



# 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, November 17, 2015

5:45 P.M.

Municipal Building – 4000 Main Street

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

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

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION (5:45 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 the terms and negotiations associated with a request from New Cingular Wireless PCS, LLC to amend their lease agreements located at 3800 Miller Road, Rowlett, TX, further described as Fire Station 1 and 4701 Martha Lane, Rowlett, Texas, further described as the Martha Lane Water Tower. (15 minutes)

**2B.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate on property at 3840 Main Street. (15 minutes)

**3. WORK SESSION (6:15 P.M.)**

**3A.** Discuss role of Economic Development Advisory Board in a joint session with members of the Economic Development Advisory Board. (45 minutes)

**4. DISCUSS CONSENT AGENDA ITEMS**

**RECEPTION FOR CITY EMPLOYEE HONOREES (7:00 P.M. TO 7:30 P.M.)\***

**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 plaques by Mayor Todd Gittel and City Manager Brian Funderburk to employees recognized throughout the year for "Above and Beyond" Customer Service.
- 5B.** Hear presentation of the Monthly Financial report for the period ending September 30, 2015.
- 5C.** 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 November 3, 2015, City Council Regular Meeting.
- 7B.** Consider a resolution authorizing the City Manager to sign an amended Communication Facility License Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless to lease property for the installation, housing, and operation of antenna facilities and associated equipment and cables in order to provide telecommunication services at Community Park located at 8500 Saint Andrews Lane.
- 7C.** Consider action to approve a resolution awarding the fourth and final one-year renewal option to extend the price agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amount as amended and an annual amount of \$125,000 through the Interlocal Cooperative Purchase Agreement with the City of Grand Prairie, and to authorize the Mayor to execute the necessary documents for said services.
- 7D.** Consider action to approve a resolution for Task Authorization #FY2016-01HZ to the Agreement for Professional Services with Huitt-Zollars, Inc. in the amount of \$357,000 for engineering design services for the Highland Meadows Street Reconstruction Project, and to authorize the Mayor to execute the necessary documents for said services.
- 7E.** Consider action to approve a resolution authorizing the final acceptance of the Annual Contract for Concrete Repair/Maintenance and the release of retainage in the amount of \$67,488.93 to Tri-Con Services, Incorporated, and to authorize the Mayor to execute the necessary documents.

- 7F. Consider action to approve an ordinance amending the City's Junked Motor Vehicle regulations to update in accordance with State Law.
- 7G. Consider action to approve an agreement with the Garland Independent School District for School Resource Officers, and to authorize the City Manager to execute the agreement on the City's behalf.
- 7H. Consider a resolution to contract with Playground Shade and Surfacing Depot for the purchase and installation of 22,000 square feet of Poured-in-Place Playground Rubber Safety Surface for Kids Kingdom Playground in the amount of \$219,530.08.
- 7I. Consider a resolution amending authorized representatives to access, transmit funds, issue letters of instruction, and take all other actions deemed necessary or appropriate for the investment of funds with the Texas Local Government Investment Pool (TexPool).
- 7J. Consider action to amend the Fiscal Year 2014-15 Adopted Operating and Capital Improvements Program Budget.
- 7K. Consider action to approve a resolution for Task Authorization for Professional Services with Kimley-Horn in the amount of \$192,000.00 for the design, engineering and site plan for the Public Safety Training Center, and to authorize the Mayor to execute the necessary documents for said services.

**8. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 8A. Conduct a public hearing and take action on a Special Use Permit to allow a daycare center at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas (SUP40-2015).
- 8B. Conduct a public hearing and consider an ordinance approving a rezoning from Single Family-40 Zoning District to the New Neighborhood Form Based Zoning District for property located at 3399 Chiesa Road, further described as 21.79 +/- acres in the James Hobbs Survey, Abstract 571, page 721 City of Rowlett, Dallas County, Texas.

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

**9. ADJOURNMENT**

*Laura Hallmark*

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Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website ([www.rowlett.com](http://www.rowlett.com)) on the 13<sup>th</sup> day of November 2015, by 5:00 p.m.



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

4000 Main Street  
P.O. Box 99  
Rowlett, TX 75080-0099  
[www.rowlett.com](http://www.rowlett.com)

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**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 2A

**TITLE**

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**AGENDA DATE:** 11/17/15

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# City of Rowlett

## Staff Report

4000 Main Street  
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**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 3A

### **TITLE**

Discuss the role of the Economic Development Advisory Board as part of a joint work session with members of the Economic Development Advisory Board. (45 minutes)

### **STAFF REPRESENTATIVE**

Brian Funderburk, City Manager  
Jim Grabenhorst, Director of Economic Development  
Nathan Weber, Economic Development Specialist

### **SUMMARY**

This discussion is a follow-up item from the bi-annual update on the City's Economic Development five-year Strategic Plan that was held with City Council on November 11, 2014 and July 14, 2015. City Council requested to have additional discussions relating to the role of the Economic Development Advisory Board (EDAB).

### **BACKGROUND INFORMATION**

As a result of the *Realize Rowlett 2020* process, key strategic action items were identified. This assisted in developing the basis for the Economic Development five-year Strategic Plan, which was adopted by City Council in 2013 and discussed during a work session on November 14, 2014.

City Council has given direction to review the role of the EDAB and passed Resolution Number RES-135-15 to include the EDAB in the incentive review process on November 3, 2015.

Based on that direction from City Council, the EDAB has met to discuss the role of the EDAB on March 25, 2015, June 10, 2015, and August 18, 2015.

City staff and members of the EDAB met with City Council at the July 14, 2015, work session to discuss the role of the EDAB, as well as the City's Incentive Policy. As a follow-up from that meeting, city staff and the EDAB met on August 18, 2015, and looked at the composition of Economic Development Corporations from surrounding communities and the roles of their boards. After reviewing surrounding communities, the consensus from the EDAB is that Rowlett's current structure is comparable to the surrounding communities.

| City                          | Size of EDAB             | Requirements   | Length of Term  | Appointed by   | Mission Statement  |
|-------------------------------|--------------------------|--|---|--|--|
| Rowlett                       | 7 members + 3 Ex-Officio | A citizen of Rowlett with an interest in economic development, preferably with a financial, real estate, or economic development background.                                 | Mayor & Councilmember: one-year term. Citizen: staggered two-year term. Chamber appointed: staggered two-year term. | 4 appointed by City Council (Mayor's choice, Councilmember, & 2 citizens), remaining 3 chosen by Chamber of Commerce | Duties and responsibilities of the Economic Development Advisory Board include promoting the economic development of the community through the coordinated actions of the City and the Chamber of Commerce.                                    |
| Sachse                        | 7 members                | -  | Staggered two-year terms.   | City Council   | Duties of the Board of Directors are to discuss and act upon issues involving economic development within Sachse and to manage designated sales tax proceeds in a manner consistent with Section 4B law.                                       |
| Murphy MMD                    | 5 members                | Any citizen who is interested in Economic Development, preferably with a Financial, Economic Development, or Legal background.   | Two years. Beginning in January. Not staggered.   | Council  | *  |
| Garland ED Steering Committee | 12 members               | 4 appointments from City, GSD, and Chamber.  | 1-year terms.   | *  | *  |
| Plano Staff Committee         | 7 members                | City Manager, Director of Finance, and ED Staff  | -   | -  | *  |
| Wylie                         | 5 members                | serve, or have served, as CEO of a company; serve, or have served, in a position of executive management of a company; or, serve, or have served, in a professional capacity | Staggered two-year terms, starting in July and ending in June.  | A three-member City Council panel meets applicants and then makes their nominations.                                 | Develop an overall economic development plan for the City and make recommendations to Council regarding funding priorities to assist new, prospective, and existing businesses.  |
| Heath HEDC & HMBC             | 7 members + 1 Ex-Officio | A citizen of Heath with an interest in economic development.   | Staggered two-year terms.   | City Council   | To promote positive economic growth through retention and expansion of existing business and create an environment in keeping with the goals for development of the city that will be conducive to economic growth that enhances the tax base. |
| Mesquite 4B Board             | 7 members                | -  | Two-year terms.   | City Council   | No official Mission Statement. Their purpose is to appropriate their 4B funds towards Parks and Recreation, Public Safety, and Transportation budgets.   |

There was discussion regarding extending an offer to add an ex-officio representative from Rockwall ISD. The EDAB also committed to meeting more frequently and has subsequently moved from quarterly meetings to standing monthly meetings.

**DISCUSSION**

This is a joint meeting between City staff, the EDAB, and City Council. This is a policy level discussion to further discuss the role of the Economic Development Advisory Board.

**FINANCIAL/BUDGET IMPLICATIONS**

N/A

**RECOMMENDED ACTION**

This is a discussion item for City Council.

**ATTACHMENT**

N/A



# City of Rowlett

## Staff Report

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**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 5A

### TITLE

Presentation of plaques by Mayor Todd Gottel and City Manager Brian Funderburk to employees recognized throughout the year for "Above and Beyond" Customer Service.

### STAFF REPRESENTATIVE

Brian Funderburk, City Manager

### BACKGROUND / HISTORY

The City has had this program in place for five years.

### POLICY EXPLANATION

The City of Rowlett recognizes employees for customer service above and beyond that which is considered normal and expected. Simply being courteous and efficient in one's job is the foundation of our Organizational Values. However, many City employees go above and beyond those Values and deserve to be recognized and applauded.

Rowlett's motto is "*Our Purpose is to Serve, It's the Rowlett Way!*" But this is more than a motto – all employees are charged with being customer service agents because everything we do affects our customers. At a minimum, each employee is expected to meet the following Organizational Values with regard to customer service (see Attachment 3):

- Pride
- Respect
- Accountability
- Customer Centered
- Transparency
- Integrity
- Communication
- Excellence
- Innovation
- Team Oriented

**PRACTICE IT!**

While the list above sets the minimum customer service benchmark that all employees are expected to meet, many City employees go beyond this level. Each quarter, these employees are nominated to be recognized for exceeding these Organizational Values. However, in order to qualify for formal recognition, the employee's action must meet specific guidelines that define what it means to go above and beyond in service to our customers.

The table below illustrates the kinds of actions that are considered above and beyond. Each employee who is considered for the quarterly Employee Recognition Program has met one or more of these criteria.

|   |  |
|---|--|
| <p style="text-align: center;"><b>ABOVE AND BEYOND<br/>CRITERIA</b></p> <p><i>These are the five criteria that describe "Above and Beyond" customer service ~ employees going that extra step to ensure a customer comes away with the feeling of being "WOWED". They offer employees the opportunity to serve in a way that gives customers much more than they expect.</i></p> <p><i>When these criteria are demonstrated, an employee has the potential to be recognized by a coworker, supervisor or the customer. When this happens, the City Manager will acknowledge their actions and they will also be formally recognized by the Mayor and City Council at the end of the year.</i></p> | <p><b>Advocate for Customer:</b> See the customer's need and does not 'pass the buck' or ignore the need. <i>(i.e.: PD discovers an elderly resident's AC is out while they are onsite for a welfare check. The officer onsite contacts a non-profit organization to get an AC installed.)</i></p> |
|   | <p><b>Outstanding Communication:</b> Ensure the customer's needs and issues were addressed through issue resolution.</p>   |
|   | <p><b>Be Proactive:</b> Showing the initiative to look for solutions to unique problems.</p>   |
|   | <p><b>Exceptional Teamwork:</b> Working outside of normal job function to accomplish the mission. <i>(i.e.: Crossing departmental/division lines)</i></p>  |
|   | <p><b>Pride:</b> Taking pride through action in the City of Rowlett and/or their job. <i>(i.e.: Initiating a cleanup campaign)</i></p>   |

During Fiscal Year 2015, 23 employees were recognized. While each employee met the criteria at least once during the year, some employees were recognized more than once over the year for multiple actions that met the above and beyond benchmarks.

## ATTACHMENTS

Attachment 1 – List of Employees to be recognized

Attachment 2 – Employee Recognition Certificate Template

Attachment 3 – Rowlett Way – FY2015

**HONOREES FOR "ABOVE & BEYOND"**

**EMPLOYEE RECOGNITION**

**ANDREW ALMAN**

**MATT ARNOLD**

**JOSHUA BROCK**

**RYAN CORBELLO**

**CHANCE FLECK**

**RANDY FURGUSON**

**LOLA ISOM**

**RYAN KELLERHUIS**

**EARL MAXIE**

**DAVID MAYNE**

**JEREMY MYERS**

**VEDRAN NOSIC**

**MONICA PATTERSON**

**WANDA PAVAGEAU**

**WILL PLEXICO**

**PATRICK RAY**

**FRANCO RICL**

**JOSEPH SANTOS**

**CHRIS SAWYER**

**RYAN TAYLOR**

**JULIE WARD**

**DAVID WATERS**

**WADE WILLIAMS**

*The City of Rowlett Honors & Recognizes:*

**EMPLOYEE NAME**

for Exceptional Customer Service.  
Thanks for all you do to provide  
great value to our citizens.

*You Make a Difference!*



*Our Purpose Is To Serve. It's The Rowlett Way.*

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

11-17-15  
*Date*

**OUR PURPOSE IS TO SERVE. IT'S THE ROWLETT WAY!****FY2015****ORGANIZATIONAL  
VALUES**

*The Organizational Values form the underlying core of "The Rowlett Way" and build the foundation upon which each employee can model Rowlett's unique customer-centered brand.*

*With these values, each employee has the opportunity to serve our citizens every day in a way that brings pride to their department and our City.*

*The Rowlett Way is an Organizational Imperative!*

**PRACTICE IT!**

**PRIDE** – I AM THE FACE OF ROWLETT! I AM IMPORTANT TO THE CITY! ROWLETT IS MY COMMUNITY!

**RESPECT** – I APPRECIATE THE VALUE OF EACH INDIVIDUAL AND TREAT OTHERS WITH COURTESY AND DIGNITY.

**ACCOUNTABILITY** – I AM RESPONSIBLE FOR MY ACTIONS.

**CUSTOMER CENTERED** – I AM HERE TO SERVE.

**TRANSPARENCY** – I WORK FOR THE CITIZENS OF ROWLETT. THEY HAVE A RIGHT TO KNOW.

**INTEGRITY** – I WILL ALWAYS BE TRUTHFUL AND DO THE RIGHT THING.

**COMMUNICATION** – I RECOGNIZE THAT SHARING INFORMATION IS ESSENTIAL TO MY ORGANIZATION.

**EXCELLENCE** – I WILL PERFORM MY JOB TO THE BEST OF MY ABILITIES.

**INNOVATION** – I ALWAYS LOOK FOR A BETTER WAY.

**TEAM ORIENTED** – WE ARE STRONGER AS A TEAM THAN WE ARE AS INDIVIDUALS.

**ABOVE AND BEYOND  
CRITERIA**

*These are the five criteria that describe "Above and Beyond" customer service ~ employees going that extra step to ensure a customer comes away with the feeling of being "WOWED". They offer employees the opportunity to serve in a way that gives customers much more than they expect.*

*When these criteria are demonstrated, an employee has the potential to be recognized by a coworker, supervisor or the customer. When this happens, the City Manager will acknowledge their actions and they will also be formally recognized by the Mayor and City Council at the end of the year.*

***Advocate for Customer:*** See the customer's need and does not 'pass the buck' or ignore the need. (*i.e.: PD discovers an elderly resident's AC is out while they are onsite for a welfare check. The officer onsite contacts a non-profit organization to get an AC installed.*)

***Outstanding Communication:*** Ensure the customer's needs and issues were addressed through issue resolution.

***Be Proactive:*** Showing the initiative to look for solutions to unique problems.

***Exceptional Teamwork:*** Working outside of normal job function to accomplish the mission. (*i.e.: Crossing departmental/division lines*)

***Pride:*** Taking pride through action in the City of Rowlett and/or their job. (*i.e.: Initiating a cleanup campaign*)



City of Rowlett  
Staff Report

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www.rowlett.com

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 5B

**TITLE**

Hear presentation of the Monthly Financial report for the period ending September 30, 2015.

**STAFF REPRESENTATIVE**

Kim Galvin, Director of Financial Services

**SUMMARY**

Attached is the Comprehensive Monthly Financial Report for September 2015, in accordance with the City Council's financial strategy to provide timely and accurate reporting. The fiscal year for the City of Rowlett is October 1 through September 30. Twelve months of FY2015, or 100.0% of the fiscal year is complete.

**BACKGROUND INFORMATION**

The City of Rowlett Department of Financial Services is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document that is prepared each month and is directed at providing our audience (internal and external users), with important information about the City's financial position and operations.

**DISCUSSION**

Attached is the Comprehensive Monthly Financial report for September 2015. Twelve months of FY2015, or 100.0% of the fiscal year is complete.

**Revenues:** Overall, the City has earned or received \$88.6 million for FY2015. This amount is 103.6% of the approved operating budget of \$85.5 million and is 3.5% more than forecast through the month of September.

- General Fund revenues are \$0.1 million or 0.3% higher than expected
- Utility Fund revenues are \$0.7 million or 2.5% higher than expected.

**Expenditures:** Expenses totaled \$85.0 million year-to-date for FY2015. This amount is 99.2% of the approved operating budget of \$85.7 million and is 0.8% lower than forecast through the month of September.

- General Fund expenditures are \$85 thousand or 0.2% less than expected.
- Utility Fund expenditures are \$31 thousand or 0.1% less than expected.

**Surplus:** The net surplus from operations through September is \$3.5 million, which is \$3.7 million better than expected. The adopted operating budget for the fiscal year anticipated a total decrease of \$0.2 million.

**Major issues:**

- Utility Fund revenues in total are higher than anticipated as the result of higher than expected impact fee revenue. Water and sewer charges for service, however, are actually lower than expected by a combined 3.4 percent.
  - These impact fees are being generated from increased development activity, primarily attributable to the Terra Lago and Harmony Hills projects. Staff was initially projecting to collect \$60,000 in utility impact fees in FY2015; however, as of September 30, 2015, \$1,612,572 has been collected. The revenue from these fees is to be used to support the development activity that generated these fees through capital projects, not for operating expense.
- Due to lower than projected usage during the Stage 3 water restrictions and record-breaking rainfall in May, staff performed a detailed analysis of the Utility Fund and concluded that it would be very difficult to make up enough usage in the remaining summer months to hit our target. As a result, staff recommended, and the Council approved on July 21, 2015, a two-fold approach to manage this issue for the remainder of FY2015 as follows:
  - Amend the budget by \$1,086,700, made up of \$736,386 in water revenue and \$350,314 in sewer revenue, by reducing expenses and eliminating the \$543,318 surplus buffer budgeted in FY2015.
  - Set aside \$400,000 from the amount allocated to the Utility Fund Cash CIP. If we hit our target in the remaining months, this amount will be reinstated for ongoing projects. If the target is missed, then this amount will be used to cover any additional shortfall. **Note: the City did not hit its target for the Utility Fund. As a result, there is a final budget amendment for FY2015 on the agenda for November 17, 2015, to lower revenues and expenses by \$500,000.**
- Additionally, to strengthen the fund balance of the Utility System, staff has developed a two-year strategy primarily based on reducing the amount allocated to the Utility Fund Cash CIP and deferring a planned bond issuance.

**FINANCIAL/BUDGET IMPLICATIONS**

N/A

**RECOMMENDED ACTION**

Information only. The Comprehensive Monthly Financial Report – September 30, 2015 is attached to this agenda item as Attachment 1.

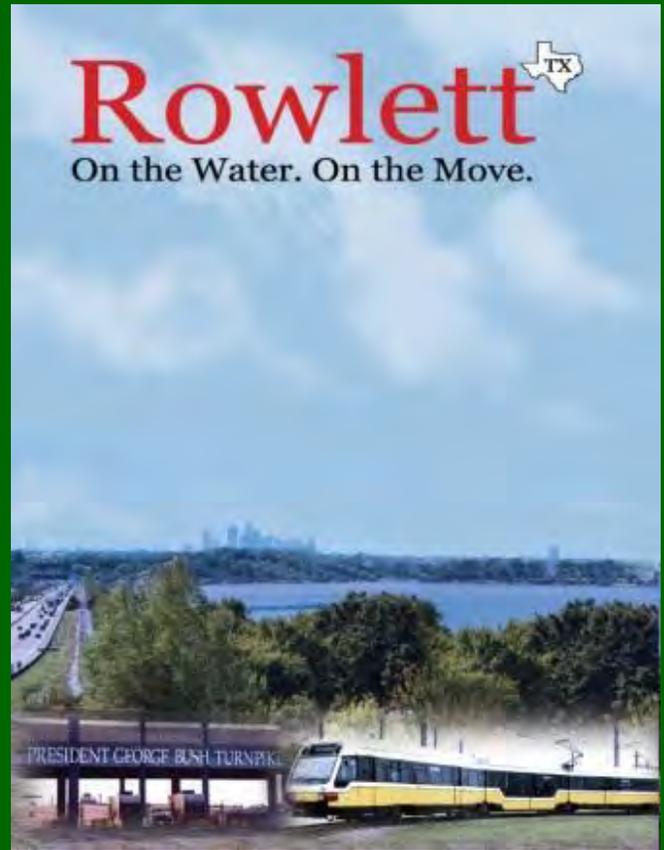
**ATTACHMENT**

Attachment 1 – Comprehensive Monthly Financial Report – September 30, 2015



**Comprehensive  
Monthly  
Financial Report**

**September 2015**





# MONTHLY FINANCIAL REPORT

## PERFORMANCE AT A GLANCE

**September 2015**

|                              | YEAR TO DATE | REFERENCE |
|------------------------------|--------------|-----------|
| ALL FUNDS SUMMARY            | POSITIVE     | Page 4    |
| GENERAL FUND REV VS EXP      | POSITIVE     | Page 5    |
| PROPERTY TAXES               | WARNING      | Page 5    |
| SALES TAXES                  | POSITIVE     | Page 6    |
| FRANCHISE FEES               | POSITIVE     | Page 6    |
| UTILITY FUND REV VS EXP      | POSITIVE     | Page 7    |
| SEWER REVENUES               | POSITIVE     | Page 7    |
| WATER REVENUES               | WARNING      | Page 8    |
| WATER USAGE                  | WARNING      | Page 8    |
| REFUSE FUND REV VS EXP       | POSITIVE     | Page 9    |
| DRAINAGE FUND REV VS EXP     | POSITIVE     | Page 9    |
| DEBT SERVICE FUND REV VS EXP | POSITIVE     | Page 10   |
| EMPLOYEE BENEFITS REV VS EXP | POSITIVE     | Page 10   |

## PERFORMANCE INDICATORS

**POSITIVE**

= Positive variance or negative variance < 1% compared to seasonal trends.

**WARNING**

= Negative variance of 1-5% compared to seasonal trends

**NEGATIVE**

= Negative variance of >5% compared to seasonal trends.



## ECONOMIC INDICATORS

September 30, 2015 – NEWS FOR YOU

### ECONOMY

#### National GDP:

GDP - the output of goods and services produced by labor and property located in the US – increased at a rate of 1.5% in the 3rd quarter of 2015 after increasing 3.9% in the 2nd quarter of 2015 as reported by the Bureau of Economic Analysis. The third-quarter increase mainly reflected an increase in consumer spending. Spending on services increased, notably on health care.

#### Texas Retail Sales:

Texas retail sales totaled \$41.2 billion for the month of Aug., a decrease of \$0.7 billion (1.7%) over Aug. 2014.

#### Texas Leading Index:

The Texas Leading Index is a single summary statistic that sheds light on the future of the state's economy. The index is a composite of eight leading indicators—those that tend to change direction before the overall economy. The index decreased 1.4% between the months of July and August.

### UNEMPLOYMENT

#### National Unemployment:

The national unemployment rate remained 5.1% in both August and September.

#### State-Wide:

The Texas unemployment rate increased from 4.1% in August to 4.2% in September.

#### Rowlett:

The City of Rowlett unemployment rate increased between August and September from 3.7% to 3.8%. Note – city unemployment rates are not seasonally adjusted.

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**Surplus:** The net surplus from operations through September is \$3.5 million which is \$3.7 million better than expected. The adopted operating budget for the fiscal year anticipated a total decrease of \$0.2 million.

### NOTEWORTHY

#### KIDS KINGDOM UPDATE:

##### **Fundraiser: Pickets for Sale!**

One of the main components of that effort is the sale of engraved fence pickets, which will decorate the fence outlining Kids Kingdom, when complete. Donors may choose to have their name, their children's, their business or even a treasured pet's names engraved on their picket. These pickets are \$50 each.

##### **Build Week: November 30 – December 6**

Many, many volunteers are needed to build this magical playground, so please consider sharing your excitement, expertise and experience!



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**BUDGET SUMMARY OF ALL FUNDS FY2015**

|   | 2015<br><u>Budget</u> | 2015<br><u>Forecast</u> | 2015<br><u>Year-to-Date</u> | <u>Variance</u> |
|---|-----------------------|-------------------------|-----------------------------|-----------------|
| <b>Beginning Reserves</b>                   | \$ 17,438,670         | \$ 13,025,520           | \$ 13,025,520               | 0.0%            |
| <b>Revenues:</b>                            |                       |                         |                             |                 |
| General                                     | 37,764,467            | 37,764,467              | 37,890,877                  | 0.3%            |
| Water & sewer                               | 27,518,760            | 27,518,760              | 28,202,108                  | 2.5%            |
| Debt service                                | 7,783,232             | 7,783,232               | 8,235,619                   | 5.8%            |
| Drainage                                    | 1,346,939             | 1,346,939               | 1,342,885                   | -0.3%           |
| Refuse                                      | 4,699,097             | 4,699,097               | 4,915,148                   | 4.6%            |
| Employee health benefits                    | 4,405,117             | 4,405,117               | 4,169,788                   | -5.3%           |
| Impact fees                                 | 44,357                | 44,357                  | 1,431,309                   | 3126.8%         |
| Police seizure                              | 100,550               | 100,550                 | 100,033                     | -0.5%           |
| Economic development                        | 983,694               | 983,694                 | 982,995                     | -0.1%           |
| Hotel/motel tax                             | 47,752                | 47,752                  | 77,575                      | 62.5%           |
| P.E.G.                                      | 85,042                | 85,042                  | 182,708                     | 114.8%          |
| Grants                                      | 73,792                | 73,792                  | 324,782                     | 340.1%          |
| Community Development Block Grant           | 186,209               | 186,209                 | 220,305                     | 18.3%           |
| Inspection Fees Fund                        | 169,333               | 169,333                 | 133,032                     | -21.4%          |
| Juvenile diversion                          | 33,281                | 33,281                  | 33,841                      | 1.7%            |
| Court technology                            | 26,936                | 26,936                  | 28,362                      | 5.3%            |
| Court security                              | 20,035                | 20,035                  | 21,224                      | 5.9%            |
| Golf course                                 | 256,564               | 256,564                 | 287,283                     | 12.0%           |
| <b>Total Revenues</b>                       | \$ 85,545,157         | \$ 85,545,157           | \$ 88,579,874               | 3.5%            |
| <b>Expenses:</b>                            |                       |                         |                             |                 |
| General                                     | 37,688,061            | 37,688,060              | 37,603,181                  | -0.2%           |
| Water & sewer                               | 27,018,760            | 27,018,760              | 26,988,190                  | -0.1%           |
| Debt service                                | 7,783,232             | 7,783,232               | 7,734,515                   | -0.6%           |
| Drainage                                    | 1,318,500             | 1,318,500               | 1,240,663                   | -5.9%           |
| Refuse                                      | 4,657,232             | 4,657,232               | 4,816,270                   | 3.4%            |
| Employee health benefits                    | 4,337,523             | 4,337,523               | 3,832,278                   | -11.6%          |
| Impact fees                                 | 916,238               | 916,238                 | 159,487                     | -82.6%          |
| Police seizure                              | 350,550               | 350,550                 | 526,906                     | 50.3%           |
| Economic development                        | 436,593               | 436,593                 | 406,961                     | -6.8%           |
| Hotel/motel tax                             | 42,749                | 42,749                  | 91,029                      | 112.9%          |
| P.E.G.                                      | 113,142               | 113,142                 | 42,054                      | -62.8%          |
| Grants                                      | 71,434                | 71,434                  | 324,782                     | 354.7%          |
| Community Development Block Grant           | 186,209               | 186,209                 | 220,305                     | 18.3%           |
| Inspection Fees Fund                        | 115,760               | 115,760                 | 73,867                      | -36.2%          |
| Juvenile diversion                          | 34,399                | 34,399                  | 30,664                      | -10.9%          |
| Court technology                            | 49,005                | 49,005                  | 134,167                     | 173.8%          |
| Court security                              | 23,989                | 23,989                  | 32,263                      | 34.5%           |
| Golf course                                 | 559,025               | 559,025                 | 778,357                     | 39.2%           |
| <b>Total Expenses</b>                       | \$ 85,702,401         | \$ 85,702,401           | \$ 85,035,940               | -0.8%           |
| <b>Current Year<br/>Surplus/(Shortfall)</b> | \$ (157,244)          | \$ (157,244)            | \$ 3,543,935                | -2353.8%        |
| <b>Ending Reserves</b>                      | \$ 17,281,426         | \$ 12,868,276           | \$ 16,569,454               | 28.8%           |

|          |
|----------|
| Positive |
| Warning  |
| Negative |

Positive variance or negative variance <1% compared to forecast  
 Negative variance between 1%-5% compared to forecast  
 Negative variance >5% compared to forecast

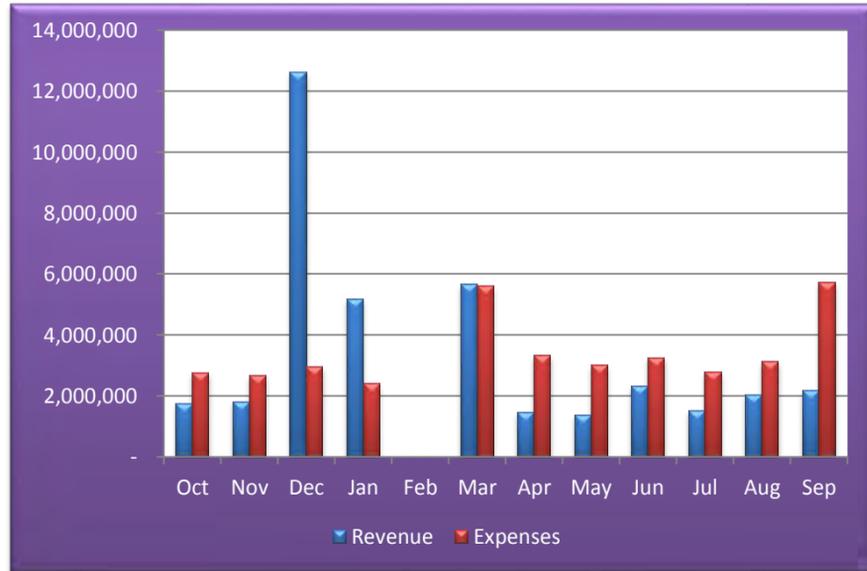


**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**OVERALL FUND PERFORMANCE**

**GENERAL FUND REVENUES VS EXPENSES FY2015**

| Month                        | 2015 Revenue         | 2015 Expenses        | Monthly Variance  |
|------------------------------|----------------------|----------------------|-------------------|
| Oct                          | 1,734,785            | 2,759,381            | \$ (1,024,596)    |
| Nov                          | 1,807,432            | 2,671,992            | (864,560)         |
| Dec                          | 12,610,694           | 2,938,279            | 9,672,416         |
| Jan                          | 5,184,121            | 2,416,012            | 2,768,108         |
| Feb                          | -                    | -                    | -                 |
| Mar                          | 5,664,737            | 5,594,393            | 70,344            |
| Apr                          | 1,462,874            | 3,331,111            | (1,868,237)       |
| May                          | 1,377,737            | 2,995,627            | (1,617,890)       |
| Jun                          | 2,313,029            | 3,261,014            | (947,985)         |
| Jul                          | 1,516,773            | 2,785,749            | (1,268,977)       |
| Aug                          | 2,038,857            | 3,133,155            | (1,094,298)       |
| Sep                          | 2,179,837            | 5,716,467            | (3,536,631)       |
| <b>Total</b>                 | <b>\$ 37,890,877</b> | <b>\$ 37,603,181</b> | <b>\$ 287,696</b> |
| <b>Cumulative Forecast</b>   | <b>\$ 37,764,467</b> | <b>\$ 37,688,060</b> | <b>\$ 76,407</b>  |
| <b>Actual to Forecast \$</b> | <b>\$ 126,410</b>    | <b>\$ (84,879)</b>   | <b>\$ 211,289</b> |
| <b>Actual to Forecast %</b>  | <b>0.3%</b>          | <b>-0.2%</b>         |                   |



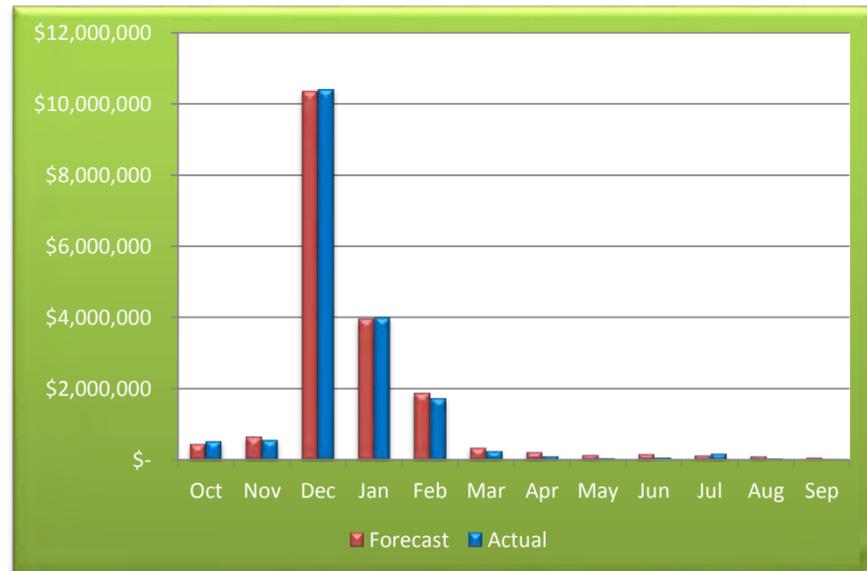
**Positive**

Cumulatively overall, the General Fund is as than expected for this fiscal year, with revenues 0.3% above budget and expenses 0.2% below budget.

**REVENUE ANALYSIS**

**PROPERTY TAXES FY2015**

| Month                     | 2015 Forecast        | 2015 Actual          | Monthly Variance    |
|---------------------------|----------------------|----------------------|---------------------|
| Oct                       | \$ 454,997           | \$ 526,146           | \$ 71,149           |
| Nov                       | 658,035              | 556,508              | (101,527)           |
| Dec                       | 10,362,155           | 10,407,110           | 44,955              |
| Jan                       | 3,986,347            | 3,994,425            | 8,078               |
| Feb                       | 1,884,055            | 1,729,174            | (154,881)           |
| Mar                       | 340,621              | 243,070              | (97,551)            |
| Apr                       | 216,375              | 96,413               | (119,962)           |
| May                       | 138,080              | 54,281               | (83,799)            |
| Jun                       | 164,504              | 58,969               | (105,535)           |
| Jul                       | 119,972              | 177,132              | 57,160              |
| Aug                       | 104,988              | 34,254               | (70,734)            |
| Sep                       | 58,993               | 21,283               | (37,710)            |
| <b>Total</b>              | <b>\$ 18,489,122</b> | <b>\$ 17,898,765</b> | <b>\$ (590,357)</b> |
| <b>Actual to Forecast</b> |                      |                      | <b>-3.2%</b>        |



**Warning**

Property taxes represents nearly 50% of the total General Fund revenue budget and serves as the primary funding source for the general government. They are generally collected in December and January of each year. Cumulatively overall, property tax revenues are 3.2% lower than budgetd for this fiscal year.

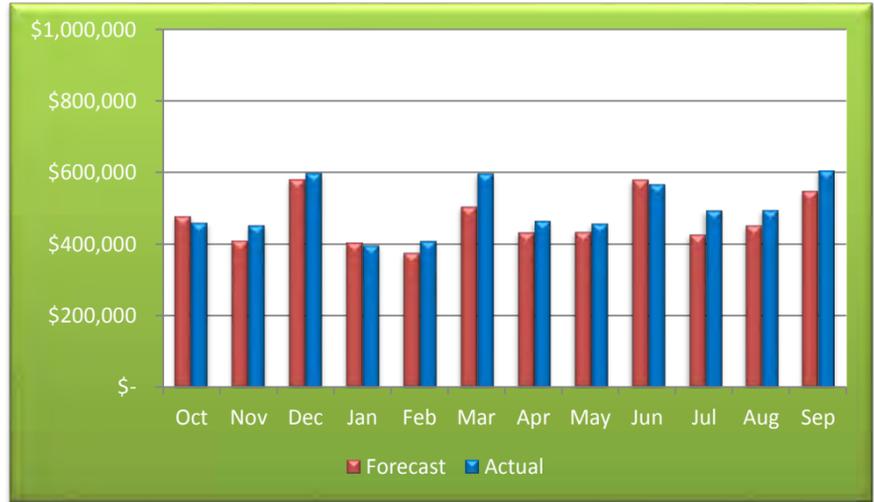


**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**REVENUE ANALYSIS**

**SALES TAXES FY2015**

| Month                     | 2015 Forecast       | 2015 Actual         | Monthly Variance  |
|---------------------------|---------------------|---------------------|-------------------|
| Oct                       | \$ 478,504          | \$ 460,063          | \$ (18,441)       |
| Nov                       | 410,264             | 452,581             | 42,317            |
| Dec                       | 581,282             | 598,257             | 16,975            |
| Jan                       | 405,356             | 396,499             | (8,857)           |
| Feb                       | 376,136             | 408,413             | 32,277            |
| Mar                       | 504,779             | 597,027             | 92,248            |
| Apr                       | 432,807             | 464,601             | 31,794            |
| May                       | 434,829             | 457,500             | 22,671            |
| Jun                       | 579,529             | 566,827             | (12,702)          |
| Jul                       | 427,562             | 494,168             | 66,606            |
| Aug                       | 452,415             | 494,464             | 42,049            |
| Sep                       | 548,190             | 605,088             | 56,898            |
| <b>Total</b>              | <b>\$ 5,631,653</b> | <b>\$ 5,995,489</b> | <b>\$ 363,836</b> |
| <i>Actual to Forecast</i> |                     |                     | 6.5%              |



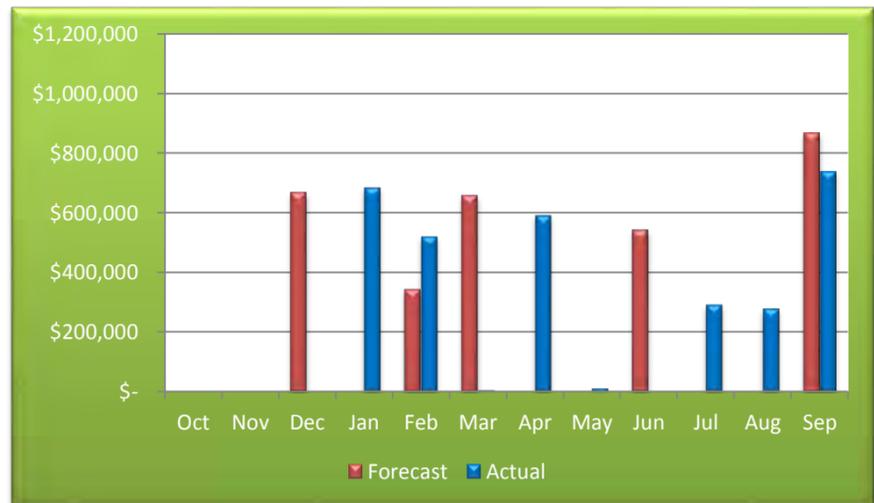
**Positive**

Sales tax is an important indicator of financial health for the Rowlett community. Sales taxes are collected by the State Comptroller and are recorded two months later. Overall, sales tax revenues are 6.5% higher than budgetd for this fiscal year.

**REVENUE ANALYSIS**

**FRANCHISE FEES FY2015**

| Month                     | 2015 Forecast       | 2015 Actual         | Monthly Variance |
|---------------------------|---------------------|---------------------|------------------|
| Oct                       | \$ -                | \$ -                | \$ -             |
| Nov                       | -                   | 214                 | 214              |
| Dec                       | 667,417             | -                   | (667,417)        |
| Jan                       | -                   | 683,614             | 683,614          |
| Feb                       | 343,788             | 519,339             | 175,551          |
| Mar                       | 656,587             | 4,369               | (652,218)        |
| Apr                       | -                   | 589,708             | 589,708          |
| May                       | -                   | 10,131              | 10,131           |
| Jun                       | 543,057             | -                   | (543,057)        |
| Jul                       | -                   | 290,866             | 290,866          |
| Aug                       | -                   | 278,479             | 278,479          |
| Sep                       | 867,119             | 739,040             | (128,079)        |
| <b>Total</b>              | <b>\$ 3,077,966</b> | <b>\$ 3,115,761</b> | <b>\$ 37,795</b> |
| <i>Actual to Forecast</i> |                     |                     | 1.2%             |



**Positive**

Franchise fees represents nearly 10% of the total General Fund budget and include electric, gas, cable and telecommunications. Most fees are paid quarterly with natural gas being paid yearly in February. Natural gas franchise fee was 51.1% higher than expected. Overall, franchise fees are 1.2% higher than expected.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**OVERALL FUND PERFORMANCE**

**UTILITY FUND REVENUES VS EXPENSES FY2015**

| <u>Month</u>                 | <u>2015<br/>Revenue</u> | <u>2015<br/>Expenses</u> | <u>Monthly<br/>Variance</u> |
|------------------------------|-------------------------|--------------------------|-----------------------------|
| Oct                          | 2,523,628               | 1,923,448                | \$ 600,179                  |
| Nov                          | 2,371,585               | 1,871,254                | 500,331                     |
| Dec                          | 2,199,908               | 2,022,527                | 177,381                     |
| Jan                          | 2,071,743               | 1,921,446                | 150,298                     |
| Feb                          | -                       | -                        | -                           |
| Mar                          | 4,162,568               | 7,533,495                | (3,370,927)                 |
| Apr                          | 2,319,497               | 1,957,159                | 362,338                     |
| May                          | 1,981,222               | 1,833,178                | 148,044                     |
| Jun                          | 2,056,178               | 2,076,172                | (19,993)                    |
| Jul                          | 2,843,221               | 1,958,034                | 885,187                     |
| Aug                          | 2,537,741               | 1,971,227                | 566,514                     |
| Sep                          | 3,134,815               | 1,920,249                | 1,214,566                   |
| <b>Total</b>                 | <b>\$ 28,202,108</b>    | <b>\$ 26,988,190</b>     | <b>\$ 1,213,918</b>         |
| <b>Cumulative Forecast</b>   | <b>\$ 27,518,760</b>    | <b>\$ 27,018,760</b>     | <b>\$ 500,000</b>           |
| <b>Actual to Forecast \$</b> | <b>\$ 683,348</b>       | <b>\$ (30,570)</b>       | <b>\$ 713,918</b>           |
| <b>Actual to Forecast</b>    | <b>2.5%</b>             | <b>-0.1%</b>             |                             |



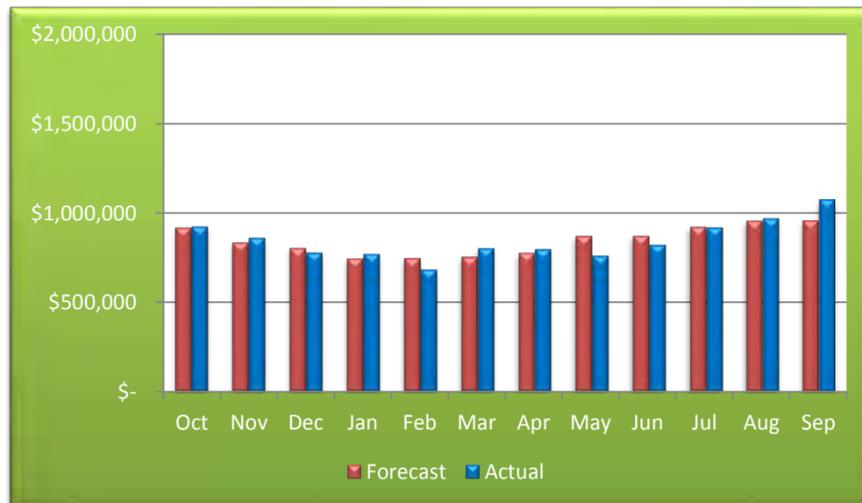
Positive

Utility fund revenues are 2.5% higher than expected as a result of higher than expected impact fees net lower than expected water and sewer revenues. Expenses are 0.1% less than expected for the fiscal year. The fund makes semi-annual debt payments in March and September.

