



# City of Rowlett

## Meeting Agenda

### City Council

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

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

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Tuesday, May 5, 2015

6:00 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**

*There are no scheduled Executive Session items.*

**3. WORK SESSION (6:00 P.M.) \* Times listed are approximate.**

**3A.** Update on 84th Texas Legislative Session. (15 minutes)

**3B.** Discuss the City's telecommunication lease agreements in relation to industry trends. (30 minutes)

**3C.** Discuss and consider Councilmember Bobbitt's application for Leadership North Texas. (10 minutes)

**3D.** Discuss the current contract requirement to provide a letter of intent to the City of Garland to negotiate the renewal of the existing wastewater treatment contract ending in April 2020. (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.** Presentation of Proclamation recognizing Motorcycle Safety Awareness Month.
- 5B.** Presentation of Proclamation recognizing the week of May 10-16, 2015, as National Police Week.
- 5C.** Presentation of Proclamation recognizing the week of May 3-9, 2015, as Rowlett Detention Officers Week.
- 5D.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

## **6. CITIZENS' INPUT**

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

## **7. CONSENT AGENDA**

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

- 7A.** Consider action to approve minutes from the April 21, 2015, City Council Regular Meeting.
- 7B.** Consider action to approve a resolution authorizing the City Manager to sign a Communication Facility License Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless to lease property at Community Park located at 8500 Saint Andrews Lane for the installation, housing, and operation of antenna facilities and associated equipment and cables in order to provide telecommunication services.
- 7C.** Consider action to approve an ordinance regulating Grease Traps.
- 7D.** Consider action to approve a resolution awarding the first of three one-year renewal options to extend the annual contract for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$675,000 and authorizing the Mayor to execute the Standard Public Works Construction contract for said service.
- 7E.** Consider action to approve a resolution authorizing the purchase of a Godwin Dri-Prime CD200M, Critically Silenced, Diesel Pump (bypass pump) for a back-up pumping system for the sanitary sewer lift stations, through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GACBuy), Contract #CM02-15, to Xylem Water Solutions USA, Inc. in the amount of \$58,115.69.

- 7F.** Consider action to approve a resolution awarding the bid for the purchase of two portable back-up power generators for secondary power for sanitary sewer lift stations to L.J. Power, Inc. in the amount of \$164,316.
- 7G.** Consider action to approve an ordinance amending the Fiscal Year 2014-15 Adopted Operating and Capital Improvements Program Budget.

**8. ITEMS FOR INDIVIDUAL CONSIDERATION**

**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 30<sup>th</sup> day of April 2015, by 5:00 p.m.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 3A

**TITLE**

Receive update on 84<sup>th</sup> Legislative Session. (15 minutes)

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

**SUMMARY**

The purpose of this item is to discuss possible legislation that could impact the City during the 84<sup>th</sup> Legislative Session and to update the City Council on the legislative priorities for Rowlett.

**BACKGROUND INFORMATION**

In previous years, the City Council has approved resolutions supporting or opposing certain issues that may be considered before the Texas State Legislature. The 84<sup>th</sup> Legislative Session began on January 13, 2015, and staff has prepared this item to provide the opportunity to update City Council on the formal legislative agenda.

**DISCUSSION**

**84<sup>th</sup> Legislative Session - Summary:**

On Tuesday, January 13, 2015, the 84<sup>th</sup> Texas Legislative Session began. The deadline for filing bills and joint resolutions other than local bills, emergency appropriations was March 13, 2015. In the final three days before the bill-filing deadline, Texas lawmakers went into their usual bill-filing frenzy, introducing roughly 2,800 bills and joint resolutions. That brings the 60-day total to an unofficial 6,411 (around 300 more than the 2013 numbers). Legislators can still file bills if they can persuade their colleagues to suspend the rules on a bill-by-bill basis.

As of May 1<sup>st</sup>, the 84<sup>th</sup> legislative session has only 36 days remaining. How are things shaping up for Texas cities? It's hard to be certain at this stage because there is plenty of time to pass legislation. That being said, the session is looking relatively good for cities in the sense that bills that are problematic aren't moving, appear dead, or are stuck in committee.

**Calendar:**

Date	Event
Tuesday 11-4-2014	General election for legislative and other offices is held.
Monday 11-10-2014	Prefiling of legislation for the 84 <sup>th</sup> Legislature begins
Tuesday 01-13-2015	84 <sup>th</sup> Legislature convenes at noon

Date	Event
<b>Friday 03-13-2015</b>	Deadline for filing bills and joint resolutions other than local bills, emergency appropriations, and bills that have been declared an emergency by the governor.
<b>Monday 06-1-2015</b>	Last day of 84 <sup>th</sup> Regular Session; corrections only in house and senate
<b>Sunday 06-21-2015</b>	Last day governor can sign or veto bills passes during the regular legislative session
<b>Monday 08-31-2015</b>	Date that bills without specific effective dates (that could not be effective immediately) become law

**Rowlett's Legislative Agenda:**

Based upon research conducted by City staff utilizing pre-filed bills and legislative programs/agendas of other governmental bodies and the City Council discussion held at the February 3<sup>rd</sup> meeting, Rowlett's legislative agenda is as follows:

**Rowlett Supports -**

- Supporting the I-30 Bottleneck Project and I-30 Reconstruction Project identified in the Blacklands Corridor Feasibility Study. Join with the City of Garland to support further improvements to I-30 as part of the I-30/US80 East Corridor Project as it affects I-30. Support the East Corridor Project currently under consideration by the Texas Department of Transportation to be extended further east, beyond Dalrock Road and its inclusion, as an amendment, in the current Mobility 2035 Transportation Plan.
- Allowing for greater flexibility by cities to fund local transportation projects; amend or otherwise modify state law to help cities fund transportation projects; or provide municipalities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
- Maximizing the use of revenues from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both Local and State parks and that all Texas Recreation and Parks Account (TRPA) and Urban Account funded park projects be subject to the established Texas Parks & Wildlife Department (TPWD) competitive scoring system.
- Restoring funding to the Texas Recreation and Parks Account (TRPA) and Urban Account accounts in the amount of at least \$15.5 million per year.
- Requiring toll authorities to reimburse local governments for the value of services provided to help toll roads operate safely.
- Stripping the right of eminent domain for private tollway companies.
- Requiring representation of customer cities on water boards and districts.
- Protecting consumers from unfair, misleading, or deceptive practices from electricity and other utility providers, including protection from being billed for services that were not authorized or provided and consistency in reporting.

**Rowlett Opposes -**

- Eroding municipal authority in any way, imposing unfunded mandates, or otherwise approval of any law deemed detrimental to cities or that would undermine the City's sovereign immunity, or municipal annexation and zoning powers.

- Eroding municipal authority over the management and control of its rights-of-way or decreasing the authority of the City to be adequately compensated for such use.
- Eroding municipal authority to participate in utility rate cases.
- Negatively impacting the ability of the City to raise or expand revenue, including expanding appraisal caps, imposing lower revenue caps, or imposing new tax exemptions.
- Imposing state “tap fees” or any other type of state charge on municipal water systems.
- Imposing additional state fees or costs on municipal court convictions or requiring municipal courts to collect fine revenue for the state.

### **Rowlett Legislative Days**

On February 11-12, 2015, the City of Rowlett partnered with the Rowlett Chamber of Commerce for Rowlett Legislative Days to visit with our representatives in Austin. The trip was sponsored by the City, Chamber Foundation, Oncor and Baylor Garland. This was an opportune time to share our concerns and issues about particular bills being considered and the City’s legislative agenda overall.



#### **Rowlett Delegation with our elected officials.**

Pictured from left to right-back row is Councilmember Pro-tem Michael Gallops, Representative Scott Turner, Drew Howard, Rowlett Chamber Chairperson Bobby Montgomery, Economic Development Director, Jim Grabenhorst, City Manager, Brian Funderburk, Barry Young, Will Schale, and Eva Hummel. Middle row is Senator Don Huffhines, Senator Bob Hall, Representative Angie Chen-Button, Councilmember Tammy Dana-Bashian, Representative Cindy Burkett, and Martha Brown. Front Row is Mayor Todd Gottel and Councilmember Debby Bobbitt.

The main focus was to share our legislative priorities, including transportation, economic development and water. Specific issues shared involved Rowlett’s support for extending the IH-30 East Corridor Project further east beyond Dalrock Road, representation for customer cities of the North Texas Municipal Water District, and liability coverage from the North Texas Tollway Authority for communities that provide first responder services along the turnpike.

The flyer we shared with our Texas delegation is included below.

**Rowlett - TX**  
On the Water. On the Move.

**5 FACTS ABOUT ROWLETT:**

- Population**  
Rowlett is home to 58,476 residents with a median age of 38.7
- Income**  
The median household income is \$62,565, with an average household income of \$61,537.
- Housing**  
Rowlett has 15,275 households with a median value of \$168,764.
- General Fund**  
The City of Rowlett's FY 2015 General Fund Revenues total \$37,097,467. 82% of this comes from property and sales taxes.
- Amenities**  
Rowlett has 24 parks in 163 acres of open space.  
Rowlett Field Park - 2011 for the Texas State and Health Department (hosting the 2012 July 4th) - opened in October, 2012  
Crested Creek Park - 65 acres on Lake Ray Hubbard  
Citizens also enjoy an Aquatics Community Center with a water park, a golf course and a large library.

**Ranked the #1 Small City in America to Move To by Move, Rowlett is a lakeside community located 20 minutes east of downtown Dallas on Interstate Highway 30, surrounded by over 30 miles of shoreline on beautiful Lake Ray Hubbard.**

**THE CITY OF ROWLETT IS 'ON THE MOVE'**

- North Texas Tollway Authority's (NTTA) President George Bush Turnpike Eastern Extension links the eastern region of Texas to the Dallas Fort Worth metropolises through Rowlett. Opened in December of 2011, Rowlett residents waited 47 years for this transportation amenity!
- DART Light Rail - now serves Rowlett! After joining into the Dallas Area Rapid Transit Authority for 28 years, Rowlett residents celebrated the opening of the Blue Line in December of 2012.

**\$281 MILLION IN PRIVATE INVESTMENT IN 2014**  
The Rowlett Economic Development Department takes an active role in business recruitment, retention and expansion. New or expanded businesses include:

- Spreads Farms Market
- Discount Tire
- Rowlett Neighborhood Market
- Lakepointe hospice expansion
- AIR
- CVS Pharmacy

**REALIZES ROWLETT 2020 COMMUNITY VISIONING INITIATIVE**  
Rowlett staff and citizens together developed a vision for the future of Rowlett. The Realize Rowlett 2020 strategic vision is to foster private and public investment through strategic partnerships, to enhance and diversify Rowlett's tax base and ensure fiscal sustainability.

**ROWLETT RESIDENTS RECEIVE AN INCREDIBLE RETURN ON INVESTMENT!**  
With declining property values and no tax increase for six years, Rowlett residents pay an average of \$1,117 annually in City taxes. That's only \$2,300 per day!

- \$12 per day for Fire/Rescue
- \$1 per day for Parks
- \$20 per day for Public Works
- \$4 per day for Police
- \$80 per day for Library

**84th Texas Legislative Session Rowlett Priorities...**

- Supporting the I-30 Bottleneck Project and I-30 Reconstruction Project identified in the Blacklands Corridor Feasibility Study. Join with the City of Garland to support further improvements to I-30 as part of the I-30/US50 East Corridor Project as it affects I-30. Support the East Corridor Project currently under consideration by the Texas Department of Transportation to be extended further east, beyond Durock Road and its inclusion, as an amendment, in the current Mobility 2035 Transportation Plan.
- Allowing for greater flexibility by cities to fund local transportation projects, amend or otherwise modify state law to help cities fund transportation projects, or provide municipalities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
- Maximizing the use of revenues from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both Local and State parks and that all Texas Recreation and Parks Account (TRPA) and Urban Account funded park projects be subject to the established Texas Parks & Wildlife Department (TPWD) competitive scoring system.
- Restoring funding to the Texas Recreation and Parks Account (TRPA) and Urban Account accounts in the amount of at least \$15.5 million per year.
- Requiring toll authorities to reimburse local governments for the value of services provided to help toll roads operate safely.
- Stopping the right of eminent domain for private tollway companies.
- Requiring representation of customer cities on water boards and districts.
- Protecting consumers from unfair, misleading, or deceptive practices from electricity and other utility providers, including protection from being billed for services that were not authorized or provided and consistency in reporting.

**Rowlett Opposes...**

- Ending municipal authority in any way, imposing an undrafted moratorium, or otherwise approval of any law deemed detrimental to cities or that would undermine the City's sovereign authority or municipal recreation and zoning powers.
- Ending municipal authority over the management and control of its rights-of-way or decreasing the authority of a city to be adequately compensated for such use.
- Ending municipal authority to participate in utility rate cases.
- Negatively impacting the ability of the City to raise or expand revenues, including expanding approval caps, imposing lower revenue caps, or imposing new tax conversions.
- Imposing state "tap fees" or any other type of state charge on municipal water systems.
- Imposing additional state fees or costs on municipal court corrections or requiring municipal courts to submit fee revenue for the state.

### City Officials Testify:

When the legislature is in session, nothing compares to the effectiveness of city officials testifying at the Capitol. City officials who take their time to travel to Austin to speak out on important city issues are appreciated and thanked by the Texas Municipal League, the organization that represents more than 1,140 cities and towns throughout Texas.

On Thursday, March 12th, Mayor Gotel testified at the House Transportation Committee Meeting. Mayor Gotel spoke to two specific bills, HB565 and HB572. HB565 proposes to discontinue eminent domain powers to private toll companies. This bill came directly out of the conversation last fall related to the tollway proposed for the Blackland Corridor and is one of Rowlett's key legislative priorities. HB572 provides for a sunset review of the North Texas Tollway Authority (NTTA). NTTA has not gone through a sunset review process since its creation 18 years ago and oversees billions of dollars of toll road projects in a four-county area. Furthermore, the organization's statute disallows any elected official to serve on the Board of Directors. Rowlett also supports this bill to review the practice of not reimbursing local jurisdictions for emergency response services to essentially a private, fee based roadway system.

### Bills:

Rowlett staff continues to monitor bills that could have a significant impact that have been submitted to date, focusing especially on those issues that City Council has outlined in the Rowlett Legislative Agenda. Some bills filed that are being closely monitored include:

- **S.B. 343 (Huffines) – Conformity of Local and State Law:** Would: (1) provide that where the state has passed a general statute or rule regulating a subject, a local government shall restrict its jurisdiction and the passage of its ordinances, rules, and regulations to and be in conformity with the state statute or rule on the same subject, unless the local government is otherwise expressly authorized by statute; and (2) prohibit a local government from implementing an ordinance, rule, or regulation that conflicts with or is more stringent than a state statute or rule regardless of when the state statute or rule takes effect, unless expressly authorized by state statute. Status: *Referred to State Affairs Committee on 2/2/2015.*
- **S.B. 182 (Bettencourt) – Revenue Cap:** Would: (1) lower the property tax rollback rate from eight percent to four percent, with an exception for a city located in an area declared a disaster area by the governor or president of the United States during the current tax year; and (2) provide that a city must hold a ratification election to adopt a tax rate that exceeds the four-percent rollback rate (as opposed to current law, which only requires an election if a petition is received from the citizens). Status: *Left pending in committee 4/9/2015.*
- **H.B. 3749 (Keffer) - Railroad Commission System Wide:** Would require reasonable rate case expenses be collected equally from all customers of the utility irrespective of their geographical location. Traditionally, the Railroad Commission has had a strong preference for a single rate to be charged throughout a utility's service area. This is referred to as "system-wide rates." Notwithstanding this preference, as mentioned above, the Commission's rules would require that rate case expenses for both the cities and the utility be collected only from those customers inside the city limits of those cities that participate in a ratemaking proceeding. Therefore, although all customers will receive the benefit of the city's participation, only those customers within the city limits of participating cities will bear the costs under the Railroad Commission's rules. This bill would undue that inequity. Status: *Reported favorably without amendment 4/27/2015.*

City staff will continue to monitor available resources regarding any action on bills that could have significant impact on the City. To assist those city officials who have had enough of efforts to consolidate big government in Austin, the Texas Municipal League has prepared the "Big Government Index" available at <http://www.tml.org/status-of-bills-attacking-local-control> The index is a list of every bill that would increase state government's control over cities. A surprisingly large number of overreaching bills have been filed: 72 at last count.

For city officials who are willing to provide testimony during the 2015 legislative session, want to be kept "in the loop" on certain subject matters, or are willing to simply provide their perspective on a particular legislative matter, you may submit your e-mail address to TML at <http://www.tml.org/genform-E-List>

**FINANCIAL/BUDGET IMPLICATIONS**

N/A

**RECOMMENDED ACTION**

No action needed. Information only.



City of Rowlett  
Staff Report

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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 3B

**TITLE**

Discuss the City's telecommunication lease agreements in relation to industry trends. (30 minutes)

**STAFF REPRESENTATIVE**

Marc Kurbansade, Director of Development Services

**SUMMARY**

This is an informational item intended to update the City Council about changing trends in the telecommunication industry and how they may impact the terms of the City's lease agreements in the future.

**BACKGROUND INFORMATION**

On March 2, 2004, the City Council approved a telecommunications ordinance for telecommunications towers and attachments. At the time of adoption, standard rental rates and terms of agreements were not specified, as they were to be negotiated on an individual basis based on market rates. This continues to be the practice today.

Within the last year, City Staff has been approached by several interested telecommunication providers who have conveyed that their corporate policies are changing the way that they can negotiate lease agreements with cities. To that end, future lease agreements may include different terms than previously approved agreements. However, it should be noted that no individual lease approval should be seen as setting a precedence. Agreements will continue to be negotiated on a case-by-case basis based on the unique circumstances of each site.

The following section will outline industry trends that Staff has been made aware of in recent months.

**DISCUSSION**

Previous lease agreements have included a lease payment escalator at the beginning of each new term, which in most cases has been five years. This escalator has ranged from 15-20 percent depending on the tower location. Providers have conveyed to Staff that their corporate policies will no longer support an escalation schedule like this. However, they will support a lesser annual escalator in lieu of the greater escalator every five years. For example, whereas in the past, the City may have approved a 15 percent lease escalator to take effect every five years. Future agreements may require a three percent (3%) escalator annually instead. This adjustment is to the City's benefit as the interest will compound within the five-year term.

In addition to the potential change in the escalation schedule, the lease amounts themselves may vary more in the future than they have in the past. Due to advancements in technology, providers must take into consideration the topography of the tower site because different elevations provide different ranges in the quality of service. In addition, the location of where the equipment is placed on a tower, as well as the amount of interference in the area will contribute to the lease rates providers are able to pay.

In the past, collocating providers have largely paid similar rental rates and escalator rates as the initial provider who built the tower and often secured the prime antenna locations. This model is no longer sustainable for the collocatees. First, as previously mentioned, the location of the equipment on the tower will become increasingly more important as technology advances. It is no longer reasonable to assume that a collocating provider will pay a similar rate as the primary provider for a secondary or tertiary location on a tower. In addition, the provider that builds the tower receives a lease rebate (typically up to \$75,000) once an additional provider collocates on the tower. Requiring a collocatee to pay a similar rate as the primary leasee with a lesser position on the tower and no rebate option will likely not be a sustainable model in the future.

With the recent merger between Metro PCS and T-Mobile, staff has been notified by Metro PCS that they will be removing duplicate equipment in our City. Currently, this consists of requests for two different towers—Martha Lane and Eula Street water towers. These terminations will be effective August 31, 2015, and are in accordance with the respective executed leases.

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

With the exception of the Metro PCS/T-Mobile merge, the abovementioned trends will not affect leases that are currently in place. However, the City could see an adjustment in revenue when current leases are renegotiated in the future based on the industry standards in place at that time.

The City currently maintains a total of fourteen (14) leases located on eight (8) facilities throughout the City. These facilities consist of either stand-alone towers or antennas collocated on existing infrastructure (e.g., water towers). For FY2014, these leases resulted in a total revenue of \$440,260.68.

#### **RECOMMENDED ACTION**

This is an informational item only.



City of Rowlett  
Staff Report

4000 Main Street  
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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 3C

**TITLE**

Discuss and consider Councilmember Bobbitt's application for Leadership North Texas. (10 minutes)

**STAFF REPRESENTATIVE**

Councilmember Debby Bobbitt  
Laura Hallmark, City Secretary

**SUMMARY**

Councilmembers are allotted budgeted dollars for travel and training expenses. Per the City Council's Rules of Procedures, occurrences are allowed up to \$1,000 each. Anything over \$1,000 or involving out-of-state travel requires City Council approval.

**BACKGROUND INFORMATION**

Councilmember Debby Bobbitt has expressed an interest in participating in the Leadership North Texas program for the upcoming session. The cost for the program is \$3,000 and a non-refundable \$25 application fee.

**DISCUSSION**

The following information is from the Leadership North Texas website:

*Leadership North Texas (LNT) is a graduate-level leadership program aimed at recruiting, developing and supporting leaders who have a commitment to civic engagement, to learning, to collaboration and to the North Texas region. Participants will learn best practices in regional stewardship from regions that have successfully addressed regional issues and challenges relevant to the region; and participate in the development of appropriate strategies for North Texas.*

*LNT participants will be expected to read and prepare for each session. Sessions will include guided/facilitated field trips, group process and interaction, facilitated discussion, and some presentations with extensive Q&A and dialogue. LNT will use skilled facilitators and subject matter experts from North Texas and from outside the region. The program will utilize interactive processes and experiential learning, including a component addressing leadership skills critical to the subject matter of the day.*

**WHY LEADERSHIP NORTH TEXAS**

*A civic movement is spreading across America led by regional stewards. These individuals have a long-term commitment to place, understand the interdependency among economy, environment, and equity, have a passion for civic engagement, and cross traditional political jurisdictions and institutional boundaries to address complex issues. They come from government, business, nonprofit, environmental, neighborhood, educational, faith, labor, and*

*other sectors all across the region. Regions that master the challenge of how to identify, recruit, develop, and support regional stewards will prosper relative to those that don't.*

*LNT is a program of the North Texas Commission. Established in 1971, the North Texas Commission is a regional non-profit consortium of businesses, cities, counties, chambers of commerce, economic development entities and higher education institutions in the North Texas Region. The Commission is the one and only public-private regional organization committed to enhancing the overall economic vitality and quality of life of North Texas. NTC improves the economy, infrastructure and lifestyle of North Texas by leading and directing regionally cooperative initiatives to accomplish objectives in four primary areas: transportation, aviation, environment and long-range strategies.*

Current Councilmembers who have participated include Mayor Pro Tem Gallops and Deputy Mayor Pro Tem Pankratz.

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

Funds for training have been budgeted in account 1010501-6541.

#### **RECOMMENDED ACTION**

Staff is seeking direction from Council prior to application being made.

#### **ATTACHMENT**

Attachment 1 – Application



## 2015-2016 APPLICATION INSTRUCTIONS

**Leadership North Texas** may have more applicants than can be accepted. To assist the Selection Committee in giving all applicants the fairest consideration, complete this application as accurately and as completely as possible.

### The Selection Committee is looking for applicants who:

- Have demonstrated a concern for their community through active involvement.
- Have a record of achievement in community/civic activities indicating past and future leadership activity and ability. (Membership in professional organizations that are not involved in community service does not have a major impact on selection. Membership in an organization whereby a fee is paid and no service is actually required has no impact.)
- Have a commitment to North Texas and demonstrate their desire to remain in the region.
- Possess high standards of personal quality and integrity.
- Can and **will** commit the time required for the program.
- If employed, have the endorsement of their employer or indication the employer does not object to their taking time off from work for Leadership North Texas activities.
- Leadership North Texas is a graduate-level program, therefore, candidates should demonstrate completion of a similar leadership program; or demonstrate comparable public service experience.

### Please follow these guidelines:

- Application should be **neatly typed or printed**. (May be downloaded from [www.leadershipnorthtexas.org](http://www.leadershipnorthtexas.org))
- Don't be modest -- list all activities, offices, etc., where requested.
- A resume may be attached to enhance the application, but not to serve in lieu of.
- Please forward the recommendation form to each of your three endorsers. Please **do not send** more than three.
- Include a **\$25 non-refundable application fee** (either check or credit card).
- **Three** recommendations are required. Each endorser should send the completed form before **June 12, 2015** to:

**LEADERSHIP NORTH TEXAS**  
**P. O. Box 610246**  
**DFW Airport, TX 75261-0246**  
**Hand deliver to: 8445 Freeport Parkway, Ste. 640, Irving, TX 75063**  
**Email: [kimberly@ntc-dfw.org](mailto:kimberly@ntc-dfw.org)**

- **Email a clearly identifiable digital color photo to [Kimberly@ntc-dfw.org](mailto:Kimberly@ntc-dfw.org)**. Digital images only will be accepted and is due by the deadline listed above.
- **Please choose a photo suitable for use in the LNT Class Directory.**
- If you have any questions, call the LEADERSHIP NORTH TEXAS office at (972) 621-0400.
- Attach Application Fee of \$25, check or money order payable to the North Texas Commission Foundation.
- All Leadership North Texas applicants are subject to a background check.

Your application, \$25 non-refundable application fee, photo, **signed calendar of times and dates**, and **three** recommendation forms must be received by Leadership North Texas no later than noon Friday, June 12, 2015.

Incomplete or late applications will not be considered. **NO exceptions**. Do not enclose tuition payment with your application. The 2015-2016 LEADERSHIP NORTH TEXAS Class will be announced in July.



## 2015-2016 APPLICATION INSTRUCTIONS

(Please see the calendar of meeting dates\*.)

Leadership North Texas Class Reception/Orientation Irving Convention Center at Las Colinas	Thursday, Aug. 20, 2015 6 p.m.
September Program Days: Opening Retreat and Class Bonding (two day) American Airlines Training Center	Friday, Sept. 25 – Saturday, Sept. 26, 2015 8:30 a.m. Friday through noon Saturday
October Program Day: A Global North Texas	Friday, Oct. 30, 2015 8:30 a.m. to 4:30 p.m.
November Program Day: North Texas Economy	Friday, Nov. 20, 2015 8:30 a.m. to 4:30 p.m.
December Program Day: Building a Healthy Region	Friday, Dec. 18, 2015 8:30 a.m. to 4:30 p.m.
January Program Day: Workforce & Education	Friday, Jan. 29, 2016 8:30 a.m. to 4:30 p.m.
February Program Day: Cost of Incarceration (Huntsville Visit)**	Thursday, Feb. 25, 2016 6:30 a.m. to 9 p.m.
March Program Day: Sustainable Development	Friday, March 18, 2016 8:30 a.m. to 4:30 p.m.
April Program Day: Moving People and Goods	Friday, April 29, 2016 8:30 a.m. to 4:30 p.m.
May Program Day: Global Engagement/Graduation	Friday, May 20, 2016 8:30 a.m. to 4:30 p.m.

\* Some class days may be subject to change due to facility/speaker availability. If this happens, LNT will notify class participants immediately.

\*\* PLEASE NOTE: This is a Thursday program day. Exact departure time will be announced with agenda. Travel arrangements will be made as part of your tuition.

\*\*\* Leadership North Texas strives to stay ahead of issues affecting our region. Because of this, some program day topics may change to meet the evolving region. A final schedule will be provided upon class selection.





2015-2016 ENROLLMENT APPLICATION

Describe Your Position and Responsibilities in Your Current Employment:

Three horizontal lines for describing current position and responsibilities.

Participation:

From what community leadership program did you graduate? \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

List key community, civic, and religious boards, task forces or commissions in which you have been an active participant. (If you have moved to North Texas recently please list activities you were involved with in your previous community.)

Table with 3 columns: Organization, Dates Involved, Offices/Position Held. Includes three rows of horizontal lines for data entry.

List professional/business organizations in which you have been an active participant:

Table with 3 columns: Organization, Dates Involved, Offices/Position Held. Includes three rows of horizontal lines for data entry.

Special honors or awards, if any:

Four horizontal lines for listing special honors or awards.

For an average month, give the approximate number of hours you spend on voluntary, civic, cultural, religious or political activities, committees or boards: \_\_\_\_\_



2015-2016 ENROLLMENT APPLICATION

**NO ATTACHMENTS ARE PERMITTED TO ANSWER QUESTIONS ON THIS PAGE.**

**Limit all answers to 50 words maximum.**

What do you consider your greatest personal or career achievement?

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Describe what you consider your most significant contribution to the community (or former communities).

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What would you like to contribute to North Texas as a leader?

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How long do you expect to reside within the region?

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What do you hope to gain from participation in Leadership North Texas?

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**2015-2016 ENROLLMENT APPLICATION**

I  **do**  **do not** have the full support of my employer for the time required to participate in Leadership North Texas. **Tuition for the program is \$3,000 payable by August 17, 2015.**

Send statement for \$3,000 tuition to: (Check one and provide name and mailing address.)

- Company       Organization       Applicant       Other

\_\_\_\_\_  
*Name* *Mailing Address*

**Dan S. Petty Memorial Scholarship**

The Dan S. Petty Memorial Scholarship is awarded to non-profit executives in the North Texas area. Recipients of the Dan S. Petty Memorial Scholarship must meet the basic requirements of the application, be nominated by a LNT alumnus and have support of the organization’s Board of Directors (one endorsement should come from the applicant’s Board President/Chairman). Proof of financial need may be requested. Up to three (3) Dan S. Petty Memorial Scholarships in the amount of \$2,000 each will be given each program year.

If you are requesting the Dan S. Petty Memorial Scholarship, please explain your goals for participation in Leadership North Texas (additional pages may be used).

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

It is my understanding that LEADERSHIP NORTH TEXAS is a learning experience and requires attendance at its monthly meetings. The Orientation Reception will be held Thursday, August 20, 2015. The two day Opening Retreat, **which is mandatory**, will be September 25-26, 2015, with subsequent meetings once a month beginning in October and continuing through the closing program day, **which is also mandatory**, on May 20, 2016. **Any participant missing any part of either the Opening Retreat or more than fourteen (14) hours of the meetings will not graduate. Makeup days in the following program year will be subject to restrictions and a per program day fee.**

I hereby give LEADERSHIP NORTH TEXAS the right to make inquiries regarding the information provided on this application.

\_\_\_\_\_  
*Signature* *Date*

The size and make up of each LEADERSHIP NORTH TEXAS CLASS is carefully considered to ensure that it is broad based, representing a variety of professional, economic, regional, social, and ethnic backgrounds. This means that many highly qualified applicants may not be accepted the first year they apply. We encourage you to re-apply should you not be accepted this year.

**Deadline for receipt of completed application is Noon, Friday, June 12, 2015.**  
**Email the completed application, photograph, signed calendar, and \$25 application fee to**  
**[kimberly@ntc-dfw.or](mailto:kimberly@ntc-dfw.or) or mail to:**

**LEADERSHIP NORTH TEXAS**  
 P. O. Box 610246, DFW Airport, TX 75261-0246  
 Deliver to: 8445 Freeport Parkway, Ste. 640, Irving, TX 75063  
 Phone: (972) 621-0400



## CALENDAR AND AGREEMENT FORM

**This is the tentative calendar of class meetings with the exception of the Opening Retreat and closing program dates which are firm at this time. The final calendar will be sent with your acceptance letter in July. At that time you will be asked to sign and return the form with your tuition payment.**

<b>DATES</b>	<b>DAY</b>	<b>EVENT</b>	<b>TIME</b>	<b>HOURS</b>
August 20, 2015	Thursday	Class Reception and Orientation	6 to 8 p.m.	0
Sept. 25-26, 2015	Friday/ Saturday*	Opening Retreat	8:30 a.m. Friday – noon Saturday	1 ½ days
October 30, 2015	Friday	Program Day: A Global North Texas	8:30 a.m. – 4:30 p.m.	7
November 20, 2015	Friday	Program Day: North Texas Economy	8: 30 a.m. – 4:30 p.m.	7
December 18, 2015	Friday	Program Day: Building a Healthy Region	8:30 a.m. – 4:30 p.m.	7
January 29, 2016	Friday	Program Day: Workforce & Education	8:30 a.m. – 4:30 p.m.	7
February 25, 2016	Thursday**	Program Day: Cost of Incarceration (Huntsville Visit)	Final departure time to be announced	7
March 18, 2016	Friday	Program Day: Sustainable Development in North Texas	8:30 a.m. – 4:30 p.m.	7
April 29, 2016	Friday	Program Day: Regional Mobility	8:30 a.m. – 4:30 p.m.	7
May 20, 2016	Friday*	Closing Program Day: Global Engagement / Graduation	8:30 a.m. – 4:30 p.m.	7

\* **Denotes a mandatory meeting--all participants must attend in order to graduate!**

\*\* **This is a Thursday meeting**

### **Attendance Requirements**

- Every participant shall attend every session in its entirety.
- Unusual circumstances may require an excused absence. If more than 14 hours of monthly programs are missed, the participant may not graduate from the Leadership North Texas program.
- Any absence counted will be recorded. When needed, a participant will be notified in writing of the total hours missed to date.
- Attendance records for each participant are available for review at a reasonable time and agreeable location.
- If an individual misses more than 14 hours of his or her designated program year, but wishes to complete Leadership North Texas, he or she has the option to attend the missed days in the following year. Restrictions and fees will apply per program day.



## CALENDAR AND AGREEMENT FORM

### Financial Obligation

- If admitted to the class, the \$3,000 tuition in full is due by August 17, 2015. Checks should be made payable to the North Texas Commission Foundation. Limited scholarships may be available. Contact the Leadership North Texas office for more information (972-621-0400).
- Late payment of the tuition forfeits your candidacy. It will be offered to the first qualified alternate.

### Deadline

Completed Application, Signed Calendar, Application Fee, Color Photograph and all Recommendation Forms **must be returned** no later than **noon, Friday, June 12, 2015** to [kimberly@ntc-dfw.org](mailto:kimberly@ntc-dfw.org) or P.O. Box 610246, DFW Airport, TX 75261-0246. If delivering please bring to 8445 Freeport Parkway, Ste. 640, Irving, TX 75063. Late or incomplete applications will not be considered for membership in the Class of 2015-2016.

### Agreement

**I have read, understand, and agree to abide by these requirements if I am admitted to the class. I furthermore understand that once the tuition is paid, there is no refund, full or partial.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 3D

**TITLE**

Discuss the current contract requirement to provide a letter of intent to the City of Garland to negotiate the renewal of the existing wastewater treatment contract ending in April 2020. (30 minutes)

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Jacob Gilliland, Utility Operations Manager

**SUMMARY**

The City of Rowlett has a contract with the City of Garland for treatment of our wastewater effective until April 1, 2020. The purpose of this item is to discuss the City's interest to issue the statement of intent to renew the contract by the end of 2015 as required by the current agreement.

**BACKGROUND INFORMATION**

The City of Rowlett entered into the current wastewater treatment contract with the City of Garland on June 8, 1994. The contract is set to expire on April 1, 2020. The contract requirements for the City of Rowlett are as follows:

- Discharge all wastewater that originates within Rowlett exclusively into the Garland system.
- Effluent shall be continuously metered.
- Furnish, install, operate and maintain the necessary equipment and devices for properly measuring all wastewater to be discharged under this contract.
- Prohibit by ordinance any non-point source discharges into any local wastewater facility that discharges into Garland's system.
- All dischargers of Industrial Wastewater to install a facility from which the quality and quantity of the discharge can readily be measured before the discharge is commingled with the wastewater in the local wastewater facilities.
- Notify Garland of the City's desire to continue to receive service from Garland during the year 2015.

