



City of Rowlett

Meeting Agenda

City Council

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

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

Tuesday, February 18, 2014

5:30 P.M.

Municipal Building – 4000 Main Street

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

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

1. **CALL TO ORDER**
2. **EXECUTIVE SESSION**
 - 2A. The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate a potential economic development project and incentives for property located at 4510 and 4514 Lakeview Parkway. (30 minutes) **TO BE DISCUSSED AFTER THE REGULAR SESSION**
 - 2B. The City Council shall convene into Executive Session pursuant to the Texas Local Government Code, §551.074, Personnel, to deliberate the evaluation and duties of the City Manager. (30 minutes) **TO BE DISCUSSED AFTER THE REGULAR SESSION**
3. **WORK SESSION (5:30 P.M.)* Times listed are approximate**
 - 3A. Discuss Replacement of the Telephone System. (30 minutes)
 - 3B. Discuss amending the Fiscal Year 2013-14 Adopted Operating and Capital Improvements Program Budget. (30 minutes)
 - 3C. Hear a presentation outlining the selection of Evergreen Solutions, LLC (Tallahassee, FL) to conduct the City's 2014 Salary and Compensation Study. (15 minutes)
 - 3D. Hear a presentation outlining the City Aggregate, Departmental, and Tenure-based results of the 2013 City of Rowlett Employee Climate Assessment Survey. (10 minutes)
 - 3E. Discuss the awarding of a contract and potential change order for the Main Street 1.25 Million Gallon Elevated Storage Tank. (30 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

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

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Presenting a Certificate of Recognition to Sammy Walker for his induction in the Texas Track and Field Coaches Association Hall of Fame. This presentation is made at the request of Councilmember Pankratz.
- 5B.** Hear Fourth Quarter Investment Report for September 30, 2013.
- 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 February 4, 2014, City Council Meeting.
- 7B.** Consider action to approve a resolution awarding proposal #2013-21 and the contract for the purchase of an Enterprise Resource Planning System (ERP) from Tyler Technologies, Incorporated in the amount of \$833,245 and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said contract.
- 7C.** Consider action to approve a resolution for Task Authorization #141-FNI to the Agreement for Professional Services with Freese and Nichols, Incorporated in the amount of \$194,522.00 for the engineering design of the North Shore Sanitary Sewer Main Project and authorizing the Mayor to execute the necessary documents for said services.

- 7D. Consider action to approve a resolution accepting proposals for wrecker services to Martin Services and Cathey Towing and authorizing the City Manager to execute the agreements.
- 7E. Consider action to approve a resolution exercising the third of four one-year renewal options for Section I mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$65,000 for the Community Services Code Enforcement Division.
- 7F. Consider action to approve a resolution exercising the second of four one-year renewal options for Section II mowing services to Carruthers Landscape Management in the unit amounts bid with an estimated annual amount of \$104,945 for the Parks and Recreation Department.
- 7G. Consider action to approve a resolution exercising the fourth and final one-year renewal option for Section III mowing services to Carruthers Landscape Management, Incorporated, in the unit amounts bid with an estimated annual amount of \$131,000.10 for the Parks and Recreation Department.
- 7H. Consider action to approve a resolution exercising the third of four one-year renewal options for Section IV mowing services to The Teter Group, Incorporated, in the unit amounts bid with an estimated annual amount of \$120,831.80 and Change Order #1 for Katy Park in the amount of \$5,204.40 for an annual estimate of \$126,036.20 for the Parks and Recreation Department.
- 7I. Consider action to approve a resolution exercising the third of four one-year renewal options for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 for the Water and Wastewater Departments.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

- 8A. Conduct a public hearing and consider an ordinance for a Special Use Permit for a retail vehicle filling station in the General Commercial/Retail (C-2) zoning district, for property located at 8800 Lakeview Parkway, further described as Super 1 Food Addition to the City of Rowlett, Rockwall County, Texas. (SUP13-693)

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

9. ADJOURNMENT

Laura Hallmark

Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website (www.rowlett.com) on the 14th day of February 2014, by 5:00 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 2A

TITLE

The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate a potential economic development project and incentives for property located at 4510 and 4514 Lakeview Parkway. (30 minutes)



City of Rowlett
Staff Report

4000 Main Street
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AGENDA DATE: 02/18/14

AGENDA ITEM: 2B

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Local Government Code, §551.074, Personnel, to deliberate the evaluation and duties of the City Manager. (30 minutes)



City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 02/18/14

AGENDA ITEM: 3A

TITLE

Discuss Replacement of the Telephone System. (30 minutes)

STAFF REPRESENTATIVE

Alan Guard, Director of Financial and Information Services
Joe Beauchamp, IT Manager

SUMMARY

In FY2010, the City began having conversations about our sustainability issues. While significant progress has been made toward a number of these issues, two sustainability items – public amenities and antiquated technology, must now be addressed. Staff has been engaging the City Council in discussion addressing public amenities since this past summer. The City Council was briefed on the sustainability issue specific to the state of our technology at the Council work session on April 2, 2013. At that time, Council reached consensus regarding the City's technology and made a significant commitment to invest in upgrading mission critical systems.

A critical piece of technology that needs replacing is the telephony system. Since October 2012, there have been several failures of the system that have made it impossible for citizens to call in and for City staff to conduct normal daily business. Communication via a reliable telephony system is mission critical and it is necessary to change out that system to achieve that level of dependability and reliability.

BACKGROUND INFORMATION

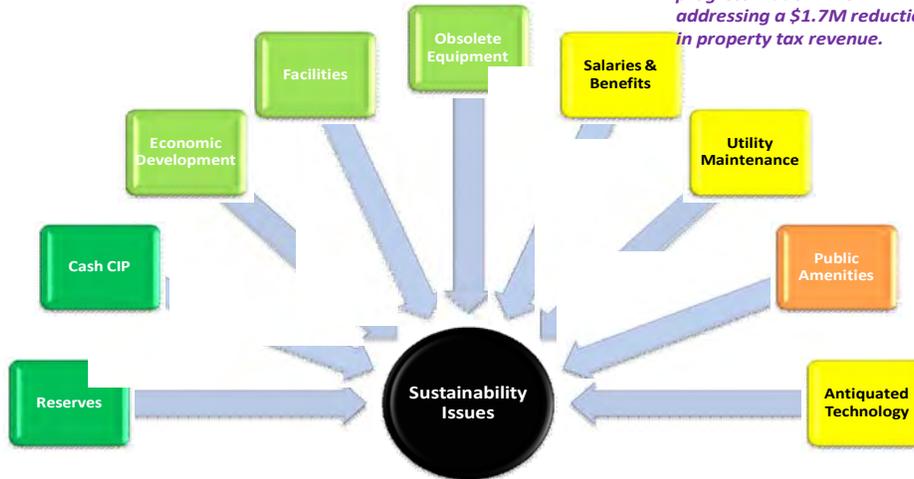
The City Council was briefed on the status of the City's technology at the work session on April 2, 2013, by Information Technology Consultant Chip Collins. The presentation included information from the sustainability presentation made to Council in FY2010 and provided a context for the need to make significant investments in both hardware and software. Because of funding limitations over the past 4-5 years, the City has been forced to be very strategic about where it allocates its investment and has further challenged the City in being fiscally sustainable.

Chart One below graphically illustrates the relative position of our sustainability challenges as of today, with green meaning strong progress has been made, yellow meaning some progress has been made, and orange/red meaning these issues still need to be addressed.

CHART ONE

Sustainability Issues

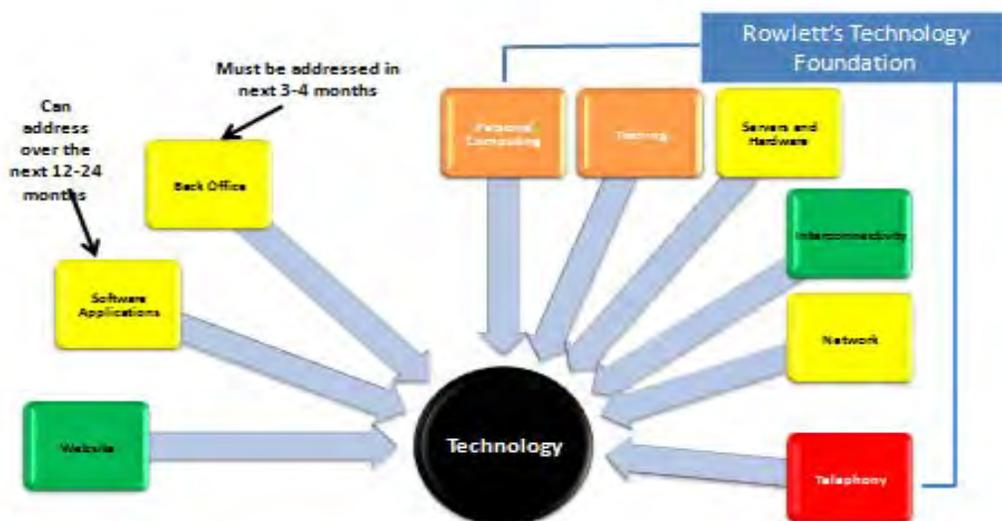
Over the past four years, the City has begun building funding strategies for our most significant sustainability challenges. This chart represents the relative progress made while addressing a \$1.7M reduction in property tax revenue.



5

You can see from the above chart that Antiquated Technology is highlighted in yellow meaning it needs to be addressed but we want to acknowledge that we have made significant progress with hardware. The slide below is from the April presentation and describes the state of the technology components as evaluated by Mr. Collins. This also has been updated to reflect our progress.

CHART TWO



6

DISCUSSION

Following the presentation at the April 2, 2013, City Council meeting, the Council reached consensus and agreed conceptually to fund improvements to the technology infrastructure. The FY2103 budget was amended and a number of projects related to the technology foundation were funded and implementation started. The chart below was originally presented as part of Chip Collins' presentation. It has been updated to include funds that have been budgeted for projects in FY2014. Funds budgeted for Projects #1 and #2 are for the actual lease payments. The funds for #8 are for the additional costs of providing 24/7 support for the Police CAD system.

CHART THREE

Item	Project	Description	Original Estimated Total Cost FY2013-FY2017	Estimated FY2013 Cost	Budget FY2014
1	Network infrastructure rebuild	Project includes redesigning and realigning the existing network (to be financed with a 5-yr lease, \$100k contingency, managed solution & maintenance agreement)	\$757,000	\$309,000	\$125,641
2	New servers	Project includes replacement of 12-16 servers (to be financed with a 5-yr lease & 3 yr maintenance agreement)	400,000	81,800	102,124
3	Evaluate & correct <i>Active Directory</i>	Includes evaluating the City's existing <i>Active Directory</i> and making necessary corrections, if necessary, to improve reliability.	30,000	30,000	Project completed in FY2013
4	Upgrade City to 64 bit environment	Upgrades all personal computing devices (i.e. personal computers, laptops, and servers from 32 bit) to 64 bit technology	40,000	40,000	-
5	Telephony	Project includes replacing the existing telephone hardware/software system and digital headsets with Voice over IP (to be financed with a 3-yr lease & maintenance agreement beginning FY2014)	180,000	-	180,000
6	Improve & simplify internet	Still under review. Includes evaluation of	540,000	60,000	60,000

Item	Project	Description	Original Estimated Total Cost FY2013-FY2017	Estimated FY2013 Cost	Budget FY2014
	connectivity	existing external broadband capabilities			
7	Back office	*Includes moving email, exchange, & personal computing to Office 365 *To be evaluated for FY2014 and could include a subscription based system with external hosting	197,000	-	95,000
8	Upgrade maintenance support on the Police CAD system to 24/7	Upgrades existing maintenance support to 24/7 after the first year (i.e. FY2014) – PD Budget	306,800	-	61,360
	Total		\$2,450,800	\$520,800	\$624,125

Green indicates complete and/or ongoing.

Yellow indicates in-progress.