**REVENUE ANALYSIS**

**SEWER REVENUES FY2015**

| <u>Month</u>              | <u>2015<br/>Forecast</u> | <u>2015<br/>Actual</u> | <u>Monthly<br/>Variance</u> |
|---------------------------|--------------------------|------------------------|-----------------------------|
| Oct                       | \$ 916,365               | \$ 919,190             | \$ 2,825                    |
| Nov                       | 833,754                  | 855,352                | 21,597                      |
| Dec                       | 802,473                  | 772,784                | (29,688)                    |
| Jan                       | 744,348                  | 766,420                | 22,071                      |
| Feb                       | 745,497                  | 679,354                | (66,143)                    |
| Mar                       | 753,752                  | 796,213                | 42,461                      |
| Apr                       | 775,606                  | 791,597                | 15,990                      |
| May                       | 870,292                  | 755,162                | (115,130)                   |
| Jun                       | 869,921                  | 816,984                | (52,937)                    |
| Jul                       | 920,105                  | 912,597                | (7,507)                     |
| Aug                       | 954,769                  | 963,349                | 8,580                       |
| Sep                       | 956,485                  | 1,072,098              | 115,613                     |
| <b>Total</b>              | <b>\$ 10,143,368</b>     | <b>\$ 10,101,099</b>   | <b>\$ (42,269)</b>          |
| <b>Actual to Forecast</b> |                          |                        | <b>-0.4%</b>                |



Positive

Sewer sales represent over 40% of the Utility Fund budget and cover the cost of sewer treatment paid to City of Garland. Cumulatively overall, sewer revenues are 0.4% lower than budget for the fiscal year.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**REVENUE ANALYSIS**

**WATER REVENUES FY2015**

| Month                     | 2015 Forecast        | 2015 Actual          | Monthly Variance    |
|---------------------------|----------------------|----------------------|---------------------|
| Oct                       | \$ 1,591,776         | \$ 1,451,221         | \$ (140,555)        |
| Nov                       | 1,346,151            | 1,343,838            | (2,313)             |
| Dec                       | 1,225,508            | 1,182,809            | (42,699)            |
| Jan                       | 1,044,611            | 1,162,524            | 117,913             |
| Feb                       | 1,057,784            | 1,045,383            | (12,401)            |
| Mar                       | 1,082,048            | 1,203,771            | 121,722             |
| Apr                       | 1,133,210            | 1,126,605            | (6,605)             |
| May                       | 1,361,568            | 1,017,128            | (344,440)           |
| Jun                       | 1,402,780            | 1,103,062            | (299,718)           |
| Jul                       | 1,593,044            | 1,814,632            | 221,588             |
| Aug                       | 1,827,396            | 1,203,204            | (624,192)           |
| Sep                       | 1,790,796            | 1,933,297            | 142,501             |
| <b>Total</b>              | <b>\$ 16,456,672</b> | <b>\$ 15,587,473</b> | <b>\$ (869,199)</b> |
| <b>Actual to Forecast</b> |                      |                      | <b>-5.3%</b>        |



**Warning**

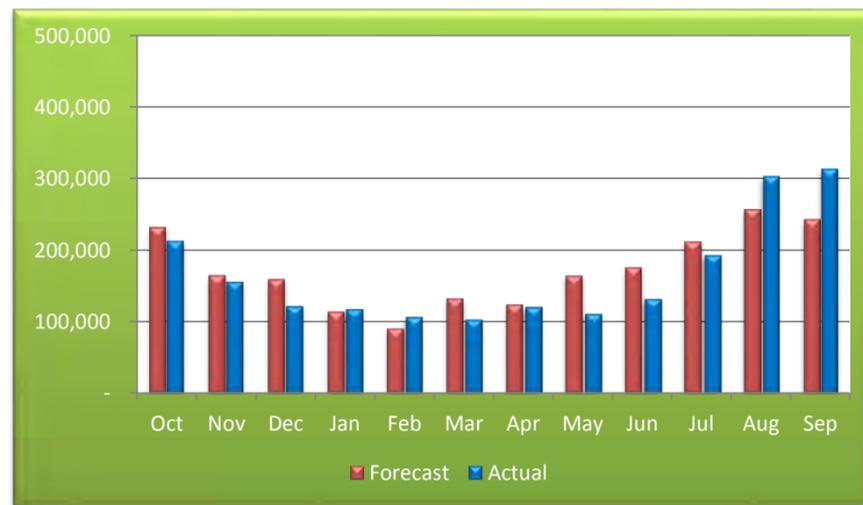
Water sales represent just over 50% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District. Water revenues are 5.3% less than budget for this fiscal year.

**REVENUE ANALYSIS**

**WATER USAGE FY2015**

| Month                     | 2015 Forecast    | 2015 Actual      | Monthly Variance |
|---------------------------|------------------|------------------|------------------|
| Oct                       | 230,714          | 212,743          | (17,971)         |
| Nov                       | 164,000          | 155,467          | (8,533)          |
| Dec                       | 158,656          | 121,571          | (37,085)         |
| Jan                       | 113,907          | 117,372          | 3,465            |
| Feb                       | 90,108           | 106,758          | 16,650           |
| Mar                       | 132,116          | 103,031          | (29,085)         |
| Apr                       | 123,449          | 120,442          | (3,007)          |
| May                       | 163,827          | 111,168          | (52,659)         |
| Jun                       | 175,086          | 131,780          | (43,306)         |
| Jul                       | 211,170          | 192,582          | (18,588)         |
| Aug                       | 255,754          | 302,948          | 47,194           |
| Sep                       | 241,994          | 313,179          | 71,185           |
| <b>Total</b>              | <b>2,060,780</b> | <b>1,989,041</b> | <b>(71,739)</b>  |
| <b>Actual to Forecast</b> |                  |                  | <b>-3.5%</b>     |

(IN THOUSAND GALLONS)



**Warning**

The City purchases its water from the North Texas Municipal Water District. Customer usage in September is 29.4% higher than forecast, but cumulatively usage is 3.5% lower than the revised forecast for the year. The contract with NTMWD requires the City to pay for a minimum of 3.2 billion gallons of water per year.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**OVERALL FUND PERFORMANCE**

**REFUSE FUND REVENUES VS EXPENSES FY2015**

| Month                        | 2015 Revenue        | 2015 Expenses       | Monthly Variance |
|------------------------------|---------------------|---------------------|------------------|
| Oct                          | 402,012             | 389,513             | \$ 12,499        |
| Nov                          | 402,813             | 408,017             | (5,204)          |
| Dec                          | 414,147             | 393,290             | 20,857           |
| Jan                          | 410,278             | 396,377             | 13,901           |
| Feb                          | 411,625             | 371,957             | 39,668           |
| Mar                          | 411,625             | 371,957             | 39,668           |
| Apr                          | 407,277             | 396,813             | 10,464           |
| May                          | 411,116             | 397,536             | 13,580           |
| Jun                          | 411,099             | 401,188             | 9,911            |
| Jul                          | 409,888             | 406,561             | 3,327            |
| Aug                          | 395,635             | 399,096             | (3,461)          |
| Sep                          | 427,635             | 483,965             | (56,330)         |
| <b>Total</b>                 | <b>\$ 4,915,148</b> | <b>\$ 4,816,270</b> | <b>\$ 98,879</b> |
| <b>Cumulative Forecast</b>   | <b>\$ 4,699,097</b> | <b>\$ 4,657,232</b> | <b>\$ 41,865</b> |
| <b>Actual to Forecast \$</b> | <b>\$ 216,051</b>   | <b>\$ 159,038</b>   | <b>\$ 57,014</b> |
| <b>Actual to Forecast</b>    | <b>4.6%</b>         | <b>3.4%</b>         |                  |



Positive

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are 4.6% higher than budget, and expenses are 3.4% higher than budget.

**OVERALL FUND PERFORMANCE**

**DRAINAGE FUND REVENUES VS EXPENSES FY2015**

| Month                        | 2015 Revenue        | 2015 Expenses       | Monthly Variance  |
|------------------------------|---------------------|---------------------|-------------------|
| Oct                          | 110,599             | 67,145              | \$ 43,454         |
| Nov                          | 111,354             | 72,873              | 38,481            |
| Dec                          | 111,572             | 66,014              | 45,558            |
| Jan                          | 112,079             | 67,593              | 44,486            |
| Feb                          | 111,715             | 205,389             | (93,674)          |
| Mar                          | 111,715             | 205,389             | (93,674)          |
| Apr                          | 111,925             | 83,177              | 28,748            |
| May                          | 112,284             | 76,064              | 36,220            |
| Jun                          | 112,974             | 88,538              | 24,436            |
| Jul                          | 111,462             | 63,701              | 47,761            |
| Aug                          | 107,502             | 148,224             | (40,722)          |
| Sep                          | 117,704             | 96,556              | 21,147            |
| <b>Total</b>                 | <b>\$ 1,342,885</b> | <b>\$ 1,240,663</b> | <b>\$ 102,221</b> |
| <b>Cumulative Forecast</b>   | <b>\$ 1,346,939</b> | <b>\$ 1,318,500</b> | <b>\$ 28,439</b>  |
| <b>Actual to Forecast \$</b> | <b>\$ (4,054)</b>   | <b>\$ (77,837)</b>  | <b>\$ 73,782</b>  |
| <b>Actual to Forecast</b>    | <b>-0.3%</b>        | <b>-5.9%</b>        |                   |



Positive

The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Cumulatively overall, the fund is better than expected for the year, with revenues 0.3% lower than budget but expenses 5.9% lower than budget.

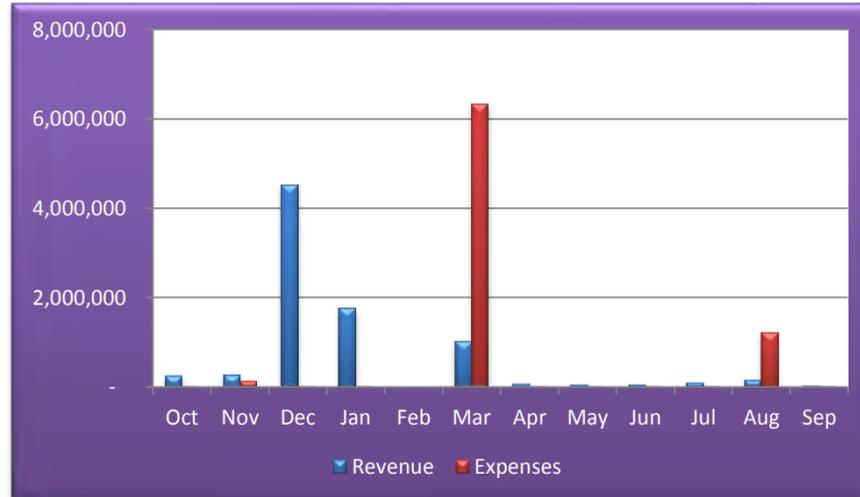


**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2015**

**OVERALL FUND PERFORMANCE**

**DEBT SERVICE FUND REVENUES VS EXPENSES FY2015**

| Month                        | 2015<br>Revenue     | 2015<br>Expenses    | Monthly<br>Variance |
|------------------------------|---------------------|---------------------|---------------------|
| Oct                          | 249,127             | 10,468              | \$ 238,659          |
| Nov                          | 261,982             | 129,846             | 132,136             |
| Dec                          | 4,512,111           | 7,928               | 4,504,183           |
| Jan                          | 1,753,063           | 11,311              | 1,741,752           |
| Feb                          | -                   | -                   | -                   |
| Mar                          | 1,020,513           | 6,324,674           | (5,304,161)         |
| Apr                          | 62,873              | 2,108               | 60,765              |
| May                          | 43,688              | 633                 | 43,055              |
| Jun                          | 45,840              | 10,271              | 35,568              |
| Jul                          | 103,233             | 12,943              | 90,290              |
| Aug                          | 163,022             | 1,212,672           | (1,049,650)         |
| Sep                          | 20,167              | 11,661              | 8,506               |
| <b>Total</b>                 | <b>\$ 8,235,619</b> | <b>\$ 7,734,515</b> | <b>\$ 501,103</b>   |
| <b>Cumulative Forecast</b>   | <b>\$ 7,783,232</b> | <b>\$ 7,783,232</b> | <b>\$ (0)</b>       |
| <b>Actual to Forecast \$</b> | <b>\$ 452,387</b>   | <b>\$ (48,717)</b>  | <b>\$ 501,103</b>   |
| <b>Actual to Forecast</b>    | <b>5.8%</b>         | <b>-0.6%</b>        |                     |



Positive

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Overall, the fund is better than expected, with revenues 5.8% higher than budget and expenses 0.6% lower than budget. The fund pays conduit debt in November and makes other semi-annual debt payments in February and August.

**OVERALL FUND PERFORMANCE**

**EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2015**

| Month                        | 2015<br>Revenue     | 2015<br>Expenses    | Monthly<br>Variance |
|------------------------------|---------------------|---------------------|---------------------|
| Oct                          | 419,181             | 447,218             | \$ (28,037)         |
| Nov                          | 291,239             | 249,946             | 41,293              |
| Dec                          | 354,624             | 332,130             | 22,494              |
| Jan                          | 358,108             | 202,278             | 155,830             |
| Feb                          | -                   | -                   | -                   |
| Mar                          | 722,117             | 579,469             | 142,648             |
| Apr                          | 357,464             | 348,042             | 9,422               |
| May                          | 366,762             | 356,845             | 9,917               |
| Jun                          | 362,578             | 368,259             | (5,681)             |
| Jul                          | 357,184             | 334,018             | 23,166              |
| Aug                          | 345,709             | 247,464             | 98,246              |
| Sep                          | 234,821             | 366,610             | (131,788)           |
| <b>Total</b>                 | <b>\$ 4,169,788</b> | <b>\$ 3,832,278</b> | <b>\$ 337,509</b>   |
| <b>Cumulative Forecast</b>   | <b>\$ 4,405,117</b> | <b>\$ 4,337,523</b> | <b>\$ 67,594</b>    |
| <b>Actual to Forecast \$</b> | <b>\$ (235,329)</b> | <b>\$ (505,245)</b> | <b>\$ 269,915</b>   |
| <b>Actual to Forecast</b>    | <b>-5.3%</b>        | <b>-11.6%</b>       |                     |



Positive

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured fund. Overall, revenues are 5.3% lower than budget and expenses are 11.6% lower than budget. Revenues reflect lower than expected premium payments due to vacancies and plan choices, and expenses are lower due to lower than expected claims.



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

4000 Main Street  
P.O. Box 99  
Rowlett, TX 75080-0099  
[www.rowlett.com](http://www.rowlett.com)

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**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 5C

**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:** 11/17/15

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the November 3, 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 November 3, 2015, City Council Regular Meeting.

**ATTACHMENT**

11-03-15 City Council Regular 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, November 3, 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.

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

#### 1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:01 p.m.

#### 2. EXECUTIVE SESSION

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to discuss with and to receive legal advice from the City Attorney regarding pending litigation entitled City of Rowlett v. KMS Retail Rowlett. (15 minutes)

In 6:01 p.m. Out 6:20 p.m.

#### 3. WORK SESSION (6:15 P.M.) \* Times listed are approximate.

- 3A.** Year-end Update from the City Manager for FY2015. (45 minutes)

Brian Funderburk, City Manager, presented the report, reviewing the five goals of the Organizational Work Plan, which included: current/upcoming projects of \$500 million in private development, \$1 billion Bayside development, increased property values, reviewed community activities and relationships, Kids Kingdom rebuild, the City's Wellness Program and health care, the Utility Fund – water restrictions and increased water bills over the summer, accreditation of City departments, Economic Development, Community Enhancement Program, and the successful Bond Election.

Council expressed their congratulations to Mr. Funderburk and City staff for having accomplished so much over the past year.

**3B.** Discuss City Hall monument sign. (25 minutes)

**4. DISCUSS CONSENT AGENDA ITEMS**

Councilmember Sheffield asked that items 7C, 7D, and 7E be pulled for individual consideration.

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

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

Council reconvened at 7:30 p.m.

Members of the Lake Cities Chorale performed the National Anthem.

**INVOCATION** – Michael Hankins, Church in the City

**PLEDGE OF ALLEGIANCE**

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

## **5. PRESENTATIONS AND PROCLAMATIONS**

- 5A.** Presentation of a Proclamation to the Parks and Recreation Department for the recognition and celebration of Arbor Day.

Councilmember van Bloemendaal presented the proclamation to Jermel Stevenson, Director of Parks and Recreation. Mayor Gottel then thanked Mr. Stevenson for his years of service to the City of Rowlett as he departs to head up the Parks Department in the City of Garland.

- 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, November 17<sup>th</sup> & December 1<sup>st</sup>. P & Z meetings - Next regular meeting will be held Tuesday, November 10<sup>th</sup> & 24<sup>th</sup> in the City Hall Conference Room at 6:30pm. Charter Review Commission - Next meeting on Wednesday, November 11<sup>th</sup> at 6pm in the City Hall Conference Room. Rowlett Library - Library Visioning Task Force meets Wednesday, November 11<sup>th</sup>, 6:30pm in the Annex Conference Room. Upcoming events: Saturday Movies: November 7<sup>th</sup> & November 21<sup>st</sup>, 2PM @ RCC. Parks and Recreation - Kids Kingdom - Kids Kingdom Playground Committee meets weekly on Tuesday evenings at RCC; for more information check on the City's website on the home page, Rebuild Kids Kingdom! Selling fence pickets now – for the price \$50 each. Volunteers needed!! Sign up now for “build week” – Nov. 30 – Dec. 6. Arbor Day ceremony – Saturday, November 7<sup>th</sup> @ 9am – Isaac Scruggs Park. Veterans Day ceremony – Wednesday, November 11<sup>th</sup> @ 11am @ RCC. Main Street Fest and Holiday parade – Saturday, December 12<sup>th</sup> from 3pm – 7pm in Pecan Grove Park. Activities for Seniors: Senior health checks – Tuesday, November 10<sup>th</sup> @ RCC & Medicare seminar @ 10am. Senior potluck lunch social - second Thursday of the month; 11:30am at RCC; November 12<sup>th</sup> is the next lunch. Lunch around town - fourth Tuesday of the month @ 11:30 am; November 24<sup>th</sup> next date. City offices closed for Thanksgiving holiday - Thursday and Friday, November 26<sup>th</sup> & 27<sup>th</sup>. Waste Management is closed on Thanksgiving Day, November 26<sup>th</sup>, trash and recycle pickup will be delayed one day. City of Rowlett is SOCIAL - The City has facebook pages for all departments now – City's main page, Library, Public Works, Parks & Recreation, Fire Department and Police Department. Like us and keep up with current happenings in the City! Animal Shelter - Low cost vaccine clinic at Animal Shelter – Saturday, November 20<sup>th</sup>, 1 – 3pm. Located at 4402 Industrial Street. Shelter is open Monday – Saturday, 10am – 5pm.

Mr. van Bloemendaal announced a Job Fair to be held at the RCC on November 20<sup>th</sup> from 9:00am-1:00pm. Further information can be found on the City's website.

Animal Shelter staff brought Java, a pit bull mix, who is one of the many animals available for adoption at the Animal Shelter.

**6. CITIZENS' INPUT**

There were no speakers.

**7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the October 20, 2015, City Council Regular Meeting.

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

- 7B.** Consider action to approve a resolution authorizing the final acceptance and release of retainage for the Westwood Circle Drainage Improvements Project (DR2104) in the amount of \$24,852.82 to Camino Construction and authorize the Mayor to execute the necessary documents for said services.

**This item was approved as RES-130-15 on the Consent Agenda.**

- 7C.** Consider action to approve a resolution for Task Authorization #FY16-01NS to the Agreement for Professional Services with Neel-Schaffer, Inc., in the amount of \$471,700 for engineering services to provide construction plans and specifications for the Dalrock Estates Street Reconstruction – Paving & Drainage Improvements, and authorizing the Mayor to execute the necessary documents for said services.

There was no presentation made. Councilmember Sheffield asked that 7C, 7D, and 7E be discussed individually to draw attention to the fact that these were the first of the projects that were approved on the May Bond Election and work is underway.

**This item was considered individually.**

**A motion was made by Councilmember Sheffield, seconded by Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as RES-131-15.**

- 7D.** Consider action to approve a resolution for Task Authorization #FY16-GA32 to the Agreement for Professional Services with Grantham & Associates, Incorporated in the amount of \$164,044 for engineering services to provide construction plans and specifications for the Primrose Lane Reconstruction – Paving, Drainage and Utility Improvements, and authorizing the Mayor to execute the necessary documents for said services.

**This item was considered individually.**

**A motion was made by Councilmember Sheffield, seconded by Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as RES-132-15.**

- 7E.** Consider a resolution approving Task Authorization # FY16-01WG to the approved professional services agreement with Wallace Group, Inc., in the amount of \$83,406 to provide design surveys for the Alley Improvement Project consisting of approximately 12,239 linear feet of alley paving replacement for thirteen (13) alleys, and authorizing the Mayor to execute the necessary documents for said services.

**This item was considered individually.**

**A motion was made by Councilmember Sheffield, seconded by Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as RES-133-15.**

- 7F.** Consider action to approve a resolution authorizing the final acceptance, release of retainage and early completion bonus for the 16" Waterline along Main Street West of Kirby Road (PGBT) (WA1156) in the amount of \$308,529.64 to Tri-Con Services, and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-134-15 on the Consent Agenda.**

- 7G.** Consider a resolution of the City of Rowlett, Texas amending the City's Policy Statement for Economic Development Incentives.

**This item was approved as RES-135-15 on the Consent Agenda.**

- 7H.** Consider action to approve a Resolution approving an Alternative Landscape Plan for F&F Concrete located at 2416 Chandler Drive, further described as Lot 3R, Block A of the Storage Max of Rowlett Addition, City of Rowlett, Dallas County, Texas. (DP14-2015).

**This item was approved as RES-136-15 on the Consent Agenda.**

#### **Passed the Consent Agenda**

**A motion was made by Mayor Pro Tem Gallops, seconded by Deputy Mayor Pro Tem Dana-Bashian, 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.** Conduct a public hearing and consider an ordinance approving a Major Warrant pertaining to the average minimum Build-to Line for the Homestead at Liberty Grove located at the northern terminus of Chiesa Road, north of Liberty Grove Road, being 35.315 +/- acres out of the James M. Hamilton Survey, Abstract No. 544, City of Rowlett, Dallas County, Texas.

Marc Kurbansade, Director of Development Services, presented the information on this item. William Gietema – the developer, was present to answer additional questions. Council discussion

regarding future phases and the impact of this decision, how future phases will line up with these homes, and whether approving this item would set a precedent for the future phases.

**The public hearing opened and closed with no speakers.**

**A motion was made by Councilmember Sheffield, seconded by Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-036-15.**

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

There was no action taken.

**9. ADJOURNMENT**

Mayor Gottel adjourned the meeting at 8:21 p.m.



City of Rowlett  
Staff Report

4000 Main Street  
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**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7B

**TITLE**

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

**STAFF REPRESENTATIVE**

Marc Kurbansade, AICP, Director of Development Services

**SUMMARY**

On May 5, 2015, the City Council approved a resolution authorizing the City Manager to enter into an agreement with Verizon Wireless allowing them to collocate at the 56 and 66 foot levels of the Community Park Tower. Since that time Verizon has requested that an amendment be made to the agreement specifically pertaining to when the first rent payment and subsequent adjustments will occur. All other terms of the agreement will remain in full force.

**BACKGROUND INFORMATION**

The agreement approved on May 5, 2015, stated that the first rent payment would be due within thirty (30) days following the effective date of the agreement, and further went on to state that the rent payment would increase at the beginning of each anniversary of the effective date of the agreement. The applicant is requesting that the agreement be amended to read "commencement date" instead of "effective date".

The effective date is defined as "*the later of the dates indicated by the signatures of the parties [executing the agreement].*" Whereas the commencement date is defined as "*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.*"

**DISCUSSION**

After receiving Council approval in May 2015, Verizon Wireless did not sign the agreement, thus the "effective date" has not been triggered. Based on the definition of the "commencement date," the latest possible time that the first rent payment would be due is January 1, 2016. Taking into consideration the 30 day waiting period following the "effective date," there is only a two week difference in the two dates. To that end, City staff and the City Attorney have reviewed the proposed amendment and do not have any major concerns.

It should be noted that typically City staff does not bring an agreement forward for Council's consideration without first obtaining the leasee's signature. Since the "effective date" is defined as "*the later of the dates indicated by the signatures of the parties [executing the agreement]*" the City Manager's signature is usually what triggers the "effective date" since the lessee has already signed the agreement prior to Council consideration. However, in an effort to expedite the process, City staff allowed the subject agreement to move forward without obtaining the leasee's signature prior to approval, which is why the "effective date" has not been triggered yet. Moving forward Staff will remain firm in requiring the leasee's signature prior to requesting Council approval to prevent similar amendments to the greatest extent possible.

### **FINANCIAL/BUDGET IMPLICATIONS**

As previously stated, no additional amendments are proposed to the agreement approved on May 5, 2015, which means that Verizon will still pay the City a monthly rent of \$3,500.00. 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 amended agreement as written and authorize the City Manager to execute the amended 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 AN AMENDED 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; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; 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 premises and facilities 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 an Amended Communication Facility License Agreement with Dallas MTA, L.P. d/b/a Verizon Wireless, as provided in Exhibit "A," attached hereto and incorporated herein, and authorizes the City Manager to execute the Amended Agreement on the City's behalf.

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

**ATTACHMENT**

Exhibit A – Amended Verizon Colocatee 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 Commencement 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 Commencement 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



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve a resolution awarding the fourth and final one-year renewal option to extend the price agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amount as amended and an annual amount of \$125,000 through the Interlocal Cooperative Purchase Agreement with the City of Grand Prairie, and to authorize the Mayor to execute the necessary documents for said services.

**STAFF REPRESENTATIVE**

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

**SUMMARY**

Included in the approved FY2016 budget is funding for pavement and leveling services. The purpose of this item is to award the fourth and final one-year renewal option to extend the agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amount as amended and an annual amount of \$125,000 through the Interlocal Cooperative Purchase Agreement with the City of Grand Prairie.

**BACKGROUND INFORMATION**

The City of Rowlett entered into an Interlocal Purchasing Agreement with the City of Grand Prairie on April 15, 2008.

In 2011, the City of Grand Prairie solicited bids as per RFB #12001 for Pavement Leveling Services and awarded a contract to Nortex Concrete Lift and Stabilization, Incorporated ("Nortex") in the unit price bid of \$3.31 per pound for polyurethane slab jacking. The effective date was November 2, 2011, for an initial term of one-year with the option to renew for four additional one-year periods.

On October 1, 2012, Grand Prairie approved an amendment to extend the agreement for the first one-year renewal expiring on November 2, 2013, and to increase the unit amount by \$0.13 per pound for a revised cost of \$3.44 per pound for polyurethane slab jacking.

September 17, 2013, City Council approved an increase in the funding of \$25,000 for the FY2014 Adopted Budget.

On September 25, 2013, the City Council of the City of Grand Prairie approved the second of four one-year renewal options.

On November 5, 2013, the City Council of the City of Rowlett approved Resolution Number RES-099-13 awarding the second of four one-year renewal options to extend the price agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amount as amended and an annual amount of \$125,000 through the Interlocal Cooperative Purchase Agreement with the City of Grand Prairie.

On August 12, 2014, the City of Grand Prairie approved the third of four one-year renewal options. The third term will be effective on November 2, 2014 through November 1, 2015.

On October 26, 2015, the City Council of Grand Prairie approved the fourth and final one-year renewal options and to increase the unit amount by \$0.31 per pound for a revised cost of \$3.75 per pound for polyurethane slab jacking. The fourth term will be effective on November 2, 2015 through November 1, 2016.

## **DISCUSSION**

As indicated above, the City of Grand Prairie has an outstanding agreement with Nortex Concrete Lift and Stabilization, Incorporated for Pavement Leveling Services. The City of Rowlett has approved an Interlocal Agreement with Grand Prairie to cooperatively purchase these services through the contract between the City of Grand Prairie and Nortex. The City of Rowlett has been utilizing these services since FY2007.

City staff has determined that High Density Polyurethane Foam Injection gives the City another cost effective tool to help preserve the overall PCI rating of existing roads. This is achieved by injecting high density polyurethane foam underneath the concrete pavement filling voids and providing structural support. Listed below are some additional benefits of using this product.

- Projects can be completed in hours and days instead of weeks using the traditional method of panel replacement.
- Reduces the need for longer term lane closures on our arterials and collectors.
- The cost savings can be up to 75% compared to panel replacement.

The foam injection process has proved to be a very cost effective way of extending the life of concrete pavement and the program has been very successful. In FY2015, Nortex stabilized 87 locations with 7,040 square yards of pavement, which is equal to 1.0 lane miles. The work was completed for only 15% of the cost it would take to rebuild a section of pavement of equal length.

City staff will prepare the standard public works construction contract as written and approved by the City Attorney for execution of said services.

## **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$125,000 is available in Maintenance CIP funds budget for Foam Injection/Pavement Stabilization Project ST2080, account #3028002 6701.

| <b>Project MUNIS Code</b> | <b>Project Code/Title</b>           | <b>Budgeted Amount</b> | <b>Project Amount</b> |
|---------------------------|-------------------------------------|------------------------|-----------------------|
| 3028002 6701/<br>ST2080   | Foam Injection/Pavement<br>Leveling | \$125,000              | \$125,000             |
| <b>Total</b>              |                                     | <b>\$125,000</b>       | <b>\$125,000</b>      |

### **RECOMMENDED ACTION**

City staff recommends the City Council adopt a resolution awarding the fourth and final one-year renewal options to extend the price agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amount as amended in an annual amount of \$125,000 through the Interlocal Cooperative Purchase Agreement with the City of Grand Prairie and authorize the Mayor to execute the necessary documents for said services.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE FOURTH AND FINAL ONE-YEAR RENEWAL OPTION, AND TO EXTEND THE PRICE AGREEMENT, WITH NORTEX CONCRETE LIFT AND STABILIZATION, INCORPORATED FOR PAVEMENT LEVELING SERVICES IN THE AMOUNT OF \$125,000 THROUGH THE INTERLOCAL COOPERATIVE PURCHASE AGREEMENT WITH THE CITY OF GRAND PRAIRIE; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICES AND TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide pavement leveling services at various street locations within the City of Rowlett; and

**WHEREAS**, the City of Rowlett has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie on April 15, 2008; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to exercise such bids as amended and an annual amount of \$125,000 with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services as per RFB #12001 and establish an agreement for the fourth one-year renewal which expires on November 16, 2016.

**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 exercising the fourth of four one-year renewal options and to extend the price agreement with Nortex Concrete Lift and Stabilization, Incorporated for pavement leveling services in the unit amounts as bid and in an annual amount of \$125,000 through the interlocal cooperative purchase agreement with the City of Grand Prairie.

**Section 2:** That the City Council does hereby authorize the Mayor to execute the necessary documents for said services and does further authorize the City Manager or designee to issue purchase orders to conform to this resolution.

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

**ATTACHMENT**

Exhibit A – Nortex & City of Grand Prairie Renewal

**ID**

**5426**

**Department:**  
Purchasing for Streets

**Vendor Name:**  
Nortex Concrete Lift & Stabilization

**Project Name:**  
12001 R4 Pavement Leveling Srv - Nortex - final renewal - *Amendment 4*

**Work Order Number(s):**

**Account Number:**  
232010-01210101-63030

**Contract Amount:**

~~\$513,709.25~~  
*\$ 303,225.10*

**Implementation Date:**

11/2/2015

**Termination Date:**

11/1/2016

**City Council Appr. Date:**

11/1/2011

**Insurer A Name:**  
State Farm Mutual Auto Ins

**Insurer A Expiration:**  
7/1/2016

**Insurer B Name:**  
Admiral Ins Co

**Insurer B Expiration:**  
11/9/2015

**Insurer C Name:**  
RSUI Indemnity

**Insurer C Expiration:**  
11/9/2015

**Insurer D Name:**  
American Home Assurance AIG

**Insurer D Expiration:**  
12/7/2015

**Insurer E Name:**

**Insurer E Expiration:**

**Return Executed Copy To:**  
purchasing interoffice mail

**Department Manager Signature:**

*David L. Mercer*

*JM*  
**Date:**

*October 22, 2015*

**City Attorney Signature:**

*[Signature]*

**Date:**

*10/23*

**City Manager/Deputy City Manager Signature:**

*[Signature]*

**Date:**

*10/26/15*

**City Secretary Signature:**

*for [Signature]*

**Date:**

*10/26/15*

AMENDMENT TO PRICE AGREEMENT CONTRACT  
NON MONETARY CHANGE  
CITY OF GRAND PRAIRIE

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

**THIS AMENDMENT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **NORTEX CONCRETE LIFT & STABILIZATION** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement leveling services per bid award resulting from vendor's response to RFB #12001, submitted by David Simpson on October 3, 2011; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$1,334,675.00 if all extensions were exercised. This Contract was effective as of November 2, 2011, and was to terminate at midnight on November 1, 2012, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on October 1, 2012 and extended the term of the contract through November 1, 2013. This renewal included a price re-determination which increased the contract by the sum of \$10,484.00 for a total annual value of \$277,419.00; and

WHEREAS, the second of four available renewal options was executed on September 25, 2013 and extended the term of the contract through November 1, 2014; and

WHEREAS, the third of four available renewal options was executed on August 12, 2014 and extended the term of the contract through November 1, 2015; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the final of the four available renewal options and extend the contract expiration to midnight on November 1, 2016 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to **VENDOR** by the CITY under such contract shall be increased by the sum of ~~\$36,290.25~~ <sup>25,806.40 NJ</sup>, to reflect the price redetermination as described in Exhibit "A", making the total estimated annual amount to be paid to **VENDOR** under such contract ~~\$313,709.25~~ <sup>\$283,225.20 NJ</sup>, to reflect the one year renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 26<sup>th</sup> day of October, 2015

CITY OF GRAND PRAIRIE, TEXAS

NORTEX CONCRETE LIFT & STABILIZATION

By: [Signature]  
Tom Cox, Deputy City Manager

By: [Signature]  
Printed  
Name: DAVID S. SIMPSON  
Title: GM

ATTEST:

for [Signature]  
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

[Signature]  
Donald R. Postell, City Attorney

|                                    |                                  |
|------------------------------------|----------------------------------|
| <b>Price Agreement Description</b> | <b>Pavement Leveling Service</b> |
| <b>Price Agreement Number</b>      | #12001                           |
| <b>Start Date</b>                  | 11/2/2011                        |
| <b>End Date</b>                    | 11/1/2015                        |
| <b>Authorized 1 Year Amount</b>    | \$266,935.00                     |
| <b>Purchasing Contact</b>          | Angi Mize x8262                  |

**NORTEX CONCRETE LIFT**  
 David Simpson  
 simpsonskcm@yahoo.com  
 817-831-1240  
 Fort Worth, TX

| Item                         | Qty   | Unit  | Price   | Total         | 2012 Proposed Cost | New Total     | \$ Inc over original | % Inc over original | 2015 Proposed Cost | New Total     | \$ Inc over original | % Inc over original |
|------------------------------|-------|-------|---------|---------------|--------------------|---------------|----------------------|---------------------|--------------------|---------------|----------------------|---------------------|
| 1 Pavement Leveling Services | 80645 | pound | \$ 3.31 | \$ 266,934.95 | \$ 3.44            | \$ 277,418.80 | \$ 0.13              | 4%                  | \$ 3.76            | \$ 303,225.20 | \$ 0.45              | 14%                 |



## Annual Agreement Change Order Worksheet

### 12101 - Pavement Leveling Services with Nortex Concrete Lift

*This Version Prepared* 08/25/15

*Prepared as EXHIBIT "A" to Amendment 4*

Original Annual Contract Value \$ 266,935.00

Possible Contract Years 5

25% Maximum Increase \$ 66,733.75

Original Max Potential Value \$1,334,675.00

Max Possible Annual Contract Value \$ 333,668.75

Revised Max Potential Value \$1,412,901.25

Dollar Value each on each Contract Term

| <u>Action Date</u>                            | <u>Contract Action</u>      | <u>Initial Term</u> | <u>Renewal 1</u> | <u>Renewal 2</u> | <u>Renewal 3</u> | <u>Renewal 4</u>                        |
|---|-----------------------------|---------------------|------------------|------------------|------------------|---|
| 10/01/12                                      | Renewal 1<br>price increase | \$ -                | \$ 10,484.00     | \$ 10,484.00     | \$ 10,484.00     | \$ 10,484.00                            |
| 09/25/13                                      | Renewal 2<br>No Change      | \$ -                | \$ -             | \$ -             | \$ -             | \$ -                                    |
| 08/12/14                                      | Renewal 3<br>price increase | \$ -                | \$ -             | \$ -             | \$ -             | \$ -                                    |
| 08/25/15                                      | Renewal 4                   | \$ -                | \$ -             | \$ -             | \$ -             | <del>\$ 36,290.25</del><br>\$ 25,806.40 |
| Percentage Change                             |                             | 0.00%               | 3.93%            | 3.93%            | 3.93%            | 17.52%                                  |
| Total of Changes                              |                             | \$ -                | \$ 10,484.00     | \$ 10,484.00     | \$ 10,484.00     | <del>\$ 46,774.25</del>                 |
| <b>PREVIOUS TERM</b><br>Annual Contract Value |                             | \$ 266,935.00       | \$ 277,419.00    | \$ 277,419.00    |                  | <del>\$ 36,290.40</del>                 |
| <b>CURRENT TERM</b><br>Annual Contract Value  |                             |                     |                  |                  | \$ 277,419.00    |   |
| <b>FUTURE TERM</b><br>Annual Contract Value   |                             |                     |                  |                  |                  | <del>\$ 313,709.25</del>                |

\$ 303,225.20

# NORTEX

## Concrete Lift & Stabilization, Inc.

August 06, 2015

CITY OF GRAND PRAIRIE  
318 W MAIN ST  
GRAND PRAIRIE, TEXAS 75050

Angi Mize Purchasing Department  
This effects Pavement Leveling Contract RFB#12001

As a result of continued increases in Labor and Material costs, NORTEX requests an increase in price by \$0.32 per Lb for Polyurethane foam.

Material prices from our supplier NCFI Polyurethanes has increased \$0.15 the past 4 years. (Price increases attached).

Compensation costs for Dallas/Fort Worth area for Wages, Salaries and Compensation have increased 5.1 percent in just the last 2 years. Request a price increase of \$ 0.17 See attached Data from BLS.Gov

This will bring our Price per LB to \$ 3.76

NORTEX remains committed to providing a Quality product, delivered with exceptional service throughout and after our contract period.

NORTEX appreciates your understanding and your valued continued business.



David S. Simpson  
NORTEX GM

**INVOICE 2692563**  
**DATE 1/23/12**  
**ORDER # 2692550**  
**LOC CSW**



**Tel:** 800-346-8229  
**Fax:** 336-789-0504  
 www.ncfi.com

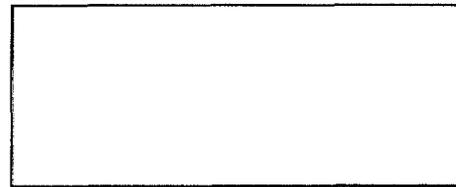
NCFI MTA/S/LC SPECIALTY PRODUCTS 1515 Carter St Mount Airy NC 27030

**REMIT TO: BARNHARDT MANUFACTURING**  
**PO Box 890616**  
**Charlotte, NC 28289-0616**

**BILL TO: 22766**

**SHIP TO: 22766**

**NORTEX CONCRETE LIFT AND STABILIZATION**  
**PO BOX 4935**  
**FT. WORTH TX 761640935**



| TERMS        | SALESMAN  | ORDER DATE | SHIP DATE | DELIVERY DATE | CUSTOMER PO          | FOB                     |
|--------------|-----------|------------|-----------|---------------|----------------------|-------------------------|
| 2% 10 NET 30 | DO BOYLES | 1/23/12    | 1/23/12   | 1/23/12       | DR#2638797-PLANO JOB | FREIGHT PREPAID AND ADD |

| ITEM        | CUSTOMER ITEM | DESCRIPTION                            | UM | ORDER QTY | SHIP QTY | UNIT PRICE (USD) | BASE QTY  | BASE PRICE (USD) | EXTENDED PRICE (USD) |
|-------------|---------------|--|----|-----------|----------|------------------|-----------|------------------|----------------------|
| A-24-003-TT | A-24-003-TT   | ISOCYANATE                             | EA | 4.00      | 4.00     | \$4,394.50       | 10,340.00 | \$1.70           | \$17,578.00          |
| R-24-003-TT | R-24-003-TT   | COBLOWN 4 PCF CONCRETE JACKING WET CON | EA | 4.00      | 4.00     | \$3,791.00       | 8,920.00  | \$1.70           | \$15,164.00          |

\*CORRECTED DEBIT FOR PRICING ERROR - JOB PRICING\*

REF. INV.# 2638797 DATED: 11/3/11 &

CREDIT MEMO: # 2686603 DATED: 1/23/12

**ADDITIONAL INSTRUCTIONS**

|            |                |
|------------|----------------|
| <b>BOL</b> | <b>CARRIER</b> |
|------------|----------------|

| SUB-TOTAL (USD) | TAX (USD) | DISCOUNT (USD) | INVOICE TOTAL (USD) |
|-----------------|-----------|----------------|---------------------|
| \$32,742.00     | \$0.00    | \$0.00         | \$32,742.00         |

**LATE PAYMENT FEES ARE 1.5% PER MONTH. PLEASE PAY BY THE DUE DATE**

**INVOICE 2672331**  
**DATE 8/6/15**  
**ORDER # 114892**  
**LOC CSW**



**Tel: 800-346-8229**  
**Fax: 336-789-0504**  
**www.ncfi.com**

NCFI MTA/S/LC SPECIALTY PRODUCTS 1516 Carter St. Mount Airy NC 27030

**REMIT TO: BARNHARDT MANUFACTURING**  
**PO Box 890616**  
**Charlotte, NC 28289-0616**

**BILL TO: 22766**

**NORTEX CONCRETE LIFT AND STABILIZATION**  
**PO BOX 4935**  
**FT. WORTH TX 761640935**

**SHIP TO: 22766**

**NORTEX CONCRETE LIFT AND(TX.FT) STABILIZATION**  
**201 N.W. 26TH ST.**  
**FT. WORTH TX 76164-7110**

| TERMS        | SALESMAN  | ORDER DATE | SCHEDULED SHIP DATE | SCHEDULED DELIVERY DATE | CUSTOMER PO | FOB     |
|--------------|-----------|------------|---------------------|-------------------------|-------------|---------|
| 2% 10 NET 30 | DO BOYLES | 8/6/15     | 8/7/15              |                         | DOUG-EMIAL  | PREPAID |

| ITEM        | CUSTOMER ITEM | DESCRIPTION                            | UM | ORDER QTY | SHIP QTY | UNIT PRICE (USD) | BASE QTY  | BASE PRICE (USD) | EXTENDED PRICE (USD) |
|-------------|---------------|--|----|-----------|----------|------------------|-----------|------------------|----------------------|
| A-24-003-TT | A-24-003-TT   | ISOCYANATE                             | EA | 8.00      | 8.00     | \$4,782.25       | 20,680.00 | \$1.85           | \$38,258.00          |
| FRGT        |               | FREIGHT CHARGE                         |    |           | 1.00     | \$40.00          | 0.00      | \$0.00           | \$40.00              |
| R-24-003-TT | R-24-003-TT   | COBLOWN 4 PCF CONCRETE JACKING WET CON | EA | 8.00      | 8.00     | \$4,125.50       | 17,840.00 | \$1.85           | \$33,004.00          |

**ADDITIONAL INSTRUCTIONS**

NORTEX TO PAY A \$40.00 HOT SHOT FEE PER DOUG !!

| BOL  | CARRIER     |
|------|-------------|
| 5177 | PELHAMS FRT |

Please note a change effective July 1, 2015 with making credit card payments. Credit card payments for any invoice issued on open credit terms basis are subject

| SUB-TOTAL (USD) | TAX (USD) | T |
|-----------------|-----------|---|
| \$71,302.00     | \$0.00    |   |

**LATE PAYMENT FEES ARE 1.5% PER MONTH.**

*Looks good*

*Here is a new invoice*

*Made*

## Southwest Information Office

[Geographic Information](#) > [Southwest](#) > News Release

# Changing Compensation Costs in the Dallas Metropolitan Area – June 2015

Total compensation costs for private industry workers increased 1.0 percent in the Dallas-Fort Worth, Texas metropolitan area for the year ended in June 2015, according to the U.S. Bureau of Labor Statistics. Regional Commissioner Stanley W. Suchman noted that one year ago, Dallas-Fort Worth experienced an annual gain of 4.1 percent in total compensation costs. Locally, wages and salaries, the largest component of total compensation costs, advanced at a 2.1-percent pace for the 12-month period ended in June 2015. Nationwide, total compensation costs rose 1.9 percent and wages and salaries rose 2.2 percent over the same period. (See [chart 1](#) and [table 1](#).)

