan and related tree removal permit application for more than three trees associated with the Four Square Addition for property located at 2817 Main Street. (DP14-705)

**STAFF REPRESENTATIVE**

Garrett Langford, AICP, Principal Planner

**SUMMARY**

This is a request to remove more than three protected trees from an 8.051-acre tract of land located along the north side of Main Street, adjacent to Lone Star Storage. The subject property is located at 2817 Main Street, further described as being an 8.051 acres of land in the Thomas Collins Survey, Abstract No. 332 and the U. Matthusen Survey, Abstract No. 1017, City of Rowlett, Dallas County, Texas. (Attachment 1 Location Map). The proposed tree mitigation and preservation plan (Exhibit B) submitted by the applicant is proposing to remove 17 protected trees totaling in 260 caliper inches while preserving 42 protected trees totaling in 605 caliper inches in tree mitigation credit. In total, the applicant will be removing 27 trees including 17 protected and 10 unprotected trees.

**At their May 27, 2014 meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the request to remove the 17 protected trees.**

**BACKGROUND INFORMATION**

The applicant, Lone Star Storage, is proposing to expand their mini-warehouse facility located at 2817 Main Street by adding an RV/Boat Storage facility. The proposed development will consist of 90 stalls for RV/Boat storage. In 2008, the Planning and Zoning Commission approved a Conditional Use Permit to allow the RV/Boat storage facility. A copy of the Staff Report from the 2008 Conditional Use Permit is provided in Attachment 2 for background information.

Since 2008, the developer has been working to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA, which issued the CLOMR in August of 2013. The CLOMR was needed in order to modify the floodplain on the property. As a result of this ongoing work by the applicant, the Conditional Use Permit has not expired. The applicant submitted a Development Plan for Staff review in late fall of 2013. The Development Plan will require approval from the Planning and Zoning Commission. Before the proposed Development Plan can be considered by the Planning and Zoning Commission, the tree mitigation plan must be approved by City Council.

## **DISCUSSION**

Per section 77-508.H of the Rowlett Development Code, "Tree preservation," the purpose of tree preservation is as follows:

1. Purpose. The purpose of this section is to encourage the preservation of long-established trees of sizes that, once removed, can be replaced only after many generations of tree growth; to preserve protected trees during construction; and to control the removal of protected trees. It is the intent of this section to achieve the following:
  - (a) Prohibit the indiscriminate clearing of trees from property;
  - (b) To the greatest extent possible, preserve and maintain protected trees so as to enhance the quality of development;
  - (c) Protect and increase the value of residential and commercial properties within the city by maintaining the city's current tree inventory;
  - (d) Maintain and enhance a positive image for the attraction of new business enterprises to the city;
  - (e) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the city; and
  - (f) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.

The City Council shall deny a tree removal permit and associated tree survey and preservation plan if it is determined that:

1. Removal of the tree is not reasonably required in order to conduct anticipated activities;
2. A reasonable accommodation can be made to preserve the tree; or
3. The purpose and intent of this subchapter is not being met by the applicant.

The proposed tree removal is needed in order to conduct anticipated activities on the site and that no reasonable accommodation could be made. The selected trees for removal are limited to the confines of the area of construction. To deny the removal will require the developer to substantially reconfigure their proposed development. The applicant has identified 42 protected trees totaling in 605 caliper inches for tree replacement credits to offset the 260 inches to be removed.

## **FISCAL IMPACT**

N/A

## **RECOMMENDED ACTION**

Based on meeting the criteria in the RDC, and in accordance with the Planning and Zoning Commission's recommendation, Staff recommends that City Council approve the request.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, GRANTING APPROVAL OF A TREE SURVEY/PRESERVATION PLAN AND ACCOMPANYING TREE REMOVAL PERMIT FOR FOUR SQUARE ADDITION, BEING A TOTAL OF APPROXIMATELY 8.051± ACRES OF LAND LOCATED IN THE THOMAS COLLINS**

**SURVEY, ABSTRACT NO. 332 AND THE U. MATTHUSEN SURVEY, ABSTRACT NO. 1017, CITY OF ROWLETT, DALLAS COUNTY AS DESCRIBED IN EXHIBIT 'A'; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with the laws of the State of Texas and the ordinances of the City of Rowlett, have given the requisite notices by publication and otherwise, and where the governing body have legislative discretion and has concluded that this resolution is in the best interest of the City of Rowlett;

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

**Section 1:** That the City Council hereby finds that the proposed tree removal is needed in order to conduct anticipated activities on the site and no reasonable accommodation could be made.

**Section 2:** That the property described in Exhibit 'A', attached hereto and incorporated herein, consisting of 8.051 +/- acres, is hereby granted approval of a Tree Survey/Preservation Plan (Exhibit 'B') and accompanying Tree Removal Permit.

**Section 3:** That should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**Section 4:** That this resolution shall take effect immediately from and after its passage and the publication of the caption of said resolution as the law in such case provides.

**ATTACHMENTS**

Exhibit A – Legal Description

Exhibit B – Landscape/Tree Mitigation Plan

Attachment 1 – Location Map

Attachment 2 – Conditional Use Permit 2008

BEING an 8.051 acre tract of land situated in the THOMAS COLLINS SURVEY, ABSTRACT NO. 322 and the U. MATTHESEN SURVEY, ABSTRACT NO. 1017, in the City of Rowlett, Dallas County, Texas, and being a portion of that certain tract of land of land described in Volume 92051, Page 1551 D.R.D.C.T.,

BEGINNING at a 5/8 inch iron found at the southwest corner of Lot 1, Block A, 4 Square Addition, an addition to the City of Rowlett, Dallas County, Texas, according to the Final Plat recorded in Volume 2001011, Page 127, Plat Records of Dallas, County, Texas, (P.R.D.C.T.) said iron rod also being in the east right of way line of Main Street;

THENCE easterly and later northerly with the south and east line of Lot 1, Block A, 4 Square Addition as follows:

North 43° 25' 53" East, a distance of 159.58 feet to a 5/8" iron rod found for corner;  
 North 66° 14' 04" East, a distance of 304.18 feet to a 1/2" iron rod found at the southeast corner of Lot 1, for corner;  
 North 15° 50' 49" West, a distance of 153.02 feet to an "X" set cut in concrete for corner;  
 North 32° 02' 36" West, a distance of 139.56 feet to an "X" found cut in concrete for corner;  
 North 13° 39' 02" East, a distance of 145.98 feet to a 1/2" iron rod with plastic cap stamped "Disciullo and Terry" set at the northeast corner of Lot 1, Block A, 4 Square Addition, for corner;

THENCE North 88° 19' 14" East, a distance of 57.16 feet to a 5/8" iron rod found for angle point;

THENCE North 87° 57' 47" East, a distance of 22.44 feet to a 1/2" iron rod with plastic cap stamped "Disciullo and Terry" set at the northwest corner of a tract of land conveyed to Retail Buildings, Inc., according to the deed recorded in Volume 99215, Page 5252, D.R.D.C.T., for corner;

THENCE South 05° 19' 39" East, along the west line of said Retail Buildings, Inc. tract, a distance of 48.63 feet to a 1/2 inch iron rod found for a corner;