**DISCUSSION**

The City of Rowlett currently collects and conveys an average of 3.75MG per day of wastewater to the City of Garland for treatment at the Rowlett Creek Wastewater Treatment Plant. At today's rate of \$2.59 per 1000 gallons treated, it costs a monthly average of \$289,000 for Garland to treat Rowlett's wastewater.

There are several options available to provide service to collect and/or treat effluent generated by the City of Rowlett. Any of these options are viable in providing wastewater collections service, however they vary in cost, convenience, timing, planning, engineering, permitting and utility. The options and needs for each are summarized as follows:

### **North Texas Municipal Water District**

- The District owns and operates multiple treatment plants, all of which are located north of the Rowlett City limits.
- To utilize this capacity would require a contract to be negotiated with NTMWD, not dissimilar to that of our current arrangement with Garland.
- A major reconfiguration and engineering of our existing infrastructure would be required to employ this option as the current system has been designed and installed to move effluent to the west and not to the north where NTMWD facilities are located.
- The new design will consist of the installation of several new lift stations and force mains to pump the effluent to the north.
- Land acquisition would be a costly impediment and obstacle to this option, requiring the rerouting of the collection system to the north.
- Time constraints – Rowlett will have to begin negotiations, design and construction as these efforts would have to be complete and operational by April 2020 when the Garland contract would expire.
- A project of this magnitude will cost approximately \$50 million to complete.

Although we can petition to be a member, just adding sewer treatment with the NTMWD does not automatically make us a “Member City”. Being a member city only provides one vote.

### **Construct a Rowlett Treatment Facility**

- Based on the recently completed sewer model study, Rowlett would generate 6.0MG of wastewater per day at total build out. This does include build out of Bayside. As stated above, Rowlett currently generates 3.75MGD.
- Land Acquisition – Rowlett would have to purchase land to house the facility; preferably in a location where major reconfiguration of the existing infrastructure is not required. The optimal location would be as near as possible to the existing discharge points so as not to incur large transmission mains.
- State & Federal requirements - Compliance to operate a treatment facility are extensive in comparison to the operations of only operating a collection system. In addition, the permitting process under federal and state law could take as long as six months without any delays, objections, or impediments to progress.
- Staffing and Training – To operate this facility an increase of staff with adequate licensing would be required. Generally, speaking, staff would expect that the operating costs would be similar to costs we pay Garland today.
- Construction cost of a treatment plant of this magnitude is estimated at \$38.75 million.

### **Renew City of Garland Wastewater Contract**

- Infrastructure is currently in place and can easily be modified to address all new development/capacity within the City of Rowlett.
- Cost containment is a concern but remediation of BOD/TSS is something we can influence although those are marginal costs.

When deciding whether or not to construct and operate a Municipal Wastewater Treatment Plant (MWWTP), there are several factors that should be considered. These include such things as significant up-front capital investment, dis-economies of scale of not participating in a regional facility and the undesirability of this type of land use. First, there is significant up-front capital investment to be considered when constructing a MWWTP. These include construction of infrastructure/facility (e.g., buildings, holding tanks, clarifiers and connection to the existing pipelines) and land acquisition costs.

Second, dis-economies of scale occur when a smaller City attempts to operate its own facility rather than tying into a regional solution. That is why it is not typically common for a city the size of Rowlett to have its own MWWTP when there is a regional solution such as Garland.

Third, a municipality needs to consider the negative externalities that are typically associated with a MWWTP, such as noise, odor and potential diminished property values.

There are also benefits to a City operating its own MWWTP. Of these benefits, the two main advantages are control of the potential unwanted escalation operation and maintenance costs, and the ability to institute innovative practices that will serve as long-term cost saving measures. With respect to control of operation and maintenance costs, the City of Rowlett currently does not have direct control of rate increases from Garland. As it pertains to innovative cost saving practices, the main initiative that could be explored is the use of grey water for irrigation purposes.

It is important to note that the statement of intent does not commit us to a future contract with Garland. Nor does any statement indicating our intent to construct our own facility keep us from entering into a future contract with Garland. Whichever course of action that City Council decides should be pursued with meaningful intent.

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

There is no financial impact for submitting the letter of intent to renew the contract with the City of Garland for wastewater treatment.

#### **RECOMMENDED ACTION**

Staff direction is to provide letter of intent for the Mayor's signature providing the appropriate notice of intent to negotiate a new wastewater treatment contract with the City of Garland prior to the expiration (April 1, 2020) of the current City of Rowlett contract.



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

4000 Main Street  
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Rowlett, TX 75080-0099  
www.rowlett.com

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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 5A

**TITLE**

Proclamation recognizing the month of May, 2015 as National Motorcycle Safety Awareness Month.

**STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim the month of May, 2015 as National Motorcycle Safety Awareness Month.

**BACKGROUND INFORMATION**

N/A

**DISCUSSION**

This proclamation is to inform riders and motorists on motorcycle safety issues to reduce motorcycle related risks, injuries and fatalities.

**ATTACHMENT**

Proclamation

## **MOTORCYCLE SAFETY AWARENESS MONTH**

**WHEREAS**, today's society is finding more citizens involved in motorcycling on the roads of our country; and

**WHEREAS**, motorcyclists are roughly unprotected and more prone to injury or death in a crash than other vehicle drivers; and

**WHEREAS**, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

**WHEREAS**, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

**WHEREAS**, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve.

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby proclaim the month of May, 2015, as

## **MOTORCYCLE SAFETY AWARENESS MONTH**

in the City of Rowlett, and urge all residents to do their part to increase safety and awareness in our community.



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

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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 5B

**TITLE**

Proclamation recognizing the week of May 10-16, 2015, as National Police Week.

**STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim National Police Week as May 10-16, 2015.

**BACKGROUND IN FORMATION**

National Police Week has been recognized in the United States since 1962. It is through this program that the nation can be alerted to the dangers of police work and to the dedication of the men and women that serve in this occupation. Recognizing law enforcement personnel during this time each year also brings attention to the surviving family members of slain officers and to the National Police Officers Memorial, which is located in Washington, DC and funded through private donations as well as through tax dollars.

**DISCUSSION**

Each year during this week, the names of law enforcement personnel who were killed in the line of duty are engraved on the National Police Officers Memorial. National Police Week is a way of bringing to the community's attention the dedication and commitment of the employees of the Rowlett Police Department so that citizens are acutely aware that they serve because they are proud to do so. It is an honor to recognize their service to the community by declaring the week of May 10-16, 2015, as National Police Week.

Additionally, please join us in honoring those that have made the ultimate sacrifice by honoring them on Peace Officers Memorial Day on Friday, May 15, 2015, by remembering them in your thoughts and prayers.

**ATTACHMENT**

Proclamation

## **NATIONAL POLICE WEEK PEACE OFFICERS MEMORIAL DAY**

**WHEREAS**, Congress and President of the United States have designated May 15 as National Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

**WHEREAS**, the members of the Police Department of the City of Rowlett play an essential role in safeguarding the rights and freedoms of Rowlett; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the City of Rowlett Police Department unceasingly provide a vital public service;

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, call upon all citizens of Rowlett and upon all patriotic, civic and educational organizations to observe the week of May 10-16, 2015 as

### **NATIONAL POLICE WEEK**

With appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Rowlett to observe Friday, May 15, 2015 as

### **NATIONAL POLICE WEEK**

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



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

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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 5C

**TITLE**

Proclamation recognizing the week of May 3-9, 2015, as Rowlett Detention Officers Week.

**STAFF REPRESENTATIVE**

Mike Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim National Detention Officers Week as May 3-9, 2015.

**BACKGROUND INFORMATION**

None

**DISCUSSION**

National Detention Officer Week is May 3-9, 2015. During this time, the Police Department is proud to celebrate and recognize the excellence in service provided by our distinguished coworkers who serve as detention officers.

Few citizens fully understand how demanding the work of a Detention Officer is. It requires due diligence and dedication, qualities that our Detention officers routinely evidence as they tackle the challenges and opportunities presented daily in the management of the inmate population. Our Detention Officers consistently muster a can-do commitment to their work, creating and sustaining a safe workplace, making the best use of available resources, being an important part of the Criminal Justice System, and striving for excellence in everything that they do. There is not a day at the Department that our correctional officers do not make a difference in the level of quality policing evident in the City of Rowlett.

The Rowlett Detention Facility is staffed by dedicated, well-trained Detention Officers who are tasked with providing for the supervision and security of inmates 24 hours per day. Our Detention Facility, like any similar facility, does carry a level of risk inherent in its daily operation.

Although they perform their duties outside of direct public view, they are dedicated to providing the best possible service they can to the community in an environment that can quickly turn dangerous.

National Detention Officers Week is a time to recognize the men and women who work each day in jails, detention facilities and prisons maintaining security and safeguarding our community. Please take time out of your day during the week of May 3-9, 2015, to thank those men and women who form the ranks of our Detention Officers for the job that they do day in and day out.

**ATTACHMENT**

Proclamation

## **ROWLETT DETENTION OFFICERS WEEK**

**WHEREAS**, no group of Americans has a more difficult or less publicly visible job than the brave men and women who work in our detention facilities. These officers are entrusted with the difficult and often dangerous assignment of ensuring the custody, safety and well-being of the inmates in our municipal jail. Their positions are essential to the day-to-day operations of the Police Department and without them it would be impossible to achieve the foremost institutional goals of security and control; and

**WHEREAS**, Detention Officers must protect inmates from violence from fellow prisoners, while maintaining the security of the facility and the safety of the community; and

**WHEREAS**, in recent years, the duties of these officers have become increasingly complex and demanding as they are called upon to fill simultaneously, custodial, supervisory and counseling roles. The professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserving of our utmost respect; and

**WHEREAS**, the important work of Detention Officers often does not receive the recognition it deserves. It is important that the general public know and appreciate the capable handling of the physical and emotional demands made upon them daily, their profession requiring careful and constant vigilance with the threat of violence always present; and

**WHEREAS**, it is appropriate that we honor our Detention Officers for their invaluable contributions, their consistent and dedicated commitment to society and for their many contributions and accomplishments made by these men and women who are a vital component of law enforcement.

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, do hereby proclaim the week of May 3-9, 2015, as

## **ROWLETT DETENTION OFFICERS WEEK**

in the City of Rowlett and encourage all residents to join the City Council in recognizing not only the outstanding Detention Officers of Rowlett, but detention and correctional officers throughout the Nation who dedicate their professional lives to the security of their communities.



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

4000 Main Street  
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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 5D

**TITLE**

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

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager



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

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**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the April 21, 2015, City Council Regular Meeting.

**STAFF REPRESENTATIVE**

Laura Hallmark, City Secretary

**SUMMARY**

Section 551.021 of the Government Code provides as follows:

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

**RECOMMENDED ACTION**

Move to approve, amend or correct the minutes for the April 21, 2015, City Council Regular Meeting.

**ATTACHMENT**

04-21-15 City Council Meeting 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, April 21, 2015

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 Gallops, Deputy Mayor Pro Tem Pankratz, Councilmember Bobbitt, Councilmember Dana-Bashian, Councilmember van Bloemendaal and Councilmember Sheffield**

**1. CALL TO ORDER**

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

**2. EXECUTIVE SESSION (5:30 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 receive legal advice from the City Attorney and to discuss and deliberate development plan and street extension near Village of Rowlett. (30 minutes)

Council convened in Executive Session at 5:31 p.m. Out at 6:21 p.m.

- 2B.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.074 (Personnel) to deliberate on the evaluation and duties of the City Attorney. (20 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

Council convened in Executive Session at 8:59 p.m. Out at 9:18 p.m.

- 2C.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss settlement of pending litigation involving the Garland Public Shooting Range. (15

minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

Council convened in Executive Session at 8:50 p.m. Out at 8:59 p.m.

**3. WORK SESSION (6:00 P.M.)**

**3A.** Presentation of Mid-Year Update from the City Manager. (45 minutes)

Brian Funderburk, City Manager, presented the update. Councilmembers expressed their thanks to staff and Mr. Funderburk for their outstanding work.

**3B.** Discuss amending the Fiscal Year 2014-15 Adopted Operating and Capital Improvements Program Budget. (20 minutes)

Terri Doby, Budget Officer, provided the information regarding the amendment. Mr. Funderburk provided clarification for Council's inquiries.

**3C.** Discuss the elimination of the \$6.97 monthly water surcharge effective May 1, 2015. (20 minutes)

Mr. Funderburk reported that the North Texas Municipal Water District (NTMWD) is lifting all water restrictions effective May 1<sup>st</sup>.

**3D.** Discuss the City's telecommunication lease agreements in relation to industry trends. (15 minutes)

This item has been postponed to a future meeting.

**4. DISCUSS CONSENT AGENDA ITEMS**

Councilmember Dana-Bashian asked for clarification of items 7F and 7G. Tim Rogers, Director of Public Works, provided the answers.

Councilmember Sheffield asked that item 7C be pulled for Individual Consideration. Deputy Mayor Pro Tem Pankratz asked that item 7K be pulled for Individual Consideration. Councilmember Dana-Bashian asked that item 7L be pulled for Individual Consideration.

Council took a short break at 7:29 p.m.

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

Council reconvened in Regular Session at 7:39 p.m.

**INVOCATION** – Shane Pruitt, Connection Community Church

**PLEDGE OF ALLEGIANCE**

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

### **5. PRESENTATIONS AND PROCLAMATIONS**

#### **5A.** Proclamation recognizing the week of April 20-24, as Administrative Professional's Week.

Councilmember Dana-Bashian presented the proclamation to Shelley Monroe, Parks & Recreation, and Evette Whitehead, City Manager's Office.

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

Mayor Gottel announced the following: COUNCIL MEETINGS - Next Regular Council meetings will be held on Tuesday, May 5<sup>th</sup> and 19<sup>th</sup>. Special Work Session will be held Tuesday, May 12<sup>th</sup>. P & Z MEETINGS - Tuesday, April 28<sup>th</sup> and May 12<sup>th</sup> and 26<sup>th</sup> – held in the City Hall Conference Room at 6pm. CIP (COMMUNITY INVESTMENT PROGRAM) TASK FORCE - Public Meetings this week: Telephone Town Hall Meeting will be conducted on Thursday, April 23<sup>rd</sup> between 6:30 and 7:30pm. If you don't get a call, call 1-888-409-5380 anytime during the hour long forum to get in on the call. Creates a unique forum that makes it easy for you, the citizen, to communicate with City staff about the 2015 Bond Election. Projects on the May 9<sup>th</sup> Ballot include: Proposition 1 – Streets – \$18,932,340, Proposition 2 – Parks – \$4,206,110, Proposition 3 – Public Safety – \$2,631,050. 2015 Bond Election set for May 9, 2015 – is a three year program with \$25,769,500 of Community Investment Projects – AND NO TAX INCREASE! EARLY VOTING STARTS APRIL 27<sup>TH</sup> AND GOES THROUGH MAY 5<sup>TH</sup>. EARLY VOTING - Annex Conference Room located at 4004 Main Street. Monday, April 27 through Friday, May 1 - 8:00 am to 5:00 pm, Saturday, May 2 - 8:00 am to 5:00 pm, Sunday, May 3 - 1:00 pm to 6:00 pm, Monday, May 4 through Tuesday, May 5 - 7:00 am to 7:00 pm. WATER RESTRICTIONS LIFTED! - Effective May 1<sup>st</sup> – Watering up to twice a week is allowed. ROWLETT GREAT AMERICAN CLEANUP DAY 2015 - Postponed to a later date – will announce as soon as the date is set. ANIMAL SHELTER - Next Low Cost Vaccine Clinic at Animal Shelter – Saturday, May 23<sup>rd</sup>, 1 – 3pm. Shelter is open Monday – Saturday, 10am – 5pm. PARKS AND RECREATION - Upcoming Events: Annual Kid Fish Outdoor Extravaganza – Saturday, April 25<sup>th</sup>, 9am – noon @ Community Park. Cardboard Boat Regatta – Saturday, April 25<sup>th</sup>, starts at 1:30pm @ Community Park pond. Memorial Day Celebration featuring Touch a Truck: Saturday, May 23<sup>rd</sup> from 10:00 a.m. – 1:00 p.m. @ Rowlett Community Centre. ROWLETT LIBRARY - The Library will be closed for the month of May allowing staff to move into the new building at 5702 Rowlett Road; reopening on June 1<sup>st</sup>. Programs will continue to be offered throughout the month. All Story Times and Family Saturdays will be held at the RCC. Upcoming Events: Family Saturday Movie + Popcorn – May 2<sup>nd</sup>, 2pm – *May the Fourth Be With You*, Family Saturday Crafts, May 9<sup>th</sup>, 2pm, Family Saturday Games, May 16<sup>th</sup>, 2pm. FIRE RESCUE - Citizens Fire Academy - Kicks off on Thursday, April 30<sup>th</sup>. 8 week course offers adult residents an interactive, in-depth, insider's view of Fire Rescue. Call 972.412.6230 for more information. Safe Sitter Class - Saturday, May 31<sup>st</sup> @ RCC, Ages 11-16; \$60 each. POLICE DEPARTMENT - Youth and Teen Academies this summer. Academies are free and include lunch every day plus a free trip to the Wet Zone on the last day of each session. Available to students that live and attend school in Rowlett. For more information, contact Office Brandon Herring at [bherring@rowlett.com](mailto:bherring@rowlett.com).

Monica Patterson, with the Rowlett Animal Shelter, brought Ryder to the Council meeting. Ryder is one of the dogs available for adoption at the Shelter. Mayor Gottel read a Letter of Commendation from Chief Brodnax praising Monica's efforts in helping to find the shelter animals

new homes. Lt. Gibbs presented Monica with a Police Department Challenge Coin. In honor of this recognition, the Human Resources Department will sponsor the cost of Ryder's adoption.

Deputy Mayor Pro Tem Pankratz announced an ACTOR production of "The Importance of Being Earnest" by Oscar Wilde. Friday/Saturday, April 24-25<sup>th</sup> at 8 p.m. and Sunday, April 26<sup>th</sup> at 2 p.m. Performances are being held at Main Street Events. More information can be found at [www.actortx.com](http://www.actortx.com).

## 6. CITIZENS' INPUT

There were no speakers.

Mayor Pro Tem Gallops departed the meeting at 8:00 p.m.

## 7. CONSENT AGENDA

- 7A. Consider action to approve minutes from the April 7, 2015, City Council Regular Meeting and April 14, 2015, City Council Special Meeting.

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

- 7B. Consider a resolution authorizing the City Manager to release and terminate a Facilities and Construction Agreement between the City and Home Depot USA, Inc., a Delaware corporation, recorded January 23, 2004, as Document No. 200401407225 in the Real Property Records of Dallas County, Texas.

**This item was approved as RES-045-15 on the Consent Agenda.**

- 7C. Consider action to approve a resolution accepting the bid of and awarding a contract to Data Flow Systems, Inc. (DFS) in the amount of \$285,000 for the total base bid and \$396,000 for the alternate bid items plus three percent contingency in the amount of \$20,430 and up to \$3,000 for the early completion bonus for the total base bid, resulting in a total project amount of \$704,430 for the Supervisory Control and Data Acquisition (SCADA) Project and authorize the Mayor to execute the necessary documents for said services.

**This item was considered individually.**

Tim Rogers, Director of Public Works, provided the background information on this item.

**A motion was made by Councilmember Sheffield, seconded by Councilmember van Bloemendaal, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as RES-046-15.**

- 7D. Consider action to approve a resolution accepting the bid for the annual crack seal program in the unit amounts bid as attached hereto and incorporated herein by reference as Exhibit A and in an estimated annual amount of \$150,000.00 as work is required for the materials for the Public

Works Department to Cholla Pavement Maintenance, Inc. and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-047-15 on the Consent Agenda.**

- 7E. Consider action to approve a resolution authorizing acceptance of the Annual Contract for Concrete Repair/Maintenance and final payment plus the release of retainage in the amount of \$171,583.85 to Tri-Con Services Incorporated which includes Change Order #1 in the amount of \$21,583.85 and authorizing the Mayor to execute the necessary documents herein.

**This item was approved as RES-048-15 on the Consent Agenda.**

- 7F. Consider action to approve a resolution to replace the existing Fuel Management System (FMS) through General Services Administration Award Management Identification #062869508 in the amount of \$101,546.00 to B & J Equipment, LTD and authorizing the City Manager to execute the necessary documents for said purchase.

**This item was approved as RES-049-15 on the Consent Agenda.**

- 7G. Consider action to approve a resolution authorizing the ratification of emergency repairs to the sanitary sewer line and structure at 5100 Edgewater Drive Lift Station and approving payment to Tri-Con Services, Inc. in the amount of \$127,538.64 for said services; and authorizing the City Manager to issue purchase orders for said services.

**This item was approved as RES-050-15 on the Consent Agenda.**

- 7H. Consider action to approve a resolution accepting the bid of and awarding a contract to Clayton Holdings, LLC, in the amount of \$107,407.65, utilizing an interest rate of 1.79 percent for the seven year lease-purchase financing of a GasBoy fuel management system for the Public Works Department and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

**This item was approved as RES-051-15 on the Consent Agenda.**

- 7I. Consider action to approve a resolution accepting the bid of NAFECO Incorporated in the amount of \$240,283.60 for the purchase of fire protective clothing/bunker gear through the interlocal cooperative purchasing agreement with BuyBoard and awarding a contract to Clayton Holdings, LLC in the amount of \$248,594.95, utilizing an interest rate of 1.57% for the five year lease-purchase financing of fire protective clothing for Fire Rescue and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

**This item was approved as RES-052-15 on the Consent Agenda.**

- 7J. Consider action to approve a resolution awarding the bid for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$121,125.00 for the Parks and Recreation Department.

**This item was approved as RES-053-15 on the Consent Agenda.**

- 7K.** Consider action to approve a resolution authorizing the City to enter into a contract with Mint Bills in order to allow citizens an opportunity to render their utility payments by smart phone, tablets, or computers, and set up recurring payments and alert notifications.

**This item was considered individually.**

Wendy Badgett, Interim Finance Director, along with Gary Lester, Revenue Manager provided information on this item. Nathan Brandys, with Mint Bills, provided a demonstration of how the process works.

**A motion was made by Deputy Mayor Pro Tem Pankratz, 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 RES-054-15.**

- 7L.** Consider action approving a resolution amending the Master Fee Schedule for rate and fee changes to the Utilities Section for Water Rates due to the elimination of the Stage 3 water restrictions by the North Texas Municipal Water District.

**This item was considered individually.**

Mr. Funderburk provided the information on this item.

**A motion was made by Councilmember van Bloemendaal, 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 RES-055-15.**

**Passed the Consent Agenda**

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

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

- 8A.** Consider an ordinance to amend Part V of the City of Rowlett Code of Ordinances to adopt an amended Master Thoroughfare Plan Map.

Marc Kurbansade, Director of Development Services, provided the background information for this item.

**A motion was made by Deputy Mayor Pro Tem Pankratz, seconded by Councilmember Bobbitt, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as ORD-016-15.**

After a short break at 8:43, Council reconvened in Executive Session item 2C at 8:49 p.m.

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

**Executive Session, Item 2C:**

**A motion was made by Councilmember Sheffield, seconded by Councilmember Dana-Bashian, to approve a settlement agreement for the Garland Public Shooting Range case under terms discussed with the City Attorney in Executive Session. The motion carried with a unanimous vote of those members present.**

**9. ADJOURNMENT**

Mayor Gottel adjourned the meeting at 9:20 p.m.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7B

**TITLE**

Consider action to approve a resolution authorizing the City Manager to sign a Communication Facility License Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless to lease property at Community Park located at 8500 Saint Andrews Lane for the installation, housing, and operation of antenna facilities and associated equipment and cables in order to provide telecommunication services.

**STAFF REPRESENTATIVE**

Marc Kurbansade, AICP, Director of Development Services

**SUMMARY**

On March 2, 2004, the City Council approved the telecommunications ordinance for telecommunications towers and attachments. The Community Park telecommunications tower was approved in 2013 and built by Cingular Wireless PCS (Attachment 1). The master agreement allows for additional collocatees in designated areas. If approved, this item will allow Verizon Wireless to collocate on the tower.

**BACKGROUND INFORMATION**

As previously mentioned, the master agreement for the subject tower allows for collocation. The proposed agreement with Verizon Wireless (Exhibit A) allows for the addition of antennas and associated ground equipment at Community Park. Per Section 77-303 of the Rowlett Development Code, "*stealth designs are required for all antenna support structures, antennas, and supporting equipment.*" To that end, the proposed antennas will be required to blend in with the existing tower. It should be noted that this request is only to install additional external antennas mounted on the tower; no new towers are proposed at this location at this time. This agreement is contingent on City staff's final approval of the construction documents during the development review process.

The master lease agreement contains a provision requiring the City to mail written notice 30 days prior to any construction (including collocation) scheduled to occur on sites. Staff mailed the required notices on November 20, 2014. After mailing the notifications Verizon informed Staff that the project would be put on hold until 2015. Staff mailed another courtesy notice on Friday April 24, 2015.

**DISCUSSION**

Verizon is proposing to place antennas at the 56 and 66 foot levels of the Community Park Tower. Staff has confirmed that these locations are available for lease per the master agreements. In addition, all associated ground equipment will be contained in the compound area previously

identified and approved in the master agreements, so no additional site plan amendments will be required at this time.

### **FINANCIAL/BUDGET IMPLICATIONS**

Per the proposed license agreement, Verizon will pay the City a monthly rent of \$3,500.00.

The new revenue associated with this lease agreement will total \$42,000.00 per year. However, the master lease agreement contains a clause that provides for a rent abatement to the original builder of the tower (AT&T/Cingular) of \$667.67 a month up to a maximum of \$75,000.00 once a collocatee is added to the towers. In this case, Verizon will be the first collocatee, and thus will trigger the abatement clause associated with the master lease agreement.

The initial term of the collocatee agreement is for five (5) years with an option to renew the licenses for three (3) additional five (5) year terms. The rent payment will be increased by three percent (3%) annually.

### **RECOMMENDED ACTION**

City staff recommends that the City Council approve the agreement as written and authorize the City Manager to execute the Communication Facility License Agreement with Verizon Wireless for the Community Park site.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATION FACILITY LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROWLETT AND DALLAS MTA, L.P. D/B/A VERIZON WIRELESS, FOR THE INSTALLATION, HOUSING, AND OPERATION OF TWO ANTENNA FACILITIES AND ASSOCIATED EQUIPMENT AND CABLES AND TO LEASE PROPERTY TO PROVIDE TELECOMMUNICATIONS SERVICES AT COMMUNITY PARK LOCATED AT 8500 SAINT ANDREWS LANE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett desires to provide Dallas MTA, L.P. d/b/a Verizon Wireless with facilities for housing and operating certain communications equipment, as described in Exhibit "A" for the installation of telecommunication equipment at Community Park located at 8500 Saint Andrews Lane; and

**WHEREAS**, Dallas MTA, L.P. d/b/a Verizon Wireless is a telecommunications company duly authorized to provide certain telecommunications services and desires to lease certain property owned by City of Rowlett for the construction of an Antenna Facility and the installation and operation of Licensee's Equipment on and around the Antenna Facility; and

**WHEREAS**, the City of Rowlett owns the premise and facility described below and desires to allow Dallas MTA, L.P. d/b/a Verizon Wireless to enter and utilize designated areas of the facilities and premises; and

**WHEREAS**, the agreement attached herein as Exhibit "A" is contingent on City staff's final approval of the construction documents.

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

**Section 1:** That the City Council of the City of Rowlett hereby approves, and authorizes the City Manager to execute, the Communication Facility License Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless, a true and correct copy of which is attached as Exhibit "A."

**Section 2:** This resolution shall become effective immediately upon its passage.

**ATTACHMENTS**

Exhibit A – Verizon Collocatee Agreement

Attachment 1 – Master Lease Agreement

STATE OF TEXAS                   §  
   §       **COMMUNICATIONS FACILITIES**  
   §       **LICENSE AGREEMENT**  
 COUNTY OF DALLAS               §

**KNOW ALL BY THESE PRESENTS:**

This non-exclusive License for Communications Facilities ("Agreement") is made by and between the City of Rowlett, Texas, a home rule municipal corporation (hereinafter referred to as the "City") and Dallas MTA, L.P. d/b/a Verizon Wireless, a Delaware limited partnership (hereinafter referred to as "Licensee"), for the use of certain premises and/or facilities according to the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, City desires to provide Licensee with facilities for housing and operating certain communications equipment, including ground space as more particularly described in Exhibit "A" for the installation of a telecommunications tower and associated antennae, cables, equipment, and an equipment platform to support the associated electronic equipment and hardware, all as more particularly described in **Exhibit "A"**; and

**WHEREAS**, Licensee is a telecommunications company duly authorized to provide certain telecommunications services and desires to lease certain property owned by City for the construction of an Antenna Facility (defined herein) and the installation and operation of Licensee's Equipment (defined herein) on and around the Antenna Facility; and

**WHEREAS**, City owns the premises and facilities described below and desires to allow Licensee to enter and utilize designated areas of the facilities and premises.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

**1. Location**

1.1 The City owns certain real property located at 8500 St. Andrews Lane, Rowlett, Texas 75089 (the "Property"). The premises (the "Premises") provided for Licensee's use by City are a part of the Property and are described in the Site Plan attached hereto and incorporated herein as **Exhibit "A"** (the "Site Plan"). Licensee shall have the right to install and operate upon the Premises its Equipment Compound, the Antenna Facility, telecommunication equipment and all related appurtenances attached to the Equipment Compound or the Antenna Facility and the cabling run between the Antenna Facility and the Equipment Compound. As used herein the term "Licensee's Equipment" shall mean all of Licensee's telecommunication equipment, antennas, cabling, attachments, and all related appurtenances, (but specifically excluding the Antenna Facility), as

identified on Exhibit "A". As used herein, the term "Antenna Facility" shall mean the communications tower and its foundation as more particularly described and identified on Exhibit "A". As used herein, the term "Equipment Compound" shall mean all equipment, shelters, platforms and similar structures located on the Premises and identified on Exhibit "A". As used herein, the term "Improvements" shall mean collectively the Equipment Compound, the Antenna Facility, and Licensee's Equipment, together with any related appurtenances. The license authorized under the terms of this Agreement shall be a license for the use of that portion of the Premises and the Antenna Facility designated for use by Licensee on the Site Plan and shall be exclusive with respect thereto and shall include non-exclusive easements (i) for ingress and egress between the Premises and a public thoroughfare, (ii) for placement of an underground grounding system, and (iii) for access to the appropriate source of electric and telephone facilities, in the discretion of Licensee and subject to the approval of City not to be unreasonably withheld, conditioned or delayed. The term "Effective Date" is the later of the dates indicated below by the signatures of the parties.

1.2 **Site Plan.** Performance under this Agreement shall be in material compliance with the Site Plan. If Licensee's installation, maintenance and operation of the Licensee's Equipment fail to substantially comply with the approved Site Plan, at any time, then City shall have the right to terminate this Agreement upon notice to Licensee, who has an opportunity to cure as provided under Section 5 herein. Any and all proposed material modifications to Licensee's Site Plan must be approved in writing by City before Licensee may make any changes to its Site Plan as originally approved by City. Approval of such modifications is within the sole discretion of City. When making its determination, City may consider comments from neighboring property owners.

1.3 Licensee has inspected, examined and investigated the status of the title and condition of the Premises to the extent that Licensee has deemed necessary, and Licensee understands, acknowledges and agrees that it is entering into this Agreement to acquire a leasehold interest in the Premises "AS IS," subject to the city's duty to maintain as provided in Section 8 hereof, in reliance solely upon the results of any inspection, examination and investigation of the status of title, of the condition of the Premises, of access to and from the Premises, and of the availability of utilities and utility service that Licensee has conducted and not as a result of any representation, warranty, assurance, guaranty or promise of City or any person purporting to act on behalf of City, other than those which may be expressly set forth in this Agreement.

1.4 LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE PREMISES WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY OR OTHER PERSON HAS

ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE WHICH IS NOT SET FORTH IN THIS AGREEMENT.

## 2. Use of Premises

2.1 **Permitted Use.** City agrees to allow installation of the Improvements, in accordance with the terms of this Agreement. Licensee's use shall be for the purpose of the installation, operation, and maintenance of Licensee's Equipment and the Equipment Compound, for the transmission, reception, and operation of a communications system and uses incidental thereto and for the construction of the Antenna Facility. Licensee understands, acknowledges and agrees that the use of the Premises by Licensee in conjunction with the terms of this Agreement is to be for the installation, operation and maintenance of communications equipment and uses ancillary thereto, in strict compliance with the Agreement and the attached Site Plan. Licensee shall not use the Premises for any other purpose whatsoever, including the storage or placement of debris, replacement improvements, or any other item, without first obtaining the prior written consent of City, which may be given or withheld for any reason or for no reason, in the City's sole, absolute and unrestricted discretion.

2.2 **Prohibited Use.** Licensee shall not use the Premises in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance or governmental regulation in any respect. Licensee shall neither do nor permit to be done anything that would violate any certificate of occupancy applicable to the Premises or would render void or uncollectible any insurance then in force with respect to the Premises, or that would in any way increase the premiums payable by City for fire, liability or any other insurance coverage on the Premises or the contents of any improvements thereon.

2.3 **Quiet Enjoyment.** So long as no Event of Default has occurred and is continuing, the City shall not disturb Licensee's possession of the Premises.

2.4 **Subletting of Premises or Improvements.** Licensee may not sublet to or license others to use the Premises. Any such attempt by Licensee shall be without effect and may at City's option result in the termination of this Agreement.

2.5 **Maintenance, Repair or Replacement of Improvements.** Licensee may update, maintain, repair, or replace the Licensee's Equipment located upon the Premises from time to time with the prior written approval of City, said approval not to be unreasonably withheld, conditioned or delayed, provided that the replacement Licensee's Equipment, together with related equipment, do not require more space than the existing Licensee's Equipment. Licensee shall submit to City, a detailed proposal for any proposed replacement Licensee's Equipment that is materially different than the existing Licensee's Equipment and any supplemental materials for City's evaluation and written approval. City agrees that such approval will not be unreasonably withheld, conditioned or delayed. A current and accurate Site Plan must be submitted to City by Licensee and maintained on file with City for the entire term of this Agreement and all renewals thereof. Prior written

approval by the City is not required for routine maintenance, replacement or upgrading of equipment, or in case of emergencies.

2.6 Licensee agrees to obtain appropriate utility service from any utility company that will provide service to the Premises (including a standby power generator for Licensee's exclusive use). The City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Licensee or to the servicing utility company, of an easement in, over across or through the Premises as may be reasonably required by such servicing utility company to provide utility services as provided herein.

### **3. Term**

3.1 This Agreement shall be for an initial term of five (5) years (the "Initial Term"), commencing on the Commencement Date. The Commencement Date shall be the earlier to occur of (i) the first day of the month following the date the building permit is issued by City to Licensee, or (ii) January 1, 2016. For a period not to exceed one hundred eighty (180) days following the Effective Date, Licensee shall have the right to terminate this Agreement by giving thirty (30) days written notice to City of such termination if Licensee is unable to obtain all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") for Licensee's intended use of and improvements to the Premises.