### News Release Information

15-1301-DAL  
Monday, August 03, 2015

### Contacts

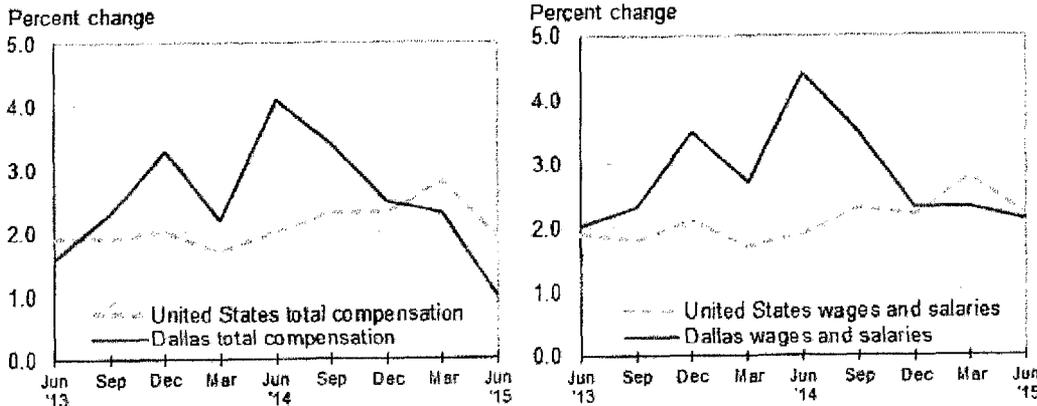
**Technical information:**  
(972) 850-4800  
[BLSInfoDallas@bls.gov](mailto:BLSInfoDallas@bls.gov)  
[www.bls.gov/regions/southwest](http://www.bls.gov/regions/southwest)

**Media contact:**  
(972) 850-4800

### PDF

PDF version

**Chart 1. Twelve-month percent changes in the Employment Cost Index, private industry workers, United States and the Dallas area, not seasonally adjusted, June 2013–June 2015**



Source: U.S. Bureau of Labor Statistics.

Dallas is 1 of 15 metropolitan areas in the United States and 1 of 5 areas in the South region of the country for which locality compensation data are available. Among these 15 largest areas, over-the-year percentage increases in total compensation costs ranged from 4.3 percent in Seattle to 1.0 percent in Dallas and Detroit in June 2015. For wages and salaries, Minneapolis and Seattle registered the largest annual gain (3.2 percent) while Washington registered the smallest (1.5 percent). (See [chart 2](#).)

8/6/2015

Changing Compensation Costs in the Dallas Metropolitan Area – June 2015 : Southwest Information Office : U.S. Bureau of Labor Statistics

Parker, Rockwall, Somervell, Tarrant, and Wise Counties in Texas.

- **Detroit-Warren-Flint, Mich. CSA** includes Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties in Michigan.
- **Houston-Baytown-Huntsville, Texas CSA** includes Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, San Jacinto, Walker, and Waller Counties in Texas.
- **Los Angeles-Long Beach-Riverside, Calif. CSA** includes Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in California.
- **Miami-Fort Lauderdale-Pompano Beach, Fla. Metropolitan Statistical Area (MSA)** includes Broward, Miami-Dade, and Palm Beach Counties in Florida.
- **Minneapolis-St. Paul-St. Cloud, Minn.-Wis. CSA** includes Anoka, Benton, Carver, Chisago, Dakota, Goodhue, Hennepin, Isanti, McLeod, Ramsey, Rice, Scott, Sherburne, Stearns, Washington, and Wright Counties in Minnesota; and Pierce and St. Croix Counties in Wisconsin.
- **New York-Newark-Bridgeport, N.Y.-N.J.-Conn.-Pa. CSA** includes Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Ulster, and Westchester Counties in New York; Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union Counties in New Jersey; Fairfield, Litchfield, and New Haven Counties in Connecticut; and Pike County in Pennsylvania.
- **Philadelphia-Camden-Vineland, Pa.-N.J.-Del.-Md. CSA** includes Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; Burlington, Camden, Cumberland, Gloucester, and Salem Counties in New Jersey; New Castle County in Delaware; and Cecil County in Maryland.
- **Phoenix-Mesa-Scottsdale, Ariz. MSA** includes Maricopa and Pinal Counties in Arizona.
- **San Jose-San Francisco-Oakland, Calif. CSA** includes Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma, and Solano Counties in California.
- **Seattle-Tacoma-Olympia, Wash. CSA** includes Island, King, Kitsap, Mason, Pierce, Snohomish, and Thurston Counties in Washington.
- **Washington-Baltimore-Northern Virginia, D.C.-Md.-Va.-W.Va. CSA** includes the District of Columbia; Baltimore City and Anne Arundel, Baltimore, Calvert, Carroll, Charles, Frederick, Harford, Howard, Montgomery, Prince George's, Queen Anne's, and St. Mary's Counties in Maryland; Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, Manassas Park, and Winchester Cities and Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Prince William, Spotsylvania, Stafford, and Warren Counties in Virginia; and Hampshire and Jefferson Counties in West Virginia.

Definitions of the four geographic regions of the country are noted below.

- **Northeast:** Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.
- **South:** Alabama, Arkansas, Delaware, the District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
- **Midwest:** Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
- **West:** Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Employment Cost Index for total compensation and for wages and salaries, private industry workers, United States, South region, and the Dallas area, not seasonally adjusted**

| Area                     | Total compensation                         |      |      |      | Wages and salaries                         |      |      |      |
|--------------------------|--|------|------|------|--|------|------|------|
|                          | 12-month percent changes for period ended: |      |      |      | 12-month percent changes for period ended: |      |      |      |
|                          | March                                      | June | Sep. | Dec. | March                                      | June | Sep. | Dec. |
| <b>United States</b>     |  |      |      |      |  |      |      |      |
| 2011                     | 2.0  | 2.3  | 2.1  | 2.2  | 1.6  | 1.7  | 1.7  | 1.6  |
| 2012                     | 2.1  | 1.8  | 1.9  | 1.8  | 1.9  | 1.8  | 1.8  | 1.7  |
| 2013                     | 1.9  | 1.9  | 1.9  | 2.0  | 1.7  | 1.9  | 1.8  | 2.1  |
| 2014                     | 1.7  | 2.0  | 2.3  | 2.3  | 1.7  | 1.9  | 2.3  | 2.2  |
| 2015                     | 2.8  | 1.9  |      |      | 2.8  | 2.2  |      |      |
| <b>South</b>             |  |      |      |      |  |      |      |      |
| 2011                     | 1.7  | 2.1  | 2.0  | 2.0  | 1.6  | 1.8  | 1.9  | 1.6  |
| 2012                     | 2.3  | 2.2  | 2.2  | 2.3  | 2.0  | 2.0  | 2.0  | 2.3  |
| 2013                     | 2.2  | 2.1  | 2.1  | 2.0  | 2.3  | 2.2  | 2.0  | 2.0  |
| 2014                     | 1.7  | 2.0  | 2.2  | 2.2  | 1.7  | 2.0  | 2.3  | 2.2  |
| 2015                     | 2.2  | 1.8  |      |      | 2.2  | 2.1  |      |      |
| <b>Dallas-Fort Worth</b> |  |      |      |      |  |      |      |      |
| 2011                     | 2.3  | 3.2  | 2.8  | 2.8  | 2.2  | 2.3  | 1.6  | 1.4  |
| 2012                     | 2.6  | 1.4  | 1.0  | 1.1  | 1.1  | 0.8  | 0.8  | 1.2  |
| 2013                     | 1.6  | 1.6  | 2.3  | 3.3  | 1.8  | 2.0  | 2.3  | 3.5  |
| 2014                     | 2.2  | 4.1  | 3.4  | 2.5  | 2.7  | 4.4  | 3.5  | 2.3  |
| 2015                     | 2.3  | 1.0  |      |      | 2.3  | 2.1  |      |      |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2015

**PRODUCER**  
 HALEY CARTER STATE FARM  
 328 W MAIN ST., STE 1  
 AZLE, TX 76020

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**



**INSURED**  
 NORTEX CONCRETE LIFT & STABILIZATION, INC.  
 201 NW 26<sup>TH</sup> ST  
 FORT WORTH, TX 76164

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: State Farm Mutual Auto Insurance Company 25178  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |
|----------|-------------|--|----------------|----------------------------------|-----------------------------------|---|--------------|
|          |             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |                                  |                                   | EACH OCCURRENCE                           | \$           |
|          |             |  |                |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$           |
|          |             |  |                |                                  |                                   | MED EXP (Any one person)                  | \$           |
|          |             |  |                |                                  |                                   | PERSONAL & ADV INJURY                     | \$           |
|          |             |  |                |                                  |                                   | GENERAL AGGREGATE                         | \$           |
|          |             |  |                |                                  |                                   | PRODUCTS - COMP/OP AGG                    | \$           |
| A        | X           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                        | 96 0737-A01-43 | 07/01/15                         | 07/01/16                          | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |             |  |                |                                  |                                   | BODILY INJURY (Per person)                | \$           |
|          |             |  |                |                                  |                                   | BODILY INJURY (Per accident)              | \$           |
|          |             |  |                |                                  |                                   | PROPERTY DAMAGE (Per accident)            | \$           |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                |                                  |                                   | AUTO ONLY - EA ACCIDENT                   | \$           |
|          |             |  |                |                                  |                                   | OTHER THAN EA ACC                         | \$           |
|          |             |  |                |                                  |                                   | AUTO ONLY: AGG                            | \$           |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |                |                                  |                                   | EACH OCCURRENCE                           | \$           |
|          |             |  |                |                                  |                                   | AGGREGATE                                 | \$           |
|          |             |  |                |                                  |                                   |   | \$           |
|          |             |  |                |                                  |                                   |   | \$           |
|          |             |  |                |                                  |                                   |   | \$           |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |                |                                  |                                   | WC STATUTORY LIMITS                       | OTHER        |
|          |             |  |                |                                  |                                   | E.L. EACH ACCIDENT                        | \$           |
|          |             |  |                |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |  |                |                                  |                                   | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |             | OTHER  |                |                                  |                                   |   |              |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 CITY OF GRAND PRAIRIE IS LISTED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION.

**CERTIFICATE HOLDER**

CITY OF GRAND PRAIRIE PURCHASING DEPARTMENT  
 PO BOX 534045  
 GRAND PRAIRIE, TX 75053-4045

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Judy Butler, SSA





City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution for Task Authorization #FY2016-01HZ to the Agreement for Professional Services with Huitt-Zollars, Inc. in the amount of \$357,000 for engineering design services for the Highland Meadows Street Reconstruction Project, and to authorize the Mayor to execute the necessary documents for said services.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Walter Allison, City Engineer

**SUMMARY**

Highland Meadows Street Reconstruction Project consists of the reconstruction of Miami Drive, Vernon Drive and Westfield Drive and associated drainage improvements (Phase 1) and Willowbrook Drive and Vagas Drive (Phase 2). **The project will include lighting and landscape and is part of the bond election approved in May 2015.**

**BACKGROUND INFORMATION**

On February 10, 2015, City Council approved a bond referendum that includes \$18.9 million for the reconstruction of streets and alleys.

On May 9, 2015, a bond election was held and three propositions including Proposition 1 (Streets) were approved. The Highland Meadows Street Reconstruction Project was approved in the amount of \$3.03 million. Funds are available to complete the design of both Phase 1 and 2 and the reconstruction of Phase 1 (Miami Drive, Vernon Drive and Westfield Drive).

**DISCUSSION**

All streets within the City are inspected and rated using the Pavement Condition Index (PCI rating 0-100 with 100 being excellent) and prioritized for reconstruction based on the worst ratings. It is estimated that funding is sufficient to design both phases and the reconstruction of Phase, Miami Drive (PCI 11), Vernon Drive (PCI 6) and Westfield Drive (17).

The Highland Meadows Street Reconstruction Project scope of work includes:

- A. Design Survey
- B. Subsurface Utility Engineering
- C. Geotechnical Investigation
- D. Lighting Design
- E. Drainage Review and Design

- F. Roadway Design
- G. Bid Services
- H. Construction Services

The design schedule is nine months. Bidding and construction phase is 20 months and the total time from design to completion of construction is 29 months.

The following exhibit illustrates Phases 1 and 2 of the Highland Meadows Street Reconstruction Project with Phase 1 highlighted in red and Phase 2 in yellow.



### FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$357,000 is available for Task Authorization #FY2016-01HZ in account #3158002 6700 and project code ST2107.

| Budget Account Number/Project Code | Project Title  | Budgeted Amount (\$1.5 Million Over 3 Years) |             |             | Proposed Amount  |
|------------------------------------|--|--|-------------|-------------|------------------|
|                                    |  | FY2016                                       | FY2017      | FY2018      |                  |
| 3158002<br>6700/ST2107             | Highland Meadows Street Reconstruction (Phase 1 & 2) | \$430,000                                    | \$1,000,000 | \$1,600,000 | <b>\$357,000</b> |

## **RECOMMENDED ACTION**

Staff recommends City Council adopt a resolution approving Task Authorization #FY2016-01HZ to the Agreement for Professional Services with Huitt-Zollars, Inc., in the amount of \$357,000 for engineering design services for the Highland Meadows Street Reconstruction Project and authorizing the Mayor to execute the necessary documents for said services.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING TASK AUTHORIZATION #FY2016-01HZ TO THE APPROVED PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC., IN THE AMOUNT OF \$357,000 FOR ENGINEERING DESIGN SERVICES FOR THE HIGHLAND MEADOWS STREET RECONSTRUCTION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has approved a Professional Services Agreement by and between the City of Rowlett and Huitt-Zollars, Inc., for engineering services; and,

**WHEREAS**, the City Council has been presented a proposed Task Authorization to the approved professional engineering services agreement with Huitt-Zollars, Inc., to provide engineering design services for the Highland Meadows Street Reconstruction Project; and,

**WHEREAS**, upon full review and consideration of the agreement and proposed task authorization in the amount of \$357,000, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute Task Authorization #FY2016-01HZ on behalf of the City of Rowlett, Texas.

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

**Section 1:** That Task Authorization #FY16-01HZ, pursuant to the Professional Services Agreement between the City of Rowlett and Huitt-Zollars, Inc., attached hereto and incorporated herein as Exhibit A, having been reviewed by the City Council of the City of Rowlett, Texas, be and is hereby approved in the amount of \$357,000; and, the Mayor be and is hereby authorized to execute the Task Authorization on behalf of the City.

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

## **ATTACHMENT**

Exhibit A – Task Authorization #FY16-01HZ Professional Services Agreement

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 1717 McKinney Ave. • Suite 1400 • Dallas, TX 75202-1236 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

October 26, 2015

Mr. Walter Allison  
City Engineer  
City of Rowlett  
4310 Industrial St.  
Rowlett, Texas 75088

Reference: Phase 1 Highland Meadows Street Reconstruction  
City of Rowlett, Texas  
Proposal for Professional Engineering Services

Dear Mr. Allison:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional engineering services to the City of Rowlett, Texas (Client) for the engineering design of Phase 1—Highland Meadows Street Reconstruction in Rowlett, Texas (Project). Our proposed scope of services includes surveying, roadway and storm drain design for five (5) streets in the Highland Meadows subdivision, and bidding and construction phase services for three (3) of the five (5) streets. A detailed scope of services is shown on Attachment 'A' and proposed lump sum fees are as follows:

## **Basic Services**

|   |                        |
|---|------------------------|
| Roadway and Drainage Design (5 Streets) | \$ 190,000.00 Lump Sum |
| Construction Phase Services (3 Streets) | \$ 35,000.00 Lump Sum  |

## **Special Services**

|                                      |                       |
|--------------------------------------|-----------------------|
| Design Survey (5 Streets)            | \$ 79,500.00 Lump Sum |
| Geotechnical Engineering (5 Streets) | \$ 11,500.00 Lump Sum |

|                              |                               |
|------------------------------|-------------------------------|
| <b>Total Design Services</b> | <b>\$ 316,000.00 Lump Sum</b> |
|------------------------------|-------------------------------|

## **Additional Services**

|                                  |                              |
|----------------------------------|------------------------------|
| Lighting Design (5 Streets)      | \$ 19,000.00 Lump Sum        |
| Level A SUE (5 Streets)          | \$ 12,000.00 Lump Sum        |
| Public Meetings (3 Streets)      | \$ 10,000.00 Lump Sum        |
| <b>Total Additional Services</b> | <b>\$ 41,000.00 Lump Sum</b> |

|                  |                               |
|------------------|-------------------------------|
| <b>TOTAL FEE</b> | <b>\$ 357,000.00 Lump Sum</b> |
|------------------|-------------------------------|

## **SCHEDULE:**

The schedule for performing the scope of services is included as Attachment 'B' to this Agreement.

## **TERMS & CONDITIONS**

**Following are the Terms and Conditions that will apply to this Agreement:**

### **1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for HUITT-ZOLLARS, INC. to proceed with the work.

**2. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

Construction cost estimates provided by HUITT-ZOLLARS are prepared from experience and judgment. HUITT-ZOLLARS has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HUITT-ZOLLARS estimates.

**3. STANDARD OF CARE**

Services performed by HUITT-ZOLLARS under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. NOT USED****5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

**6. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HUITT-ZOLLARS and HUITT-ZOLLARS shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HUITT-ZOLLARS, their

employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**7. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HUITT-ZOLLARS) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HUITT-ZOLLARS for services rendered and costs incurred up to the effective time of termination, in accordance with HUITT-ZOLLARS' prevailing Fee Schedule and Expense Reimbursement Policy.

**8. ADDITIONAL SERVICES**

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the CLIENT.

**9. GOVERNING LAW**

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this AGREEMENT shall be brought to the courts of that State.

**10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES**

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that HUITT-ZOLLARS' scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HUITT-ZOLLARS or any other party encounters any hazardous or toxic materials, or should it become known to HUITT-ZOLLARS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HUITT-ZOLLARS' services, HUITT-ZOLLARS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**11. CONSTRUCTION OBSERVATION**

If Construction Phase Services are part of this AGREEMENT, HUITT-ZOLLARS shall visit the site at intervals agreed to in writing by the CLIENT and HUITT-ZOLLARS, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HUITT-ZOLLARS to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, HUITT-ZOLLARS shall keep the CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work.

If the CLIENT desires more extensive project observation or fulltime project representation, the CLIENT shall request that such services be provided by HUITT-ZOLLARS as Additional Services in

accordance with the terms of this AGREEMENT. HUITT-ZOLLARS shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

HUITT-ZOLLARS shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HUITT-ZOLLARS does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

#### **12. JOBSITE SAFETY**

Neither the professional activities of HUITT-ZOLLARS, nor the presence of HUITT-ZOLLARS or its employees and subconsultants at a construction/project site, shall impose any duty on HUITT-ZOLLARS, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HUITT-ZOLLARS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENT's contract with the Contractor.

The CLIENT also agrees that the Contractor shall defend and indemnify the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants. The CLIENT also agrees that the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance. The CLIENT shall furnish to HUITT-ZOLLARS certificates of insurance from the Contractor evidencing the required coverage specified above. The certificates shall include a provision that HUITT-ZOLLARS shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

#### **13. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION**

CLIENT shall be responsible for, and HUITT-ZOLLARS may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT or any of its other consultants (collectively the CLIENT) to HUITT-ZOLLARS pursuant to this Agreement. HUITT-ZOLLARS may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HUITT-ZOLLARS due to changes in or the incorrectness of information provided by the CLIENT shall be compensable to HUITT-ZOLLARS.

#### **14. OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by HUITT-ZOLLARS as instruments of service shall remain the property of HUITT-ZOLLARS. HUITT-ZOLLARS shall retain all common law, statutory and other reserved rights, including the copyright thereto.

15. SEVERABILITY

Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

16. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HUITT-ZOLLARS as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

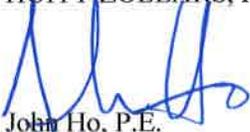
17. LIMITATION OF LIABILITY

**IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE CLIENT AGREES TO LIMIT HUITT-ZOLLARS' LIABILITY ARISING FROM HUITT-ZOLLARS' PROFESSIONAL ACTS, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF HUITT-ZOLLARS SHALL NOT EXCEED HUITT-ZOLLARS' TOTAL COMPENSATION FOR THE SERVICES RENDERED ON THIS PROJECT.**

**AUTHORIZATION:**

Should this proposal meet with your approval and acceptance, please sign and return to our office so that we may begin work. Thank you for the opportunity to provide this proposal. Please do not hesitate to call if you have any questions.

Sincerely,  
HUITT-ZOLLARS, INC.



John Ho, P.E.  
Vice President



Robert J. McDermott, P.E.  
Executive Vice President

Accepted for the City of Rowlett, Texas

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## ATTACHMENT A SCOPE OF SERVICES

### PHASE 1 HIGHLAND MEADOWS STREET RECONSTRUCTION

#### PROJECT DESCRIPTION:

This project consists of the preparation of construction plans and bid documents for the reconstruction of the streets, sidewalks, curbs, and storm drains for five (5) streets in the Phase 1 Highland Meadows Subdivision of Rowlett, Texas. Highland Meadows is a residential neighborhood consisting of primarily single-family properties. The existing streets in the addition are 27 feet wide, constructed of concrete pavement with concrete curb and gutter, and will be reconstructed matching the existing street widths as reinforced concrete pavement, 27 feet wide back of curb to back of curb, inside the existing 50 foot right-of-way. The streets to be reconstructed are:

1. Miami Drive, from Westfield Drive to Vernon Drive (1,470 feet)
2. Vernon Drive, from Dalrock Road to Vagas Drive (1,075 feet)
3. Westfield Drive, from Linda Vista Drive to Miami Drive (900 feet)
4. Willowbrook Drive, from Dalrock Road to Miami Drive (950 feet)
5. Vagas Drive, from Vernon Drive to Fairmont Drive (1,100 feet)

The storm drainage system will be upgraded to convey the 100-year storm runoff. Services will include field survey work for the design and establishment of existing right-of-way; geotechnical investigation; production of roadway, and drainage construction documents; and coordination with franchised utility companies and the City of Rowlett. Street lighting design, Level A Subsurface Utility Engineering, and conducting a public meeting can be provided as an additional service.

This project includes the following parameters:

- Design survey and project control to be based on City of Rowlett monumentation.
- Submittals to the City shall be at 60%, 90% and 100% and shall include an engineer's estimate of probable cost and Contract Document submittal at the last two phases.
- City of Rowlett Standard Construction Details may be referenced in the project specifications and construction plan drawings and shall be included in the construction plan set.
- The Engineer shall develop special details not covered in the City of Rowlett Standard Construction Details and shall include them in both the project specifications and plans (as required).
- Correspondence and delivery of project files and other deliverables shall be through email; telephone; and/or mail, delivery or courier services.

#### BASIC SERVICES:

##### A. Research and Data Collection

1. A meeting (Pre-work Conference) will be held to initiate the design phase and discuss the planning and design criteria, work program and schedule, procedures

for communication, basis of compensation, additional survey requirements, assignments of personnel, and any other matters that may have direct or indirect effects upon the completion and results of the project. Other work and review conferences will be scheduled throughout the remainder of the project development as shown on the Project Schedule.

2. Obtain design criteria, pertinent utility plans, street plans, alley plans, drainage maps, City-owned contour CAD files for drainage analysis, plats and right-of-way maps, existing easement information, and other information available for the project area.
3. Attend a preliminary meeting with authorized representatives of the City including Engineering, Traffic, and Utilities regarding the project and other meetings, as they may be necessary in the opinion of the City so that the plans and specifications will provide facilities that are economical in design and conform to instruction from the City.
4. Meet with City staff to conduct in-site review and walk through.
5. Develop the project schedule. This schedule will provide milestones for design and specific delivery dates. The schedule will be divided into two design phases including Preliminary and Final Design. The schedule will be approved by the City Project Manager.
6. Research and make efforts to obtain pertinent information to and in coordination of the proposed improvements with any planned future improvements that may influence the project.
7. Begin coordination with all franchise utilities to determine the need for adjustment to the existing franchise utility lines within the project limits.

## **B. Preliminary Design**

1. Field verify design survey.
2. Prepare preliminary (60%) construction plans. Prepare the following 22"x34" sheets (Scale: 1" = 20' Horizontal and 1" = 5' Vertical, except as noted):
  - Cover sheet with Index and Location Map
  - General Notes
  - Quantity sheet(s)
  - Typical sections
  - Paving Plan and Profiles
  - Drainage Area Map (Scale: 1" = 200')
  - Drainage Calculation Sheets
  - Stormwater Plan and Profile Sheets
  - Special details
  - City of Rowlett Standard Construction Details (final submittal only)

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Rowlett Project Manager.

3. Coordinate with affected utilities such as gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities. Submit copies of correspondence to the City for its records.
4. Investigate and resolve conflicts with existing utility (water, sewer, storm, and franchise utilities) locations.
5. Review existing topographic information to ensure adequate street capacity to handle storm drainage runoff based on current City of Rowlett drainage criteria (100-year storm design frequency).
6. Field verify preliminary drawings and specifications.
7. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost for the first three (3) streets on the list above.
8. Submit two (2) sets of full-size preliminary plans and a preliminary statement of probable construction cost to the City at the 60% completion stage. Distribute the two (2) sets of full-size preliminary plans and proposed schedule for bidding and start of construction to local utility companies for review and comment. Submit copies of transmittal letters to the City for its records.

### **C. Final Design**

1. Meet with City of Rowlett staff to discuss City comments on preliminary submittal.
2. Revise preliminary plans by incorporating comments from the City of Rowlett, utility companies and other agencies from the preliminary design reviews.
3. Finalize construction plans for proposed improvements.
4. Show street cross sections at fifty (50) foot intervals.
5. Prepare preliminary work on standard specifications, special conditions, and contract documents, including Notice to Bidders, City Standard Agreement, Bid Proposal and Bid Item Description.
6. Prepare a list of any special technical specifications needed for the project (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates for the first three (3) streets on the list above.
9. Submit two (2) sets of full-size pre-final plans, two (2) copies of the preliminary contract documents and specifications, a list of special technical specifications, and a final statement of probable construction cost to the City for review, discussions and comment for the 90% completion stage. Previous review comment markups shall be returned with this submittal.
10. Provide updated plans for utility companies, if necessary.

11. Meet with the City to discuss final review comments prior to preparing the bid package.
12. Incorporate City and other agency final comments into the plans and bid documents.
13. Attend a utility coordination meeting to start relocation process with affected franchise utilities, if required.
14. Prepare final bid schedule, special conditions, technical specifications, and contract documents.
15. Revise final statement of probable construction cost, if necessary.
16. Submit one (1) set of the final documents for the bidding phase to the City for approval. The City of Rowlett will stamp the plans "released for construction" and return to the Engineer for copies. Deliver four (4) full-size, four (4) half-size sets and one (1) electronic PDF copy of plans to the City. This submittal will be at the 100% completion stage and must include a full-size (22"x34") reproducible set of plans as well as the complete bid documents.

#### **D. Bid Phase Services**

1. Assist the City staff in advertising for bids.
2. Plans and specifications for bidding to be obtained from the Engineer's office. Cost for these to be recouped by Engineer by non-refundable deposit from contractors. Maintain a list of plan holders including name, address, phone number, fax number and e-mail address (if available).
3. Furnish "Advertisement for Bids" for up to four plan review rooms. List of plan rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in preparing an agenda for and conducting a Pre-Bid Meeting at the City of Rowlett.
5. Submit a CD-ROM disk of the bid set plans in a PDF format prior to the Pre-Bid Meeting.
6. Address any questions raised by the bidders and prepare and distribute addenda to bid documents, as necessary.
7. Assist City staff as required in bid opening.
8. Provide bid tabulation of all bids to the City of Rowlett within four working days of the bid letting.
9. Evaluate the low and second low bidders based on each bidder's past work history, financial resources and the physical resources to produce this project. Prepare this summary and letter of recommendation to the City of Rowlett for awarding a contract to the lowest responsible bidder.
10. Assist in preparing the formal contract documents between the Contractor and the City.

## **E. Construction Phase Services**

1. Assist City staff in preparing for and conducting a pre-construction conference. Meet with City, Contractor and other interested parties to discuss the total work program and schedule, procedures for communication, special problems, coordination with others, additional surveys, field testing and inspection, assignment of personnel, and any other matters that may have a direct or indirect effect upon the completion and results of this improvement program.
2. Furnish final construction plans and contract documents for use by the City and Contractor.
3. Prepare any change orders require and process monthly pay estimates during construction.
4. Review shop drawings and working drawings furnished by the Contractor.
5. Make site visits to assess progress of the work and general conformity with the plans and specifications. Twelve (12) site visits are included for this project, assuming a construction duration of twelve months.
6. Assist the City staff in conducting the final inspection in the company of the Contractor and the City's representative.
7. Prepare construction "Record Drawings" based upon mark-ups and information provided by the City of Rowlett.
8. Once the "Record Drawings" have been verified by the City Inspector:
  - a. Submit one blackline set to the City and a CD-ROM disk containing scanned images in PDF format of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date).
  - b. Furnish an electronic copy of the final engineering plans in a format compatible with the City's CAD system.

## **SPECIAL SERVICES:**

These services are included in the basic scope, but are separate from design and construction services.

### **A. Design Survey**

1. Obtain and review existing deed records.
2. Obtain and locate City of Rowlett monuments.
3. Establish a horizontal and vertical control network and project control baseline for the project areas. Control will tie into City of Rowlett's monuments
4. Contacting Texas 811 prior to topographic survey to request field locates of existing underground utilities within the project limits. Underground utilities marked in the field will be identified and included in the topographic survey.
5. Tie ROW lines and corners that can be found via pin finder, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger,

- edges of pavements, sidewalks, driveways and all other visible surface features to the project control baseline.
6. Existing visible above ground franchise utility structures such as telephone pedestals, power poles, gas meters, electric cabinets and electrical pull boxes shall be located and referenced by name utility name (if available).
  7. Vertical topographic information tying driveways, walls, manholes (rim and flowline inverts), storm drain inlets (top of curb and flowline invert), culverts (size, flowline and top of pipe or top of headwall), driveway pipes (size, flowline and top of pipe), water meters (top of meter box), water valves (top of valve box), clean outs (top and invert), and any other items located within the right of way as needed for design.
  8. Develop full topo of street area between fence lines or right-of-way. Cross sections shall be obtained every fifty (50) feet along the proposed centerline. Cross sections shall extend fifteen (15) feet past right of way (when feasible). Additional driveway shots will be acquired as needed to determine existing driveway grades and proposed tie in lengths.
  9. Tie in to street intersections fifty (50) feet each direction along the existing street curb line.
  10. Prepare base map containing all survey and ROW information in CAD format sufficient for design.
  11. Identify the street address of all adjacent properties to the proposed construction and shown on the drawings.
  12. No construction staking will be provided; however, a sufficient number of control points with coordinate information will be established in the field and indicated in the plan set to allow for the construction contractor to perform construction staking.

## **B. Geotechnical Investigation**

Huitt-Zollars will retain a geotechnical engineering subconsultant to perform the following services:

1. Advance 13 borings to a depth of up to 15' each
2. Obtain samples of the subgrade
3. Perform laboratory classification and strength test
4. Summarize the results of the field and laboratory data and present geotechnical report that will include recommendations for subgrade preparation, processing of fill under the pavement and in the utility excavations and concrete pavement sections that are suitable to support the expected traffic at the subdivision.

## **ADDITIONAL SERVICES:**

Huitt-Zollars agrees to render additional services as mutually agreed to by the City and Huitt-Zollars. The Additional Services to be performed under this Contract include, but are not limited to, the following:

### **A. Lighting Design**

1. Attend kick-off meeting and conduct a site visit to review existing conditions.
2. Perform code analysis to verify the required lighting level.
3. Coordinate with the utility provider to find a power source.
4. Perform lighting calculations.
5. Provide drawings showing the light pole locations, power source connections, and details.
6. Provide lighting and power specifications.
7. Meet with the local electric provider to discuss power sources, conduit, wiring, light poles, fixtures, and foundations.
8. Provide Construction Administration submittal review and respond to RFI's.
9. Visit the site during construction.

### **B. Level A Subsurface Utility Engineering**

1. Provide Test Hole services at specific locations if needed for design purposes. The quantity, location, and depth are unknown at this time and will be identified prior to each work request. For budgeting purposes, we assume three (3) test holes in pavement at a depth up to nine (9) feet in depth. All Test Holes will be surveyed.
2. Provide all equipment, personnel and supplies required to perform locating services. Our subconsultant will determine which equipment, personnel and supplies are required to perform such services.
3. Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, our subconsultant will comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, we will so notify the City.
4. Furnish and install survey markers directly above the centerline of utility structure.
5. Investigate, evaluate, measure and record.
6. Actual depth to top of utility referenced to a survey marker installed directly above the centerline of the exposed utility structure.
7. Outside diameter of utility and configuration of non-encased, multi conduit systems.
8. Backfill around the exposed facility using the excavated materials compacted in six inch lifts or per City of Rowlett requirements if more stringent.
9. In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
10. In pavement areas, restoration shall be per City of Rowlett requirements.

### C. Public Meetings

1. Prepare and mail meeting notices about a Public Meeting to adjacent property owners and other stakeholders designated by the City.
2. Prepare a meeting agenda, sign-in-sheets, and exhibits as needed for the meeting.
3. Assist the City in conducting the meeting; engaging stakeholders and encouraging them to discuss the design and construction.
4. Provide copies of hand-outs for distribution during the meeting.
5. Take minutes of the meeting and provide them to the City.

### EXCLUSIONS:

The intent of the scope is to include only the services specifically listed above and no others. Services specifically excluded from this Scope of Work include, but are not necessarily limited to, the following:

- Right of way and easement descriptions and exhibits
- Fees for permitting and advertising
- Fees for TDLR reviews
- Water line design and plan sheets
- Wastewater design and plan sheets
- Traffic studies
- Traffic counts
- Flood studies
- Landscaping Design
- Irrigation Design
- Design for trench safety
- Designing for LEED certification
- Structural retaining wall designs
- Environmental Services
- Sewer videos
- Tree Evaluation
- Water and sewer conditional surveys
- Construction staking for the Contractor throughout the duration of the construction contract
- Re-staking of horizontal and vertical control knocked out during construction
- Surveying to determine final quantities to be used in the final pay estimate
- Capacity Analysis for Intersections and Roadways
- Travel Demand Modeling

**END OF ATTACHMENT "A"**

**ATTACHMENT B  
PROJECT SCHEDULE**

PHASE 1 HIGHLAND MEADOWS STREET RECONSTRUCTION

| <b>Activity</b>                         | <b>Date</b>        |
|---|--------------------|
| Notice-To-Proceed                       | Nov. 15, 2015      |
| R.O.W. & Topographic Surveying Complete | Jan. 15, 2015      |
| Geotechnical Complete                   | Jan. 15, 2015      |
| Preliminary Design Complete             | May 1, 2016        |
| City Review Complete                    | May 15, 2016       |
| Pre-Final Design Complete               | Aug. 1, 2016       |
| City Review Complete                    | Aug. 15, 2016      |
| Final Design Complete                   | Oct. 1, 2016       |
| City Approval Complete                  | Oct. 15, 2016      |
| Advertise For Construction              | Oct. 20 & 27, 2016 |
| Receive Bids                            | Nov. 1, 2016       |
| Award Construction Contract             | Dec. 1, 2016       |
| Begin Construction                      | Dec. 15, 2016      |
| Complete Construction                   | Mar. 1, 2017       |

The schedule is subject to change due to delays beyond the control of Huitt-Zollars.

**END OF ATTACHMENT 'B'**

**ENGINEERS OPINION OF  
PROBABLE CONSTRUCTION COST (SUMMARY)**

Project Name: **PHASE 1 HIGHLAND MEADOWS STREET RECONSTRUCTION**  
 Prepared by: **HUITT~ZOLLARS, INC.**  
 Date: **10/27/2015**

| Item            | Description                                      | Total                  |
|-----------------|--|------------------------|
| <b>DRAINAGE</b> |  |                        |
|                 | Drainage Improvements Subtotal                   | \$ 188,955.00          |
|                 | 15% Contingency                                  | \$ 28,343.25           |
| <b>PAVING</b>   |  |                        |
|                 | Paving Improvements Subtotal                     | \$ 1,990,376.56        |
|                 | 15% Contingency                                  | \$ 298,556.48          |
|                 | Subtotal   | \$ 2,179,331.56        |
|                 | Contingency                                      | \$ 326,899.73          |
|                 | <b>TOTAL CONSTRUCTION COST FOR ALL 5 STREETS</b> | <b>\$ 2,506,231.29</b> |

The quantities and prices shown hereon are an indication of the Engineer's Opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs

TOTAL STREET LENGTH (FT) = 5495  
 PRICE PER FOOT \$ 456

| STREET          | LENGTH (FT)                                 |           | TOTAL            |
|-----------------|---|-----------|------------------|
| Miami Dr.       | 1470  | \$        | 670,320          |
| Vernon Dr.      | 1075  | \$        | 490,200          |
| Westfield Dr.   | 900   | \$        | 410,400          |
|                 | <b>TOTAL FOR THIS CONSTRUCTION CONTRACT</b> | <b>\$</b> | <b>1,570,920</b> |
| Willowbrook Dr. | 950   | \$        | 433,200          |
| Vagas Dr.       | 1100  | \$        | 501,600          |
|                 | <b>TOTAL ALL 5 STREETS</b>                  | <b>\$</b> | <b>2,505,720</b> |

Project PHASE 1 HIGHLAND MEADOWS RECONSTRUCTION

| DRAINAGE     |                                       |       |          |              |                      |
|--------------|---------------------------------------|-------|----------|--------------|----------------------|
| Item No      | Description                           | Units | Quantity | PBW Price    | Estimate             |
| 645          | GEOTEXTILE SILT FENCING               | LF    | 10990    | \$ 2.00      | \$ 21,980.00         |
| 1003         | 18 IN CLASS III REINF. CONC. PIPE     | LF    | 1300     | \$ 70.00     | \$ 91,000.00         |
| 1201         | 10 FOOT INLET                         | EA    | 5        | \$ 3,300.00  | \$ 16,500.00         |
| 1225A        | INLET PROTECTION                      | EA    | 5        | \$ 150.00    | \$ 750.00            |
| 1248         | STRUCTURE TO PIPE CONNECTION          | EA    | 5        | \$ 600.00    | \$ 3,000.00          |
| 1418         | SHEETING SHORING & BRACING            | LF    | 1300     | \$ 2.00      | \$ 2,600.00          |
| 1505         | REMOVE INLETS                         | EA    | 5        | \$ 725.00    | \$ 3,625.00          |
| 1615A        | REMOVE AND DISPOSE REINF C PIPE       | LF    | 1300     | \$ 15.00     | \$ 19,500.00         |
| 7712         | STORM WATER POLLUTION PREVENTION PLAN | LS    | 1        | \$ 30,000.00 | \$ 30,000.00         |
| <b>TOTAL</b> |                                       |       |          |              | <b>\$ 188,955.00</b> |

| PAVING       |   |       |          |              |                        |
|--------------|---|-------|----------|--------------|------------------------|
| Item No      | Description                               | Units | Quantity | PBW Price    | Estimate               |
| 102          | UNCLASSIFIED STREET EXCAVATION            | CY    | 3839     | \$ 20.00     | \$ 76,780.00           |
| 110          | MOBILIZATION                              | LS    | 1        | \$ 20,000.00 | \$ 20,000.00           |
| 203          | REMOVE CONCRETE SIDEWALK                  | SF    | 43,360   | \$ 2.00      | \$ 86,720.00           |
| 355          | 4" THICK REINF CONC. WALK                 | SF    | 43,360   | \$ 5.00      | \$ 216,800.00          |
| 456          | 8" THICK REINF CONC. PAVEMENT             | SY    | 15886    | \$ 55.00     | \$ 873,730.00          |
| 458          | 6" HIGH CONCRETE INTEGRAL CURB            | LF    | 11,131   | \$ 5.00      | \$ 55,655.00           |
| 460          | REINF CONC STREET HEADER                  | LF    | 208      | \$ 15.00     | \$ 3,120.00            |
| 464          | REIN CONC ALLEY PAVEMENT                  | SY    | 167      | \$ 55.00     | \$ 9,166.67            |
| 503          | GRAVEL SURFACE                            | SY    | 100      | \$ 15.00     | \$ 1,500.00            |
| 504          | ASPH CONC FINE GRADE SURF COURSE          | TON   | 883      | \$ 112.00    | \$ 98,896.00           |
| 507          | HOT MIX FOR TEMPORARY PAVING              | TON   | 442      | \$ 125.00    | \$ 55,250.00           |
| 514          | LIME AND CEMENT STABILIZATION BASE COURSE | SY    | 17,274   | \$ 5.00      | \$ 86,368.89           |
| 515          | HYDRATED LIME                             | TON   | 290      | \$ 160.00    | \$ 46,400.00           |
| 516          | CEMENT                                    | TON   | 290      | \$ 110.00    | \$ 31,900.00           |
| 521          | MAT FOR TEMP MAINTENANCE OF TRAFFIC       | TON   | 300      | \$ 35.00     | \$ 10,500.00           |
| 607A         | BERMUDA/ST AUGUSTINE GRASS BLOCK SODDING  | SY    | 4885     | \$ 5.00      | \$ 24,425.00           |
| 613          | PAVEMENT LEAVE OUT                        | EA    | 2        | \$ 360.00    | \$ 720.00              |
| 618A         | 6"- REINF CONC. BARRIER FREE RAMP         | EA    | 22       | \$ 1,200.00  | \$ 26,400.00           |
| 623          | SIDEWALK LUG                              | LF    | 10,840   | \$ 6.00      | \$ 65,040.00           |
| 639          | REMOVE TREE                               | EA    | 100      | \$ 600.00    | \$ 60,000.00           |
| 639A         | PLANT TREE                                | EA    | 100      | \$ 1,000.00  | \$ 100,000.00          |
| 640          | TREE PROTECTION                           | LS    | 1        | \$ 20,000.00 | \$ 20,000.00           |
| 708          | 4-IN REFLECT TYPE I-W-C TRAFFIC BUTTONS   | EA    | 5        | \$ 3.00      | \$ 15.00               |
| 8012         | CONSTRUCTION SURVEYING & STAKING--STREET  | LF    | 5,495    | \$ 2.00      | \$ 10,990.00           |
| 1601A        | TRAFFIC CONTROL/BARRICADE SIGNAGE         | LS    | 1        | \$ 10,000.00 | \$ 10,000.00           |
| <b>TOTAL</b> |   |       |          |              | <b>\$ 1,990,376.56</b> |

|              |                        |
|--------------|------------------------|
| <b>TOTAL</b> | <b>\$ 2,179,331.56</b> |
|              | <b>\$ 326,899.73</b>   |

15% Contingency

|                  |                        |
|------------------|------------------------|
| <b>PWT TOTAL</b> | <b>\$ 2,506,231.29</b> |
|------------------|------------------------|



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7E

**TITLE**

Consider action to approve a resolution authorizing final acceptance of the Annual Contract for Concrete Repair/Maintenance and the release of retainage in the amount of \$67,488.93 to Tri-Con Services, Incorporated, and to authorize the Mayor to execute the necessary documents herein.

**STAFF REPRESENTATIVE**

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

**SUMMARY**

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

**BACKGROUND INFORMATION**

On May 5, 2015, the City Council adopted a Resolution (RES-057-15), the first of three one-year renewal options for the annual bid for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$675,000.