Regarding the City's telephony systems, Mr. Collins determined that it was significantly past its useful life and needed immediate replacement. He also identified that transition to Voice over IP, or VoIP, was only partially completed and that approximately 80 telephone units still needed to be switched over. At that time, Barnes Consulting was hired to assist staff with the development of a plan for the replacement system and to arrange demonstrations with prospective vendors. Through that process, staff has had several meetings with prospective vendors and based on those meetings, a needs assessment was prepared. Vendors were asked to respond to the needs assessment and provide a recommended solution along with the associated DIR pricing or equivalent cooperative purchasing arrangement. Three technology manufacturer options were evaluated: Cisco, Avaya and Mitel. To address the survivability challenges, staff asked the vendors to propose three deployment options: premise-based hardware, hosted PBX ("in the cloud") and a hybrid model, wherein the primary system would be hosted offsite and the backup system would be onsite.

Following an evaluation of the proposals submitted, staff along with the consultant narrowed the list of vendors down to two, along with their partners. The two finalists were Mitel/Co-Nexus, our current vendor, and Cisco/Hosted Café.

The Cisco Hosted Café solution involves having critical hardware/software components residing in a shared data center, and necessitates the provisioning of added circuits to connect to that center. The Mitel/Co-Nexus solution would utilize virtualization technology already in place to create a resilient environment that would be located at the current premises.

The two proposals received are summarized as follows:

Mitel/Co-Nexus

- Initial cost including hardware and installation \$ 56,000
- City Cost (30% share of network/servers, IT Staff time) \$146,265
- First year maintenance, upgrades as needed, etc . \$ 46,000
- **Five year Total Cost of Ownership** **\$248,765**

Cisco Hosted Café

- Hardware purchase including all new phones \$203,000
- First year hosting fee, maintenance, circuits \$124,000
- **Five year Total Cost of Ownership** **\$823,000**

Following a second “interview” and in-depth discussions with both vendors, staff is recommending that we move forward with the solution provided by the partnership of Mitel/Co-Nexus.

The Mitel/Co-Nexus solution will provide the 80 additional VoIP phones required, new telephony equipment, new software that will greatly increase the redundancy in the system and greatly reduce the opportunity for failure. Further, through this process we have had extensive discussions with Co-Nexus and there is complete agreement regarding the City of Rowlett’s expectations in regards to service.

FINANCIAL/BUDGET IMPLICATIONS

This project is included in the technology rebuild infrastructure budget for fiscal year 2014.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
101-2030-430-74-05	Purchase Service-Contractual	\$180,000	\$65,700
Total		\$180,000	\$65,700

RECOMMENDED ACTION

Staff recommends that the City Council provide direction to staff to bring forward an agenda item to the March 4, 2014 Regular City Council Meeting to approve the award of a contract to Mitel/Co-Nexus for the acquisition of a new telephony system as described above.



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 3B

TITLE

Discuss amending the Fiscal Year 2013-14 Adopted Operating and Capital Improvements Program Budget. (30 minutes)

STAFF REPRESENTATIVE

Alan Guard, Director of Financial and Information Services
Tim Rodgers, Director of Infrastructure

SUMMARY

Regular budget amendments are an accepted practice in the industry and represent a visible demonstration that the government manages its fiscal affairs appropriately and openly. City staff has completed a detailed analysis and recommends adjustments to revenues and expenditures consistent with that analysis. City staff continues to monitor the budget and the cost controls established to mitigate the impact of any changes in circumstances.

BACKGROUND INFORMATION

On September 17, 2013, the City adopted the operating and capital improvements program budget for Fiscal Year 2013-14. One quarter of the fiscal year was completed as of December 31, 2013. These amendments reflect changes to the budget needed as the result of an analysis of the first quarter of FY2014.

DISCUSSION

Amendments can be fairly routine and include new and additional revenue sources, or they can be more comprehensive. City staff has completed a detailed analysis of revenues and expenditures through December 31st and recommends adjustments to revenues and expenditures consistent with that analysis. There are three specific areas that the proposed budget amendment will address as follows:

FY2014 CIP:

The FY2014 CIP totals \$22.7 million from utility revenue bonds and cash funded projects and, with the exception of utility revenue bonds, does not include any future funding from new bonds. As projects funded with past bond issues or cash CIP funds are completed and final expenditures recorded, new development or other circumstances change, which cause new projects to be initiated or existing projects to change in scope. The re-allocation amendments to the capital improvements program budget being requested by City staff do not require an increase in spending in the FY2014 CIP, but to move funds to other projects in need of additional resources or for new projects requested.

Rowlett Road Reconstruction Phase II: Contractor bids came in under budget, the project is complete, and final acceptance was on June 6, 2012. Our portion of the funding mechanism was that the City paid for the project from the general obligation bonds up front and was reimbursed by stimulus funds managed by TxDOT. The remaining general obligation bond funds (\$825,000) is reallocated to **Dalrock & Lakeview Pkwy (SH-66)** within this budget amendment to help fund the design and construction of the intersection improvements.

Dalrock & Lakeview Pkwy (SH-66): The intersection improvements are necessary to enhance the flow of traffic through the intersection, especially during peak times. Based on the 2012 traffic counts, about 45,000 Average Daily Traffic vehicles pass through the intersection in a 24 hour period. The project includes additional left and right turn lanes. The existing traffic signal piers, drainage structures, and some utilities will have to be relocated. This will require temporary signals to be installed during construction. A project of this magnitude could potentially qualify for multi-jurisdictional funding to include participation from TxDOT, Dallas County, Rockwall County, and the City of Rowlett. Rockwall County has added this project to their CIP Plan and we have submitted this project to Dallas County for their consideration. Staff met with TxDOT to address their design concerns. These design funds can serve as a match to leverage the funds from Dallas and Rockwall Counties.

Pennridge & Chiesa Erosion Control Drainage Project: Final completion costs were under the budgeted amount due to proposed design changes approved by staff. The reduction in costs for this project is associated with a reduction in the need for handrails (ADA requirements) and a shortening of the box culvert due to its conflict with underground fiber. The remaining funds (\$108,491) are reallocated to the Alley Improvements within this budget amendment to cover the cost of the drainage improvements. There are a total of seven alleys which have been designed to enhance the existing drainage. These will be utilized for the proposed drainage enhancements. The following is a list of proposed alleys to be reconstructed.

Base Bid

Baylor / College Park
Thornhill Way
Kingston / Colfax
Westfield / Linda Vista

Alternate Bid

Garner / Navigation
Lake Bend East / Trail Lake
Lake Bend West / Trail Lake

Kyle Road Drainage

The original design called for replacing two older culverts. Instead of replacing them, staff extended the two older culverts and added only one new box culvert; therefore decreasing the initial cost of the project. This allows funds in the amount of \$167,110 to be redistributed to other drainage projects.

Westwood Circle Drainage Improvements: This project was identified in the Stormwater Master Plan. The drainage system has deteriorated to the point that it has compromised the roadway. The project consists of installing underground drainage pipe and concrete flumes. The roadway will be rehabilitated after the drainage improvements have been completed. The Engineer's estimated cost is \$150,000 and the funds are proposed to be transferred from the Kyle Road Drainage project within this budget amendment. Design is complete and the transferred funds are being utilized for the drainage improvements.

Main Street Lift Station Improvements: Final completion costs were under the budgeted amount. The remaining funds (\$22,933) are being reallocated to cover the cost of site improvements, such as the installation of a concrete driveway and new gates required for the **Westside Lift Station.**

North Shore Sanitary Sewer Improvements: Transfer funds (\$947,967) from Project Number SS2101, SSES Implementation to fund the design and construction of Project Number SS2103, North Shore Sanitary Sewer. This project will consist of the installation of approximately 11,750 linear feet of 15 inch sanitary sewer main within the Muddy Creek take line north of Liberty Grove Road to the proposed Huffines Development east of President George Bush Turnpike (PGBT) near Merritt Road. The projected estimated construction cost is \$1.6 million. The transfer of funds to this project will not adversely affect the Sanitary Sewer Evaluation System (SSES) inspection program due to internal staff inspections and evaluations rather than expending the resources to outsource the inspections and evaluations. This action is being implemented at the direction of Council during an executive session held on August 20, 2013. The difference in cost between the total estimated cost of \$1.6 million and the \$947,967 set aside from City bond funds will be covered by the developer through direct contributions totaling \$500,000 and water/sewer impact fees from existing balances as well as from the Huffines Development totaling \$330,000.

Annual Alley Reconstruction Program: The remaining funds in the 2009 (\$375,447) & 2011 (\$835,411) will be rolled into this year's alley reconstruction program to consolidate the program into one project account.

Castle Road 12" Water Line: This project is in conjunction with the Upper Pressure Plane and Rowlett Road Pump Station Improvements. The transfer of remaining funds (\$25,449) will assist in balancing the shortfall to close out the project.

Big A Water Line Improvement Project – This project consists of the installation of a 20" diameter waterline along Big "A" Road. It is a primary step in the improvement process of the Upper Pressure Plane's system pressures and capacity. This budget amendment will transfer funds from the Miscellaneous Water Line Repair & Replacement Project (\$160,000) in this project to cover design costs.

1.25MG Elevated Storage Tank:

On October 14, 2013, Neel-Schaffer Inc. estimated total project cost of \$2,910,000. The low bidder came in at \$3,370,000. Staff has looked into the reasonableness of this bid price and has concluded this to be a responsible competitive bid.

Over the course of the last two months, City staff, Landmark Structures I, L.P. and Neel-Schaffer Inc. have worked together collectively to reduce the base bid cost and concluded a reduction of over \$90,000. This cost reduction includes multiple items which will not impede or compromise the effectiveness of the design or water pressure.

Adjustments to the scope, not by diminishing the quality of the initial project, have been made by staff in preparation for awarding the project in an attempt to come in closer to amended budget. Although staff has reduced the scope, it is still over the budgeted amount, therefore requiring additional funding. Funds will be transferred from the Kyle Road Drainage Project (\$17,110) and the Upper Pressure Plane Improvements (\$650,000) to cover the cost of the competitive bid.

Specifically, the proposed re-allocation of project funds for the FY2014 CIP is included in the table below:

From/ To	Project Number	Project Title	Adjustment
FROM	CO2046	Rowlett Road Reconstruction - Phase II	(\$825,000)
TO	ST2099	SH66 & Dalrock Intersection Improvements	\$825,000
FROM	DR2094	Pendridge & Chiesa Erosion Control Drainage Project	(\$108,491)
TO	ST2102	Alley Reconstruction Improvements Consolidated	\$108,491
FROM	CO2098	Kyle Road Drainage	(\$150,000)
TO	DR2104	Westwood Circle Drainage Improvements	\$150,000
FROM	SS1141	Main Street Lift Station	(\$22,933)
TO	SS1158	Westside Lift Station	\$22,933
FROM	SS2101	SSES Implementation	(\$947,967)
TO	SS2103	Northshore Sanitary Sewer	\$947,967
FROM	ST2011	2009 Alley Improvements	(\$375,447)
FROM	ST2104	Alley Improvements 2011	(\$835,411)

From/ To	Project Number	Project Title	Adjustment
TO	ST2102	Alley Reconstruction Improvements Consolidated	\$1,210,858
FROM	WA2095	Upper Pressure Plane and Rowlett Road Pump Station Improvements	(\$25,449)
TO	WA2091	Castle Road 12" Waterline	\$25,449
FROM	WA1108	Miscellaneous Water Line Repair & Replacement	(\$160,000)
TO	WA2110	Big A Water Line Improvement Project	\$160,000
FROM	WA2109	UPP 16" water line enhancements	(\$240,000)
TO	WA2107	1.25MG elevated tank for upper pressure plan	\$240,000
FROM	CO2098	Kyle Road Drainage	(\$17,110)
TO	WA2107	1.25MG elevated tank for upper pressure plan	\$17,110
FROM	WA2095	Upper Pressure Plane and Rowlett Road Pump Station Improvements	(\$650,000)
TO	WA2107	1.25MG elevated tank for upper pressure plan	\$650,000

Kids Kingdom:

During the prior fiscal year, the Kids Kingdom playground was disassembled due to safety concerns. As part of that discussion, the City Council reached consensus to dedicate \$100,000 toward the construction of a new Kids Kingdom playground. This amendment item formalizes that commitment by transferring \$100,000 from the General Fund to the Cash CIP account for this project.