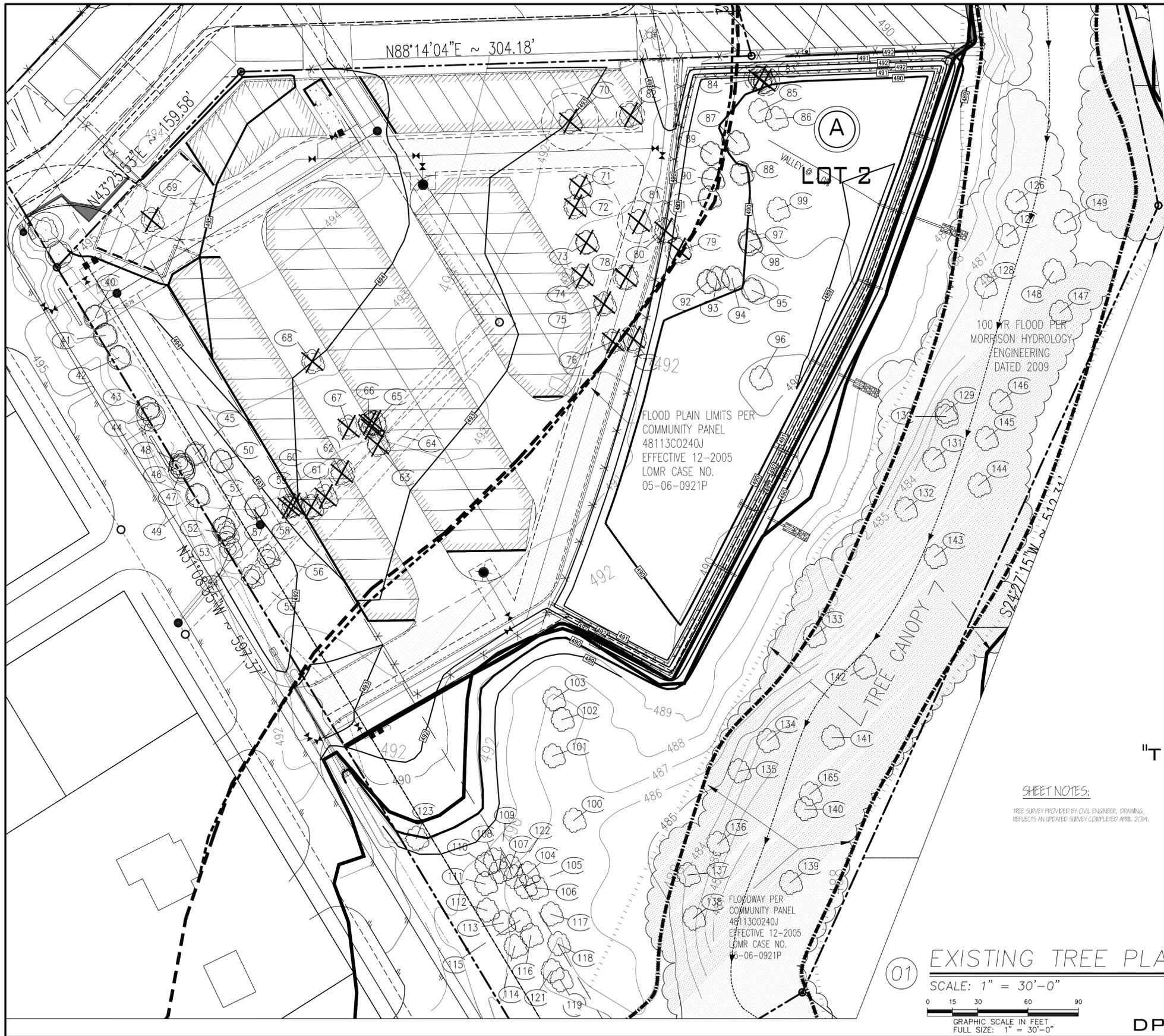
THENCE North 88° 41' 39" East, with the south line of the Retail Buildings, Inc. tract, a distance of 144.86 feet to a 1/2 inch iron rod found at the southeast corner of the Retail Buildings, Inc. tract, said iron rod also being in the west line of a tract of land conveyed to Darrell A. Trahan III and Lori Trahan, according to the deed recorded in Volume 2004066, Page 6869, D.R.D.C.T., for a corner;

THENCE South 11° 48' 42" East, with the west line of the Trahan tract, at a distance of 206.80 feet passing the northwest corner of Lot 6, Rowlett Business Park Addition, an addition to the City of Rowlett, Dallas County, Texas, according to the plat recorded in Volume 78122, Page 493, P.R.D.C.T., and continuing with the west line of Lot 6 and later Lot 7, Rowlett Business Park Addition, in all a distance of 483.15 feet to a 1/2 inch iron rod with a plastic cap stamped "DiSciullo & Terry" for a corner;

THENCE South 24° 27' 15" West, with the west line of Lot 7, Rowlett Business Park Addition, at a distance of 274.76 feet passing the southwest corner of Rowlett Business Park Addition, in all a total distance of 512.31 feet to a 1/2 inch found iron rod at the southwest corner of a tract of land conveyed to Alvin E. Chandler, Jr. according to the deed recorded in Volume 200000344, Page 2173, D.R.D.C.T., said iron rod also being the northeast corner of a tract of land conveyed to BB Asset Management, according to the deed recorded in Volume 91073, Page 1942, D.R.D.C.T., for a corner;

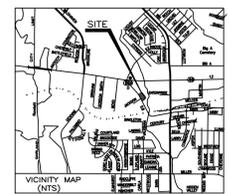
THENCE South 58° 52' 11" West, with the northwesterly line of the BB Asset Management tract, at a distance of 113.94 feet passing the northwest corner of said tract, same being the east right of way line of Main Street, as recorded in Volume 2167, Page 109, D.R.D.C.T., then with the east line of Main Street, a total distance of 157.71 feet to a 1/2 inch iron rod found for corner;

THENCE North 31° 08' 55" West, with the east right of way line of Main Street, a distance of 597.37 feet to the POINT OF BEGINNING containing a calculated area of 8.051 acres (350,705 square feet) of land.



TREE SURVEY  
APRIL 2014

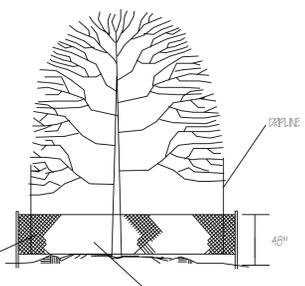
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TREE PRESERVATION KEY



TOTAL # OF TREES PROPOSED FOR PRESERVATION / CREDIT	605*
TOTAL # OF TREES PROPOSED FOR REMOVAL	260*
TOTAL # OF PROPOSED VIOLATION WITH CREDIT REQUESTED	+ 540**



MINIMUM TREE PROTECTION  
SCALE: NTS

"TREE SURVEY/PRESERVATION PLAN"

SHEET NOTES:  
TREE SURVEY PROVIDED BY CIVIL ENGINEER. DRAWING REFLECTS AN UPDATED SURVEY COMPLETED APRIL 2014.

**JCL**  
J. CAMILLE LA FOY  
LANDSCAPE ARCHITECTURE CONSULTING  
1010 NORTH GREENVILLE AVENUE, #242  
ALLEN, TEXAS 75002  
214-502-4038



EXISTING TREE PLAN

SCALE: 1" = 30'-0"



DP-14-705

**Rowlett CITY OF ROWLETT, TEXAS**  
DEPARTMENT OF PUBLIC WORKS

DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.  
ENGINEERING AND SURVEYING  
908 WEST MAIN STREET • ARLINGTON, TEXAS 76013  
(817) 275-3361  
ESTABLISHED 1953 • FIRM Nos. E-615 and S-100049-00