**DISCUSSION**

Tri-Con Services, Incorporated completed the work six months ahead of schedule. They provided quality work in an efficient manner and provided timely responses to customer issues. The City and the contractor has established a very good working relationship over the past six years on several projects. The contractor completed the following projects in FY2015 with the City of Rowlett:

**Thoroughfare Streets**

S. Dalrock Road from SH-66 to Chiesa Road

**Alleys**

8309 Camden Court /Bristol Court  
8314 Bristol Court/Coventry Drive  
8514 Coventry Drive/ Manchester Drive  
8410 Coventry Drive/ Manchester Drive  
8406 Coventry Drive/ Manchester Drive  
6805 Graham Drive/Shopping Center  
7001 Graham Drive/Shopping Center  
7009 Graham Drive/Shopping Center

7005 Barton Creek Drive/Shopping Center  
7009 Barton Creek Drive/Shopping Center

City staff has inspected and verified that all work has been completed to the City's satisfaction.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$67,488.93 is available in the Alley Panel Replacement Project, account code 3028002 6701, Project Code ST2075.

| <b>Budget Account Number and/or Project Code</b> | <b>Account or Project Title</b> | <b>Budget Amount Available</b> | <b>Proposed Amount</b> |
|--|---------------------------------|--------------------------------|------------------------|
| 3028002 6701/ST2075                              | Alley Panel Replacement         | \$297,693.00                   | \$67,488.93            |
| <b>Total</b>                                     |                                 | <b>\$297,693.00</b>            | <b>\$67,488.93</b>     |

### **RECOMMENDED ACTION**

Staff recommends the City Council approve a resolution authorizing the final acceptance of the Annual Contract for Concrete Repair/Maintenance and the release of retainage in the amount of \$67,488.93 to Tri-Con Services, Incorporated and authorizing the Mayor to execute the necessary documents.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING FINAL ACCEPTANCE OF THE ANNUAL CONTRACT FOR CONCRETE REPAIR/MAINTENANCE AND THE RELEASE OF RETAINAGE IN THE AMOUNT OF \$67,488.93 TO TRI-CON SERVICES, INCORPORATED AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR PAYMENT PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** On May 5, 2015 the City Council adopted Resolution (057-15) 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 \$675,000; and

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

**WHEREAS,** City staff has inspected the construction ensuring that it complies with the provisions of the contract and recommends acceptance of such improvements and the release of retainage in the amount of \$67,488.93.

**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 accepts the completion of the annual contract for concrete repair/maintenance for streets and

alleys and approves the release of retainage in the amount of \$67,488.93 to Tri-Con Services, Incorporated.

**Section 2:** That the City Council of the City of Rowlett does hereby authorize the Mayor to execute the necessary documents after City Attorney approval and authorizes the issuance of a purchase order to conform to this resolution.

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

**ATTACHMENT**

Exhibit A - Release of Retainage and Affidavit of All Bills Paid



PAYMENT REQUEST (15-16)

|                    |  |                       |
|--------------------|--|-----------------------|
| <b>PROJECT:</b>    | 2014-10 Annual Contract for Concrete Repair & Maint. | <b>PROJECT NUMBER</b> |
| <b>OWNER:</b>      | CITY OF ROWLETT                                      | 2014-10               |
| <b>CONTRACTOR:</b> | Tri-Con Services, Inc.                               | Renewed June 2015     |
| <b>ENGINEER:</b>   | CITY OF ROWLETT                                      |                       |

**PAYMENT PERIOD FROM:** 10/13/2015 **TO** 10/27/2015 **ESTIMATE NO.:** 5 & Final

**SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED TABULATIONS**

|   |  |    |                  |
|---|--|----|------------------|
| Original Contract Amount  |  | \$ | 675,000.00       |
| Approved Change Orders  |  | \$ | -                |
| Current Contract Amount   |  | \$ | 675,000.00       |
| Total Value of Original Contract Performed<br>(Attachment "A" consisting of <u>1</u> pages) |  | \$ | 674,889.30       |
| Extra Work on Approved Change Orders<br>(Attachment "B" consisting of <u>1</u> pages)       |  | \$ | -                |
| Materials on Hand<br>(Attachment "C" consisting of <u>1</u> pages)                          |  | \$ | -                |
| Total Value of Work to Date   |  | \$ | 674,889.30       |
| Less Amount Retained at <u>0</u> %  |  | \$ | -                |
| Net Amount Earned on Contract   |  | \$ | 674,889.30       |
| Less Amount of Previous Payments  |  | \$ | 607,400.37       |
| <b>PAYMENT REQUESTED THIS ESTIMATE</b>  |  | \$ | <b>67,488.93</b> |
| <b>RETAINAGE WITHHELD THIS ESTIMATE</b>   |  | \$ | -                |
| <b>TOTAL PAYMENT MADE THIS ESTIMATE</b>   |  | \$ | <b>67,488.93</b> |
| Percentage of Contract Paid to Date   |  |    | 89.99%           |

RECEIVED  
OCT 27 2015  
CITY OF ROWLETT  
UTILITIES

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

Contractor: Tri-Con Services, Inc.  
Date: 10/27/2015

By [Signature]  
Ian Gerber

Subscribed and sworn to before me this 27 day of

October 20 15

Notary Public: [Signature]  
My Commission expires: 12/9/2015

**Recommended for Payment by  
CONSULTANT**

By \_\_\_\_\_  
Date

**Approved for Payment by  
[OWNER]**

By [Signature] 10-28-15  
Date

**Approved for Payment by  
[OWNER]**

By [Signature] 10-27-15  
Date

**Approved for Payment by  
[OWNER]**

By \_\_\_\_\_  
Date

| A  | B  | C   | D                                 | E                      | F                 | G                            | H                             | I                                   | J                                   | K                                    | L                         | M                     | N                    |
|----|--|---|-----------------------------------|------------------------|-------------------|------------------------------|-------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------|-----------------------|----------------------|
| 1  | <b>ATTACHMENT "A"</b>  |   |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           |                       |                      |
| 2  | <b>PAYMENT REQUEST</b>   |   |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           |                       |                      |
| 3  | <b>TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED</b> |   |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           |                       |                      |
| 4  | <b>PROJECT:</b>  | 2014-10 Annual Contract for Concrete Repair & Maint.  |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           | <b>PROJECT NUMBER</b> |                      |
| 5  | <b>OWNER:</b>  | CITY OF ROWLETT   |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           | 2014-10               |                      |
| 6  | <b>CONTRACTOR:</b>   | Tri-Con Services, Inc.  |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           |                       |                      |
| 7  | <b>ENGINEER:</b>   | CITY OF ROWLETT   |                                   |                        |                   |                              |                               |                                     |                                     |                                      |                           |                       |                      |
| 8  | <b>PAYMENT PERIOD FROM:</b>                                      | 10/13/2015  |                                   | <b>TO</b>              | 10/27/2015        |                              |                               |                                     |                                     |                                      |                           | <b>ESTIMATE NO.:</b>  | <b>5 &amp; Final</b> |
| 9  | <b>ITEM NO.</b>  | <b>DESCRIPTION</b>  | <b>QUANTITY ORIGINAL ESTIMATE</b> | <b>UNIT OF MEASURE</b> | <b>UNIT PRICE</b> | <b>TOTAL CONTRACT AMOUNT</b> | <b>QUANTITY THIS ESTIMATE</b> | <b>WORK COMPLETED FROM PREVIOUS</b> | <b>BALANCE OF MATERIALS ON HAND</b> | <b>TOTAL VALUE OF WORK COMPLETED</b> | <b>% OF WORK COMPLETE</b> |                       |                      |
| 10 | 1  | Saw Cut Concrete Pavement   | 18000                             | LFT                    | \$ 1.50           | \$ 27,000.00                 |                               | 3967.9                              |                                     | \$ 5,951.85                          | 22.04%                    |                       |                      |
| 11 | 2  | Remove and install 8" class "C" concrete Street Pavement  | 20000                             | SY                     | \$ 46.00          | \$ 920,000.00                |                               | 244.49                              |                                     | \$ 11,246.54                         | 1.22%                     |                       |                      |
| 12 | 3  | Remove and install 10" class "C" concrete Street Pavement   | 750                               | SY                     | \$ 59.00          | \$ 44,250.00                 |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 13 | 4  | Remove existing pavement and install 8" class "K" concrete using high early concrete                        | 500                               | SY                     | \$ 53.00          | \$ 26,500.00                 |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 14 | 5  | Remove and install 10" class "K" concrete pavement using high early concrete                                | 400                               | SY                     | \$ 61.00          | \$ 24,400.00                 |                               | 1460.32                             |                                     | \$ 89,079.52                         | 365.08%                   |                       |                      |
| 15 | 6  | Remove and install class "C" concrete Alley pavement  | 5000                              | SY                     | \$ 58.00          | \$ 290,000.00                |                               | 3959.84                             |                                     | \$ 229,670.72                        | 79.20%                    |                       |                      |
| 16 | 7  | Remove and install class "C" concrete Alley approach  | 500                               | SY                     | \$ 42.00          | \$ 21,000.00                 |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 17 | 8  | Class "A" Integral concrete curb six inches (6")  | 3000                              | LFT                    | \$ 39.00          | \$ 117,000.00                |                               | 1158.2                              |                                     | \$ 45,169.80                         | 38.61%                    |                       |                      |
| 18 | 9  | Remove and install class "A" separate concrete curb & gutter 30" or match existing curb and gutter          | 2500                              | SY                     | \$ 30.00          | \$ 75,000.00                 |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 19 | 10   | Remove and install class "C" Concrete Driveway  | 100                               | SY                     | \$ 100.00         | \$ 10,000.00                 |                               | 128.47                              |                                     | \$ 12,847.00                         | 128.47%                   |                       |                      |
| 20 | 11   | Remove and install class "A" concrete 4 ft Sidewalk at minimum depth of four inches                         | 750                               | LFT                    | \$ 32.00          | \$ 24,000.00                 |                               | 25.5                                |                                     | \$ 816.00                            | 3.40%                     |                       |                      |
| 21 | 12   | Remove and install class "A" concrete 5ft Sidewalk at minimum depth of four inches                          | 100                               | LFT                    | \$ 40.00          | \$ 4,000.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 22 | 13   | Construct SW Retaining wall (variable height) up to 36 inches   | 1500                              | SF                     | \$ 6.00           | \$ 9,000.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 23 | 14   | Construct Retaining wall (variable height) up to 36 inches  | 750                               | SF                     | \$ 11.00          | \$ 8,250.00                  |                               | 475.18                              |                                     | \$ 5,226.98                          | 63.36%                    |                       |                      |
| 24 | 15   | Install Stamped Colored concrete (match existing color and pattern)   | 1000                              | SY                     | \$ 40.00          | \$ 40,000.00                 |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 25 | 16   | Remove and install Barrier free ramps   | 15                                | EA                     | \$ 650.00         | \$ 9,750.00                  |                               | 7                                   |                                     | \$ 4,550.00                          | 46.67%                    |                       |                      |
| 26 | 17   | Remove and install Barrier free double barrier free ramps   | 5                                 | EA                     | \$ 700.00         | \$ 3,500.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 27 | 18   | Install Topsoil to grade between sidewalk and curb  | 60                                | CY                     | \$ 50.00          | \$ 3,000.00                  |                               | 107                                 |                                     | \$ 5,350.00                          | 178.33%                   |                       |                      |
| 28 | 19   | Excavation of failed sub-grade and install Cement Treated Base (CTB) and re-compact to STD proctor density. | 60                                | CY                     | \$ 96.00          | \$ 5,760.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 29 | 20   | Excavation of failed sub-grade and install Flex Base and re-compact to STD proctor density.                 | 1500                              | CY                     | \$ 95.00          | \$ 142,500.00                |                               | 2589.85                             |                                     | \$ 246,035.75                        | 172.66%                   |                       |                      |
| 30 | 21   | Remove and install Inlet top and throat to the proper elevation   | 50                                | LFT                    | \$ 115.00         | \$ 5,750.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 31 | 22   | Remove and install 10ft Inlet to the proper elevation   | 2                                 | EA                     | \$ 3,200.00       | \$ 6,400.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 32 | 23   | Remove and install 15ft Inlet to the proper elevation.  | 2                                 | EA                     | \$ 3,600.00       | \$ 7,200.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 33 | 24   | Remove and install 20 ft Inlet to the proper elevation.   | 2                                 | EA                     | \$ 4,500.00       | \$ 9,000.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 34 | 25   | Remove and install Concrete Flume to the proper elevation.  | 100                               | SY                     | \$ 30.00          | \$ 3,000.00                  |                               | 10.86                               |                                     | \$ 325.80                            | 10.86%                    |                       |                      |
| 35 | 26   | Install Sod and match existing grass  | 250                               | SY                     | \$ 18.00          | \$ 4,500.00                  |                               | 871.63                              |                                     | \$ 15,689.34                         | 348.65%                   |                       |                      |
| 36 | 27   | Install Type A dry rock rip rap (12" thick)   | 100                               | SY                     | \$ 50.00          | \$ 5,000.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 37 | 28   | Remove and install New Manhole cover and ring   | 2                                 | EA                     | \$ 600.00         | \$ 1,200.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 38 | 29   | Adjust existing Manhole cover and rings to the proper elevation.  | 10                                | EA                     | \$ 190.00         | \$ 1,900.00                  |                               | 2                                   |                                     | \$ 380.00                            | 20.00%                    |                       |                      |
| 39 | 30   | Install New water valve cover and stack (Bass Hays 340-1) to the proper elevation.                          | 2                                 | EA                     | \$ 150.00         | \$ 300.00                    |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 40 | 31   | Adjust existing Water valve cover and stack to the proper elevation.  | 10                                | EA                     | \$ 150.00         | \$ 1,500.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 41 | 32   | Deploy Portable Message Board   | 20                                | EA                     | \$ 100.00         | \$ 2,000.00                  |                               | 11                                  |                                     | \$ 1,100.00                          | 55.00%                    |                       |                      |
| 42 | 33   | Furnish and install 24 inch root barrier by Deep Root   | 700                               | LFT                    | \$ 8.00           | \$ 5,600.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 43 | 34   | RESET 18" to 31" RCP (storm pipe) to grade and place collar   | 100                               | LFT                    | \$ 30.00          | \$ 3,000.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 44 | 44   | (Min width 12") around each joint. Utility Ditch depth not to exceed 4' in depth                            |                                   |                        |                   |                              |                               | 0                                   |                                     | \$ -                                 |                           |                       |                      |
| 45 | 35   | Install Type A dry rock rip rap (12" thick)   | 30                                | SY                     | \$ 40.00          | \$ 1,200.00                  |                               | 0                                   |                                     | \$ -                                 | 0.00%                     |                       |                      |
| 46 | 36   | Adjust Sprinkler heads to the proper height.  | 50                                | EA                     | \$ 50.00          | \$ 2,500.00                  |                               | 21                                  |                                     | \$ 1,050.00                          | 42.00%                    |                       |                      |
| 47 | 37   | Relocate Irrigation system.   | 200                               | LFT                    | \$ 10.00          | \$ 2,000.00                  |                               | 40                                  |                                     | \$ 400.00                            | 20.00%                    |                       |                      |
| 48 | 38   | Furnish and install all pavement Markings removed during construction                                       | 200                               | LFT                    | \$ 15.00          | \$ 3,000.00                  |                               | 0                                   |                                     | \$ -                                 |                           |                       |                      |
| 49 | <b>TOTAL FOR PAGE / PROJECT</b>                                  |   |                                   |                        |                   | <b>\$1,869,960.00</b>        |                               |                                     |                                     | <b>\$674,889.30</b>                  |                           |                       |                      |

**ATTACHMENT "B"  
PAYMENT REQUEST**

**TABULATION OF VALUES FOR APPROVED CHANGE ORDERS**

| <b>PROJECT:</b> 2014-10 Annual Contract for Concrete Repair & Maint. |                     |                            |                 |            |                       |                        |                                       |                                |                               | <b>PROJECT NUMBER</b> |
|--|---------------------|----------------------------|-----------------|------------|-----------------------|------------------------|---------------------------------------|--------------------------------|-------------------------------|-----------------------|
| <b>OWNER:</b> CITY OF ROWLETT  |                     |                            |                 |            |                       |                        |                                       |                                |                               | 2014-10               |
| <b>CONTRACTOR:</b> Tri-Con Services, Inc.                            |                     |                            |                 |            |                       |                        |                                       |                                |                               |                       |
| <b>ENGINEER:</b> CITY OF ROWLETT                                     |                     |                            |                 |            |                       |                        |                                       |                                |                               |                       |
| <b>PAYMENT PERIOD FROM:</b> 10/13/2015                               |                     | <b>TO</b>                  |                 | 10/27/2015 |                       |                        |                                       | <b>ESTIMATE NO.:</b> 5 & Final |                               |                       |
| ITEM NO.   | DESCRIPTION OF ITEM | QUANTITY ORIGINAL ESTIMATE | UNIT OF MEASURE | UNIT PRICE | TOTAL CONTRACT AMOUNT | QUANTITY THIS ESTIMATE | WORK COMPLETED FROM PREVIOUS ESTIMATE | BALANCE OF MATERIALS ON HAND   | TOTAL VALUE OF WORK COMPLETED | % OF WORK COMPLETE    |
|  |                     |                            |                 |            |                       |                        |                                       |                                |                               |                       |
| <b>TOTAL FOR PAGE / PROJECT</b>                                      |                     |                            |                 |            | 0                     |                        |                                       |                                | 0                             |                       |

ATTACHMENT "C"  
PAYMENT REQUEST  
TABULATION OF VALUES FOR MATERIALS ON HAND

|                    |  |                       |         |
|--------------------|--|-----------------------|---------|
| <b>PROJECT:</b>    | 2014-10 Annual Contract for Concrete Repair & Maint. | <b>PROJECT NUMBER</b> |         |
| <b>OWNER:</b>      | CITY OF ROWLETT                                      |                       | 2014-10 |
| <b>CONTRACTOR:</b> | Tri-Con Services, Inc.                               |                       |         |
| <b>ENGINEER:</b>   | CITY OF ROWLETT                                      |                       | 0       |

**PAYMENT PERIOD FROM:** 10/13/2015 **TO** 10/27/2015 **ESTIMATE NO.:** 5 & Final

| ATTACHMENT "A" OR "B" ITEM NO.  | TOTAL SCHEDULED VALUE | NAME OF SUPPLIER | INVOICE NO. | TOTAL INVOICE AMOUNT THIS ESTIMATE | TOTAL STORED MATERIAL AT LAST PAY ESTIMATE | AMOUNT INSTALLED TO DATE | BALANCE OF MATERIALS ON HAND |
|---------------------------------|-----------------------|------------------|-------------|------------------------------------|--|--------------------------|------------------------------|
|                                 |                       |                  |             |                                    |  |                          | 0                            |
| <b>TOTAL FOR PAGE / PROJECT</b> |                       |                  |             |                                    |  |                          | 0                            |

ATTACHMENT "D"  
PROJECT SUMMARY

|                    |  |                       |
|--------------------|--|-----------------------|
| <b>PROJECT:</b>    | 2014-10 Annual Contract for Concrete Repair & Maint. | <b>PROJECT NUMBER</b> |
| <b>OWNER:</b>      | City of Rowlett                                      | 2014-10               |
| <b>CONTRACTOR:</b> | Tri-Con Services, Inc.                               |                       |
| <b>ENGINEER:</b>   | City of Rowlett                                      |                       |

**PAYMENT PERIOD FROM:** 10/13/2015 TO 10/27/2015 **ESTIMATE NO.:** 5 & Final

**CONTRACT TIME SUMMARY**

|  |          |      |
|--|----------|------|
| Date of Notice to Proceed                        | 8-Jun-15 |      |
| Original Contract Duration                       | 365      | Days |
| Original Date of Contract Substantial Completion | N/A      |      |
| Original Date of Contract Final Completion       | N/A      |      |
| Approved Time Extensions                         | 0        | Days |
| Current Contract Duration                        | 365      | Days |
| Current Date of Contract Substantial Completion  | N/A      |      |
| Current Date of Contract Final Completion        | N/A      |      |
| Days Charged to Project to Date                  | 0        | Days |
| Days Remaining in Contract                       | 365      | Days |
| Percent of Current Project Duration              | 0.00     | %    |
| Current Scheduled Completion Date                |          |      |
| Project is (Ahead/Behind) Schedule               | Ahead    |      |

**CONTRACT COST SUMMARY**

|  |               |
|--|---------------|
| Original Contract Amount                       | \$ 675,000.00 |
| Approved Change Orders                         | \$ -          |
| Current Contract Amount                        | \$ 675,000.00 |
| Contract Earnings to Date on Original Contract | \$ 674,889.30 |
| Earnings on Approve Change Orders              | \$ -          |
| Materials on Hand                              | \$ -          |
| Total Current Project Amount Earned            | \$ 674,889.30 |
| Percent of Contract Earned to Date             | 99.98%        |
| Retainage                                      | \$ -          |
| Amount Paid to Date                            | \$ 607,400.37 |
| Percent of Contract Paid to Date               | 89.99%        |



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

(4. / )

|                    |  |                        |                |
|--------------------|--|------------------------|----------------|
| <b>PROJECT:</b>    | <u>2014-10 ANNUAL CONTRACT FOR CONCRETE REPAIR AND MAINT</u> | <b>PROJECT NUMBER:</b> | <u>2014-10</u> |
| <b>OWNER:</b>      | <u>CITY OF ROWLETT</u>                                       | <b>RENEWED JUNE</b>    | <u>2015</u>    |
| <b>CONTRACTOR:</b> | <u>TRI-CON SERVICES, INC</u>                                 |                        |                |
| <b>ENGINEER:</b>   | <u>ROBIN WEBBER</u>  |                        |                |

The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

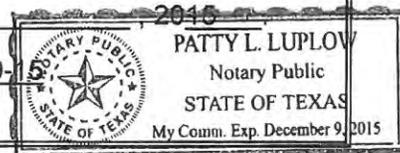
**CONTRACTOR** TRI-CON SERVICES, INC

**BY** IAN GERBER

**TITLE** VICE PRESIDENT

Subscribed and sworn to before me this 27 day of OCTOBER

Notary Public: Patty L. Luplow My Commission Expires: 12-09-





CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

(4. / )

PROJECT: 2014-10 ANNUAL CONTRACT FOR CONCRETE REPAIR & MAINT
OWNER: CITY OF ROWLETT
CONTRACTOR: TRI-CON SERVICES, INC
ENGINEER: ROBIN WEBBER

PROJECT NUMBER: 2014-10
RENEWED JUNE 2015

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

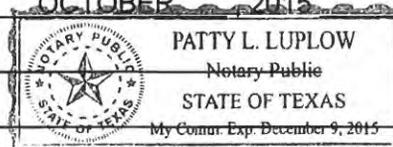
CONTRACTOR TRI-CON SERVICES, INC

By IAN GERBER
Title VICE PRESIDENT

Subscribed and sworn to before me this 27 day of OCTOBER 2015

Notary Public: Patty L. Luplow

My Commission Expires: 12-09-2015





City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7F

**TITLE**

Consider action to approve an ordinance to amend the City's Junked Motor Vehicle regulations to update in accordance with State Law.

**STAFF REPRESENTATIVE**

Lt. Marvin Gibbs, Community Services Commander  
Maria Martinez, Community Services Manager

**SUMMARY**

The 84<sup>th</sup> Texas Legislature has amended certain provisions of the Texas Transportation Code to revise the statutory definition of "junked vehicle" such that expired inspection stickers are no longer a part of the statutory definition. The City is changing the definition of "junked vehicle" to reflect that change.

**BACKGROUND INFORMATION**

On April 4, 2000, City Council adopted Ordinances 4-4-00B and 4-4-00C, concerning Abandoned or Junked Motor Vehicles. The past City ordinance assigned the responsibility for public and private property to both the police department and City staff in reference to junk and abandoned vehicles. The new ordinance assigned responsibility for vehicles on public property to the police department and vehicles on private property to the code enforcement staff.

**DISCUSSION**

The current City ordinance regarding junked motor vehicles defines a "junked vehicle" as any motor vehicle defined in Section 683.071 of the Transportation Code that is self-propelled and:

1. Does not have lawfully attached to it:
  - a) An unexpired license plate; or
  - b) A valid motor vehicle inspection certificate; or
2. Is wrecked, dismantled or partially dismantled, or discarded; or
3. Is and has remained inoperable for more than thirty (30) consecutive days, if the vehicle is on private property.

The state of Texas has adopted a one-sticker system for motor vehicle windshields in which a current registrant sticker (which validates the vehicle's license plates) will not be issued without a valid motor vehicle inspection. Inspection information is uploaded by inspection stations to a state-maintained database and is cross-checked before registration stickers are issued. Beginning in the spring of this year, motor vehicle inspection certificates will no longer be issued in Texas.

The new definition for junked vehicle shall read;

Junked vehicle means a vehicle that

- (1) Is self-propelled; and
- (2) Is:
  - a. Wrecked, dismantled or partially dismantled, or discarded;
  - b. Inoperable and has remained inoperable for more than:
    - (i) 72 consecutive hours, if the vehicle is on public property; or
    - (ii) 30 consecutive days, if the vehicle is on private property.

For purposes of this article, "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This article applies only to:

- (1) A motor vehicle that displays an expired license plate or does not display a license plate;
- (2) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (3) A watercraft that:
  - a. Does not have lawfully on board an unexpired certificate of number; and
  - b. Is not a watercraft described by Section 31.055, Parks and Wildlife Code, as amended.

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

Approve a resolution to amend Chapter 22-81 "Junked and Abandoned Vehicles."

## **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING DIVISION 3 ("JUNKED VEHICLES") OF ARTICLE II ("JUNKED AND ABANDONED VEHICLES") OF CHAPTER 22 ("ENVIRONMENT") OF THE CODE OF ORDINANCES OF THE CITY OF ROWLETT, TEXAS, TO AMEND THE DEFINITION OF "JUNKED VEHICLE;" PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett, has adopted comprehensive regulations in compliance with state law to declare junked motor vehicles as public nuisances and to abate such nuisances; and

**WHEREAS**, the 84th Texas Legislature has amended certain provisions of the Texas Transportation Code to revise the statutory definition of "junked vehicle," and

**WHEREAS**, the City Council of the City of Rowlett, finds that it is appropriate to amend the Code of Ordinances such that the Code meets the statutory language.

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

**Section 1.** That Division 3, "Junked Vehicles," of Article II, "Junked and Abandoned Vehicles," of Chapter 22, "Environment," of the Code of Ordinances of the City of Rowlett, Texas, be and is hereby amended to replace the definition of "junked vehicle" in section 22-81, such that the definition shall read as follows:

**"CHAPTER 22  
ENVIRONMENT**

...

**ARTICLE II  
JUNKED AND ABANDONED VEHICLES**

...

**DIVISION 3. – JUNKED VEHICLES**

Sec. 22-81. Definitions.

...

Junked vehicle means a vehicle that

- (1) is self-propelled; and
- (2) is:
  - a. wrecked, dismantled or partially dismantled, or discarded;
  - b. inoperable and has remained inoperable for more than:
    - (i) 72 consecutive hours, if the vehicle is on public property; or
    - (ii) 30 consecutive days, if the vehicle is on private property.

For purposes of this article, "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This article applies only to:

- (1) a motor vehicle that displays an expired license plate or does not display a license plate;
- (2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (3) a watercraft that:
  - a. does not have lawfully on board an unexpired certificate of number; and

b. is not a watercraft described by Section 31.055, Parks and Wildlife Code, as amended.

...”

**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 Hundred Dollars (\$200.00) 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:** 11/17/15

**AGENDA ITEM:** 7G

**TITLE**

Consider action to approve an agreement with the Garland Independent School District for School Resource Officers, and to authorize the City Manager to execute the agreement on the City's behalf.

**STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police  
M.D. Gibbs, Lieutenant

**SUMMARY**

On May 20, 2015, Garland Independent School District Superintendent (GISD) Dr. Bob Morrison requested a meeting with Police Chiefs and representatives from Rowlett, Garland and Sachse to discuss a proposal to add additional School Resource Officers (SRO). Dr. Morrison emphasized that GISD's request was for security and safety of the students and faculty. The additional SROs requested were Garland (8), Rowlett (3) and Sachse (1). All positions will be fully funded by GISD for the entire calendar year (not school year) with no end to the agreement. Additionally, GISD agreed to pay for half of the police vehicles including all necessary equipment and software needed to outfit the vehicles.

The additional SROs request represents a separate agreement than the current agreement in place now. An agreement has been reached between the City of Rowlett and GISD for an additional three SROs and funding has been discussed.

**BACKGROUND INFORMATION**

Currently all three jurisdictions of Rowlett, Garland and Sachse are in a contractual agreement with GISD to provide SROs. The agreement has been in place since 1992 and has been self-renewing for one (1) year periods unless terminated by either party.

Under the current agreement, Rowlett Police Department provides five (5) SROs to the following schools. Rowlett High School (1 SRO), Coyle Middle School (1 SRO), Schrade Middle School (1 SRO), all west side elementary schools (1 SRO) and all east side elementary schools (1 SRO). Funding for the current SROs is a 50/50 agreement; however GISD only pays for 50 percent of the actual school days and the City of Rowlett funds the remainder. This item will give Rowlett eight SROs.

On June 2, 2015, Staff met with Council during a work session to discuss the proposed agreement with GISD. On June 9, 2015, a startup estimate was brought before the Board of Trustees for GISD.

## **DISCUSSION**

In an amendment to the current contract between the City of Rowlett and GISD where GISD pays half of the salary for five (5) current SROs, GISD shall be responsible for 100% of all salary and benefits for three (3) additional SROs. The estimated cost of the foregoing three (3) SROs is \$308,430.00. Also included is approximately \$106,000.00 for three (3) fully equipped squad cars. Further, GISD will pay a one-time start-up cost of \$8,012.67 for the purchase of equipment for the three (3) SROs. After the initial year of the agreement GISD would only pay the salary and benefits of the three (3) officers.

The assignments of the three (3) SROs would add an additional officer to the High School and the other two would be "travelers." The travelers would be assigned to east and west sides of the city and their main responsibility would be security for the schools in their assigned area. Additionally the travelers would be assigned a school if the SRO for any particular school was absent for any reason.

## **FINANCIAL/BUDGET IMPLICATIONS**

The startup cost of three police officers and related officer equipment would be (0) zero to the City based on the discussion with Dr. Morrison. The ongoing police officer salaries going forward would also be paid by GISD.

These figures are estimates and would be firmed up at time of actual purchase. The cost of three additional police vehicles and all related hardware and software equipment would be divided equally 50/50. The cost of a police unit equipped with all necessary software and hardware equipment would be approximately \$70,000 per police car. City of Rowlett's share of three police vehicles would be approximately \$105,000 for startup. There would be some licensing and maintenance cost going forward yearly that would be placed into police operating budget.

## **RECOMMENDED ACTION**

Consider action to approve the City Manager to enter into an interlocal agreement with GISD for the above referenced School Resource Officers.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR GOVERNMENTAL SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE CITY OF ROWLETT AND THE GARLAND INDEPENDENT SCHOOL DISTRICT; AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY APPROVAL, TO EXECUTE THE NECESSARY DOCUMENTS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Garland Independent School District and City of Rowlett are both governmental entities authorized to enter into agreements in accordance with the Texas Interlocal Cooperation Act, TEX. GOV'T CODE, Section 791.001 *et seq.*, for the purpose of achieving efficiency in the accomplishment of governmental administrative functions and services; and

**WHEREAS**, the City Council of the City of Rowlett, Texas has been presented a proposed Agreement by and between Garland Independent School District and the City of Rowlett for governmental services; and

**WHEREAS**, Garland Independent School District has requested that the City of Rowlett assign three fully outfitted and equipped police officers, and three equipped police vehicles for all school days to Garland Independent School District school facilities; and

**WHEREAS**, the agreement will begin from August 1, 2015 and shall be for a (1) one year period ending July 31 of the following year each year the Agreement is active; and

**WHEREAS**, the City of Rowlett desires to participate in an interlocal cooperation agreement with the Garland Independent School District.

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

**Section 1:** That the City Council of the City of Rowlett does hereby accept and approve an Interlocal Cooperation Agreement with the Garland Independent School District to provide School Resource Officers and equipment to the District, said agreement being attached hereto and incorporated herein as "Exhibit A".

**Section 2:** That the City Council hereby authorizes the City Manager to execute the Interlocal Agreement with the Garland Independent School District for said School Resource Officer services, after City Attorney approval.

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

**ATTACHMENT**

Exhibit A - Contract with GISD

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement (“Agreement”) is made and entered into by and between the GARLAND INDEPENDENT SCHOOL DISTRICT (“GISD”) and the CITY OF ROWLETT, acting through its Chief of Police (“City”) for the purpose of establishing a School Resource Officer (referred to herein as SRO) Program in the City of Rowlett schools in the District.

WITNESSETH:

That the Garland Independent School District and the Rowlett Police Department intend to provide law enforcement education and related services to the public schools of the City of Rowlett as hereafter described, and

That the Garland Independent School District and the City of Rowlett will mutually benefit from the SRO program.

NOW, THEREFORE, the terms of this Agreement are as follows:

### **ARTICLE I**

#### **TERM OF AGREEMENT**

The term of this Agreement shall be from August 1, 2015 to July 31, 2016, and shall automatically renew for one-year terms unless terminated as provided hereinafter. All renewal terms shall be for one (1) year beginning August 1 and ending July 31 of the following year. Notice of non-renewal shall be in writing and sent to the other party at least 90 days prior to the commencement of the applicable school year.

### **ARTICLE II**

#### **OBLIGATIONS OF THE CITY**

The obligations of the City shall be fulfilled by the Rowlett Police Department under the direction of the Chief of Police or his designee.

The obligations of the Chief of Police and the School Resource Officers (SROs) are as follows:

#### **A. Provision of School Resource Officers.**

The Chief of Police shall assign eight (8) sworn police officers to the SRO program. Four officers will be assigned full-time to the Rowlett High School (two officers), the Coyle Middle School and the Schrade Middle School (one each). The remaining four SRO’s shall be assigned to the above schools and to GISD elementary schools located in Rowlett on a rotating basis at the discretion of the Chief of Police or the SRO supervisor.

#### **B. Selection of School Resource Officers.**

The Chief of Police or his designee(s), with input from members of Garland Independent School District appointed by the Superintendent of Schools, shall select each SRO considering the following evaluation criteria:

1. SROs must have the ability to deal effectively with students. The ages and socioeconomic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
2. SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such a nature that a positive image of the police departments is reflected.
3. SROs must have the ability to provide high quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of SRO's must be of high caliber so that the SRO can effectively and accurately provide resource teaching service. SROs will act as a guest lecturer upon request of the DISTRICT administration/faculty.
4. SROs must have the desire and ability to work cooperatively with the DISTRICT staff, principals, the administrative staff and school officials.
5. Each SRO must be a state certified law enforcement officer.
6. SROs must meet any other criteria the Chief of Police deems appropriate.

### **C. Normal duty hours of School Resource Officers.**

Each high school and middle SRO will be assigned to his/her school on a full-time basis of eight (8) hours on days and during hours that the assigned school is in regular session.

SROs with more than one school will determine a schedule that is agreeable with the principals of the schools they are assigned to, along with the SRO supervisor.

The SRO may be temporarily reassigned as determined by the Chief of Police or his designee as a result of a law enforcement emergency.

SROs shall schedule personal leave and comp time with prior approval from the SRO supervisor and prior notice given to their school principal or designee.

### **D. Duties of School Resource Officers**

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO concept reflects the philosophy of the School Resource Officer Program and adheres to the roles of Law Enforcement Officer,

Counselor, and Teacher. The SROs are first and foremost Law Enforcement Officers for the City and shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the guidelines of the City and its Police Department Policies and Procedures Manual

The SROs report directly to the Chief of Police, or his designee, regarding all matters pertinent to their position and function. The SROs are enforcement officers in regards to criminal matters only. Presence of an SRO is expected on his/her assigned campus on one school day per week before classes start in the morning, between most class changes, during most lunch periods, immediately after school and during most any other time during the school day when students assemble in large groups. The purpose of that presence is to deter criminal behavior and not perform school duty.

While on duty, each SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics.
2. Act as a resource person in the area of law enforcement education.
3. Conduct or assist in criminal investigations of violations of law on school property.
4. Provide a law enforcement resource when necessary to maintain the peace of District property.
5. Make arrests and referrals of criminal law violators using his/her discretion.
6. Provide counseling to students at the request of the school staff, at the request of a student or parent or when the SRO feels it is in the best interest of student. The SRO shall notify the school principal of the fact that a student has been counseled. "Counseling" in this agreement refers to mentoring and advisement, not to any activity requiring a license or certificate to perform.
7. Make referrals to social service agencies.
8. Provide assistance in civil (custody) matters.
9. Wear official police uniform, which shall be provided at the police department's expense; however, civilian attire may be worn on some occasions with prior approval by the SRO supervisor.
10. Perform other duties mutually agreed upon by the principal and the SRO supervisor provided the performance of such duties is legitimately and reasonable related to the SRO program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the Garland Independent School District and the Rowlett Police Department.  
Any off-campus activity requiring the services of the SRO shall be contingent on the approval of the Chief of Rowlett Police Department, or his designee.
11. Follow and conform to all GISD policies and procedures that do not conflict with the policies or procedures of the Rowlett Police Department. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Acts.
12. Complete a "Monthly Activities Report" or other reports regarding the SRO activities as directed by the SRO supervisor.
13. Develop, implement and evaluate security programs in the assigned school(s).

14. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses.
15. Make presentations to civic groups.
16. Participate, upon request, with school/student committees.
17. Coordinate with, and participate in, Neighborhood Crime Watch.
18. Any other duties as directed by the Chief of Police.

**E. Support Services to be provided by the Rowlett Police Department**

The Rowlett Police Department shall continue to provide police services to the GISD with the position of the SRO as an enhancement.

**ARTICLE III**

**OBLIGATIONS OF THE DISTRICT**

The GISD shall provide the SROs, in each school to which an SRO is assigned, the following materials and facilities:

1. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.
2. A locking file cabinet and location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, filing cabinet and office supplies (i.e. paper, pencil, pens, etc.).
4. Personal computer with printer.
5. Access to clerical assistance.
6. Telephone

**ARTICLE IV**

**EMPLOYEE STATUS OF SROs**

The SRO's shall be employees of the City of Rowlett and not employees of the Garland Independent School District. The City shall be responsible for the hiring, training, discipline, and dismissal of City of Rowlett personnel.

The City is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which the SROs are assigned to the SRO Program and the manner in which City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between GISD and the City or any of the City's agents or employees. The City assumes responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The City, its agents and employees, shall not be entitled to any rights or privileges of GISD employees and shall not be considered in any manner to be

GISD employees. The GISD may or may not desire to evaluate the services provided to GISD by the SRO Program. Any such evaluation should be presented to the City on a prescribed form.

## **ARTICLE V**

### **PAYMENT**

In consideration of the services provided herein, the GISD shall pay an annual sum to be agreed upon on or before August 1 of each year of the Agreement, save and except the 2015-2016 school year, where the sum shall be agreed on by September 1, 2015, by the authorized representatives of the GISD and the City. Payment shall be based on the Funding Formula described in this Agreement.

Except as expressly stated hereinafter, no other consideration other than the annually negotiated payment will be required during the term of this Agreement for the in-school services called for herein, unless agreed to by both parties.

## **ARTICLE VI**

### **OVERTIME**

GISD agrees to create and provide overtime funding for other SRO extracurricular activity which is conducted after normal working hours. Overtime activity must be approved in advance by the principal or his/her designee.

The school GISD will reimburse the City of Rowlett for salaries/benefits paid to police officers who provide police services at GISD athletic or other extracurricular events at a previously agreed upon overtime rate. All such events shall be scheduled through the office of the SRO supervisors and reimbursed at an overtime rate also agreed upon by all parties involved, on a contract basis. The funding formula in Art. VII shall not apply to overtime compensation.

## **ARTICLE VII**

### **FUNDING FORMULA**

Except as otherwise specifically described in this Agreement, funding for five SRO's shall be divided between the GISD and City whereby GISD shall remit to City one-half (1/2) of all salary and benefits for SRO's designated by City. GISD shall be responsible for 100% of all salary and benefits for three SRO's designated by the City. For the 2015-2016 school year, the estimated cost of the foregoing three SRO's is \$308,430.00. GISD will be issued monthly statements as to these costs, which must be paid within thirty (30) days after delivery.

In addition, for the 2015-2016 school year only, GISD will also pay fifty percent (50%) of the cost of three fully equipped squad cars; the total cost for all cars is approximately \$106,000. The City may invoice GISD as the City incurs these costs or may request full payment within thirty (30) days following GISD's acceptance of this Agreement. Further, GISD agrees to pay a one-

time start-up cost of \$8,012.67 for the purchase of equipment and gear for the three SRO's as designated by the City. These costs must be paid within thirty (30) days of the final execution of this Agreement.

GISD shall not be relieved of its obligation to pay any amount required under this Agreement in the event that City exercises its right to temporarily reassign any SRO for a period not to exceed fifteen (15) days when, in the sole judgment of the City, their service is required in response to an emergency, or in the event that the SRO is absent due to sickness, injury, training or court appearances. However, the City shall furnish replacement officers on days when regular SROs are absent for any period exceeding thirty (30) days. Replacement officers must meet the selection requirements of SRO Applicants as stated herein. GISD shall not be required to pay the salary and benefit amounts for an SRO if an absence exceeds fifteen (15) days.

## **ARTICLE VIII**

### **CHANGES TO AGREEMENT**

Changes in the terms of this dated Agreement may be accomplished only by formal amendment in writing approved by the City and the GISD. Personnel additions must be by mutual consent of the City and the GISD.

## **ARTICLE IX**

### **PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools of the GISD and the Chief of Police, or their designees.

## **ARTICLE X**

### **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days' written notice. Notwithstanding, GISD shall continue to be responsible for payments due for services rendered up to the effective date of termination.

The GISD shall be entitled to a prorated refund of any advance payments for SRO services for each day that SRO services are not provided because of the termination of this Agreement or because of permanent reassignment, without replacement or substitution, by the Chief of Police of one or more SROs.

## **ARTICLE XI**

Neither party to this Agreement shall be deemed to waive any defenses or immunities available to that party, whether sovereign, governmental, qualified, official or otherwise. Nothing in this Agreement is intended to, and shall not be construed so as to, grant or confer any rights or

benefits to any person not a party to this Agreement. There are no third-party beneficiaries hereto.

This Agreement may be executed in single or multiple counterparts, and is effective as of the last date of signing hereof.

APPROVED:

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Bob Morrison  
SUPERINTENDENT OF SCHOOLS  
GARLAND INDEPENDENT SCHOOL DISTRICT

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Date

---

Brian Funderburk  
CITY MANAGER  
CITY OF ROWLETT

---

Date

---

William Brodnax  
CHIEF OF POLICE  
ROWLETT POLICE DEPARTMENT

---

Date



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7H

**TITLE**

Consider a resolution to contract with Playground Shade and Surfacing Depot for the purchase and installation of 22,000 square feet of Poured-in-Place Playground Rubber Safety Surface for Kids Kingdom Playground in the amount of \$219,530.08.

**STAFF REPRESENTATIVE**

Jermel Stevenson, Director – Parks and Recreation  
Keith Flournoy, Parks Division Manager

**SUMMARY**

The Parks and Recreation Department is seeking approval to purchase and hire a contractor to install Poured-in-Place Rubber Safety Surface for the new Kids Kingdom Playground in Pecan Grove Park. Safety Surface is required to meet mandatory safety standards for playgrounds. Poured-in-Place Rubber Safety Surface provides the highest level of mobility for all abilities. **This project is funded, in part, by the May 2015 bond election.**

**BACKGROUND INFORMATION**

In December of 2014, the City Council tasked the Parks and Recreation Department with proceeding with plans to secure a vendor to lead us in our plans to rebuild the Kids Kingdom Playground. In that same month, through the competitive bidding process, the playground architect firm Play by Design was selected. In January 2015, Play by Design presented a playground design that was approved by the City Council, which included the installation of a Poured-in-Place Rubber Safety Surface.

**DISCUSSION**

The City of Rowlett Parks and Recreation Department is leading the effort to rebuild the Kids Kingdom Playground at Pecan Grove Park. A decision was made to install Poured-in-Place (PIP) Rubber Safety Surface throughout the playground based on the fact that PIP Rubber Safety Surface requires less maintenance and its ease of accessibility for persons of all abilities. The installation of the PIP will be the final step in the completion of the playground before use. Once all of the playground components have been assembled and installed, the surface will be prepared by making sure the base is adequately compacted (crushed concrete base) to 95% compaction. Also the temperature during installation must be a minimum of 40 degrees and it will take 72 hours for the product to properly cure at the minimum temperature.