Refuse Fund:

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste collection provider to pay for refuse collection, disposal and recycling. Residential and commercial accounts represent the largest revenue component and are collected relatively evenly throughout the year. The fund generally does not maintain a large reserve because of the pass-through nature of the transactions.

In FY2012, the City added an additional \$250,000 to the Cash CIP, increasing the annual allocation from \$750,000 to \$1,000,000 for street and alley improvements. Because of the change in vendors in FY2013, City staff believed that we would be able to reduce the permanent allocation to a new level of \$800,000; however, although the new contract performed as expected in FY2013 (i.e. a small surplus of \$22,000), the additional \$50,000 allocation caused a "cash" shortfall in the fund totaling \$47,707 as of September 30, 2013. Therefore, staff's recommendation for FY2014 is to recoup that difference by reducing the Cash CIP

transfer by \$50,000 and to reduce the project "Alley Panel Replacement" by the same amount. This amendment will reduce the transfer from the Refuse Fund to the Cash CIP and give the Refuse Fund a positive cash balance at the end of FY2014.

In addition, at the January 14, 2014, Council workshop, the City Council expressed a preference for adding a surcharge to the refuse portion of the customer's bill for storm cleanup. Staff is in the process of collecting all the costs associated with the cleanup. This amount will be used to calculate the amount of a surcharge needed for the final six months of the fiscal year. Staff will be bringing back an agenda item for Council consideration at one of the regular City Council meetings in March.

Utility Fund:

There are two items staff is proposing to address in the Utility Fund. The first item is necessary to fund annual water meter replacements. The City initiated a policy in FY2012 of having no meter more than 10 years old. Over FY2012 and FY2013, City crews replaced more than 4,500 meters to meet that goal. The responsibility for the replacement of meters moved from the Meter Services division in Finance to the Utility Maintenance division of Public Works beginning in FY2014. During the transition of the budget, the funds for the meter replacement were inadvertently omitted from the FY2014 Adopted budget. To address this, staff will be bringing forth an agenda item to acquire the meters. Given the magnitude of Stage 3 water restrictions on current revenues, we are also proposing that a lease payment be established with the first payment being made in arrears starting in FY2015.

The second and more significant item is a direct result of the implementation of Stage 3 water restrictions from the North Texas Municipal Water District (NTMWD) through March 31, 2014, and the "expectation" that those restrictions will remain in place beyond that. In a normal summer, the City sells additional water for irrigation that adds to total revenue of approximately \$15.0-15.5 million. Due to placement of Stage 3 restrictions during FY2013, water sale revenues fell short by \$1.2 million and billed consumption came in under projections by 230 million gallons. This brought down Utility Fund cash to just over \$100,000.

NTMWD has stated that the Stage 3 water restrictions are necessary due to below-average rainfall, declining water levels of NTMWD reservoirs and the ongoing prohibition of pumping water from Lake Texoma due to the zebra mussel infestation. An article published in the Lakeshore Times on January 9, 2014, indicates that NTMWD expects the new pipeline from Lake Texoma to be finished by June. At which time the district will once again operate at full capacity; therefore, it is expected that Stage 3 water restrictions will remain in effect until then if not beyond. Lake Lavon is currently 12 feet below capacity.

Based on the Stage 3 water restrictions, staff built the FY2014 budget with a projected decrease in water sales of 130 million gallons less than the original FY2013 budget. Now that we know the shortfall was 230 million gallons, and in anticipation of a full year of Stage 3 restrictions, staff is anticipating that revenue from water sales will fall short of the projected budget in FY2014 as well. By conservatively estimating water usage at 95 percent of FY2013 actual, staff is

recommending reducing projected water sale revenues by \$1.05 million and a similar reduction in sewer revenue of \$250,000. In addition, staff is recommending that additional action be included to increase Utility Fund cash by \$400,000 to \$500,000 by year end. To that end, it is being recommended that the Utility Fund Cash CIP be reduced by \$1.7 million.

There are three options to address the anticipated shortfall in revenue that Council may consider. The first option is to use Utility Fund Reserves. This option is not being recommended due to the fact that \$1.0 million of reserves were used in FY2013 to cover the shortfall of revenue brought on by Stage 3 restrictions that started in June 2013. To do so again would more than likely bring reserves below or very close to the stated fund reserve policy of 20 percent and is not feasible as it would negatively impact cash.

The second option is to reduce expenditures. In order to actively manage the expected revenue shortfall, staff is proposing to reduce the FY2014 Utility Fund Cash CIP by \$1.7 million for as long as the Stage 3 water restrictions remain in place. If it appears that the restrictions may be lifted in time for the summer usage increase, staff will return to Council to re-appropriate funding. This is staff's recommended option.

The third option Council may consider is the addition of a surcharge for the last six months of FY2014. In order to make up \$1.7 million over the last six months of the fiscal year, each customer would be charged \$15.31 per month. Staff does not recommend this option for Stage 3 restrictions. However, if the NTMWD were to initiate Stage 4 water restrictions, we would anticipate water usage to drop under 2 billion gallons and an additional revenue loss of \$700,000 or more. Staff would recommend that would be the time to consider a surcharge, not while in Stage 3. To make up that additional \$700,000, a surcharge of \$6.30 per customer per month would be required presuming we would have six months to make up that difference.

Specifically, these proposed funding reductions of Utility Fund Cash CIP project funds under staff's recommended option (Option 2) are included in the table below:

From/ To	Project Number	Project Title	Adjustment	Purpose
FROM	SS1102	Misc. Sewer Line Replacement	(\$465,000)	Manage expected revenue shortfall for FY2014
FROM	WA1108	Misc. Water Line Replacement	(\$465,000)	
FROM	SS2095	Lift & Pump Stations	(\$193,500)	
FROM	SS2088	Manhole Rehab	(\$200,000)	
FROM	WA2103	Preventative Maintenance	(\$259,500)	
FROM	WA2104	Tower/Tank Maintenance	(\$50,000)	
FROM	WA2106	Capital Equipment Leasing	(\$67,000)	
Total			(\$1,700,000)	

City staff will continue to monitor the budget and the cost controls established throughout FY2014 to mitigate the impact of any changes in circumstances.

FINANCIAL/BUDGET IMPLICATIONS

As indicated, the ordinance that will be brought forth at the next regular meeting will adjust revenues and expenditures identified above for FY2014. Exhibit A to the proposed ordinance details the type and purpose.

RECOMMENDED ACTION

City staff recommends an ordinance be brought forth to the next City Council meeting for the restructuring and amending of the FY2014 Adopted budget.

ATTACHMENT

Exhibit A – 1st Quarter Budget Amendment FY2014

CITY OF ROWLETT
BUDGET AMENDMENT - FY 2013-2014

BUDGET RE-ALLOCATIONS (CAPITAL PROJECTS)

	PROJECT NUMBER	PROJECT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET	PURPOSE
FROM	CO2046	Rowlett Road Reconstruction - Phase II	406-8201-521-8002	\$1,631,410		\$115,629	\$1,515,781	Project completed; close out and move remaining funds to other projects
	CO2046	Rowlett Road Reconstruction - Phase II	407-8201-521-8002	\$1,150,800		\$709,371	\$441,429	
TO	ST2099	SH66 & Dalrock Intersection Improvements	406-8201-521-8001	\$120,000	\$115,629		\$235,629	To fund design cost for Phase I City cost share for construction Phase I
	ST2099	SH66 & Dalrock Intersection Improvements	407-8201-521-8002	\$0	\$709,371		\$709,371	
FROM	DR2094	Pendridge & Chiesa Erosion Control	597-8201-532-8002	\$448,800		\$108,491	\$340,309	Project completed; close out and move remaining funds to other projects; will fund drainage improvements needed when alleys are reconstructed
TO	ST2102	Alley Reconstruction Improvements Consolidated	597-8201-532-8002	\$0	\$108,491		\$108,491	
FROM	CO2098	Kyle Road Drainage	597-8201-532-8002	\$878,360		\$150,000	\$728,360	Project completed; close out and move remaining funds to another project.
TO	DR2104	Westwood Circle Drainage Improvements	597-8201-532-8002	\$0	\$150,000		\$150,000	
FROM	SS1141	Main Street Lift Station	605-8201-531-8002	\$220,950		\$22,933	\$198,017	Project completed; close out and move remaining funds to other projects
TO	SS1158	Westside Lift Station	605-8201-531-8002	\$1,118,290	\$22,933		\$1,141,223	
FROM	SS2101	SSES Implementation	605-8201-531-8002	\$974,827		\$947,967	\$26,860	To move available budget to a new project.
TO	SS2103	Northshore Sanitary Sewer	605-8201-531-8002	\$0	\$947,967		\$947,967	
FROM	ST2011	2009 Alley Improvements	398-8201-521-8002	\$295,000		\$295,000	\$0	To consolidate all alley reconstruction improvements projects under one project code.
	ST2104	Alley Improvements 2011	398-8201-521-8002	\$295,000		\$295,000	\$0	
	ST2011	2009 Alley Improvements	407-8201-521-8002	\$1,050,858		\$80,447	\$970,411	
	ST2104	Alley Improvements 2011	407-8201-521-8002	\$551,862		\$540,411	\$11,451	
TO	ST2102	Alley Reconstruction Improvements Consolidated	398-8201-521-8002	\$0	\$590,000		\$590,000	
	ST2102	Alley Reconstruction Improvements Consolidated	407-8201-521-8002	\$0	\$620,858		\$620,858	
FROM	WA2109	Upper Pressure Plane Water Line Enhancements	605-8201-530-8002	\$750,000		\$25,449	\$724,551	To balance project deficit with the Upper Pressure Plane project
TO	WA2091	Castle Road 12" Waterline	605-8201-530-8002	\$532,665	\$25,449		\$558,114	
FROM	WA1108	Misc. Water Line Repair & Replacement	598-8201-530-8002	\$590,000		\$160,000	\$430,000	To move available budget to a new project.
TO	WA2110	Big A Water Line Improvement	598-8201-530-8002	\$0	\$160,000		\$160,000	
FROM	WA2109	UJPP 16" water line enhancements	607-8201-530-8002	\$724,551		\$240,000	\$484,551	To cover the cost for water main installation project
TO	WA2107	1.25MG elevated tank for upper pressure plan	607-8201-530-8002	\$2,700,000	\$240,000		\$2,940,000	
FROM	CO2098	Kyle Road Drainage	597-8201-532-8002	\$728,360		\$17,110	\$711,250	To cover the cost for storm sewer installation for the project.
TO	WA2107	1.25MG elevated tank for upper pressure plan	597-8201-532-8002	\$2,940,000	\$17,110		\$2,957,110	
FROM	WA2095	Upper Pressure Plane Improvements	607-8201-530-8002	\$5,919,236		\$650,000	\$5,269,236	To cover the cost of construction
TO	WA2107	1.25MG elevated tank for upper pressure plan	607-8201-530-8002	\$2,957,110	\$650,000		\$3,607,110	

BUDGET CHANGES

	PROJECT NUMBER	PROJECT NAME OR ACCOUNT DESCRIPTION	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET	PURPOSE
FROM	Refuse Fund	Misc./Transfer to CIP	170-4570-500-79-16	\$800,000		\$50,000	\$750,000	To restore cash shortfall in the Refuse Fund at end of FY2013
TO	Cash CIP	Misc. Revenue	398-0000-371-01-09	\$3,000,000		\$50,000	\$2,950,000	
	Cash CIP	Alley Panel Replacement	398-8201-521-80-02	\$335,000		\$50,000	\$285,000	
FROM	Utility Fund	Miscellaneous / Transfer to Utility CIP	160-6069-500-79-16	\$2,800,000		\$1,700,000	\$1,100,000	Reduce transfer from Utility Fund due to shortfall in revenues
TO	Utility Cash CIP	Transfer from Utility Fund	598-0000-391-01-60	\$2,800,000		\$1,700,000	\$1,100,000	
	Utility Cash CIP	Misc. Sewer Line Replacement	598-8201-531-8002	\$590,000		\$465,000	\$125,000	
	Utility Cash CIP	Manhole Rehab	598-8201-531-8002	\$400,000		\$200,000	\$200,000	
	Utility Cash CIP	Lift & Pump Stations	598-8201-531-8002	\$465,000		\$193,500	\$271,500	
	Utility Cash CIP	Misc. Water Line Replacement	598-8201-531-8002	\$590,000		\$465,000	\$125,000	
	Utility Cash CIP	Preventative Maintenance	598-8201-531-8002	\$292,500		\$259,500	\$33,000	
	Utility Cash CIP	Tower/Tank Maintenance	598-8201-531-8003	\$50,000		\$50,000	\$0	
	Utility Cash CIP	Capital Equipment Leasing	598-8201-531-xxxx	\$120,000		\$67,000	\$53,000	
FROM	General Fund	Miscellaneous / Transfer to CIP	101-6059-480-79-16	\$1,000,000	\$100,000		\$1,100,000	
	Cash CIP	Misc. Revenue	398-0000-371-01-09	\$2,950,000	\$100,000		\$3,050,000	
TO	PK2101	Kids Kingdom	398-8201-522-80-02	\$0	\$100,000		\$100,000	

AGENDA DATE: 02/18/14

AGENDA ITEM: 3C

TITLE

Hear a presentation outlining the selection of Evergreen Solutions, LLC (Tallahassee, FL) to conduct the City’s 2014 Salary and Compensation Study. (15 minutes).