**SITE PLAN - SOUTH**  
LOT 2, BLOCK A,  
4 SQUARE ADDITION  
ROWLETT, DALLAS COUNTY, TEXAS

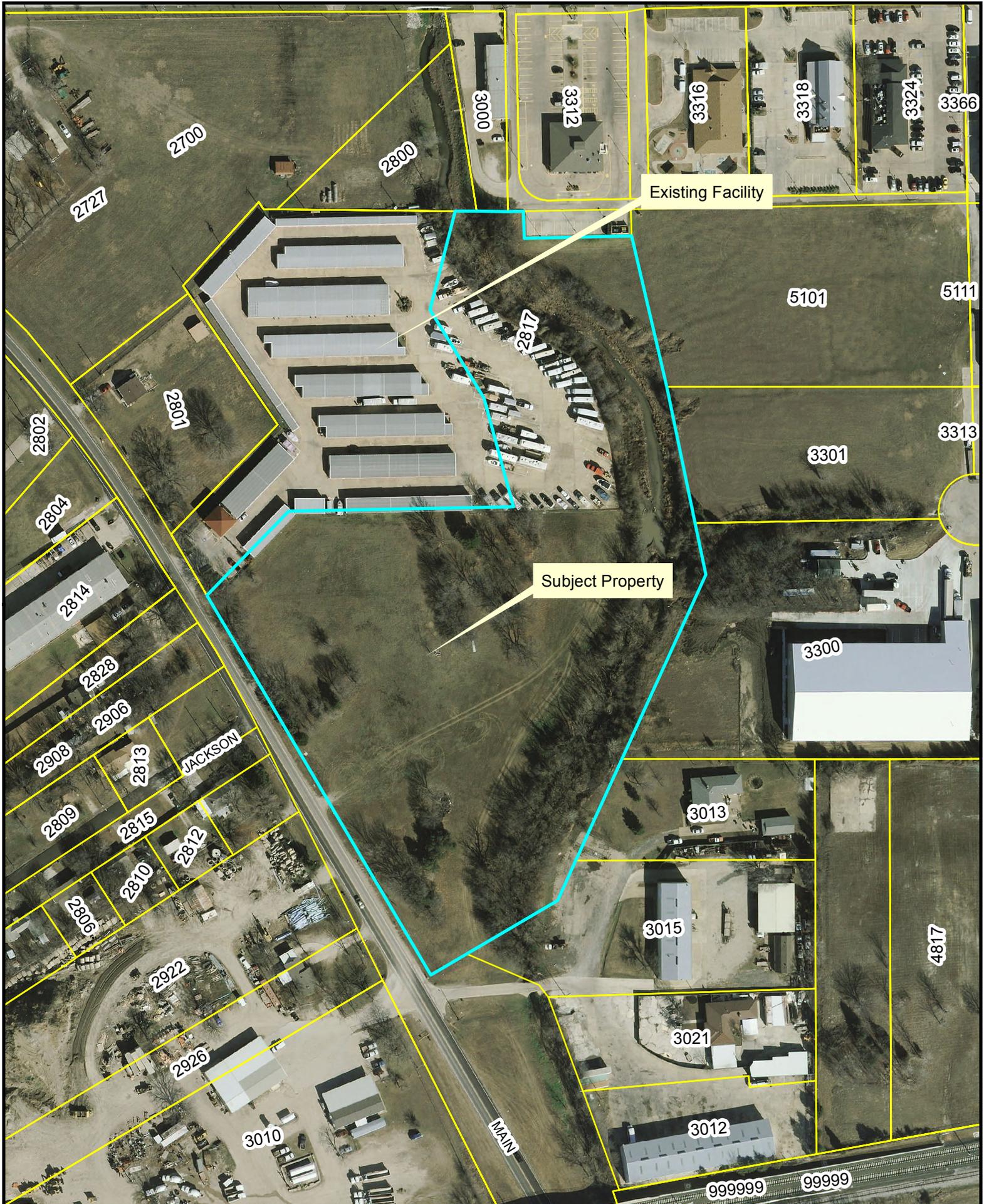
OWNER: LONE STAR STORAGE, LTD  
BY ITS GENERAL PARTNER: LONE STAR SELF STORAGE, INC.  
3838 OAKLAWN AVE., SUITE 1720, DALLAS, TEXAS 75219 • PHONE: (214) 522-6050

DESIGNED: JCL	SCALE: 1" = 30'	DATE: OCTOBER, 2013	SHEET: L1.00
DRAWN: JCL	PROJECT No.: E-1062		
CHECKED: JCL			

No.	Description	Date
3	THIRD SUBMITTAL	5-21-14
2	SECOND SUBMITTAL	3-21-14
1	FIRST SUBMITTAL	2-25-14
No.	Description	Date

REVISIONS

# Location Map



**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF ROWLETT, TEXAS, HELD IN THE MUNICIPAL CENTER  
4000 MAIN STREET, AT 7:00 P.M., OCTOBER 14, 2008**

**PRESENT:** Chairman Kevin Moore, Vice-Chairman Greg Peebles,  
Commissioners Charles Alexander, Chuck Knickerbocker, Jeff  
Thomas, Rick Sheffield

**ALSO PRESENT:** Alternate Greg Landry

**ABSENT:** Commissioner Chris Cigainero

**STAFF PRESENT:** Development Services Director Keri Samford, Amy Mathews  
Planner II, Erin Jones Planner II, Sr. Administrative Assistant Kendra  
Frederick

**A. CALL TO ORDER**

---

Chairman Moore called the meeting to order at 7:10 p.m.

**B. CONSENT AGENDA**

---

**1. Minutes of the regular meeting of September 23, 2008.**

Commissioner Jeff Thomas made a motion to approve the minutes of September 23, 2008.  
Commissioner Rick Sheffield seconded the motion. Motion approved 6-0-1 with Commissioner Chuck  
Knickerbocker abstaining.

**C. PUBLIC HEARINGS**

---

**1. Conduct a public hearing and take appropriate action on a request to amend previously approved Planned Development (PD) # 2006-336 for a 4,997± square foot convenience store. The subject property is located on the northwest corner of Cheisa Road and Lakeview Parkway, being 2.67 acres located in the James Hobbs survey, abstract number 571. [ZAM08-382]**

Erin Jones came forward to present this case. She stated that the above mentioned Planned Development was approved in June 2006 and since that time the site has shifted due to an Atmos Energy line. The change in the site requires the applicant to amend the Planned Development with a new concept plan. The applicant is requesting that the revision remain under the old code which was the 2001 zoning ordinance and also requests that the trees that are typically required in the front landscape buffer be waived due to the existing Atmos Energy line. The applicant is proposing to provide the required sod, shrubs, and berm in the landscape buffer. Mrs. Jones reiterated that in the work session it was discussed to require the applicant to move the trees that would normally be required in

**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF ROWLETT, TEXAS, HELD IN THE MUNICIPAL CENTER  
4000 MAIN STREET, AT 7:00 P.M., OCTOBER 14, 2008, Cont.**

that area to a different location on the property. Since no one came forward in the public hearing, Vice Chairman Greg Peebles made a motion to close the public hearing. Mr. Thomas seconded the motion. Motion passed with a 7-0 vote.

Mr. Thomas asked Keri Samford, Development Services Director, if the applicant can either move the trees or donate the trees to the City. She responded that if it is Tree Mitigation, it is the applicant's option whether they want to mitigate or pay the fee in lieu of mitigation. She stated that since the trees are being moved, that she is unsure if Planning and Zoning can make that recommendation to City Council. Mr. Moore asked how many trees would be required in the landscape buffer. With that the applicant, Kevin Patel with Dimension Group, 10755 Sandhill Road, Dallas, TX 75238 came forward and stated that there are between 10 to 12 trees required and that they would be willing to re-locate the trees elsewhere on the property. Mr. Sheffield stated that keeping the trees on the property could serve as better screening to the adjacent residential since the residential behind the property is zoned commercial and there are no screening requirements.

Mr. Thomas made a motion to recommend to City Council approval of the amended Planned Development subject to the applicant moving the trees that will be required in the Atmos easement to another location on the property. Mr. Sheffield seconded the motion. Motion passed with a 7-0 vote.

**2. Conduct a public hearing and take appropriate action on a request for a Conditional Use Permit for a Boat and RV storage facility in general manufacturing (M-2) zoning. The subject property is located on the northeast corner of Jackson St. and Main St, being 5.912 ± acres located in the Thomas Collins Survey, Abstract 332 [CUP08-370]**

Ms. Jones came forward and stated that Phase I of this project was completed in September 2000. At that time, the applicant only did mini-warehouse. The applicant is now proposing to do Phase II as a boat/RV storage which requires a Conditional Use Permit in M-2 zoning. The applicant is requesting that instead of the masonry fence along the rear that would normally be required, that they be permitted to have a wrought iron fence and that the existing trees along the creek bed be allowed to be used as the living screen wall. With no one coming forward in the Public Hearing, Mr. Knickerbocker made a motion to close the Public Hearing. Commissioner Charles Alexander seconded the motion. Motion passed with a 7-0 vote.

Mr. Thomas asked the applicant what side of the tree line the wrought iron tree line. A consultant representing the applicant came forward. Karl Stauss at 3767 Forest Lane, Dallas, TX stated that the wrought iron fence would be on the west side of the tree line by about 100 feet. Mr. Moore asked Mr. Stauss about the entrances. Mr. Stauss clarified that the hopes of the project are to make it look like phase one. The applicant's plans are to redo the existing parking. Today, there is a driveway with cars on both sides in which their plans are to remove and relocate the parking on the south side so the property can have a single entry to have common management and common security control. The

**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF ROWLETT, TEXAS, HELD IN THE MUNICIPAL CENTER  
4000 MAIN STREET, AT 7:00 P.M., OCTOBER 14, 2008, Cont.**

second entrance shown is a fire lane only access. Mr. Moore asked staff about the existing sewer line shown as being abandoned. Tom Harris, City Engineer, verified that the sewer line is not being used at this time. Mr. Peebles asked if wrought iron fence requested will be enough of a security deterrent to keep potential theft down. The applicant stated that with the 6 ft. requirement for the fence will be enough. Ms. Samford stated that in the work session there was a discussion about the masonry requirements and looking at the plan, the masonry does not look like it goes all the way down the front side of Main St. Mr. Stauss stated that the fire lane that goes around the eastern side of the project and out to the street is on or about the floor plain in most of the land. For part of it, it turns back into the flood plain and the applicant proposes to do a double or triple layer of screening material because of the flood plain. The applicant does not want to put a masonry wall in the flood plain so he felt he should leave it open and use the existing tree line as the screening wall. The way that the project is set up, the wrought iron fence would more than likely never be seen from the north. The only properties that would be exposed to it would be the industrial properties next to it. Mr. Stauss further explained that at the end of each building, there is a masonry wall so if someone is looking into the property, a masonry wall would be seen. With that, Alternate Greg Landry made a motion to allow the variance for the wrought iron fence in combination with the existing tree line as the living screen wall and the approval for the Conditional Use Permit for the boat and RV storage. Mr. Sheffield seconded the motion. Motion approved with a 7-0 vote.