3.2 Licensee is granted the option to renew this Agreement for three (3) additional five (5) year terms (each a "Renewal Term"), after the Initial Term expires. Unless Licensee gives written notice of its decision not to exercise the renewal option within 90 days prior to the expiration of the Initial Term or then current Renewal Term, this Agreement will automatically renew for each said Renewal Term as long as there is no continuing, uncured default by Licensee. All the terms and covenants of this Agreement apply to each Renewal Term, subject to amendment by the mutual agreement of the parties to this Agreement, in writing and signed by both parties to this Agreement. At least one (1) year prior to the end of the last Renewal Term, City will begin negotiations with Licensee to extend this Agreement. If Licensee continues to possess the Premises following the expiration of the last Renewal Term, and this Agreement has not been renewed or superseded, this Agreement (1) shall be deemed to be a holdover tenancy at will but shall not itself constitute a renewal or extension of any term, (2) shall continue from month to month under the terms and conditions set forth herein, and (3) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover tenancy periods. The Initial Term and applicable Renewal Terms are sometimes referred to herein as the "Lease Term."

#### **4. Payment Terms and Conditions**

4.1 (a) **Rent Payment.** In consideration for providing the Premises for use by Licensee, Licensee shall pay rent to City monthly, with the first payment being due within thirty (30) days following the Effective Date of this Agreement. Thereafter payment shall be due on the first day of each month throughout the Initial Term and all Renewal Terms hereof and prorated for any partial Lease Term. Licensee shall pay rent to City in advance, without prior notice or demand, without any abatement, setoff, reduction, deduction, counterclaim or recoupment except as provided herein, in the amount of Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) per month for the term of this Agreement ("Rent Payment"). Interest on late payments (which remain unpaid following the expiration of the notice and cure period described in Section 5.2(a)) shall accrue at the maximum rate allowed by law. If this Agreement is terminated at a time other than the last day of the calendar year of the Lease Term for any reason other than a default by Licensee, all Rent Payments shall be prorated as of the date of termination and all prepaid Rent Payments shall be refunded to Licensee.

4.2 **Rent Adjustment.** The Rent Payment shall be increased by three percent (3%) at the beginning of each anniversary of the Effective Date of this Agreement. The dollar increase in the Rent Payment shall be determined by multiplying the Rent Payment (as previously adjusted) payable during the preceding year of this Agreement or preceding Renewal Term, as applicable, by three percent (3%).

4.3 **Holdover Rent.** The Rent Payment due during any holdover period shall be equal to two hundred percent (200%) of the Rent Payment due during the immediately preceding Initial Term or any Renewal Term.

4.4 **Payment Address.** Rent Payments shall be made payable to "City of Rowlett: 4004 Main Street, P.O. Box 99, Rowlett, TX 75030-0099 (Lease Address) and shall be remitted "City of Rowlett: Accounting Department." City shall provide Licensee written notice of any change in address for purposes of Rent Payments and Additional Rent.

4.5 **Lawful Currency.** Rent Payments shall be made according to paragraph 4.4 above in lawful money of the United States of America without any abatement, setoff, reduction, deduction, counterclaim or other recoupment. Rent Payments shall be free and clear of any business license tax or fee that is measured upon the size of the Premises. In no event will Licensee be obligated to pay any general income taxes measured upon the income of the City. In the event any federal, state, county, municipal or other governmental authority hereafter imposes or levies any such business license tax or fee, Licensee shall pay to City an amount equal to any and all amounts so imposed or levied as a component of Rent.

4.6 **Dishonored Checks.** Any dishonored check shall incur a service charge of ten percent (10%) of its face amount. Subsequent to the first dishonored check received

by City for any payment, all subsequent payments, including Rent Payments and Additional Rent, shall be made by cashier's check.

## **5. Termination**

**5.1 Termination for Cause.** Upon the occurrence of any one or more of the events listed below (hereinafter referred to as "Event of Default"), or as provided elsewhere in this Agreement, City may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy under this Agreement at any time, either in whole or in part, by giving at least thirty (30) days prior written notice and opportunity to cure thereof to Licensee with the understanding that all use of the Premises being terminated shall cease upon the date specified on such notice, unless Licensee cures such Event of Default. Licensee shall not, however, be entitled to any damages, including but not limited to, lost or anticipated profits should City choose to exercise its option to terminate.

**5.2 Event of Default by Licensee.** Any of the following occurrences, conditions, or acts shall be deemed an "Event of Default" under this Agreement:

- (a) if Licensee fails to pay amounts due under this Agreement within ten (10) days of receipt of written notice that such payments are overdue (the 30-day cure period shall not apply to this Event of Default);
- (b) if Licensee fails to observe or perform its obligations under this Agreement other than as provided in Section 5.2(a) above and does not cure such failure within thirty (30) days from Licensee's receipt of written notice of breach or, if such failure cannot be cured within 30 days using reasonable efforts, then such longer period as may be necessary to complete a cure pursued with diligence and commenced within the 30 day period.

**5.3 Event of Default by City.** If City fails to observe or perform its obligations under this Agreement and does not cure such failure within thirty (30) days from City's receipt of written notice of breach or, if such failure cannot be cured within 30 days using reasonable efforts, then such longer period as may be necessary to complete a cure pursued with diligence and commenced within the 30 day period, then City shall be in default hereunder and Licensee may, without penalty, at its option and without prejudice to any other remedy, pursue any and all remedies available to it at law or in equity. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if City fails, within ten (10) days after receipt of written notice of such breach, to perform an obligation required to be performed by City if the failure to perform such an obligation interferes with Licensee's ability to conduct its business on the Premises; provided, however, that if the nature of City's obligation is such that more than ten (10) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such ten (10) day period and thereafter diligently pursued to completion.

5.4 **Termination by Licensee.** This Agreement may be terminated by Licensee, without penalty or further liability, as follows:

(a) upon written notice, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of Licensee's Equipment as now and hereafter intended by Licensee; or if Licensee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(b) on sixty (60) days written notice for any reason so long as Licensee pays City a termination fee equal to six (6) months' Rent Payment at the current rate or at the current rate prorated to the end of the City's fiscal year in which the termination occurs, whichever is greater.

5.5 **Removal of Improvements.** If Licensee's Equipment must be removed, whether or not such removal is done pursuant to Section 6.1, Licensee shall have the right to set up a portable mounted antenna, a cell on wheels (COW), and/or some other similar temporary structure approved by City, on City premises to allow Licensee to continue to provide wireless communications service. Licensee may maintain its COW for a period of thirty (30) days past the date of removal of Licensee's Equipment. To maintain the temporary antenna, COW, or other temporary structure for a period in excess of thirty (30) days, Licensee must obtain written approval from City not to be unreasonably withheld, conditioned or delayed. If the Premises are not in such condition as to be utilized by Licensee at the end of the initial thirty (30) day period, City shall provide as many additional thirty (30) day extensions for such temporary structures as are necessary to allow Licensee to continue its operations as authorized by this Agreement.

## **6. City's Right of Entry Onto Premises**

6.1 City and City's agents, employees or contractors may enter upon the Premises, except Licensee's secured areas, for the purpose of performing repairs and maintenance work to the Premises. The City reserves the right to perform maintenance on the Premises and Antenna Facility, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the facility. If maintenance work is required, the City agrees to provide Licensee with reasonable written notice of not less than ninety (90) days prior to commencing such work to allow Licensee to remove any and all of Licensee's antennas as may be necessary provided the City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at City's cost and expense, to temporarily relocate and continue to operate Licensee's Equipment, or otherwise to secure Licensee's Equipment. Licensee will be permitted to install any type of temporary facility necessary to keep its communication facility operational, including permitting Licensee to install a cell on wheels (COW) on the Property. Further, any maintenance will be conducted by the City as diligently and expeditiously as possible. However, subject to the above, the City will not be responsible for system outages of up to thirty (30) days resulting from the City's need for unusually

extensive maintenance and any inability of the City to accommodate a relocation of Licensee's antennas to keep them operational. Notwithstanding, the City will not be liable to Licensee for outages resulting from the City's maintenance of or repairs to the Premises or any Improvements, or damage, destruction or removal of the Antenna Facility, Licensee's sole remedy being an abatement of future rent and the option to terminate this Agreement.

6.2 Licensee, at its expense and exclusive use, may use any and all reasonable and appropriate means of restricting access to the Licensee's Equipment Compound, as identified in the Site Plan.

### **7. Access**

7.1 Licensee shall have the non-exclusive right to access the aforementioned Premises at any time.

7.2 Licensee's right of access is a contractual right for the benefit of Licensee only and nothing contained in this Agreement shall be construed to constitute a dedication or an easement. However, in the event this Agreement is assigned in accordance and in compliance with Section 21.9 below, such right of access shall inure to the benefit of Licensee's assignee.

### **8. Damages to Property**

8.1 **Damage and Restoration of Property.** Licensee shall promptly notify City of any and all damages resulting from, arising out of, or caused to, the Premises and City Property surrounding the Premises, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by Licensee's operations, by Licensee, its officers, agents, employees and invitees. Licensee shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed within twenty-five (25) calendar days and shall be completed in a manner acceptable to City. The foregoing notwithstanding, the City shall, at its cost, perform all maintenance and repairs to the Antenna Facility from and after the Effective Date in a manner that allows Licensee to operate Licensee's Equipment.

8.2 **Failure to Restore Property.** If City does not make or perform any required maintenance or repairs to the Antenna Facility, Licensee shall have the right, but not the obligation, to make such repairs and to perform such maintenance. In such event, Licensee shall be entitled to set up and operate a portable mounted antenna, a COW, and/or some other similar temporary structure approved by City, on City premises to allow Licensee to continue to provide wireless communications services during the period of time the Antenna Facility is not available due to such maintenance and repairs or lack thereof. Notwithstanding, the City will not be liable to Licensee for costs incurred by Licensee in making repairs or performing such maintenance, Licensee's sole remedy being an abatement of future rent and the option to terminate this Agreement.

8.3 **Destruction or Condemnation.** If the Premises or Licensee's Equipment are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, the City or Licensee may elect to terminate without penalty or damages this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the City undertakes to rebuild the Antenna Facility, the City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Equipment is completed.

### **9. Electrical, Radio and Intermodulation Interference**

9.1 Licensee shall operate Licensee's Equipment in a manner that will not cause radio frequency interference to the City or other licensees of the Property in their use of any equipment or their conduct of any activity on the Property pursuant to agreements which pre-date the installation and operation of Licensee's Equipment, as long as the existing radio frequency user(s) continue to operate within their respective frequencies and in compliance with all applicable laws and regulations. Licensee's installation and operation of the Licensee's Equipment shall be in compliance with all applicable FCC requirements. This provision shall not be interpreted to require Licensee to modify or alter its Equipment to accommodate other licensees nor shall it be interpreted to allow Licensee to modify or alter its Equipment so as to prevent or impair the use of the Antenna Facility or Premises by other licensees.

9.2 Prior to installation of any Licensee's Equipment on the Premises, Licensee shall conduct bandwidth testing of Licensee's Equipment and City equipment to check bandwidth conflict between City's monitoring control system and Licensee's system. If such conflict occurs, Licensee shall take all steps necessary to resolve the conflict to the reasonable satisfaction of City. If the conflict cannot be remedied to the reasonable satisfaction of City, City may terminate this Agreement upon thirty (30) days written notice to Licensee.

9.3 Licensee shall not cause electrical, radio or intermodulation interference to City or to any other licensee who is using the Premises prior to or at the time of Licensee's installation of Licensee's Equipment, as long as the existing radio frequency user(s) continue to operate within their respective frequencies and in compliance with all applicable laws and regulations. Should such interference occur, Licensee will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, Licensee shall suspend operations (transmissions) at the Premises, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is determined. Any such method for correction of an interference problem must be acceptable to both City and Licensee. If the interference complained of cannot be

eliminated, Licensee will cease its operations, remove all Licensee's Equipment from the Premises, and this Agreement shall be terminated, without further liability or obligation.

9.4 Licensee shall not cause electrical, radio or intermodulation interference to City at any time during or after installation or operation of Licensee's Equipment. Moreover, Licensee's use will not in any way adversely affect or interfere with City's signal operation or its communication system. Should such interference occur, Licensee will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, Licensee shall suspend operations (transmissions) at the Premises, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be acceptable to both City and Licensee. If the interference complained of cannot be eliminated, Licensee will cease its operations, remove all Licensee's Equipment from the Premises, and this Agreement shall be terminated without further liability or obligation.

9.5 City will not grant a license to any other party for the use of City's Property or Antenna Facility without including in that license a provision stating that the party's use will not in any way adversely affect or interfere with Licensee's signal operation or its communication system. Furthermore, license agreements with third parties will state that prior to installation of improvements, such third parties shall be required to conduct bandwidth testing of its equipment and the equipment of Licensee to check bandwidth conflict between third-party equipment and Licensee's Equipment. Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to City if another user of the Property, Premises or the Antenna Facility causes significant interference with Licensee's operations, and such interference is not corrected within thirty (30) days following the notice to such third party user causing the interference. In the event that Licensee experiences interference caused by a third-party licensee, Licensee agrees that it shall seek recourse solely from such third party. No compensation shall be due from City for damages, including, but not limited to, lost or anticipated profits.

9.6 Licensee shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user of the Property, Premises or the Antenna Facility is causing significant interference, as well as for otherwise enforcing Licensee's rights under this Agreement. City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises, or enforcement of any of Licensee's rights under this Agreement.

9.7 Upon report to Licensee, and all other third parties with communications equipment on the Property, of interference with any City-owned/operated radio emergency system installed prior to the Effective Date, Licensee shall, within six (6) hours after such notification, perform an assessment of the source of the interference. In the event such interference results from Licensee's operations, Licensee agrees, within twelve (12) hours of first notification, to propose a plan of action to eliminate the interference. City and Licensee agree to provide a technician or other qualified representative to assist in testing, formulating and coordination of a plan for resolution.

9.8 If such interference results from Licensee's operations, Licensee must correct the interference within twenty-four (24) hours of City's original notification to Licensee or shall discontinue all use of Licensee's Equipment upon the Premises. Licensee's Equipment cannot be reactivated until Licensee can demonstrate that the cause of the interference has been eliminated.

9.9 Each party agrees to provide the other with a telephone number through which that party can contact a representative of the other on a 24-hour per day, 7 days a week basis for the purpose of implementing the requirements of this paragraph.

### **10. Condition of Premises**

10.1 City shall maintain the Premises and, following the Effective Date, the City shall maintain the Antenna Facility, in compliance with all applicable statutes, ordinances, regulations and rules required for City uses of the Premises and surrounding Property, and in a manner which will not interfere with Licensee's reasonable use of the Premises. Upon expiration, cancellation, or termination of this Agreement, Licensee will have the right to remove Licensee's Equipment and all equipment and personal property located within the Equipment Compound, but not the Antenna Facility, from the Premises at Licensee's cost and expense. Title to all remaining improvements, including the Antenna Facility, shall belong to City. Except as set forth above, Licensee shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted.

10.2 Licensee shall have sole responsibility for the maintenance, repair, and security of the Equipment Compound and its fixtures other than the Antenna Facility, and shall keep same in good repair and condition during the Lease Term, all Renewal Terms and holdover tenancies of this Agreement.

10.3 Licensee shall keep the Premises free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference.

10.4 In the event City or any other licensee undertakes painting, construction, or other alterations on the Premises, Licensee shall take reasonable measures at Licensee's cost to cover all of Licensee's Equipment and protect such from paint and debris fallout which may occur during the painting, construction, or alteration process. City shall not be responsible for any damages or costs incurred by Licensee due to the actions or omissions of any third-party licensees upon the Premises. City shall provide thirty (30) business days written notice to all licensees upon the Premises prior to City undertaking such painting, construction, or other alterations.

10.5 By taking possession of the Premises, Licensee accepts the Premises in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Premises and City shall not be liable for any latent or patent defect in the Premises. City agrees to notify Licensee of the existence of any latent defects of which the City has knowledge.

## **11. Construction, Installation and Operation**

11.1 **Construction, Installation and Operation.** Licensee may, at its sole cost and expense, construct, install, operate, maintain, monitor, reconfigure and repair Licensee's Equipment.

11.2 **Marking and Lighting Requirements.** Licensee acknowledges that it shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with Licensee's installation of the Antenna Facility prior to the Effective Date and maintenance of Licensee's Equipment under this Agreement, as well as any expenses, fees or fines associated with the compliance or the non-compliance of Licensee's installation or maintenance of Licensee's Equipment under this Agreement. From and after the Effective Date, City shall be responsible for all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with the maintenance of the Antenna Facility. If the Licensee does not cure a condition of noncompliance as required above within the timeframe allowed by the citing agency, City may terminate this Agreement upon seven (7) days written notice.

11.3 **Inspection and Tests.** Upon the Effective Date and for the Lease Term of this Agreement, Licensee shall have reasonable access as provided in Section 7 above to the Premises as are necessary and approved by City for the purpose of inspection and planning. Prior to the Effective Date, Licensee shall retain, or shall cause to be retained, at its sole cost and expense, certified and insured structural engineers to perform such an inspection and provide a structural report as to the structural integrity of the Antenna Facility, its maximum load capacity, and other aspects of the Premises, as appropriate. Licensee shall provide to City a copy of the report. Licensee shall not conduct construction, installation, operation, maintenance or repair of Licensee's Equipment in a manner inconsistent with the structural report.

11.4 **Payment, No Mechanics Liens.** Licensee shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by Licensee in or to the Premises. Title to the Licensee's Equipment shall be held by Licensee. City shall not be responsible for the performance of Licensee's work. Licensee shall pay or cause to be paid all costs associated with Licensee's work. Licensee shall not suffer or permit to be enforced against any portion of the Property or Premises any (i) mechanic's, materialman's, contractor, subcontractor or other lien or claim arising from or in any way related to Licensee's work, or (ii) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after Licensee has actual knowledge or notice from City of any recordation of any lien, encumbrance, judgment or similar item which affects the Property or Premises in any way, Licensee shall obtain the complete discharge and release thereof at Licensee's sole expense or expenditure (without any cost being imposed upon City or it shall bond or insure around such lien and furnish copies thereof to City.) However, Licensee shall have the right to contest, in good faith, any mechanic's or materialman's lien upon the condition that

Licensee provides a bond or other form of security reasonably acceptable to City in an amount sufficient to hold City fully and completely harmless from any and all liability therefor or on account thereof.

**11.5 Improvements to Premises; Removal.** All Licensee's Equipment constructed, installed and operated by or on behalf of Licensee shall remain Licensee's personal property and are not fixtures, with the exception of the Antenna Facility. Licensee shall remove all Licensee's Equipment at its sole expense within thirty (30) days following the expiration or earlier termination of this Agreement, and Licensee shall repair any damage to the Premises or Property caused by such removal and fully restore the Premises or Property to substantially the same condition as existed prior to such damage at its sole cost and expense. Licensee shall provide to City in writing, by not later than the end of the prescribed thirty (30) day period, notice that all Licensee's Equipment with the exception of the Antenna Facility have been removed in accordance with this Section. Failure of Licensee to remove any or all Licensee's Equipment with the exception of the Antenna Facility from the Premises and Property within the prescribed thirty (30) days shall be construed as holdover pursuant to this Section, and all obligations and requirements, including payment of Rent Payments, shall continue to apply unless and until Licensee removes all Licensee's Equipment with the exception of the Antenna Facility and so notifies City.

**11.6 Liability for Damage/Outages.** Licensee shall be solely responsible for any damage caused by Licensee, its agents and/or contractors on or to the Premises or Property that causes an interruption or outage in the services, operations or utilities of another licensee, and shall indemnify and hold harmless City and its employees, agents, successors and assigns from all claims or actions for damages, including actual, incidental and consequential damages, brought by another licensee as a result of Licensee's, or its employees', contractors', agents', assigns' or licensees', willful, reckless or gross negligence, negligence, or other conduct.

## **12. Intentionally Deleted**

## **13. Compliance with Laws**

**13.1 By Licensee.** Licensee, its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees, shall comply in all respects and at all times with all local, state and federal laws, statutes, ordinances, regulations, rulings, requirements, conditions, orders, licenses, permits, covenants, restrictions, approvals and consents pertaining to Licensee's services, Licensee's construction, installation and operation of Licensee's Equipment and Licensee's use of the Premises. Without limiting the generality of the preceding sentence, Licensee shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety, including standard industry equipment safety regulations, and shall not use the Premises or operate the Licensee's Equipment in any manner which is inconsistent therewith. Licensee shall, at Licensee's sole cost and expense, promptly apply for and use its best efforts to obtain and maintain all necessary licenses, permits, approvals

and consents required or necessary for the construction and operation of the Licensee's Equipment. In the event Licensee fails to obtain any required license, permit, approval or consent to construct and operate the Licensee's Equipment, through no fault of Licensee, Licensee shall have the right to terminate this Agreement in accordance with Section 5 of this Agreement.

13.2 **By City.** The City shall comply in all material respects and shall exercise commercially reasonable efforts to cause its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees to comply in all material respects with all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof, whether state, federal or local, relating to the City's ownership interest in the Premises.

#### **14. Utility Easements and Utility Cost**

14.1 Licensee shall pay directly to all public utility service companies, before delinquency, all charges for the electricity, water and other utility services that Licensee consumes in connection with the installation and operation of Licensee's Equipment and which are separately metered and charged to Licensee by any public utility service company, without any expense therefore being imposed upon City

14.2 If Licensee first obtains City's written consent, which may be given or withheld for any reason or no reason in the City's sole discretion, Licensee shall have the right to obtain electricity and other public utility services from the existing outlets available at the Premises. Absent such consent, Licensee shall obtain separate public utility services from any company that will provide such services to the Premises (which services may include an approved gasoline-powered standby power generator located on the Premises for Licensee's exclusive use). Gasoline-powered generators may be used by Licensee from time to time for emergency purposes. This authorization does not and shall not be interpreted to authorize Licensee to violate any applicable noise, emission or environmental standards, ordinances or regulations.

14.3 Licensee shall not permit any charges for public utility services to accumulate or become a lien on the Property. If Licensee fails to pay any such charge required to be paid by Licensee pursuant to this Section, City may, but shall not be required to, pay such charge on Licensee's behalf. If City pays any such charge on behalf of Licensee or incurs any cost with respect to any grant of any public utility service easement for the benefit of Licensee pursuant to this Section, Licensee shall reimburse and pay to City an amount equal to all such charges so paid and all such easement costs so incurred, immediately upon demand as Additional Rent.

14.4 **Additional Utility/Power Equipment.** In the event that Licensee is required to or otherwise decides to install, operate and use additional equipment to provide electricity or other utility services required for the operations of Licensee's Equipment, such installation, operation and use shall comply in all respects with the terms and conditions set forth in this Agreement.

## **15. Taxes**

15.1 Licensee agrees to timely reimburse City for all governmental taxes, fees and charges that are assessed against City, if any, that City demonstrates are attributable to Licensee's Equipment on or about the Premises, except for the Antenna Facility and related appurtenances; provided, however, City shall use its best efforts to provide prior notification of any taxes for which Licensee is to be charged, so Licensee will have the opportunity to appear before the taxing authority and contest any assessment.

15.2 If Licensee fails to pay any such taxes, fees, tax-related penalties, interest, or costs, or other charges for which Licensee is obligated, City may, but shall not be required to, pay such on Licensee's behalf. If City pays any such taxes, penalties, interest, costs or charges on behalf of Licensee pursuant to the preceding sentence, Licensee shall reimburse and pay to City an amount equal to any such amounts so paid, plus an administrative fee of ten percent (10%) of the amount paid, immediately upon demand as Additional Rent.

## **16. Liability and Indemnification**

16.1 Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the Licensee's Equipment except for the Antenna Facility and related appurtenances, authorized herein, and shall fully release, defend, indemnify and hold harmless City, its officers, officials, agents, servants or employees against any and all claims, damages, lawsuits, losses, costs, or expenses which may be sustained or incurred by City, its officers, officials, agents, servants to the extent caused by Licensee's installation, operation, or removal of such Licensee's Equipment except for the Antenna Facility and related appurtenances.

16.2 Licensee undertakes and assumes for its officers, agents, employees, servants, affiliates, contractors and subcontractors, all risk of dangerous conditions, if any on or about the Premises, and Licensee hereby agrees to release, defend, indemnify and hold harmless City, its officers, officials, agents, servants and employees against and from any claim asserted or liability imposed upon City, its officers, officials, agents, servants, and employees for personal injury or property damage to any person to the extent caused by Licensee's installation, operation, maintenance, condition or use of the Premises or Licensee's Equipment or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation; save and except where such claim or liability arises out of negligence or intentional acts or omissions of City, its officers, officials, agents, servants, or employees, in whole or in part.

16.3 Licensee represents and warrants that to its actual knowledge, its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance except to the extent used in the normal course of business. Provided, however, that Licensee may store acid storage batteries and a diesel or propane generator on the Premises as necessary

for use in the event of a power outage. Licensee further agrees to release, defend, indemnify, and hold City, its officers, officials, agents, servants and employees, harmless from and against any damage, loss, or expense or liability to the extent caused by the generating, transporting, storage or disposal of such hazardous substances by Licensee on the Premises including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease, including diesel and propane fuel.

### **17. Insurance**

17.1 Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at Licensee's sole expense, insurance coverage as described herein, and a certificate of insurance shall be submitted to and reasonably approved by City prior to the Effective Date of this Agreement. Licensee must provide worker's compensation insurance in accordance with State law and Commercial General Liability insurance of \$1,000,000 combined single limit per occurrence for bodily injury (including death) and property damage, said coverage to include those found in the Comprehensive General Liability Broad Form endorsement with no standard coverages removed by exclusions.

17.2 In the event that Licensee uses third-party contractors or subcontractors to provide services or to perform work upon the Premises, Licensee shall require that such contractors or subcontractors (i) obtain and maintain substantially the same insurance as required by Licensee and (ii) provide separate certificates of insurance or such other documentation as is reasonably required by City to evidence that each such third party obtains and maintains insurance coverage consistent with the insurance requirements of this Agreement and the Contractor Agreement throughout the term of its contract with Licensee.

### **18. Notice**

18.1 Any notice or demand required or desired to be given to any party pursuant to this Agreement shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or (ii) sent by United States mail, certified or registered, postage prepaid, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt

from the sender. Service by United States mail shall be deemed made on the date actually received.

to *City*: City of Rowlett  
Attn: City Manager  
P.O. Box 99  
Rowlett, Texas 75030-0099

with copy to: David M. Berman  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201

to *Licensee*: Dallas MTA, L.P. d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

City or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

## **19. Remedies**

19.1 Licensee's failure to timely remit payments due hereunder within fifteen (15) days of its due date shall be a breach of this Agreement for which Licensee shall be given ten (10) days from receipt of written notice from City that such payment is overdue to cure. If Licensee fails to make payment as required; if Licensee abandons or vacates the Premises; or if Licensee becomes insolvent or has filed for bankruptcy and the Bankruptcy case is not dismissed within ninety (90) days of the filing date, City shall have the right, at its sole option, in addition to and not exclusive of any other remedy City may have hereunder or by operation of law, with five (5) business days' demand or notice and opportunity to cure, to re-enter the Premises and remove the Licensee's Equipment. Upon such occurrence, City may declare this Agreement and license granted herein terminated, in which event Licensee shall immediately pay City a sum of money equal to the total of the amount of Rental Payment and Additional Rent accrued through the date of termination.

19.2 No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Licensee by City.

## **20. Force Majeure**

20.1 Notwithstanding any other provision in this Agreement to the contrary, neither party to this Agreement will have any liability to the other with respect to its failure to perform its obligations under this Agreement, if such failure is due to any of the following events (each a "Force Majeure" event): (i) fire, flood, earthquake, law or government regulation; or (ii) any other cause beyond the reasonable control of such party to this Agreement. In any such case, time for performance under this Agreement and the term hereof, to the extent affected by any of the foregoing, shall be correspondingly extended; provided, however, that if such condition shall continue in effect for more than 180 days, the party to this Agreement that is not the failure to perform party shall have the right to terminate this Agreement upon thirty (30) days notice.

## **21. Miscellaneous Provisions**

21.1 **Modifications.** Licensee's operations and all City approved modifications to the Premises must at all times comply with the terms of this Agreement, all applicable federal, state and local laws and ordinances and all amendments thereto.

21.2 **Entire Agreement.** This Agreement, together with all exhibits attached hereto and incorporated herein constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

21.3 **Capacity.** Both Licensee and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

21.4 **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

21.5 **Amendment.** This Agreement may only be amended by mutual written agreement signed by the parties hereto.

21.6 **Legal Construction; Severability.** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect

the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 **Nonwaiver.** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its rights herein shall in no way constitute a waiver thereof.

21.8 **Independent Contractor.** Licensee covenants and agrees that Licensee is an independent contractor and not an officer, agent, partner, joint venturer, servant or employee of City; that Licensee shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

21.9 **Successors and Assigns.**

- (a) City and Licensee each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Licensee will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of City. Licensee shall not assign, sublet, subcontract, transfer or allow the use of any interest in the Premises or any use of Licensee's Equipment, including but not limited to equipment, lines, channels or frequencies, on the Premises without the prior written consent of City. City's consent may be conditioned upon Licensee successfully obtaining contracts from such third parties wherein those parties agree to directly compensate City for all benefits incurred by the use of the Premises.
- (b) Notwithstanding any provisions of this Agreement to the contrary, Licensee may assign this Agreement to any parent, subsidiary or Affiliate. As used herein "Affiliate" shall mean any entity which is at least fifty-one percent (51%) controlled by Licensee or having control over Licensee, or under common control, directly or indirectly, with Licensee, provided such assignee has first received FCC or state regulatory agency approvals, acquires Licensee's radio communications business and assumes all obligations of Licensee under this Agreement. Notwithstanding any assignment permitted under this Section or otherwise under this Agreement, Licensee shall remain absolutely and unconditionally primarily liable to pay

and perform each and all of the obligations set forth in this Agreement prior to said assignment and shall be relieved of all future performance, liability and obligations after said assignment.

- (c) If City shall, at any time, relinquish its ownership or otherwise dispose of the Premises, City shall be automatically released from all obligations under and pursuant to this Agreement that accrue after such disposition. If the Premises are so disposed of, Licensee shall not disavow any of Licensee's obligations pursuant to this Agreement but shall attorn to the purchaser or transferee thereof of City's obligations under this Agreement.

**21.10 Applicable Laws.** This Agreement is entered into subject to the charter and ordinances of City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and Texas state laws.

**21.11 Contract Interpretation.** Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

**21.12 Rental Documentation.** City hereby agrees to provide to Licensee certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this Agreement, consisting of documentation evidencing City's good and sufficient title to and/or interest in the Property.. Licensee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of City until Rental Documentation has been supplied to Licensee as provided herein.