STAFF REPRESENTATIVE

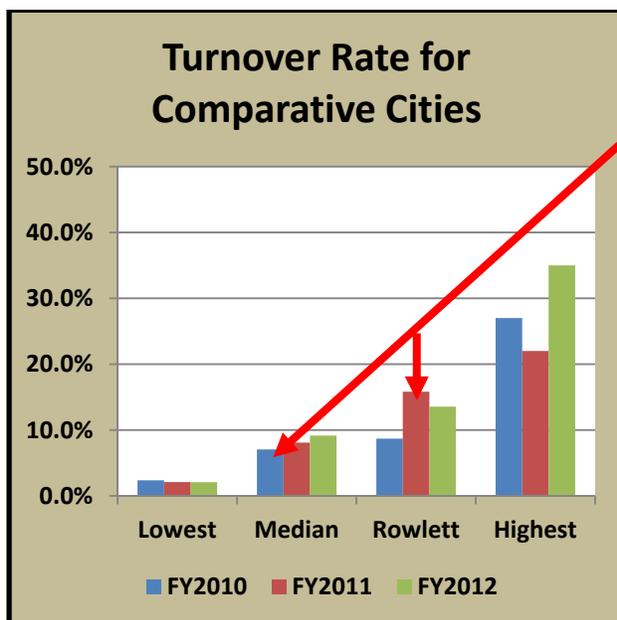
John Murray, Director of Human Resources & Risk Management

SUMMARY

The City has selected Evergreen Solutions, LLC, to conduct the 2014 City of Rowlett Salary and Compensation Study. The study is due to commence on Monday, February 24, 2014, and will conclude on Friday, May 9, 2014.

BACKGROUND INFORMATION

Over the past two years, the City has experienced a rising turnover rate of its employees (18 percent and just shy of 19 percent, respectively), which exceeds that of other municipalities in the DFW area. While there are gaps in the existing employee exit interview process, which do not provide measurable and conclusive reasons as to why members are leaving the City, staff recognizes that salary and compensation concerns are major contributing factors. In fact, the City of Rowlett FY2014 Budget (“budget”) reflected on p. II *“Cost of living continues to rise in this challenging economy and a lack of salary increases is a contributing factor for employees leaving the City of Rowlett to work in other cities.”*



Rowlett's turnover rate is higher than the median average.

Excessive employee turnover negatively impacts the City's operational effectiveness for several reasons:

- ✓ Loss of leadership and technical experience
- ✓ Manning shortages caused by gaps in hiring process (> 2 months)
- ✓ Increase in risk exposure (lack of experience + understaffed sections)
- ✓ Excessive unplanned overtime for understaffed sections
- ✓ Employee burn-out

***NOTE: The FY2013 turnover rate reached 19%**

To address this, and in accordance with the budget (p. xxvi, Chart 22, *Operational Needs*), we have engaged our employees and realigned our February-June 2014 HR calendar to support a comprehensive market-based review of the City's salary structure.

DISCUSSION

As previously briefed to Council on November 12, 2013, the City issued a Request for Proposals to conduct a comprehensive Salary and Compensation Study. We received 6 bids from firms across the country outlining their analytical capabilities, subject matter expertise of consultants, professional references highlighting past study efforts, and costing requirements.

The City appointed a 5-member review and scoring team for this task. They were:

John Murray	Director of Human Resources & Risk Management
Alan Guard	Director of Finance and Information Services
Paul Sandman	Assistant Chief of Police
Wendy Badgett	City of Rowlett Accounting Manager
Allyson Wilson	City of Rowlett Purchasing Manager

Each member of the scoring and selection team independently reviewed each bid proposal. We assigned a 4-tiered scoring system, which outlined the following:

25%	Responsiveness and evidence of the firm's capabilities to meet the needs of the City
25%	Experience and qualifications of the supervisory personnel assigned to the project
25%	References and responses of previous and current governmental clients
25%	Total evaluated costs, broken down as specified

After the first round of independent scoring was complete, four of the five members of the review and scoring team had Evergreen listed as the #1 bid.

Subsequent scoring, after team members conducted "due diligence" checks with peers at cities for whom Evergreen had conducted comparable studies in the recent past, confirmed the firm's capability to conduct sound analysis and render viable salary structures and public safety pay plans. Additionally, the team conducted a Skype interview with Dr. Jeff Ling, the Executive Vice President of Evergreen and his lead project manager to pose scenario-based clarification questions and to solicit a "Best and Final" Offer. Dr. Ling confirmed that he, himself, will participate in conducting the study. The team conducted a similar telephone interview with representatives of the Hay Group, which scored second. The team unanimously agreed that Evergreen presented the most compelling justification for being the right firm to address the City's requirements.

In its proposal, Evergreen reported that it had conducted market research on several cities we listed as target cities for inclusion in our comparative analysis. Evergreen included these cities

as part of its Salary and Compensation Study chartered by the Town of Little Elm, TX. Those cities included:

Addison	Farmers Branch
Allen	Frisco
Carrollton	Grapevine
Coppell	McKinney
Duncanville	Plano

Additionally, Evergreen included data from:

Collin County	Denton County
Dallas County	Tarrant County

Evergreen also reflected its experience in conducting grade placement analysis to assess the effectiveness of existing pay plans and policies. Through this analysis, Evergreen demonstrated its ability to analyze compression (lack of career progression/upward mobility due to staffing), a significant concern for our Employees.

Lastly, Evergreen illustrated its ability to measure and identify Public Safety Pay Plan inefficiencies, including a determination as to how many percentage points the existing salaries differed from similar positions in the local competitive job market.

John Murray (HR), Brandi Bull (HR), Paul Sandman (Police Department) and Wendy Badgett (Accounting) conducted due diligence checks with their functional counterparts at Little Elm, TX and Southlake, TX to gauge their experiences with Evergreen. Those with direct knowledge of Evergreen's activities were generally complimentary of the study results. One consistent critique we learned; however, was that the preparation of the final presentations of results to respective City/Town Councils was not on par with the standards of those cities. As such, we negotiated with Evergreen that we (the City) will retain responsibility for the final presentation of analysis and results. Dr. Ling will be present at that presentation to field questions regarding data analysis, study methodology and other technical aspects about which the Council may ask.

In our Skype discussion, Evergreen confirmed that it can complete the study and render a Final Report for Council by the Tuesday, June 10, 2014, deadline. The City established this date in order to provide the information to Council prior to its scheduled June 2014 Budget Retreat. Furthermore, despite it being headquartered in Tallahassee, FL, Evergreen committed to a minimum of 3 multi-day, on-site visits with City staff in order to meet with directors, managers, and employees in order to further scope the study and collect data. All costs associated with those visits (travel, hotel, food, expenses) are included in the contract cost.

We are currently finalizing contract language through City Attorney David Berman. We do not anticipate any issues and are optimistic the study will begin on time, if not earlier.

After appropriate adjustments, the major milestones of the study are:

February 24, 2014	Study Begins
May 9, 2014	Study Conclusion
May 23, 2014	Interim Report due to City Staff
June 10, 2014	Final Report due to City Council

FINANCIAL/BUDGET IMPLICATIONS

Council approved \$50,000 for the study in the City of Rowlett FY2014 budget. After assuming responsibility for several non-analytical segments of the study (including Job Description development and Fair Labor Standards Act review of Exempt/Non-Exempt positions), we negotiated a final cost of \$31,350. This cost includes the employee interviews and questionnaires, full comparison and analysis of DFW market cities, and a Final Report for Council by Tuesday, June 10, 2014. This “Best and Final” offer was approximately \$10,000 lower than that submitted by the Hay Group.

RECOMMENDED ACTION

No action required. This is for information only.



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 3D

TITLE

Hear a presentation outlining the City Aggregate, Departmental, and Tenure-based results of the 2013 City of Rowlett Employee Climate Assessment Survey. (10 minutes)

STAFF REPRESENTATIVE

John Murray, Director of Human Resources & Risk Management

SUMMARY

The City has conducted its initial analysis of results from the 2013 City of Rowlett Employee Climate Assessment Survey. While the responses overall were favorable, we were able to identify areas of high employee satisfaction (Job Satisfaction, Citizen Support, & Teamwork) as well as areas of concerns (Effectiveness of Supervision, Communication, & Training). We further stratified that information by Department and tenure of service with the City.

We also analyzed the responses from the narrative questions of the survey. "Co-workers" and "Support to Citizens" were overwhelmingly the areas that respondents reported as the best things about working for the City and their Departments, respectively. "Pay and Benefits" was the category a majority of respondents indicated they would like to see changed. Tonight, staff will update Council on the final results and the timeline for publishing the entire report.

BACKGROUND INFORMATION

As staff previously briefed Council on January 14, 2014, the City conducted an Employee Climate Assessment Survey in order to solicit direct feedback from employees on a myriad of issues pertaining to perceptions of leadership, recognition, training & development, teamwork/communication, and job satisfaction, among others. The climate assessment, which was both voluntary and anonymous, was conducted by TH Enterprises (Rockwall, TX) from December 9-14, 2013. The purpose of this discussion is to highlight trend items captured by the survey.

This report and attachments will be segmented as follows in order to break down the responses for Questions 1-20 by:

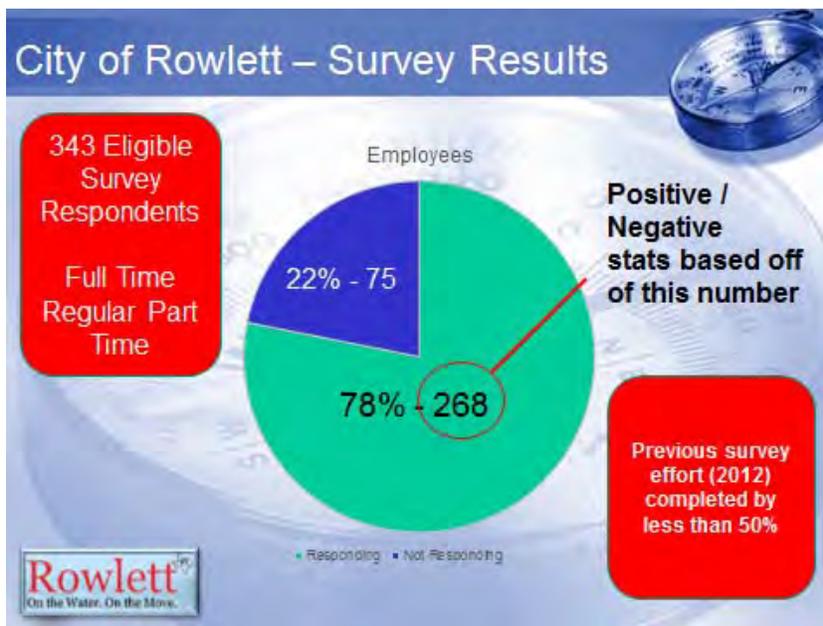
- (a) City Aggregate numbers (already briefed to Council)
- (b) Department
- (c) Tenure with the City

Additionally, we have compiled responses to Questions 21-23, which afforded employees the opportunity to provide narrative replies to:

- (a) What is the best thing about working for the City?
- (b) What is the best thing about working for my Department?
- (c) If I could change one thing about the City, what would it be?