On November 5, 2015, sealed bids were received and evaluated to hire a contractor to install the PIP Rubber Safety Surface. The lowest bid received was from Playground Shade and Surfacing Depot for the amount of **\$219,530.08**. The work will commence at the completion of the installation

of all the playground components. It will take approximately 10 days to complete the installation because of the time it takes to mix and install the product, in addition to the size of the playground (22,000 square feet).

**FINANCIAL/BUDGET IMPLICATIONS**

The bond approval on May 9, 2015, provided \$557,000 to rebuild Kids Kingdom Playground. Funds for this contract will come from Bond account (No. PK2101-3158001-6701) in the amount of \$219,530.08.

| Budget Account Number/Project Code | Project Title                        | Budgeted Amount (\$2.6 Million Over 3 Years) |        |        | Proposed Amount  |
|------------------------------------|--------------------------------------|--|--------|--------|------------------|
|                                    |                                      | FY2016                                       | FY2017 | FY2018 |                  |
| PK2101-3158001-6701                | Playground Shade and Surfacing Depot | \$660,000                                    | \$ -   | \$ -   | <b>\$219,530</b> |

**RECOMMENDED ACTION**

Staff recommends the City Council approve a resolution to contract with Playground Shade and Surfacing Depot for the purchase and installation of 22,000 square feet of Poured-in-Place Playground Rubber Safety Surface for Kids Kingdom Playground in the amount of \$219,530.08.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE PURCHASE OF POURED IN PLACE RUBBER SAFETY SURFACING FOR KIDS KINGDOM IN THE AMOUNT OF \$219,530.08; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK AUTHORIZATION ON THE CITY’S BEHALF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is desired to purchase poured in place rubber surfacing for Kids Kingdom Playground; and

**WHEREAS**, sealed competitive bids were obtained by the Purchasing Division; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award the bid for poured in place rubber surfacing for Kids Kingdom Playground; and

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

**Section 1:** The City of Rowlett does hereby award the bid for poured in place rubber surfacing in the amount \$219,530.08 to Playground Shade and Surfacing Depot as referenced by Attachments 1 and 2.

**Section 2:** The City Manager is hereby authorized to issue a purchase order to conform to this resolution.

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

**ATTACHMENTS**

Attachment 1 – Bid Documents

Attachment 2 – Bid Tabulations

**City of Rowlett**  
**2016-06 KIDS KINGDOM POUR IN PLACE RUBBER SAFETY SURFACING SYSTEMS**  
**972-412-6198 Fax 972-412-6144**  
**11/5/2015**

Acknowledge Addendum No 1?  
 Bid Bond?

The Fibar Group  
 Dick Evans  
 914-216-1524  
 Yes  
Yes

Lea Park & Play Inc.  
 Travis Lea  
 214-621-8075  
 Yes  
Yes

The Playground, Shade, and  
 Surfacing Depot  
 Shane Jeffreys  
 817-585-4636  
 Yes  
Yes

| Item               | Quantity | Description   | Unit                     | Total        | Unit                   | Total        | Unit  | Total        |
|--------------------|----------|---|--------------------------|--------------|------------------------|--------------|---|--------------|
| 1                  | 12942    | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 4' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$11.10                  | \$143,656.20 | \$10.78                | \$139,514.76 | \$9.88  | \$127,866.96 |
| 2                  | 892      | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 6' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$11.48                  | \$10,240.16  | \$11.28                | \$10,061.76  | \$10.09   | \$9,000.28   |
| 3                  | 4614     | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 8' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$12.53                  | \$57,813.42  | \$12.48                | \$57,582.72  | \$10.54   | \$48,631.56  |
| 4                  | 1216     | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 10' fall, 50% color, 50% black with aliphatic binder. (Sq ft) | \$14.45                  | \$17,571.20  | \$13.68                | \$16,634.88  | \$10.60   | \$12,889.60  |
| 5                  | 1987     | Supply, deliver, & install Pour in Place Bonded Rubber mulch around trees and zip line. (Sq ft)   | \$7.38                   | \$14,664.06  | \$8.88                 | \$17,644.56  | \$10.64   | \$21,141.68  |
| <b>Grand Total</b> |          |   |                          | \$243,945.04 |                        | \$241,438.68 |   | \$219,530.08 |
| Warranty:          |          |   | 10 year limited warranty |              | 10 years               |              | 10 year limited warranty, available upon request  |              |
| Comments:          |          |   |                          |              | Item #5 = 2" thickness |              | Item #5 = 4" for a 8' C.F.H.; **pricing based on doing entire project as quoted for standard colors (eggshell, beige, blue, or green). Payment, Performance, & 2 Year Maintenance Bond included in pricing. |              |

**City of Rowlett**  
**2016-06 KIDS KINGDOM POUR IN PLACE RUBBER SAFETY SURFACING SYSTEMS**  
**972-412-6198 Fax 972-412-6144**  
**11/5/2015**

Acknowledge Addendum No 1?  
 Bid Bond?

|   |  |
|---|--|
| Recreation Consultants of TX<br>Greg Hawkins<br>972-824-4815<br>Yes<br><a href="#">No</a> | Rubber Designs LLC<br>Jonathan Holsomback<br>706-334-2331<br>No<br><a href="#">Yes</a> |
|---|--|

| Item               | Quantity | Description   | Unit                       | Total        | Unit             | Total        |
|--------------------|----------|---|----------------------------|--------------|------------------|--------------|
| 1                  | 12942    | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 4' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$14.95                    | \$193,482.90 |                  | \$157,696.30 |
| 2                  | 892      | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 6' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$14.95                    | \$13,335.40  |                  | \$11,776.46  |
| 3                  | 4614     | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 8' fall, 50% color, 50% black with aliphatic binder. (Sq ft)  | \$14.95                    | \$68,979.30  |                  | \$68,454.92  |
| 4                  | 1216     | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM) with 10' fall, 50% color, 50% black with aliphatic binder. (Sq ft) | \$14.95                    | \$18,179.20  |                  | \$19,436.82  |
| 5                  | 1987     | Supply, deliver, & install Pour in Place Bonded Rubber mulch around trees and zip line. (Sq ft)   | \$12.45                    | \$24,738.15  |                  | \$22,635.50  |
| <b>Grand Total</b> |          |   |                            | \$318,714.95 |                  | \$280,000.00 |
| Warranty:          |          |   | Specified 10 year warranty |              | 10 year warranty |              |
| Comments:          |          |   | Quoted as all or none      |              |                  |              |

**BID PROPOSAL #2016-06**

PROPOSAL OF The Playground, Shade and Surfacing Depot

a Corporation organized and existing under the laws of the State of TX

a partnership consisting of \_\_\_\_\_

\_\_\_\_\_, the business name of \_\_\_\_\_

\_\_\_\_\_, an individual.

TO: The City of Rowlett

PROJECT FOR: Kids Kingdom Pour in Place Rubber Safety Surfacing System

The undersigned Bidder, pursuant to the Foregoing Invitation for Bids, has carefully examined the Instruction to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all work as provided in the Contract Documents; and binds himself upon formal acceptance of his Proposal to execute a contract and bonds, according to the prescribed forms, for the following prices, to-wit:

**BID PROPOSAL #2016-06**

General

Scope & Intent - The City of Rowlett is accepting sealed bids for supply, delivery, and installation of pour in place rubber safety surfacing material at the Kids Kingdom (playground), Pecan Grove Park, 5300 Main Street, Rowlett, Texas 75088. Please submit all questions in writing to [purchasing@rowlett.com](mailto:purchasing@rowlett.com).

Scope: The work involved under this contract consists of the furnishing of all materials, tools, equipment, transportation, services, insurance, bonds, and all labor and superintendence necessary for the construction and completion of all work. Color will be determined at a later date. The quantities are approximate. Contractor should indicate pricing below.

| ITEM NO.                      | QTY.   | UNIT  | DESCRIPTION & PRICE IN WORDS   | UNIT PRICE | TOTAL PRICE      |
|-------------------------------|--------|-------|--|------------|------------------|
| 1.                            | 12,942 | SQ FT | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM), with <u>4'fall</u> , 50% color, 50% black with <del>aromatic</del> <i>aliphatic</i> binder.        | \$9.88     | 127,867          |
| 2.                            | 892    | SQ FT | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM), with <u>6'fall</u> , 50% color, 50% black with <del>aromatic</del> <i>aliphatic</i> binder.        | \$10.09    | 9,000            |
| 3.                            | 4,614  | SQ FT | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM), with <u>8'fall</u> , 50% color, 50% black with <del>aromatic</del> <i>aliphatic</i> binder.        | \$10.54    | 48,632           |
| 4.                            | 1,216  | SQ FT | Supply, deliver, & install Pour in Place Rubber Safety Surfacing Material (EPDM), with <u>10'fall</u> , 50% color, 50% black with <del>aromatic</del> <i>aliphatic</i> binder.       | \$10.60    | 12,890           |
| 5.                            | 1,987  | SQ FT | Supply, deliver, & install Pour in Place Bonded Rubber Mulch around trees and zip line. <del>Safety Surfacing Material (EPDM) Rubber mulch, around trees.</del> @ 4" for a 8' C.F.H. | \$10.64    | 21,142           |
| <b>Total Price Items 1-5:</b> |        |       |  | <b>**</b>  | <b>\$219,531</b> |

219,530.08  
N/A

**\*\* Pricing based on doing entire project as quoted for standard colors (eggshell, beige, blue or green).**

**Payment, Performance & 2 Year Maintenance Bond included in pricing.**

Within ten (10) days after formal acceptance of this Proposal by a Notice of Award of Contract, the undersigned will execute the Contract Agreement and will furnish approved surety bonds and such other bonds as required by the Contract Documents for the faithful performance of the contract. In the event the Contract Agreement and bonds are not executed within the time above set forth, the attached bid security in the amount of 5% of the contract price is to become the property of the Owner as liquidated damages for the delay and additional work caused thereby.

The undersigned agrees to complete all work covered by these Contract Documents within a reasonable period of time after the date of the executed Contract Agreement as directed by the Parks Department.

Receipt is acknowledged of the following addenda:

Addendum No. 1 10-29-15 Add.#1 Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Warranty: 10 year limited warranty; available on request. (Prefer 10 years)

Respectfully submitted by,

Authorized Signature  President

Print Name & Title Shane Jefferys, President

Company Name The Playground, Shade and Surfacing Depot

Street or PO Box 200 N. Rufe Snow Drive, Suite 209

City, State, Zip Keller, TX 76248

Contact Person Shane Jefferys

Telephone/Fax/Email # O: (817) 585-4636 / F: (855) 585-4636 / E: shane@theplaygrounddepot.com

Date 11-3-15

Note: Do not detach bid forms from other papers. Fill in with ink and submit this completed document with any attached documents such as bid bond.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 71

**TITLE**

Consider a resolution amending authorized representatives to access, transmit funds, issue letters of instruction, and take all other actions deemed necessary or appropriate for the investment of funds with the Texas Local Government Investment Pool (TexPool).

**STAFF REPRESENTATIVE**

Kim Galvin, Director of Financial Services

**SUMMARY**

The purpose of this item is to notify TexPool that we have hired a new Director of Financial Services who is authorized to deposit and withdraw funds.

**BACKGROUND INFORMATION**

TexPool requires all additions to the City's authorized users be approved through a formal Council resolution, and the resolution is provided by TexPool. This is a standard practice used by all of our banking and investment service providers.

**DISCUSSION**

The City maintains an account with TexPool, a local governmental investment pool, for the purpose of earning investment income on City funds while maintaining security of principal. The City Manager and Finance Department personnel are authorized to deposit and withdraw funds. Primary responsibility is assigned to the Director of Financial Services. The City Manager, Assistant Director of Finance, and Senior Accountant are authorized to cover any unforeseen problems or routine transactions as directed by the Director of Financial Services. Additionally, Steven Alexander, Managing Director of PFM Asset Management, is assigned inquiry capabilities for the purposes of monitoring investment opportunities.

**FINANCIAL/BUDGET IMPLICATIONS**

N/A

**RECOMMENDED ACTION**

City staff recommends the City Council approve the resolution amending the authorized representatives for TexPool investment funds.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CITY'S DESIGNATIONS OF AUTHORIZED REPRESENTATIVES FOR TEXPOOL INVESTMENT FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett ("Participant") is a local government of the State of Texas and is empowered to delegate to the public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS**, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

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

**Section 1:** That the individuals whose signatures appear in this Resolution be and are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool *Prime*, and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds on the City's behalf.

**Section 2:** That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/TexPool *Prime* account or (2) is no longer employed by the Participant; and

**Section 3:** That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

Any new authorized representatives will be issued personal identification numbers to transact business with TexPool Participant Services.

The following is the list the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Brian Funderburk City Manager

Signature \_\_\_\_\_  
Phone 972-412-6290/Email: [bfunderburk@rowlett.com](mailto:bfunderburk@rowlett.com)

2. Kim Galvin Director of Financial Services

Signature \_\_\_\_\_  
Phone 972-412-6288/Email: [kgalvin@rowlett.com](mailto:kgalvin@rowlett.com)

3. Wendy Badgett Assistant Finance Director

Signature \_\_\_\_\_  
Phone Number 972-412-6285/Email: [wbadgett@rowlett.com](mailto:wbadgett@rowlett.com)

4. Tara Lopez Senior Accountant

Signature \_\_\_\_\_  
Phone Number 972-412-6129/Email: [tlopez@rowlett.com](mailto:tlopez@rowlett.com)

The name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows:

Kim Galvin \_\_\_\_\_

In addition, the Participant hereby appoints the following named persons to perform only inquiry of selected information and cannot perform transactions; which are as follows:

A. Steven Alexander Managing Director, PFM Asset Management  
Phone 407-406-5750/Email: [alexanders@pfm.com](mailto:alexanders@pfm.com)

**Section 4:** That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

**Section 5:** That this document supersedes all prior Authorized Representative designations.

**Section 6:** This resolution shall become effective immediately upon its passage at a regular scheduled meeting.

## **ATTACHMENT**

Attachment 1 – TexPool Resolution



# Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

\* Required Fields

## 1. Resolution

WHEREAS,

The City of Rowlett

Participant Name\*

7 | 7 | 3 | 2 | 2

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Brian Funderburk

Name

City Manager

Title

972-412-6290/bfunderburk@rowlett.com

Phone/Fax/Email

Signature

2. Kim Galvin

Name

Director of Financial Services

Title

972-412-6288/kgalvin@rowlett.com

Phone/Fax/Email

Signature

**1. Resolution (continued)**

3. Wendy Badgett  
 Name  
 Assistant Finance Director  
 Title  
 972-412-6285/wbadgett@rowlett.com  
 Phone/Fax/Email  
 Signature

4. Tara Lopez  
 Name  
 Senior Accountant  
 Title  
 972-412-6129/tlopez@rowlett.com  
 Phone/Fax/Email  
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Kim Galvin  
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Steven Alexander  
 Name  
 Managing Director, PFM Asset Management  
 Title  
 407-406-5750/alexanders@pfm.com  
 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the \_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

City of Rowlett  
 Name of Participant\*

**SIGNED**

Signature\*  
 Todd Gottel  
 Printed Name\*  
 Mayor  
 Title\*

**ATTEST**

Signature\*  
 Laura Hallmark  
 Printed Name\*  
 City Secretary  
 Title\*

**2. Mailing Instructions**

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, or mailed to:  
 TexPool Participant Services  
 1001 Texas Avenue, Suite 1400  
 Houston, TX 77002

**ORIGINAL SIGNATURE AND DOCUMENT REQUIRED**

**TEX-REP**

**2 OF 2**



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7J

**TITLE**

Consider action to amend the Fiscal Year 2014-15 Adopted Operating and Capital Improvements Program Budget.

**STAFF REPRESENTATIVE**

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 Utility Fund budget was amended in July 2015; this amendment was necessary because of the combination of Stage 3 water restrictions followed by May 2015 being recorded as the wettest single month on record in Texas and Oklahoma. Greater than anticipated revenue shortfalls in the Utility Fund necessitated adjustments to the budget. While not included in that amendment, \$400,000 was set aside from the amount allocated to the Utility Fund Cash CIP as additional amount to be utilized to meet our fund balance target.

**BACKGROUND INFORMATION**

On September 16, 2014, the City Council adopted the operating and capital improvements program budget for Fiscal Year 2014-15 and the Master Fee Schedule with the changes to the various rates and fees, including a surcharge on water due to the expected continuation of Stage 3 water restrictions. The surcharge was for \$6.97 per month and was intended to remain until the water restrictions were lifted.

On April 9, 2015, the North Texas Municipal Water District (NTMWD) announced that they would eliminate the Stage 3 water restrictions effective May 1, 2015. As a result, the City eliminated the monthly surcharge effective May 1<sup>st</sup>.

May 2015 was recorded as the wettest single month on record in Texas and Oklahoma. The official National Weather Service observation site for Dallas proper is Love Field, where 14.98 inches of rain was measured in May. That broke the May record of 13.74 inches set in 1957.

**DISCUSSION**

The City continues to monitor water and sewer revenues in the Utility Fund. Revenue projections are based on projected usage of water and sewer. Lower usage than projections are resulting

from the combination of both the Stage 3 water restrictions and the record-breaking rainfall in May. As a result, usage is down by 3.5 percent from the FY2015 revised budgeted projection. Currently, water revenue is 5.3 percent or \$869,199 behind projection.

City staff completed a detailed analysis of Utility Fund expenditure budgets and reduced the FY2015 budget by \$1,086,700 in July 2015. Those operating budget reductions were made up of \$736,386 in water revenue and \$350,314 in sewer revenue.

As indicated above, due to lower than projected usage during the Stage 3 water restrictions and the amount of precipitation that has fallen in the Rowlett area during the month of May, staff knew that it would be very difficult to make up enough usage in the remaining summer months to hit our target. As a result, a two-fold approach was made to the Utility Fund in FY2015 to manage this issue:

1. Amend the budget for \$1.1 million by reducing expenses and eliminating the surplus buffer budgeted in FY2015.
2. Set aside \$400,000 from the amount allocated to the Utility Fund Cash CIP. If we hit our target in the remaining months, this amount would have been reinstated for ongoing projects. If the target was missed, then this amount was to be used to cover any additional shortfall.

The Utility Fund failed to meet its target during the remaining months between July and September of 2015. Staff is recommending a \$500,000 reduction in FY2015 to the ongoing Utility Capital Maintenance Program.

|                      | <b>Project Number</b> | <b>Title</b>               | <b>Adjustment</b> |
|----------------------|-----------------------|----------------------------|-------------------|
| Revenue decrease     | n/a                   | Transfer from Utility Fund | (\$500,000)       |
|                      |                       |                            |                   |
| Expenditure decrease | SS1159                | East Side Lift Station     | (\$29,000)        |
|                      | SS2088                | Manhole Rehabilitation     | (9,000)           |
|                      | SS2095                | Lift & Pump Stations       | (147,000)         |
|                      | WA2099                | Utility Appurtenances      | (50,000)          |
|                      | WA2104                | Tower / Tank Maintenance   | (160,000)         |
|                      | WA2105                | Tools & Equipment          | (5,000)           |
|                      | WA2106                | Capital Equipment Leasing  | (100,000)         |

|              | Project Number | Title | Adjustment         |
|--------------|----------------|-------|--------------------|
| <b>Total</b> |                |       | <b>(\$500,000)</b> |

### **FINANCIAL/BUDGET IMPLICATIONS**

As indicated, this ordinance adjusts revenues and expenditures identified for FY2015. Exhibits A and B to the proposed ordinance details the project reductions for the Utility Capital Maintenance Program.

### **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 Exhibits "A" and "B", 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.

## **ATTACHMENTS**

Exhibit A – Utility Fund Budget Amendment FY2015

Exhibit B – Utility Cash Capital Improvement Fund Budget Amendment FY2015

**FY 2015****CITY OF ROWLETT BUDGET****UTILITY FUND**

|                      | Revised Adopted<br>FY2014-15 | Change            | Revised Adopted<br>FY2014-15 |
|----------------------|------------------------------|-------------------|------------------------------|
| Revenues:            |                              |                   |                              |
| Beginning Resources  | \$ 4,039,203                 |                   | \$ 4,039,203                 |
| Current Revenues:    |                              |                   |                              |
| Tax Revenues         | -                            |                   | -                            |
| Franchise Fees       | -                            |                   | -                            |
| Licenses and Permits | -                            |                   | -                            |
| Charges for Services | 27,367,387                   |                   | 27,367,387                   |
| Fines & Forfeitures  | -                            |                   | -                            |
| Other                | 11,976                       |                   | 11,976                       |
| Transfers In         | 139,397                      |                   | 139,397                      |
| Current Revenues     | <u>27,518,760</u>            | -                 | <u>27,518,760</u>            |
| Available Resources  | <u>31,557,963</u>            | -                 | <u>31,557,963</u>            |
| Expenditures:        |                              |                   |                              |
| Personnel Services   | 2,184,764                    |                   | 2,184,764                    |
| Supplies             | 292,247                      |                   | 292,247                      |
| Purchase Services    | 11,964,918                   |                   | 11,964,918                   |
| Capital Outlay       | 187,544                      |                   | 187,544                      |
| Capital Improvements | 2,700,000                    | (500,000)         | 2,200,000                    |
| Debt Service         | 4,712,956                    |                   | 4,712,956                    |
| Transfers Out        | 5,476,331                    |                   | 5,476,331                    |
| Total Expenditures   | <u>27,518,760</u>            | <u>(500,000)</u>  | <u>27,018,760</u>            |
| Ending Resources     | <u>\$ 4,039,203</u>          | <u>\$ 500,000</u> | <u>\$ 4,539,203</u>          |

CITY OF ROWLETT  
BUDGET AMENDMENT - FY 2014-2015

**BUDGET CHANGES**

| PROJECT NUMBER              | PROJECT NAME OR ACCOUNT DESCRIPTION | ACCOUNT NUMBER | CURRENT BUDGET INCREASE | DECREASE    | REVISED BUDGET |
|-----------------------------|-------------------------------------|----------------|-------------------------|-------------|----------------|
| REVENUE DECREASE            | Transfer to CIP                     | 520 5020       | \$2,700,000             | (\$500,000) | \$2,200,000    |
| EXPENDITURE DECREASE SS1159 | East Side Lift Station              | 5208102        | \$208,840               | (\$29,000)  | \$179,840      |
| EXPENDITURE DECREASE SS2088 | Manhole Rehabilitation              | 5208102        | \$567,522               | (\$9,000)   | \$558,522      |
| EXPENDITURE DECREASE SS2095 | Lift & Pump Stations                | 5208102        | \$602,285               | (\$147,000) | \$455,285      |
| EXPENDITURE DECREASE WA2099 | Utility Appurtenances               | 5208101        | \$67,026                | (\$50,000)  | \$17,026       |
| EXPENDITURE DECREASE WA2104 | Tower / Tank Maintenance            | 5208101        | \$167,473               | (\$160,000) | \$7,473        |
| EXPENDITURE DECREASE WA2105 | Tools & Equipment                   | 5208101        | \$30,702                | (\$5,000)   | \$25,702       |
| EXPENDITURE DECREASE WA2106 | Capital Equipment Leasing           | 5208101        | \$431,107               | (\$100,000) | \$331,107      |



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 7K

### **TITLE**

Consider action to approve a resolution for a Task Authorization for Professional Services with Kimley-Horn in the amount of \$192,000.00 for the design, engineering and site plan for the Public Safety Training Center, and to authorize the Mayor to execute the necessary documents for said services.

### **STAFF REPRESENTATIVE**

Neil Howard, Fire Chief

### **SUMMARY**

This project consists of 4.25 acres located at 8491 Schrade Road. The site is currently vacant and is platted as Lot 1, Block 1. Rowlett Fire Rescue plans to develop a new training center on this site and is to be owned and operated by the City of Rowlett and the fire department. **This was an item approved on the May 2015 bond election.**

### **BACKGROUND INFORMATION**

Plans to build a Rowlett Fire Rescue Training Center were approved during the 2015 Bond Election.

### **DISCUSSION**

Using bond money from the successful May 2015 bond election, the new training facility will be used for police, fire, public works, and volunteer services. In addition, we have three active Citizens Emergency Response Team (CERT) programs and over 230 volunteers in 5 counties and the Rowlett Citizen Corps Council (RCCC) needs use of a facility that can support large training events that promote collaboration between teams. By having Rowlett's own training facility, we will be able to practice and train our first responders for catastrophic events and emergencies. For example, severe weather training (such as a tornado response) will be available through this training center. Like the Garland facility, we will rent our facility to other departments such as Rockwall, Sachse, etc. Even with Fire, Police and Public Works using this facility, there will be opportunities to rent it to other agencies.

Staff determined that the City could move forward with this project based on available funding. The FY2016 CIP budget identifies funding to complete the design and construction of the Rowlett Fire Rescue Training Center.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$192,000 for professional surveying and engineering services is available for Task Authorization #FY2016-KHPSTC-001 in account #3158004-6700 and project

code SP2092. The proposed development is located at 8491 Schrade Road. The scope of services include a copy of the professional services agreement, client approved site plan/parking schedule, plans for building and towers, site assessment report, and copy of any documents related to site guidelines or restrictions. Kimley-Horn will rely upon the completeness of all documents and plans provided by City of Rowlett. The agreement includes \$182,200 for the fees outlined under Table 2 below and \$9,800 in estimated expenses.

Table 1: Budget

| Budget Account Number/Project Code | Project Title                   | Budgeted Amount (\$2.6 Million Over 3 Years) |           |           | Proposed Amount    |
|------------------------------------|---------------------------------|--|-----------|-----------|--------------------|
|                                    |                                 | FY2016                                       | FY2017    | FY2018    |                    |
| 3158004-6700<br>SP2092             | Public Safety Training Facility | \$850,000                                    | \$550,000 | \$850,000 | <b>\$2,250,000</b> |

Table 2: Fees and Billing

| Task   | Amount       |
|--|--------------|
| Task 1 Pre-Application Conference  | \$2,000      |
| Task 2 Master Planning   | 5,000        |
| Task 3 Topographic Survey  | 4,000        |
| Task 4 Boundary Verification Survey                                      | 2,000        |
| Task 5 Geotechnical Study  | 8,000        |
| Task 6 Final Plat  | 5,000        |
| Task 7 Zoning or PD Zoning Plans or Assistance                           | Not Included |
| Task 8 Site Plan/Development Plan  | 7,000        |
| Task 9 Façade Plan/Development Plan                                      | Not Included |
| Task 10 Traffic Threshold Analysis/Development Plan                      | 2,500        |
| Task 11 Site Lighting Plan/Development Plan                              | 3,000        |
| Task 12 Landscape Plan/Development Plan                                  | 6,000        |
| Task 13 Irrigation Plans   | 3,000        |
| Task 14 Schematic Design – Civil Plans                                   | 7,000        |
| Task 15 Schematic Design – Structural Plans – Trench Training Facility   | 9,000        |
| Task 16 Schematic Design – Meetings and Coordination                     | 3,000        |
| Task 17 Schematic Design – Opinion of Probable Cost                      | 3,000        |
| Task 18 Construction Plans – Civil Engineering                           | 32,000       |
| Task 19 Construction Plans – Storm Water Detention                       | 5,000        |
| Task 20 Construction Plans – Sump Pump Design                            | 3,000        |
| Task 21 Construction Plans – Structural Plans – Trench Training Facility | 2,000        |
| Task 22 Traffic Control Plan   | 4,000        |
| Task 23 Electric Service Site Plan                                       | 4,000        |
| Task 24 Storm Water Pollution Prevention Plan (SWPPP)                    | 2,000        |
| Task 25 Construction Plans – Meetings and Coordination                   | 4,000        |
| Task 26 Construction Plans – City Submittals/Approvals                   | 6,000        |
| Task 27 Franchise Utility Coordination                                   | 3,500        |
| Task 28 Electric Easement Metes and Bounds Survey Exhibit                | 2,200        |
| Task 29 Bidding Phase Services   | 14,500       |
| Task 30 Civil Record Drawings  | 2,500        |

| Task   | Amount                  |
|--|-------------------------|
| Task 31 Civil, Landscape, Structural Construction Phase Services | 12,000                  |
| Subtotal   | \$182,200               |
|  |                         |
| Estimated Expenses   | 9,800                   |
|  |                         |
| <b>TOTAL</b>   | <b><u>\$192,000</u></b> |

**RECOMMENDED ACTION**

Staff recommends City Council approve a resolution to authorize Kimley-Horn to provide professional surveying and engineering services in the amount of \$192,000 for bid documents and the construction phase of Rowlett Fire Rescue’s Training Center.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A TASK AUTHORIZATION FOR KIMLEY-HORN FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES IN THE ESTIMATED AMOUNT OF \$192,000 FOR THE DESIGN AND CONSTRUCTION OF ROWLETT FIRE RESCUE’S TRAINING CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE TASK AUTHORIZATION ON THE CITY’S BEHALF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has approved a Professional Services Agreement by and between the City of Rowlett and Kimley-Horn, Inc., for engineering services; and,

**WHEREAS**, the City Council has been presented a proposed Task Authorization to the approved professional engineering services agreement with Kimley-Horn, Inc., to provide engineering design services for the Public Safety Training Center construction Project; and,

**WHEREAS**, upon full review and consideration of the agreement and proposed task authorization in the amount of \$192,000 and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute Task Authorization #FY2016-KHPSTC001 on behalf of the City of Rowlett, Texas.

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

**Section 1:** That Task Authorization #FY2016-KHPSTC001, pursuant to the Professional Services Agreement between the City of Rowlett and Kimley-Horn, Inc., attached hereto and incorporated herein as Exhibit A, having been reviewed by the City Council of the City of Rowlett, Texas, be and is hereby approved in the amount of \$192,000; and, the Mayor be and is hereby authorized to execute the Task Authorization on behalf of the City.

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

**ATTACHMENT**

Exhibit A – Kimley-Horn Scope of Services



August 7, 2015

Mr. Jim Proce  
Assistant City Manager  
City of Rowlett  
4000 Main Street  
Rowlett, Texas 75088

**Re: Letter Agreement for Professional Services  
Schrade Road Fire Department Site Development Improvements  
Rowlett, Texas**

Dear Mr. Proce:

Kimley-Horn (hereinafter referred to as "KH" or the "Consultant"), is pleased to submit this proposal for professional consulting services to the City of Rowlett (hereinafter referred to as the "Client", or "City"). KH proposes to provide professional surveying and engineering services outlined below for the proposed development site located at 8491 Schrade Road in City of Rowlett, Texas. The proposed services will be provided in accordance with the terms and conditions set forth herein. Our Project Understanding, Scope of Services and Fee are presented below.

### **PROJECT UNDERSTANDING**

The subject site is 4.25 acre tract located at 8491 Schrade Road, City of Rowlett, Texas. The site is currently vacant. The site is currently platted as Lot 1, Block 1 Joy Lutheran Church Addition, and replatting is anticipated in order to dedicate the public easements required for site development.

It is our understanding that the Client plans to develop a new Fire Station Building on the site in the future, and develop presently the associated parking lot, driveways, Trench Rescue Training Facility, Radio Communication Tower, and Fire Training Tower. All of which is to be owned and operated by the City of Rowlett and the Fire Department.

This proposal assumes that improvements to off-site: water, sanitary sewer, and storm drainage infrastructure will not be necessary, as outlined in the Scope of Services.

This scope is KH's estimate of what will likely be required based on Client instructions and preliminary communications with City staff. Therefore, if unexpected requirements arise during the course of the project, the following scope of services may require change in a contract addendum.

## SCOPE OF SERVICES

(See attached Scope of Services – Attachment A)

The tasks outlined in the Scope of Services are professional services to be provided by KH or our sub-consultants. The scope of services described for Lump Sum (LS) tasks will be completed for the Lump Sum fee indicated. The scope of services for Hourly (H) tasks have an estimated budget amount indicated. Actual invoiced amounts for Hourly tasks will be based on the effort expended. Hourly effort will be invoiced per the attached hourly rate schedule and billed per expended hourly effort.

## INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by Client. Client shall provide all information requested by KH during the project, including but not limited to the following:

- a. An executed copy of the Professional Services Agreement;
- b. Client approved Architectural site plan with building and parking schedule;
- c. Architectural/Structural plans for each proposed Fire Station Building, Fire Tower, Radio Tower, and any other structures proposed for the site (hard copy and AutoCAD format);
- d. Mechanical, electrical, and plumbing plans for the future Fire Station Building, and Training Tower; including water meter sizes, domestic water and fire sprinkler service sizes, utility entry locations, and sanitary sewer service size, location and depth;
- e. Environmental Site Assessment/Report and recommendations;
- f. Copy of any documents related to site development guidelines or restrictions, including end user requirements;
- g. Client's timely participation in the coordination and development of the plans.

KH will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of KH's scope of services.

## Fee and Billing

KHA will perform the services described in the Scope of Services on a Lump Sum or Hourly basis as noted below. Hourly tasks will be performed on a labor fee plus expense basis according to the rate schedule in effect the time. The current hourly rate schedule has been included in this contract.

For all tasks, direct reimbursable expenses such as express delivery services, printing, travel, and other direct expenses will be billed at 1.15 times cost. An amount (5% of the labor fee) will be added



to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice. A breakdown of the fees:

|         |  |                  |
|---------|--|------------------|
| Task 1  | Pre-Application Conference                                       | \$ 2,000 (LS)    |
| Task 2  | Master Planning  | \$ 5,000 (H)     |
| Task 3  | Topographic Survey   | \$ 4,000 (LS)    |
| Task 4  | Boundary Verification Survey                                     | \$ 2,000 (LS)    |
| Task 5  | Geotechnical Study   | \$ 8,000 (LS)    |
| Task 6  | Final Plat   | \$ 5,000 (LS)    |
| Task 7  | Zoning or PD Zoning Plans or Assistance                          | Not Included     |
| Task 8  | Site Plan/Development Plan                                       | \$ 7,000 (LS)    |
| Task 9  | Façade Plan/Development Plan                                     | Not Included     |
| Task 10 | Traffic Threshold Analysis/Development Plan                      | \$ 2,500 (LS)    |
| Task 11 | Site Lighting Plan/Development Plan                              | \$ 3,000 (LS)    |
| Task 12 | Landscape Plan/Development Plan                                  | \$ 6,000 (LS)    |
| Task 13 | Irrigation Plans   | \$ 3,000 (LS)    |
| Task 14 | Schematic Design – Civil Plans                                   | \$ 7,000 (LS)    |
| Task 15 | Schematic Design – Structural Plans – Trench Training Facility   | \$ 9,000 (LS)    |
| Task 16 | Schematic Design – Meetings and Coordination                     | \$ 3,000 (H)     |
| Task 17 | Schematic Design – Opinion of Probable Cost                      | \$ 3,000 (LS)    |
| Task 18 | Construction Plans – Civil Engineering                           | \$ 32,000 (LS)   |
| Task 19 | Construction Plans – Storm Water Detention (if needed)           | \$ 5,000 (LS)    |
| Task 20 | Construction Plans – Sump Pump Design                            | \$ 3,000 (LS)    |
| Task 21 | Construction Plans – Structural Plans – Trench Training Facility | \$ 20,000 (LS)   |
| Task 22 | Traffic Control Plan   | \$ 2,000 (LS)    |
| Task 23 | Electric Service Site Plan                                       | \$ 4,000 (LS)    |
| Task 24 | Storm Water Pollution Prevention Plan (SWPPP)                    | \$ 2,000 (LS)    |
| Task 25 | Construction Plans – Meetings and Coordination                   | \$ 4,000 (H)     |
| Task 26 | Construction Plans – City Submittals/Approvals                   | \$ 6,000 (H)     |
| Task 27 | Franchise Utility Coordination                                   | \$ 3,500 (H)     |
| Task 28 | Electric Easement Metes and Bounds Survey Exhibit                | \$ 2,200 (LS)    |
| Task 29 | Bidding Phase Services   | \$ 14,500 (LS)   |
| Task 30 | Civil Record Drawings  | \$ 2,500 (LS)    |
| Task 31 | Civil, Landscape, Structural Construction Phase Services         | \$ 12,000 (H)    |
|         |  |                  |
|         | Subtotal   | \$182,200        |
|         |  |                  |
|         | Estimated Expenses   | \$ 9,800         |
|         |  |                  |
|         | <b>Total</b>   | <b>\$192,000</b> |

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. ALTA Survey,
2. Preliminary Plat,
3. Screen wall or Fence Design,
4. Monument or Free Standing Signage design and permitting,
5. Code Variances,
6. Off-Site Surveying or Engineering,
7. Franchise Utility Design,
8. Floodplain Study, Reclamation, Fill Permit,
9. US Army Corps of Engineers Permitting,
10. Retaining wall or Structural Design, other than noted.
11. Structural Design for Custom Drainage Structures,
12. Environmental Reports,
13. Off-site Drainage (other than noted), Water, Sanitary Sewer, or Roadway Improvements;
14. Streetscape and/or Pedestrian Amenities;
15. Materials Testing;
16. Re-zoning, Special Use Permits or Variances;
17. Drainage, Water, or Sanitary Sewer Study or Report (other than noted);
18. Traffic Signal Design;
19. Design for pool, hardscape, pedestrian trails, or other special amenity features;
20. Site Signage Plans;
21. Construction Staking;
22. Submittal, Review, Platting, Permitting, or Other Application Fees;
23. Preparation or Review of Three-Way Contracts / Bonding Agreement;
24. Meetings other than those listed;
25. Any item not specifically mentioned in our Scope of Services

*(Remainder of Page is Intentionally Blank)*

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "Client" shall refer to the City of Rowlett.

KHA, in an effort to expedite invoices and reduce paper waste, offers its Clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

\_\_\_ Please email all invoices to \_\_\_\_\_@\_\_\_\_\_.

\_\_\_ Please email invoices to \_\_\_\_\_@\_\_\_\_\_ AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

\_\_\_ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**  
Texas Registered Engineering Firm F-928

*for*   
James R. Hall, P.E.  
Principal

 8/07/2015  
Nicholas E. Sulkowski, P.E.  
Project Engineer

Attachments: Standard Rate Schedule,  
Standard Provisions,  
Site Exhibit,  
Example of Trench Rescue Training Facility,  
Attachment A – Scope of Services.



Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Rowlett, Texas**  
**A Municipality**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Kimley-Horn and Associates, Inc.****Standard Rate Schedule**

(Hourly Rate)

|   |                |
|---|----------------|
| Senior Engineer I / Senior Professional I   | \$245 - \$280  |
| Senior Engineer II / Senior Professional II | \$230 - \$260  |
| Engineer / Professional                     | \$170 - \$230  |
| CAD Technician                              | \$150 - \$165  |
| Designer                                    | \$115 - \$175  |
| Analyst                                     | \$145 - \$190  |
| Support Staff /Technician                   | \$ 65 - \$ 125 |

*Effective July 2015*

**KIMLEY-HORN**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall

include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone

claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon

billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

RHODES

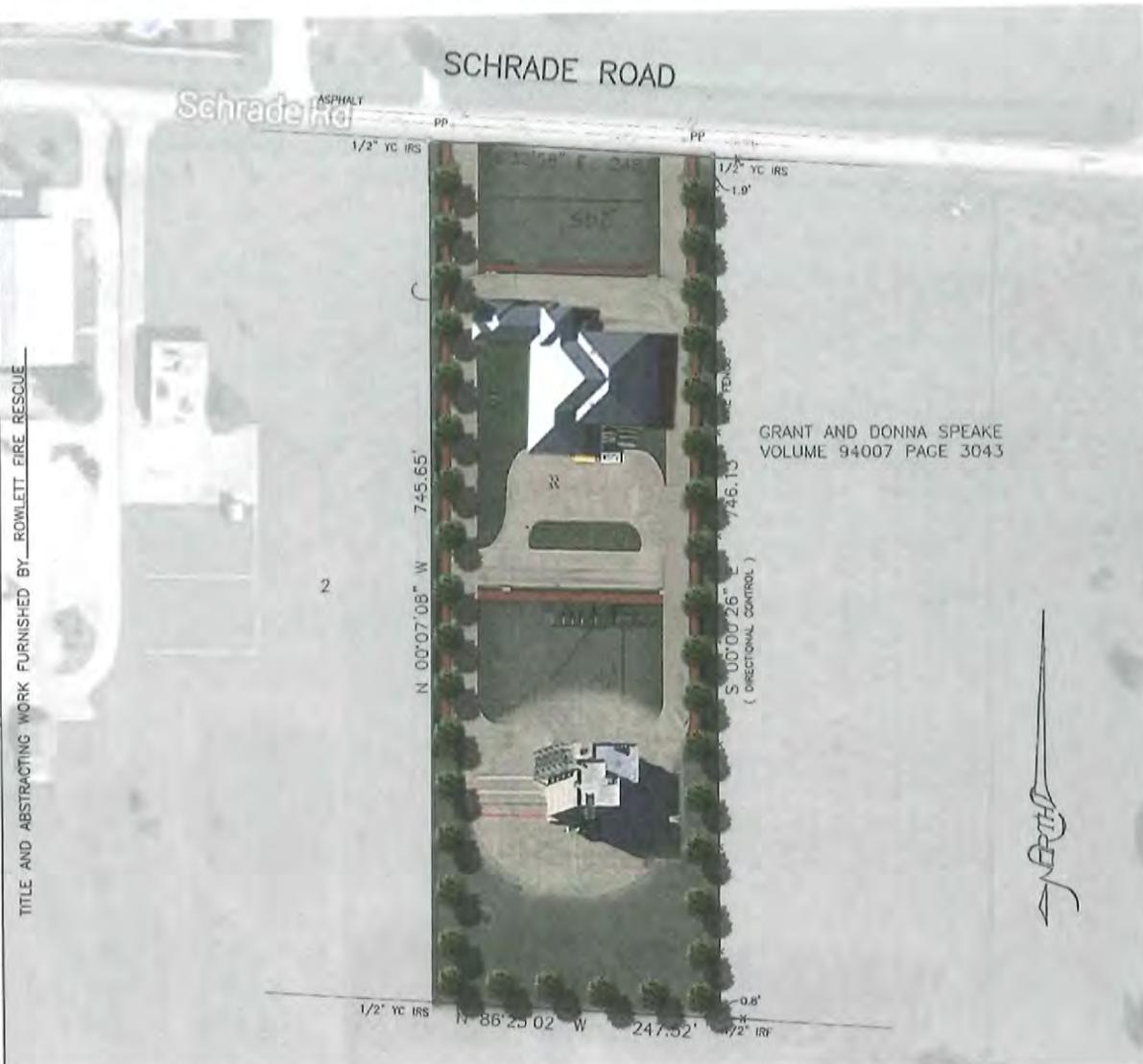
Surveying

WWW.RHODESSURVEYING.COM



SURVEY PLAT

4.25 AC.



TITLE AND ABSTRACTING WORK FURNISHED BY ROWLETT FIRE RESCUE

GRANT AND DONNA SPEAKE  
VOLUME 94007 PAGE 3043

THE CONERSTONE ASSEMBLY OF GOD  
VOLUME 93016 PAGE 232

THIS CERTIFICATION DOES NOT  
TAKE INTO CONSIDERATION  
ADDITIONAL FACTS THAT AN  
ACCURATE TITLE SEARCH AND OR  
EXAMINATION MIGHT DISCLOSE.

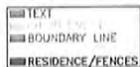
BRIAN S. RHODES Registered Professional Land Surveyor (972) 475-8940

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 8491 SCHRADE ROAD, in the city of ROWLETT Texas. Lot No. 1, Block No. 1 of JOY LUTHERAN CHURCH ADDITION, an addition to the city of ROWLETT, DALLAS COUNTY Texas according to the MAP THEREOF RECORDED in VOLUME 2002132 at PAGE 106 of the MAP records of DALLAS COUNTY, TEXAS.