#### **D. ITEM FOR INDIVIDUAL CONSIDERATION**

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- 1. Consider a request and make a recommendation to City Council regarding alternate building materials for ALDI Food Stores. The subject property is located at 3500 Lakeview Parkway and consists of 17,368 ± square feet of an existing building. [DP08-384]**

Amy Mathews came forward to present this case. Currently the building has stucco and exposed aggregate and has been vacant for over six months which would require the applicant to bring it up to code. The applicant is proposing to use the existing aggregate and paint over it and is also requesting to waive the 20% accent material per elevation on part of the east elevation and the south elevation.

Chairman Moore asked if the landlord will need to come to Planning and Zoning for a request to paint the rest of the building since ALDI will only be responsible for their portion of their property. Ms. Samford stated that the landlord will need to come in with whoever takes the other section of the building if they are requesting a masonry exception.

Justin Beetle at 1445 County Road 223, Collinsville, TX came forward. He stated that the applicant is requesting to paint the aggregate to minimize the cost to the landlord and to keep from putting up another type of exterior wall.

Chairman Moore stated that on the south elevation and the west elevation the applicant is requesting to paint it a white color which potentially stands out for graffiti. Mr. Moore asked if the landlord has given

MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF ROWLETT, TEXAS, HELD IN THE MUNICIPAL CENTER  
4000 MAIN STREET, AT 7:00 P.M., OCTOBER 14, 2008, Cont.

any thought to matching the color to the brick out front and Mr. Beetle stated that he was unsure if the applicant had entertained any other idea for colors. He also stated that he feels if the aggregate was painted a maroon color to match the colors of the store, it would look much worse than a tan wall. Mr. Knickerbocker stated that he is in favor of approving the application but would like to have the aggregate be left unpainted. After Mr. Knickerbocker made a motion and with further discussion, he decided to withdraw his motion. Mr. Thomas made a motion to recommend approval to the City Council of the façade plan special exception request as submitted with the exception of the painting of the aggregate of the west and south side of the building. Mr. Knickerbocker seconded the motion. Motion passed with a 6-1 vote.

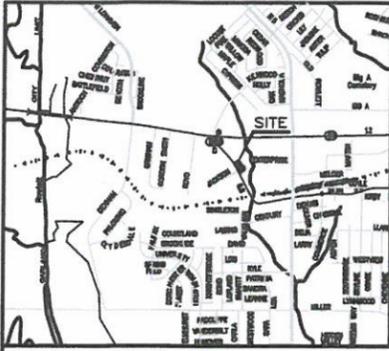
**E. ADJOURNMENT**

Chairman Moore adjourned the meeting at 7:57 p.m.

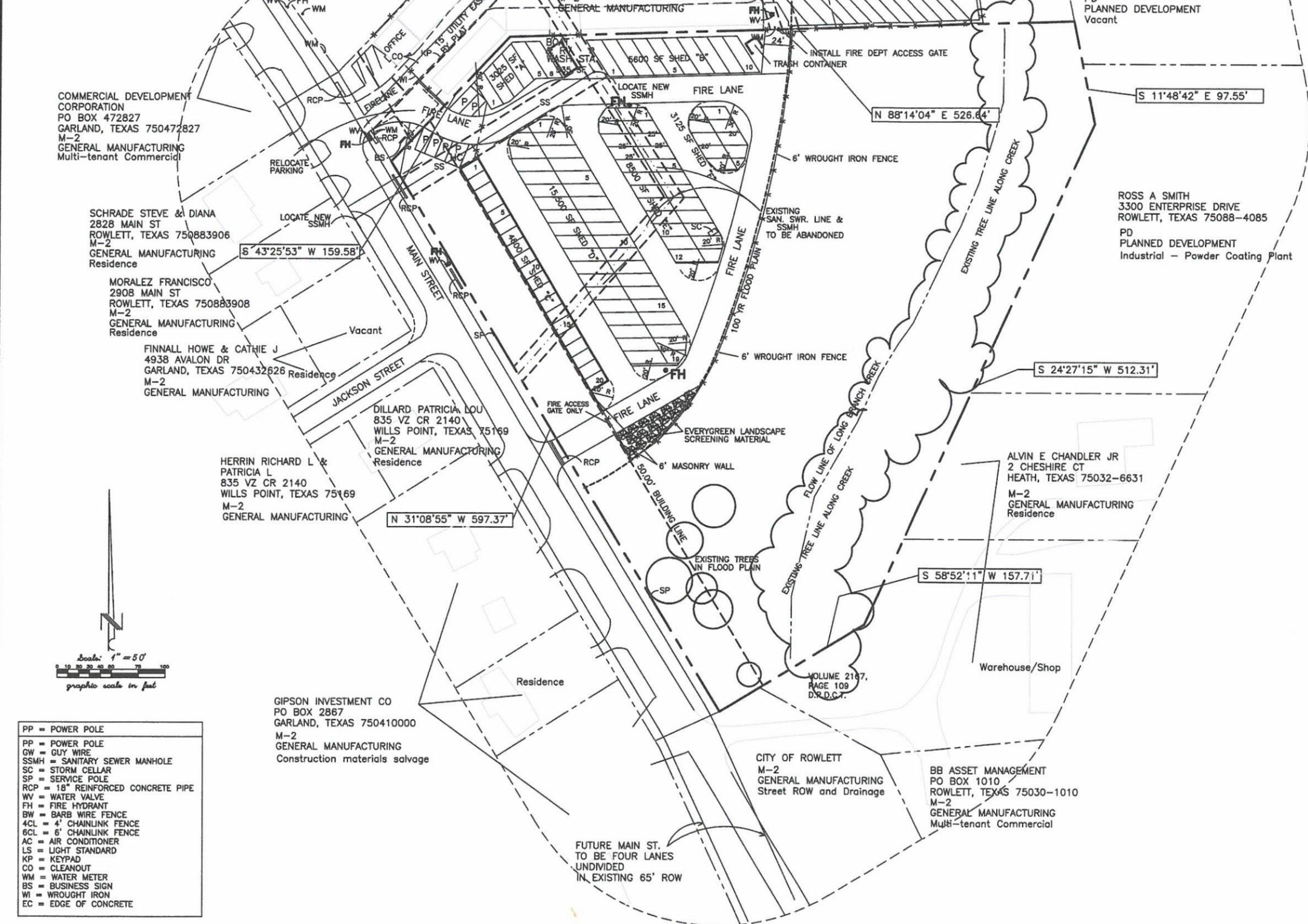


Chairman

Secretary



VICINITY MAP (NTS)



**LEGAL DESCRIPTION**

BEING 5.912 acres of land situated in the THOMAS COLLINS SURVEY, ABSTRACT NO. 322 and the U. MATHESEN SURVEY, ABSTRACT NO. 1017, in the City of Rowlett, Dallas County, Texas, and being a portion of that land described in Volume 92051, Page 1551 D.R.D.C.T.,

BEGINNING at a 1/2 inch iron found for a corner at the intersection of the East line of Main Street and the North line of a 1.47 acre tract of land conveyed to the State of Texas by Deed recorded in Volume 2107, Page 109 of the Deed Records of Dallas County, Texas, and said point also being the Southwesterly corner of said 5.912 acre tract;

THENCE North 31 degrees 08 minutes 55 seconds W, along the East line of Main Street, a distance of 597.37 feet to a 5/8 inch found iron rod, said point being in the Southwest corner of Lot 1, Block A 4 Square Addition as recorded in Volume 12001011, page 127 P.R.D.C.T.

THENCE North 43 degrees 25 minutes 53 seconds a W, a distance of 159.58 feet to a corner, said line being with the south line of Lot 1 Block A 4 Square Addition;

THENCE North 88 degrees 14 minutes 04 seconds East, a distance of 526.64 feet to a corner, said line also being a portion of the south line of Lot 1 Block A 4 Square Addition;

THENCE South 11 degrees 48 minutes 42 seconds East, a distance of 97.55 feet to a 1/2 inch set iron rod for a corner;

THENCE South 24 degrees 27 minutes 15 seconds West, a distance of 512.31 feet to a 1/2 inch found iron rod for a corner;

THENCE South 58 degrees 52 minutes 11 seconds West, 157.71 feet to the POINT OF BEGINNING and CONTAINING a total of 5.912 acres or 257,509 square feet of land.