To recap, 268 Full-time and Part-time employees completed the 23-question assessment—a 78 percent participation rate. This represents an increase of over 100 respondents from a different survey conducted last year, which underscores employees are actively engaged in shaping the strategic direction of City staff operations for the next several years. We’re also confident that an aggressive campaign undertaken by City leadership to assure anonymity and pledges for positive action based on results directly contributed to the high completion rate.

Results of the climate assessment were briefed to employees during Quarterly Stakeholder Meetings held from Jan 21-Jan 29, 2014. These unfiltered, unedited results were presented via the same slides discussed with Council during the Jan 20, 2014 Work Session.



As presented to Council, and incorporating several recommendations offered by Councilmembers, the City designed a 20-question “Likert Scale” survey providing the opportunity to select “Strongly Agree”, “Agree”, “Disagree” or “Strongly Disagree” for each question. Each question was specifically crafted in a way that would, once aggregated, (a) provide clearly defined actionable results and (b) show “left-to-right” comparative data (as in, left is “Strongly Agree”, right is “Strongly Disagree) in a bar chart pictograph.

It’s worth mentioning that the City went to great lengths to encourage maximum employee participation. One obstacle we directly confronted during the planning stage was employee concerns regarding the true anonymity of the survey. In short, it was made clear to us that, despite our assurances to the contrary, many employees would not complete the survey for fear of being identified (and, potentially, retaliated against) for having offered critical feedback of leadership or programs. To resolve this concern, we hired TH Enterprises of Rockwall, TX, to

administer and analyze the survey results. We worked closely with designers to implement and deploy a survey that was extremely user friendly and one which would generate easy-to-interpret analytical data for each of the questions. We also provided TH Enterprises our employee email database, which enabled them to issue individual employee logins to the survey. All information was collected and housed on TH Enterprises' server. We communicated this strategy, along with leadership's commitment to put into effect positive changes, to employees through a series of Stakeholder meetings in late October-early November 2013 and several "kick-off" emails prior to the assessment launch date. We're confident these efforts contributed to the high response rate.

DISCUSSION

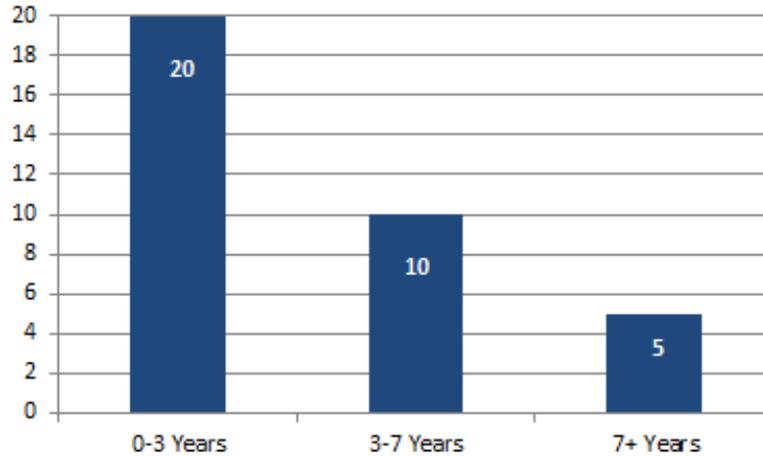
Through this climate assessment, we established a baseline on the current levels of employee perceptions about leadership effectiveness, organizational communication, employee recognition, training, teamwork, and job satisfaction. For this initial look, we specifically crafted questions to reflect "my supervisor" with the objective of measuring the effectiveness of the relationship between employees and their first line supervisors. Upon establishment of those baselines, our follow-up assessments will be to further explore lines of communication of perceptions of leadership within each Department. Our preliminary plans are to re-administer the same assessment in September 2014 to measure/confirm desired increases in the "Positive" responses for each question.

Additionally, as we use this information to help shape the City's leadership strategies for 2014 and beyond, we further analyzed the employee responses according to their tenures with the City. We established the parameters of:

- (a) 0-3 years (93 Respondents)
- (b) 3-7 years (42 Respondents)
- (c) 7+ years (133 Respondents)

Tenure Roll Up

Number of Times Category Score Met/Exceeded City Average



0-3 Years = 93 Respondents

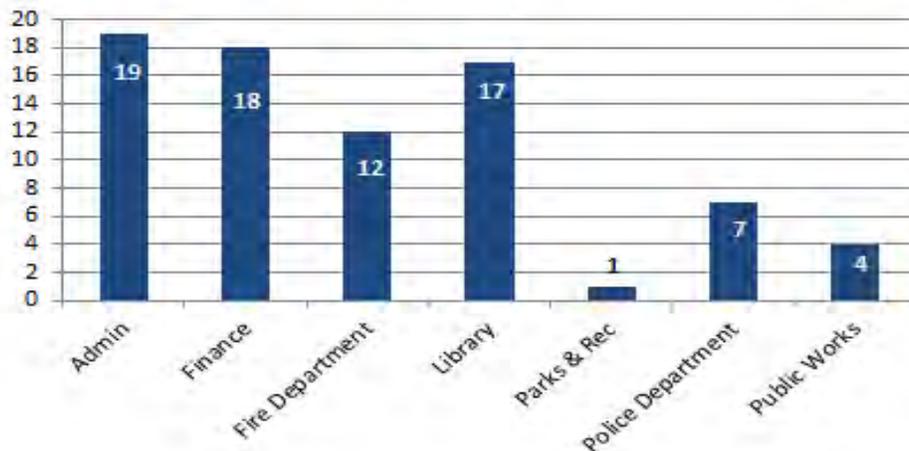
3-7 Years = 42 Respondents

7+ Years = 133 Respondents

Our initial analysis reveals that our Admin Staff (19), Finance (18) and Library (17) met or exceeded the overall City (“Aggregate”) average for a majority of the 20 questions. Conversely, Parks & Recreation Department (1), Public Works (4), and Police Department (7) met or exceeded the Aggregate the fewest number of times. Department Directors have their respective Department analysis and are discussing corrective strategies and milestones with their management/supervisory staffs.

Department Roll Up

Number of Times Category Score Met/Exceeded City Average



FINANCIAL/BUDGET IMPLICATIONS

At this time, there are no direct financial/budget implications. However, the Executive Team will analyze the results and will directly address each trend item in order to develop meaningful, long-lasting solutions to resolve any areas of concern.

It is entirely conceivable that proposed response actions may generate requests for increases in funds to support training, employee recognition programs, manpower, equipment/technology, safety/personal protective gear and facility improvements. Those actions will be addressed through more formal channels after varying courses of action are explored and vetted.

RECOMMENDED ACTION

No action required. This is for information only.

ATTACHMENTS

N/A



City of Rowlett

Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 3E

TITLE

Discuss the award of bid and deductive change order of the Main Street 1.25 Million Gallon Elevated Storage Tank. (30 minutes)

STAFF REPRESENTATIVE

Tim Rogers, Director of Infrastructure Services

Robbin Webber, Assistant Director of Infrastructure Services

SUMMARY

This project will consist of construction of the new elevated storage tank to be located at the existing Main Street Lift Station site. In addition to the new composite elevated water storage tank, this includes associated on-site water lines and connections, off-site water lines, and upper pressure plane interconnection valves as a part of the permanent Upper Pressure Plane solution.

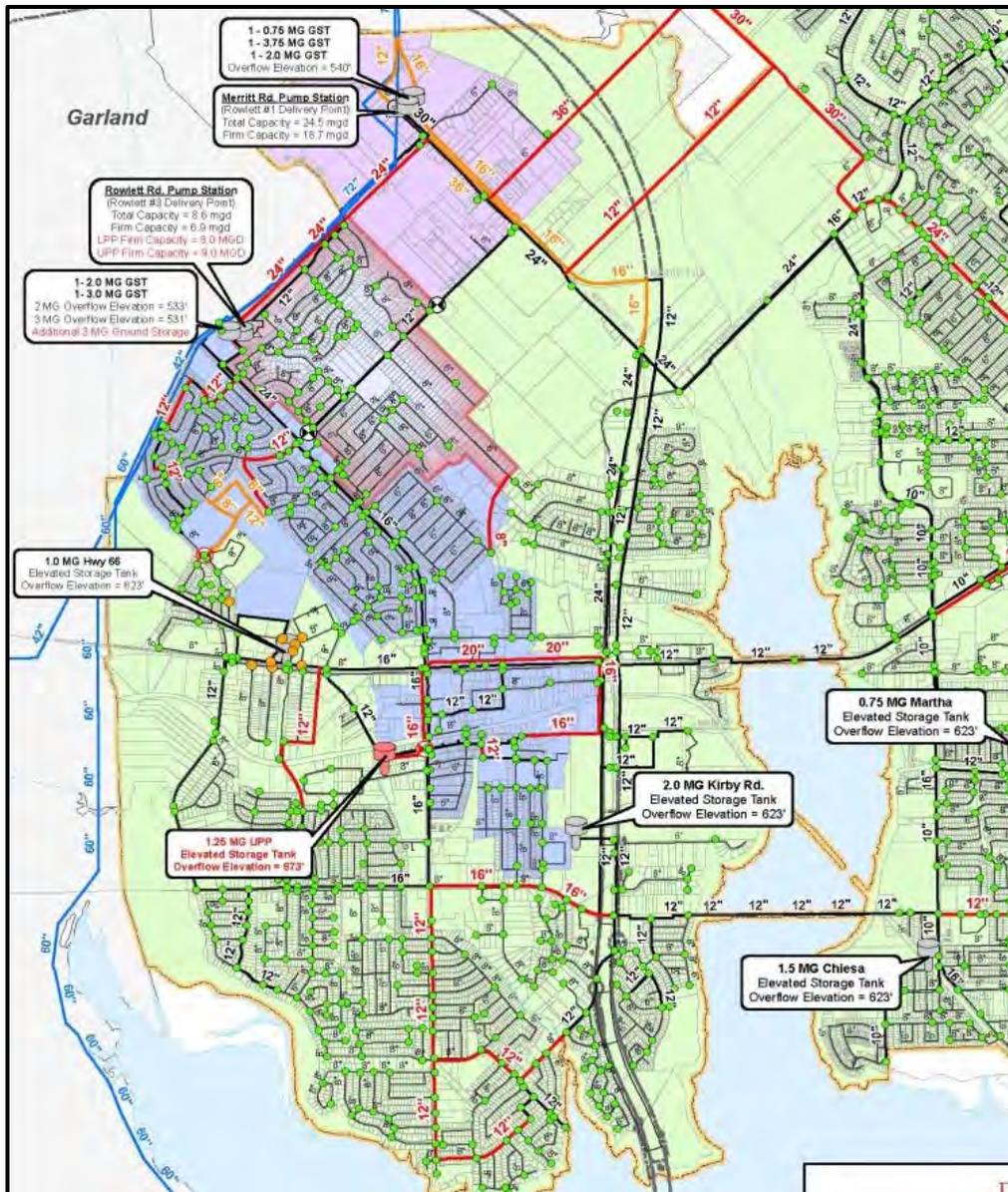
BACKGROUND INFORMATION

An update to the City's Water Master Plan was performed in 2008 by Freese & Nichols, Inc. (FNI). The update addressed the future water demand projections and developed an associated capital improvement plan to accommodate the future demand. The primary purpose was to provide a solution that would further enhance the City water pressure throughout the system.