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 100'  
Date: 2/21/2015  
G. F. No.:  
Job no.: 92537  
Drawn by: CM

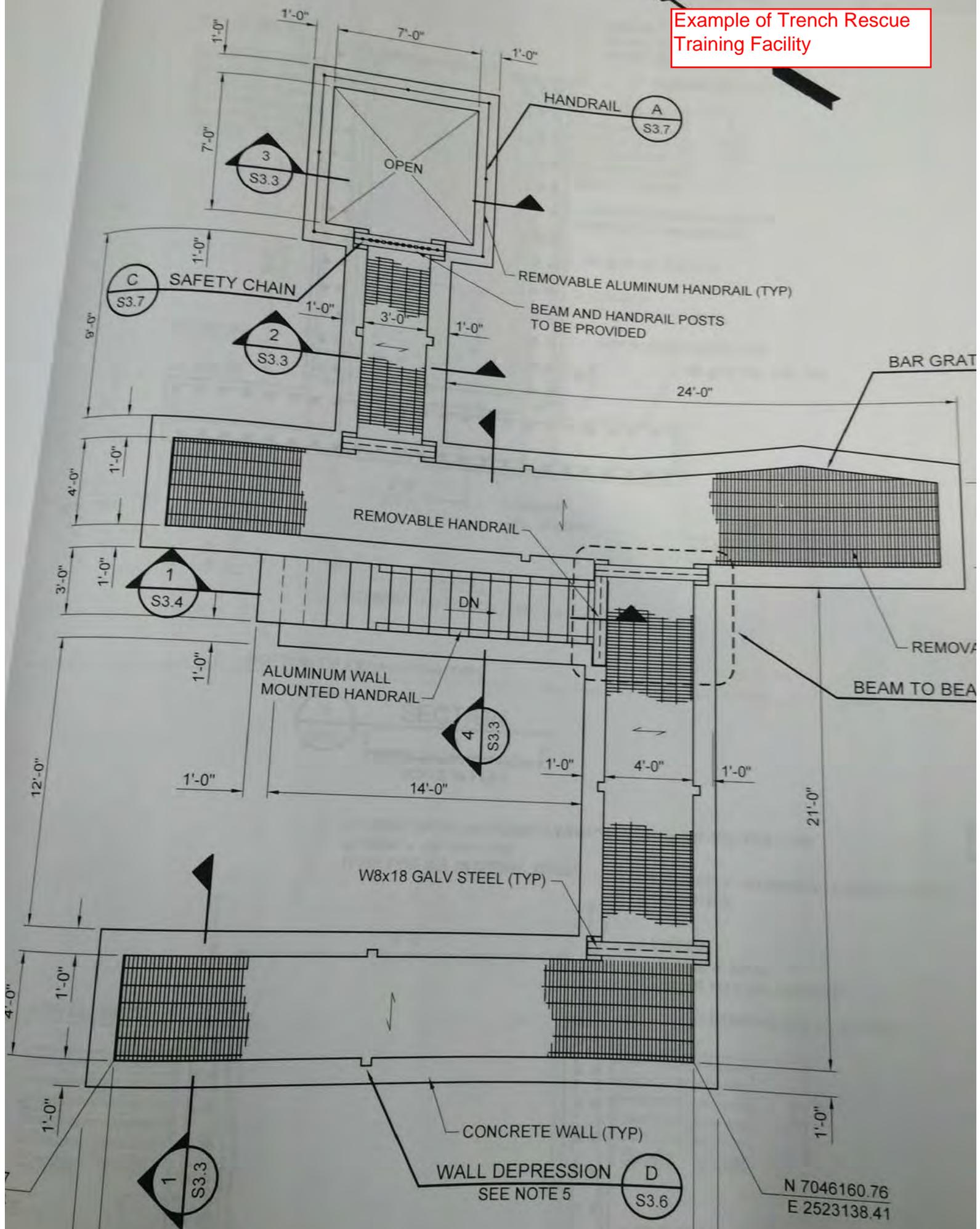


THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR ROWLETT FIRE RESCUE  
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.



*[Handwritten signature]*

Example of Trench Rescue Training Facility



## ATTACHMENT A

**Kimley-Horn and Associates, Inc.**

**City of Rowlett – Schrade Road Fire Department Site Development Improvements**

**Scope of Services**

**Task 1. Pre-Application Conference - \$2,000 (LS)**

KH will coordinate a Pre-Development Meeting with the City of Rowlett Development Services, Public Works, Police and Fire Staff prior to preparing master plan alternatives and required development documents, as is required by Rowlett Development Code. The first part of the meeting will focus on refining the program related to the master plan elements, identifying required relationships between the plan elements, and developing preliminary direction related to master plan concepts. The second part of the meeting will focus on site development issues and required documents. Responses or follow-up on issues raised by each entity may be accomplished by another task in this contract, or may require an additional service depending on what it is. Attending additional meetings beyond those identified in other tasks of this scope, if necessary, will be considered an additional service.

**Task 2. Master Planning - \$5,000 (H)**

KH will prepare two to three master plan alternatives for the site based upon the preliminary concepts developed at the Pre-Application Conference. KH will attend a meeting with City Staff to review the concepts and receive feedback related to a preferred direction for the Master Plan. Following this meeting, KH will prepare a preferred master plan concept based on the direction received from City staff. We have projected our required effort to conduct this task at 25 hours. In the event there is an unusual amount of additional effort required, we will notify the Client and provide a separate proposal for authorization of additional services.

**Task 3. Topographic Survey - \$4,000 (LS)**

KH will prepare a Topographic Survey on the approximate 4.25 acre project site, including the surrounding public streets with frontage along the site (up to the opposite curb line), to be used for civil engineering design. This task includes field locating only the above ground visible features and improvements such as: pavement, natural ground (based on a 50-foot nominal grid), inlets, manholes, sanitary sewer manhole flow lines (if accessible), fire hydrants, water valves, utility markers, and utility poles. It is assumed that we will be authorized to perform this task at the same time as Task 4.

This task does not include any additional site visits to obtain additional information if field conditions change, or if the City identifies off-site improvements are required. Additional site visits will be billed as additional services, in excess of the amount above.

Surveying fees do not include locating underground utilities and utility lines by way of digging or uncovering or extraneous revisions or additions to the survey as requested by Client. If the Client desires a greater degree of certainty on the location and condition of any underground franchise or public utilities, then an additional service will be required to perform any subsurface utility engineering services.

**Task 4. Boundary Verification Survey - \$2,000 (LS)**

KH will locate the existing property corners to determine the proper boundary line locations to be used in-house for platting, site planning and civil engineering design. This task assumes that the corners will be in and correct. If KH finds that there are corners that are incorrect or missing, any labor to research and correct such problems will be considered additional services. There are no deliverables with this task. This task does not include any deed or easement research and KH will rely on the Client to supply KH with a current title commitment and documents listed in Schedule B. KH will not be responsible for the location of any easement not listed in the commitment.

Surveying fees do not include: (i) state sales tax, (ii) locating underground utilities and utility lines by way of digging or uncovering, (iii) extraneous revisions or additions to the survey as requested by the Client, (iv) Town or county fees or (v) special monuments requested by the Client or governing bodies.

**Task 5. Geotechnical Study - \$8,000 (LS)**

KH will retain the services of a geotechnical engineer sub-consultant to provide this service. This service is provided solely for the convenience of the Client so that there is one overall consultant to the city, and as such, KH is not responsible for any potential errors and omissions by the sub-consultant during their performance of this task. The purpose of the geotechnical study will be to provide information for use in design of typical foundations and pavement for the proposed project. This study will include the following:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.
- Engineering characterization of the subsurface materials encountered.
- Typical foundations suitable for support of the proposed project.
- Data required for design of typical foundation systems for the project.
- Pavement subgrade preparation and pavement section recommendations.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, and pavement.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling a total of six (6) test borings. Three (3) borings will be drilled at the building and trench area to a depth of 25 ft. each, one (1) boring will be drilled in the training tower area to a depth of 40 ft. and two (2) borings will be drilled in the paving areas to a depth of 5 ft. each. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time.

KH and our sub-consultant shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating additional services. Regardless of the number of borings performed, subsurface conditions between borings may vary.

The study will include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

The fee provided assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment.

The City of Rowlett shall provide any known site specific utility information upon acceptance of this proposal. KH and its sub-consultant are not responsible for damage to any below grade utilities of which we are not made aware.

The field equipment may rut the site during drilling operations. KH and its sub-consultant are not responsible for re-grading or repairing rutted areas if they develop.

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include global stability of the same. If a slope stability analysis is desired, upon request, KH will provide a separate proposal for such analysis.

**Task 6. Final Plat - \$5,000 (LS)**

KH will prepare a Final Plat for the 4.25 acre Lot 1, Block 1 Joy Lutheran Church Addition based on the previous filed plat and City of Rowlett published requirements, for the purposes of dedicating public easements needed for the development of the project. KH will prepare a package consisting of the Final Plat, application, tax certificate, and AutoCAD file for submittal to the city. The effort for this task includes one (1) round of revisions to the plat per ordinary and reasonable City review comments. Upon notification from the City of Rowlett, KH will also submit the approved plat to Dallas County for recording. This task includes field time to set permanent iron rod monuments at the lot corners.

Surveying fees do not include: (i) state sales tax, (ii) locating underground utilities and utility lines by way of digging or uncovering, (iii) extraneous revisions or additions to the survey as requested by the Client or City, (iv) Town or county fees or (v) special monuments requested by the Client or governing bodies.

**Task 7. Zoning or PD Zoning Plans or Assistance – Not Included**

Based on initial communications with city staff, and our review of the current development concept, we assume that the project will not require a zoning change, PD, SUP, TUP, CUP, or any other zoning approval. If it is determined at a later time that the project requires such an approval, a contract addendum will be needed for KH to provide any zoning related services.

**Task 8. Site Plan/Development Plan - \$7,000 (LS)**

Based on the client preferred master plan concept prepared in the Master Planning Task 2 above, KH will prepare a Development Site Plan for 4.25 acre project site to be submitted to the City of Rowlett along with the Development Plan Application. Other items required by the City's Development Plan Application, such as Façade Plan, Landscape Plan, Lighting Plan, Traffic Threshold Analysis, will be provided as indicated below by Tasks 9-12. The Site Plan will be prepared based on the City of Rowlett published Site Plan requirements and Client approved architectural site plan. KH will respond to one (1) round of ordinary and reasonable City review comments. An additional service will be needed if additional revisions or meetings are requested by the City of Rowlett.

**Task 9. Façade Plan/Development Plan – Not Included**

We assume this is either not applicable, or that the Client will provide a Façade Plan for the training tower/future fire station building, if needed, as applicable.

**Task 10. Traffic Threshold Analysis/Development Plan - \$2,500 (LS)**

KH will prepare an estimate of the traffic trip generation created by the proposed project. This will be based on information about the land use to be supplied to us by the City of Rowlett Fire Department, and our review of relevant published traffic engineering resources. KH will issue our opinion in a letter to the City of Rowlett, and if supported by the data, request the Traffic Impact Study be waived for this project based on a low threshold of trips generated. If a Traffic Impact Study is required, a contract addendum for additional services will be needed.

**Task 11. Site Lighting Plan/Development Plan - \$3,000 (LS)**

KH will provide a Lighting Plan based on the client approved site plan for the parking area behind the future Fire Station Building, and published city requirements, as required by Development Plan/Site Plan checklist. KH will retain the services of a sub-consultant to prepare this plan.

The effort for this task includes one (1) round of ordinary and reasonable comments from the City Development Department Staff. Subsequent modifications resulting from significant site layout changes or additional review comments directed by the City of Rowlett or their representatives shall be considered an additional service.

**Task 12. Landscape Plan/Development Plan - \$6,000 (LS)**

KH will attend a kick-off meeting with the Client and/or design team to discuss their vision for the landscaping on the project. Based on input received during this design review meeting, KH will prepare a Landscape Plan and associated calculations in an effort to conform to published requirements for the City of Rowlett for the subject site. The plans will include the location, size, quantity, scientific name, common name, and specifications for planting materials, as well as calculations showing city requirements and relevant notes and details.

The effort for this task includes one (1) round of ordinary and reasonable comments from the City of Rowlett. Subsequent modifications resulting from significant site layout changes or additional review comments directed by the City of Rowlett shall be considered an additional service.

**Task 13. Irrigation Plans - \$3,000 (LS)**

KH will prepare irrigation plans and details for the project in an effort to comply with the directives of the Client and any irrigation requirements set forth in the City of Rowlett development regulations. The irrigation plans will be prepared upon Client and city approval of the 95% landscape construction documents and will illustrate head layout, pipe sizing, controller/valve locations and standards details. The Client is to specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to KH starting the irrigation design.

Effort included in this task is to prepare the plans, submit them to the city, and to respond to one (1) round of ordinary and reasonable revisions based on review comments from the City of Rowlett. This task does not include revisions necessitated by significant site layout changes directed by the City of Rowlett. Subsequent modifications resulting from significant site layout changes or additional review comments directed by the City of Rowlett shall be considered an additional service.

**Task 14. Schematic Design – Civil Plans - \$7,000 (LS)**

KH will prepare Schematic Design Civil Engineering Plans for the site, in accordance with the current published City design criteria for water, sanitary sewer, drainage, and paving. The Client approved Site Plan and Topographic Survey, will be the basis of the Schematic Design Plans. The deliverables to be issued by KH for this task will show the following preliminary layouts:

- Preliminary Water Plan,
- Preliminary Sanitary Sewer Plan,
- Preliminary Grading Plan,
- Preliminary On-Site Storm Sewer Plan,
- Preliminary Pavement Plan.

This task does not include coordination with franchise utilities to accomplish the preliminary design of services to the site. Schematic Design Civil Engineering plans will be drawn in AutoCAD and issued as both a PDF and CAD files for coordination with other design consultants, and will not include separate calculations, reports, hydraulic grade line calculations, or water surface elevations. This task does not include an opinion of probable construction costs, final design of the utilities. Site layout changes that occur after our work on this task commences will be an additional service. Additional revisions, including those required due to site plan changes, will be considered an additional service.

**Task 15. Schematic Design – Structural Plans Trench Rescue Training Facility - \$9,000 (LS)**

KH will retain the services of a structural engineer sub-consultant to provide this service. It is our understanding that the structural portion of the project consists of the design of a retaining wall system to be used as a trench rescue training facility for the City. The walls will generally consist of a system of parallel concrete, cantilever retaining walls that vary from three feet to seven feet apart and approximately eight feet tall. The system will be similar to a series of drawings that were provided by to us by the City of Rowlett (attached is sample). There will be steps into the trench and a combination of grated coverings and handrails are anticipated to be included in the design. The bottom will be sloped so that it drains to collection points and include a backfill drainage system in the wall design package.

These services will consist of the following sub-tasks:

- Visit the site to observe the site conditions to attempt to detect issues affecting the site.
- Coordinate with Geotechnical Consultant on existing soils mapping and geotechnical investigation.
- Prepare a conceptual plan of the facility with a schematic cross section of the trench for review by City of Rowlett.

**Task 16. Schematic Design - Meetings and Design Coordination - \$3,000 (H)**

KH will attend meetings with the City of Rowlett, City Development Department Staff, landscape architect, electrical engineer, geotechnical engineer, structural engineer, franchise utility companies and others that may be associated with the project on an hourly basis to coordinate the designs indicated in the schematic plan tasks of this proposal. The amount and duration of project coordination meetings prior to and during the schematic design process is dependent on many factors, some of which are outside of KH's control. We have budgeted 15 hours for this task. In the event there is additional effort required, we will notify the Client and provide a contract addendum for additional services.

**Task 17. Schematic Design – Opinion of Probable Construction Cost - \$3,000 (LS)**

Based on the project site plan provided by the Client and the schematic engineering prepared in Tasks 14-15 and 11-12, KH will prepare an Opinion of Probable Construction Costs ("OPCC"). This OPCC will be prepared based on experience within the local community and similar projects located within the Dallas/Fort Worth area. Utilizing recent unit costs, KH will develop unit costs for Grading, Paving, Drainage, Water, Sanitary Sewer, Landscape Architecture, and Structural for the Trench. The unit costs are subject to change based on a variety of reasons, from market value to site plan revisions. The deliverable for this task will be one (1) hard copy spreadsheet showing unit costs for the items listed above and projected quantities per the Client provided site plan resulting in calculated preliminary engineer's opinion of probable construction costs. Any changes to the site plan once this task has begun resulting in revisions to engineer's opinion of probable construction costs will be billed per our hourly rate schedule (attached). Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

**Task 18. Construction Plans – Civil Engineering - \$32,000 (LS)**

KH will prepare Civil Engineering Construction Documents for the on-site portion of the development, totaling approximately 4.25 acres, based on the site plan from Task 8, and current published City design criteria. The effort for this task includes responding to one (1) round of ordinary and reasonable City comments. This task assumes the review comments are addressed concurrently with any Client comments and that the review comments are of diminishing complexity from one review to the next. Plan review fees, if applicable, are not included in this scope of services and shall be paid by the Client. KH will prepare the following plan sheets based on published City design criteria:

A. Cover Sheet

Cover sheet with pertinent data including sheet index, location map, vicinity maps, City, Owner and KH contact information.

B. General Notes

Prepare a sheet to include City applicable general information and construction note requirements.

C. Dimension Control Plan

KH will prepare a dimension control plan to be used by the Contractor for building envelopes and site layout. This plan will show building envelope and property corners and dimensional ties between building envelopes, parking, roadway, and property lines.

D. Grading Plan

With input from the Client and landscape architect, this plan will show proposed spot grades at building entrances, sidewalk slopes from building face to the street curb, finished floor elevations, and detailed spot elevations for drives, garage entrances, and parking areas. Retaining walls needed to accomplish the grading will be shown with top and toe elevations and for the purposes of this proposal it is assumed that structural design of the walls will be provided by others. We are including scope for coordination with the landscape architect and architect to assist in solving grade issues between the building and back of curb. The slab elevations, ramping and accessibility within the building is the responsibility of the architect.

E. Paving and Striping Plan

We will prepare a paving and striping plan for the development to include the fire lanes and drives that serve the project. We will provide details for curb and paving sections including incorporating recommendations in the Geotech Consultant's report. This plan will show the TAS requirements for handicap signage and striping per the client approved site plan.

F. Water and Sanitary Sewer Plan

KH will prepare on-site water and sanitary sewer plan and sanitary sewer profiles for the development. This plan will show the water and sanitary sewer mains and services adjacent to the property and to within 5 feet of the building. The water and sanitary sewer plans will be prepared according to published City standards. Water and sewer service locations and sizes for the project will be provided to KH by the Client (for the future Fire Station Building). The design of off-site water or sanitary sewer lines, if required, will be an additional service.

G. Drainage Area Map and Calculations

KH will prepare a drainage area map for the site showing on-site drainage patterns and off-site discharges from the site. KHA will provide drainage calculations per the published City design criteria for the project. This task does not include drainage or floodplain studies.

H. Storm Drainage Plan

KH will prepare a storm drainage plan for the site showing inlet and pipe sizes and locations. KH will prepare plan view drawings for private drains to collect roof downspouts around the building perimeter and courtyard drains. We will coordinate design and location of area drains with the Landscape Architect including a pipe system to collect the area drains. It is assumed that detention will not be required for this site. If required, KH will provide the design and construction plans by a separate task in this proposal.

I. Erosion Control Plan

KH will prepare an erosion control plan for the project. On this plan we will show required erosion control measures to be installed prior to disturbance of the site and to be maintained throughout site

construction. The effort for this task does not include preparation of SWPPP, contractor's NOI, sending the notice into the governing agencies, or any field inspections during construction. Preparation of the SWPPP is described under a separate task item in this proposal.

J. Construction Details

KH intends to use the City of Rowlett and/or N.C.T.C.O.G. Standard Construction Details and Specifications for the Civil Engineering portion of this Project. Individual specifications can be prepared for the Project as an additional service. This task does not include structural design for storm sewer structures, retaining walls, or other items.

Trench Safety Plans are not included in this set of plans, and it will be noted on the civil plans that the contractor shall provide trench safety plans for all trenches.

**Task 19. Construction Plans – Storm Water Detention (if needed) - \$5,000 (LS)**

If required to due to insufficient downstream storm sewer capacity adjacent to the site, KH will prepare a storm water detention pond design to control the release of storm sewer based on current published City design criteria. The design will consist of a dry pond in an open area on a downstream portion of the site. We will prepare this plan one time, and in conjunction with the civil engineering construction plans noted in Task 17.

**Task 20. Construction Plans - Sump Pump Storm Drainage Design - \$3,000 (LS)**

KH will prepare a Storm Sewer Sump Pump Design Plan for the Trench Rescue Training Facility showing inlets, pipes, sump well location and size, pump size and flow requirements, and a reference to a manufacturer's package pump system. KH will prepare plan view drawings for private drains to collect the trench drainage. We will coordinate design and location of area drains with the Structural Engineer, including location and type of area drains.

**Task 21. Construction Plans –Structural Plans Trench Rescue Training Facility - \$20,000 (LS)**

KH will retain the services of a structural engineer sub-consultant to provide the following structural engineering design services and construction plans for the trench rescue training facility:

1. Provided layout of the specific elements of the trench system.
2. Prepare and submit plans and technical specifications to the Design Team at predetermined milestones (60%, 90%, and Final) for review and approval.
3. Plans will generally consist of the following:
  - Wall plan and details;
  - Trench floor grading and drainage;
  - Backfill drainage system;
  - Trench system general notes.
4. Prepare a dimension control drawing for specific trench system elements.
5. Prepare a grading drawing for trench system floor and tops of wall.
6. Determine storm drainage collection points for the bottom of the trench.
7. Provide backfill drainage system design and will indicate collection points for the system.
8. Prepare wall construction details.
9. Prepare technical specifications for the trench structural design.

**Task 22. Traffic Control Plan - \$2,000 (LS)**

KH anticipates using the standard TxDOT Traffic Control Plans (TCPs) for the two driveway connections to Schrade Road and work on the roadway shoulder. KH will prepare a separate traffic control plan, based on TxDOT TCPs and details, for the anticipated utility connections of water, sanitary sewer, and storm sewer, that we assume are located in Schrade Road. These TCPs will be included with the civil construction plans of Task 18.

**Task 23. Electric Service Site Plan - \$4,000 (LS)**

KH will provide an Electric Site Plan based on the client approved site plan from Task 8 and published city requirements, to provide an electric service to the sump pump (<3hp), parking lot site lighting, and fire training tower (120V, 100amp, single phase), from the site's planned one 3-phase transformer (which is to be provided by Oncor based on plans prepared by Oncor). KH will retain the services of a sub-consultant to prepare this plan.

The effort for this task includes one (1) round of ordinary and reasonable comments from the City Development and/or Building Department Staff. Subsequent modifications resulting from significant site layout changes or additional review comments directed by the City of Rowlett or their representatives shall be considered an additional service.

**Task 24. Storm Water Pollution Prevention Plan (SWPPP) - \$2,000 (LS)**

KH will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the site as required by the Texas Commission on Environmental Quality (TCEQ) and City of Dallas. This task will incorporate the Erosion Control Plan for the site, prepared under Task 18, to be included with the SWPPP report and Civil Plan set.

If one (1) or more acre is disturbed at any one time, an erosion and sediment control plan, a SWPPP, and a construction site notice will need to be provided on-site at all times. If the disturbed area is equal to or greater than five (5) acres, a Notice of Intent (NOI) will be required to be filed with the TCEQ. The Consultant assumes the contractor will file the NOI with the TCEQ. The NOI must be postmarked seven (7) days prior to the commencement of construction activities if sent by mail. Electronic submission of a NOI, unless otherwise notified by the executive director, will be provisionally authorized following confirmation of receipt of the NOI by the TCEQ.

The effort for this task does not include sedimentation pond design (if applicable). KH assumes the contractor will file the other necessary paperwork with the TCEQ or other jurisdictions to comply with any applicable laws. KH is not responsible for implementation, best management practice selection, inspection or monitoring of the SWPPP.

**Task 25. Construction Plans – Meetings and Design Coordination - \$4,000 (H)**

KH will attend meetings with the City of Rowlett, City Development Department Staff, landscape architect, electrical engineer, geotechnical engineer, structural engineer, franchise utility companies and others that may be associated with the project on an hourly basis to coordinate the designs indicated in the construction plan tasks of this proposal. The amount and duration of project coordination meetings prior to and during the construction plan design process is dependent on many factors, some of which are

outside of KH's control. We have budgeted 20 hours for this task. In the event there is additional effort required, we will notify the Client and provide a contract addendum for additional services.

**Task 26. Construction plans - City Submittals/Approvals - \$6,000 (H)**

KH will submit the civil construction plans prepared under Task 18 to the City of Rowlett for review and approval. We will monitor the status of the applications and respond to two (2) rounds of reasonable city comments in an effort to obtain plan approval. Because the extent of the review comments required by the city for plan approval is unknown at this time, we can only provide a projected budget for these services. We have projected our required effort to conduct this task at 25 hours. In the event there is an unusual amount of additional effort required, we will notify the Client and provide a separate proposal for authorization of additional services.

**Task 27. Franchise Utility Coordination - \$3,500 (H)**

KH will coordinate with the electric, telephone, gas, and cable franchise utility companies which serve the subject property. KH will prepare a plan which shows the location of proposed electric, telephone, gas, and cable infrastructure for reference if the information is available and provided to KH by the franchise providers. If the design of these facilities is not prepared by the appropriate parties during this phase, the respective utility will not be shown for reference on any KH plans. We have budgeted 17 hours for this task. In the event there is additional effort required, we will notify the Client and provide a contract addendum for additional services.

**Task 28. Electric Easement Metes and Bounds Survey Exhibit - \$2,200 (LS)**

KH will prepare one (1) metes and bounds description based on published Oncor standards with an exhibit for the electric conduit servicing the development. This task does not include any field survey, staking, easement exhibits for utilities other than electric service. Such easement exhibits can be prepared as an additional service.

The layout will be based on transformer location provided to us by Oncor (or electric company provider), and its representation of the buried electric lines of the Oncor Schematic. KH will not be responsible for any errors or omission in the survey prepared by others, or for any errors resulting from them.

Title

**Task 29. Bidding Phase Services - \$14,500 (LS)**

Construction is anticipated to be Public Bid in accordance with the City's Standard process and Texas Local Government Code Chapter 2267 – Contracting and Delivery Procedures for Construction Projects. KH will:

1. Print three (3) half-sized sets for the City's use.
2. Submittal shall include the following:
  - a. Final Plan Set,
  - b. Final Contract Documents,
  - c. Final Opinion of Probable Construction Cost
3. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services.
4. Issue bid documents to prospective bidders and maintain a list of bidders. KH will charge a non-refundable deposit to prospective bidders for printing costs.

5. Prepare for and conduct a pre-bid meeting with the prospective bidders.
6. Address questions that may arise during the advertisement and bidding.
7. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
8. Review bid proposals in accordance with the evaluation criteria stated in the bid documents.
9. Prepare a letter addressing the award of the construction contract

**Task 30 – Civil Record Drawings - \$2,500 (LS)**

KH will make revisions to drawings based solely on field information provided by contractor. These revised plans, in hard copy and “PDF” electronic format, will be provided to Client and for record at the City. Submittal and digital reproduction fees shall be paid by Client.

**Task 31. Civil, Landscape, and Structural Construction Phase Services - \$12,000 (H)**

KH will provide for on-call Civil, Landscape, and Structural Construction Phase Services. These services will be provided upon specific requests made by Client, and may include the following subtasks A-G listed below, or other services Client requests that are related to the construction of this project. This task will be billed on an hourly basis for actual effort incurred. It will be at the Consultant’s sole discretion which staff person will perform each task. The stated budget allows for 60 hours of KH effort. If additional time is needed or requested by the City of Rowlett, we will notify the Client and provide a contract addendum for additional services.

Consultant will provide professional construction phase services as specifically stated below:

A. Pre-Construction Conference:

KH will prepare for and conduct the Pre-Construction Conference prior to commencement of Work at the site.

B. Visits to Site and Observation of Construction:

Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant’s exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work. The purpose of Consultant’s site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes

responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**C. Clarifications and Interpretations:**

Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

**D. Shop Drawings and Samples:**

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

**E. Substantial Completion:**

Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete; Consultant will notify Client and Contractor.

**F. Final Notice of Acceptability of the Work:**

Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

**G. Limitation of Responsibilities:**

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

**End of Scope of Services**



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

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 8A

**TITLE**

Conduct a public hearing and take action on a Special Use Permit to allow a daycare center at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas (SUP40-2015).

**STAFF REPRESENTATIVE**

Garrett Langford, AICP, Principal Planner

**SUMMARY**

The applicants are requesting a Special Use Permit (SUP) to allow a daycare center at 7200 Dalrock Road (Attachment 1 – Location Map). The Rowlett Development Code (RDC) requires an SUP to allow a daycare center in a Single Family Residential zoning district.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their meeting on October 27, 2015. The discussion can be viewed at the following link as item C1: <http://rowlettx.swagit.com/play/10272015-1120>.

**BACKGROUND INFORMATION**

The property owner and developer, Aji Mathew, is proposing to develop the subject property for a daycare center to care for up to 200 students. The applicants have provided information on the daycare and its curriculum in Attachment 2 – Applicant's Statement. The proposed daycare will have typical hours from 6:30 am to 6:30 pm.

The subject property is a 1.44 acre triangular tract located north of the Dalrock Road and Princeton Road intersection. The subject property is currently zoned Single Family 8 (SF-8) and is undeveloped. The property to the north is zoned SF-8 and is occupied by a church. To the east across Dalrock Road is Bayview Estates, a single-family subdivision zoned Single Family 10. To the west and southwest across Princeton Road is Princeton Pointe, a single family subdivision zoned SF-8.

The proposed development will consist of two one-story buildings with one being 4,925 square feet in size and the other being 4,800 square feet (Attachment 3 – Concept Plan). The concept plan shows two proposed driveways – one on Dalrock Road and the other on Princeton Road. The developer will install a left turn lane for the Princeton Road access.

If approved, the proposed SUP will allow a commercial use to locate on a property zoned SF-8 for residential uses. The proposed development will be required to follow commercial development standards as they pertain to landscaping, drainage, driveways, parking, and

architectural design standards. The setback and lot coverage requirements, however, will continue to follow the SF-8 standards. As part of the SUP request, the proposed development will include modifications to several development standards including setbacks, lot coverage, left turn lane and landscaping.

## **DISCUSSION**

The following is the applicants' proposed modifications. Staff comments are provided in bold italics for each consideration.

### **Side Yard Setback and Lot Coverage**

As a corner lot, the subject property has no rear yard setback. The side yard setback for an SF-8 district is 10% of the lot width which for the subject property will result in a side yard setback of 36 feet. Additionally, the maximum lot coverage in an SF-8 district is 45%. The applicant is proposing a side yard setback of 10-feet and a maximum lot coverage 53%.

#### **Staff Comment:**

***Staff is supportive of the location of the proposed buildings in relation to the lot line and allowing the maximum lot coverage to exceed 45%. Due to site considerations and the adjoining land use, the daycare should be allowed to follow the same dimensional and coverage requirements for commercial developments. The adjacent property to the north is developed with a non-residential institutional use (Church), thus allowing a side yard setback of 10 feet will not adversely affect the adjoining property.***

***Maximum lot coverage is not specified for non-residential zoning districts beyond the overall landscaping requirements. Non-residential uses generally will have more lot coverage due to larger building size and parking lot improvements than a single family home. The drainage requirements in the RDC will require that the development detain the additional runoff created by the increase impervious coverage. The applicant has completed preliminary engineering for the proposed development and will employ underground detention.***

***It is staff's professional opinion that the unusual shape of the property will prove challenging regardless of the proposed use. The applicant's requests are reasonable taking into consideration the shape of the site and the proposed commercial use.***

### **Left Turn Lane and Driveway**

As part of the project the developer will install a left turn lane on Princeton Road to allow a left turn access off of Princeton Road. The proposed left turn lane will not meet the minimum storage requirements which for Princeton Road is 155 feet. Due to the site constraints, the applicant will only be able to construct a left turn lane with 83 feet of storage. The existing median on Princeton Road is not long enough to provide a left turn lane without closing the median opening for Colfax Drive. The location of the driveway on Princeton Road is 137.69 feet from the driveway to the north. For a four lane road, the driveway should be separated by a

minimum of 150 feet. The proposed driveway is located to align with Kingston Drive and to allow the maximum extension of the proposed left turn lane.

**Staff Comment:**

***The applicant completed a Traffic Impact Analysis (TIA) that provides recommendations to mitigate for traffic concerns caused by the proposed development. The TIA states that the site should be designed for two driveways to allow for adequate circulation. The location of the driveways and the proposed left turn lane were designed in accordance with the TIA recommendations to mitigate the traffic impact associated with this development. The City Engineer has reviewed the TIA and the concept plan and finds the location of the proposed driveways and the proposed left turn lane appropriate given the current conditions.***

**Landscape Buffer**

When the property owner plats the subject property, a five-foot right-of-way dedication will be required along Dalrock Road. As a result, the proposed development will not be able to provide the required 15-ft landscape buffer along Dalrock Road (Attachment 3 – Landscape Plan). The proposed landscape plan shows a 10-ft landscape buffer along the frontage of Dalrock Road. The requirements for the fire lane for the unusually shaped property will not allow for room to meet the minimum width requirements for the right-of-way buffer along Dalrock Road. The proposed development will be required to meet all other landscaping and planting requirements.

**Staff Comment**

***Staff finds the proposed 10-ft right-of-way buffer along Dalrock Road acceptable given the site constraints previously mentioned above. There is insufficient room between the fire lane and the property line along Dalrock Road to provide a 15-ft right-of-way buffer. The proposed development will be required to meet all landscaping requirements.***

The approval criteria for an SUP are outlined in Section 77-206 of the RDC. The Planning and Zoning Commission should consider the request based on these approval criteria as detailed below. Staff has added additional commentary in bold italics beneath each point of consideration where applicable.

*Section 77-206.D. Approval Criteria.* Recommendations and decisions on Special Use Permits shall be based on consideration of the following criteria:

1. The proposed Special Use Permit is consistent with the Comprehensive Plan and other infrastructure-related plans, all applicable provisions of this Code, and applicable state and federal regulations;

***The subject property is not located within one of the opportunity areas identified in the Realize Rowlett 2020 Comprehensive Plan. The Plan states that areas outside of the opportunity areas, the existing zoning and the Guiding Principles should be considered in decisions about rezoning and site design. Of the 13 guiding principles,***

**Guiding Principle #2, “Grow the City’s economy through diversification of job and business opportunities” is most relevant for this case. The rezoning of the property will allow the development of the site that has long been vacant. Due to the surrounding uses and the unusual shape of the lot, staff finds it unlikely that the property will be developed for single family residences.**

2. The proposed Special Use Permit is consistent with the purpose and intent of the zoning district in which it is located;

**Daycare centers are allowed in single family residential districts with the approval of an SUP. Uses requiring an SUP are provided as an option with the intent of allowing a limited selection of non-residential uses that are compatible with and complementary to surrounding single family homes while limiting adverse impacts to the overall district.**

3. Whether the proposed Special Use Permit meets the challenge of some changing condition, trend, or fact;

**The applicant is requesting an SUP to allow a daycare center on a property zoned SF-8. The applicants believe that there is a market demand for a daycare center at this location. In addition, with the development of the church to the north separating the subject property from existing single family homes and a large intersection to the south, it is reasonable to say that the existing conditions in the area makes this lot more suitable for a non-residential use than a residential use.**

4. Whether the proposed Special Use Permit will protect or enhance the health, safety, morals, or general welfare of the public;

**The proposal should not negatively affect the health, safety, morals or general welfare of the public. The TIA showed that the impact of the development on Princeton Road and Dalrock Road will be negligible. Going back to October 1, 2013, the Rowlett Police Department has one record of a vehicular accident at the intersection of Dalrock Road and Princeton Road which occurred on November 7, 2015.**

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

**Adequate utilities, access, and drainage facilities are being provided for the subject property.**

6. Whether the proposed Special Use Permit is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

***The proposed daycare center is not expected to have an adverse impact on adjacent properties. A daycare center is an appropriate use near residential subdivisions. Being located at the intersection of Dalrock Road and Princeton Road between two large single family subdivisions is an appropriate location. The proposed use is compatible with adjacent church and does not share a property line with a single family use.***

7. The suitability of the subject property for the existing zoning and the proposed use sought by the Special Use Permit;

***The location of the subject property bounded by two major streets does not make it suited for a single family home. The property is more suited for allowing a nonresidential use such as a daycare.***

It is Staff's opinion that the request meets the criteria outlined in the RDC for a Special Use Permit. The request is not expected to have an adverse impact on adjacent properties. The proposed development will comply with the recommendations of the TIA to mitigate the traffic impact of the development. Staff believes that the subject property is suited for a Special Use Permit to allow a daycare center.

### **Public Notice**

On October 9, 2015, a total of 21 notices were mailed to property owners within 200 feet and a total of 89 courtesy notices were mailed to property owners within 500 feet. As of October 23, 2015, three public notices were received in opposition of the request while none were received in favor. Two responses from the 500-ft courtesy notices were received in favor of the request while 12 were received in opposition. The responses are available in Attachment 6 – Returned Public Notices.

The majority of the notices received in opposition expressed concerns with the existing traffic conditions at the intersection of Dalrock Road and Princeton Road. As noted above, the applicant is implementing the recommendations from the TIA to adequately address the traffic associated with the proposed use. The development is not expected to negatively impact the Dalrock Road and Princeton Road intersection.

Staff published the Legal Notice in the *Rowlett Lakeshore Times* on October 15, 2015, and the applicants placed two rezoning signs on the subject property on October 17, 2015, in accordance with the Rowlett Development Code.

### **FISCAL IMPACT/BUDGET IMPLICATIONS**

N/A

### **RECOMMENDED ACTION**

Staff recommends approval of the request.

## **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, TO GRANT A SPECIAL USE PERMIT ALLOWING FOR THE CONSTRUCTION AND OPERATION OF A DAY CARE FACILITY FOR PROPERTY GENERALLY LOCATED AT 7200 DALROCK ROAD, AND BEING DESCRIBED AS 1.44+/- ACRES IN ABSTRACT 548, HANSE HAMILTON SURVEY, CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**Section 1.** That the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended to grant a Special Use Permit to allow the development and use of a day care facility for property generally located at 7200 Dalrock Road, and being described as 1.44+/- acres In Abstract 548, Hanse Hamilton Survey, City of Rowlett, Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

**Section 2.** That the Property may be used for the construction and operation of a day care facility. The location, size and configuration of buildings, structures and drives shall be in accordance with the plan attached hereto and incorporated herein as Exhibit "B," with the reduced landscape buffer as shown in said Exhibit.

**Section 3.** That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in the Rowlett Development Code (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does

not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Development Code or other ordinance shall be applied to development and use of the Property.

**Section 4.** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 5.** 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 6.** 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 comprehensive Zoning Ordinance as a whole.

**Section 7.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 8.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

## **ATTACHMENTS**

Exhibit A – Legal Description

Exhibit B – Concept Plan

Attachment 1 – Location Map

Attachment 2 – Applicant’s Statement

Attachment 3 – Concept Plan

Attachment 4 – Landscape Plan

Attachment 5 – Site Photos

Attachment 6 – Returned Public Notices

**EXHIBIT "A"**

BEING out of the Hans Hamilton Survey, Abstract No. 548, Dallas County, Texas, and being that certain tract of land conveyed to Comerica Bank-Texas by Deed recorded in Volume 89065, Page 2193 of the Deed Records of Dallas County, Texas, and being a part of a tract conveyed to H. C. Reese by Volume 53, Page 357-358, Deed Records, Dallas County, Texas, and being part of a 70.334 acre tract conveyed to E. C. Harper and being described as follows:

BEGINNING at the intersection of the West right of way of Dalrock Road and Northeast corner of said Comerica Bank-Texas Tract.

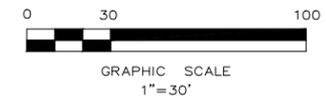
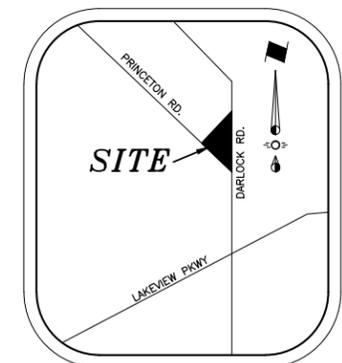
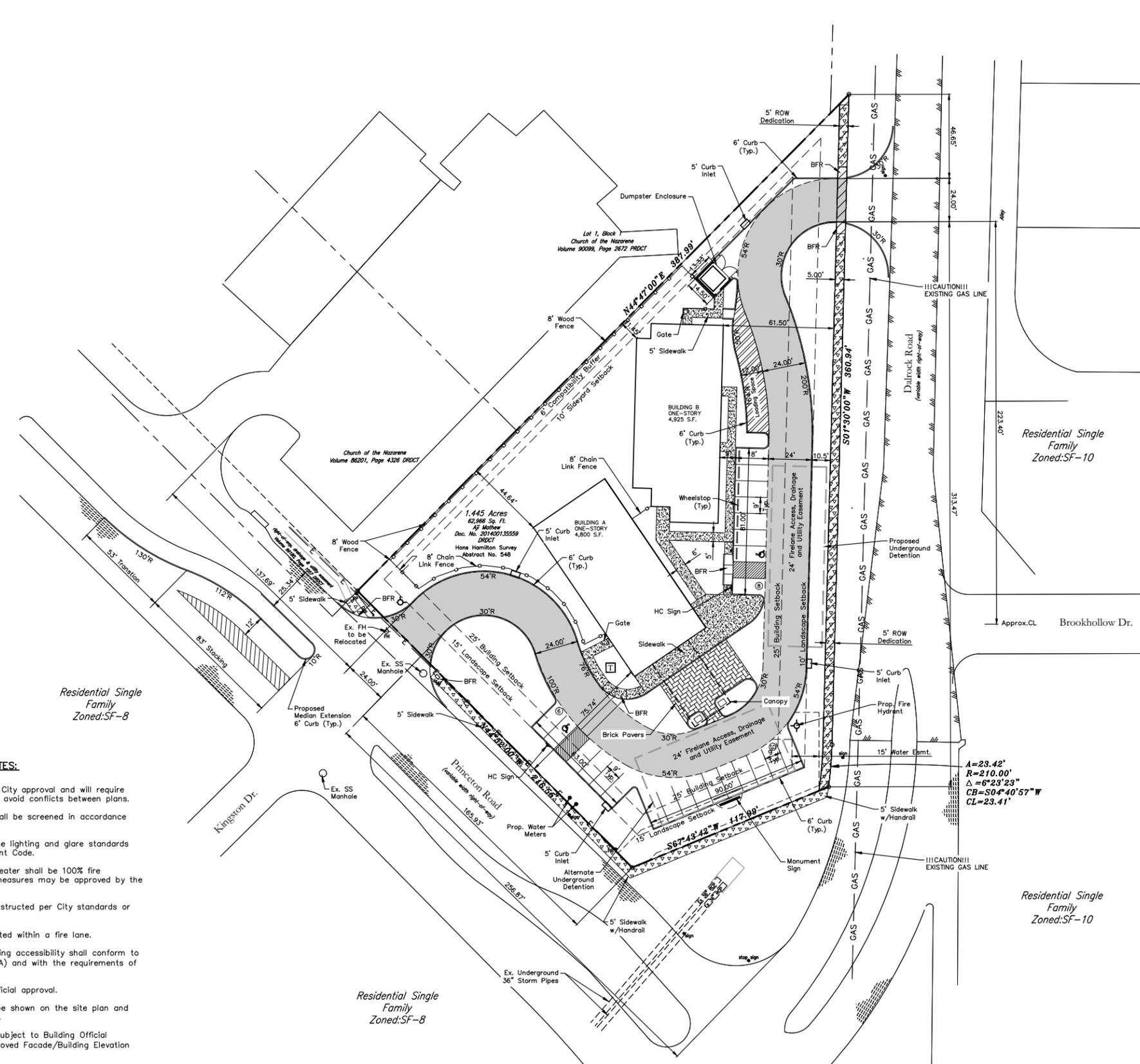
THENCE South 44 degrees 47 minutes East across Harper Tract 387.99 feet to iron stake set for corner set.

THENCE South 44 degrees 52 minutes East, 216.56 feet to stake set for corner.

THENCE North 67 degrees 43 minutes 42 seconds East, a distance of 117.99 feet to an iron rod found for corner in the West right of way of said Dalrock Road, said point also being the beginning of a non-tangent curve the to left, said curve having a central angle of 06 degrees 23 minutes 23 seconds, a radius of 210.00 feet and a chord which bears N 04 degrees 40 minutes 57 seconds E. 23.40 feet.

THENCE along said curve to the left, an arc distance of 23.42 feet to an iron rod found for corner.

THENCE North 01 degree 30 minutes 00 seconds East, along the West right of way line of said Dalrock Road, a distance of 360.94 feet to the Place of Beginning and containing 1.4454 acres of land, more or less.