This Concept Plan is for illustrative purposes only and is subject to change. Significant deviations from this Concept Plan, as determined by the Director of Planning, will require an amendment to the Concept Plan.

This plan will be developed in accordance with City of Rowlett Standards.

This Concept Plan is a part of a request for Conditional Use Permit (CUP) for mini-warehouse and storage with boat and RV storage. This plan includes a request for a variance from the screening/fencing requirements to allow the use of wrought iron fencing along the eastern side of the development at the flood plain line and to allow the existing tree line along the creek to act as the required landscape screening buffer otherwise required.

**PROJECT SUMMARY**

LOT 2, BLOCK A, 4 SQUARE ADDITION, PROPOSED  
5.912 AC., 257,509 S.F.

**BLDG SUMMARY**

SHED "A"	3025 SF	BOAT & RV STORAGE	6 UNITS
WASH STA.	535 SF	WASH STATION	
SHED "B"	5600 SF	BOAT & RV STORAGE	10 UNITS
SHED "C"	4800 SF	BOAT & RV STORAGE	19 UNITS
SHED "D"	15,500 SF	BOAT & RV STORAGE	5 UNITS
SHED "E"	8500 SF	BOAT & RV STORAGE	20 UNITS
SHED "F"	3125 SF	BOAT & RV STORAGE	12 UNITS
<b>TOTAL</b>	<b>41,085 SF</b>		<b>72 UNITS</b>

**PARKING SUMMARY**

PARKING REQ'D : 1 SPACE PER 50 STORAGE UNITS = 2 SPACES  
PARKING SHOWN : 2 NEW SPACES, 4 REPLACEMENT SPACES

**ZONING CONCEPT PLAN  
EXHIBIT B  
4 SQUARE STORAGE  
PHASE TWO - A  
M-2 General Manufacturing ZONING**

5.912 AC.  
THOMAS COLLINS SURVEY, ABSTRACT 332  
DALLAS COUNTY  
OWNER: LONE STAR STORAGE, LTD  
3838 OAKLAWN, SUITE 1720  
DALLAS, TEXAS 75219  
214-522-6050

ENG/SURVEYOR: JOHN D. ZIMMERMAN, RPLS  
908 W. MAIN ST.  
ARLINGTON, TEXAS 76013  
817-461-0188

SUBMITTED: JUNE 2008  
REVISED: Sept 9, 2008  
REVISED: Oct 7, 2008

*CUP approved as Presented 10/14/08 P+Z*

- PP = POWER POLE
- GW = GUY WIRE
- SSMH = SANITARY SEWER MANHOLE
- SC = STORM CELLAR
- SP = SERVICE POLE
- RCP = 18" REINFORCED CONCRETE PIPE
- WV = WATER VALVE
- FH = FIRE HYDRANT
- BW = BARB WIRE FENCE
- 4CL = 4' CHAINLINK FENCE
- 6CL = 6' CHAINLINK FENCE
- AC = AIR CONDITIONER
- LS = LIGHT STANDARD
- KP = KEYPAD
- CD = CLEANOUT
- WM = WATER METER
- BS = BUSINESS SIGN
- WI = WROUGHT IRON
- EC = EDGE OF CONCRETE

GIPSON INVESTMENT CO  
PO BOX 2867  
GARLAND, TEXAS 750410000  
M-2  
GENERAL MANUFACTURING  
Construction materials salvage

CITY OF ROWLETT  
M-2  
GENERAL MANUFACTURING  
Street ROW and Drainage

BB ASSET MANAGEMENT  
PO BOX 1010  
ROWLETT, TEXAS 75030-1010  
M-2  
GENERAL MANUFACTURING  
Multi-tenant Commercial

FUTURE MAIN ST.  
TO BE FOUR LANES  
UNDIVIDED  
IN EXISTING 65' ROW



## City of Rowlett Staff Report

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 7F

### **TITLE**

Consider action to approve a resolution awarding the proposal for the Integrated Library System to Biblionix, LLC in the amount of \$68,250 including a five-year subscription for the Apollo hosted solution and authorizing the City Manager to execute the necessary documents for said contract.

### **STAFF REPRESENTATIVE**

Kathy Freiheit, Director of Library Services  
Allyson Wilson, Purchasing Agent

### **SUMMARY**

As discussed at the June 3, 2014, Council Work Session, the purpose of this item is to receive approval from the City Council for the purchase of software to replace the Library's Integrated Library System (ILS). The Library's Horizon automated library system has exceeded its useful life expectation. Implemented in 2003, support for the system server is no longer available from the vendor, SirsiDynix, and there is no expectation that software support will be provided beyond the current maintenance agreement, which expires in October 2014. Lacking upgrades, the system necessarily runs on Windows XP, which is no longer supported by Microsoft. Continued dependence on the system is cause for much concern, as the potential for failure is real and replacement is a matter of urgency.

A Request for Proposals (RFP) for an Integrated Library System was issued in February 2014. The purpose of this discussion is to share information with Council regarding the process followed in researching available systems and evaluating vendor proposals, and to recommend a solution for replacement of the Horizon ILS.

### **BACKGROUND INFORMATION**

The Horizon ILS manages the Library's circulation transactions, cataloging and item holdings records, and the online public access catalog. The system registers and validates Library cardholders, tracks the status of materials as they are borrowed and returned, and authenticates users of the Library's online databases, downloadable digital media (like OverDrive), and public (PC Lab) computers. The ILS provides statistical reports and generates notices for Library customers regarding overdue items, fines and fees, and the availability of requested items ("holds") when they are ready and available for checkout.

Horizon has grown increasingly unreliable and suffers from frequent slowdowns and operational quirks. Over the past three years, Horizon has fully "crashed" six times, with down time on those occasions ranging from one to three days. In March, the system began freezing up

hourly, resulting in two to four minute delays before becoming operational again. Whenever the system is down, there is no “offline checkout” capability. Staff must resort to manual means to record checkouts and renewals, and nothing can be checked in. This frequently leads to clerical or other processing errors, in addition to cartloads of returned materials that sit in wait for check-in before they can be returned to the shelves. Even with the good fortune of finding third-party server support, waiting on replacement hardware that (hopefully) will revive an 11-year-old computer system creates anxieties for staff, consumes IT capacity, and inconveniences Library customers.

In FY2013, Library staff used Horizon to transact almost 300,000 item checkouts, catalog more than 14,000 new materials, and maintain a database of nearly 30,000 registered borrowers. The Library ILS provided online catalog access to a collection of over 100,000 physical items and 7,000 downloadable digital media titles. The ILS also supported user authentication for about 110,000 online database searches and 27,000 PC Lab user sessions.

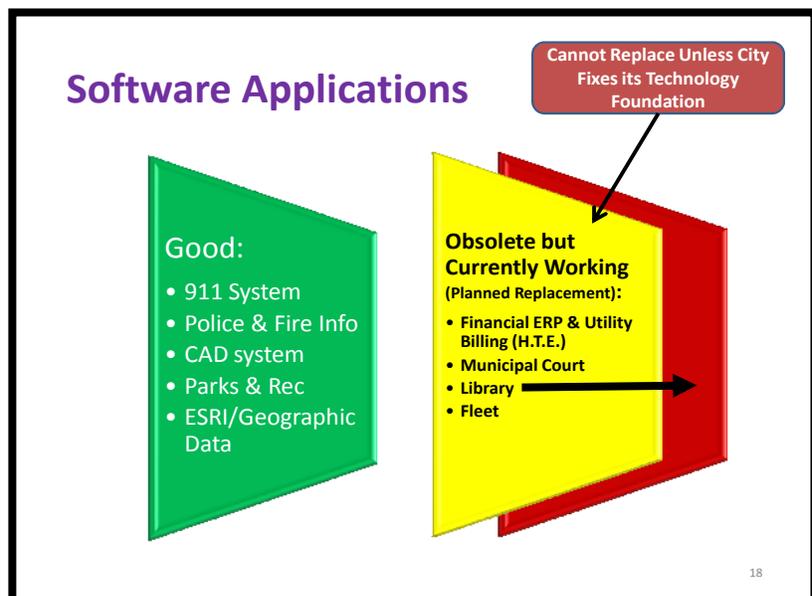
## DISCUSSION

### GOALS:

Since 2012, Library staff have been actively researching options for a replacement ILS. The process involved all members of staff so that everyone could offer feedback about “must have” functionalities and their benefit to Library customers. Products were considered and choices narrowed through professional reading, from conversations with exhibitors at library conferences, and by benchmarking with library peers. Both administrative and front-line staff made trips to neighboring libraries to gain insights on their installations, and in-library vendor demonstrations were hosted. The benefit of on-site (turnkey) vs. hosted (cloud-based) systems was exhaustively discussed. In short, a fully integrated, 21<sup>st</sup> Century ILS, user-friendly to both customers and staff, with options for future expandability would fit the bill. The system must bring efficiencies in day-to-day operations, while adding value for Library customers by enhancing their experience in using it.