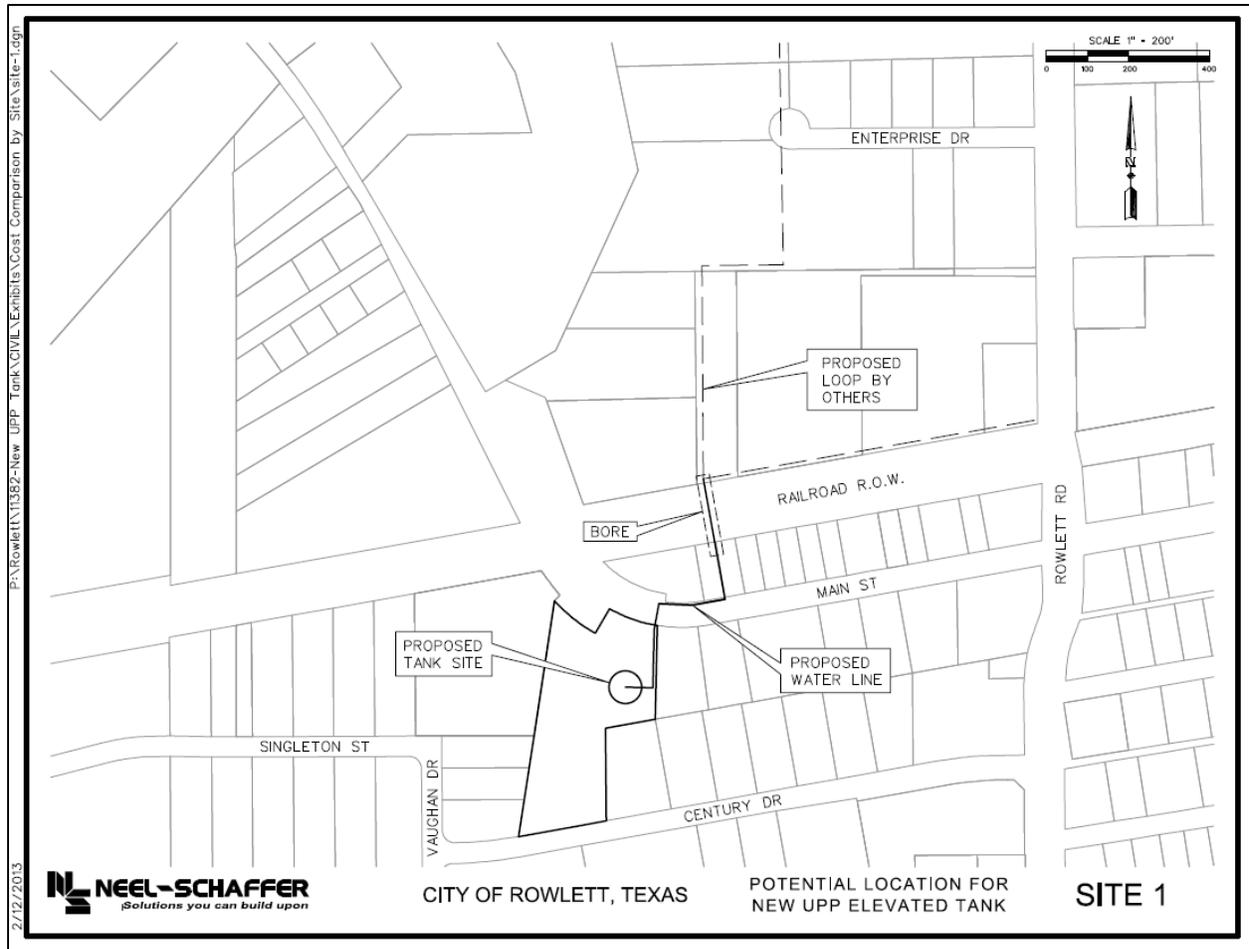
Staff has been working with our two consultants, Freese and Nichols Inc. and Neel-Schaffer Inc. to identify the exact and final limits of the upper pressure plane as well as the future water tank placement. Once completed, the limits of the pressure plane and infrastructure necessary to provide quality water service and reliable pressure to the upper pressure plane were established.

The purpose of the new pressure plane will be to serve the western and northwestern areas of the City with higher and more reliable pressures than can be served with the existing infrastructure.

The separation of the pressure planes are depicted as follows:



The site selection for the tower location was determined by technical need with regard to pressure connectivity to existing network, the property expense or acquisition costs (in this case we owned the property), the height differential based upon grade versus tower height, and avoiding residential areas if possible.



On December 18, 2012, the City Council authorized a task authorization with Neel-Schaffer Inc. to prepare design documents for the 1.25MG elevated storage tank to be located on Main Street behind the existing lift station facilities (See Attachment 2). The design was completed in October, 2013.

DISCUSSION

Financials were reviewed by the Director of Financial and Information Services, Alan Guard. The City Consultant, Neel-Schaffer Inc. has checked the past performance for this Contractor and recommends awarding the project to Landmark Structures I, L.P. (See the Recommendation of Award – Attachment 3). The project construction time is 425 calendar days.

On October 14, 2013, Neel-Schaffer Inc. estimated total project cost of \$2,910,000. The low bidder came in at \$3,370,000. Staff has looked into the reasonableness of this bid price and has concluded this to be a responsible competitive bid.

Over the course of the last two months, City staff, Landmark Structures I, L.P. and Neel-Schaffer Inc. have worked together collectively to reduce the base bid cost and concluded a reduction of over \$90,000. This cost reduction includes multiple items, which will not impede or compromise the effectiveness of the design or water pressure.

The bid alternate is not being awarded at this time, reducing the total award amount by \$120,000. This would have provided internal electrical services, outlets, and other incidentals, to the tower facility.

With the unanticipated cost, a budget amendment is required and is be presented concurrently at the February 18, 2014, City Council Work Session and followed up by the March 4th City Council Meeting.

FINANCIAL/BUDGET IMPLICATIONS

The Main Street 1.25 Million Gallon Elevated Storage Tank Bid included a base bid plus bid alternate. The Bid Alternate included a structural floor related to electrical needs for the tank. Bids read during the bid opening were as follows:

Contractor	Base Bid	Bid Alternate	Total Base Bid + Bid Alternate	Low Bidder
Landmark Structures I, L.P.	\$3,370,000	\$120,000	\$3,490,000	X
Phoenix Fabricators & Erectors, Inc.	\$3,492,127	\$90,000	\$3,582,127	

Funds have been budgeted in the CIP for this project as follows:

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount (after Mar 4th Budget Amendment)	Proposed Amount
WA2107 – Bond Funds	1.25MG Elevated Storage Tank	\$2,700,000	\$2,700,000
WA2107 – Drainage Cash CIP	1.25MG Elevated Storage Tank	\$17,110	\$17,110
WA2107 – Bond Funds	1.25MG Elevated Storage Tank	\$890,000	\$666,890
TOTAL		\$3,610,000	\$3,384,000

Staff will provide final recommendation and tabulation of costs for the March 4th City Council meeting and concurrently providing a budget amendment accordingly.

RECOMMENDED ACTION

No action required. This is for information only.

ATTACHMENTS

- Attachment 1 – Bid Tabulation
- Attachment 2 – Task Authorization
- Attachment 3 – Letter of Recommendation

City of Rowlett Elevated Tank

Bidder	Executed Proposal	Included Bid Bond	Acknowledged Addenda 1	Base Bid Amount	Alternate A Bid Amount
ENGINEER'S ESTIMATE				\$2,527,950.00	\$36,000.00
Landmark Structures I, L.P. 1665 Harmon Road Fort Worth, TX 76177 817-439-8888	X	X	X	\$3,370,000.00	\$120,000.00
Phoenix Fabricators & Erectors, Inc. 182 South County Road 900 E. Avon, IN 46123 270-835-2600	X	X	X	\$3,492,127.00	\$90,000.00

City of Rowlett Elevated Tank

				ENGINEER'S ESTIMATE		Landmark Structures I, L.P. 1665 Harmon Road Fort Worth, TX 76177 817-439-8888		Phoenix Fabricators & Erectors, Inc. 182 South County Road 900 E. Avon, IN 46123 270-835-2600	
PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	SWPPP	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
2	General Site Preparation	LS	1	\$10,000.00	\$10,000.00	\$63,000.00	\$63,000.00	\$5,500.00	\$5,500.00
3	Barriers and Warning and/or Detour Signs	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$3,300.00	\$3,300.00
4	Project Sign	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
5	Valve Warning Sign	EA	2	\$250.00	\$500.00	\$500.00	\$1,000.00	\$400.00	\$800.00
6	Stabilized Construction Entrance	SF	2,000	\$2.00	\$4,000.00	\$5.00	\$10,000.00	\$2.50	\$5,000.00
7	1.25 Million Gallon Composite Elevated Storage Tank	LS	1	\$2,050,000.00	\$2,050,000.00	\$2,720,000.00	\$2,720,000.00	\$2,963,177.00	\$2,963,177.00
8	8" Flexible Base	SY	1,200	\$8.00	\$9,600.00	\$15.00	\$18,000.00	\$11.00	\$13,200.00
9	7" Portland Cement Concrete Pavement w/ Concrete Curb and Gutter	SY	1,100	\$50.00	\$55,000.00	\$40.00	\$44,000.00	\$60.00	\$66,000.00
10	8' Masonry Screening Wall with Columns	LF	120	\$400.00	\$48,000.00	\$200.00	\$24,000.00	\$132.00	\$15,840.00
11	27' Heavy Duty Rolling Slide Gate	EA	1	\$11,000.00	\$11,000.00	\$14,400.00	\$14,400.00	\$19,100.00	\$19,100.00
12	8' Ornamental Fence with 5' Pedestrian Gate	LF	420	\$100.00	\$42,000.00	\$180.00	\$75,600.00	\$119.00	\$49,980.00
13	Open Cut - 18" RCP C76 Class III Storm Water Conduit	LF	90	\$60.00	\$5,400.00	\$60.00	\$5,400.00	\$54.00	\$4,860.00
14	Open Cut - 24" RCP C76 Class III Storm Water Conduit	LF	160	\$70.00	\$11,200.00	\$70.00	\$11,200.00	\$64.00	\$10,240.00
15	Concrete Overflow Vault	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
16	Concrete 10' Curb Inlet	EA	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$9,200.00	\$9,200.00
17	Reinforced Concrete Sloping Endwall and Apron with Blocks	EA	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00
18	Open Cut - 16" PVC C-905 DR-18 Water Conduit	LF	1,000	\$100.00	\$100,000.00	\$80.00	\$80,000.00	\$79.20	\$79,200.00
19	Open Cut - 12" PVC C-900 DR-14 Water Conduit	LF	20	\$65.00	\$1,300.00	\$70.00	\$1,400.00	\$85.00	\$1,700.00
20	Open Cut - 8" PVC C-900 DR-14 Water Conduit	LF	40	\$50.00	\$2,000.00	\$60.00	\$2,400.00	\$100.00	\$4,000.00
21	Open Cut - 6" PVC C-900 DR-14 Water Conduit	LF	40	\$40.00	\$1,600.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00
22	Fire Hydrant Assembly	EA	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
23	2" Combination Air and Vacuum Air Release Valve	EA	1	\$1,500.00	\$1,500.00	\$15,600.00	\$15,600.00	\$6,800.00	\$6,800.00
24	12"x12" Tapping Sleeve and Valve	EA	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00
25	6" Gate Valve	EA	3	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00	\$1,900.00	\$5,700.00
26	8" Gate Valve	EA	2	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00	\$2,300.00	\$4,600.00
27	16" Gate Valve	EA	8	\$2,000.00	\$16,000.00	\$7,000.00	\$56,000.00	\$6,600.00	\$52,800.00
28	Water Trench Safety	LF	1,100	\$2.00	\$2,200.00	\$1.00	\$1,100.00	\$3.00	\$3,300.00
29	Storm Drain Trench Safety	LF	250	\$2.00	\$500.00	\$4.00	\$1,000.00	\$4.00	\$1,000.00
30	Silt Fence	LF	950	\$10.00	\$9,500.00	\$2.00	\$1,900.00	\$3.30	\$3,135.00
31	Concrete Storm Drain Bridge for Water Line Crossing	EA	2	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00
32	Concrete Sidewalk	SY	50	\$45.00	\$2,250.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
33	6" PVC Schedule 40 Conduit	LF	1,700	\$10.00	\$17,000.00	\$15.00	\$25,500.00	\$10.00	\$17,000.00
34	Seeding Turfgrass by Hydraulic Mulching including Watering	SY	4,000	\$3.00	\$12,000.00	\$2.00	\$8,000.00	\$1.00	\$4,000.00
35	Removal, Protection and Replacement of Trees, Shrubbery, Plants, Sod and Other Vegetation	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
36	Unclassified Excavation	CY	700	\$10.00	\$7,000.00	\$30.00	\$21,000.00	\$4.25	\$2,975.00
37	Ductile Iron Fittings	TN	6	\$2,000.00	\$12,000.00	\$12,000.00	\$72,000.00	\$1,800.00	\$10,800.00
38	3' Thick Gabion Structures	SY	90	\$100.00	\$9,000.00	\$100.00	\$9,000.00	\$148.00	\$13,320.00
39	24" Precast Safety End Treatment	EA	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,600.00	\$1,600.00
40	Remove & Relocate Swinging High Water Barrier Gates	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00
41	All Electrical, excluding that contained in the Tank Pay Item	LS	1	\$50,000.00	\$50,000.00	\$21,000.00	\$21,000.00	\$75,000.00	\$75,000.00
42	Alternate A - Structural Floor including related Electrical	LS	1	\$36,000.00	\$36,000.00	\$120,000.00	\$120,000.00	\$90,000.00	\$90,000.00
*TOTAL					\$2,527,950.00		\$3,370,000.00		\$3,492,127.00