**21.13 Right of First Refusal.** If City elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Antenna Facility and/or Property occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Licensee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Licensee fails to meet such bona fide offer within thirty (30) days after written notice thereof from City, City may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

SIGNATURE PAGE TO FOLLOW

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LICENSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless  
By: Verizon Wireless Texas, LLC, its General Partner

By: \_\_\_\_\_  
Aparna Khurjekar  
Area Vice President Network

CITY OF ROWLETT, TEXAS

By: \_\_\_\_\_  
Brian Funderburk  
City Manager  
4000 Main Street  
P.O. Box 99  
Rowlett, TX 75030-0099

APPROVED AS TO FORM:

\_\_\_\_\_  
David M. Berman, City Attorney

**ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Aparna Khurjekar, Area Vice President Network, of Verizon Wireless Texas, LLC, General Partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. She is personally known to me.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF  
NOTARY)

**ACKNOWLEDGMENT**

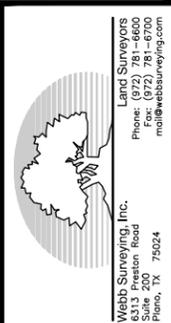
**STATE OF TEXAS       §**  
**§**  
**COUNTY OF DALLAS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Brian Funderburk, City Manager of the City of Rowlett, Texas, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Exhibit "A"

Site Plan



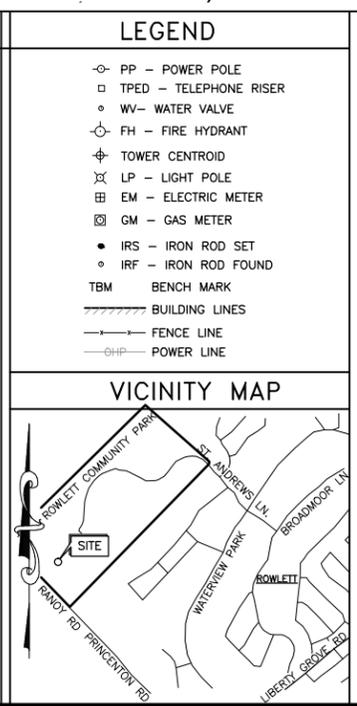
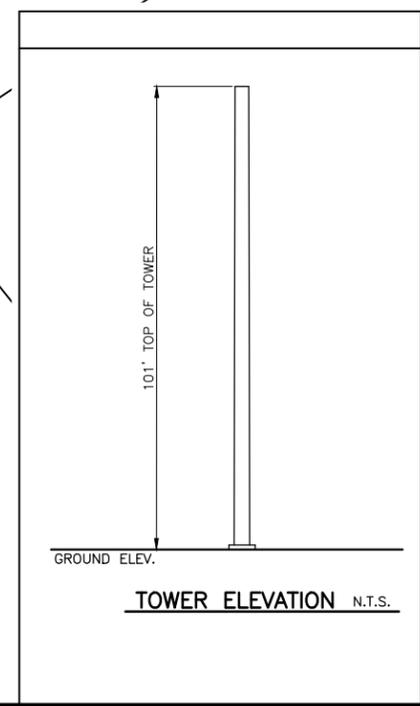
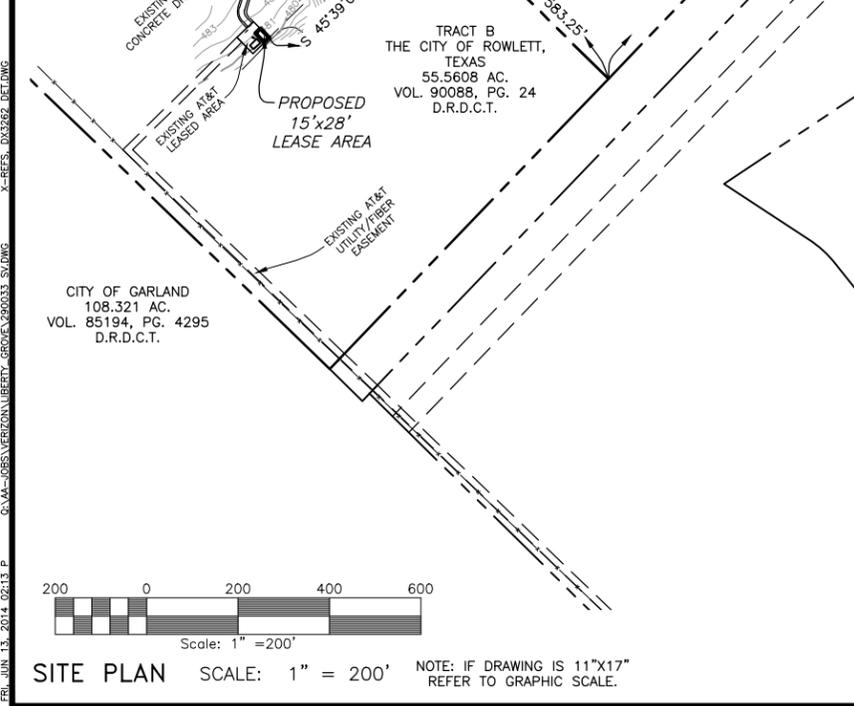
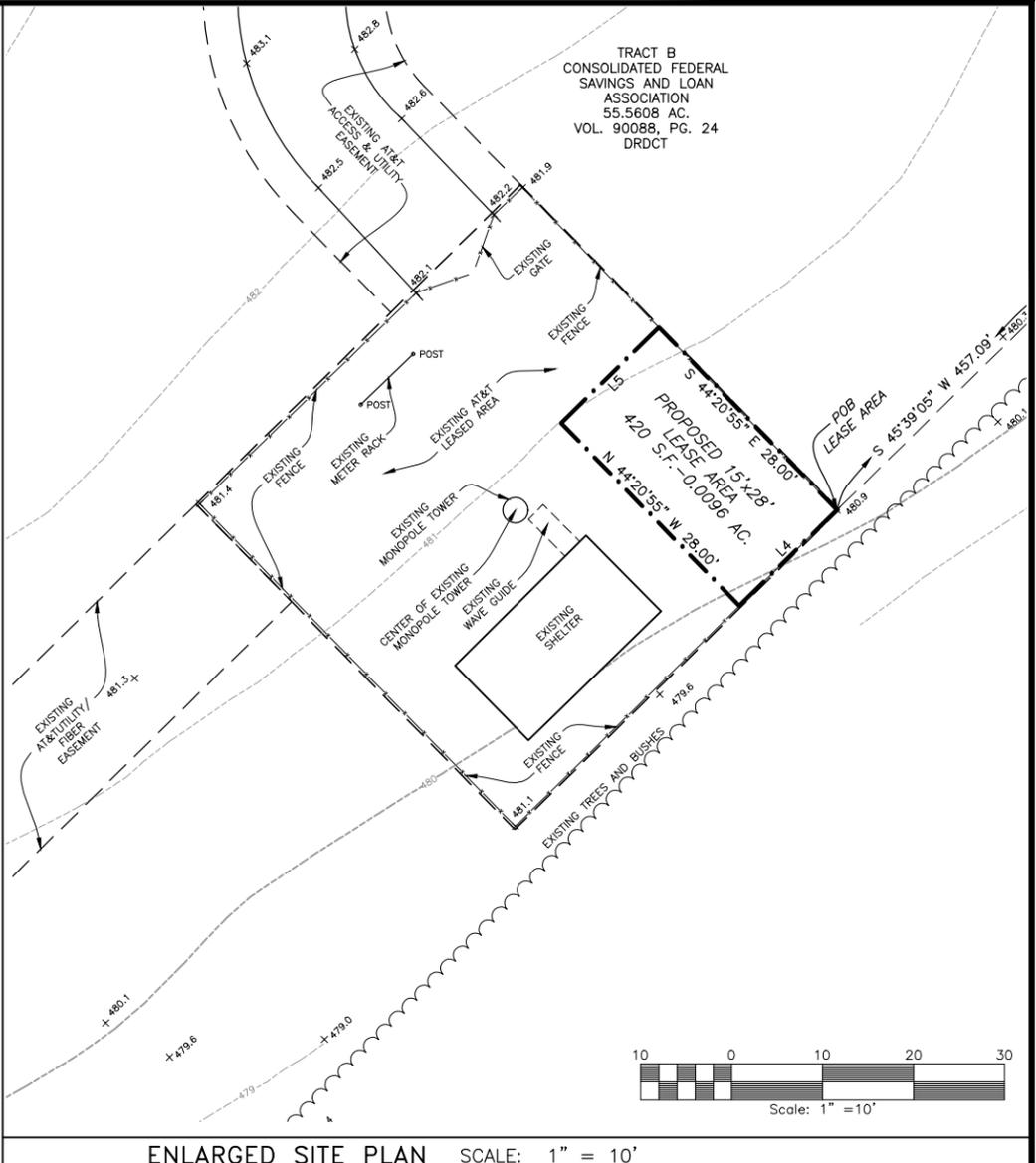
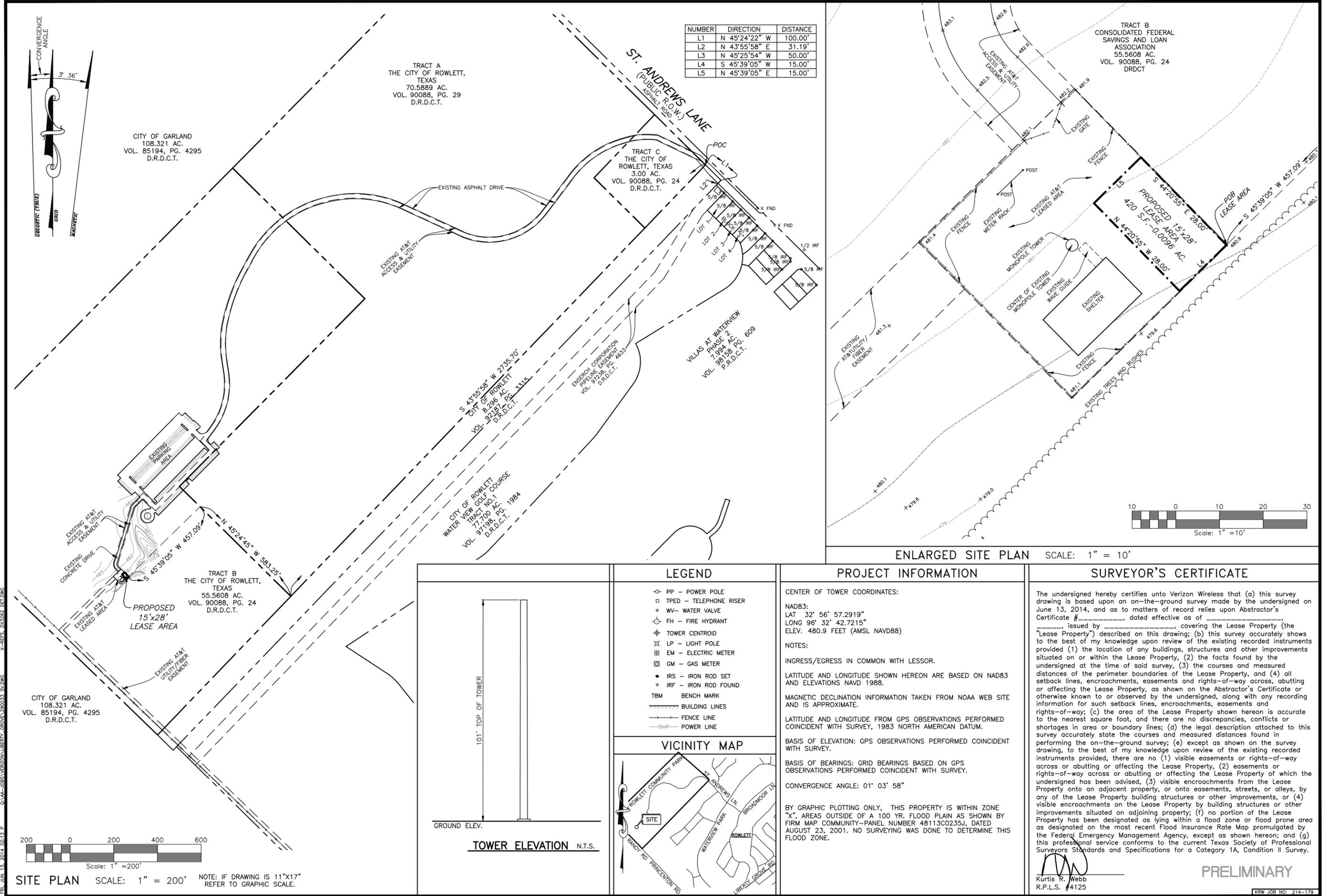
**SURVEY**  
 SITE NAME: LIBERTY\_GROVE  
 SITE NUMBER: 290033  
 ROWLETT, TX 75089



DRWN: KRW  
 CK: KRW

NO.	DATE	DESCRIPTION
1	06/30/2014	DATE OF SURVEY
2	07/09/2014	ISSUED
3		
4		
5		
6		
7		

SV-1



**LEGEND**

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM - BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE

**PROJECT INFORMATION**

CENTER OF TOWER COORDINATES:  
 NAD83:  
 LAT 32° 56' 57.2919"  
 LONG 96° 32' 42.7215"  
 ELEV. 480.9 FEET (AMSL NAVD88)

NOTES:  
 INGRESS/EGRESS IN COMMON WITH LESSOR.  
 LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.  
 MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.  
 LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.  
 BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 CONVERGENCE ANGLE: 01° 03' 58"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0235J, DATED AUGUST 23, 2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

**SURVEYOR'S CERTIFICATE**

The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on June 13, 2014, and as to matters of record relies upon Abstractor's Certificate # \_\_\_\_\_, dated effective as of \_\_\_\_\_, issued by \_\_\_\_\_, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

**PRELIMINARY**

Kurtis R. Webb  
 R.P.L.S. #4125

KRW JOB NO: 214-179

JUN 13 2014 09:13 P  
 G:\A-1055\VERIZON\LIBERTY\_GROVE\290033\_S\DWG  
 X-REFS: 063569.DWG

15' x 28' LEASE AREA

BEING a tract of land situated in the James M. Hamilton Survey, Abstract No. 544, Dallas County, Texas, and being out of and a portion of that certain 55.5608 acre tract, 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 a 3.00 acre tract, Tract C, conveyed also to The City of Rowlett, Texas, recorded in said Volume 90088, Page 0024, 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 43 degrees 55 minutes 58 seconds West, departing the southwesterly right-of-way line of said St. Andrews Lane, along the common line between the southeasterly line of said Tract C and the northwesterly line of said 8.296 acre tract, passing at a distance of 637.60 feet the most east northeast corner of a 70.5889 acre tract, Tract A, conveyed also to The City of Rowlett, Texas, recorded in Volume 90088, Page 0029, Deed Records, Dallas County, Texas, and continuing for a total distance of 2,435.70 feet to a Point, same being the intersection point of the southeast corner of said 70.5889 acre tract, Tract A and the northeast corner of said 55.5608 acre tract, Tract B;

THENCE North 45 degrees 24 minutes 45 seconds West, leaving the northeasterly line of said 8.296 acre tract, along the common line between the northeasterly line of said 55.5608 acre tract, Tract B and the southwesterly line of said 70.5889 acre tract, Tract A, a distance of 583.25 feet to a Point;

THENCE South 45 degrees 39 minutes 05 seconds West, leaving the southwesterly line of said 70.5889 acre tract, Tract A, through the interior of said 55.5608 acre tract, Tract B, a distance of 457.09 feet to the Northeast corner of the herein described Lease Area for the POINT OF BEGINNING hereof, same point being at the northeast corner of an existing fence line;

THENCE continuing through the interior of said 55.5608 acre tract, Tract B, the following four (4) courses:

1. South 45 degrees 39 minutes 05 seconds West, along the southeasterly line of said existing fence line, a distance of 15.00 feet to a Point for the Southeast corner of the herein described Lease Area;
2. North 44 degrees 20 minutes 55 seconds West, leaving the southeasterly line of said existing fence line, a distance of 28.00 feet to a Point for the Southwest corner of the herein described Lease Area;
3. North 45 degrees 39 minutes 05 seconds East, a distance of 50.00 feet to a Point for the Northwest corner of the herein described Lease Area, same point being on the northwesterly line of said existing fence line;
4. South 44 degrees 20 minutes 55 seconds East, along the northwesterly line of said existing fence line, a distance of 28.00 feet to the POINT OF BEGINNING hereof and containing 0.0096 acres or 420 square feet of land, more or less.

**PROJECT INFORMATION**

CENTER OF TOWER COORDINATES:  
 NAD83:  
 LAT 32° 56' 57.2919"  
 LONG 96° 32' 42.7215"  
 ELEV. 480.9 FEET (AMSL NAVD88)

NOTES:  
 INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 01° 03' 58"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X". AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0235J, DATED AUGUST 23, 2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

**Webb Surveying, Inc.**  
 6313 Patton Road  
 Plano, TX 75024  
 Phone: (972) 781-6700  
 Fax: (972) 781-6700  
 mol@webbsurveying.com

**SURVEY**

SITE NAME: LIBERTY\_GROVE  
 SITE NUMBER: 290033

ROWLETT, TX 75089

**verizon wireless**  
 7 VILLAGE CIRCLE, SUITE 400  
 PLANO, TEXAS 75024



DRWN KRW  
 CK KRW

NO.	DATE	DESCRIPTION	DATE OF SURVEY	
			ISSUED	
1	06/30/2014			
2	07/09/2014			
3				
4				
5				
6				
7				

SV-2

**LEGEND**

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM - BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE

**VICINITY MAP**

**SURVEYOR'S CERTIFICATE**

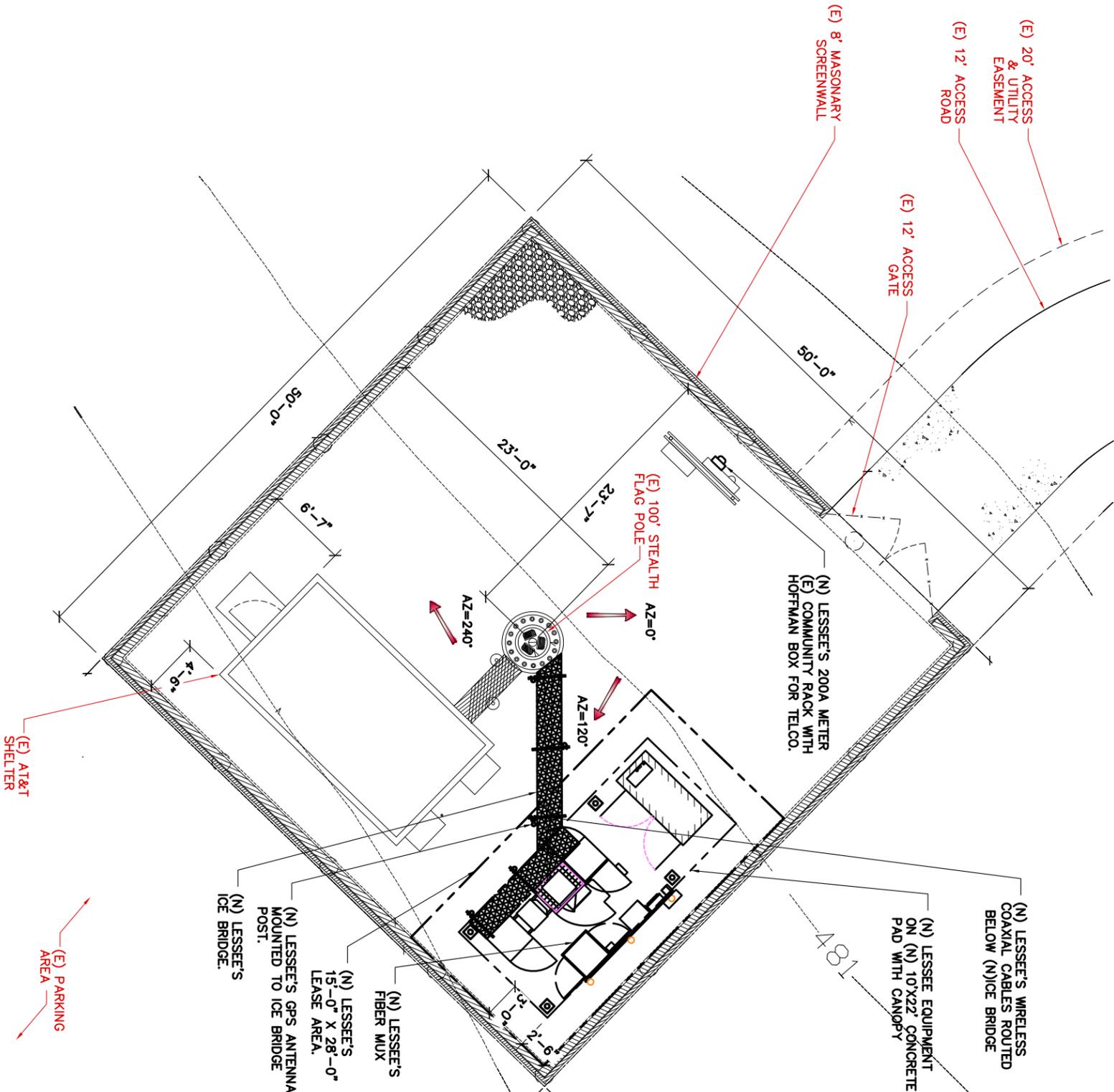
The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on June 30, 2014, and as to matters of record relies upon Abstractor's Certificate # \_\_\_\_\_, dated effective as of \_\_\_\_\_, issued by \_\_\_\_\_, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

*Kurtis R. Webb*  
 Kurtis R. Webb  
 R.P.L.S. #4125

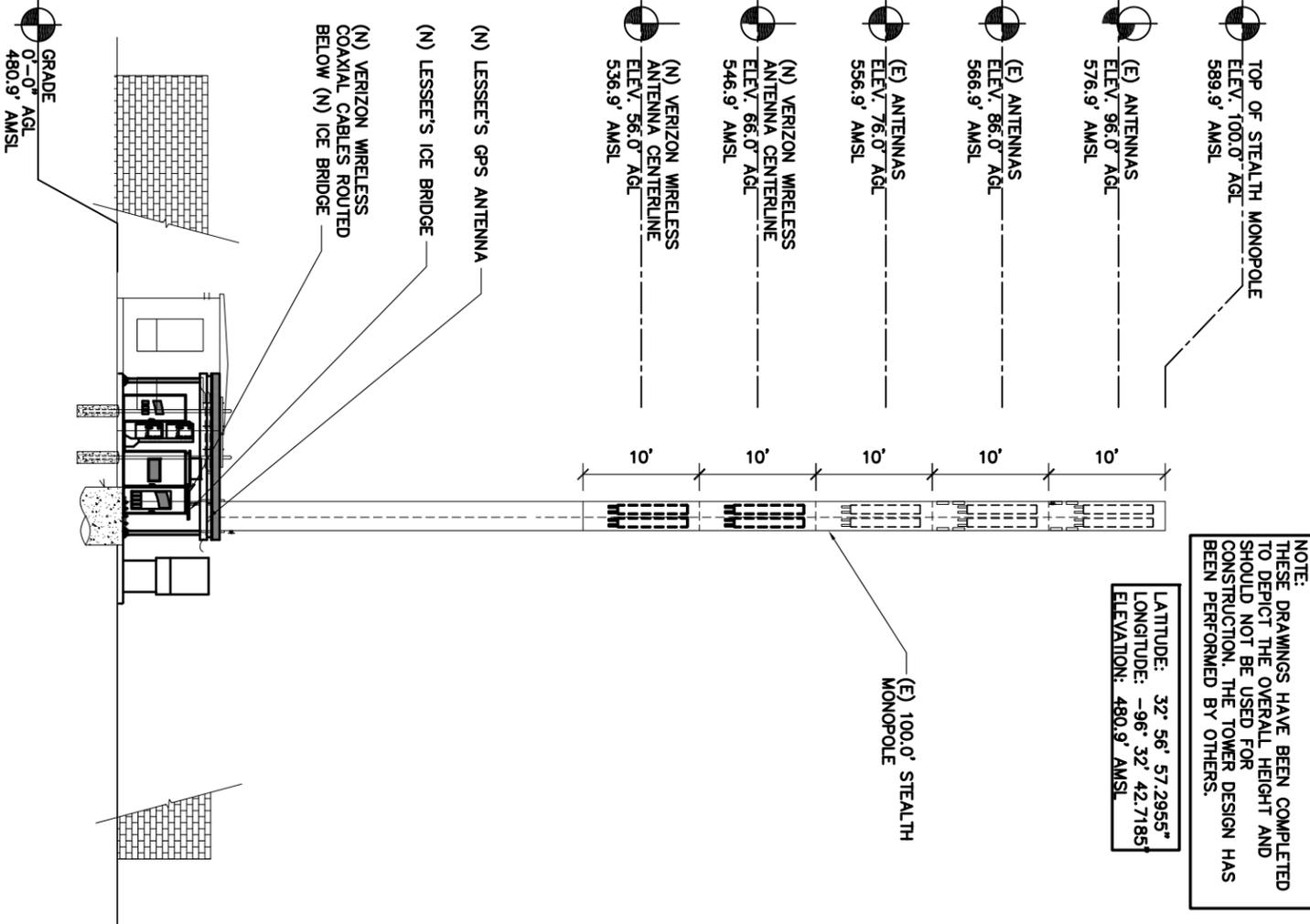
**PRELIMINARY**

KRW JOB NO: 214-179

JUN 13 2014 02:13 P  
 GRAMA-1055-VERIZON-LIBERTY-GROVE-290033-SYDING  
 X-REFS: 002929-DEFINING



1 ENLARGED SITE PLAN  
 SCALE: 3/32" = 1'-0"



2 TOWER ELEVATION  
 SCALE: 3/32" = 1'-0"

NOTE:  
 THESE DRAWINGS HAVE BEEN COMPLETED TO DEPICT THE OVERALL HEIGHT AND SHOULD NOT BE USED FOR CONSTRUCTION. THE TOWER DESIGN HAS BEEN PERFORMED BY OTHERS.

LATITUDE: 32° 56' 57.2955"  
 LONGITUDE: -96° 32' 42.7185"  
 ELEVATION: 480.9' AMSL

NO.	DATE	REVISION
A	06/16/14	ISSUED FOR REVIEW



DATE DRAWN:  
 06/16/14  
 DRAWN BY:  
 A. SHEHTA  
 APPROVED BY:  
 J. GEORGE

NEW SITE BUILD  
 LIBERTY GROVE  
 SITE ID # 290033  
 8500 ST. ANDREWS LN.  
 ROWLETT, TX 75089  
 DALLAS COUNTY



PROJECT NO: 14-3927

SHEET NAME  
 ENLARGED SITE PLAN/  
 TOWER ELEVATION

SHEET NUMBER

C-1



# City of Rowlett

## Official Copy

Resolution: RES-051-13

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

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROWLETT AND NEW CINGULAR WIRELESS PCS, LLC, FOR THE INSTALLATION, HOUSING, AND OPERATION OF A ONE HUNDRED FOOT MONOPOLE TOWER AND ASSOCIATED ANTENNA AND CABLES AND TO LEASE PROPERTY TO PROVIDE TELECOMMUNICATIONS SERVICES AT 8500 ST. ANDREWS LANE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett desires to provide New Cingular Wireless PCS, LLC with facilities for housing and operating certain communications equipment, including an area of approximately 50' x 50' as more particularly described in "Exhibit A" for the installation of a one hundred foot monopole tower and associated antennae, cables, and ground-based equipment cabinets at 8500 St. Andrews Lane; and

**WHEREAS**, New Cingular Wireless PCS, LLC, is a telecommunications company which provides telecommunications services and desires to lease property from the City for the construction and dedication to the City of a monopole antenna and for the installation and operation of Licensee's Equipment on and around the Antenna Facility; and

**WHEREAS**, City of Rowlett owns the premises and facilities described herein and desires to allow New Cingular Wireless PCS, LLC, to enter and utilize designated areas of the facilities and premises; and

**WHEREAS**, the agreement attached herein as "Exhibit A" is contingent on City staff's final approval of the construction documents.

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

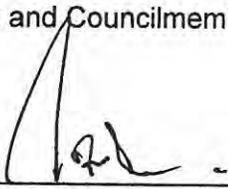
**Section 1:** That the City Council of the City of Rowlett hereby approves the Communications Facilities License Agreement, contingent on City staff's final approval of the construction documents, and authorizes the City Manager to execute the Agreement with New Cingular Wireless PCS, LLC, said Agreement being attached to this resolution and incorporated herein as Exhibit A.

**Section 2:** That this resolution shall become effective immediately upon its passage.

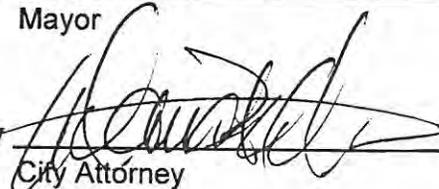
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At a meeting of the City Council on June 4, 2013 this Resolution be adopted. The motion carried by the following vote:

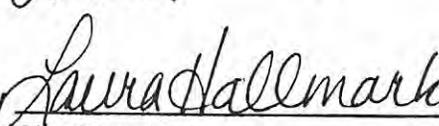
**Ayes: 7** Mayor Gottel, Mayor Pro Tem Phillips, Deputy Mayor Pro Tem Gallops, Councilmember Dana-Bashian, Councilmember Pankratz, Councilmember Bobbitt and Councilmember Kilgore

Approved by   
Mayor

Date June 4, 2013

Approved to form by   
City Attorney

Date June 4, 2013

Certified by   
City Secretary

Date June 4, 2013



STATE OF TEXAS	§	
	§	COMMUNICATIONS FACILITIES
	§	LICENSE AGREEMENT
COUNTY OF DALLAS	§	

**KNOW ALL BY THESE PRESENTS:**

This non-exclusive License for Communications Facilities ("Agreement") is made by and between the City of Rowlett, Texas, a home rule municipal corporation (hereinafter referred to as the "City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "Licensee"), for the use of certain premises and/or facilities according to the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, City desires to provide Licensee with facilities for housing and operating certain communications equipment, including ground space as more particularly described in Exhibit "A" for the installation of a telecommunications tower and associated antennae, cables, equipment, and an equipment platform to support the associated electronic equipment and hardware, all as more particularly described in Exhibit "A"; and

**WHEREAS**, Licensee is a telecommunications company duly authorized to provide certain telecommunications services and desires to lease certain property owned by City for the construction of an Antenna Facility (defined herein) and the installation and operation of Licensee's Equipment (defined herein) on and around the Antenna Facility; and

**WHEREAS**, City owns the premises and facilities described below and desires to allow Licensee to enter and utilize designated areas of the facilities and premises.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

**1. Location**

1.1 The city owns certain real property located at 8500 St. Andrews Lane, Rowlett, Texas 75089 (the "Property"). The premises (the "Premises") provided for Licensee's use by City are a part of the Property and are described in the Site Plan attached hereto and incorporated herein as **Exhibit "A"** (the "Site Plan"). Licensee shall have the right to install and operate upon the Premises its Equipment Compound, the Antenna Facility, telecommunication equipment and all related appurtenances attached to the Equipment Compound or the Antenna Facility and the cabling run between the Antenna Facility and the Equipment Compound. As used herein the term "Licensee's Equipment" shall mean all of Licensee's telecommunication equipment, antennas,

cabling, attachments, and all related appurtenances, (but specifically excluding the Antenna Facility), as identified on Exhibit "A". As used herein, the term "Antenna Facility" shall mean the communications tower and its foundation as more particularly described and identified on Exhibit "A". As used herein, the term "Equipment Compound" shall mean all equipment, shelters, platforms and similar structures located on the Premises and identified on Exhibit "A". As used herein, the term "Improvements" shall mean collectively the Equipment Compound, the Antenna Facility, and Licensee's Equipment, together with any related appurtenances. As a part of the Site Plan, Licensee shall provide to City a map that identifies all of Licensee's cell sites within the City of Rowlett. The license authorized under the terms of this Agreement shall be a license for the use of that portion of the Premises and the Antenna Facility designated for use by Licensee on the Site Plan and shall be exclusive with respect thereto and shall include non-exclusive easements (i) for ingress and egress between the Premises and a public thoroughfare, (ii) for placement of an underground grounding system, and (iii) for access to the appropriate source of electric and telephone facilities, in the discretion of Licensee and subject to the approval of City not to be unreasonably withheld, conditioned or delayed. The term "Effective Date" is the later of the dates indicated below by the signatures of the parties.

1.2 **Site Plan.** Performance under this Agreement shall be in material compliance with the Site Plan. If Licensee's installation, maintenance and operation of the Licensee's Equipment fail to substantially comply with the approved Site Plan, at any time, then City shall have the right to terminate this Agreement upon notice to Licensee, who has an opportunity to cure as provided under Section 5 herein. Any and all proposed material modifications to Licensee's Site Plan must be approved in writing by City before Licensee may make any changes to its Site Plan as originally approved by City. Approval of such modifications is within the sole discretion of City. When making its determination, City may consider comments from neighboring property owners.

Licensee shall submit, at Licensee's expense, an application to plat/replat the Property to accommodate the Antenna Facility and Licensee's use of the Premises. Said plat application shall be in conformance with applicable zoning and subdivision development regulations and ordinances. The approval of said plat/replat is a condition precedent to this Agreement.

1.3 Licensee has inspected, examined and investigated the status of the title and condition of the Premises to the extent that Licensee has deemed necessary, and Licensee understands, acknowledges and agrees that it is entering into this Agreement to acquire a leasehold interest in the Premises "AS IS," subject to the city's duty to maintain as provided in Section 8 hereof, in reliance solely upon the results of any inspection, examination and investigation of the status of title, of the condition of the Premises, of access to and from the Premises, and of the availability of utilities and utility service that Licensee has conducted and not as a result of any representation, warranty, assurance, guaranty or promise of City or any person purporting to act on behalf of City, other than those which may be expressly set forth in this Agreement.

1.4 LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE PREMISES WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE WHICH IS NOT SET FORTH IN THIS AGREEMENT.

## **2. Use of Premises**

2.1 **Permitted Use.** City agrees to allow installation of the Improvements, in accordance with the terms of this Agreement. Licensee's use shall be for the purpose of the installation, operation, and maintenance of Licensee's Equipment and the Equipment Compound, for the transmission, reception, and operation of a communications system and uses incidental thereto and for the construction of the Antenna Facility. Licensee understands, acknowledges and agrees that the use of the Premises by Licensee in conjunction with the terms of this Agreement is to be for the installation, operation and maintenance of communications equipment and uses ancillary thereto, in strict compliance with the Agreement and the attached Site Plan. Licensee shall not use the Premises for any other purpose whatsoever, including the storage or placement of debris, replacement improvements, or any other item, without first obtaining the prior written consent of City, which may be given or withheld for any reason or for no reason, in the City's sole, absolute and unrestricted discretion.

2.2 **Prohibited Use.** Licensee shall not use the Premises in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance or governmental regulation in any respect. Licensee shall neither do nor permit to be done anything that would violate any certificate of occupancy applicable to the Premises or would render void or uncollectible any insurance then in force with respect to the Premises, or that would in any way increase the premiums payable by City for fire, liability or any other insurance coverage on the Premises or the contents of any improvements thereon.

2.3 **Quiet Enjoyment.** So long as no Event of Default has occurred and is continuing, the City shall not disturb Licensee's possession of the Premises.

2.4 **Subletting of Premises or Improvements.** Licensee may not sublet to or license others to use the Premises. Any such attempt by Licensee shall be without effect and may at City's option result in the termination of this Agreement.

2.5 **Maintenance, Repair or Replacement of Improvements.** Licensee may update, maintain, repair, or replace the Licensee's Equipment located upon the Premises from time to time with the prior written approval of City, said approval not to be unreasonably withheld, conditioned or delayed, provided that the replacement Licensee's Equipment, together with related equipment, do not require more space than the existing Licensee's Equipment. Licensee shall submit to City, a detailed proposal for any proposed replacement Licensee's Equipment that is materially different than the existing Licensee's Equipment and any supplemental materials for City's evaluation and written approval. City agrees that such approval will not be unreasonably withheld, conditioned or delayed. A current and accurate Site Plan must be submitted to City by Licensee and maintained on file with City for the entire term of this Agreement and all renewals thereof. Prior written approval by the City is not required for routine maintenance, replacement or upgrading of equipment, or in case of emergencies.

2.6 Licensee agrees to obtain appropriate utility service from any utility company that will provide service to the Premises (including a standby power generator for Licensee's exclusive use). The City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Licensee or to the servicing utility company, of an easement in, over across or through the Premises as may be reasonably required by such servicing utility company to provide utility services as provided herein.

### 3. Term

3.1 This Agreement shall be for an initial term of five (5) years (the "Initial Term"), commencing on the Commencement Date. The Commencement Date shall be the earlier to occur of the date the building permit is issued by City to Licensee, or the Effective Date. For a period not to exceed one hundred eighty (180) days following the Effective Date, Licensee shall have the right to terminate this Agreement by giving thirty (30) days written notice to City of such termination if Licensee is unable to obtain all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") for Licensee's intended use of and improvements to the Premises.

3.2 Licensee is granted the option to renew this Agreement for two (2) additional five (5) year terms (each a "Renewal Term"), after the Initial Term expires. Unless Licensee gives written notice of its decision not to exercise the renewal option within 90 days prior to the expiration of the Initial Term or then current Renewal Term, this Agreement will automatically renew for each said Renewal Term as long as there is no continuing, uncured default by Licensee. All the terms and covenants of this Agreement apply to each Renewal Term, subject to amendment by the mutual agreement of the parties to this Agreement, in writing and signed by both parties to this Agreement. At least one (1) year prior to the end of the last Renewal Term, City will begin negotiations with Licensee to extend this Agreement. If Licensee continues to possess the Premises following the expiration of the last Renewal Term, and this Agreement has not been renewed or superseded, this Agreement (1) shall be deemed to be a holdover

tenancy at will but shall not itself constitute a renewal or extension of any term, (2) shall continue from month to month under the terms and conditions set forth herein, and (3) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover tenancy periods. The Initial Term and applicable Renewal Terms are sometimes referred to herein as the "Lease Term."

#### **4. Payment Terms and Conditions**

4.1(a) **Rent Payment.** In consideration for providing the Premises for use by Licensee, Licensee shall pay rent to City monthly, with the first payment being due within thirty (30) days following the Effective Date of this Agreement. Thereafter payment shall be due on the first day of each month throughout the Initial Term and all Renewal Terms hereof and prorated for any partial Lease Term. Licensee shall pay rent to City in advance, without prior notice or demand, without any abatement, setoff, reduction, deduction, counterclaim or recoupment except as provided herein, in the amount of Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) per month for the term of this Agreement ("Rent Payment"). Interest on late payments (which remain unpaid following the expiration of the notice and cure period described in Section 5.2(a) shall accrue at the maximum rate allowed by law. If this Agreement is terminated at a time other than the last day of the calendar year of the Lease Term for any reason other than a default by Licensee, all Rent Payments shall be prorated as of the date of termination and all prepaid Rent Payments shall be refunded to Licensee.

(b) **Additional Rent.** Licensee shall remit to the City any and all charges referred to in this Agreement as "Additional Rent" within thirty (30) days following notice of the charge of Additional Rent, notwithstanding any rent abatements.

(c) **Rent Abatement.** Licensee shall be entitled to a rent abatement as more particularly described on Exhibit "B" attached hereto to offset and recover the costs of construction of the Antenna Facility, which, once completed, inspected, approved and accepted by City (the "Dedication Date"), will become a part of the real estate and owned by City. The rent abatement shall be granted or paid in accordance with Exhibit "B".

(d) **Additional Expense.** Licensee shall further remit to the City an additional expense in the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) to compensate the City for engineering, consulting and legal fees incurred by the City in connection with the preparation, drafting, review and approval of this Agreement and related plans. This additional expense shall be paid within thirty (30) days of the Effective Date.

4.2 **Rent Adjustment.** The Rent Payment shall be increased by twenty percent (20%) at the beginning of each Renewal Term, if any. The dollar increase in the Rent Payment shall be determined by multiplying the Rent Payment (as previously adjusted) payable during the Initial Term or preceding Renewal Term, as applicable by twenty percent (20%).