### WHY DID THIS TAKE SO LONG?

By Spring 2013, it was learned that replacement of the Library’s ILS needed to be put on hold until City network infrastructure improvements could be made. In his April 2013 report to Council, Information Technology Consultant Chip Collins included Library software in an “Obsolete but Currently Working” category, cautioning that even a hosted solution would not likely perform to satisfaction without foundational improvements. Since then, loss of support for



Windows XP has pushed that diagnosis into critical condition.

In the meantime, staff continued their work in building a list of requirements for a replacement ILS. Customer-friendly features, included choice in receiving notices by text, email, print or by phone, an option for self-service “holds” pickup, and an expectation for self-checkout capability. A “next generation” library catalog was also important, one offering sophisticated search capabilities with customized screen displays, digital media integration, links to online databases, mobile functionality and apps. Expandability “wish list” features included Radio Frequency Identification System (RFID) compatibility, e-commerce capability (for customer self-payment, etc.) and the ability for staff to register customers and check out items at locations remote from the Library. Vendor qualities desired included financial stability, an established and affordable product, a reputation for providing excellent customer support, ease in migrating data, and meaningful staff training. Staff “nuts and bolts” needs included interoperability with the Texas State Library’s Navigator system for interlibrary loans, electronic acquisitions for ordering and invoicing, robust management reporting, and inventory management tools. Staff also wanted to have a “voice” amid a strong base of public library users, with peer institutions in Texas available to serve as resources for us.

#### **RFP FOR ILS:**

With completion of the network refresh near the end of 2013, staff quickly moved forward. A list of System Requirements was finalized in January and RFP # 2014-34 was issued by the Purchasing Department on February 20, 2014. Notice to bidders was posted on the City’s website and published in the February 20 and February 27 issues of the *Rowlett Lakeshore Times*. Sealed proposals were received in the Purchasing Office until 2:00 pm on March 21, 2014, after which they were publicly opened and the names of submitters announced in the City Annex Conference Room in accordance with the Texas Local Government Code.

Proposals were received from four vendors, as follows:

- Biblionix (Austin, TX)
- Innovative Interfaces (Emeryville, CA)
- Polaris Library Systems (Syracuse, NY)
- The Library Corporation/TLC (Inwood, WV)

The proposals were distributed to a ten-person evaluation team with representatives from the Purchasing, Finance, and Information Technology departments, five Library staff members and library consultant Joyce Baumbach. Vendor responses were independently reviewed using the criteria indicated below, for a maximum possible point total of 100:

<b>Criteria</b>	<b>Elements</b>	<b>Max Points</b>
Vendor	Support, Reputation, References, Financial Stability	35
Product	Ability to Meet or Exceed RFP Functional Requirements	30
Price	Total System Life Cycle Costs Over Five Years	25

Criteria	Elements	Max Points
Responsiveness to Bid	Compliance with Procedural Requirements of the RFP	10

Members of the evaluation team met on April 3<sup>rd</sup> to share scoring results and to discuss the merits of each proposal. Scores were tallied and averaged, with the proposals ranked as follows:

Vendor	Scoring Averages (Highest to Lowest)
Polaris Library Systems	88
The Library Corporation / TLC	84
Innovative Interfaces	78
Biblionix	73

As indicated in the RFP document, evaluation was made on a “best value” system. Proposals were evaluated for compliance with specifications before proposal price was considered:

**Cost of Ownership (Lowest to Highest)**

Vendor	Year 1 Outlay	Five Year Cost	Five Year Estimated Expense Including On-Site Support*	Annual Average Cost Over 5 Years
Biblionix/Hosted (Only)	\$23,050	\$68,250	N/A	\$13,650
Polaris/Hosted	\$74,200	\$159,428	N/A	\$31,886
Polaris/On-Site	\$73,445	\$101,759	\$110,130	\$42,378
Library Corporation-TLC/Hosted	\$76,321	\$144,797	N/A	\$28,959
Library Corporation-TLC/On-Site	\$85,086	\$133,482	\$110,130	\$48,722
Innovative Interfaces/Hosted	\$73,959	\$281,145	N/A	\$56,229
Innovative Interfaces/On-Site	\$143,754	\$277,978	\$110,130	\$77,622

*\*Note: Estimated expenses for on-site network and other technical support provided by the City IT Department includes a System Administrator position (1/2 day per week) and a portion of the network/server (10%), for an estimated annual cost of \$22,026.*

**CONSIDERATIONS:**

Polaris Library Systems received the highest average ranking by members of the evaluation team. Polaris is a “major player” in the ILS realm, having evolved through three generations of

products since 1974. Polaris serves a large public library client base; of a reported 400 clients representing 3,100 libraries, 83 percent are public libraries. In Texas, Polaris serves 23 public library clients representing 83 libraries; one is hosted. Neighboring public libraries with on-site Polaris systems include Rockwall County, Plano, McKinney, and DeSoto, as well as Terrell, Euless, Flower Mound, Southlake, Coppell, and the much larger installations in Arlington and Dallas. The company has a history of continuous product improvement and offers robust functionality, with additional enhancements and expansion options available at a price.

The Library Corporation/TLC was ranked #2 by the evaluation team. Their Library Solution product places emphasis on the user experience. Implementation of their Library Solution product was approximated to take 12 weeks, whether hosted or onsite. TLC has 698 Library Solution clients; 61 percent are public libraries. Of their 31 installations in Texas public libraries, two are hosted. Neighboring TLC libraries, all on-site, include Wylie, Highland Park and Duncanville.

On April 1<sup>st</sup>, it was announced that Polaris had been acquired by Innovative Interfaces, also a submitting vendor, ranked #3 by the evaluation team. About two-thirds of their Sierra product users are public or academic libraries with large annual circulations ranging from 700,000 to more than 6 million items. With a current annual circulation of almost 300,000 items, Rowlett would be among the very smallest group served (49 libraries). Sierra reports having 7 public library clients in Texas only one of which is a hosted environment. Sierra is a full-featured product with sophisticated functionality and many options for add-on enhancements. Their hosted solution requires a three-year subscription commitment. Innovative's proposal was also the most costly.

The Biblionix Apollo system provides all basic ILS functionality at a modest cost. Based in Austin, Texas, the company has grown rapidly in its ten-year existence, adding 87 libraries in 2013, for a total of 434 subscribers. Apollo is available only as a hosted product and serves only public libraries; 174 (40%) of which are located in Texas.

#### **NEW CONSIDERATIONS:**

With any corporate merger, there is some uncertainty over what the new corporate culture and future pricing may look like. So, while Polaris may be a good long-term investment, the company is undergoing changes, as are we.

The precarious state of the Library's Horizon system highlighted a need for partnership with a vendor agile enough to facilitate an expeditious migration to a new ILS. Now approaching summer, the Library's busiest time of the year, acquiring a system that offers operational ease for customers and a gentle learning curve for staff is paramount. With "Village of Rowlett" downtown developments officially underway and the potential for multiple relocations of the Library facility, a system which requires a modest investment in equipment and lower upfront costs is highly favored. In transitional times, a hosted solution also makes good sense, because it eliminates the need to physically relocate an on-premise server with every move.

The #1 and #2 ranked vendors, Polaris and The Library Corporation/TLC, previously provided on-site demonstrations for City and Library staff members. Except for the Director of Library Services, no Library staff were familiar with Biblionix, so an on-site vendor demo was scheduled on April 16<sup>th</sup>. In follow-up to that presentation, Biblionix created a free “trial database,” extracting data from the Library’s current system and making it available in their Apollo product, so that all members of staff could experiment with it to assess its fit against our needs. The Apollo “sandbox” has been available to staff for circulation, cataloging and acquisitions “practice” since May 5<sup>th</sup>.