TASK AUTHORIZATION #1-NS

Client: City of Rowlett 4000 Main Street Rowlett, TX 75088	City Project No.: (WA120717)
	Consultant Project No.: NS.11382
	Date: 12-05-2012
Project Description: New Elevated Tank - Upper Pressure Plane	
Description of Services: Task Order for engineering and surveying design services required to design construction plans for a new composite elevated water storage tank including site design, water lines, off-site water lines, and upper pressure plane interconnection valves. (See Attachment A – Scope of Services)	
Deliverables: Final Construction Documents for the New Elevated Tank Project to serve the upper pressure plane.	
Compensation shall be as follows: <u>Basic Services (lump sum) \$271,170.00</u> Design services for the improvements includes the conceptual design, surveying services, Preliminary design phase, and the Final Design phase. <u>Special Services (hourly / cost plus, with not-to-exceed) \$85,410.00</u> Services will include geotechnical services, ROW / easement documents, off-site water line, and direct cost expenses.	
Total Contracted Fee	\$ 356,580.00

The above described services shall proceed upon return of this Task Authorization. Services will be billed monthly as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

X This Task Authorization will serve as the notice to proceed.

NEEL-SCHAFFER, INC.:

BY: [Signature]
TITLE: VICE PRESIDENT
DATE: 12/10/2012

CITY OF ROWLETT:

BY: [Signature]
TITLE: Mayor
DATE: 1-3-13

OK (S) 12.18.12

SCOPE OF SERVICES

ARTICLE I

The parameters for design of the improvements shall include the following:

Provide bid documents and specifications for the **New Elevated Tank to serve the Upper Pressure Plane – Water Improvements Project**. The project will consist of constructing the tank at the existing HWY 66 Elevated Tank site. The project includes 15 pressure plane interconnection valves to be installed between the upper and lower pressure planes. Water lines included in the project scope to be determined during the conceptual phase and/or preliminary phase may be authorized as a special service.

- Project control to be based on local control monumentation and provided by the CITY. Field surveys are included for the entire length and width of the project.
- Scale of the plans to be: 1"=20' Horizontal; 1"=4' Vertical on 22"x34" paper size
- Submittals to the CITY of work in progress shall be made at 30%, 60%, 90%, and 100% stages of completion. For each review, four (4) sets of drawings will be furnished to the CITY.

ANTICIPATED SHEET LIST

1. COVER SHEET
2. PROJECT GENERAL NOTES
3. OVERALL PROJECT LAYOUT AND DIMENSIONAL CONTROL
4. PRESSURE PLANE INTERCONNECTION VALVE SITE PLANS
5. TANK SITE PLAN
6. TANK ELEVATION PLAN
7. TANK DETAILS
8. PRESSURE PLANE INTERCONNECTION VALVES DETAILS
9. DRAINAGE CALCULATIONS
10. PAVING PLAN PROFILE SHEETS
11. WATER PLAN / PROFILE SHEETS
12. SPECIAL DETAILS
13. CITY STANDARD DETAILS

The ENGINEER will submit a project status report every two weeks on the City's CIP Management website. All correspondence, meeting agendas and minutes, and other tracking tools for this project will be tracked and managed by the CIP management website; the ENGINEER will utilize this tool throughout the project.

BASIC SERVICES - Section 1 (Lump Sum Fee Basis)

A. Field Surveying

1. Survey and prepare a design/topographic survey map for the proposed tank site (assumed 2 acres) and proposed pressure plane interconnection valve locations (assumed 100'x 100'). The design/topographic survey will indicate all surface features, spot elevations, one-foot contours, existing right-of-way lines, visible utilities, utilities located and marked by Dig Tess (notification of Dig Tess is responsibility of ENGINEER) and any other features required for design.

C. Conceptual Design

1. Attend a kick-off meeting with the CITY to discuss the various aspects of the project including planning and design criteria, work program and schedule, procedures of communication, assignments of personnel and expectations of the CITY.
2. Obtain from the CITY available property plats, easements, record drawings, planning reports, traffic counts, zoning ordinances, and other data that may be pertinent in

considering the development of the conceptual plans and the final design of the proposed improvements.

3. Determine from a field reconnaissance of the project area the general lay of the land for the improvements. This general layout will address the following:
 - Locations of known existing utilities
 - Existing driveways
 - Availability of ROW
 - Access and convenience for construction operations
 - Crossing of drainage and structures
 - Landscaped areas
 - Private property improvements such as fences, mailboxes, sidewalks, etc.
4. Research existing water lines (GIS department and/or existing as-built records to be provided by the City) located within the new upper pressure plane to determine locations where existing pipes may leak due to new higher pressure. Professional services for the replacement of these water lines to be authorized under special services.
5. Determine final site selection, upper pressure plane boundary, and interconnection valves:
 - Evaluation of proposed site to determine physical constraints
 - Prepare and submit an FAA application for approval of the structure height.
 - Final boundary limits of upper pressure plane to include interconnection locations with the lower plane and the location of required pressure plane interconnection valves
 - Acceptable manufacturer(s) and configuration of pressure plane interconnection valves
6. Perform a preliminary drainage analysis to determine the adequacy of the existing storm drain systems for site drainage and tank overflow connection
7. Prepare and submit four sets of 30% engineering drawings including layouts and opinions of probable construction cost.
8. Meet with the CITY to review the submittal.

D. Preliminary Design – Upon approval of conceptual design, the ENGINEER will prepare preliminary construction documents as follows:

1. Preliminary project plan and profile sheets for a new composite elevated tank including site plan, elevation plan, grading plan, erosion control plan, horizontal layout plan, and required tank details. Existing found property corners (e.g. iron pins), along the existing right-of-way shall be shown on the plans.
2. Design will include provisions for future wireless service providers such as pad site locations and conduit layouts as required.
3. Preliminary plan and profile sheets for proposed water lines and pressure plane interconnection valves required for isolation of the upper pressure plane. Design will include a recommended sequence plan for converting to the new upper pressure plane.
4. Drainage area maps with drainage calculations and hydraulic computations. A drainage area map will be drawn from available contour maps (provided by the City) for tank site.

Calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided.

5. Preliminary project plan and profile sheets for proposed storm drain utilities (enclosed system, channels and culverts) shall be included for tank site.
6. Known existing franchise utilities and utility easements will be shown on the plan and profile sheets. The ENGINEER will coordinate (attending 2 meetings) with utility companies, and the CITY to ascertain what utility improvements need to be incorporated into the plans. Prepare an overall ROW strip map at 1"=50' scale for use in discussing easements with franchise utility companies.
7. Horizontal and vertical control sheet that locates proposed and known existing facilities. Legal descriptions (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
8. Attend three Public Meetings with City Staff and stakeholders in the area that could be impacted by the proposed improvements. The CITY will provide notification to the stakeholders and will conduct the meeting. The meeting will be used to present the plans to the stakeholders to gather comments and determine if modifications need to be made prior to the development of final plans.
9. Submit five copies of the drawings to the utility companies for review and comment.
10. Prepare project contract documents including technical specifications.
11. Field-check preliminary drawings and specifications.
12. Prepare a preliminary opinion of probable construction cost and submit with four sets of 60% drawings and one set of specifications. The CITY will provide their standard front end documents.
13. ENGINEER shall meet with the CITY during this phase to discuss the preliminary design.

E. Final Design – Following CITY approval of the preliminary plans, ENGINEER shall prepare final plans with the following additional tasks. The package will be released for bidding based on the schedule provided by the ENGINEER.

1. Finalize preliminary project drawings based on City review comments.
2. Add required with any required easements or right-of-way to the horizontal and vertical control sheet.
3. Prepare the Project Specifications using NCTCOG Standard Specifications for Public Works Construction, 3rd Edition. Utilize the CITY's standard front-end documents and prepare bid proposal forms (project quantities) of the improvements to be constructed. ENGINEER will modify sections as needed for this specific project.
4. Prepare a final opinion of probable construction cost.
5. Furnish CITY four sets of 90% drawings, specifications, and bid proposals marked "Pre-Final" for approval by CITY. Upon final approval by CITY and correction of any outstanding issues, ENGINEER will provide four sets of 100% drawings and specifications stamped "Final".

6. Attend one review meeting with the CITY. The review meetings will be conducted to address review comments and to take action on items to produce the final construction documents.
 7. Attend a one utility coordination meeting to start relocation process with affected franchise utilities.
 8. Prepare a maximum of three applications for permits for TxDOT, DART or any other permits required.
- E. Bidding Phase and Construction Administration – ENGINEER will assist the CITY during the bid phase for the project. The following scope of services will be completed for each bid package – scope includes two.
1. Assist CITY in securing bids via email. Issue a Notice to Bidders to prospective contractors and vendors listed in CITY's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by CITY.
 2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders. Twenty (20) sets of drawings and contract documents will be provided. Additional sets of plans, specifications, and bid documents as are necessary in the receipt of bids for construction and as are required in the execution of the construction contracts, shall be furnished by ENGINEER and shall be paid for by the CITY at actual cost of reproduction.
 3. Attend a pre-bid meeting in conjunction with CITY staff to respond to bidder questions and walk the project.
 4. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
 5. Assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by CITY.
 6. Furnish CITY or Contractor fifteen sets of the drawings and specifications for construction.
 7. Attend one public meeting to discuss the project schedule for construction.
 8. Provide corrections to design issues that may arise during construction.
 9. Attend one pre-construction conference with the CITY, franchise utility companies and Contractor.
 10. Review and comment on all construction submittals (Change orders, RFI's, PCM's, etc.) from the contractor. All construction submittals will be reviewed, commented on and tracked on the CITY's CIP management website.
 11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of Contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation.
 12. Conduct, in the company of the CITY, a substantial completion review of the project for conformance with the design concept and general compliance with the construction contract documents.
 13. Recommend final acceptance of work when appropriate.

14. Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. Two sets of prints, one set of 4 mil mylars, and electronic versions of "Record Drawings" shall be provided. The electronic files will include plans provided in a .dwg format and specifications provided in Microsoft Word format.

SPECIAL SERVICES - Section 2 (Reimbursable Basis)

A. Additional water line improvements

Based on the results of the analysis of the existing lines within the new upper pressure plane, additional water lines improvements may be added to the project including field survey, conceptual design, preliminary design, final design, bid services, and construction administration.

The identified lines will be submitted to the city engineer for authorization to proceed prior to performing the additional work.