4.3 **Holdover Rent.** The Rent Payment due during any holdover period shall be equal to two hundred percent (200%) of the Rent Payment due during the immediately preceding Initial Term or any Renewal Term.

4.4 **Payment Address.** Rent Payments shall be made payable to "City of Rowlett: 4004 Main Street, P.O. Box 99, Rowlett, TX 75030-0099 (Lease Address) and shall be remitted "City of Rowlett: Accounting Department." City shall provide Licensee written notice of any change in address for purposes of Rent Payments and Additional Rent.

4.5 **Lawful Currency.** Rent Payments shall be made according to paragraph 4.4 above in lawful money of the United States of America without any abatement, setoff, reduction, deduction, counterclaim or other recoupment, except as provided in Exhibit "B." Rent Payments shall be free and clear of any business license tax or fee that is measured upon the size of the Premises. In no event will Licensee be obligated to pay any general income taxes measured upon the income of the City. In the event any federal, state, county, municipal or other governmental authority hereafter imposes or levies any such business license tax or fee, Licensee shall pay to City an amount equal to any and all amounts so imposed or levied as a component of Rent.

4.6 **Dishonored Checks.** Any dishonored check shall incur a service charge of ten percent (10%) of its face amount. Subsequent to the first dishonored check received by City for any payment, all subsequent payments, including Rent Payments and Additional Rent, shall be made by cashier's check.

## 5. Termination

5.1 **Termination for Cause.** Upon the occurrence of any one or more of the events listed below (hereinafter referred to as "Event of Default"), or as provided elsewhere in this Agreement, City may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy under this Agreement at any time, either in whole or in part, by giving at least thirty (30) days prior written notice and opportunity to cure thereof to Licensee with the understanding that all use of the Premises being terminated shall cease upon the date specified on such notice, unless Licensee cures such Event of Default. Licensee shall not, however, be entitled to any damages, including but not limited to, lost or anticipated profits should City choose to exercise its option to terminate.

5.2 **Event of Default by Licensee.** Any of the following occurrences, conditions, or acts shall be deemed an "Event of Default" under this Agreement:

- (a) if Licensee fails to pay amounts due under this Agreement within ten (10) days of receipt of written notice that such payments are overdue (the 30-day cure period shall not apply to this Event of Default);

- (b) if Licensee fails to observe or perform its obligations under this Agreement other than as provided in Section 5.2(a) above and does not cure such failure within thirty (30) days from Licensee's receipt of written notice of breach or, if such failure cannot be cured within 30 days using reasonable efforts, then such longer period as may be necessary to complete a cure pursued with diligence and commenced within the 30 day period.

**5.3 Event of Default by Licensor.** if Licensor fails to observe or perform its obligations under this Agreement and does not cure such failure within thirty (30) days from Licensor's receipt of written notice of breach or, if such failure cannot be cured within 30 days using reasonable efforts, then such longer period as may be necessary to complete a cure pursued with diligence and commenced within the 30 day period, then Licensor shall be in default hereunder and Licensee may, without penalty, at its option and without prejudice to any other remedy, pursue any and all remedies available to it at law or in equity.

**5.4 Termination by Licensee.** This Agreement may be terminated by Licensee, without penalty or further liability, as follows:

(a) upon written notice, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of Licensee's Equipment as now and hereafter intended by Licensee; or if Licensee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(b) on sixty (60) days written notice for any reason so long as Licensee pays City a termination fee equal to six (6) months Rent Payment at the current rate or at the current rate prorated to the end of the City's fiscal year in which the termination occurs, whichever is greater.

**5.5 Removal of Improvements.** If Licensee's Equipment must be removed, whether or not such removal is done pursuant to Section 6.1, Licensee shall have the right to set up a portable mounted antenna, a cell on wheels (COW), and/or some other similar temporary structure approved by City, on City premises to allow Licensee to continue to provide wireless communications service. Licensee may maintain its COW for a period of thirty (30) days past the date of removal of Licensee's Equipment. To maintain the temporary antenna, COW, or other temporary structure for a period in excess of thirty (30) days, Licensee must obtain written approval from City not to be unreasonably withheld, conditioned or delayed. If the Premises are not in such condition as to be utilized by Licensee at the end of the initial thirty (30) day period, City shall provide as many additional thirty (30) day extensions for such temporary structures as are necessary to allow Licensee to continue its operations as authorized by this Agreement.

## **6. City's Right of Entry Onto Premises**

6.1 City and City's agents, employees or contractors may enter upon the Premises, except Licensee's secured areas, for the purpose of performing repairs and maintenance work to the Premises. The City reserves the right to perform maintenance on the Premises and Antenna Facility, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the facility. If maintenance work is required, the City agrees to provide Licensee with reasonable written notice of not less than ninety (90) days prior to commencing such work to allow Licensee to remove any and all of Licensee's antennas as may be necessary provided the City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate Licensee's Equipment, or otherwise to secure Licensee's Equipment. Licensee will be permitted to install any type of temporary facility necessary to keep its communication facility operational, including permitting Licensee to install a cell on wheels (COW) on the Property. Further, any maintenance will be conducted by the City as diligently and expeditiously as possible. However, subject to the above, the City will not be responsible for system outages of up to thirty (30) days resulting from the City's need for unusually extensive maintenance and any inability of the City to accommodate a relocation of Licensee's antennas to keep them operational. Notwithstanding, the City will not be liable to Licensee for outages resulting from the City's maintenance of or repairs to the Premises or any Improvements, or damage, destruction or removal of the Antenna Facility, Licensee's sole remedy being an abatement of future rent and the option to terminate this Agreement.

6.2 Licensee, at its expense and exclusive use, may use any and all reasonable and appropriate means of restricting access to the Licensee's Equipment Compound, as identified in the Site Plan.

## **7. Access**

7.1 Licensee shall have the non-exclusive right to access the aforementioned Premises at any time.

7.2 Licensee's right of access is a contractual right for the benefit of Licensee only and nothing contained in this Agreement shall be construed to constitute a dedication or an easement. However, in the event this Agreement is assigned in accordance and in compliance with Section 21.9 below, such right of access shall inure to the benefit of Licensee's assignee.

## **8. Damages to Property**

8.1 **Damage and Restoration of Property.** Licensee shall promptly notify City of any and all damages resulting from, arising out of, or caused to, the Premises and City Property surrounding the Premises, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by Licensee's

operations, by Licensee, its officers, agents, employees and invitees. Licensee shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed within twenty-five (25) calendar days and shall be completed in a manner acceptable to City. The foregoing notwithstanding, the City shall, at its cost, perform all maintenance and repairs to the Antenna Facility from and after the Dedication Date in a manner that allows Licensee to operate Licensee's Equipment.

**8.2 Failure to Restore Property.** If City does not make or perform any required maintenance or repairs to the Antenna Facility, Licensee shall have the right, but not the obligation, to make such repairs and to perform such maintenance. In such event, Licensee shall be entitled to set up and operate a portable mounted antenna, a COW, and/or some other similar temporary structure approved by City, on City premises to allow Licensee to continue to provide wireless communications services during the period of time the Antenna Facility is not available due to such maintenance and repairs or lack thereof. Notwithstanding, the City will not be liable to Licensee for costs incurred by Licensee in making repairs or performing such maintenance, Licensee's sole remedy being an abatement of future rent and the option to terminate this Agreement.

**8.3 Destruction or Condemnation.** If the Premises or Licensee's Equipment are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, the City or Licensee may elect to terminate without penalty or damages this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If the City undertakes to rebuild the Antenna Facility, the City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Equipment is completed.

## **9. Electrical, Radio and Intermodulation Interference**

9.1 Licensee shall operate Licensee's Equipment in a manner that will not cause radio frequency interference to the City or other licensees of the Property in their use of any equipment or their conduct of any activity on the Property pursuant to agreements which pre-date the installation and operation of Licensee's Equipment, as long as the existing radio frequency user(s) continue to operate within their respective frequencies and in compliance with all applicable laws and regulations. Licensee's installation and operation of the Licensee's Equipment shall be in compliance with all applicable FCC requirements. This provision shall not be interpreted to require Licensee to modify or alter its Equipment to accommodate other licensees nor shall it be interpreted to allow Licensee to modify or alter its Equipment so as to prevent or impair the use of the Antenna Facility or Premises by other licensees.

9.2 Prior to installation of any Licensee's Equipment on the Premises, Licensee shall conduct bandwidth testing of Licensee's Equipment and City equipment to

check bandwidth conflict between City's monitoring control system and Licensee's system. If such conflict occurs, Licensee shall take all steps necessary to resolve the conflict to the reasonable satisfaction of City. If the conflict cannot be remedied to the reasonable satisfaction of City, City may terminate this Agreement upon thirty (30) days written notice to Licensee.

9.3 Licensee shall not cause electrical, radio or intermodulation interference to City or to any other licensee who is using the Premises prior to or at the time of Licensee's installation of Licensee's Equipment, as long as the existing radio frequency user(s) continue to operate within their respective frequencies and in compliance with all applicable laws and regulations. Should such interference occur, Licensee will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, Licensee shall suspend operations (transmissions) at the Premises, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is determined. Any such method for correction of an interference problem must be acceptable to both City and Licensee. If the interference complained of cannot be eliminated, Licensee will cease its operations, remove all Licensee's Equipment from the Premises, and this Agreement shall be terminated, without further liability or obligation.

9.4 Licensee shall not cause electrical, radio or intermodulation interference to City at any time during or after installation or operation of Licensee's Equipment. Moreover, Licensee's use will not in any way adversely affect or interfere with City's signal operation or its communication system. Should such interference occur, Licensee will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, Licensee shall suspend operations (transmissions) at the Premises, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be acceptable to both City and Licensee. If the interference complained of cannot be eliminated, Licensee will cease its operations, remove all Licensee's Equipment from the Premises, and this Agreement shall be terminated without further liability or obligation.

9.5 City will not grant a license to any other party for the use of City's Property or Antenna Facility without including in that license a provision stating that the party's use will not in any way adversely affect or interfere with Licensee's signal operation or its communication system. Furthermore, license agreements with third parties will state that prior to installation of improvements, such third parties shall be required to conduct bandwidth testing of its equipment and the equipment of Licensee to check bandwidth conflict between third-party equipment and Licensee's Equipment. Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to City if another user of the Property, Premises or the Antenna Facility causes significant interference with Licensee's operations, and such interference is not corrected within thirty (30) days following the notice to such third party user causing the

interference. In the event that Licensee experiences interference caused by a third-party licensee, Licensee agrees that it shall seek recourse solely from such third party. No compensation shall be due from City for damages, including, but not limited to, lost or anticipated profits.

9.6 Licensee shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user of the Property, Premises or the Antenna Facility is causing significant interference, as well as for otherwise enforcing Licensee's rights under this Agreement. City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises, or enforcement of any of Licensee's rights under this Agreement.

9.7 Upon report to Licensee, and all other third parties with communications equipment on the Property, of interference with any City-owned/operated radio emergency system installed prior to the Effective Date, Licensee shall, within six (6) hours after such notification, perform an assessment of the source of the interference. In the event such interference results from Licensee's operations, Licensee agrees, within twelve (12) hours of first notification, to propose a plan of action to eliminate the interference. City and Licensee agree to provide a technician or other qualified representative to assist in testing, formulating and coordination of a plan for resolution.

9.8 If such interference results from Licensee's operations, Licensee must correct the interference within twenty-four (24) hours of City's original notification to Licensee or shall discontinue all use of Licensee's Equipment upon the Premises. Licensee's Equipment cannot be reactivated until Licensee can demonstrate that the cause of the interference has been eliminated.

9.9 Each party agrees to provide the other with a telephone number through which that party can contact a representative of the other on a 24-hour per day, 7 days a week basis for the purpose of implementing the requirements of this paragraph.

#### **10. Condition of Premises**

10.1 City shall maintain the Premises and, following the Dedication Date, the City shall maintain the Antenna Facility, in compliance with all applicable statutes, ordinances, regulations and rules required for City uses of the Premises and surrounding Property, and in a manner which will not interfere with Licensee's reasonable use of the Premises. Upon expiration, cancellation, or termination of this Agreement, Licensee will have the right to remove Licensee's Equipment and all equipment and personal property located within the Equipment Compound, but not the Antenna Facility, from the Premises at Licensee's cost and expense. Title to all remaining improvements, including the Antenna Facility, shall belong to City. Except as set forth above, Licensee shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted.

10.2 Licensee shall have sole responsibility for the maintenance, repair, and security of the Equipment Compound and its fixtures other than the Antenna Facility, and shall keep same in good repair and condition during the Lease Term, all Renewal Terms and holdover tenancies of this Agreement.

10.3 Licensee shall keep the Premises free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference.

10.4 In the event City or any other licensee undertakes painting, construction, or other alterations on the Premises, Licensee shall take reasonable measures at Licensee's cost to cover all of Licensee's Equipment and protect such from paint and debris fallout which may occur during the painting, construction, or alteration process. City shall not be responsible for any damages or costs incurred by Licensee due to the actions or omissions of any third-party licensees upon the Premises. City shall provide thirty (30) business days written notice to all licensees upon the Premises prior to City undertaking such painting, construction, or other alterations.

10.5 By taking possession of the Premises, Licensee accepts the Premises in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Premises and City shall not be liable for any latent or patent defect in the Premises. City agrees to notify Licensee of the existence of any latent defects of which the City has knowledge.

## **11. Construction, Installation and Operation**

11.1 **Construction, Installation and Operation.** Licensee may, at its sole cost and expense, construct, install, operate, maintain, monitor, reconfigure and repair Licensee's Equipment.

11.2 **Marking and Lighting Requirements.** Licensee acknowledges that it shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with Licensee's installation of the Antenna Facility prior to the Dedication Date and maintenance of Licensee's Equipment under this Agreement, as well as any expenses, fees or fines associated with the compliance or the non-compliance of Licensee's installation or maintenance of Licensee's Equipment under this Agreement. From and after the Dedication Date, Licensor shall be responsible for all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with the maintenance of the Antenna Facility. If the Licensee does not cure a condition of noncompliance as required above within the timeframe allowed by the citing agency, City may terminate this Agreement upon seven (7) days written notice.

**11.3 Inspection and Tests.** Upon the Effective Date and for the Lease Term of this Agreement, Licensee shall have reasonable access as provided in Section 7 above to the Premises as are necessary and approved by City for the purpose of inspection and planning. Prior to the Effective Date, Licensee shall retain, or shall cause to be retained, at its sole cost and expense, certified and insured structural engineers to perform such an inspection and provide a structural report as to the structural integrity of the Antenna Facility, its maximum load capacity, and other aspects of the Premises, as appropriate. Licensee shall provide to City a copy of the report. Licensee shall not conduct construction, installation, operation, maintenance or repair of Licensee's Equipment in a manner inconsistent with the structural report.

**11.4 Payment, No Mechanics Liens.** Licensee shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by Licensee in or to the Premises. Title to the Licensee's Equipment shall be held by Licensee. City shall not be responsible for the performance of Licensee's work. Licensee shall pay or cause to be paid all costs associated with Licensee's work. Licensee shall not suffer or permit to be enforced against any portion of the Property or Premises any (i) mechanic's, materialman's, contractor, subcontractor or other lien or claim arising from or in any way related to Licensee's work, or (ii) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after recordation of any lien, encumbrance, judgment or similar item which affects the Property or Premises in any way, Licensee shall obtain the complete discharge and release thereof at Licensee's sole expense or expenditure (without any cost being imposed upon City or it shall bond or insure around such lien and furnish copies thereof to City.) However, Licensee shall have the right to contest, in good faith, any mechanic's or materialman's lien upon the condition that Licensee provides a bond or other form of security reasonably acceptable to City in an amount sufficient to hold City fully and completely harmless from any and all liability therefor or on account thereof.

**11.5 Improvements to Premises; Removal.** All Licensee's Equipment constructed, installed and operated by or on behalf of Licensee shall remain Licensee's personal property and are not fixtures, with the exception of the Antenna Facility. Licensee shall remove all Licensee's Equipment at its sole expense within thirty (30) days following the expiration or earlier termination of this Agreement, and Licensee shall repair any damage to the Premises or Property caused by such removal and fully restore the Premises or Property to substantially the same condition as existed prior to such damage at its sole cost and expense. Licensee shall provide to City in writing, by not later than the end of the prescribed thirty (30) day period, notice that all Licensee's Equipment with the exception of the Antenna Facility have been removed in accordance with this Section. Failure of Licensee to remove any or all Licensee's Equipment with the exception of the Antenna Facility from the Premises and Property within the prescribed thirty (30) days shall be construed as holdover pursuant to this Section, and all obligations and requirements, including payment of Rent Payments, shall continue to

apply unless and until Licensee removes all Licensee's Equipment with the exception of the Antenna Facility and so notifies City.

**11.6 Liability for Damage/Outages.** Licensee shall be solely responsible for any damage caused by Licensee, its agents and/or contractors on or to the Premises or Property that causes an interruption or outage in the services, operations or utilities of another licensee, and shall indemnify and hold harmless City and its employees, agents, successors and assigns from all claims or actions for damages, including actual, incidental and consequential damages, brought by another licensee as a result of Licensee's, or its employees', contractors', agents', assigns' or licensees', willful, reckless or gross negligence, negligence, or other conduct.

## **12. Communication Tower**

12.1 This provision shall be implemented only in the instances where Licensee will be leasing ground space from the City and constructing an Antenna Facility upon which Licensee will install, operate, maintain, and repair Licensee's Equipment.

12.2 The Licensee shall have the right to construct the Antenna Facility structurally capable of supporting up to five (5) canisters to house antennae and antenna equipment, and five canisters shall be constructed. This Agreement allows Licensee to use the uppermost three (3) canisters. Structural design shall be provided to City for review and shall be in compliance with approved Site Plan reference paragraph 1.2. Ownership of the Antenna Facility shall be vested in the City upon its erection and approval of dedication, subject to all necessary permits and approvals from all local, state and federal authorities having jurisdiction. The City shall retain the exclusive right to negotiate requests of other wireless communications carriers ("Collocatees"), according to then current Master Lease Agreement ("MLA") between the City and the Collocatee, if applicable, to collocate their communications equipment at the Premises. Licensee shall not prohibit or impede other Collocatees from the placement of equipment on the Antenna Facility. City shall retain one hundred percent (100%) of the rental compensation derived from subleases to Collocatees. The foregoing notwithstanding, Licensee's rights to install and operate Licensee's Equipment in the locations on the Antenna Facility and on the ground within the Premises in the exact locations described in the Site Plan shall be exclusive and no Collocatee shall be permitted to interfere with such right.

12.3 Licensee shall have the right, but not the obligation, to perform necessary tests including, but not limited to radio frequency tests and structural analyses on the Antenna Facility. Such costs shall be paid by Licensee. A copy of any such structural analysis shall be provided to City.

12.4 City will provide notice to Licensee at least thirty (30) days prior to the commencement of co-location construction. Licensee shall not withhold or obstruct access to such Antenna Facility for the purposes of co-location.

### **13. Compliance with Laws**

13.1 **By Licensee.** Licensee, its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees, shall comply in all respects and at all times with all local, state and federal laws, statutes, ordinances, regulations, rulings, requirements, conditions, orders, licenses, permits, covenants, restrictions, approvals and consents pertaining to Licensee's services, Licensee's construction, installation and operation of Licensee's Equipment and Licensee's use of the Premises. Without limiting the generality of the preceding sentence, Licensee shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety, including standard industry equipment safety regulations, and shall not use the Premises or operate the Licensee's Equipment in any manner which is inconsistent therewith. Licensee shall, at Licensee's sole cost and expense, promptly apply for and use its best efforts to obtain and maintain all necessary licenses, permits, approvals and consents required or necessary for the construction and operation of the Licensee's Equipment. In the event Licensee fails to obtain any required license, permit, approval or consent to construct and operate the Licensee's Equipment, through no fault of Licensee, Licensee shall have the right to terminate this Agreement in accordance with Section 5 of this Agreement.

13.2 **By City.** The City shall comply in all material respects and shall exercise commercially reasonable efforts to cause its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees to comply in all material respects with all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof, whether state, federal or local, relating to the City's ownership interest in the Premises.

### **14. Utility Easements and Utility Cost**

14.1 Licensee shall pay directly to all public utility service companies, before delinquency, all charges for the electricity, water and other utility services that Licensee consumes in connection with the installation and operation of Licensee's Equipment and which are separately metered and charged to Licensee by any public utility service company, without any expense therefore being imposed upon City

14.2 If Licensee first obtains City's written consent, which may be given or withheld for any reason or no reason in the City's sole discretion, Licensee shall have the right to obtain electricity and other public utility services from the existing outlets available at the Premises. Absent such consent, Licensee shall obtain separate public utility services from any company that will provide such services to the Premises (which services may include an approved gasoline-powered standby power generator located on the Premises for Licensee's exclusive use). Gasoline-powered generators may be used by Licensee from time to time for emergency purposes. This authorization does not and shall not be interpreted to authorize Licensee to violate any applicable noise, emission or environmental standards, ordinances or regulations.

14.3 Licensee shall not permit any charges for public utility services to accumulate or become a lien on the Property. If Licensee fails to pay any such charge required to be paid by Licensee pursuant to this Section, City may, but shall not be required to, pay such charge on Licensee's behalf. If City pays any such charge on behalf of Licensee or incurs any cost with respect to any grant of any public utility service easement for the benefit of Licensee pursuant to this Section, Licensee shall reimburse and pay to City an amount equal to all such charges so paid and all such easement costs so incurred, immediately upon demand as Additional Rent.

14.4 **Additional Utility/Power Equipment.** In the event that Licensee is required to or otherwise decides to install, operate and use additional equipment to provide electricity or other utility services required for the operations of Licensee's Equipment, such installation, operation and use shall comply in all respects with the terms and conditions set forth in this Agreement.

### **15. Taxes**

15.1 Licensee agrees to timely reimburse City for all governmental taxes, fees and charges that are assessed against City, if any, attributable to Licensee's Equipment on or about the Premises, except for the Antenna Facility and related appurtenances; provided, however, City shall use its best efforts to provide prior notification of any taxes for which Licensee is to be charged, so Licensee will have the opportunity to appear before the taxing authority and contest any assessment.

15.2 If Licensee fails to pay any such taxes, fees, tax-related penalties, interest, or costs, or other charges for which Licensee is obligated, City may, but shall not be required to, pay such on Licensee's behalf. If City pays any such taxes, penalties, interest, costs or charges on behalf of Licensee pursuant to the preceding sentence, Licensee shall reimburse and pay to City an amount equal to any such amounts so paid, plus an administrative fee of ten percent (10%) of the amount paid, immediately upon demand as Additional Rent.

### **16. Liability and Indemnification**

16.1 Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the Licensee's Equipment except for the Antenna Facility and related appurtenances, authorized herein, and shall fully release, defend, indemnify and hold harmless City, its officers, officials, agents, servants or employees against any and all claims, damages, lawsuits, losses, costs, or expenses which may be sustained or incurred by City, its officers, officials, agents, servants or employees as a result of Licensee's installation, operation, or removal of such Licensee's Equipment except for the Antenna Facility and related appurtenances.

16.2 Licensee undertakes and assumes for its officers, agents, employees, servants, affiliates, contractors and subcontractors, all risk of dangerous conditions, if any on or about the Premises, and Licensee hereby agrees to release, defend, indemnify and hold harmless City, its officers, officials, agents, servants and employees against and from any claim asserted or liability imposed upon City, its officers, officials, agents, servants, and employees for personal injury or property damage to any person arising out of Licensee's installation, operation, maintenance, condition or use of the Premises or Licensee's Equipment or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation; save and except where such claim or liability arises out of gross negligence or intentional acts or omissions of City, its officers, officials, agents, servants, or employees, in whole or in part.

16.3 Licensee represents and warrants that to its actual knowledge, its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Provided, however, that Licensee may store acid storage batteries on the Premises as necessary for use in the event of a power outage, and Licensee may transport to and store on the premises a diesel or propane generator during an emergency to provide electricity in the event of a power outage in excess of four (4) continuous hours. Licensee further agrees to release, defend, indemnify, and hold City, its officers, officials, agents, servants and employees, harmless from and against any damage, loss, or expense or liability resulting from the generating, transporting, storage or disposal of such hazardous substances by Licensee on the Premises including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease, including diesel and propane fuel.

### **17. Insurance**

17.1 Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at Licensee's sole expense, insurance coverage as described herein, and a certificate of insurance shall be submitted to and approved by City prior to the Effective Date of this Agreement. Licensee must provide worker's compensation insurance in accordance with State law and Comprehensive or Commercial General Liability insurance of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage, said coverage to include those found in the Comprehensive General Liability Broad Form endorsement with no standard coverages removed by exclusions.

17.2 In the event that Licensee uses third-party contractors or subcontractors to provide services or to perform work upon the Premises, Licensee shall include in all

contracts, subcontracts, and bid documents with such third parties, the requirement that each such third party shall sign a contract with City guaranteeing to provide City with insurance that complies with the requirements of this Agreement and to provide separate certificates of insurance or such other documentation as is reasonably required by City to evidence that each such third party obtains and maintains insurance coverage consistent with the insurance requirements of this Agreement and the Contractor Agreement throughout the term of its contract with Licensee. All such insurance certificates and other documents evidencing coverage shall contain an affirmative statement of the contractor, subcontractor, or other third party that such third party shall notify the City of Rowlett in the event that the policy lapses or is canceled for any reason.

### **18. Notice**

18.1 Any notice or demand required or desired to be given to any party pursuant to this Agreement shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. Service by United States mail shall be deemed made on the date actually received.

to <i>City</i> :	City of Rowlett Attn: City Manager P.O. Box 99 Rowlett, Texas 75030-0099
with copy to:	David M. Berman Nichols, Jackson, Dillard, Hager & Smith, LLP 1800 Lincoln Plaza 500 N. Akard Street Dallas, Texas 75201
to <i>Licensee</i> :	New Cingular Wireless PCS, LLC 575 Morosgo Dr., Atlanta, Georgia 30324 Attn: Network Real Estate Administration RE: Cell Site #DX3262; Name: Scooner/Victory St (TX) Fixed Asset No: 10552499
with a copy to:	New Cingular Wireless PCS, LLC 208 S. Akard Street Dallas, TX 75202-4206 Attn: Legal Department

RE: Cell Site #DX3262; Name: Scooner/Victory St. (TX)  
Fixed Asset No: 10552499

City or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

### **19. Remedies**

19.1 Licensee's failure to timely remit payments due hereunder within fifteen (15) days of its due date shall be a breach of this Agreement for which Licensee shall be given ten (10) days from receipt of written notice from City that such payment is overdue to cure. If Licensee fails to make payment as required; if Licensee abandons or vacates the Premises; or if Licensee becomes insolvent or has filed for bankruptcy and the Bankruptcy case is not dismissed within ninety (90) days of the filing date, City shall have the right, at its sole option, in addition to and not exclusive of any other remedy City may have hereunder or by operation of law, with five (5) business days' demand or notice and opportunity to cure, to re-enter the Premises and remove the Licensee's Equipment. Upon such occurrence, City may declare this Agreement and license granted herein terminated, in which event Licensee shall immediately pay City a sum of money equal to the total of the amount of Rental Payment and Additional Rent accrued through the date of termination.

19.2 No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Licensee by City.

### **20. Force Majeure**

20.1 Notwithstanding any other provision in this Agreement to the contrary, neither party to this Agreement will have any liability to the other with respect to its failure to perform its obligations under this Agreement, if such failure is due to any of the following events (each a "Force Majeure" event): (i) fire, flood, earthquake, law or government regulation; or (ii) any other cause beyond the reasonable control of such party to this Agreement. In any such case, time for performance under this Agreement and the term hereof, to the extent affected by any of the foregoing, shall be correspondingly extended; provided, however, that if such condition shall continue in effect for more than 180 days, the party to this Agreement that is not the failure to perform party shall have the right to terminate this Agreement upon thirty (30) days notice.

### **21. Miscellaneous Provisions**

21.1 **Modifications.** Licensee's operations and all City approved modifications to the Premises must at all times comply with the terms of this Agreement, all applicable federal, state and local laws and ordinances and all amendments thereto.

21.2 **Entire Agreement.** This Agreement, together with all exhibits attached hereto and incorporated herein constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

21.3 **Capacity.** Both Licensee and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

21.4 **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

21.5 **Amendment.** This Agreement may only be amended by mutual written agreement signed by the parties hereto.

21.6 **Legal Construction; Severability.** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 **Nonwaiver.** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

21.8 **Independent Contractor.** Licensee covenants and agrees that Licensee is an independent contractor and not an officer, agent, partner, joint venturer, servant or employee of City; that Licensee shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

21.9 **Successors and Assigns.**

- (a) City and Licensee each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Licensee will assign, sublet, subcontract or transfer any interest in

this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of City. Licensee shall not assign, sublet, subcontract, transfer or allow the use of any interest in the Premises or any use of Licensee's Equipment, including but not limited to equipment, lines, channels or frequencies, on the Premises without the prior written consent of City. City's consent may be conditioned upon Licensee successfully obtaining contracts from such third parties wherein those parties agree to directly compensate City for all benefits incurred by the use of the Premises.

- (b) Notwithstanding any provisions of this Agreement to the contrary, Licensee may assign this Agreement to any parent, subsidiary or Affiliate. As used herein "Affiliate" shall mean any entity which is at least fifty-one percent (51%) controlled by Licensee or having control over Licensee, or under common control, directly or indirectly, with Licensee, provided such assignee has first received FCC or state regulatory agency approvals, acquires Licensee's radio communications business and assumes all obligations of Licensee under this Agreement. Notwithstanding any assignment permitted under this Section or otherwise under this Agreement, Licensee shall remain absolutely and unconditionally primarily liable to pay and perform each and all of the obligations set forth in this Agreement prior to said assignment and shall be relieved of all future performance, liability and obligations after said assignment.
- (c) If City shall, at any time, relinquish its ownership or otherwise dispose of the Premises, City shall be automatically released from all obligations under and pursuant to this Agreement that accrue after such disposition. If the Premises are so disposed of, Licensee shall not disavow any of Licensee's obligations pursuant to this Agreement but shall attorn to the purchaser or transferee thereof of City's obligations under this Agreement.

**21.10 Applicable Laws.** This Agreement is entered into subject to the charter and ordinances of City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and Texas state laws.

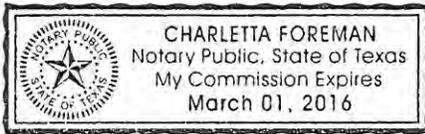
**21.11 Contract Interpretation.** Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 2013, by Greg Holloway, the Area Manager RE & C, NTX Network Operations of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, on behalf of said limited liability company.

Charletta Foreman  
Notary Public in and for  
The State of TEXA



ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2013, by Lynda Humble, City Manager of the City Of Rowlett, Texas, a home-rule municipal corporation, on behalf of said corporation.

Evette Whitehead  
Notary Public in and for  
The State of Texas

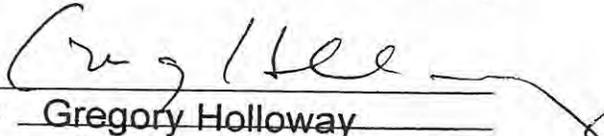


EXECUTED on the 21<sup>st</sup> day of July, 2013.