**LEGEND**

- Firelane
- Proposed Sidewalk (Private)
- Proposed Sidewalk (Public ROW)
- Loading Space
- Proposed ROW Dedication
- Brick Pavers
- Ex. Concrete Pavement
- Ex. Asphalt Pavement
- Proposed Wheel Stop Typical
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp
- Handicap Parking Sign

**SITE DATA**

|                                    |                         |
|------------------------------------|-------------------------|
| Case No:                           | SUP 15-564              |
| Name:                              | Montessori School       |
| Proposed Use:                      | Private School          |
| Existing Zoning:                   | SF-10                   |
| Proposed Zoning:                   | SF-10                   |
| Applicable Overlays:               | SUP                     |
| Lot Area:                          | 1.445 Acres (62,966 sf) |
| Lot Area (post R.O.W. dedication): | 1.402 Acres (61,051 sf) |
| Impervious Area:                   | 32,112 sf/53%           |
| Pervious Area:                     | 28,939 sf/47%           |
| Open Space:                        | 12,371 sf               |
| Detention:                         | 3,000 sf                |
| Building A:                        | 4,925 sf                |
| Building B:                        | 4,800 sf                |

|                     | Required/Permitted | Proposed      |
|---------------------|--------------------|---------------|
| Density:            | 4.4                | 4.4           |
| Lot Area:           | 10,000 sf          | 61,051 sf     |
| Lot Coverage:       | 45%                | 15.93%        |
| Lot Width:          | 80'                | 387.99'       |
| Lot Depth:          | 110'               | 360.94'       |
| Lot Frontage:       | 35'                | 695.48'       |
| Front Yard Setback: | 25'                | 25'           |
| Side Yard Setback:  | 10% of site width  | 10'           |
| Building Height:    | 35' Max 2.5 Story  | 25' One Story |

**CITY OF ROWLETT SITE PLAN NOTES:**

1. Any revision to this plan will require City approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Dumpsters and trash compactors shall be screened in accordance with the Rowlett Development Code.
3. Outdoor lighting shall comply with the lighting and glare standards contained within the Rowlett Development Code.
4. Buildings of 5,000 square feet or greater shall be 100% fire sprinklered. Alternative fire protection measures may be approved by the Fire Marshal.
5. Fire lanes shall be designed and constructed per City standards or as directed by the Fire Marshal.
6. Speed bumps/humps are not permitted within a fire lane.
7. Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
8. All signage is subject to Building Official approval.
9. All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
10. All exterior building materials are subject to Building Official approval and shall conform to the approved Facade/Building Elevation Plan.
11. Approval of the site plan is not final until all engineering plans are approved by the City Engineer.
12. All new electrical lines shall be installed and/or relocated underground.
13. All mechanical equipment shall be screened from public view in accordance with the Rowlett Development Code.

**Note:**  
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

**ENGINEER:**  
Cross Engineering Consultants, Inc.  
131 S. Tennessee St.  
McKinney, Texas 75069  
Phone (972) 562-4409  
Fax (972) 562-4471  
Contact: Jon David Cross, P.E.

**ARCHITECT:**  
Craddock Architecture  
2975 Oak  
Rockwall, Texas 75032  
Phone (214)9520527  
Contact: Phillip Craddock

**SURVEYOR:**  
Roome Land Surveying, Inc.  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372  
Fax (972) 423-7523  
Contact: Michael Cuzzo

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.  
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

| Issue Dates: | Revisions: | Date: |
|--------------|------------|-------|
| 1            | 1          |       |
| 2            | 2          |       |
| 3            | 3          |       |
| 4            | 4          |       |
| 5            | 5          |       |
| 6            | 6          |       |

**CROSS ENGINEERING CONSULTANTS**  
131 S. Tennessee St. McKinney, Texas 75069  
972.562.4409 Texas P.E. Firm No. F-5935

|           |             |          |
|-----------|-------------|----------|
| Drawn By: | Checked By: | Scale:   |
| C.E.C.I.  | C.E.C.I.    | 1" = 30' |

**SUP EXHIBIT**  
Princeton Academy of Rowlett  
Mathew Aji  
City of Rowlett, Texas

Sheet No. **SP**  
Project No. 15090

Montessori School



# Why Aji Matthew's School will Be Different

Anyone can open and operate a child care facility. With work, a lot can do it professionally. We respect and recognize these facts. We are striving to do something completely different. Our school is not a child care center – it is a school dedicated to making families stronger through parenting classes and intervention, providing a state of the art equipment, preparing our children for a global society by teaching them two additional languages in addition to English and Sign Language, and most importantly, providing an education unmatched in Rowlett that aligns with the National STEM standards. Here are of the ways we will do this.

1. **STEM:** Science, Technology, Engineering, and Math. These are the national education standards. We provide a cutting edge, specialized curriculum that is unique to the industry and proprietary to this school.
2. **Vegan / Vegetarian Menu:** We are committed to our children's health as well as education. We are creating a completely vegan/vegetarian menu for our children and utilize this to educate children about healthy eating.
3. **Homework:** All children 18 months and older will be receiving homework to take home on Fridays to bring back the next week. This will be a paper that will help drive home our themes for the week and give you some time with your kids doing something fun.
4. **Lesson Plans:** You will be receiving copies of your child's lesson plan every week. This will give you a hard copy of what to expect for the following week.
5. **Exercise:** Every classroom (with the exception of infants) will be doing exercise daily which you will see reflected on your child's daily schedule.
6. **Second / Third Languages:** Children will be exposed to both French and Spanish and this will be reflected on their lesson plans and in your weekly take home packet.
7. **Music / Theater:** We have a music teacher coming in to offer piano to our children as well as theater for those interested in being actors / actresses.
8. **Sports / Karate:** Sports and Karate will be offered weekly to those children interested in signing up as well.
9. **Outdoor Learning:** The benefits of the children being outdoors are well documented. It includes increased self-esteem, lower school dropout rates and healthier children. We are dedicated part of our playground to building and maintaining an outdoor learning area complete with a garden and relaxation area.
10. **National Accreditation:** In 2016 our goal is going to be heading towards accreditation through the National Association of Child Care Professionals. This a highly sought after award given to only centers who go through a rigorous self-study process followed by an intense in school observation by trained professionals. This process will help us reach a national level of excellence in early childhood education.
11. **Character Development:** We believe that not only are we getting our children ready for school but also ready for life. You will see us working on building character in our children every through our curriculum, summer activities and visitors.
12. **Community Involvement:** Our school-age and pre-kindergarten children will be out in the community regularly working with the elderly, police and fire departments, and volunteering to get involved with keeping Rowlett beautiful.

STATEMENT OF INTENT AND PURPOSE:

Address the approval criteria in Section 77206.D, outlined below.

1. The proposed special use permit is consistent with the comprehensive plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations; NOTE: Outside strategic opportunity areas existing zoning as amended and Guiding Principles from the comprehensive plan shall be considered in decisions about rezoning, subdivision and site design throughout the City.

THIS PROJECT MEETS THE STATED OBJECTIVE

2. The proposed special use permit is consistent with the purpose and intent of the zoning district in which it is located;

THIS PROJECT MEETS THE STATED OBJECTIVE

3. Whether the proposed special use permit meets the challenge of some changing condition, trend, or fact;

THIS PROJECT IS CONSISTENT WITH THE RESIDENTIAL ZONING ADJACENT TO THE SITE.

4. Whether the proposed special use permit will protect or enhance the health, safety, morals, or general welfare of the public;

THIS PROJECT WILL ENHANCE THE COMMUNITY BY PROVIDING A MONTESSORI SCHOOL ACCESSIBLE TO NEARBY RESIDENTIAL ZONING

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

THERE ARE OTHER COMMERCIAL PROPERTIES NEARBY AND OUR PROXIMITY TO THE ADJACENT UTILITIES SHOULD BE ADEQUATE.

6. Whether the proposed special use permit is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

THERE WILL BE NO ADVERSE IMPACTS TO THE SURROUNDING PROPERTIES

7. The suitability of the subject property for the existing zoning and the proposed use sought by the special use permit.

A SCHOOL IS AN ASSET TO THE COMMUNITY.

Our center hours are typically 6:30 am to 6:30 pm. When you have a mature center it will have staff of approximately 25-30 (some part time). This is a proprietary Curriculum Educational Child Care center.

**Helps the community in several ways.**

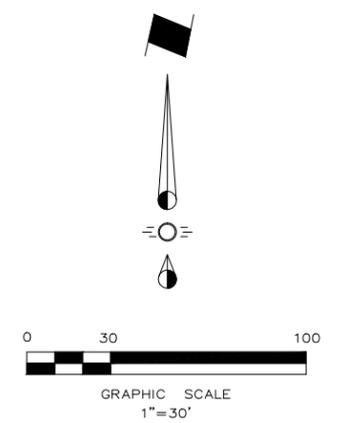
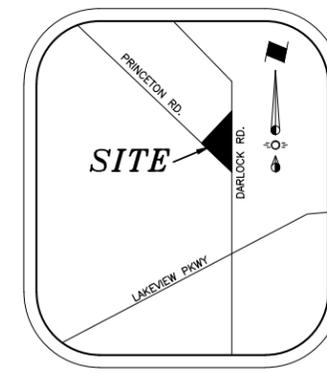
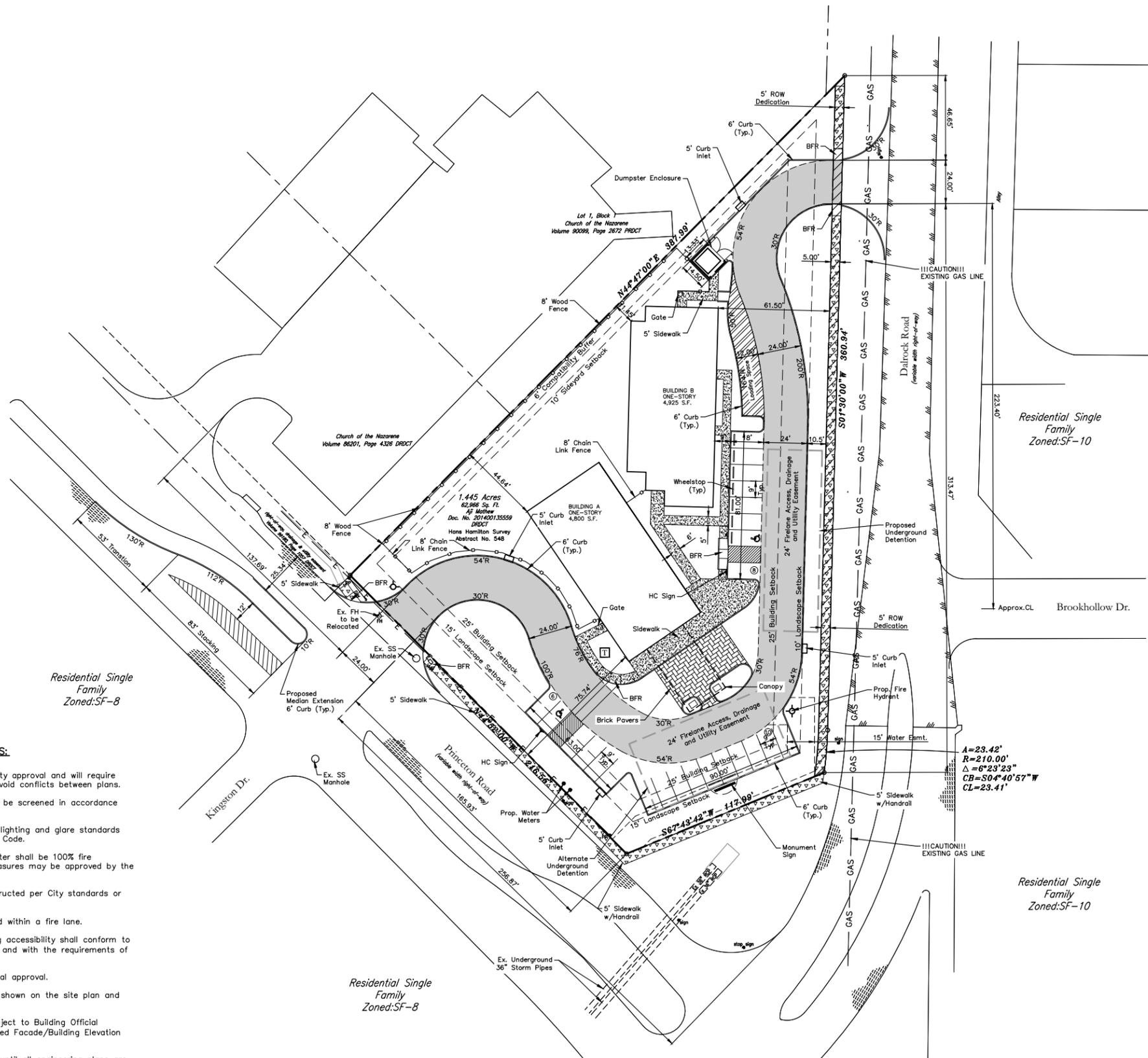
- 1. Educational Child Care is a necessity in any community.
- 2. In addition to providing the service of caring for the residents in the community's children, our holistic approach provides a curriculum and an environment that prepares the children for school and for life.

3. Our Character Education offers specific learning experiences to ultimately teach children how to care for and demonstrate respect for each other.

**Our Curriculum (Life Essentials) addresses all areas of child development:**

- Developmentally appropriate educational practices
- Character Education
- Technology
- Health & Fitness

This is an immediate enhancement to any community, providing the convenience of a child care facility while teaching children with education, technology, proper moral character as well as health and fitness.



**LEGEND**

|  |                                |  |                             |
|--|--------------------------------|--|-----------------------------|
|  | Firelane                       |  | Ex. Concrete Pavement       |
|  | Proposed Sidewalk (Private)    |  | Ex. Asphalt Pavement        |
|  | Proposed Sidewalk (Public ROW) |  | Proposed Wheel Stop Typical |
|  | Loading Space                  |  | Existing Fire Hydrant       |
|  | Proposed ROW Dedication        |  | Proposed Fire Hydrant       |
|  | Brick Pavers                   |  | Barrier Free Ramp           |
|  |                                |  | Handicap Parking Sign       |

**SITE DATA**

|                                    |                         |
|------------------------------------|-------------------------|
| Case No:                           | SUP 15-564              |
| Name:                              | Montessori School       |
| Proposed Use:                      | Private School          |
| Existing Zoning:                   | SF-10                   |
| Proposed Zoning:                   | SF-10                   |
| Applicable Overlays:               | SUP                     |
| Lot Area:                          | 1.445 Acres (62,966 sf) |
| Lot Area (post R.O.W. dedication): | 1.402 Acres (61,051 sf) |
| Impervious Area:                   | 32,112 sf/53%           |
| Pervious Area:                     | 28,939 sf/47%           |
| Open Space:                        | 12,371 sf               |
| Detention:                         | 3,000 sf                |
| Building A:                        | 4,925 sf                |
| Building B:                        | 4,800 sf                |

|                     | Required/Permitted | Proposed      |
|---------------------|--------------------|---------------|
| Density:            | 4.4                | 4.4           |
| Lot Area:           | 10,000 sf          | 61,051 sf     |
| Lot Coverage:       | 45%                | 15.93%        |
| Lot Width:          | 80'                | 387.99'       |
| Lot Depth:          | 110'               | 360.94'       |
| Lot Frontage:       | 35'                | 695.48'       |
| Front Yard Setback: | 25'                | 25'           |
| Side Yard Setback:  | 10% of site width  | 10'           |
| Building Height:    | 35' Max 2.5 Story  | 25' One Story |

- CITY OF ROWLETT SITE PLAN NOTES:**
- Any revision to this plan will require City approval and will require revisions to any corresponding plans to avoid conflicts between plans.
  - Dumpsters and trash compactors shall be screened in accordance with the Rowlett Development Code.
  - Outdoor lighting shall comply with the lighting and glare standards contained within the Rowlett Development Code.
  - Buildings of 5,000 square feet or greater shall be 100% fire sprinklered. Alternative fire protection measures may be approved by the Fire Marshal.
  - Fire lanes shall be designed and constructed per City standards or as directed by the Fire Marshal.
  - Speed bumps/humps are not permitted within a fire lane.
  - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
  - All signage is subject to Building Official approval.
  - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - All exterior building materials are subject to Building Official approval and shall conform to the approved Facade/Building Elevation Plan.
  - Approval of the site plan is not final until all engineering plans are approved by the City Engineer.
  - All new electrical lines shall be installed and/or relocated underground.
  - All mechanical equipment shall be screened from public view in accordance with the Rowlett Development Code.

**Note:**  
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

**ENGINEER:**  
Cross Engineering Consultants, Inc.  
131 S. Tennessee St.  
McKinney, Texas 75069  
Phone (972) 562-4409  
Fax (972) 562-4471  
Contact: Jon David Cross, P.E.

**ARCHITECT:**  
Craddock Architecture  
2975 Oak  
Rockwall, Texas 75032  
Phone (214)9520527  
Contact: Phillip Craddock

**SURVEYOR:**  
Roome Land Surveying, Inc.  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372  
Fax (972) 423-7523  
Contact: Michael Cuzzo

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.  
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

| Issue Dates: | Revisions: | Date: |
|--------------|------------|-------|
| 1            | 1          |       |
| 2            | 2          |       |
| 3            | 3          |       |
| 4            | 4          |       |
| 5            | 5          |       |
| 6            | 6          |       |

**CROSS ENGINEERING CONSULTANTS**  
131 S. Tennessee St. McKinney, Texas 75069  
972.562.4409 Texas P.E. Firm No. F-5935

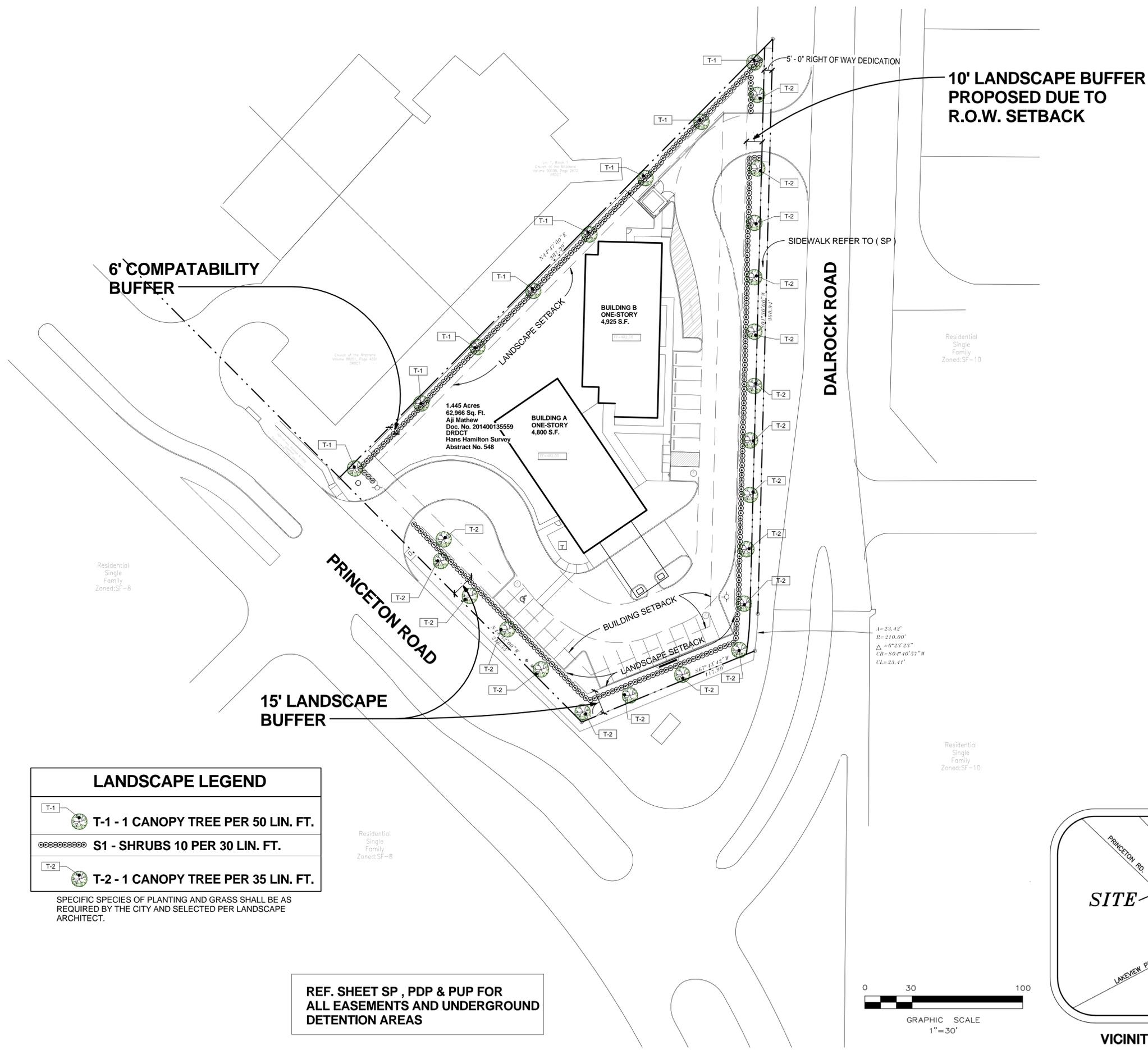
|           |             |          |
|-----------|-------------|----------|
| Drawn By: | Checked By: | Scale:   |
| C.E.C.I.  | C.E.C.I.    | 1" = 30' |

|                              |  |                        |
|------------------------------|--|------------------------|
| <b>SUP EXHIBIT</b>           |  | Sheet No.<br><b>SP</b> |
| Princeton Academy of Rowlett |  |                        |
| Mathew Aji                   |  | Project No.<br>15090   |
| City of Rowlett, Texas       |  |                        |

Montessori School



COPYRIGHT 2015 - CRADDOCK ARCHITECTURE PLLC. FOR USE ONLY ON A SPECIFIC SITE.



**10' LANDSCAPE BUFFER PROPOSED DUE TO R.O.W. SETBACK**

**6' COMPATABILITY BUFFER**

**15' LANDSCAPE BUFFER**

**DALROCK ROAD**

**PRINCETON ROAD**

**BUILDING B ONE-STORY 4,925 S.F.**

**BUILDING A ONE-STORY 4,800 S.F.**

1.445 Acres  
62,966 Sq. Ft.  
Aji Mathew  
Doc. No. 201400135559  
DRDCT  
Hans Hamilton Survey  
Abstract No. 548

A=23.42'  
B=210.00'  
Δ=6°23'23"  
CB=50°40'57"R  
CL=23.41'

Residential Single Family Zoned:SF-8

Residential Single Family Zoned:SF-10

**LANDSCAPE LEGEND**

- T-1 - 1 CANOPY TREE PER 50 LIN. FT.
- S1 - SHRUBS 10 PER 30 LIN. FT.
- T-2 - 1 CANOPY TREE PER 35 LIN. FT.

SPECIFIC SPECIES OF PLANTING AND GRASS SHALL BE AS REQUIRED BY THE CITY AND SELECTED PER LANDSCAPE ARCHITECT.

**REF. SHEET SP, PDP & PUP FOR ALL EASEMENTS AND UNDERGROUND DETENTION AREAS**

**OWNER:**

**AJI MATHEW  
10419 MATEO TRAIL  
IRVING, TX 75016**

**(469) 835-1893**

**ARCHITECT:**

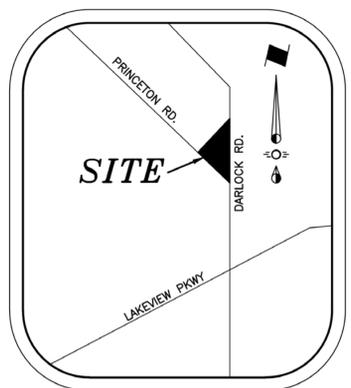
**craddock | architecture PLLC**

**Phillip Craddock, AIA  
2975 Oak Dr.  
Rockwall, TX 75032**

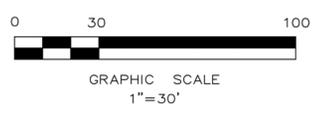
**(214) 952-0527**

**LANDSCAPE PLAN:**

**1.445 ACRES  
62,966 S.F.  
DOC. NO. 201400135559  
DRDCT**



**VICINITY MAP**



**craddock | architecture**  
2975 OAK DR. ROCKWALL, TX 75032 214-952-0527  
**PRINCETON ACADEMY OF ROWLETT**

**PRINCETON ACADEMY OF ROWLETT**  
7200 DALROCK RD.  
ROWLETT, TX 75089  
Project number: 2015-001-15090  
Date: 10/07/15  
**LANDSCAPE PLAN**



Scale: 1" = 30'-0"



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Special Use Permit
LOCATION: The subject property is located at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas. A map is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.
EXPLANATION OF REQUEST: The applicant is requesting a Special Use Permit to allow a day care center at 7200 Dalrock Road.

[ ] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

[X] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS: UNLESS A TRAFFIC LIGHT IS INSTALLED !!

COMMENTS: 1) WAY TOO DANGEROUS. 2) TRAFFIC SPEEDS NORTH ON PUNSTON AND DALROCK. 3) ONE MONTH ON AVERAGE ACCIDENTS OCCUR IN THE MEDIAN

PROPERTY OWNER NAME (print): JANE BROWN I HAVE REPEATEDLY REQUESTED A TRAFFIC LIGHT AT THIS

SIGNATURE: Jane Brown LOCATION: NO AVAIL

ADDRESS: 8313 CONCORD DR ROWLETT TX 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 6:30 p.m. on the 27th day of October, 2015, and that the City Council will hold a public hearing at 7:30 p.m. on the 17th day of November, 2015. Both hearings will be held at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Development Service Department by 5 pm on Wednesday, October 21, 2015, for your comments to be included in the Planning and Zoning Commission packet and/or by Wednesday, November 11, 2015, to be included in the City Council packet. All responses received by November 11th will be forwarded to the Council as well; it is not necessary to respond twice. Responses received after the times noted above shall not be counted in the record of response.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the city council shall only occur with a concurring vote of at least three-fourths of the full membership of the city council.

If you have any questions concerning this request, please contact the Department of Development Services

Phone 972-412-6166
FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL

City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75030-0099



Department of Development Services

NOTICE OF PUBLIC HEARING

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: It will create major traffic problem at Dalrock/Pinkie intersection. Also another day care is within 500' of proper

PROPERTY OWNER NAME (print): SYLVIA PILKINGTON
SIGNATURE: Sylvia Pilkington
ADDRESS: 7413 SILVERTHORN DR, Rowlett, TX 75089

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RETURN BY FAX OR MAIL
City of Rowlett
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PO Box 99
Rowlett, TX 75030-0099



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Special Use Permit
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EXPLANATION OF REQUEST: The applicant is requesting a Special Use Permit to allow a day care center at 7200 Dalrock Road.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: SEE ATTACHED LETTER [Signature]

PROPERTY OWNER NAME (print): JOHN M. SHELTON (200 FOOT NOTIFICATION GROUP)
SIGNATURE: [Signature]
ADDRESS: 7301 SILVERTHORP, ROWLETT, TX 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 6:30 p.m. on the 27th day of October, 2015, and that the City Council will hold a public hearing at 7:30 p.m. on the 17th day of November, 2015.

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If you have any questions concerning this request, please contact the Department of Development Services
Phone 972-412-6166
FAX 972-412-6228
jlangford@rowlett.com

RETURN BY FAX OR MAIL
City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75080-0099

## ATTACHMENT 5

October 20, 2015

Mr Langford,

We are opposed to the City of Rowlett granting a special use permit for construction of a daycare or other business at 7200 Dalrock Road. Please enter our written comments into the Planning and Zoning Commission's and City Council's briefings.

We purchased our property at 7301 Silverthorn, backing to the Princeton & Dalrock intersection, with comfort in the knowledge that 7200 Dalrock was zoned for private use. Granting a special use permit for the construction of a daycare constitutes rezoning the subject property in the short-term and sets a precedent for permanent rezoning of 7200 Dalrock at some point in the future. We are opposed to this ipso facto rezoning.

If the situation is that a daycare proprietor is shopping to lease or purchase property, other nearby parcels of similar size exist along Lakeview Parkway (Highway 66), along Scenic Drive, and at the intersection of Princeton & Liberty Grove. Many of the parcels in these mentioned areas are already zoned for commercial use or have pending special use permits, and neighbor already existing businesses.

Traffic control measures currently in place at the intersection of Princeton and Dalrock are insufficient to accommodate the traffic that an additional daycare will bring. We say "additional" daycare to bring to light that Tree House Academy daycare center exists on Dalrock at a property just 500 feet to the north of the subject property. The study of traffic, planning, and installation of needed traffic control measures to accommodate a business at 7200 Dalrock will incur significant burden to a city budget already stretched thin. Further, the possibility exists that traffic pattern studies by the State of Texas may determine that the intersection of Princeton and Dalrock must be redesigned after construction at the subject property is complete. We are opposed to allocation of any city budget for making traffic control accommodations resulting from granting the proposed special use permit.

Alternative parcels along Lakeview Parkway (Highway 66), along Scenic Drive, and at the intersection of Princeton & Liberty Grove, already have traffic control measures sufficient to accommodate existing businesses, and have capacity to accommodate additional businesses without upgrade. The sufficiency of the existing traffic control measures for the ingress and egress routes to these alternative parcels present an alternative location for a daycare without burden to city budget.

If the situation is that the property owner of 7200 Dalrock is considering opening a daycare as a business venture, the City of Rowlett's Planning and Zoning officials should consider the impact of the opening and possible failure and future vacancy of a daycare business given that Tree House Academy exists within the 500 foot notification area of the subject property. We are opposed to gambling on the success or failure of a perceived over saturated business venture, and opposed to the possibility of having a vacant business in such close proximity to our homestead.

Lastly, the City of Rowlett's Planning and Zoning officials should research the police and fire dispatch records for automobile collision frequency and severity occurring at the intersection of Princeton and Dalrock. With greater traffic density, more automobile collisions would be a realistic expectation. With the granting of a special use permit allowing for a daycare center at the subject property, it is reasonable to assume that a higher percentage of these collisions would involve automobiles with children as occupants. We strongly urge each acting participant in Rowlett's Planning and Zoning Commission's permitting process to consider the possible injury of a child with their granting of a special use permit. We are opposed to the construction of a daycare center at an already challenging and dangerous three-way intersection and putting children at risk.

Sincerely,

John M. Shelton  
(214) 929-6264

Vicki S. Shelton  
(469) 835-4059

11-10-15A09:16 RCVD



Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner  
RE: Application for a Planned Development  
LOCATION: The subject property is located at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas. A map is attached for reference. A map is attached for reference.  
EXPLANATION OF REQUEST: The applicant is requesting a Special Use Permit to allow a daycare center at 7200 Dalrock Road.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: THIS "Y" INTERSECTION WITH THE DEVELOPMENT OF SAID PROPERTY

WILL BECOME DANGEROUS DUE TO INGRESSES/EGRESSES (PARENTS LINED UP

PROPERTY OWNER NAME  
(print):

WILL BE IN STRIPES)  
ALPN BULL

SIGNATURE:

7406 SILVERTHORN Alpn Bull

ADDRESS:

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 6:30 p.m. on the 27<sup>th</sup> day of October, 2015, and that the City Council will hold a public hearing at 7:30 p.m. on the 17<sup>th</sup> day of November, 2015. Both hearings will be held at the Municipal Center, 4000 Main Street, Rowlett, Texas.  
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glangford@rowlett.com

RETURN BY FAX OR MAIL  
City of Rowlett  
Development Services  
PO Box 99  
Rowlett, TX 75030-0099

JUST HAD A MAJOR ACCIDENT AT THIS LOCATION WITHIN PAST TWO DAYS



Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

**TO:** Property Owner  
**RE:** Application for a Planned Development  
**LOCATION:** The subject property is located at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas. A map is attached for reference. A map is attached for reference.  
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** My opposition is due to the concern over the increased traffic congestion the proposed daycare center would add to an already dangerous intersection due to the current configuration of the Princeton - Dalrock "Y" configuration.

**PROPERTY OWNER NAME**

(print):

**SIGNATURE:**

**ADDRESS:**

Don & Linda Howard  
 Don Howard Linda Howard  
 8710 Golden Pond Dr Rowlett TX 75089

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 Phone 972-412-6166  
 FAX 972-412-6228  
[glangford@rowlett.com](mailto:glangford@rowlett.com)

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 City of Rowlett  
 Development Services  
 PO Box 99  
 Rowlett, TX 75030-0099

10-28-15 P01:46 RCVD



Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

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**RE:** Application for a Planned Development  
**LOCATION:** The subject property is located at 7200 Dalrock Road further described as being 1.44 +/- acres in the Hanse Hamilton Abstract #548, City of Rowlett, Dallas County, Texas. A map is attached for reference. A map is attached for reference.  
**EXPLANATION OF REQUEST:** The applicant is requesting a Special Use Permit to allow a daycare center at 7200 Dalrock Road.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** There is too much traffic at Kingstern + Princeton now. Maybe if a red light was there.

**PROPERTY OWNER NAME (print):** Robbie C. Summers  
**SIGNATURE:** 8413 Concord  
**ADDRESS:** ROWLETT, TX 75089

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|   |   |
|---|---|
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|---|---|

10-22-15P02:44 RCVD



Department of Development Services

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Traffic concerns; child safety concerns - subject property will be bordered by two busy streets

PROPERTY OWNER NAME (print): Diane L. Hill
SIGNATURE: Diane L. Hill
ADDRESS: 7417 Silverthorn Dr. Rowlett 75089

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

During The Meeting hrs its Hand enough to get out of the Neighborhood without the encroached Tra

PROPERTY OWNER NAME

(print):

Eric Edison

SIGNATURE:

8709 Brook Hollow

ADDRESS:

Eric Edison

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: The traffic in/out of neighborhood is already very difficult to get in & out in the morning/afternoon.

PROPERTY OWNER NAME

(print): Vincent Dulaney
SIGNATURE: [Handwritten Signature]

ADDRESS: 8709 Barton Creek Dr.

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10-19-15A09:44 RCVD



Department of Development Services

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

PROPERTY OWNER NAME

(print):

Jerry M. Busch

SIGNATURE:

J M Busch

ADDRESS:

7602 Colfax Dr. Rowlett TX 75089

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: THE INTERSECTION IS ALREADY CONGESTED AND

DANGEROUS DURING RUSH HOUR. WILL NEED TRAFFIC LIGHT.

PROPERTY OWNER NAME

(print):

JAMES PATE

SIGNATURE:

[Handwritten Signature]

ADDRESS:

8706 BROOKHOLLOW DR. ROWLETT, TX 75089

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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** Traffic ~~problem~~ problem's already!

**PROPERTY OWNER NAME (print):**

**SIGNATURE:**

**ADDRESS:**

Theresa Schwagerman  
 Theresa Schwagerman  
 8702 ARBOR Side Rowlett, 75085

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10-20-15 11:55 RCVD



Department of Development Services

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I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Traffic in morning and evening is already very bad! That is a very tricky intersection with a yield going north + difficult to cross Dalrock both ways.
PROPERTY OWNER NAME (print): Morris Wayne Ferguson
SIGNATURE: [Signature]
ADDRESS: 7502 Silverthorn Rowlett, TX 75089

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Note: This will be a major mistake. As a homeowner in Bayview Estates, that daycare would increase traffic which is already a sore spot every morning and evening. Furthermore, cars would be pulling in and out going north AND south on Dalrock and northwest on Princeton. This is truly MANY accidents waiting to happen!



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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** *Only if there is a turn lane put in for the entrance. Heavily congested area.*

**PROPERTY OWNER NAME (print):** Jack Louddy  
**SIGNATURE:** *Jack Louddy*  
**ADDRESS:**

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## Department of Development Services

### COURTESY NOTICE OF PUBLIC HEARING

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:  
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:**

Not a problem for us

**PROPERTY OWNER NAME**

(print):

Anne & David Matthews

**SIGNATURE:**

*[Handwritten Signature]*

**ADDRESS:**

8713 Barton Creek Dr.

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

GREGORY GONZALEZ

PROPERTY OWNER NAME

(print):

SIGNATURE:

ADDRESS:

Gregory Gonzalez
7501 Silveathorn Dr.

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City of Rowlett  
Staff Report

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

**AGENDA DATE:** 11/17/15

**AGENDA ITEM:** 8B

**TITLE**

Conduct a public hearing and consider an ordinance approving a rezoning from Single Family-40 Zoning District to the New Neighborhood Form Based Zoning District for property located at 3399 Chiesa Road, further described as 21.79 +/- acres in the James Hobbs Survey, Abstract 571, page 721 City of Rowlett, Dallas County, Texas.

**STAFF REPRESENTATIVE**

Marc Kurbansade, AICP, Director of Development  
Daniel Acevedo, Urban Designer

**SUMMARY**

The subject property, referred to as Canterbury Cove throughout the remainder of this report, is zoned Single Family-40 (SF-40) and is currently regulated by the Rowlett Development Code (RDC). A location map is included as Attachment 1. The applicant is requesting to rezone the property to the New Neighborhood Form Based District (NN-FB) in order to bring the zoning into alignment with the vision for the area as outlined in the City's Realize Rowlett 2020 Comprehensive Plan. The Planning and Zoning Commission unanimously recommended approval of this item at their October 27, 2015, regular meeting. The discussion can be viewed as item C.3 at the following link: <http://rowlettx.swagit.com/play/10272015-1120>. The purpose of this item is for the City Council to conduct a public hearing and consider taking final action on the proposed zoning change.

**BACKGROUND INFORMATION**

The subject property is located in the Active Living Sub-District, which is one of the 13 opportunity areas identified in the Realize Rowlett 2020 Comprehensive Plan (Attachment 2). When the plan was initially adopted in 2011 it was understood that the City would take an active role in rezoning several of the priority opportunity areas. This was accomplished through the adoption of the Form Based Code (FBC) and subsequent rezoning of Downtown, Signature Gateway, Healthy Living, Woodside Living and The North Shore. It was determined that the remaining eight opportunity areas, including Active Living, would be addressed as development opportunities arose.

Two of the main objectives outlined for the Active Living Sub-Area are to complement the existing low-density single-family pattern of development located to the east, while also capitalizing on the area's water amenity to the west. It is the applicant's desire to meet these goals by pursuing a development that will adhere to the NN-FB standards. By rezoning to a Form-Based District, the applicant will be required to address key considerations outlined in the Active Living section of the Comprehensive Plan as well as the requirements of the FBC itself

(e.g. trails, pathways, connectivity, public open space, direct access to the lake, frontage on Chiesa, parking and lighting). New Neighborhood is a single family, residential district that places an emphasis on providing diversity through multiple lot and house sizes. Furthermore, it regulates design of the public realm to reinforce pedestrian significance and connectivity. Finally, it helps to shape the neighborhood in a way that aims to seamlessly incorporate its context through transition and connectivity.

The next step to furthering the vision for this area is to establish the appropriate base zoning district through the approval of a Framework Plan and Site Analysis. If approved, then the applicant will be required to submit and receive approval for a regulating plan, preliminary plat, detailed development plans, final plat, civil engineering plans, and building plans all prior to building on the site.

## **DISCUSSION**

Section 77-805 of the *RDC* states that the City Council shall consider the following when making decisions on rezoning requests. Staff's commentary is in bold italics beneath each criterion.

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

***The proposed rezoning does address a changing condition and fact(s) in that the current SF-40 zoning district no longer meets the intent for the area as outlined in the City's Comprehensive Plan. Approving the proposed rezoning request will further the vision outlined in the Realize Rowlett 2020 Comprehensive Plan.***

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code;

***The subject property is located in the Active Living Sub-District. The intent of the Active Living District is to complement the existing low-density single-family pattern of development located to the east, while also capitalizing on the area's water amenity to the west. In addition, as a FBC development, it will meet the Guiding Principles outlined in the Realize Rowlett 2020 Comprehensive Plan.***

***The intent of the FBC is based on the Comprehensive Plan and the Guiding Principles. Adopting the NN-FB District for the subject property will ensure that future development will meet the Guiding Principles outlined in the Comprehensive Plan. Listed below are the Guiding Principles specifically identified for Active Living that will be accomplished with the proposed rezoning.***

***Guiding Principle #1: Value existing neighborhoods.***

***Guiding Principle #3: Make Rowlett a community that is attractive to people at all stages of their lives.***

**Guiding Principle #4: Invest in places of lasting value and distinctive character.**

**Guiding Principle #5: Maximize the benefits of Major Public Infrastructure investments (existing and planned).**

**Guiding Principle #6: Use Lake Ray Hubbard and Rowlett's natural assets to create a distinctive identity and the quality of life desired by the community.**

**Guiding Principle #9: Balance growth efficient development patterns.**

**Guiding Principle #11: Position Rowlett for an appropriate scale of investment and reinvestment supported by market trends.**

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

**Staff does not anticipate the proposed rezoning to impact negatively the health, safety, morals, or general welfare of the public. If approved, the proposed development will be required to comply with all applicable development standards in the FBC as well those standards in the RDC including drainage, traffic, and utility requirements.**

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

**The proposed rezoning has been reviewed from the standpoint of providing sufficient transportation access and utilities (e.g., water, sanitary sewer, stormwater drainage). Both water and sewer service is provided by the City; Staff has confirmed that both are available to the site. Prior to the approval of the Regulating Plan, Staff will ensure adequate capacity for utilities is provided as required by City ordinances.**

**A traffic impact analysis (TIA) will be required when the Regulating Plan is submitted. A TIA will need information on the number of lots and associated product types which will not be formulated until the Regulating Plan is formalized.**

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;

**It is unlikely that the proposed rezoning will have significant adverse impacts on the natural environment. Instead the proposed NN-FB, will ensure that the natural features are utilized as an asset not only for the proposed development, but for the larger community. The intent of the FBC is to enhance the site's natural conditions by way of neighborhood design, which happens at the Regulating Plan phase of the FBC development review process. The applicant will be required to tie into the park and trail system as shown on the Framework Plan. Most of the existing tree canopy**

**are located along the Takeline and within the proposed open space as shown on the Framework Plan.**

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

**Staff does not anticipate that the proposed rezoning will have significant adverse impacts on other properties in the vicinity including the existing single family subdivision to the east across Chiesa Road. The NN-FB prohibits homes from backing onto a collector street such as Chiesa Road.**

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

**It is Staff's opinion that the proposed zoning is more suitable for the subject property than the current zoning as it was envisioned by the Realize Rowlett 2020 Comprehensive Plan. As previously mentioned, a NN-FB district will ensure that the design of the proposed neighborhood will utilize the natural area as an enhanced open space that is available to the general public.**

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

**The NN-FB standards require a range of building types to be constructed within a development. The FBC identifies three Building Categories that must be included in New Neighborhood development. A minimum of 20 percent from each of the three Building Type Categories will be allocated within the development. It is Staff's view that the proposed rezoning will not result in an excessive proliferation of a particular housing type.**

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and;

**The proposed rezoning will result in a density that is similar to the existing single family lots located within the vicinity of the subject property. A key consideration outlined in the Comprehensive Plan for the Active Living area is to provide a transition from the existing development surrounding the site, which is low to moderate density residential. New Neighborhood is the residential district that most closely relates to the surrounding neighborhood fabric, would be the most appropriate for that transition, and further the goals outlined in the Comprehensive Plan.**

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

***As it was determined through Realize Rowlett 2020, the City is saturated with inventory from housing products within a very narrow size and price band and cannot afford to add more of the same product to its inventory. The FBC has been deemed to be the most effective way to achieve the goal of increasing a variety of housing types within the City of Rowlett.***

#### Site Analysis

Prior to formulating the Framework Plan, the applicant prepared a Site Analysis as required by the FBC. The purpose of a Site Analysis is to evaluate the existing conditions of a property as it relates to both the natural and built environments. To this end, the Site Analysis (Attachment 3) incorporates elements such as view corridors, sun patterns, drainage, vegetation masses, topography, existing utilities, landmarks, etc. The Site Analysis is utilized to determine the approximate location of major elements/infrastructure associated with this development. This Site Analysis is a working document that will continue to be used as a reference as further detail is applied to the development.

#### Framework Plan

The Framework Plan (Exhibit C) incorporates the development regulations and the spatial exhibit showing high-level features including thoroughfare assemblies. Below are the key elements of the Framework Plan:

Open Space: The NN-FB requires 14 percent of the developable area to be comprised of public Open Space. The NN-FB District allows for the lakefront to count towards meeting up to half of the 14 percent requirement. The proposed development is proposing for half of the required open space to include the lakefront with multi-modal trail system and accessible, and neighborhood serving in close proximity to the proposed homes. The remaining seven percent of the open space will be provided internally within the development through a series of centralized open spaces for active and passive recreation.