#### **SELF-CHECKOUT:**

Customer self-checkout brings exciting opportunities for new operational efficiencies. While some Library customers may prefer or require staff assistance in checking out items, equally many or more prefer the independence, speed, or teaching opportunity found in doing their own transactions. It is not unusual for libraries to achieve 40 percent or more of total circulation through self-checkout upon its implementation. Some peers report that 95-97 percent of their library’s circulation is now done through self-check. Increased self-checkout frees staff to provide more direct customer support or assist with programs. Self-checkout also changes service desk staffing requirements, creating additional capacity that may be used to extend library hours or offer another day of operation. An important caveat, though, is that if the customer self-checkout process is tedious or too complicated, people just aren’t going to use it.

#### **SECURITY:**

Rowlett Public Library utilizes a 3M magnetic tape security system, which has been in place since the building opened in 1996. When checking out an item, staff must physically desensitize it to avoid tripping an alarm on the security gates. Media items (DVDs and music CDs), which are prime targets for theft, present special challenges to any kind of security system because it is difficult to impossible to apply magnetic strips or RFID tags on the discs that can’t be easily found and removed. Until recently, DVDs and music CD discs were kept in clear cases in a “staff only” storage area, with the empty media containers put out for display in public areas. Library customers had to bring the empty containers to the circulation desk for disc retrieval by staff. The process was tedious, required a significant amount of time, led to frequent errors, and was a major deterrent to any customer who might be in a hurry. Since then, Library media has been converted to locking storage cases, which are stripped and placed out on the shelves where they are readily accessible to customers. Checking out media is now greatly expedited, but it does require an extra step for staff in unlocking the cases at checkout. Currently, one third of the Library’s circulation comes from checkout of the 12,000 media items that are housed in locking cases.

#### **ALTERNATES:**

The RFP requested quotes for optional features, including two self-checkout units with interface. Vendor responses were varied.

#1 Polaris quoted a price for their “ExpressCheck” product at a one-time cost of \$15,412, with a \$500 annual maintenance fee. This product doesn’t work with locking audiovisual media cases,

but Polaris does partner with third-party vendors who can provide it. In meeting with one of those partners (3M), staff learned that only their RFID self-check systems can provide audiovisual media case unlocking. Also, in spite of being an older security technology, their magnetic system self-check units were significantly higher in price than for RFIDs.

#2 The Library Corporation/TLC indicated that self-check compatibility with 3M theft detection systems and locking cases was an added-cost option. No further comment was provided.

#3 Innovative Interfaces indicated that their “Express Lane” self-checks can be used with 3M theft detection systems, but the units do not support locking media cases. Comments indicated that their ILS software can be used with other vendors’ locking/unlocking products. Cost for the interface is included in Sierra system costs, but annual support is an additional \$600 expense.

#4 The Biblionix system comes with self-checkout capability, but it is incompatible with the Library’s magnetic tape security system. Apollo does work with at least two RFID systems currently on the market. Staff have spoken with Apollo libraries who utilize RFID and also made a site visit to the Boerne Public Library to view their operation first-hand.

**Alternate Quotes for Self-Checkout**

<i>Two stations with System Interface</i>	One-Time Cost	Annual Maintenance	Notes
Biblionix	Interface comes with Apollo System	Included	Incompatible with magnetic systems Third party vendors for RFID
Innovative Interfaces	Interface comes with Sierra System	\$600	"Express Lane" works with 3M systems but does not support locking cases Third party vendors for RFID
Polaris	\$15,412	\$500	"ExpressCheck" works with 3M systems but does not support locking cases Third party vendors for RFID
The Library Corporation/TLC	Added Cost Option		

**NEED FOR RFID:**

RFID may not be as prohibitively expensive as staff once thought. It is in wide use in area libraries, and staff have viewed installations at neighboring Rockwall County and at the Rita & Truett Smith Library in Wylie. In addition to providing a greater level of inventory control, RFID

brings new and more efficient ways of conducting Library business. It also positions staff to better serve Library customers.

Here's a real-life example. When Library materials pass through our security gates, an alarm sounds when an item has not been checked out, or if it has not been completely de-sensitized. More often than not, customers, especially families, check out multiple items on their Library visits, sometimes on more than one library card. When an alarm sounds, staff ask customers to come back so that any problems can be corrected. RFID systems can specifically identify any items which have not been properly discharged, displaying the titles on a staff workstation screen. For parents juggling squiggly babies, elderly customers, those with physical limitations, or people who are just in a hurry, having to step back, empty an entire tote bag, then stand and wait while staff check individual items against each account (to find the "alarming" item), this can be an annoying inconvenience. Conversely, those who would intentionally take Library materials without checking them out are quickly (and item-specifically) found out. Utilizing the power of an intelligent inventory control system maximizes staff efficiency and promotes customer goodwill, yet still protects the citizens' investment in library resources.

Implementing an RFID system requires that a library collection be tagged, a project in itself which can be a time-consuming process. Previous cost estimates for the materials and equipment needed to fully convert Rowlett Public Library's collection to RFID were approximately \$50,000-\$60,000. By way of comparison, the cost to replace the Library's 3M security gate, now nearly 18 years old and nearing its own expiration date, will be about \$20,000. For the customer convenience, reduced staff demand, and operational efficiencies it brings, RFID is a wise investment.

#### **RECOMMENDATION:**

The Biblionix Apollo system provides all basic functionality required in a replacement ILS. Apollo has an enviable reputation for providing outstanding customer support. For the past five years, Apollo received top ratings from small libraries across all categories in the Marshall Breeding annual automation survey.

Breeding, Marshall. "Perceptions 2013: An International Survey of Library Automation." *Library Technology Guides*. Marshall Breeding, 3 February 2014. Web. May 2014. <http://www.librarytechnology.org/perceptions2013.pl>

However, not all Apollo customers are "small" libraries. Clients include the Harlingen Public Library, with a collection 1.5 times larger than Rowlett's. Libraries in Georgetown, New Braunfels and West Lake Hills, with similarly-sized collections, transact 2 to 2.5 times the annual number of checkouts that Rowlett does. A newly developed Apollo Acquisitions module tracks orders for materials and manages expenditures and budget fund hierarchies. Orders can be placed with participating vendors through EDI (Electronic Data Interchange). Apollo offers substantial reporting capabilities and comes with an inventory feature as well.

Biblionix' Software as a Service (SaaS) is sold on an annual subscription basis with a three-year pricing guarantee. Customers can cancel anytime for a pro-rata refund and the company is even willing to reduce costs if "business" declines. Mirrored hosting companies in Chicago and

Dallas provide redundancy through 30 minute backups between those cities. The company's philosophy of data ownership is that libraries own their own data and can download all of it, at any time, at no cost, whether to create their own backups or to change to a different system. All libraries are on the same version of the software. Most updates are done with virtually no interruption of service or involvement of staff. Two-day on-site implementation and training is supplemented with videos and monthly online learning sessions. When a go live date has been determined, system migration can take place overnight.

Apollo is neither a complex, nor an overly sophisticated system. The catalog offers a customizable screen display with one-click icons that facilitate access to expensive (and sometimes harder to find) online databases and sources of downloadable media. The catalog has "Next Generation" features like suggested spellings, drop-down "hot lists," and both mobile and desktop display options. Digital media (like OverDrive) can be integrated and made part of the catalog. Catalog item displays, while having a spreadsheet-like appearance, are intuitive and can include reviews, notes and annotations, in addition to the bibliographic basics. While Apollo lacks many of its competitors' "bells and whistles," one of the vendor's strengths is that of carefully listening to their customers and incorporating recommended changes and desired enhancements. One example is a scrolling screen display of cover images (like those seen on Amazon) for newly acquired items, which is soon to be released. Users can change the catalog language to Spanish (and Vietnamese too, if desired) through the click of a button.

Because it is a web-based system, Apollo can be used with existing staff computers and ancillary equipment. Purchase of replacement barcode scanners and printers is anticipated, but they would be required in any changeover to a new system. Additional equipment investments may include computers and monitors for customer self-registration stations and any future self-checkout kiosks.

In summary, Biblionix' Apollo system is the best immediate and transitional solution for the Rowlett Public Library.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding for this project will come from the Innovations Fund. \$80,412 is budgeted for this project. \$23,050 is the first year cost. The five-year subscription and initial startup costs results in a total amount of \$68,250.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
105-6059-480-7812	Library ILS Replacement	\$80,412	\$23,050
<b>Total</b>		<b>\$80,412</b>	<b>\$23,050</b>

The modest cost in implementing Biblionix to replace the Library's failing Horizon system leaves almost \$60,000 to fund self-checkout. This project can be fully realized through a two-phase process.