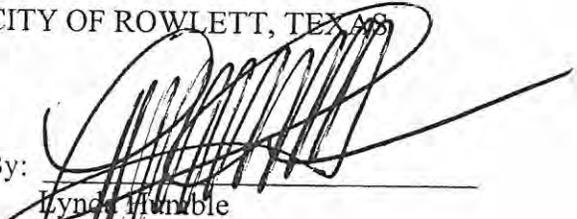
LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC

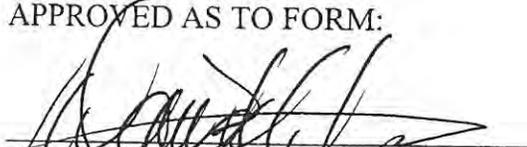
By: AT&T Mobility Corporation, its Manager

By:   
Name: Gregory Holloway  
Its: Area Manager - RF & C  
NTX Network Ops  
7-18-13

CITY OF ROWLETT, TEXAS

By:   
Lynda Humble  
City Manager  
4000 Main Street  
P.O. Box 99  
Rowlett, TX 75030-0099

APPROVED AS TO FORM:

  
David M. Berman, City Attorney

**Exhibit "A"**

**Site Plan**

















REVISIONS	DATE
1	04/15/13

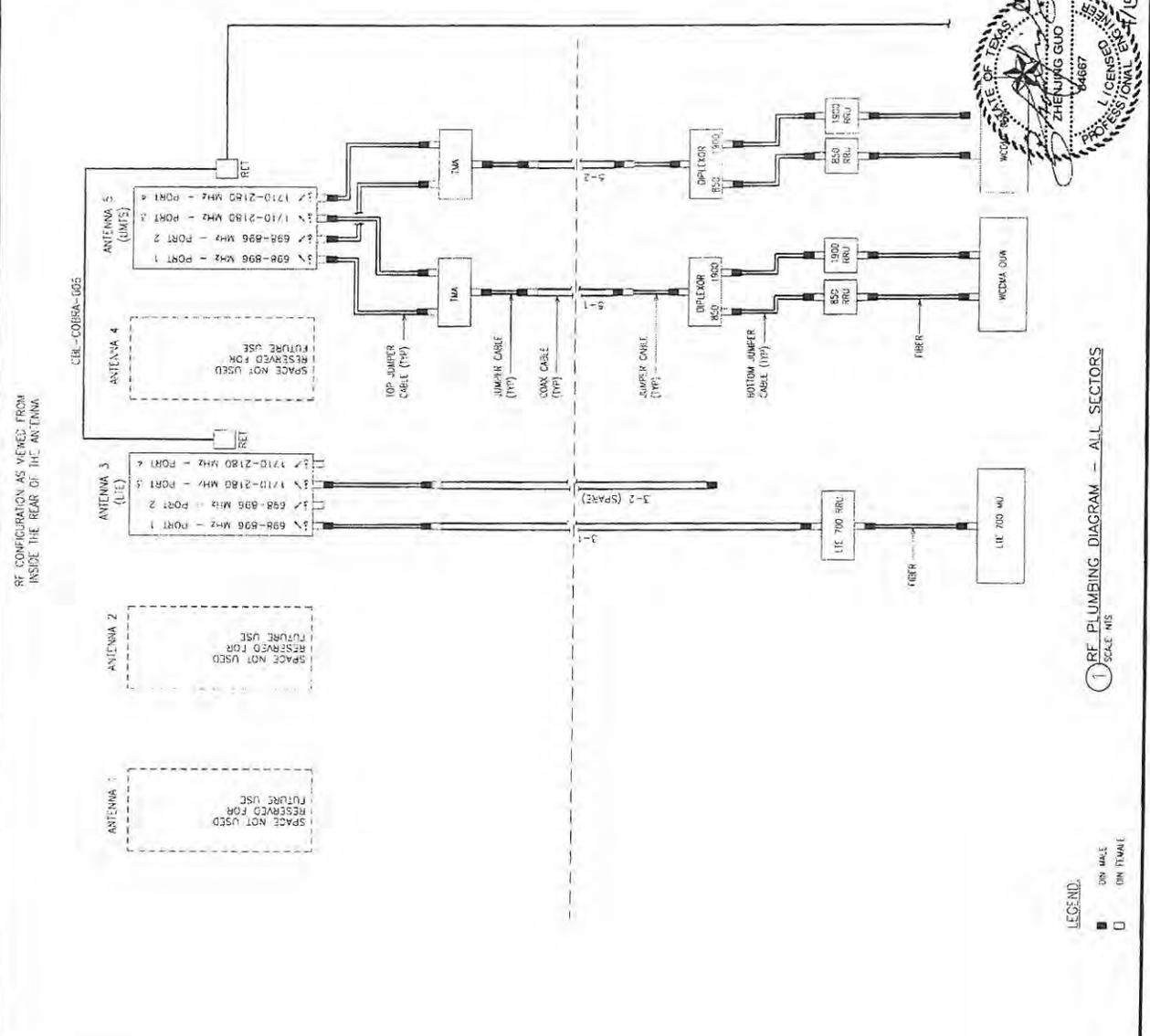
**CELERIS GROUP**  
 CONSULTING ENGINEERS  
 2201 N. Collins St., Suite 125  
 Arlington, TX 76011  
 Phone 817.406.0845  
 Fax 817.406.0845  
 TX Firm Reg. # E-13892

**at&t**  
 1801 VALLEY VIEW LANE  
 FARMERS BRANCH, TX 75234

SITE NAME  
**SCOONER / VICTORY ST.**  
 SITE NUMBER  
**DX3262**

ATTACHMENT  
 SHEET NO. **C07**  
 RF PLUMBING INSERT

THIS DRAWING IS CORRECTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND IS VALIDATION, REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



SECTOR / POSITION	FEED LINE / TOP JUMPER	COLOR (SECTOR)	2ND COLOR (ANT. POSITION)	3RD COLOR (FREQUENCY)	4TH COLOR (SLANT)
<b>ALPHA SECTOR</b>					
ALPHA 1	+ / 850 *	RED	BLUE	WHITE	WHITE
ALPHA 1	NA / 1900 *	RED	BLUE	YELLOW	YELLOW
ALPHA 2	+ / 850 *	RED	BLUE	WHITE	WHITE
ALPHA 2	NA / 1900 *	RED	ORANGE	YELLOW	YELLOW
ALPHA 3	+ / 850 *	RED	BROWN	WHITE	WHITE
ALPHA 3	NA / 1900 *	RED	BROWN	YELLOW	YELLOW
ALPHA 4	+ / 850 *	RED	BROWN	WHITE	WHITE
ALPHA 4	NA / 1900 *	RED	BROWN	YELLOW	YELLOW
ALPHA 5	+ / 850 *	RED	SLATE (GRAY)	WHITE	WHITE
ALPHA 5	NA / 1900 *	RED	SLATE (GRAY)	YELLOW	YELLOW
LIE	200 1X2/781	RED	RED	RED	RED
LIE	2100 1X2/782	RED	RED	RED	RED
LIE	850 1X2/781	RED	RED	RED	RED
LIE	1500 1X2/782	RED	WHITE	RED	WHITE
LIE	1500 1X2/781	RED	WHITE	RED	WHITE
LIE	1500 1X2/782	RED	WHITE	RED	WHITE
<b>BETA SECTOR</b>					
BETA 1	+ / 850 *	BLUE	BLUE	WHITE	WHITE
BETA 1	NA / 1900 *	BLUE	BLUE	YELLOW	YELLOW
BETA 2	+ / 850 *	BLUE	ORANGE	WHITE	WHITE
BETA 2	NA / 1900 *	BLUE	ORANGE	YELLOW	YELLOW
BETA 3	+ / 850 *	BLUE	ORANGE	WHITE	WHITE
BETA 3	NA / 1900 *	BLUE	ORANGE	YELLOW	YELLOW
BETA 4	+ / 850 *	BLUE	BROWN	WHITE	WHITE
BETA 4	NA / 1900 *	BLUE	BROWN	YELLOW	YELLOW
BETA 5	+ / 850 *	BLUE	BROWN	WHITE	WHITE
BETA 5	NA / 1900 *	BLUE	BROWN	YELLOW	YELLOW
LIE	700 1X2/781	BLUE	BLUE	BLUE	BLUE
LIE	700 1X2/782	BLUE	BLUE	BLUE	BLUE
LIE	2100 1X2/781	BLUE	YELLOW	YELLOW	YELLOW
LIE	850 1X2/781	BLUE	YELLOW	YELLOW	YELLOW
LIE	1500 1X2/781	BLUE	YELLOW	YELLOW	YELLOW
LIE	1500 1X2/782	BLUE	YELLOW	YELLOW	YELLOW
<b>GAMMA SECTOR</b>					
GAMMA 1	+ / 850 *	GREEN	BLUE	WHITE	WHITE
GAMMA 1	NA / 1900 *	GREEN	BLUE	YELLOW	YELLOW
GAMMA 2	+ / 850 *	GREEN	ORANGE	WHITE	WHITE
GAMMA 2	NA / 1900 *	GREEN	ORANGE	YELLOW	YELLOW
GAMMA 3	+ / 850 *	GREEN	BROWN	WHITE	WHITE
GAMMA 3	NA / 1900 *	GREEN	BROWN	YELLOW	YELLOW
GAMMA 4	+ / 850 *	GREEN	BROWN	WHITE	WHITE
GAMMA 4	NA / 1900 *	GREEN	BROWN	YELLOW	YELLOW
GAMMA 5	+ / 850 *	GREEN	SLATE (GRAY)	WHITE	WHITE
GAMMA 5	NA / 1900 *	GREEN	SLATE (GRAY)	YELLOW	YELLOW
LIE	200 1X2/781	GREEN	GREEN	GREEN	GREEN
LIE	2100 1X2/781	GREEN	GREEN	GREEN	GREEN
LIE	850 1X2/781	GREEN	BROWN	BROWN	BROWN
LIE	1500 1X2/781	GREEN	BROWN	BROWN	BROWN
LIE	1500 1X2/782	GREEN	BROWN	BROWN	BROWN

RF PLUMBING DIAGRAM - ALL SECTORS  
 SCALE: 1/8" = 1'-0"

LEGEND:  
 DIM MALE  
 DIM FEMALE









**NOTES: BY REFERENCE**

- INTERLOCKED 240V, 200A GENERATOR RECEPTACLE
- PROVIDE "INTERSECT" PANEL, 200A, 15W, 240V COMBINATION MANUAL TRANSFER SWITCH, SURGE PROTECTOR, FRAME/GROUND "N" - REFER TO PANEL SCHEDULE FOR CIRCUIT BREAKERS.
- REFER TO GROUND ROD WITH ACCESS AREA DETAIL 2/10A.
- NEW 200AMP 240V 15W METER SOCKET WITH NEW 200A MAIN CIRCUIT BREAKER RATED AS "SERVICE ENTRANCE" TO WITHSTAND AVAILABLE PANEL CURRENT.
- NEW 1/2" x 1/4" V. 1-PHASE, 3-WIRE CUTLER-HAMMER #350420012 COMMERCIAL W/BUJOLAR METERING SINK BY ELEC. CONTRACTOR
- NEW 1/2" x 1/4" V. 1-PHASE, 3-WIRE CUTLER-HAMMER #1MB0000 MAIN SERVICE MODULE BY ELEC. CONTRACTOR
- 5/8" DIAMETER X 10' COPPER CLAD GROUND RODS, BURIED TOP TO 18" BELOW SURFACE. INSTALL GROUND ROD INSPECTION PORT (REF: 2/10A).
- GROUNDING ELECTRODE CONDUCTION (#3/0 CU) IN 3/4" PROTECTIVE CONDUIT.
- VERIFY EXACT MOUNTING LOCATION.
- 2" CONDUIT W/ (1) 25 PAIR FROM MAIN TELCO ENCLOSURE TO NEW "A1&T" EQUIPMENT SHELTER.
- 100ER LIGHT CONTROL BOX (WHERE REQUIRED). PROVIDE (2) 1 1/2" CONDUITS, ONE FROM TELCO TO LIGHT CONTROL BOX AND ONE FROM TELCO TO CONTROL BOX. ROUTE (1) 1 1/2" CONDUIT FROM CONTROL BOX TO BASE OF TOWER. COORDINATE WITH MANUFACTURER FOR MODEL NUMBER AND SITE OF CONDUITORS.
- NEW NEMA 3B TELEPHONE CABINET (527485717 - HYDROMAN BOX) W/ 3/4" PL WOOD BACK AND GROUND BAR. PROVIDE PERMANENT LABEL TO READ "A1&T".
- PROVIDE 2 PARALLEL SETS OF 3 #80000M TYPE THIN (PER NFPA-70 ARTICLE 310.4) IN FULLY TAPPED TO BOTH SETS OF UTILITY COMPANY TELEPHONE AND SECURED WITH HYDRAULICALLY COMPRESSED CONNECTIONS, DOUBLE WRAPPED AND INSULATED FROM DAMAGE IN WEATHER.
- PROVIDE 3-3/8" TYPE TYPE THIN IN 2" CONDUIT (AC ABOVE GRADE, SCHED. 40 PVC BELOW GRADE).

PANEL "A"		TOTAL CONNECTED LOAD = 29 KW	
NO. TRIP	NO. TRIP	NO. TRIP	NO. TRIP
1	20	RECEPT #1	1320
2	20	RECEPT #2	1320
3	20	RECEPT #3	1790
4	20	RECEPT #4	2880
5	20	RECEPT #5	2880
6	20	RECEPT #6	2880
7	20	RECEPT #7	2880
8	20	RECEPT #8	2880
9	20	RECEPT #9	2880
10	20	RECEPT #10	2880
11	20	RECEPT #11	2880
12	20	RECEPT #12	2880
13	20	RECEPT #13	2880
14	20	RECEPT #14	2880
15	20	RECEPT #15	2880
16	20	RECEPT #16	2880
17	20	RECEPT #17	2880
18	20	RECEPT #18	2880
19	20	RECEPT #19	2880
20	20	RECEPT #20	2880
21	20	RECEPT #21	2880
22	20	RECEPT #22	2880
23	20	RECEPT #23	2880
24	20	RECEPT #24	2880
25	20	RECEPT #25	2880
26	20	RECEPT #26	2880
27	20	RECEPT #27	2880
28	20	RECEPT #28	2880
29	20	RECEPT #29	2880
30	20	RECEPT #30	2880

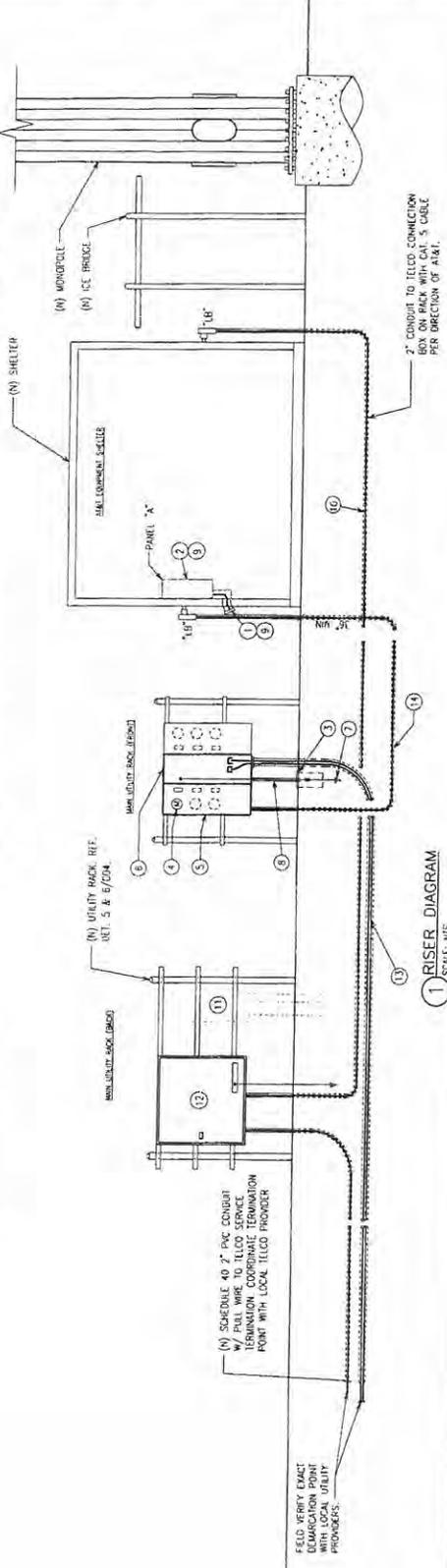
SYMBOLS LIST AND ABBREVIATIONS	
[Symbol]	DIRECT BURIED BARE GROUND WIRE
[Symbol]	UNDERGROUND ELECTRICAL CONDUIT AND FEEDER
[Symbol]	UNDERGROUND TELEPHONE CO. CONDUIT TO TELCO DEMARK POINT
[Symbol]	GROUNDING RING
[Symbol]	CONNECTION (GASWELD OR EXOTHERMIC WELD TO STRUCTURE OR DEVICE)
[Symbol]	GROUNDING POINT SEE GROUNDING PLAN
[Symbol]	CONNECTION TO GROUND RING OR GROUND ROD EXOTHERMIC WELD OR AS REQUIRED BY AUTHORITY HAVING JURISDICTION
[Symbol]	PULL BOX NOMINAL 24" X 24" X 26" DEEP (WITH TRAFFIC LID WHERE VEHICULAR TRAFFIC IS LIKELY)
[Symbol]	INDICATES 2 HOT, 1 NEUTRAL, & 1 GROUND IN CONDUIT
[Symbol]	AUTHORITY HAVING JURISDICTION
[Symbol]	CONSTRUCTION MANAGER OR AGENT FOR A1&T

NOTE: IF IT IS DETERMINED THAT FIBER WILL BE BROUGHT INTO SHE, REFER TO OTHER SHEETS FOR FIBER SCHEDULES ON SHEET 10.

- NOTES:
- VERIFY ALL EXISTING UNDERGROUND UTILITIES BEFORE TRENCHING.
  - ELECTRICAL CONTRACTOR SHALL CONTACT POWER CO. & TELCO TO VERIFY EXISTING ROUTING/SIZES & CONDITIONS BEFORE TRENCHING.
  - INSTALL ALL CONDUITS & EQUIPMENT AS SPECIFIED BY POWER CO. & TELCO CO.

**GENERAL NOTES:**

- REFER TO GENERAL NOTES, SHEET 101 FOR SITE COORDINATION REQUIREMENTS.
- COORDINATE WITH CONSTRUCTION MANAGER TO OBTAIN CURRENT APPLICABLE TOWER GROUNDING REQUIREMENTS FROM A1&T WIRELESS.
- USE THINNE COPPER (SOLID) FOR EXTERIOR GROUNDING (TYPICALLY #2 OR AS NOTED). USE STANDEED COPPER WIRE FOR GROUNDING WHERE NOT EXPOSED AND NOT IN CONTACT WITH EARTH (SEE NOTE 4 BELOW).
- BURY ALL WIRE GROUNDING WIRE 18" BELOW GRADE. LOCATE AND CLOSER THAN 1" FROM GRADE OR 24" FROM FOUNDATIONS. SLEEVE ALL FOUNDATIONS. CROWNED AND TEST CONDUCTIVITY OF ALL GROUND TIC POINTS.
- TO MINIMIZE LIGHTNING DAMAGE, NO SHARP BENDS PERMITTED IN ANY WIRING, INCLUDING GROUNDING.
- GROUND RODS TO BE COPPER OR STEEL 5/8" DIAMETER X 10'-0" LONG WITH TOPS BURIED 18" MINIMUM BELOW FINISH GRADE. GROUND RODS TO GROUND RING. RODS SHALL BE SPACED 10' TO 15' ON CENTER ALONG THE GROUND RING.
- PRIME AND EPOXY PAINT ALL EXPOSED CONDUIT TO MATCH EXTERIOR OF EQUIPMENT BUILDING.
- ELECTRICAL CONTRACTOR SHALL CONNECT EXTERIOR GROUNDING WIRE TO GROUND RING INSIDE EQUIPMENT BUILDING. TOWER CONTRACTOR SHALL MAKE ALL ABOVE GROUND CONNECTIONS TO TOWER BIRD BANS, AND W/ADJUST BRIDGES AT THE OF CONNECTIONS TO TOWER. ONE CONNECTION TO THE TOWER BASE SHALL BE A MECHANICAL TYPE. ALL OTHERS SHALL BE COMPLETED. (SEE NOTE 10 BELOW)
- CIVIL CONSTRUCTION CONTRACTOR SHALL BURY ALL GROUND RINGS. CIVIL CONSTRUCTION CONTRACTOR SHALL CROWNED POINTS FOR ALL ABOVE GROUND CONNECTIONS AT THE OF GROUND RINGS INSTALLATION.
- PROTECT AND SUPPORT ALL WIRING SUCH THAT IT WILL NOT VIBRATE AGAINST OTHER METALLIC OBJECTS AND SUCH THAT THERE ARE NO SHARP BENDS (NOMINAL RADIUS 6" MIN). CROWNED ALL CONNECTIONS WHERE POSSIBLE. AT TOWER OR LOCATION OF MULTIPLE CROWNED CONNECTIONS, IT MAY BE PERMISSIBLE TO MECHANICALLY BOLT A BASS BAR TO GROUND OR TO SUPPORT STRUCTURE.



1 RISER DIAGRAM  
SCALE: NTS

REVISIONS	DATE
1	04/15/13

**CELERIS GROUP**  
CORPORATE FACILITIES  
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**Torres Engineering Services, Inc.**  
8237 DeLafield Dr.  
Ft. Worth, Texas 76131  
(822) 556-0848  
Registration No. F-10147

CELERIS PROJECT NO. 13-1-0200

**at&t**

1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234

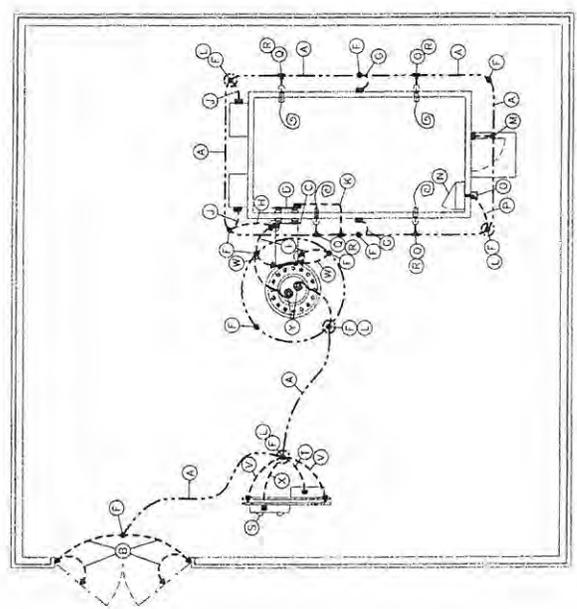
SITE NAME  
**SCOONER / VICTORY ST.**  
SITE NUMBER  
**DX3262**

DATE	BY	CHKD BY	INT	DATE	BY
04/15/13					

ELECTRICAL RISER DIAGRAM  
SHEET NO.  
**E02**

**NOTES: REFERENCED TO GROUNDING PLAN**

- A #2 AWG SOLID-TINNED COPPER GROUND WIRE 30" MINIMUM BELOW BRACE. COARDED TO EACH GROUND ROD SHOWN. LOCATE 24" MINIMUM FROM NEW BUILDING FOUNDATION.
- B #2 AWG SOLID-TINNED COPPER GROUND WIRE 30" BELOW GRADE FOR CONNECTION TO FENCE POSTS.
- C ANTENNA GROUND BAR ON EXTERIOR OF BUILDING. VERIFY EXACT LOCATION WITH AT&T WIRELESS CONSTRUCTION MANAGER. GROUND BAR TO BE 30" X 1/4" X 4" COPPER BASS BAR. ONE BASS BAR SHALL BE MOUNTED BELOW THE BOTTOM CABLE ENHANCEMENT. FOR SITES DESIGNATED TO INCLUDE MICROWAVE EQUIPMENT, THERE SHALL BE A SECOND BASS BAR MOUNTED BELOW THE TOP ENHANCEMENT. EACH BASS BAR SHALL BE INDIVIDUALLY CONNECTED SEPARATELY TO THE BUILDING'S GROUND RING SYSTEM WITH SEPARATE #2 AWG SOLID-TINNED COPPER GROUND WIRES.
- D CONNECT TO EXISTING OR PROVIDE AND INSTALL NEW ANTENNA GROUND BAR AT EACH COAX FEMURER ROD, CELL BUILDING AND OTHER LOCATIONS REQUIRED BY AT&T WIRELESS. MOUNT ON WALL WITH INSULATORS. VERIFY EXACT MOUNTING LOCATION WITH AT&T WIRELESS. PROVIDE AND INSTALL PHENOLIC WIRING CANALS. MAKE PATI TO READ 'COAX INTERIOR ANTENNA GROUND BAR' RED BACKGROUND WITH WHITE 1/2" TALL LETTERS. ATTACH TO PERIMETER WALL BOARD ADJACENT TO THIS GROUND BAR.
- E NOT USED.
- F 5/8" DIAMETER X 10' COPPER CLAD GROUND ROD. DRIVE TO 18" BELOW SURFACE. REFER TO 2/10A WHERE LOCATED AT GROUND RING. LEAVE 4" SPACE GROUND RODS SIMILAR TO THAT SHOWN BELOW BUT TYPICALLY TWICE THE GROUND ROD LENGTH BUT NO MORE THAN 1 1/2' THAT LENGTH.
- G #2 AWG SOLID-TINNED COPPER GROUND WIRE. CONNECT TO GROUND RING AND STEEL REBAR IN CONCRETE FOUNDATION. ELECTRICALLY WELD. TEST FOR RESISTANCE. VERIFY WELD NON-POROUS OR RE-WELD.
- H #2 AWG SOLID-TINNED COPPER GROUND WIRE IN 1" PVC CONDUIT FROM EXTERIOR ANTENNA GROUND BAR TO GROUND RING. LEAVE 15'-0" OF LEAD WIRE AS DIRECTED BY CONSTRUCTION SUPERVISOR/AGENT.
- I #2 AWG SOLID-TINNED COPPER GROUND WIRE 18" BELOW GRADE FOR CONNECTION TO GROUND SUPPORT POSTS.
- J #2 AWG SOLID-TINNED COPPER GROUND WIRE FROM A/C UNIT FRAME TO GROUND RING AND CABLED.
- K #2 AWG SOLID-TINNED COPPER GROUND WIRE FROM GROUND ROD TO INTERIOR PERIMETER GROUND RING. ENTER BUILDING THROUGH 1" PVC CONDUIT AT A DOWNWARD 45 DEGREE ANGLE. SEAL WALL PENETRATION WATER TIGHT. LEAVE 10'-0" OF LEAD WIRE COILED ON FLOOR. PROVIDE AT LOCATIONS SPECIFIED BY AT&T WIRELESS CONSTRUCTION.
- L REFER TO GROUND ROD WITH ACCESS AREA DETAIL 2/10A.
- M #2 BARE SOLID-TINNED COPPER GROUND WIRE FROM METAL DOOR FRAME TO GROUND RING.
- N PROVIDE "INTERSECT" PANEL, 200A, 1P/0, 240Y COMBINATION MANUAL TRANSFER SWITCH, SURGE PROTECTOR, PANELBOARD "A". REFER TO SHI. E02.
- O INTERLOCKED 240V, 200A GENERATOR RECEPTACLE.
- P #2 BARE SOLID-TINNED COPPER GROUND WIRE IN 3/4" PVC CONDUIT FROM GENERATOR PLUG GROUND LUG DOWN TO GROUND RING AND CABLED.
- Q VERIFY ACTUAL MOUNTING LOCATION WITH AT&T WIRELESS CONSTRUCTION.
- R #2/0 COPPER GROUND WIRE 1" CONDUIT THROUGH OUTSIDE WALL AT 45 DEGREE DOWNWARD ANGLE THEN SUPPORTED AGAINST OUTSIDE WALL TO 18" BELOW GRADE. CONNECT TO GROUND RING.
- S NEW METER BASE & SUPPORT BY E.C. AS APPROVED BY LOCAL ELECTRIC SERVICE PROVIDER.
- T PROVIDE #6 AWG BARE SOLID-TINNED COPPER GROUND WIRE FROM GROUND RING TO TELEPHONE CABINET GROUND BAR. PROVIDE 3/4" PVC SLEEVE WHERE WIRE CHASE.
- U NEW 30" X 4" X 1/4" TEE-DRILLED COPPER ANTENNA GROUND BAR. BRIDGE-SHAPED. VERIFY EXACT LOCATION WITH AT&T WIRELESS.
- V #2 BARE SOLID-TINNED COPPER GROUND WIRE FROM UTILITY BACK SUPPORT POSTS DOWN TO GROUND RING. PROVIDE CABLED CONNECTIONS.
- W #2 BARE SOLID-TINNED COPPER GROUND WIRE ELECTRICALLY CABLED TO TOWER GROUND RING.
- X 1/4" (0.625") COPPER ELECTRIC CONDUCTOR DOWN IN 3/4" CONDUIT TO 10' GROUND ROD. CONNECT WITH MECHANICAL COUPLING IN GROUND PROTECTION POINT OR AS DIRECTED BY CODE ENFORCEMENT AUTHORITY HAVING JURISDICTION.
- Y PROVIDE #2 AWG BARE SOLID-TINNED COPPER GROUND WIRE FROM GROUND RING THROUGH 1" PVC SLEEVE THROUGH FLOOR BOARDING TO INTERIOR PERIMETER GROUND RING. PROVIDE MECHANICAL CONNECTION TO TOWER IN TWO PLACES. LEAVE SUFFICIENT LEAD WIRE FOR CONNECTION TO TOWER. CABLED AT EACH GROUND BAR.
- Z NEW MULTI-GANG METER "PANEL" RET. ELEC. METER ON SHI. E02.



1. GROUNDING PLAN  
SCALE: N/E

REVISIONS	DATE
ASBID FOR CONSTRUCTION	04/15/13

CELERIS PROJECT NO. 13-0300

**CELERIS GROUP**  
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Torres Engineering  
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(882) 536-0848  
Registration No. E-10147



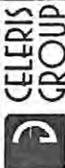
SITE NAME  
**SCOONER / VICTORY ST.**  
SITE NUMBER  
**DX3262**

ATTACHMENT	
DESIGNED BY	JAK
CHECKED BY	BT
DATE	04/15/13
SCALE	N/E
DRAWING TITLE	ELECTRICAL GROUNDING PLAN
HEET NO.	E03

THIS DRAWING IS THE PROPERTY OF THE OWNER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REPRODUCTION OR USE OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE OWNER IS PROHIBITED.

REVISIONS	DATE
1	04/15/13

CELESTIS PROJECT NO. 13-4300



CELESTIS GROUP  
CONSULTING ENGINEERS  
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Torres Engineering  
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8237 Debafield Dr.  
Ft. Worth, Texas 76131  
(882) 555-0848  
Registration No. F-10147



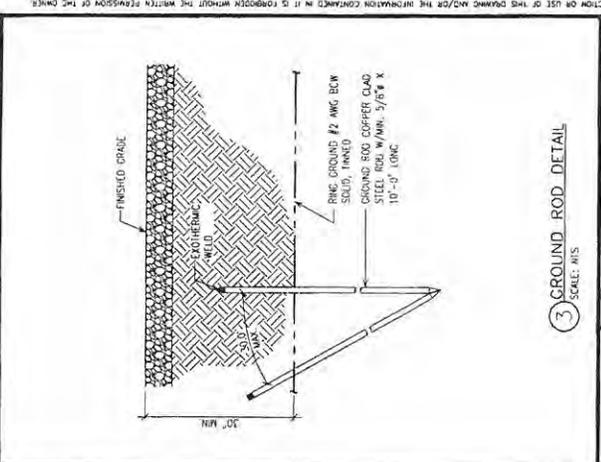
1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234

SITE NAME  
**SCOONER / VICTORY ST.**  
SITE NUMBER  
**DX3262**

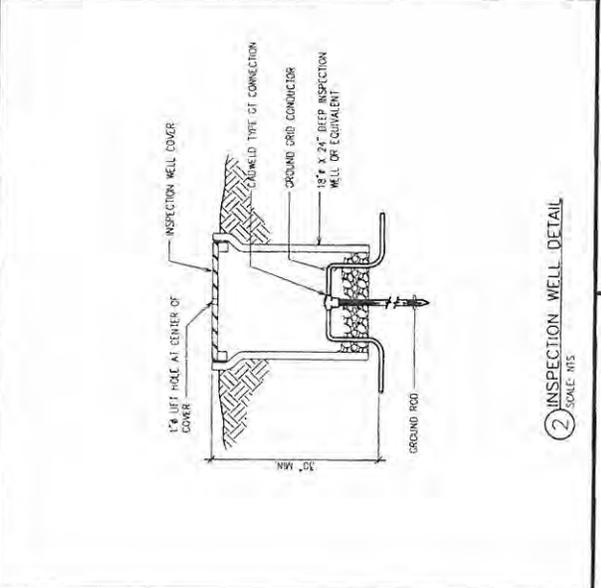
ATTACHMENT 1

DESIGNED BY: TORRES ENGINEERING  
CHECKED BY: TORRES ENGINEERING  
DATE: 04/15/13  
PROJECT SCALE: AS SHOWN  
DRAWN BY: TORRES ENGINEERING  
ELECTRICAL DETAILS

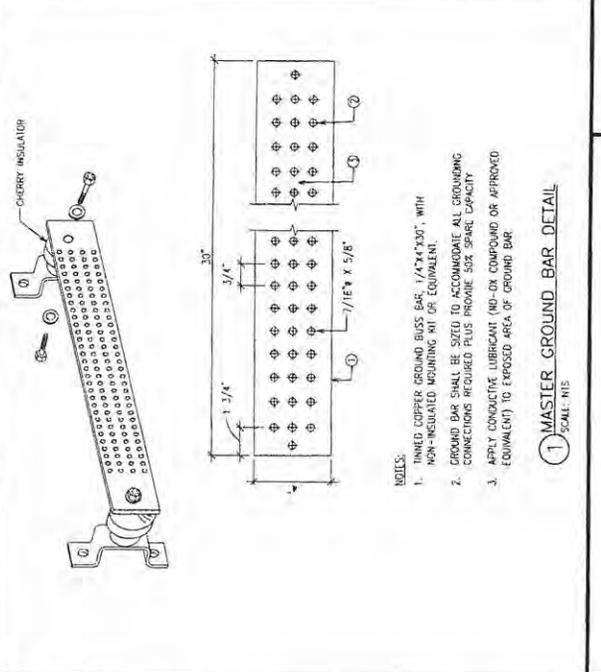
SHEET NO.  
**E04**



3 GROUND ROD DETAIL  
SCALE: NTS

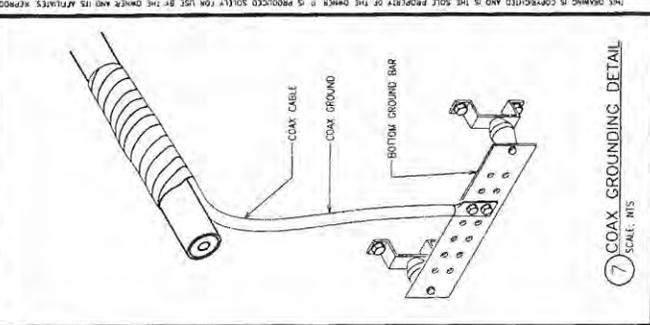


2 INSPECTION WELL DETAIL  
SCALE: NTS

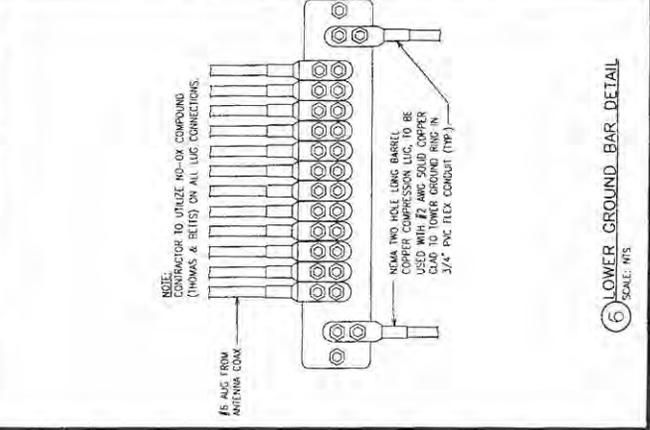


- NOTES:
1. TINKED COPPER GROUND BUSS BAR, 1/2" X 5/8", WITH NON-INSULATED INSULATING RIT OR EQUIVALENT.
  2. GROUND BAR SHALL BE SIZED TO ACCOMMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS FORTY PERCENT SPARE CAPACITY.
  3. APPLY CONDUCTIVE LUBRICANT (ND-OR COMPOUND OR APPROVED EQUIVALENT) TO EXPOSED AREA OF GROUND BAR.

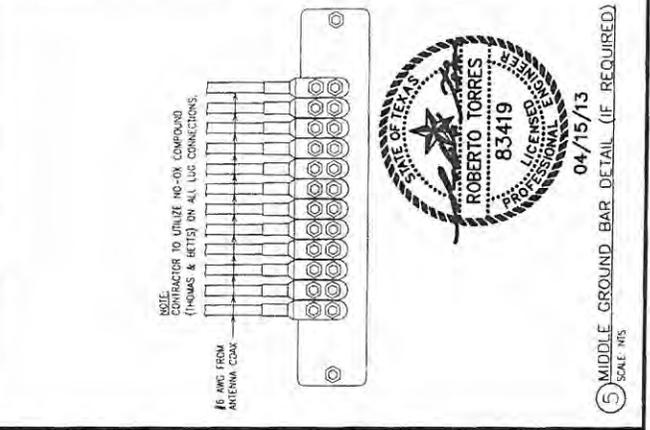
1 MASTER GROUND BAR DETAIL  
SCALE: NTS



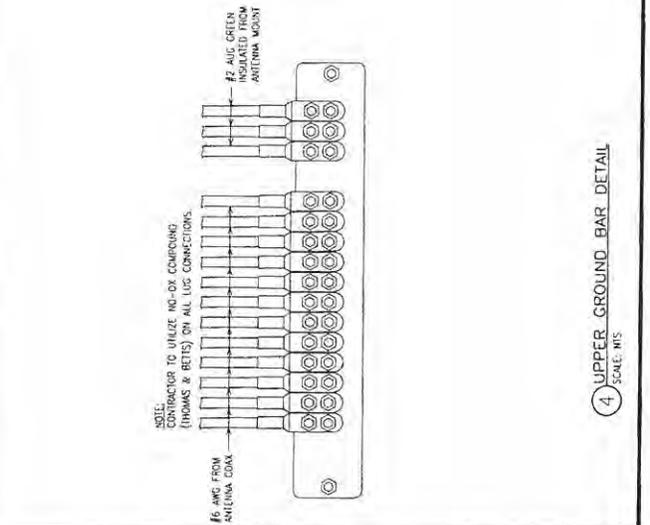
7 COAX GROUNDING DETAIL  
SCALE: NTS



6 LOWER GROUND BAR DETAIL  
SCALE: NTS



5 MIDDLE GROUND BAR DETAIL (IF REQUIRED)  
SCALE: NTS



4 UPPER GROUND BAR DETAIL  
SCALE: NTS

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**Exhibit "B"****Rent Abatement**

In consideration for construction the Antenna Facility, Licensee's Rent Payment shall be abated in the amount of \$666.67 per month and applied to Licensee's mutually agreed upon Capital Expenditures associated with the construction and erection of the Antenna Facility (up to a total of \$75,000.00) (the "Capital Expenditures") until the Capital Expenditures are recouped. The Capital Expenditures shall include all costs, including materials and installation, related to the erection and construction of the Antenna Facility, Equipment Compound, including walls, conduits, and associated and related appurtenances, but shall not include Licensee's Equipment, utility expenses, overhead, administrative expenses, or permit fees. Licensee shall provide to City copies of invoices, receipts and other documents as may be reasonably requested by City to verify the Capital Expenditures. Immediately upon the recoupment of Licensee's Capital Expenditures, Licensee shall begin paying the full rent at the then current Rental Rate due as described in Section 4 ("Payment Terms and Conditions").