Street Typologies: The Framework Plan includes street typologies that were previously adopted in the FBC districts. The applicant is proposing a range street typologies for this development.

Housing Mix: A minimum of 20 percent from each of the three Building Type Categories will be allocated within the development. The housing mix will include at least 20 percent of the total units constructed will be comprised of NN-Type 1, 2 or 3 residences.

In summary, the proposed NN-FB consisting of a 21-acre pedestrian-oriented, single family neighborhood governed under the City's FBC is consistent with the Realize Rowlett 2020 Comprehensive Plan. The subject property was identified within one of 13 opportunity areas known as Active Living. It is staff's opinion that the proposed rezoning meets the above criteria for a rezoning. Utilizing the FBC will ensure that the proposed development achieves many of

the Guiding Principles and the vision outlined in the Comprehensive Plan by ensuring a neighborhood design that emphasizes the following:

- Open Spaces
- Variety of building types
- Pedestrian facilities

It is important to note, at this time, the applicant has not requested any Major Warrants with this submittal and the Framework Plan is in line with all FBC requirements for a Framework Plan. It is also important to note that the Framework Plan is by design basic in nature and used to apply zoning to a property. Specific development regulations are not outlined in detail with this request because they were previously vetted and approved by the City Council with the adoption of the FBC and NN-FB District in 2012. Based on the analysis above, Staff believes that the rezoning of this property is in harmony with the City's overall vision set forth in the Comprehensive Plan for Active Living.

If zoning is approved, then a TIA will be required with the development plan submittal to evaluate the impact on Chiesa, and potentially Miller Roads. The proposed Framework Plan allows for the facilitation of a contiguous sidewalk network and ensures public access to open space as well as the lake. It also ensures connectivity to alleviate congestion for automobile traffic, as well as utilizes already adopted street sections within the FBC.

#### **Public Hearing Notices:**

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Twenty-two 200ft notices and 74 courtesy 500ft notices were mailed on October 9, 2015, and as of Tuesday November 10, 2015, Staff has received the following:

- 200 ft. notification area: Zero in favor, one in opposition.
- 500 ft. courtesy notification area: One in favor, two in opposition, and one that does not indicate a preference.

These responses are included as Attachment 4.

#### **FISCAL IMPACT**

N/A

#### **RECOMMENDED ACTION**

Staff recommends approval of this item.

#### **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM SF-40 TO NEW**

**NEIGHBORHOOD SUBDISTRICT OF THE FORM BASED CODE DISTRICT (“FB DISTRICT”) FOR REAL PROPERTY CONSISTING OF 21.79 +/- ACRES IN THE JAMES HOBBS SURVEY, ABSTRACT 571, PAGE 721 CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBITS “A”, “B”, and “C”; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**Section 1.** That the Comprehensive Zoning Ordinance, Plan and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Single-Family Residential 40/24 (“SF-40”) to New Neighborhood Subdistrict of the FB District for real property consisting of 21.79 +/- acres in the James Hobbs Survey, Abstract 571, page 721 City of Rowlett, Dallas County, Texas., and being more specifically described in Exhibits “A”, “B”, and “C” attached hereto and incorporated herein (hereinafter the “Property”).

**Section 2.** That the standards of the Form Based Code district set forth in Exhibit “C” (the “Canterbury Cove”) attached hereto and incorporated herein, shall further be imposed on the development and use of the Property. All development and use regulations and requirements imposed on property in the Form-Based Code zoning districts, New Neighborhood subdistrict, shall apply to the development and use of the Property unless in conflict with this ordinance, in which case the provisions of this ordinance, including the regulations and standards set forth in Exhibit “C,” shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the New Neighborhood subdistrict of the FormBased Code zoning classification, the Rowlett Development Code, or Code of Ordinances, then the standard or regulation required by the applicable subdistrict regulation, the Form Based Code, the Rowlett Development Code, or other ordinance shall control the development and use of the Property.

**Section 3.** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 4.** 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 5.** 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 Comprehensive Zoning Ordinance as a whole.

**Section 6.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 7.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

## **ATTACHMENTS**

Exhibit A – Legal Description

Exhibit B – Zoning Exhibit

Exhibit C – Framework Plan

Attachment 1 – Location Map

Attachment 2 – Excerpt from Realize Rowlett 2020 Comprehensive Plan

Attachment 3 – Site Analysis

Attachment 4 – Public Responses

# EXHIBIT A

Being all of a tract of land situated in the James Hobbs Survey, Abstract No. 571, conveyed to RPS Ventures, inc. by Special Warranty Deed recorded in Instrument Number 200503640133, Official Public Records, Dallas County, Texas, and being more particular described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Southwest end of a corner clip on a tract of land conveyed to RPS Ventures, inc. by Special Warranty Deed recorded in Instrument Number 200503640132, Official Public Records, Dallas County, Texas, said corner clip being located at the intersection of the North line of Miller Road (a variable width right-of-way) and the West line of Chiesa Road (a variable width right-of-way);

THENCE North 01 degrees 55 minutes 11 seconds East across said RPS Ventures tract recorded in Instrument Number 200503640132 a distance of 586.74 feet to the POINT OF BEGINNING being a 1/2 iron rod set for corner with a yellow cap stamped "CBG SURVEYING" said corner being the Northeast corner of corner of said RPS Ventures tract recorded in Instrument Number 200503640132 and being in the West line of said Chiesa Road;

THENCE with the common line of both RPS Ventures' tracts being recorded in Instrument Number 200503640132 and Instrument Number 200503640133 the following 5 courses and distances:

South 89 degrees 11 minutes 06 seconds West a distance of 340.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING"

North 01 degrees 56 minutes 54 seconds West a distance of 320.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING"

South 89 degrees 11 minutes 06 seconds West a distance of 619.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING"

North 01 degrees 56 minutes 54 seconds West a distance of 89.00 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING"

South 88 degrees 31 minutes 38 West a distance of 312.09 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING" in the Easterly line of Lake Ray Hubbard;

THENCE along the Easterly line of Lake Ray Hubbard the following 5 courses and distances:

North 08 degrees 49 minutes 06 seconds East a distance of 165.68 feet to a 2 inch aluminum disc found for corner

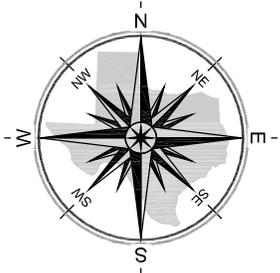
North 22 degrees 51 minutes 06 seconds East a distance of 523.71 feet to a 2 inch aluminum disc found for corner in the Easterly line of Lake Ray Hubbard and the Southwest corner of a tract of land conveyed to Sherry R. Lewis by Warranty Deed With Vendor's Lien recorded in Instrument Number 20080170578, Official Public Records, Dallas County, Texas;

THENCE North 88 degrees 49 minutes 06 seconds East along the South line of said Lewis tract a distance of 1,036.93 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "CBG SURVEYING", said corner being the Southeast corner of said Lewis tract and being in the West line of said Chiesa Road from which a 1/2 inch iron rod found bears for witness South 68 degrees 51 minutes 39 seconds West a distance of 0.59 feet;

THENCE South 01 degrees 02 minutes 54 seconds East along the West line of said Chiesa Road a distance of 1,054.99 feet to the POINT OF BEGINNING and containing 949,469 square feet or 21.80 acres of land more or less.

#### GENERAL NOTES:

1) BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED DEED (INSTRUMENT NUMBER 200503640133) UNLESS OTHERWISE NOTED.

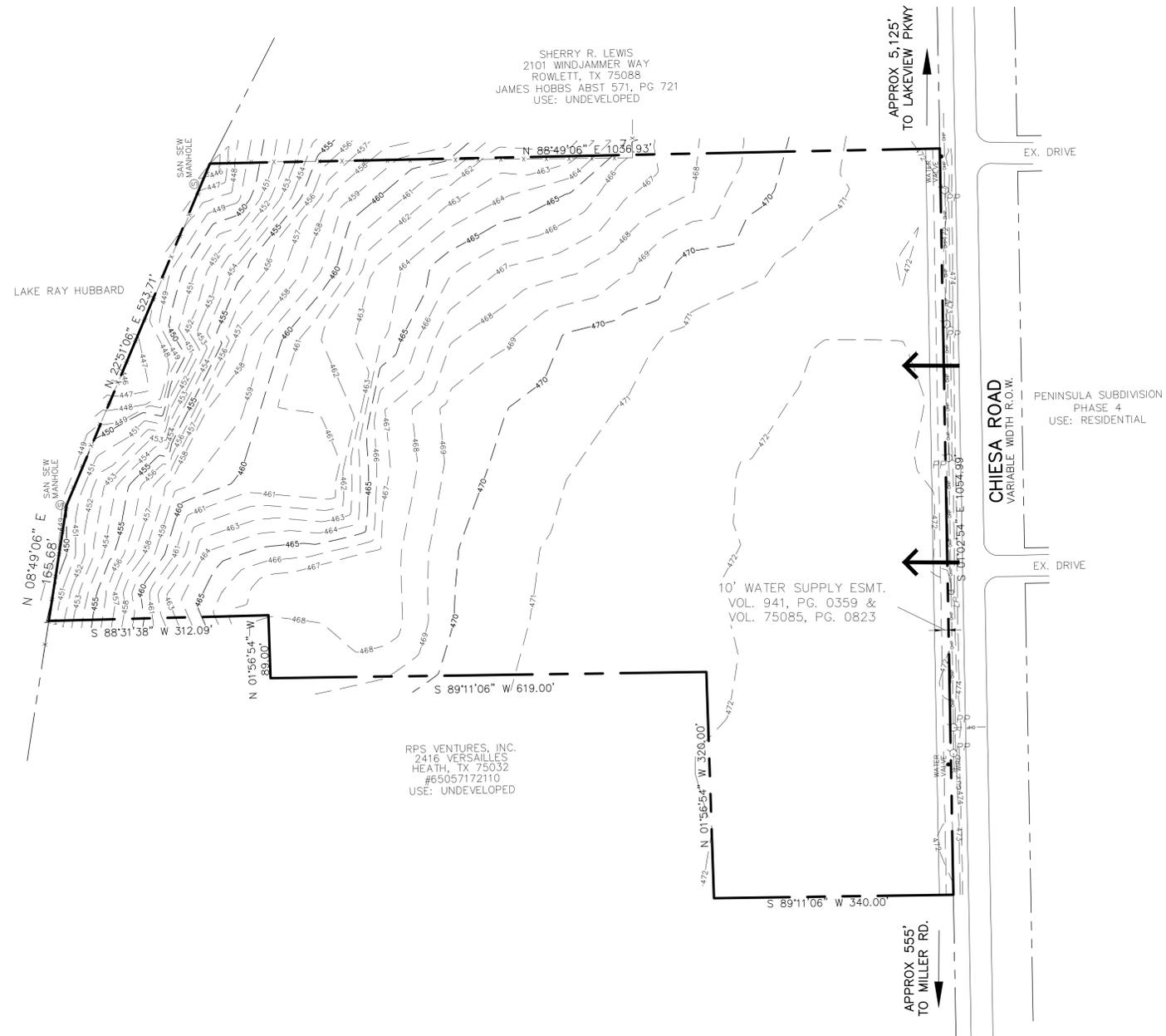


*Bryan Connally*  
BRYAN CONNALLY  
R.P.L.S. NO. 5513  
08/24/2015

**CBG Surveying, Inc.**

**PLANNING · SURVEYING**  
12025 Shiloh Road Suite 230 Dallas, Texas 75228  
P 214.349.9485 · F 214.349.2216  
[www.cbgdffw.com](http://www.cbgdffw.com)



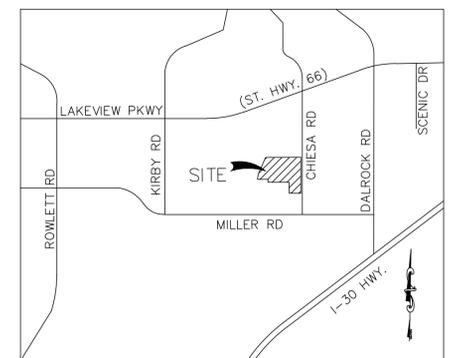
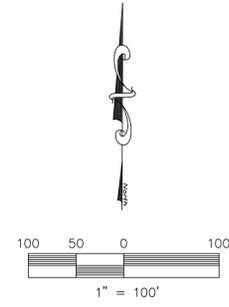


SHERRY R. LEWIS  
2101 WINDJAMMER WAY  
ROWLETT, TX 75088  
JAMES HOBBS ABST 571, PG 721  
USE: UNDEVELOPED

RPS VENTURES, INC.  
2416 VERSAILLES  
HEATH, TX 75032  
#65057172110  
USE: UNDEVELOPED

10' WATER SUPPLY ESMT.  
VOL. 941, PG. 0359 &  
VOL. 75085, PG. 0823

PENINSULA SUBDIVISION  
PHASE 4  
USE: RESIDENTIAL



VICINITY MAP  
NOT TO SCALE

EXHIBIT A

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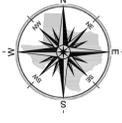
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GENERAL NOTES:

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www.cbgsd.com

BRYAN CONNALLY  
R.P.L.S. NO. 5513  
08/24/2015



LEGEND

- = PROPERTY LINE
- 447- = EX. GRADE
- EX. W- = EX. WATER
- EX. SS- = EX. SANITARY SEWER
- OP-OP- = EX. POWER LINES
- ⊙ = EX. SS MANHOLE
- ⊙ LP = EX. LIGHT POLE
- ⊙ PP = EX. POWER POLE
- ← = PROPOSED THOROUGHFARE CONNECTIONS

- NOTES:
1. THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF ROWLETT DEVELOPMENT STDS.
  2. THERE IS NO 100 YR FLOODPLAIN ON THIS PROPERTY.

EXHIBIT B – ZONING EXHIBIT

FRAMEWORK PLAN

CANTERBURY COVE

21.8 Acres situated in the James Hobbs Survey, Abstract No. 571, Page 721  
Zoning: New Neighborhood District  
City of Rowlett, Dallas County, Texas

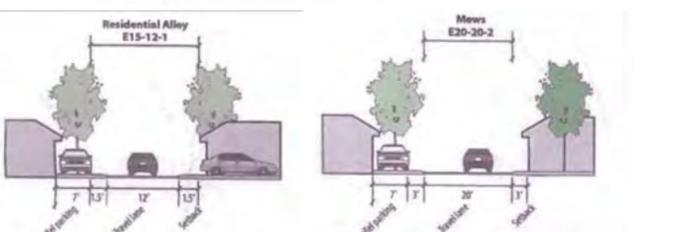
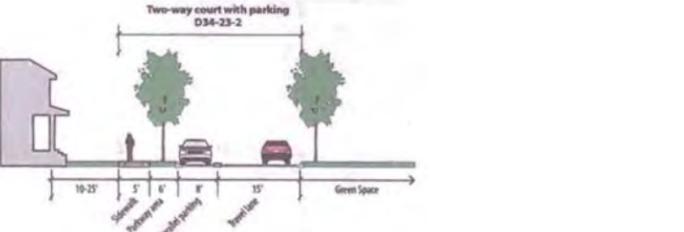
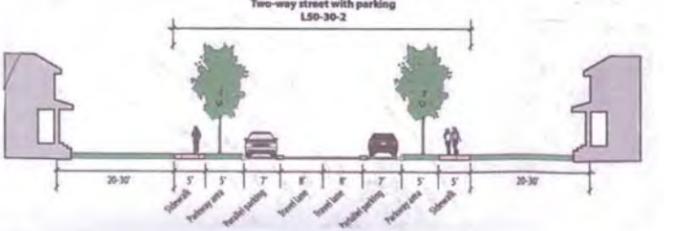
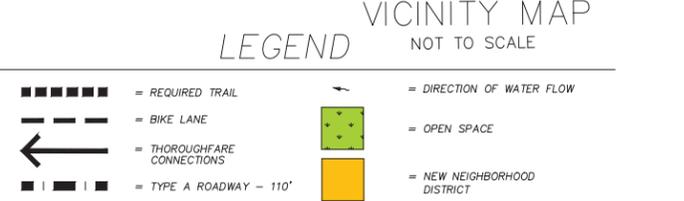
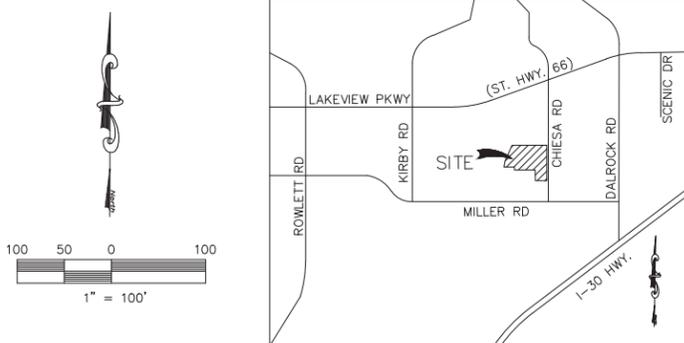
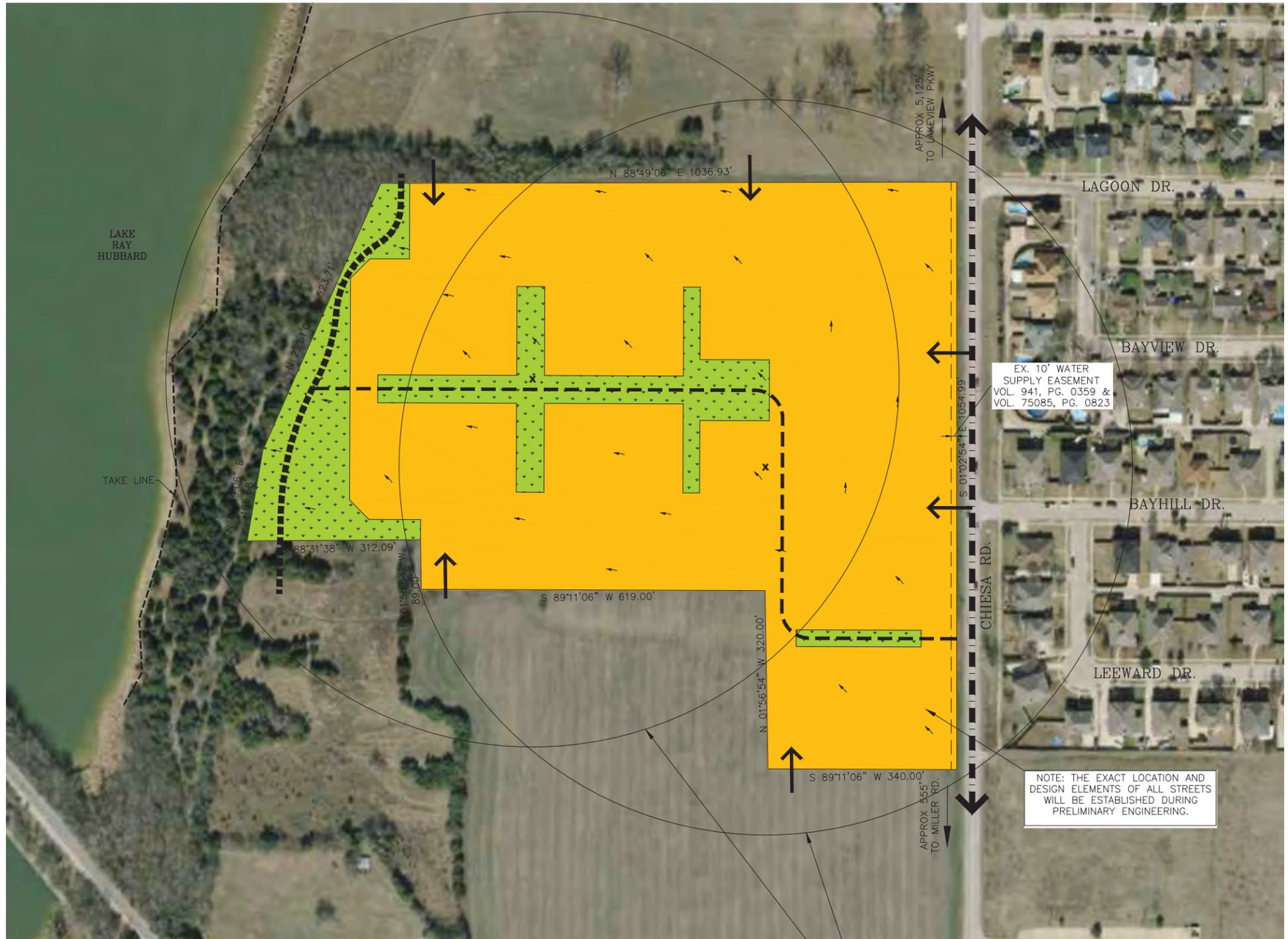
prepared by  
MONK CONSULTING ENGINEERS  
1200 W. State Street, Garland Texas 75040  
972 272-1763 Fax 972 272-8761

PROJECT NO.: 2015-15

date: 8/24/15 scale: 1" = 100'

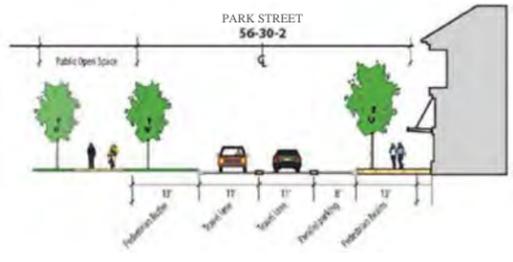
surveyor  
CBG SURVEYING, INC.  
12025 Shiloh Road, Suite 230  
Dallas, Texas 75228  
Main Office: (214) 349-9485

owner  
DAVENPORT MEADOWS, LP  
6310 Windmill Circle,  
Dallas, Texas 75252  
Bart Reeder: 214 938-1823



- NOTES:
1. THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF ROWLETT DEVELOPMENT STDS.
  2. THERE IS NO 100 YR FLOODPLAIN ON THIS PROPERTY.
  3. THE DEVELOPMENT TYPE BOUNDARIES SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE BOUNDARY. THE BOUNDARY IS DETERMINED AT TIME OF FINAL PLAT.
  4. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
  5. MAJOR WARRANTS FROM CURRENT DEVELOPMENT INTENT STATEMENTS AND REGULATIONS NOT SPECIFICALLY LISTED FOR APPROVAL AS PART OF THIS FRAMEWORK PLAN MAY REQUIRE A HEARING BY THE PLANNING AND ZONING AND APPROVAL BY THE CITY COUNCIL DURING REGULATING PLAN OR DEVELOPMENT PLAN REVIEW.
  6. THIS FRAMEWORK PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. SIGNIFICANT DEVIATIONS FROM THIS FRAMEWORK PLAN, AS DETERMINED BY THE DIRECTOR OF PLANNING, WILL REQUIRE AN AMENDMENT OF THE ZONING

1320' DIA. PEDESTRIAN SHED



surveyor: CBG SURVEYING, INC. 12025 Shiloh Road, Suite 230 Dallas, Texas 75228 Main Office: (214) 349-9485

owner: DAVENPORT MEADOWS, LP 6310 Windmill Circle, Dallas, Texas 75252 Bart Reeder: 214 938-1823

|   |                  |
|---|------------------|
| EXHIBIT E - FRAMEWORK PLAN  |                  |
| FRAMEWORK PLAN  |                  |
| CANTERBURY COVE   |                  |
| 21.8 Acres situated in the James Homes Survey, Abstract No. 571, Page 721 Zoning: New Neighborhood District City of Rowlett, Dallas County, Texas |                  |
| prepared by: MONK CONSULTING ENGINEERS 1200 W. State Street, Garland Texas 75040 972 272-1763 Fax 972 272-8761                                    |                  |
| PROJECT NO.: 2015-15  | scale: 1" = 100' |
| date: 9/21/15   |                  |

**Exhibit C**CANTERBURY COVE, A NEW NEIGHBORHOOD

August 25, 2015

Proposed Framework Plan for portion of:

**Active Living (Area E-5 of Realize Rowlett 2020 Comprehensive Plan)**

**Overview:** Unless otherwise noted below, all standards in the City of Rowlett Form Based Code (“FBC”) will govern. The Framework Plan is based on the Realize Rowlett 2020 Comprehensive Plan and will provide guidance and direction for the application of design standards and principles in approving final Development Plans and permits.

**Intent:** It is intended that development of this portion of the E-5 Active Living Area will initiate a cohesive single-family residential community with a mixture of the 3 categories of the FBC - New Neighborhood designation. Open Space and walking/bike trails will be provided on the west side of the development, abutting the Rowlett Take-line area adjoining Lake Ray Hubbard (in anticipation of future development of the Lakeside Park North), to enhance the entire community’s access to and enjoyment of the lake frontage

**Streets:** The street system in Active Living is intended to create a pedestrian and bike-friendly community with easy and convenient access to parks, open space, trails and lake frontage. Because Chiesa and Miller Roads provide the primary access to this area, none of the streets to be constructed in this development will be thoroughfares, but will be ‘Local’ streets connected to those existing thoroughfares. Alleys will be provided for all homes as they will all be rear-entry designs.

**District.** This portion of the E-5 Active Living area is comprised of one Form Based (“FB”) District – New Neighborhood – as set out in the attached Framework Plan.

**New Neighborhood General Boundaries:** This development lies entirely within the New Neighborhood District, and is bounded on the west by Lake Ray Hubbard, on the north by an existing single-family development, on the east by Chiesa Road and on the south by undeveloped land projected to be developed in a similar manner as a New Neighborhood residential District. (See Framework Plan.)

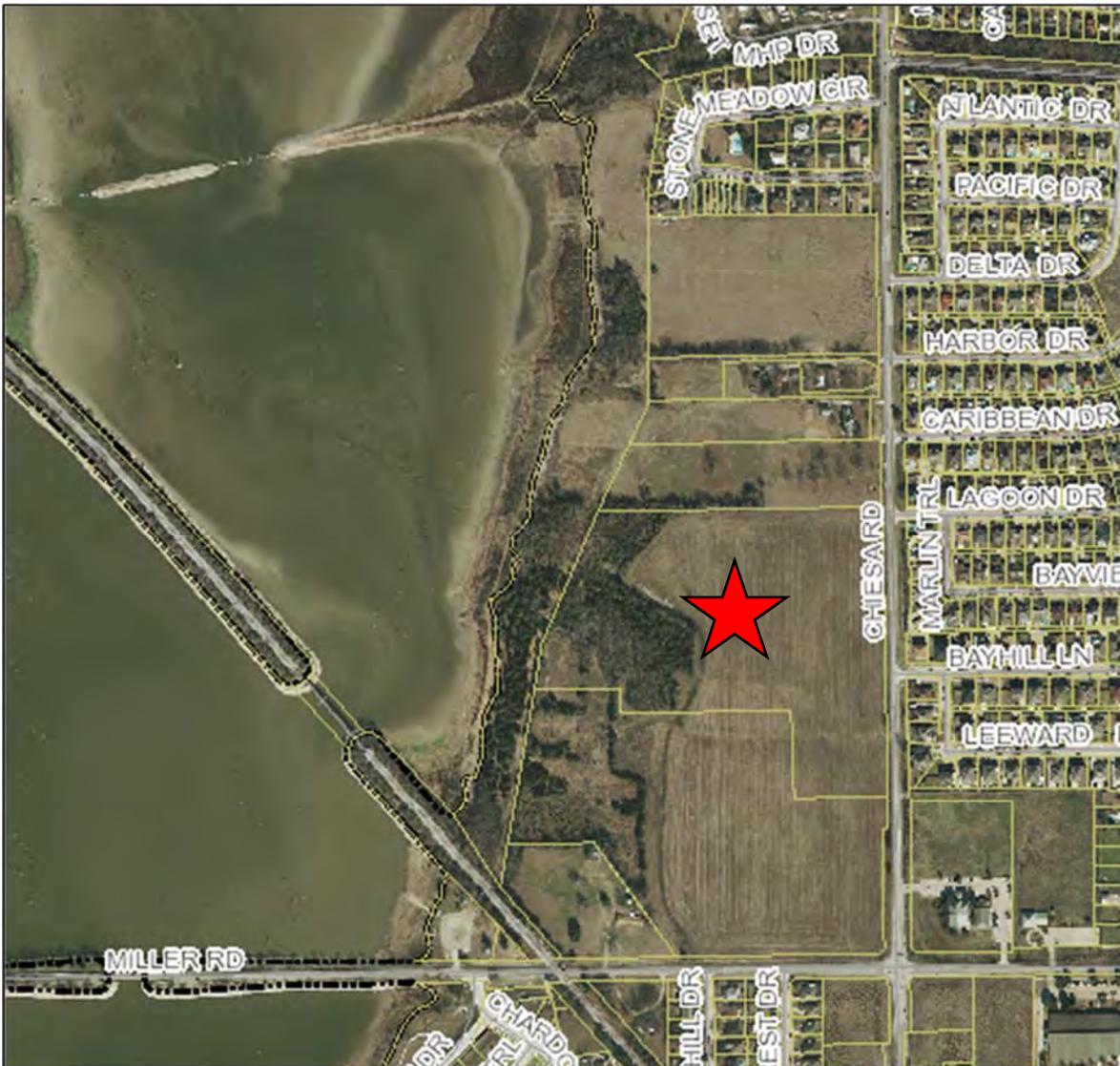
**Building Types:** All New Neighborhood Building Types in the Form Based Code are allowed in this District.

**Building Height:** The maximum building height will be 3 stories. There is no minimum building height.

**Attachments:**

1. Framework Plan
2. Street Cross-sections

Location Map



## ACTIVE LIVING | AREA E-5



### VISION

This area will be the neighborhood of choice for active young people and families that love the outdoors and that are avid water sports participants. Like Woodside Living, this unique enclave within the City will offer yet one more choice for residents of the community seeking access to area recreational resources – natural and man-made with supportive commercial spaces. Young professionals and families will be drawn here because of the range of housing choices at accessible rates and the strong emphasis on access to water sports. Given its proximity to established single-family neighborhoods, residential product types within Active Living will transition in density with the lowest on its edge at a scale compatible with surrounding uses and product types. Like Lakeside Center, waterfront space will be set aside for limited commercial / entertainment venues accessible via multiple forms of transportation including boats. Despite the variety of product types likely to develop, all will appear unified in character and quality.

**DEVELOPABLE ACRES: \* 69**

### PRODUCT TYPES:

- Waterfront Commercial
- Limited Entertainment Uses
- Mixed-Use
- Low to Moderate Density Residential
- Passive Public Spaces

### SUPPORTABLE PSYCHOGRAPHICS

- Pools & Patios
- Beltway Boomers

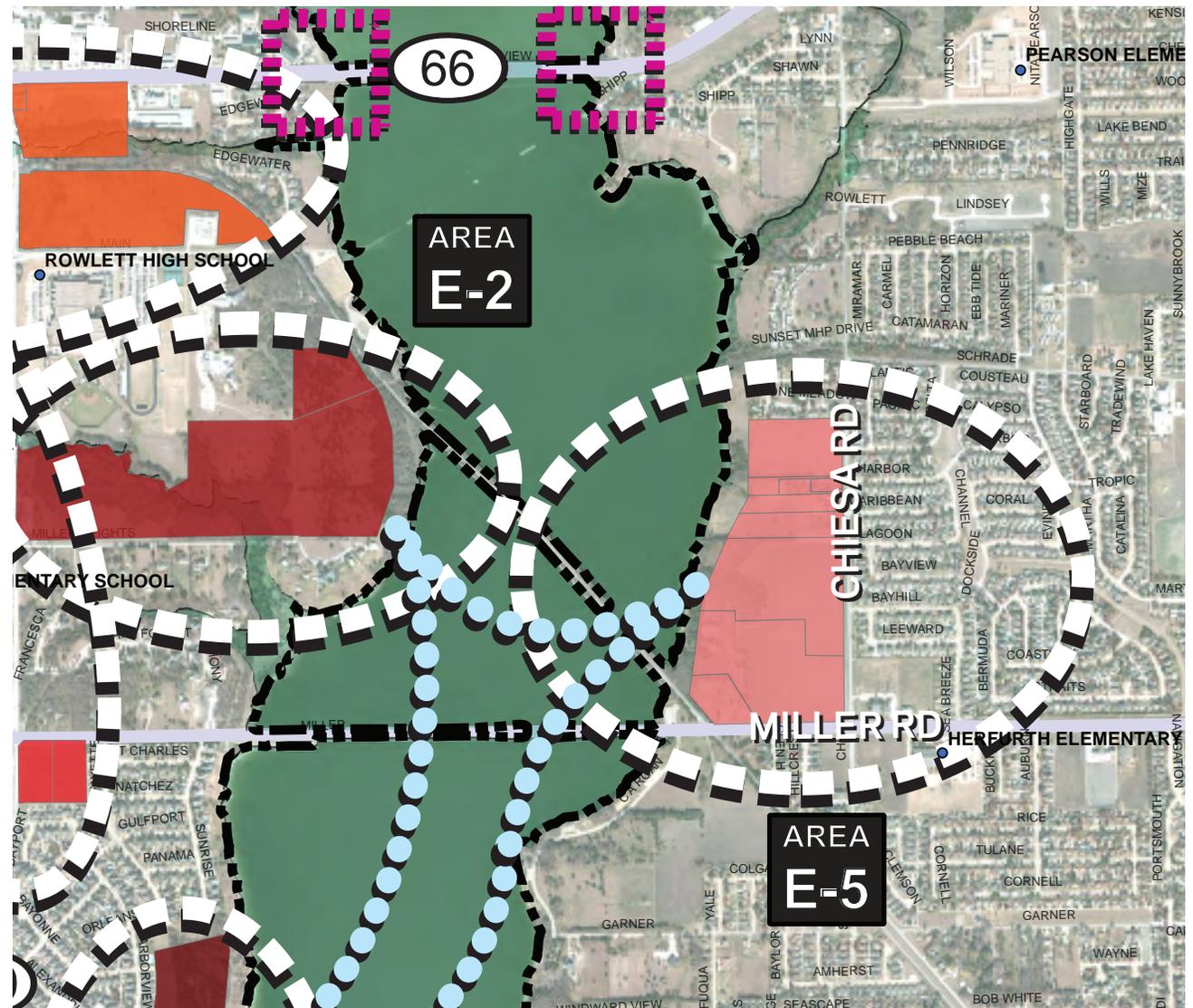
*\* Net floodplain and parcels less likely to redevelop in the near-term (five to 10 years).*

Essential elements that will have to be in place in order for this investment scenario to be realized include: appropriate signage and greater visibility for commercial uses; and roadway improvements.



## MARKET

- Individuals choosing home ownership in this location will desire single-family attached ownership products with access to commercial offerings in a natural setting. The presence of regional infrastructure (DART and PGBT) will serve as an attractor for executives employed in other locations within the Metroplex.
- A growing number of Rowlett and Trade Area residents are aging in place (10.8% 55+ in 2000, 16.4% in 2010, 20.3% in 2015.) Lifestyle choices and needs will dictate alternative living options with lower maintenance housing products accessible to existing and planned public and natural recreational offerings. Whereas many will desire product offerings in Lakeside Living because of the access to wooded and water amenities and proximity to the hospital and other services, others will desire Active Living because of its proximity to transportation and enhanced access.

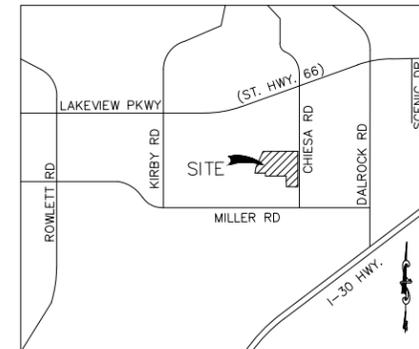


## ACTIVE LIVING | AREA E-5

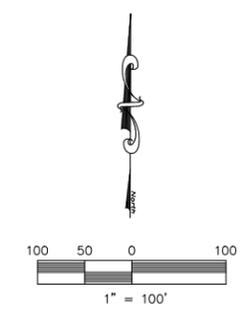
### GUIDING PRINCIPLES



|    | GUIDING PRINCIPLE   | E-5<br>ACTIVE<br>LIVING |
|----|---|-------------------------|
| 1  | Value existing neighborhoods  | **                      |
| 2  | Grow the City's economy through diversification of job and business opportunities                         |                         |
| 3  | Make Rowlett a community that is attractive to people at all stages of their lives                        | ****                    |
| 4  | Invest in places of lasting value and distinctive character   | ****                    |
| 5  | Maximize the benefits of major public infrastructure investments (existing, planned)                      | ***                     |
| 6  | Use Lake Ray Hubbard and Rowlett's natural assets to create a distinctive identity...                     | ****                    |
| 7  | Diversify mobility options within the City and connect activity areas                                     | *                       |
| 8  | Create centers with a mix of activities at key locations in Rowlett                                       |                         |
| 9  | Balance growth through efficient development patterns   | ***                     |
| 10 | Support quality educational resources to meet the needs of Rowlett residents...                           |                         |
| 11 | Position Rowlett for an appropriate scale of investment and reinvestment...                               | ***                     |
| 12 | <b>Fund public investment that leverages desired private investment</b>                                   |                         |
| 13 | <b>Ensure that <i>Realize Rowlett 2020</i> is a statement of the City's policy for future...</b>          |                         |
|    | <i>Bold principles relate to citywide concerns and are not specific to any individual geographic area</i> |                         |
|    | <i>Key:</i>   |                         |
|    | <i>Strongest Support of Principle</i>   | ****                    |
|    | <i>Moderate Support of Principle</i>  | ***                     |
|    | <i>Some Support of Principle</i>  | **                      |
|    | <i>Incidental Support of Principle</i>  | *                       |



VICINITY MAP  
NOT TO SCALE



- LEGEND**
- = PROPERTY LINE
  - = EX. GRADE
  - = OPEN SPACE
  - = DIRECTION OF SUNLIGHT (SUMMER)
  - = DIRECTION OF SUNLIGHT (WINTER)
  - = DIRECTION OF WIND (SUMMER)
  - = DIRECTION OF WIND (WINTER)

EXHIBIT D – SITE ANALYSIS

FRAMEWORK PLAN

CANTERBURY COVE

21.8 Acres situated in the James Homes Survey, Abstract No. 571, Page 721  
Zoning: New Neighborhood District  
City of Rowlett, Dallas County, Texas

prepared by  
MONK CONSULTING ENGINEERS  
1200 W. State Street, Garland Texas 75040  
972 272-1763 Fax 972 272-8761

PROJECT NO.: 2015-15

date: 8/24/15 scale: 1" = 100'

surveyor  
CBG SURVEYING, INC.  
12025 Shiloh Road, Suite 230  
Dallas, Texas 75228  
Main Office: (214) 349-9485

owner  
DAVENPORT MEADOWS, LP  
6310 Windmill Circle,  
Dallas, Texas 75252  
Bart Reeder: 214 938-1823

10-28-15P01:46 RCVD



Development Services  
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

**TO:** Property Owner

**RE:** Application for a Zoning Change

**LOCATION:** The subject property is located at 3399 Chiesa Road, further described as being 21.79 acres in the James Hobbs Survey, Abstract 571, page 721 City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

**EXPLANATION OF REQUEST:** The subject property is located within the Active Living District, identified in the Realize Rowlett 2020 Comprehensive Plan. The applicant requests a rezoning from the existing Single Family-40 Zoning District to the New Neighborhood Form Based Zoning District for the purposes of building a pedestrian-oriented, single family neighborhood to further the vision set forth for that District.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

*I hope there are more than one left for them,*

**COMMENTS:** more pedestrian walking area nearby

**SIGNATURE:** Beverly A Livingston

**ADDRESS:** 7414 Lagoon Dr

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 27<sup>th</sup> day of October 2015, and the City Council will hold a public hearing at 7:30 p.m. on the 17<sup>th</sup> day of November 2015. The Planning and Zoning Commission and City Council hearings will be held at the Municipal Center located at 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, October 21<sup>st</sup> to be included in the Planning and Zoning Commission packet and Wednesday, November 4<sup>th</sup> to be included in the City Council packet. The protest shall object to the Major Warrant, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property.

If you have any questions concerning this request, please contact the Planning Division  
 Phone 972-463-3904  
 FAX 972-412-6228  
 dacevedo@rowlett.com

RETURN by Mail  
 City of Rowlett Planning Division  
 3901 Main Street  
 Rowlett, TX 75088



Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I love to have an open field for wild life, to see the horizon to feel less confined by houses buildings... Please
SIGNATURE: [Handwritten Signature]
ADDRESS: 7506 Jeward Ln Rowlett 75088

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 27th day of October 2015, and the City Council will hold a public hearing at 7:30 p.m. on the 17th day of November 2015.

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Table with 2 columns: Contact information for Planning Division (phone, fax, email) and Return by Mail address (City of Rowlett Planning Division, 3901 Main Street, Rowlett, TX 75088).



**Development Services  
Department/Planning Division**

**COURTESY NOTICE OF PUBLIC HEARING**

10-20-15P04:59 RCVD

**TO:** Property Owner

**RE:** Application for a Zoning Change

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:**

**SIGNATURE:**

**ADDRESS:**

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 27<sup>th</sup> day of October 2015, and the City Council will hold a public hearing at 7:30 p.m. on the 17<sup>th</sup> day of November 2015. The Planning and Zoning Commission and City Council hearings will be held at the Municipal Center located at 4000 Main Street, Rowlett, Texas.

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 Phone 972-463-3904  
 FAX 972-412-6228  
 dacevedo@rowlett.com

RETURN by Mail  
 City of Rowlett Planning Division  
 3901 Main Street  
 Rowlett, TX 75088

Received only Cautious notice  
Did not receive 2nd notice of hearing.

ATTACHMENT 4



Development Services  
Department/Planning Division

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Philip Chatelain  
ADDRESS: \_\_\_\_\_

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 27<sup>th</sup> day of October 2015, and the City Council will hold a public hearing at 7:30 p.m. on the 17<sup>th</sup> day of November 2015. The Planning and Zoning Commission and City Council hearings will be held at the Municipal Center located at 4000 Main Street, Rowlett, Texas.

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|   |  |
|---|--|
| If you have any questions concerning this request, please contact the Planning Division<br>Phone 972-463-3904<br>FAX 972-412-6228<br>dacevedo@rowlett.com | RETURN by Mail<br>City of Rowlett Planning Division<br>3901 Main Street<br>Rowlett, TX 75088 |
|---|--|



Development Services  
Department/Planning Division

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:**

*Written concerns are attached*

**SIGNATURE:**

*Sheraldine Hughes*

**ADDRESS:**

*3601 Leeward Lane*

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 27<sup>th</sup> day of October 2015, and the City Council will hold a public hearing at 7:30 p.m. on the 17<sup>th</sup> day of November 2015. The Planning and Zoning Commission and City Council hearings will be held at the Municipal Center located at 4000 Main Street, Rowlett, Texas.

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RETURN by Mail  
City of Rowlett Planning Division  
3901 Main Street  
Rowlett, TX 75088

3601 Leeward Lane  
Rowlett TX 75088

City of Rowlett  
Development Services  
3901 Main Street  
Rowlett TX 75088

Dear Sir; To Whom This May Concern;  
Even though, our meeting together  
to explain the New Neighborhood Form  
Based-Zoning District for the purposes  
of building a "Pedestrian-Oriented  
Family Neighborhood on Christ  
Miller Avenue is still an imperative  
issue to the residents involved  
in this area;

Building a New Residential area  
of houses, townhouses and walking  
passways to lake sounds great, But,  
there are other concerns also:

Concerns:

- ① Highly Concern about more heavy  
traffic of Cars, trucks etc: Roads  
are inadequate
- ② Roads are narrow, not leveled,

uneven, need repairs also widening.

③ Water level is very low on new property as well existing properties across from areas in question: (More drainage systems)

④ The bridge on "Miller Road" is insufficient, weak, unlevelled, uneven and narrow - (More traffic has been added to accommodate new housing complex "The Vineyards")

Due to emergency traffic on Highway 66 and Interstate 30 - Traffic is re-routed on Cheisa to Miller (large trucks plus more cars, trucks across bridge).

⑤ Commercial Businesses, Low Income houses, or Apartments/Townhouses coming into area are a major negative concern!

⑥ Will property value of existing homes decrease in value. (Imperative)

⑦ 60% of Housing and 20% of Townhouses will stand "True" to this Agreement

or changed, if the buyer or purchaser wants other changes-

All neighborhoods want to see progress made to add value to their homes and surroundings- this is a major factor of residents in James Hobbs Survey, Existing Area are very concern:

Thank you,  
Mrs. Geraldine Hughes  
3601 Leeward Lane  
Rowlett TX 75088