## **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution awarding the proposal for the Integrated Library System to Biblionix, LLC in the amount of \$68,250 including a five-year subscription for the Apollo hosted solution and authorizing the City Manager to execute the necessary documents for said contract.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING AND AWARDING THE INTEGRATED LIBRARY SYSTEM PROPOSAL FROM BIBLIONIX, LLC IN THE AMOUNT OF \$68,250 INCLUDING A FIVE-YEAR SUBSCRIPTION FOR THE APOLLO HOSTED SOLUTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID CONTRACT AND ISSUE PURCHASE ORDERS FOR SAID PURCHASE PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to replace the existing library automation system for the Library; and

**WHEREAS**, the Purchasing Division has obtained competitive proposals as per RFP #2014-34 in accordance with Texas Local Government Code; and

**WHEREAS**, Biblionix, LLC has provided a proposal for integrated library system (ILS) software as a subscription service which best meets current and anticipated Library needs; and

**WHEREAS**, City staff recommends the award for the integrated library system software from Biblionix, LLC in the amount of \$68,250 including a five-year subscription for the Apollo hosted solution; and

**WHEREAS**, The City Council of the City of Rowlett, Texas desires to award proposal #2014-34 for the purchase of Apollo Automation Service subscription software to Biblionix, LLC in the amount of \$68,250 in replacement of the Library's integrated library system (ILS).

**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 accept proposal #2014-34 and award the contract for the purchase of Integrated Library System to Biblionix, LLC in the amount of \$68,250 including a five-year subscription for the Apollo hosted solution.

**Section 2:** The City Council does hereby authorize the City Manager to execute the necessary documents for said purchase, and to issue appropriate purchase orders, to conform to this resolution.

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

**ATTACHMENT**

Exhibit A – Biblionix Quote



To: City of Rowlett  
Purchasing Division  
4004 Main Street  
Rowlett, TX 75088

# Quote

Biblionix is pleased to provide this quotation for a subscription to its Apollo Automation Service for the Rowlett Public Library in Rowlett, Texas. This is based on the approximate holdings of 99,507 items and approximate annual circulation of 289,500. We offer your library the following:

Year 1:	Description	Price
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, training, customer service, and all current features except "Content Café2®", Auto-Calling, Branch mode and Acquisitions. As an Apollo customer your base price would be guaranteed for 3 years. (annual subscription)	\$6,500.00
Apollo Migration Fee	Fee to receive and import your data into Apollo. (one-time) Includes all on-line training, startup call, as many data conversions as needed, questions/help during migration preparation	\$8,250.00
Content Café 2 Plus	All catalog enhancements in Content Cafe 2, plus professional reviews. (annual subscription)	\$1,550.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$3,250.00
Technical Support	Toll-free telephone coverage during business hours. \$0.00 Software releases/upgrades that deliver bug fixes. \$0.00 Installation of software releases/upgrades during closed hours. \$0.00	
Training	Full suite training. (one day) \$2,500.00 On site project implementation. (one day) \$1,000.00	
<b>Total year 1 cost:</b>		<b>\$23,050.00</b>
<b>Year 2: (guaranteed cost)</b>		
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, training, customer service, and all current features except "Content Café2®", Auto-Calling, Branch mode and Acquisitions. (annual subscription)	\$6,500.00
Content Café 2 Plus	All catalog enhancements in Content Cafe 2, plus professional reviews. (annual subscription)	\$1,550.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$3,250.00
<b>Total year 2 cost (guaranteed):</b>		<b>\$11,300.00</b>
<b>Year 3: (guaranteed cost)</b>		
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, training, customer service, and all current features except "Content Café2®", Auto-Calling, Branch mode and Acquisitions. (annual subscription)	\$6,500.00
Content Café 2 Plus	All catalog enhancements in Content Cafe 2, plus professional reviews. (annual subscription)	\$1,550.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$3,250.00
<b>Total year 3 cost (guaranteed):</b>		<b>\$11,300.00</b>

Year 4: (estimated cost)		
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, training, customer service, and all current features except “Content Café2®”, Auto-Calling, Branch mode and Acquisitions. (annual subscription)	\$6,500.00
Content Café 2 Plus	All catalog enhancements in Content Cafe 2, plus professional reviews. (annual subscription)	\$1,550.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$3,250.00
<b>Total year 4 cost (estimate):</b>		<b>\$11,300.00</b>

Year 5: (estimated cost)		
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, training, customer service, and all current features except “Content Café2®”, Auto-Calling, Branch mode and Acquisitions. (annual subscription)	\$6,500.00
Content Café 2 Plus	All catalog enhancements in Content Cafe 2, plus professional reviews. (annual subscription)	\$1,550.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$3,250.00
<b>Total year 5 cost (estimate):</b>		<b>\$11,300.00</b>

Recap:		
	<b>Total cost year 1:</b>	<b>\$23,050.00</b>
	Total cost year 2 (guaranteed):	\$11,300.00
	Total cost year 3 (guaranteed):	\$11,300.00
	Total cost year 4 (estimate):	\$11,300.00
	Total cost year 5 (estimate):	\$11,300.00
	<b>Total year 2-5:</b>	<b>\$45,200.00</b>
	<b>Total Cost of Ownership:</b>	<b>\$68,250.00</b>

**Terms:**

- Data Ownership: Your data that is in Apollo belongs to your library. You can download all of it for free at any time. This might be for your own backup or to change systems. It IS your data.
- The total of the migration/setup fees, subscription fee, and option fees (if applicable), is billable at the time you begin using Apollo. Your test and trial time is free.
- Payment terms are 30 days.
- This quotation is valid for 90 days.
- Cancellation: The library may cancel its subscription at any time by written notice. Biblionix may cancel the subscription with a 120-day written, certified mail notice to the library director. In either case, for the Apollo subscription (not for the options), a prorated refund will be made for any unused subscription term.
- Security: The library is solely responsible for the creation, security, and management of its passwords. Biblionix maintains practices to otherwise ensure the security and confidentiality of the library's data.
- Privacy: Each library is the sole owner and user of its total data set. Biblionix manages the data solely for library's own use and makes no other use of it. Biblionix may gather and report aggregate statistics across many libraries.

Thank you for your time and consideration.

Sincerely,

Cameron Charbonnet  
VP Sales, Biblionix, LLC



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 8A

**TITLE**

Consider action to approve a resolution appointing a Mayor Pro Tem as prescribed in the City Charter.

**STAFF REPRESENTATIVE**

Laura Hallmark, City Secretary

**BACKGROUND INFORMATION**

In compliance with the City Charter, the City Council annually elects from its own members a Mayor Pro Tem. In 2013, Councilmember Chris Kilgore was elected to serve as Mayor Pro Tem by Resolution Number RES-054-13.

**DISCUSSION**

The City Council selects the Mayor Pro Tem in accordance with the City Charter which, reads as follows:

**Section 3.10 Mayor Pro-Tem and Deputy Mayor Pro-Tem**

(1) No later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council.

**RECOMMENDED ACTION**

N/A

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPOINTING A COUNCILMEMBER TO SERVE AS MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1:** That Councilmember \_\_\_\_\_ is hereby appointed to serve as Mayor Pro Tem of the City of Rowlett, Texas.

**Section 2:** That this resolution shall take effect immediately upon passage.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 06/17/14

**AGENDA ITEM:** 8B

**TITLE**

Consider action to approve a resolution appointing a Deputy Mayor Pro Tem as prescribed in the City Charter.

**STAFF REPRESENTATIVE**

Laura Hallmark, City Secretary

**BACKGROUND INFORMATION**

In compliance with the City Charter, the City Council annually elects from its own members a Deputy Mayor Pro Tem. In 2013, Councilmember Michael Gallops was elected to serve as Deputy Mayor Pro Tem by Resolution Number RES-055-13.

**DISCUSSION**

The City Council selects the Deputy Mayor Pro Tem in accordance with the City Charter, which reads as follows:

**Section 3.10 Mayor Pro-Tem and Deputy Mayor Pro-Tem**

(1) No later than July of each calendar year, the City Council shall annually select from among the Councilmembers a Mayor Pro-Tem and Deputy Mayor Pro-Tem to serve at the pleasure of the City Council.

**RECOMMENDED ACTION**

N/A

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPOINTING A COUNCILMEMBER TO SERVE AS DEPUTY MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1:** That Councilmember \_\_\_\_\_ is hereby appointed to serve as Deputy Mayor Pro Tem of the City of Rowlett, Texas.

**Section 2:** That this resolution shall take effect immediately upon passage.