The rent abatement shall be allowed when and only so long as City receives rental payments from a Collocatee on the Antenna Facility.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve an ordinance regulating grease traps.

**STAFF REPRESENTATIVE**

Chuck Dumas, Environmental Services Manager  
Jake Gilliland, Utility Operations Manager

**SUMMARY**

As the City continues to grow, it is anticipated that food establishments and restaurants will be a component of this growth. The purpose of this item is to consider an ordinance regulating grease traps in the City.

**BACKGROUND INFORMATION**

In anticipation of an increase in future development of food-related businesses, the City of Rowlett Public Works Department and Environmental Services Division have met to discuss ways to update, clarify and simplify grease interceptor regulations (a/k/a Grease Traps). Past changes in policy last occurred in 2009.

The grease interceptor's purpose is to collect the majority of solid food waste or grease-like materials so that the City's sanitary sewer system is not restricted or blocked and to minimize the City's financial costs of treating liquid grease products.

During the City Council Work Session on April 7, 2015, Environmental Services Manager Chuck Dumas and Utility Operations Manager Jake Gilliland presented a draft ordinance relating to the regulation of grease traps at food establishments. Staff requested direction and feedback pertaining to the proposed amendments. Councilmembers requested that existing food establishments not be required to update to the new standards unless there is a malfunction or failure of the grease trap or in an instance of threat of contamination of the sewer system, storm water system, the environment, or the establishment. In addition, Council requested that existing food establishments be allowed until January 1, 2016, to prepare for and increase the grease trap service to every 90 days. The language within the ordinance has been changed to reflect these requests.

**DISCUSSION**

As indicated above, staff is proposing a change to the City's Code of Ordinances to prepare for an anticipated increase in food-related businesses. As a result, staff is recommending an amendment to the regulations currently codified in Chapter 70, "Utilities." There are two main

reasons why these amendments are proposed: first, to enhance protection of sanitary sewer infrastructure and second, to ensure proper maintenance and disposal of waste products.

Enhance Protection of Sanitary Sewer Infrastructure. As food establishment numbers continue to grow, the amount of grease, fats, and oils produced rises. Grease traps that are either under-sized or improperly maintained result in malfunction, which may cause overflows onto the ground or improperly rendered grease entering the sanitary sewer system. These two potential system failures would have negative impacts on both the storm water and sanitary sewer systems. If grease enters the sewer system and solidifies, the pipes can become constricted and proper flow is diminished. The continued blockages can result in increased repairs to the sewer system, overflows, and back-ups into establishments.

Proper Maintenance and Disposal. In order to ensure that grease traps are functioning properly, it is important that these units be properly maintained. The new regulations will require restaurants that have grease interceptors to have the units cleaned at a minimum of once every 90 days by a state licensed liquid waste hauler. This requirement could produce a decrease in the grease-related charges from the City of Garland's Waste Treatment processing; however, the exact amount is not easily determined. For instance, the City of Garland charges the City of Rowlett for treating waste based upon levels of Total Suspended Solids (TSS) and/or Biological Oxygen Demand (BOD). Therefore, if the traps are not functioning properly, the City of Rowlett may incur more charges related to the treatment of the wastewater entering the facility. In addition, the City's sewer infrastructure will be afforded greater protection. For example, there may be less repairs for blocked or restricted sewer pipes. The proposed amendments also put the City of Rowlett in line with a majority of other surrounding and regional municipalities requiring grease trap maintenance at 90 day intervals. These include the municipalities of Addison, Balch Springs, Carrollton, Dallas, Fairview, Forney, Frisco, Greenville, Plano, Southlake, The Colony, Terrell, University Park, and Wylie.

State licensed waste haulers are required to handle waste products removed from the grease traps. The proposed regulations will require establishments to utilize a state licensed waste hauler company to maintain the grease interceptor and properly dispose of the waste materials in a proper discharge facility. Food establishments will be required to maintain liquid waste transport tickets on site for a minimum of two years. These documents must be provided upon request by the regulatory authority, which is Environmental Services or Public Works or other delegated City Official.

As can be seen in the proposed Ordinance, these new standards will address sizing, maintenance and construction standards. New grease interceptors that are constructed or installed after the ordinance is amended will be required to meet the updated standards and provide a sampling port to test waste discharge verifying the facility is complying with all sewer pre-treatment regulations. Most of the proposed regulations are based on existing City of Garland's Policies and/or Ordinances, relating to grease interceptors.

The proposed amendments will make construction, repair, and renovation requirements more transparent and simplified while providing additional protection to the City's sanitary sewer system. The amendments will address existing food-related businesses with grease traps by maintenance interval requirements only. No construction or sizing changes will affect these establishments unless there is a change in use, ownership, malfunction, or major renovation.

It is anticipated that there will be an increase in service fees from state licensed waste haulers that maintain the grease traps as the service requirements will be every 90 days. Most likely, the service fees will double as the maintenance frequency is proposed to double. Based upon research, a regional licensed waste hauler currently charges approximately \$250-\$260 every 90 days for maintenance of a 1,000 gallon grease trap. This would result in approximate annual increased costs of \$500 over the amount currently spent.

Upon adoption of the amended regulations, Environmental Services anticipates informing existing businesses via email notification, posting on the Environmental Services webpage, and in-person as routine inspections are conducted. New food-related businesses would be informed of the requirements in the plan review process. The Rowlett Food Establishment Construction Standards would be updated to reflect the grease trap standards and policies and will be available on the Environmental Services webpage.

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

Although it is anticipated that there would be no significant financial impact to the City, there is a possibility of increased financial savings in infrastructure maintenance. The percentage or amount that could possibly be saved is unknown at this time but, with the City of Rowlett continuing to grow and an anticipated increase in food-related businesses, the increased, proactive protection could help reduce the amount of fats, oils, and grease that leaves Rowlett for treatment by the City of Garland, which could yield savings in charges from the City of Garland for wastewater treatment.

#### **RECOMMENDED ACTION**

Approve an ordinance pertaining to the regulation of grease traps – Amending Subdivision III of Division 3 of Article III of Chapter 70 of the Code of Ordinances of the City of Rowlett, adding new sections 70-230 through 70-235, providing for the regulation of grease traps and food establishments.

#### **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING SUBDIVISION III (“DISCHARGE REGULATIONS”) OF DIVISION 3 (“INDUSTRIAL WASTES”) OF ARTICLE III (“SANITARY SEWER SYSTEM”) OF CHAPTER 70 (“UTILITIES”) OF THE CODE OF ORDINANCES OF THE CITY OF ROWLETT, TEXAS, TO ADD NEW SECTIONS 70-230 THROUGH 70-235, PROVIDING FOR THE REGULATION OF GREASE TRAPS AT FOOD SERVICE ESTABLISHMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett has previously adopted regulations for the protection of the City’s sanitary sewer system and regulations concerning food service establishments and has adopted by reference the provisions of the Texas Food Establishment Rules promulgated by the Texas Department of State Health Services and the International Plumbing Code; and

**WHEREAS**, given the imminence of commercial growth, which will include private restaurants, cafeterias, and other food service establishments, a public need exists to insure the proper and safe use of grease interceptors and the proper disposal of grease trap waste; and

**WHEREAS**, the City Council desires to supplement its existing regulations as they pertain to grease separators, interceptors and traps and the disposal of waste produced thereby.

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

**SECTION 1.** That Division 3 “Industrial Wastes” of Article III “Sanitary Sewer System” of Chapter 70 “Utilities” of the Code of Ordinances of the City of Rowlett, Texas, be and is hereby amended to add a new subdivision IV, entitled “Grease Interceptors,” and to add sections 70-230 and 70-235 to subdivision IV, said subdivision IV to read as follows:

**“CHAPTER 70  
UTILITIES**

...

**ARTICLE III  
SANITARY SEWER SYSTEM**

...

**DIVISION 3. – INDUSTRIAL WASTES**

...

**Subdivision IV. Grease Interceptors**

**Sec. 70-230. General standards.**

(a) The provisions of this subdivision shall apply to new and existing establishments, businesses, institutions, industrial users and any building, structure, facility or installation (collectively referred to in this subdivision as “Establishments”) from which there is or may be a recurring discharge of fats, oils, or greases of animal or vegetable origin into the City’s sanitary sewer system in excess of normal household discharge. This subdivision is not intended to repeal any provision of subdivision III (“Discharge Regulations”) of this article and, to the extent that any provision of subdivision III may conflict or be inconsistent with any provision of this subdivision, the more stringent provision shall apply.

(b) All Establishments shall use a grease interceptor or trap for every pre-sewer connection so as to prevent the discharge of fats, oils and greases into the sanitary sewer system. The grease trap shall be of a design approved by the City and shall be installed and used in compliance with this subdivision, the manufacturer's specifications, the provisions of the International Plumbing Code, as adopted and amended by the City, the food establishment rules applicable in the City, and all other applicable ordinances, codes and regulations.

(c) A grease trap shall be of adequate size and design to accommodate the discharge from the Establishment at peak operating times. The minimum requirements for grease interceptors are as follows:

1. All Establishments shall install and use grease interceptors according to the following requirements:
  - a. All grease interceptors shall be located below grade on the exterior of the facility; provided, however, that indoor grease interceptors may be approved by the City.
  - b. Establishments with four fixtures or less shall have a minimum of a 250-pound capacity grease interceptor.
  - c. Establishments with more than four fixtures shall have a minimum of a 750-pound capacity grease interceptor.
  - d. The following items are considered a fixture:
    - i. each utensil sink (a three or four compartment utensil sink).
    - ii. each food preparation sink.
    - iii. each dishwasher.
    - iv. each mop sink.
    - v. all floor drains will be considered as one fixture.
    - vi. all hand sinks will be considered as one fixture.
  - e. Non-grease producing fixtures shall not be included in calculating fixture numbers (for example, items such as ice machine condensate, dipping wells, and hand sinks in restrooms).
  - f. All grease-bearing waste streams must be routed through an appropriate grease interceptor, including but not limited to three-compartment sinks, pot/pan sinks, soup kettles, kitchen-area hand-washing sinks, dishwashers, mop sinks and floor drains. Drains that receive "clear waste" only, such as from ice machines or condensate from coils and drink stations, may be plumbed to the sanitary sewer system without passing through the grease interceptor so long as the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.
  - g. Grease interceptors shall be constructed with a minimum of two chambers, installed at a minimum distance of 10 feet from sinks and dishwashers to allow for adequate cooling of the wastewater. Water and wastewater temperatures must be less than 120 degrees prior to entering the grease interceptor. All grease interceptors must be installed with an Effluent Sampling Well.

2. No Establishment shall use a grease interceptor with a capacity smaller than required by this section; provided, however, that the City may approve the use of a smaller capacity grease interceptor if, based on engineer-sealed plans containing drawings and flow calculations, the grease interceptor has a minimum two hour retention time, or if the nature of food preparation at the Establishment involves the preparation of non-greasy food types or products. City approval of smaller capacity interceptors may be revoked or suspended at any time if the discharge from the Establishment exceeds the capacity of the grease interceptor.
3. The City may exempt existing Establishments from the 750-pound interceptor requirement (5 or more fixtures) if:
  - a.) the existing interceptor is functional and is a two-compartment interceptor with a capacity of greater than 100 pounds;
  - b.) there is no history of sewage backups, public sewer line blockages or BOD/COD violations from the Establishment;
  - c.) the anticipated meal-per-day volume or grease-produced volume is low such that the existing grease interceptor is adequate to accommodate anticipated peak time discharges; and
  - d.) the Establishment's interceptor service or pumping frequency is less than 90 days. Alternate service or pumping frequency may be authorized by the City if inspection or sample analyses support such actions. A State-licensed waste hauler must be hired for pumping and the Establishment must retain records or manifests on-site of waste hauler service for at least two years.

**Sec. 70-231. Servicing of grease interceptors.**

- (a) Grease interceptors shall be pumped/serviced in accordance with the following requirements:
1. Grease interceptors shall be serviced (pumped, cleaned and inspected) at a regular frequency of not less than 90 days.
  2. Grease interceptors shall be cleaned/pumped by a State licensed waste hauler.
  3. The waste hauler must furnish the Establishment with a manifest or trip ticket, showing the identity of the hauler, the date of service and the manner or location of disposal.
  4. Establishments shall retain the liquid waste trip tickets on site for a minimum of two (2) years from the date of service. Liquid waste trip tickets must be made available to the City upon request.
  5. No Establishment shall allow or permit the accumulation of fats, oils, greases or other waste to be present in the second chamber of the interceptor at a depth greater than three inches, and no packed grease greater than one inch at the discharge side port.

**Sec. 70-232. Existing Establishments.**

(a) Establishments equipped with grease interceptors that do not meet the minimum requirements of this subdivision that were in operation on or before January 1, 2016, may continue in operation unless the City determines that the existing grease interceptor's insufficient capacity presents an unreasonable risk of sewer backups, sewer line flow restrictions, or excessive BOD/COD discharges. Such Establishments shall be required to comply with the pump/service frequency requirements imposed in this subdivision (*i.e.*, 90 days) on and after January 1, 2016, unless the City determines that the existing frequency is inadequate to avoid an unreasonable risk of sewer backups, sewer line flow restrictions, or excessive BOD/COD discharges.

(b) In the event of a determination of unreasonable risk, the Establishment may be required to install grease interceptor equipment of adequate capacity and design to accommodate peak discharges, or provide pumping service at intervals of less than 90 days.

(c) No Establishment shall have a vested right in the continuation of an inadequate grease interceptor.

**Sec. 70-233. Servicing of grease interceptors.**

(a) Grease interceptors shall be pumped/serviced in accordance with the following requirements:

1. Grease interceptors shall be serviced (pumped, cleaned and inspected) at regular intervals of at least once every 90 days.
2. Grease interceptors shall be cleaned/pumped by a State licensed waste hauler.
3. The waste hauler must furnish the Establishment with a manifest or trip ticket, showing the identity of the hauler, the date of service and the manner or location of disposal.
4. Establishments shall retain the liquid waste trip tickets on site for a minimum of two (2) years from the date of service. Liquid waste trip tickets must be made available to the city upon request.
5. No Establishment shall allow or permit the accumulation of fats, oils, greases or other waste to be present in the second chamber of the interceptor at a depth greater than three inches, and no packed or accumulated grease greater than one inch at the discharge side port.

**Sec. 70-234. Permits.**

(a) No separate permit to install or operate a grease interceptor shall be required, other than a building permit for the Establishment, when appropriate, and a certificate of occupancy.

(b) A building permit may be denied, or a certificate of occupancy denied, revoked or suspended, if an Establishment is in violation of any provision of this subdivision. A denial,

suspension or revocation may be appealed to the City Manager if written notice of the appeal is received within twenty (20) days of the denial, suspension or revocation. The City Manager's decision shall be final and binding.

(c) The City may authorize exceptions or deviations from the requirements of this subdivision in appropriate cases where the public interest will be served and the deviation or exception will not present an unreasonable risk of sewer backups, sewer line flow restrictions, or excessive BOD/COD discharges.

**Sec. 70-235. Enforcement.**

(a) This subdivision shall be enforced by the City Manager or his designee.

(b) As used in this section, "person" is any person, firm or corporation that has ownership, supervision or control of an Establishment.

(c) It shall be an offense if any person is in violation of any provision of this subdivision.

(d) A person commits an offense if:

1. the person fails to comply with a cease and desist order or a repair order issued by the City.
2. the person allows, permits or causes a discharge of fats, oils, or greases of animal or vegetable origin into the City's sanitary sewer system in excess of normal household discharge.
3. the person causes or permits an unregistered waste hauler to pump or service a grease interceptor, or fails to maintain trip tickets in accordance with this subdivision.
4. the person impairs or refuses to permit an inspection performed by or on behalf of the City, or knowingly provides false information or conceals material facts in connection with an inspection.

(e) Any person violating any provision or term of this subdivision shall be guilty of a misdemeanor and, upon conviction, shall be punished by fine of not less than one dollar (\$1) nor more than two thousand dollars (\$2,000), and each and every day such violation continues shall be a separate offense.

(f) Unless otherwise expressly provided for herein, no intent need be pleaded or proven in the prosecution of an offense under this subdivision, and any person in violation shall be strictly liable, regardless of intent.

(g) The remedies provided for in this subdivision are cumulative of each other and of any other remedy provided for or allowed by law. In addition to any other remedy allowed by law, the City may seek injunctive relief in any court of proper jurisdiction to restrain or enjoin a violation of any provision of this subdivision."

**SECTION 2.** That all ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 4.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 5.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Rowlett, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provides.



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

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution awarding the first of three one-year renewal options to extend the annual contract for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$675,000 and authorizing the Mayor to execute the Standard Public Works Construction contract for said service.

**STAFF REPRESENTATIVE**

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

**SUMMARY**

This contract consists of replacing concrete pavement sections on streets and alleys.

**BACKGROUND INFORMATION**

In February of 2008, City Council established funding for infrastructure maintenance. The City Council adopted the philosophy of "Keeping the Good Streets Good". Funds were set aside to perform maintenance on streets in good condition with a pavement condition index (PCI) of greater than 60 to prevent them from falling into the reconstruction category.

In October 2010, City Council adopted the next phase (referred to as phase II) of the maintenance program, which addresses streets in the 40-60 range.

During the same time period, the alley maintenance program was created to address alley repair. This program is funded by the Refuse Fund and a portion of the funds are used for alley reconstruction.

On April 1, 2014, the City Council adopted Resolution (028-14) awarding the annual bid for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$1,500,000.

The initial contract period was April 15, 2014, through April 14, 2015, and included three one-year renewal options if both parties are in agreement.

On September 16, 2014, City Council adopted the FY2014-15 budget, which included a reallocation of funds from the Annual Concrete Repair and Maintenance program to the following projects.

- Relocation of Chamber Building \$400,000

- |  |                  |
|--|------------------|
| • Relocation of the Library and Improvements | \$200,000        |
| • Right Turn Lane at SH-66 and PGBT          | <u>\$300,000</u> |
|  | <b>\$900,000</b> |

## **DISCUSSION**

This bid is for the annual contract for concrete repair/replacement for streets and alley. The initial contract period was April 15, 2014, through April 14, 2015, and included three-one year renewal options if both parties are in agreement.

Tri Con Services, Incorporated has agreed to the reduced contract amount of \$675,000 and the unit prices (See Exhibit B). The contract amount is less due to the decrease in the FY2014-15 budget of \$900,000 reallocating funds to relocating the Chamber and Library Facilities and the construction of the right turn lane at SH66 and PGBT.

Remaining funds \$75,000 were allocated to cover the cost of removing sections of street pavement for the purpose of correcting drainage issues. This will also cover the cost to replace storm sewer inlets and to make storm sewer pipe adjustments.

The Cash Capital Improvement Plan (CIP) includes funding each year for street and alley panel replacement. The following streets and alleys have been indentified for maintenance and repairs.

### **Thoroughfare Streets**

- S. Dalrock Road from SH-66 to Chiesa Road

### **Alleys**

- Camden Court/Bristol Court
- Bristol Court/Coventry Drive
- Kingston Drive/Coventry Drive
- Coventry Drive/Manchester Drive
- Graham Drive/Shopping Center
- Barton Creek Drive/Shopping Center
- Barton Creek Drive/Dalrock Road
- Barton Creek Drive/Golden Pond Drive
- Barton Creek Drive/Mallard Reserve Drive
- Barton Creek Drive/Scenic Drive

## **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$675,000 is available in CIP funds budgeted for street and alley repair in projects Miscellaneous Concrete/Asphalt Street Rehabilitation (ST2052), Alley Panel Replacement (ST2075) and Miscellaneous Drainage Improvements (DR2065).

<b>Project Code</b>	<b>Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
ST2052	Miscellaneous Concrete Pavement Repair	\$300,000	<b>\$300,000</b>
ST2075	Alley Panel Replacement	\$312,696	<b>\$300,000</b>
DR2065	Miscellaneous Drainage Improvements	\$465,000	<b>\$75,000</b>
<b>Total</b>		\$1,077,696	<b>\$675,000</b>

**RECOMMENDED ACTION**

Staff recommends City Council adopt a resolution authorizing the first of three one-year renewal options to extend the annual contract for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$675,000.00 and authorizing the Mayor to execute the Standard Public Works Construction contract for said service.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS TO EXTEND THE ANNUAL CONTRACT FOR CONCRETE REPAIR/REPLACEMENT FOR STREETS AND ALLEYS TO TRI-CON SERVICES, INCORPORATED IN THE UNIT AMOUNTS BID AND AN ESTIMATED ANNUAL AMOUNT OF \$675,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT FOR SAID SERVICE; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure concrete repair/replacement services for streets and alleys to be utilized by the City of Rowlett Street Division; and

**WHEREAS**, the Purchasing Division has taken sealed bids as per Bid #2014-10 and is recommending award to the lowest responsible bidder; and

**WHEREAS**, the initial contract period was April 15, 2014 through April 14, 2015 and includes three one-year renewal options if both parties are in agreement; and

**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 approves exercising the first of three one-year renewal options to extend the annual contract for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated, in the unit amounts bid and in an estimated annual amount of \$675,000.00.

**Section 2:** That the City Council hereby authorizes the Mayor to execute the necessary documents for concrete services and the City Manager or his designee to issue purchase orders to conform to this resolution.

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

**ATTACHMENTS**

Exhibit A – Bid Tabulation

Exhibit B – Letter of Agreement

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Repair and Maintenance #2014-10  
 February 27, 2014, 2:00 p.m.  
 Purchasing Phone 972-412-6189 Fax 972-412-6144

**Bid #2014-10**

				<b>F &amp; F Concrete LLC</b> Francisco Fabian 972-202-9202		<b>Omega Contracting Inc.</b> Jeffrey Heimer 214-689-3815		<b>Phillips May Corporation</b> Gilbert May 214-631-3331	
		Bid Bond Included?		Yes		Yes		Yes	
<b>NO.</b>	<b>QTY.</b>	<b>DESCRIPTION</b>	Unit	Total Price	Unit	Total Price	Unit	Total Price	
1	18000	<b>Sawcut</b> concrete pavement to full depth. Price per linear foot.	\$4.00	\$72,000.00	\$4.00	\$72,000.00	\$2.50	\$45,000.00	
2	20000	Remove and install <b>8" class "C" concrete street pavement</b> and follow City of Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$72.50	\$1,450,000.00	\$58.00	\$1,160,000.00	\$70.00	\$1,400,000.00	
3	750	Remove and install <b>10" class "C" Concrete Street pavement</b> and follow City of Rowlett 2014 standard Construction Details to determine the rebar size and spacing. Price per square yard.	\$75.50	\$56,625.00	\$63.00	\$47,250.00	\$80.00	\$60,000.00	
4	500	Remove and install <b>8" class "K" concrete pavement using high early concrete.</b> Price per square yard.	\$74.50	\$37,250.00	\$103.00	\$51,500.00	\$85.00	\$42,500.00	
5	400	Remove and install <b>10" class "K" concrete pavement using high early concrete.</b> Price per square yard.	\$77.50	\$31,000.00	\$120.00	\$48,000.00	\$95.00	\$38,000.00	
6	5000	Remove and install <b>class "C" Concrete Alley Pavement</b> and follow City fo Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$72.50	\$362,500.00	\$58.00	\$290,000.00	\$68.00	\$340,000.00	
7	500	Remove and install <b>class "C" Concrete Alley Approach</b> and follow City fo Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$70.50	\$35,250.00	\$47.00	\$23,500.00	\$76.00	\$38,000.00	
8	3000	<b>Class "A" Integral Concrete Curb</b> six inches (6"). In accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$7.00	\$21,000.00	\$2.00	\$6,000.00	\$20.00	\$60,000.00	
9	2500	Remove and install <b>class "A" Separate concrete curb &amp; gutter 30"</b> , or match existing curb and gutter in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction. Price per square yard.	\$81.00	\$202,500.00	\$125.00	\$312,500.00	\$90.00	\$225,000.00	
10	100	Remove and install <b>class "C" Concrete Driveway</b> in accordance with the City of Rowlett 2014 Standard Construction Details. Price per square yard.	\$63.00	\$6,300.00	\$50.00	\$5,000.00	\$67.00	\$6,700.00	
11	750	Remove and install <b>class "A" Concrete 4ft Sidewalk</b> at minimum depth of four inches in accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$24.00	\$18,000.00	\$18.00	\$13,500.00	\$22.00	\$16,500.00	
12	100	Remove and install <b>class "A" Concrete 5ft Sidewalk</b> at minimum depth of four inches in accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$29.00	\$2,900.00	\$19.00	\$1,900.00	\$27.00	\$2,700.00	
13	1500	<b>Construct sidewalk retaining wall combination (variable height) up to 36 inches</b> in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction". Price per square feet.	\$12.00	\$18,000.00	\$25.00	\$37,500.00	\$14.00	\$21,000.00	
14	750	<b>Construct retaining wall</b> (variable height) up to 36 inches in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction". Price per square feet.	\$12.00	\$9,000.00	\$20.00	\$15,000.00	\$17.00	\$12,750.00	
15	1000	Install <b>Stamped Colored Concrete (Match existing pattern and color).</b> Price per square yard.	\$90.00	\$90,000.00	\$54.00	\$54,000.00	\$115.00	\$115,000.00	
16	15	Remove and install <b>Barrier free ramps</b> in accordance with the TxDOT PD-05 Standard Construction Details. Price each.	\$950.00	\$14,250.00	\$1,500.00	\$22,500.00	\$1,630.00	\$24,450.00	
17	5	Remove and install <b>Barrier free double barrier free ramps</b> in accordance with the TxDOT PD-12A, <b>Type 5 2</b> Standard Construction Details. Price each.	\$1,150.00	\$5,750.00	\$2,700.00	\$13,500.00	\$2,500.00	\$12,500.00	
18	60	Install <b>Topsoil</b> to grade between sidewalk and curb. Price per cubic yard.	\$40.00	\$2,400.00	\$28.00	\$1,680.00	\$60.00	\$3,600.00	
19	60	Excavation of failed sub-grade and install <b>Cement Treated Base (CTB)</b> and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of CTB. Price per cubic yard.	\$94.00	\$5,640.00	\$90.00	\$5,400.00	\$89.00	\$5,340.00	
20	1500	Excavation of failed sub-grade and install <b>Flex Base</b> and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of Flex base. Price per cubic yard.	\$84.00	\$126,000.00	\$78.00	\$117,000.00	\$60.00	\$90,000.00	
21	50	Remove and install <b>Inlet top and throat</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$150.00	\$7,500.00	\$65.00	\$3,250.00	\$760.00	\$38,000.00	



City Of Rowlett Bid Tabulation for Annual Contract for Concrete Repair and Maintenance #2014-10  
 February 27, 2014, 2:00 p.m.  
 Purchasing Phone 972-412-6189 Fax 972-412-6144

**Bid #2014-10**

**Tri-Con Services Inc.**  
 Ian Gerber  
 972-475-5207

		Bid Bond Included?	Yes	
NO.	QTY.	DESCRIPTION	Unit	Total Price
1	18000	<b>Sawcut</b> concrete pavement to full depth. Price per linear foot.	\$1.50	\$27,000.00
2	20000	Remove and install <b>8" class "C" concrete street pavement</b> and follow City of Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$46.00	\$920,000.00
3	750	Remove and install <b>10" class "C" Concrete Street pavement</b> and follow City of Rowlett 2014 standard Construction Details to determine the rebar size and spacing. Price per square yard.	\$59.00	\$44,250.00
4	500	Remove and install <b>8" class "K" concrete pavement using high early concrete.</b> Price per square yard.	\$53.00	\$26,500.00
5	400	Remove and install <b>10" class "K" concrete pavement using high early concrete.</b> Price per square yard.	\$61.00	\$24,400.00
6	5000	Remove and install <b>class "C" Concrete Alley Pavement</b> and follow City fo Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$58.00	\$290,000.00
7	500	Remove and install <b>class "C" Concrete Alley Approach</b> and follow City fo Rowlett 2014 Standard Construction details to determine the rebar size and spacing. Price per square yard.	\$42.00	\$21,000.00
8	3000	<b>Class "A" Integral Concrete Curb</b> six inches (6"). In accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$39.00	\$117,000.00
9	2500	Remove and install <b>class "A" Separate concrete curb &amp; gutter 30"</b> , or match existing curb and gutter in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction. Price per square yard.	\$30.00	\$75,000.00
10	100	Remove and install <b>class "C" Concrete Driveway</b> in accordance with the City of Rowlett 2014 Standard Construction Details. Price per square yard.	\$100.00	\$10,000.00
11	750	Remove and install <b>class "A" Concrete 4ft Sidewalk</b> at minimum depth of four inches in accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$32.00	\$24,000.00
12	100	Remove and install <b>class "A" Concrete 5ft Sidewalk</b> at minimum depth of four inches in accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$40.00	\$4,000.00
13	1500	<b>Construct sidewalk retaining wall combination (variable height) up to 36 inches</b> in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction". Price per square feet.	\$6.00	\$9,000.00
14	750	<b>Construct retaining wall</b> (variable height) up to 36 inches in accordance with the City of Rowlett 2014 Standard Construction Details or NCTCOG "Standard Specifications for Public Works construction". Price per square feet.	\$11.00	\$8,250.00
15	1000	Install <b>Stamped Colored Concrete (Match existing pattern and color).</b> Price per square yard.	\$40.00	\$40,000.00
16	15	Remove and install <b>Barrier free ramps</b> in accordance with the TxDOT PD-05 Standard Construction Details. Price each.	\$650.00	\$9,750.00
17	5	Remove and install <b>Barrier free double barrier free ramps</b> in accordance with the TxDOT PD-12A, <b>Type 5 2</b> Standard Construction Details. Price each.	\$700.00	\$3,500.00
18	60	Install <b>Topsoil</b> to grade between sidewalk and curb. Price per cubic yard.	\$50.00	\$3,000.00
19	60	Excavation of failed sub-grade and install <b>Cement Treated Base (CTB)</b> and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of CTB. Price per cubic yard.	\$96.00	\$5,760.00
20	1500	Excavation of failed sub-grade and install <b>Flex Base</b> and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of Flex base. Price per cubic yard.	\$95.00	\$142,500.00
21	50	Remove and install <b>Inlet top and throat</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price per linear foot.	\$115.00	\$5,750.00

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Repair and Maintenance #2014-10  
 February 27, 2014, 2:00 p.m.  
 Purchasing Phone 972-412-6189 Fax 972-412-6144

**Bid #2014-10**

NO.	QTY.	DESCRIPTION	Tri-Con Services Inc.	
			Unit	Total Price
22	2	Remove and install <b>10ft Inlet</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$3,200.00	\$6,400.00
23	2	Remove and install <b>15ft Inlet</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$3,600.00	\$7,200.00
24	2	Remove and install <b>20ft Inlet</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$4,500.00	\$9,000.00
25	100	Remove and install <b>Concrete Flume</b> to the proper elevation. In accordance with the City of Rowlett 2014 Standard Construction Details. Price per square yard.	\$30.00	\$3,000.00
26	250	Install <b>Sod</b> and match existing grass. Price per square yard.	\$18.00	\$4,500.00
27	100	Remove and <b>install Median Nose</b> in accordance with the City of Rowlett 2014 Standard Construction Details. Price per square yard.	\$50.00	\$5,000.00
28	2	Remove and <b>install New Manhole cover and ring</b> in accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$600.00	\$1,200.00
29	10	Adjust existing <b>Manhole cover and rings</b> to the proper elevation in accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$190.00	\$1,900.00
30	2	Install <b>New water valve cover and stack</b> (Bass Hays 340-1) to the proper elevation in accordance with the City of Rowlett 2014 Standard Construction Details. Price each.	\$150.00	\$300.00
31	10	Adjust existing <b>Water valve cover and stack</b> to the proper elevation. Price each.	\$150.00	\$1,500.00
32	20	Deploy <b>Portable message board</b> . Price per day.	\$100.00	\$2,000.00
33	700	Furnish and install <b>24 inch root barrier</b> by Deep Root or approved equal including incidentals according to plans and specs. Price per linear foot.	\$8.00	\$5,600.00
34	100	<b>Reset 18" to 31" RCP (storm pipe)</b> to grade and place concrete collars (Min. width 12") around each joint. Utility Ditch depth not to exceed 4' in depth. Price per linear foot.	\$30.00	\$3,000.00
35	30	Install <b>Type A dry rock rip rap (12" thick)</b> including all incidentals. Price per square yard.	\$40.00	\$1,200.00
36	50	Adjust <b>Sprinkler heads</b> to the proper height. Price each.	\$50.00	\$2,500.00
37	200	Relocate <b>Irrigation system</b> . Price per linear foot.	\$10.00	\$2,000.00
38	200	Furnish and install all <b>Pavement Markings</b> removed during construction. This includes raised pavement markers and thermoplastic striping. Price per linear foot.	\$15.00	\$3,000.00
<b>TOTAL</b>				<b>\$1,869,960.00</b>



**Tri-con**

SERVICES, INC.

GENERAL CONSTRUCTION

P.O. BOX 472867 - GARLAND, TEXAS 75047-2867

3010 W.MAIN ST., ROWLETT, TEXAS 75088

Office (972) 475-5207 — FAX (972) 475-7416



April 7, 2015

Mr. Robin Webber  
City of Rowlett  
3910 Main St.  
Rowlett, TX 75088  
Tel: 469-853-2889

Re: Annual Contract for Concrete Repair & Maintenance Renewal (bid# 2014-10)

Mr. Webber,

This letter is to confirm that Tri-Con Services, Inc. is agreeable to renew the  
aforementioned contract for the approximated value of \$ 475,000.00 or more.

We appreciate your business please contact us with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. G. ...', written over the typed name 'Project Manager'.

Project Manager



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7E

**TITLE**

Consider action to approve a resolution authorizing the purchase of a Godwin Dri-Prime CD200M, Critically Silenced, Diesel Pump (bypass pump) for a back-up pumping system for the sanitary sewer lift stations, through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GACBuy), Contract #CM02-15, to Xylem Water Solutions USA, Inc. in the amount of \$58,115.69.

**STAFF REPRESENTATIVE**

Tim Rogers - Director of Public Works  
Jake Gilliland - Utility Operations Manager  
Allyson Wilson, Purchasing Agent

**SUMMARY**

The purpose of this item is to replace an existing bypass pump purchased in 1986, which is now unreliable due to its age.

**BACKGROUND INFORMATION**

Portable “trash pumps”, like the Gorman Rupp 6-inch pump the City currently owns is a crucial piece of equipment utilized for the service and repairs of the wastewater collection system. The pump enables staff to bypass sections of the sanitary sewer system in order to make repairs or replace the appurtenances (fittings, pumps and valves, etc.) within the infrastructure.

Since its purchase in 1986, the 6-inch bypass pump has provided thousands of hours of service in emergencies and sanitary sewer repairs.

**DISCUSSION**

The existing diesel powered portable 6-inch bypass pump has become unreliable and difficult to operate. The trailer unit on which it is mounted has needed multiple repairs in order to make it roadworthy.

Staff has to manually prime the pump in order for it to function as designed. Due to its age, it takes time to prime the pump, which creates a potential for costly overflows during system failures.

Engine control components are becoming increasingly difficult to locate and some components have had to be fabricated to allow for continued operation of the pump. Additionally, the factory authorized service centers have begun expressing that they will soon no longer service or repair pumps of this age.

Most importantly, this pump is utilized during system failures (prevent overflows) and repairs to maintain levels at sewer lift stations. Having been in service for close to 30 years, the pump has reached the end its useful life.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding is available Project Codes WA2015 and WA2113.

<b>Project Code</b>	<b>Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
WA2113	Capital Equipment Replacement	\$50,000.00	\$50,000.00
WA2105	Tools and Equipment	\$30,702.00	\$8,115.69
<b>Total</b>		<b>\$80,702.00</b>	<b>\$58,115.69</b>

### **RECOMMENDED ACTION**

Staff recommends Council approve a resolution authorizing the purchase of a Godwin Dri-Prime CD200M, Critically Silenced, Diesel Pump (bypass pump) for a back-up pumping system for the sanitary sewer lift stations, through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GACBuy), Contract #CM02-15, to Xylem Water Solutions USA, Inc. in the amount of \$58,115.69.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDDING A BID FOR THE PURCHASE OF A GODWIN DRI-PRIME CD200M, CRITICALLY SILENCED, DIESEL PUMP (BYPASS PUMP) FOR A BACK-UP PUMPING SYSTEM FOR SANITARY SEWER LIFT STATIONS, THROUGH THE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL (H-GACBUY), CONTRACT #CM02-15, TO XYLEM WATER SOLUTIONS USA, INC. IN THE AMOUNT OF \$58,115.69; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure a bypass pump for utility work for the Utilities Department and the City of Rowlett; and

**WHEREAS**, the City of Rowlett has entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GACBuy), Contract #CM02-15, for products and services; and

**WHEREAS**, H-GACBuy has taken sealed bids for the bypass pump for said equipment with Xylem Water Solutions USA, Inc.; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to accept such bids and award a purchase contract to Xylem Water Solutions USA, Inc. for the purchase of the bypass pump.

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

**Section 1:** That the City Council of the City of Rowlett does hereby approve the purchase of a bypass pump and award a contract to Xylem Water Solutions USA, Inc., in the amount of \$58,115.69 for the Utilities Division through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GACBuy), Contract #CM02-15, in accordance with the quotation attached hereto and incorporated herein by reference as Exhibit A.

**Section 2:** That the City Council does hereby authorize the City Manager or his designee to issue purchase orders to conform to this resolution

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

**ATTACHMENT**

Exhibit A – Xylem Water Solutions USA, Inc. H-GACBuy Quote



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.: CM02-15

Date Prepared: 03/30/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF ROWLETT	Contractor:	XYLEM DEWATERING SOLUTIONS
Contact Person:	MARK LEAL	Prepared By:	STEVE BIRLEW
Phone:	214-733-4041	Phone:	469-221-1444
Fax:		Fax:	
Email:	mleal@rowlett.com	Email:	STEPHEN.BIRLEW@XYLEMINC.COM

Product Code: Description:

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		8" GODWIN DRI-PRIME DIESEL PUMP CD200M CS, JD4045TFC03 - FT4 w/PRIME GUARD	52,228.80
		(9233) CA150/HS150	
		DROP IN TRAILER	4,352.40
		GODWIN PRIME GUARD	334.49
		FLOAT SET / 65' CABLES	
Subtotal From Additional Sheet(s):			56,915.69
Subtotal B:			0

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal C:			0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #DIV/0!

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered: X Subtotal of A + B + C: 0 = Subtotal D: 0

**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		FREIGHT	1200.00
Subtotal E:			1200.00

Delivery Date: F. Total Purchase Price (D+E): 58,115.69

**SALE QUOTATION**

*HGAC Sale Quote*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
<b>Open Market Items:</b>				
A	1	Godwin Dri-Prime CD200M Critically Silenced • Sound Attenuated Enclosure • 8" 150# Flange Suction & Discharge • John Deere 4045TFC03 FT4 Diesel Engine • Includes PrimeGuard Engine Controller • Skid-mounted	\$ 52,228.80	\$ 52,228.80
<b>*With purchase of above pump(s) we recommend that you also purchase the PM Service Kit(s) listed below:</b>				
	1	KTCD200MRS29 CD200MSP Diesel 1-2 yr Spares Kit	1,148.55	1,148.55
	1	KT4045TFC03FK01 Deere 4045TFC03-FT4 Engine Filter Kit	185.00	185.00
B	1	CD150/HS150 Drop In Trailer (9233)	4,352.40	4,352.40
C	1	Godwin PrimeGuard Float Set • w/ 65' Mechanical Floats	334.49	334.49
D	1	Delivery Motor Freight Br 029	1,200.00	1,200.00
Net Sale Total with Recommended PM Service Kits				\$ 59,449.24
<b>NET SALE TOTAL</b>				<b>\$ 58,115.69</b>

**Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.**

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.

**SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS**

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

**OWNERSHIP:** FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

**ACCEPTANCE/MODIFICATION:** Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

**SHIPMENT:** Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

**REMOVAL:** Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

**RENTAL CHARGES:** Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

**CREDIT/PAYMENT TERMS:** Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

**INSURANCE:** Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

**LOSS/DAMAGES:** Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

**OPERATION/INSPECTION:** Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

**SERVICE/MAINTENANCE:** Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

**WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR INTERRUPTION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.**

**LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

**DEFAULT/DAMAGES:** If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

**JURISDICTION/VENUE:** This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

**WAIVER:** Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

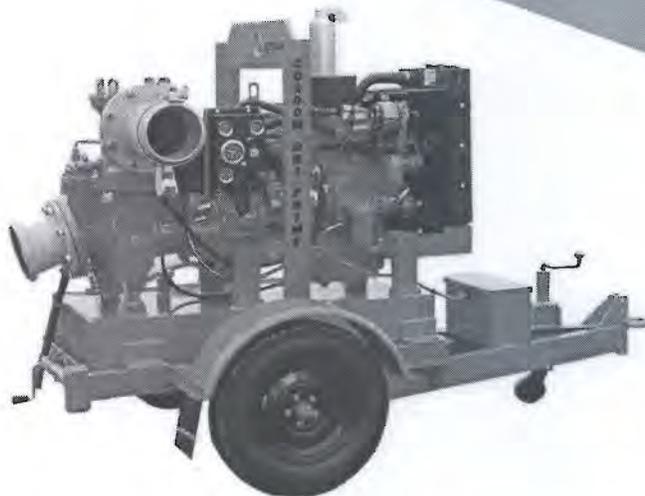
**SEVERABILITY:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

# CD200M Dri-Prime® Pump

The Godwin Dri-Prime CD200M pump offers flow rates to 2290 USGPM and has the capability of handling solids up to 3.0" in diameter.

The CD200M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

Indefinite dry-running is no problem due to the unique Godwin liquid bath mechanical seal design. Solids handling, dry-running, and portability make the CD200M the perfect choice for dewatering and bypass applications.



## Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Extensive application flexibility handling sewage, slurries, and liquids with solids up to 3.0" in diameter.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70 dBA at 30'.
- Standard engine John Deere 4045TF290 (IT4 Flex). Also available with Caterpillar C4.4M-T (Export Only).

## Specifications

Suction connection	8" 150# ANSI B16.5
Delivery connection	8" 150# ANSI B16.5
Max capacity	2290 USGPM †
Max solids handling	3.0"
Max impeller diameter	11.0"
Max operating temp	176°F*
Max pressure	70 psi
Max suction pressure	58 psi
Max casing pressure	105 psi
Max operating speed	2200 rpm

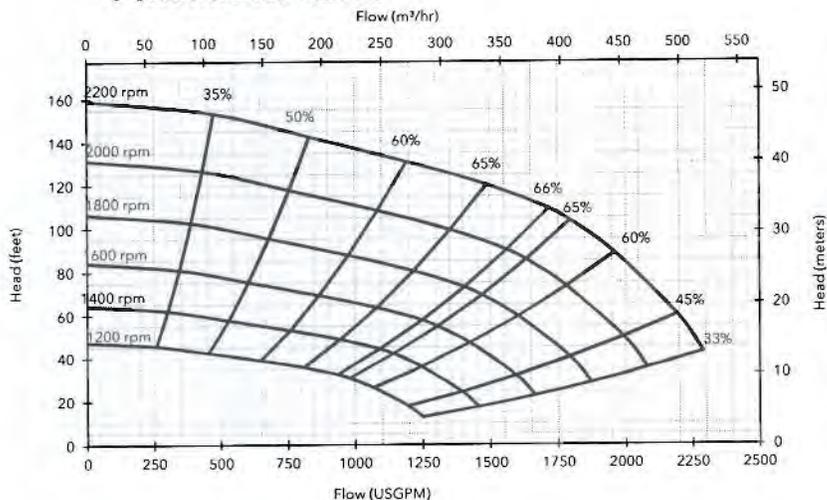
\* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

godwin   
a xylem brand

**Performance Curve**



**Materials**

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

**Engine option 1**

John Deere 4045TF290 (IT4 Flex), 75 HP @ 2200 rpm

Impeller diameter 11.0"

Pump speed 2200 rpm

**Suction Lift Table**

Total Suction Head (feet)	Total Delivery Head (feet)				
	30	46	62	81	137
10	2291	2208	2107	1913	605
15	2208	2160	2063	1821	484
20	2083	2034	1986	1773	412
25	1937	1889	1816	1724	-

Fuel capacity: 60 US Gal

Max Fuel consumption @ 2200 rpm: 4.4 US Gal/hr

Max Fuel consumption @ 1800 rpm: 3.8 US Gal/hr

Weight (Dry): 3,070 lbs

Weight (Wet): 3,490 lbs

Dim.: (L) 119" x (W) 66" x (H) 77"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

**Engine option 2**

Caterpillar C4.4M-T (Export Only), 78 HP @ 2200 rpm

Impeller diameter 11.0"

Pump speed 2200 rpm

**Suction Lift Table**

Total Suction Head (feet)	Total Delivery Head (feet)				
	30	46	62	81	137
10	2291	2208	2107	1913	605
15	2208	2160	2063	1821	484
20	2083	2034	1986	1773	412
25	1937	1889	1816	1724	-

Fuel capacity: 60 US Gal

Max Fuel consumption @ 2200 rpm: 4.6 US Gal/hr

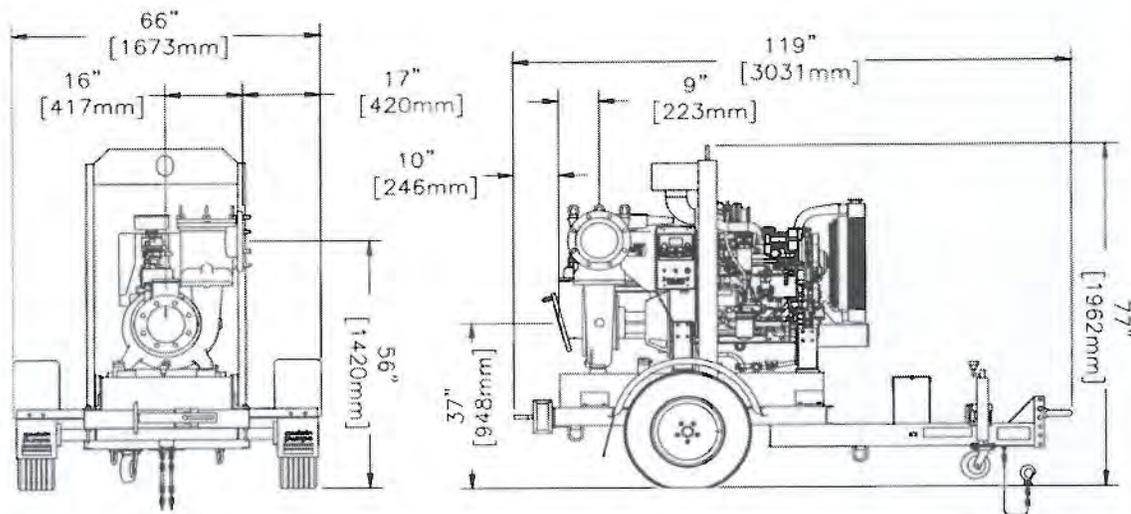
Max Fuel consumption @ 1800 rpm: 4.2 US Gal/hr

Weight (Dry): 3,070 lbs

Weight (Wet): 3,490 lbs

Dim.: (L) 119" x (W) 66" x (H) 77"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



84 Floodgate Road  
Bridgeport, NJ 08014 USA  
(856) 467-3636 Fax (856) 467-4841  
Email: sales@godwinpumps.com

Reference number: 95-1014-3000  
Date of issue: February 26, 2014  
Issue: 5

www.godwinpumps.com



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7F

**TITLE**

Consider action to approve a resolution awarding the bid for the purchase of two portable back-up power generators for secondary power for sanitary sewer lift stations to L.J. Power, Inc. in the amount of \$164,316.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Jake Gilliland, Utility Operations Manager

**SUMMARY**

The purchase of two portable generators is needed to ensure redundancy within the sanitary sewer collection system. Their use is primarily for power outages, reducing disruption of service and the prevention of raw sewage overflow events.

**BACKGROUND INFORMATION**

In 2012, the City of Rowlett increased its capital maintenance funding in order to more effectively maintain the water and sewer systems. Years of limited funding for maintenance and droughts in 2006 and 2011 have created a worst case scenario for the water and sewer pipelines, sewer lift stations, water pump stations and other related equipment and infrastructure.

In addition, Rowlett has an unusually high number of sewer lift stations (26) due to the topography of the City, which requires Rowlett to pump water uphill to be treated by the City of Garland's sewer treatment plant. To ensure the least disruption to the community, there is a necessity for backup power to eliminate the potential crisis of raw sewage overflowing into the lake or backing up into residents' homes.

Notice to bidders (Bid #2015-52) was published in the *Rowlett Lakeshore Times* on April 3 and 10, 2015. Sealed proposals were received in the Purchasing Office until 2:00 pm, April 2, 2015, and then publicly opened and read aloud in the City Annex Conference Room in accordance with Texas Local Government Code. L.J. Power, Inc. is the competitive low bid (see Exhibit A) as listed below:

<b><u>Bidders</u></b>	<b><u>Bid</u></b>
1. L.J. Power, Inc.	\$164,316
2. Americas Generators	\$167,547
3. USP&E Americas	\$177,960
4. Lightning Power Electric Industry, Inc.	\$190,980
5. Leete Generators	\$203,500

6. Loftin Equipment Company	\$213,450
7. Standby Power U.S.A.	\$238,350
8. BlueLine Construction Equipment and Services	\$240,384
9. Allegiance Power Systems	\$294,988
10. Cummins Souther Plains, LLC	\$366,100

## DISCUSSION

During extreme weather events, the potential for disruption of electrical service to our sewer lift stations exist. In October 2013, the City experienced an extreme weather event where 15 sewer lift stations were out of service due to power outages. This event created a scenario where it demanded more resources than the City had in its inventory. Staff had to partner with outside vendors to supplement our own resources, which was on a first come, first served basis. This becomes a supply and demand issue for the City. If the vendors had already expended their resources, raw sewage overflow would have been inevitable during this event.

Back-up power should be available at all crucial lift stations and facilities to ensure continuity of services during outages or failures. And, in the event of simultaneous power failure in multiple facilities, the portable (trailer mounted) generator enables staff to transport and connect the equipment to each facility, providing power, to ensure reduction of potential sewer overflows. The Utilities Department currently has two portable generators for redundancy back-up power for over 23 locations (pump and lift stations).

When multiple stations are out of power, staff has to prioritize where the pumping has to occur and transport our two existing portable generators from station to station to ensure continuous pumping so sanitary sewer overflows do not occur. The worst case scenario for the Utilities Department is when all stations go down. Time is of the essence as the existing generators may not be able to be relocated quick enough to ensure an overflow does not occur.

The Utility Fund Cash CIP appropriates funds for the procurement of redundancy backup power generators for critical facilities within our utility system. It is crucial for a utility to provide backup power to these facilities in order to ensure the least disruption to our community by taking the precautions to prevent wastewater spills, which have the potential for costly fines issued by the regulatory agency.

The procurement of these generators is a continued initiative to ensure redundancy power for our lift stations with portable backup power generators to our utility system (water & wastewater). The long term plan is to ensure procurement of additional permanent and portable generators that will provide for a higher level of preparedness and redundancy power for the system to ensure uninterrupted operational services to the community.

Exhibit A (attached) provides the list of vendors and quotes who participated in the bid.

The City of Rowlett has taken sealed bids (Bid #2015-52) and staff desires to award such bid for the purchase of two portable generators for the Utilities Division as stated above and attached hereto and incorporated herein by reference as Exhibit A.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding is available in the FY2015 Utilities Fund Cash CIP Budget in the Backup Power project (SS2094) after the midyear budget amendment tonight.

<b>Account Number/Project Code</b>	<b>Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
SS2094	Backup Power	\$164,316	\$164,316

### **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution awarding the bid for the purchase of two portable back up power generators for secondary power for sanitary sewer lift stations to L.J. Power, Inc. in the amount of \$164,316.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDED A BID FOR THE PURCHASE OF TWO PORTABLE GENERATORS FOR THE UTILITIES DIVISION TO L.J. POWER, INC. IN THE AMOUNT OF \$164,316; AUTHORIZING THE ISSUANCE OF PURCHASE ORDER PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure two portable generators for utility work for the Utilities Division and the City of Rowlett; and

**WHEREAS**, the City of Rowlett has taken sealed bids for the generators, Bid #2015-52, and the lowest bidder for said equipment is L.J. Power, Inc.; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to accept the bid of and award a contract to L.J. Power, Inc. in the amount of \$164,316 for the purchase of two portable generators.

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

**Section 1:** That the City Council of the City of Rowlett does hereby approve the purchase of two portable generators for the Utilities Division, and accept the bid of and award a contract to L.J. Power, Inc., in the amount of \$164,316 in accordance with the quotation attached hereto and incorporated herein by reference as Exhibit A.

**Section 2:** That the City Council does hereby authorize the City Manager or his designee to issue purchase orders to conform to this resolution.

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

**ATTACHMENT**

Exhibit A – Mobile Generator Bid Tabulation

**City of Rowlett Bid Tabulation For Two Trailer Mounted Mobile Generators  
4004 Main St., Rowlett, TX 75088 Bid #2015-52  
Purchasing Phone - 972/412-6131 - Fax 972/412-6132  
April 6, 2015 2 pm**

			Allegiance Power Systems	Americas Generators	BlueLine Construction Equipment and Services	Cummins Souther Plains, LLC
			Joe Rizzo 512-897-4216	Brian Tienhaara 305-592-6800 x147	Richard House 281-543-5026	Charlie Schnieders 972-780-2091
ITEM NO.	QTY	DESCRIPTION	UNIT/TOTAL	UNIT/TOTAL	UNIT/TOTAL	UNIT/TOTAL
1	2	Trailer mounted mobile generator as described in Bid 2015-52	\$ 147,494.00 / 294,988.00	\$ 83,773.50 / 167,547.00	\$ 120,192.00 / 240,384.00	\$ 183,050.00 / 366,100.00
		Indicate Make & Model Bid	500 REOZT Kohler Power Systems Trailer Mounted Generator System	AKSA TP-JD400-T3-60 SAE. EPA rated for mobile usage	Doosan, Model G450WCU-2B-T2	Cummins Power Generation Model C500D6RG-208/480V
		Calendar days for delivery	stock-85	50	84	10-14 weeks
		Warranty	One year system warranty	12 month unlimited hour, or 2 yr (24 mo) 2000 hr usage	12 months bumper to bumper, Cummins Engine 12 months/unlimited hours, generator 24 months/4000	One-year/Unlimited Hours Comprehensive Warranty (documentation included)
		Exceptions to bid specifications:	Allegiance Power Systems is bidding (2) 500KW Kohler Trailer Mounted Genset 500kw will provide additional capacity by 150kw. Bid includes warranty coverage.	John Deere 6135HF485 engine; Stamford HCI 444F Cumminsgenerator technology	Listed on page 10	Providing Cummins Power Generation's standard 500 kw rental generator package in lieu of specified 350kw Aksa portable generator. See specification sheets and drawings for more details. See attached proposal for Cummins Southern Plains terms and conditions. Certificate of Ownership (Title) and Texas Form 130-U will be provided to Buyer upon full payment

Bid 2015-52 Two Mobile Generators Mounted on Trailer

**City of Rowlett Bid Tabulation For Two Trailer Mounted Mobile Generators**  
**4004 Main St., Rowlett, TX 75088 Bid #2015-52**  
**Purchasing Phone - 972/412-6131 - Fax 972/412-6132**  
**April 6, 2015 2 pm**

			<b>Leete Generators</b>	<b>L.J. Power, Inc.</b>	<b>Loftin Equipment Company</b>	<b>Lightning Power Electric Industry Inc.</b>
			Brian Perry	James Davis	Askelon Sandle	Pedro Mendive
			800-649-0484 x418	512-649-6890	214-237-4566 x501	786-554-5440
<b>ITEM</b>						
<b>NO.</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT/TOTAL</b>	<b>UNIT/TOTAL</b>	<b>UNIT/TOTAL</b>	<b>UNIT/TOTAL</b>
1	2	Trailer mounted mobile generator as described in Bid 2015-52	\$ 101,750.00 / 203,500.00	\$ 82,158.00 / 164,316.00	\$ 106,725.00 / 213,450.00	\$ 95,490.00 / 190,980.00
		Indicate Make & Model Bid	Blue Star Power systems VD350-01 Mobile Generator Unit	Aksa AT350	Kohler 5000REOZT	Lightning Power TP-350MobileT3
		Calendar days for delivery	12-16 weeks	140-168	70	1 unit 90 days, 2nd unit 120 days
		Warranty	2 year/2000 hour limited warranty, see sheet	1 year, 2000 hour. Warranty includes parts and labor.	One year, one thousand hours	2 years/1500 hours, extended warranties available up to 5 years.
		Exceptions to bid specifications:	Engine is Volvo not Perkins; Fuel tank is 500 gal standard and this is recommended size due to height issued with larger tanks on mobile units of this size. 600 gal tank is available for \$2150.00	No exceptions taken	Listed on page 10	Payment terms - 1% a0 days, Net 30. Meet all specifications.

**City of Rowlett Bid Tabulation For Two Trailer Mounted Mobile Generators  
 4004 Main St., Rowlett, TX 75088 Bid #2015-52  
 Purchasing Phone - 972/412-6131 - Fax 972/412-6132  
 April 6, 2015 2 pm**

			<b>Standby Power U.S.A.</b>	<b>USP&amp;E Americas</b>
			Barbara Ludowese	John Ferguson
			586-648-6788	626-399-3747
<b>ITEM</b>				
<b>NO.</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT/TOTAL</b>	<b>UNIT/TOTAL</b>
1	2	Trailer mounted mobile generator as described in Bid 2015-52	\$ 119,175.00 / 238,350.00	\$ 88,980.00 / 177,960.00
		Indicate Make & Model Bid	Stateline Power - SJ350 Mobile generator	Aksa AT350, DOT approved trailer with 600 gallon single walled fuel tank
		Calendar days for delivery	120 or less	155
		Warranty	Prime power-1 year-unlimited hours; standby power - 2 years-maximum 500 hours per year	2 years or 2,000 running hours, whichever comes first
		Exceptions to bid specifications:	Meets or exceeds all specifications except using John Deer instead of Perkins	No exceptions taken



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/05/15

**AGENDA ITEM:** 7G

**TITLE**

Consider action to approve an ordinance amending the Fiscal Year 2014-15 Adopted Operating and Capital Improvements Program Budget.

**STAFF REPRESENTATIVE**

Wendy Badgett, Interim Director of Finance  
Terri Doby, Budget Officer

**SUMMARY**

Regular budget amendments are an accepted practice in local government and represent a visible demonstration that the municipality manages its fiscal affairs appropriately and with transparency. City staff has completed a detailed analysis of revenues and expenditures and recommends adjustments consistent with that analysis.

The FY2015 CIP totals \$30.1 million from utility revenue bonds and cash funded projects – a budget of this size and scope requires constant monitoring and adjustment. As projects funded with past bond issues or cash CIP funds are completed and final expenditures recorded, new development or other circumstances occur, which cause new projects to be initiated or existing projects to change in scope. An amendment is required to complete the City's share of the funding for the Village of Rowlett project as previously agreed with Integral Catalyst, allocate funding for the CIP Task Force and reallocate funding between various related projects.

**BACKGROUND INFORMATION**

On September 16, 2014, the City Council adopted the operating and capital improvements program budget for Fiscal Year 2014-15. One half of the fiscal year was completed as of March 31, 2014. These amendments reflect changes to the budget, recommended as a result of an analysis of the first half of FY2015. This amendment was also discussed during the April 21, 2015, Work Session.

The FY2015 CIP totals \$30.1 million from utility revenue bonds and cash funded projects – a budget of this size and scope requires constant monitoring and adjustment. As projects funded with past bond issues or cash CIP funds are completed and final expenditures recorded, new development or other circumstances occur, which cause new projects to be initiated or existing projects to change in scope.

- A) An amendment is required to allocate the final amount of funding for the Village of Rowlett project in the Capital Improvement Program. The table below (from the May 20, 2014, agenda item) outlines what was originally agreed upon with regards to the funding of this project.

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

When subtracting the land contribution and the property tax from a 380 agreement/TIF, the total comes to \$2,400,000. Funds in the amount of \$775,550 were allocated to the Village of Rowlett project in the FY2014 3<sup>rd</sup> quarter budget amendment. This amendment will complete the funding for the project by adding the \$450,000 in impact fees and the \$1,174,450 in existing impact fee fund balance, bringing the total project budget to \$2,400,000.

- B) In the Spring of 2013, the developer of the Harmony Hills project approached the City regarding sewer infrastructure. The developer requested that the City build a gravity sewer main on the eastside of PGBT that would run south to the main line at Liberty Grove. The developer would contribute the \$500,000 they would have had to spend to construct lift stations. On September 17, 2013, during an Executive Session, Council agreed that the construction of the gravity line would not only benefit this project but other projects along PGBT and provided direction to staff to take that approach. The North Shore Sanitary Sewer project was originally created in the 1<sup>st</sup> quarter budget amendment of 2014 with funds from projects completed under budget in the amount of \$947,967. After going out for bid, the total construction cost for the project is \$1,665,868 plus design costs in the amount of \$194,522 for a total project cost of \$1,860,391. When the bid was approved on December 2, 2014, City Council was informed that the project funds would be amended in the first FY2015 budget amendment to utilize impact fees and re-allocate funds from other projects that have come in under budget to provide the total \$1,860,391 to construct the project.
- C) Funding is allocated to several projects in the CIP that are labeled as Miscellaneous where the money is used for various smaller repair and replacement projects throughout the City. This funding is also available to be moved to larger projects when needed. This amendment would move necessary funding from Miscellaneous Drainage to the Westwood Circle Drainage project, from Miscellaneous Drainage to Long Branch Creek Drainage, and from Miscellaneous Sanitary Sewer Line Repair and Replacement to the 24-inch Force Main and TV Inspection project.
- D) Recent events have brought to light the need for additional generators. As a result of these changing priorities, additional funds are being moved into the Backup Power project.

## **DISCUSSION**

The FY2015 CIP totals \$30.1 million from utility revenue bonds and cash funded projects – a budget of this size and scope requires constant monitoring and adjustment. As projects funded

with past bond issues or cash CIP funds are completed and final expenditures recorded, new development or other circumstances occur, which cause new projects to be initiated or existing projects to change in scope. Specifically, the proposed re-allocation of project funds is included in the table below.

- A) For the Village of Rowlett project, the total City commitment including land contribution and property tax from a 380 agreement is \$6,018,449. The total City funding commitment without the land contribution and 380 agreement is \$2,400,000. Funds in the amount of \$775,550 were allocated to the Village of Rowlett project in the FY2014 3<sup>rd</sup> quarter budget amendment. Funds in the amount of \$450,000 are being allocated from impact fees, and \$1,174,450 is being allocated from various bond fund balances that result from projects being charged to impact fees or from completed projects (e.g. ST2074 Merritt Road, CO2028 Miller Road Reconstruction, ST2076 Traffic Management Projects and WA2091 Castle Hills Waterline) and is available to be transferred to the Village of Rowlett project to complete the City's share of the funding.
  
- B) The North Shore Sanitary Sewer project was originally created in the 1<sup>st</sup> quarter budget amendment of 2014 with funds from projects completed under budget in the amount of \$947,967. Now that the project has been bid, the total construction cost for the North Shore Sanitary Sewer project (SS2103) is \$1,665,868 plus \$194,522 for design expenses for a total project cost of \$1,860,391. When the bid was approved on December 2, 2014, City Council was informed that the project funds would be amended in the first FY2015 budget amendment to utilize impact fees and re-allocate funds from other projects that have come in under budget to provide the total \$1,860,391 to construct the project.
  
- C) Funding is allocated to several projects in the CIP that are labeled as Miscellaneous where the money is used for various smaller repair and replacement projects throughout the City. This funding is also available to be moved to larger projects when needed.
  - a. This amendment would move necessary funding from Miscellaneous Drainage (DR2065) to the Westwood Circle Drainage project (DR2104) in the amount of \$100,760 to bring the total Westwood Circle to \$250,760. The project was bid at a cost of \$250,485.
  - b. This amendment would move necessary funding from Miscellaneous Drainage (DR2065) to the Long Branch Creek project (DR2105) in the amount of \$276,000. The funding will be used to install a box culvert for new retail development.
  - c. Another project requiring an additional allocation of funding is the 24-inch Force Main and TV inspection (SS2104). This project was the replacement of a force main on the east side of the lake identified with a potential for failure by video inspection. Total cost of the project was \$539,466 while the current budget is \$434,000. An additional \$110,000 in funding is needed from Miscellaneous Sanitary Sewer Line Repair and Replacement (SS1102).
  
- D) The Backup Power project (SS2094) currently has available funds of \$73,917. Recent events have made the purchase of two additional generators a high priority. The current price for two generators is \$164,316. Additional needed funds are available in East Side

Lift Station improvements (SS1159) and Manhole Rehabilitation (SS2088) in the amount of \$9,196 and \$81,203 respectively.

From/ To	Project Number	Project Title	Adjustment	Purpose
FROM	ST2074	Merritt Road Interconnector	(\$700,450)	Set aside amount agreed upon with developer for Village of Rowlett
		Unallocated Bond Funds	(\$474,000)	
	Fund 102	Impact Fees	(\$450,000)	
TO	CO2100	Village of Rowlett	\$1,624,450	
FROM	SS2093	Merritt Road Sanitary Sewer	(\$81,797)	Fund the total cost as bid for the North Shore Sanitary Sewer
	WA2092	Merritt Road Water Line	(\$80,518)	
	Fund 162	Impact Fees Utilities	(\$500,109)	
	Fund 598	Developer Contribution	(\$250,000)	
TO	SS2103	North Shore Sanitary Sewer	\$912,424	
FROM	DR2065	Misc. Drainage Improve.	(\$100,760)	Fund the total cost of the Westwood Circle drainage improvements
TO	DR2104	Westwood Circle Drainage	\$100,760	
FROM	DR2065	Misc. Drainage Improve.	(\$276,000)	Fund the total cost of the Long Branch Creek Drainage improvements
TO	DR2105	Long Branch Creek Drainage	\$276,000	
FROM	SS1102	Misc. Sanitary Sewer Lines	(\$110,000)	Fund the total cost of 24" Force Main and TV Inspection
TO	SS2104	24" Force Main and TV Insp.	\$110,000	
FROM	SS1159	East Side Lift Station Improvements	(\$9,196)	Fund the purchase of two generators
	SS2088	Manhole Rehabilitation	(\$81,203)	
TO	SS2094	Backup Power	\$90,399	

### FINANCIAL/BUDGET IMPLICATIONS

As indicated, this ordinance adjusts revenues and expenditures identified for FY2015. Exhibit A to the proposed ordinance details the type and purpose.

## **RECOMMENDED ACTION**

City staff recommends the City Council adopt an ordinance approving the restructuring and amending of the FY2015 Adopted budget.

## **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING ORDINANCE NUMBER ORD-031-14, REPRESENTING THE 2014-2015 FISCAL YEAR BUDGET, BY REALLOCATING FUNDS WITHIN THE BUDGET; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID AMENDED BUDGET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 16, 2014, the City Council of the City of Rowlett, Texas, adopted its budget for Fiscal Year 2014-2015 by adopting Ordinance Number ORD-031-14, and

**WHEREAS**, the City Council of the City of Rowlett, Texas, has determined, after due consideration and study, that it is necessary to the efficient business and operation of the City to amend the budget for fiscal year 2014-2015, and

**WHEREAS**, there are adequate funds available for such amendment, and

**WHEREAS** the budget amendments set forth hereinafter are in the best interest of the public health, safety, and welfare.

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

**Section 1:** That Ordinance No. ORD-031-14, the Fiscal Year 2014-2015 Budget Ordinance of the City of Rowlett, Texas, adopted on or about September 16, 2014, be and the same is hereby amended by reallocating funds in accordance with the budget amendment attached hereto and incorporated herein as Exhibit "A", and all funds authorized and expended as set forth herein shall be deemed to be properly expended and approved as provided by law.

**Section 2:** That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

**Section 3:** That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. ORD-031-14, the Fiscal Year 2014-2015 Budget Ordinance, shall remain in full force and effect.

**Section 4:** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any

part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

**Section 5:** That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the Budget Officer is directed to furnish a copy of this ordinance to the County Clerk as required by law.

**ATTACHMENT**

Exhibit A – Capital Improvements Program Amendment FY2015

**FY 2015 CITY OF ROWLETT BUDGET**
**CAPITAL IMPROVEMENTS PROJECTS**

	PROJECT NUMBER	PROJECT NAME	ACCOUNT NUMBER	CHANGE
FROM	ST2074	Merritt Road Interconnector	309 8002	(\$700,450)
		Fund 407		(\$474,000)
		Impact Fees	401	(\$450,000)
TO	CO2100	Villages of Rowlett	Various	\$1,624,450
FROM	SS2093	Merritt Road Sanitary Sewer	524 8102	(\$81,797)
	WA2092	Merritt Road Water Line	524 8102	(\$80,518)
		Impact Fees Utilities	503	(\$500,109)
		Developer Contribution	520	(\$250,000)
TO	SS2103	North Shore Sanitary Sewer	Various	\$912,424
FROM	DR2065	Miscellaneous Drainage Improvements	702 8201	(\$100,760)
TO	DR2104	Westwood Circle Drainage Improvements	702 8201	\$100,760
FROM	DR2065	Miscellaneous Drainage Improvements	702 8201	(\$276,000)
TO	DR2105	Long Branch Creek Drainage	702 8201	\$276,000
FROM	SS1102	Miscellaneous Sanitary Sewer Line Repair	520 8102	(\$110,000)
TO	SS2104	24" Force Main and TV Inspection	520 8102	\$110,000
FROM	SS1159	East Side Lift Station	520 8102	(\$9,196)
	SS2088	Manhole Rehabilitation	520 8102	(\$81,203)
TO	SS2094	Backup Power	520 8102	(\$90,399)