- B. Geotechnical Services- Provide a geotechnical engineering study to determine the general subsurface conditions, evaluate the engineering characteristics of the subsurface materials encountered, and develop recommendations for the type or types of foundations suitable for the project. The study will include the following phases: (1) drilling sample borings to determine the general subsurface conditions and to obtain samples for testing; (2) performing laboratory tests on appropriate samples to determine pertinent engineering properties of the subsurface materials; and (3) performing engineering analyses, using the field and laboratory data to develop geotechnical recommendations for the proposed construction.

- C. Direct Cost Expense - Direct costs shall be paid by City to Engineer for printing, reproduction, laboratory analysis and testing. Evidence of cost incurred for direct expenses shall be submitted with each billing.

January 21, 2014

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

Reference: City of Rowlett – Main Street Elevated Tank

Dear Ms. Diggs:

Sealed bids were received by the City of Rowlett on November 14, 2013, for the referenced project. Two contractors submitted bids for this project. Attached is a copy of the Bid Tabulation.

The lowest bid was submitted by Landmark Structures I, L.P. in the amount of \$3,370,000.00. Below is a summary of the bids on this project:

<u>Bidder</u>	<u>Bid</u>
Landmark Structures I, L.P.	\$3,370,000.00
Phoenix Fabricators & Erectors, Inc.	\$3,492,127.00

We, and the City of Rowlett, have previously worked with this contractor. Their quality and timeliness have been satisfactory.

We are working on the deductive change order and should have that for you soon. It is expected that it will reduce the contract amount by over \$90,000.

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

Sincerely,

NEEL-SCHAFFER, INC.



James P. Amick, P.E.
Engineer Manager

Attachment

O:\Jobs\11328 - Rowlett ET\Admin\Correspondence\Main Street ET Bid Review.docx



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 5A

TITLE

Presenting a Certificate of Recognition to Sammy Walker for his induction in the Texas Track and Field Coaches Association Hall of Fame. This presentation is made at the request of Councilmember Pankratz.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

ATTACHMENT

Attachment 1 – Certificate of Recognition

EXCELLENCE AWARD

AWARDED TO

Sammy Walker

for his induction in the Texas Track and Field Coaches Association Hall of Fame.

*We, as the City Council of the City of Rowlett, recognize your immense athletic achievements
and your commitment to your City.*

Awarded this 18th day of February, 2014

Todd W. Gittel, Mayor



City of Rowlett

Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 5B

TITLE

Hear Fourth Quarter Investment Report for December 31, 2013.

STAFF REPRESENTATIVE

Alan Guard, Director of Financial Services and Information Technology

SUMMARY

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

The quarterly report is prepared by the City's financial advisor, PFM Asset Management, Inc. (PFM). Please note that the references are to calendar year; therefore, the fourth quarter is defined as October 1, 2013 through December 31, 2013, but really represents the City's first fiscal year quarter in 2014 (see Attachment 1).

BACKGROUND INFORMATION

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

DISCUSSION

As of December 31, 2013, approximately 48 percent of the City's investments were in U.S. Treasuries and Agency securities, 19 percent invested in commercial paper, and the remaining 33 percent was invested in a constant dollar pool. The City's portfolio of Pooled Funds and Long-Term Pooled Funds are of high credit quality, rated AA+, A-1+ and A-1, and maintain adequate liquidity. The portfolios are invested entirely in Federal Agency, U.S. Treasury, and

Commercial Paper securities. Thirty-eight percent (38%) of the City's holdings were in investments with a maturity of one year or more.

The Long Term Portfolio's quarterly total return performance of 0.15 percent outperformed the benchmark of 0.06 percent. Over the past year, the Portfolio earned 0.33 percent, versus 0.36 percent for the benchmark. The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end, the portfolio had a Yield to Maturity at Cost of 0.26 percent, exceeding the Yield of the TexPool benchmark by 22 basis points (0.22 percent).

Over the quarter, the labor and housing markets showed signs of considerable improvement, reflecting a strengthening economic recovery and absorbing less of an impact from the temporary government shutdown than what was previously anticipated. Yields on intermediate and longer-term bonds rose as the Federal Reserve (Fed) decided to begin reducing its monthly bond purchases. By the end of the quarter, the U.S. Senate confirmed Janet Yellen, then vice chair of the Fed, to succeed Ben Bernanke upon his term expiration at the end of January.

Comments regarding the economy in general:

The US gross domestic product (GDP) grew 4.1 percent for the third quarter, marking its fastest pace in two years as personal consumption and inventories exceeded expectations. Inflation, as measured by the Personal Consumption Expenditures (PCE) index, was mostly unchanged at an annualized rate of 0.9 percent. U.S. retail sales were strong, increasing by 0.7 percent in November and marking the largest gain in five months. In addition, the housing market, new home sales, housing starts, and building permits all reached five-year highs during the quarter. Home prices also marched higher, with the S&P Case-Shiller Index reporting that process for homes in 20 U.S. cities had increased 13.6 percent year over year in October, the largest 12-month gain since February 2006.

At its December 17-18 meeting, the Federal Open Market Committee (FOMC) announced that it would be tapering its bond-buying programs and reduce its purchases of Treasuries and mortgage-backed securities each by \$5 billion a month beginning in January. Throughout 2013, the FOMC has bought \$85 billion of these securities each month to keep downward pressure on long-term interest rates. Interest rates seem to be on a path towards normalization from record lows as the Fed gradually unwinds its unprecedented monetary policy actions.

In sector performance, as was the case last quarter, fixed-income securities that were perceived to have the most risk (such as corporate bonds with the lowest credit ratings) performed best, while U.S. Treasuries were the worst performers, with longer-term Treasuries hit especially hard. Within short to intermediate maturities, municipal bonds performed best in December due to lack of supply and an increase in demand.

Portfolio Strategy:

For the quarter ended December 31, 2013, our investment strategy for the Long-Term Pooled Fund Portfolio was based on the view that interest rates would eventually rise in anticipation of

tapering of the Fed's large scale bond purchase program, after being surprised of no such action in the quarter ended October 31. We expected that growth in the U.S. economy would be sufficient to support such a move in late 2013 or early 2014.

It is our expectation the sources of excess return in 2014 will differ from those that drove relative performance in 2013. If rates rise as the Fed withdraws its extraordinary monetary stimulus, negative returns on longer maturities may become unavoidable for short periods. After the adjustment, portfolios will be in a much better position to generate higher earnings going forward. Active duration management will be a critical aspect of our strategy in early 2014 to mitigate the effects of rate normalization and to maximize relative performance. This will be balanced, however, by recognizing the enhanced earnings potential imbedded in a steepest yield curve.

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

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

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

ATTACHMENT

Attachment 1 - Quarterly Investment Report for December 31, 2013

City of Rowlett, Texas



Investment Performance Review Quarter Ended December 31, 2013

Investment Advisors

Steven Alexander, CTP, CGFO, Managing Director
D. Scott Stitcher, CFA, Senior Managing Consultant
Richard Pengelly, CFA, Senior Managing Consultant
Gregg Manjerovic, CFA, Portfolio Manager
Rebecca Geyer, CTP, Senior Analyst

PFM Asset Management LLC

One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044
717-232-2723 • 717-233-6073 fax

300 S. Orange Avenue, Suite 1170
Orlando, FL 32801
(407) 648-2208
(407) 648-1323 fax

Table of Contents

Tab I.

- A. Market Review

Tab II.

- B. Portfolio Summary of All Accounts
- C. Pooled Funds
- D. Long Term Pooled Fund
- E. Asset Allocation Chart as of December 31, 2013
- F. Investment Officer's Certification

- Tab III. October 31, 2013 PFM Month-End Statement
November 30, 2013 PFM Month-End Statement
December 31, 2013 PFM Month-End Statement
(statements are available online at www.pfm.com)

- Tab IV. October 31, 2013 TexPool Month End Statements
November 30, 2013 TexPool Month End Statements
December 31, 2013 TexPool Month End Statements

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TAB I

Summary

- Over the quarter, the labor and housing markets showed signs of considerable improvement, reflecting a strengthening economic recovery and absorbing less of an impact from the temporary government shutdown than what was previously anticipated.
- Yields on intermediate- and longer-term bonds rose as the Federal Reserve (Fed) decided to begin reducing its monthly bond purchases.
- The U.S. Senate confirmed Janet Yellen, current vice chair of the Fed, to succeed Ben Bernanke when his term expires at the end of January 2014.

Economic Snapshot

- Third-quarter U.S. gross domestic product (GDP) growth was 4.1%, marking its fastest pace in two years as personal consumption and inventories exceeded expectations. Inflation, as measured by the Personal Consumption Expenditures (PCE) index, was mostly unchanged at an annualized rate of 0.9%.
- U.S. retail sales were strong, increasing by 0.7% in November and marking the largest gain in five months.
- In the housing market, new home sales, housing starts, and building permits all reached five-year highs during the quarter. Home prices also marched higher, with the S&P Case-Shiller Index reporting that prices for homes in 20 U.S. cities had increased 13.6% year over year in October—the largest 12-month gain since February 2006.
- In the euro zone, the pace of economic activity picked up, with December results from the Markit purchasing managers index (PMI) showing the second largest increase in business activity since June 2011 and the best quarter in two-and-a-half years.

Interest Rates

- At its December 17-18 meeting, the Federal Open Market Committee (FOMC) announced that it would begin tapering its bond-buying programs. The FOMC decided it would reduce its purchases of Treasuries and mortgage-backed securities each by \$5 billion a month beginning in January. Throughout 2013, the FOMC has bought \$85 billion of these securities each month to keep downward pressure on long-term interest rates. The FOMC announcement left the federal funds target rate unchanged.
- The FOMC's outlook seemed to take its cue from the flow of positive economic data, as the Committee raised its GDP forecasts for the coming years and reduced its projections for the unemployment rate.
- Interest rates seem to be on a path towards normalization from record lows as the Fed gradually unwinds its unprecedented monetary policy actions.

Sector Performance

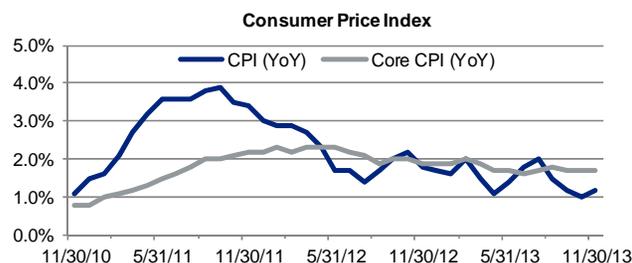
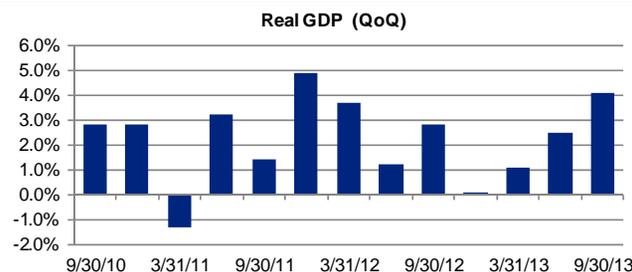
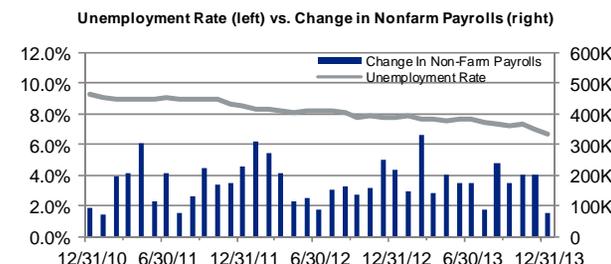
- Treasuries sold off during the quarter as interest rates resumed their move to higher levels.
- As was the case last quarter, fixed-income securities that were perceived to have the most risk (such as corporate bonds with the lowest credit ratings) performed best. On the other hand, U.S. Treasuries were the worst performers, with longer-term Treasuries hit especially hard.
- Within short to intermediate maturities, municipal bonds performed best in December due to a lack of supply and an increase in demand.

Economic Snapshot

Labor Market	Latest	Sep 2013	Dec 2012	
Unemployment Rate	Dec'13	6.7%	7.2%	7.8%
Change In Non-Farm Payrolls	Dec'13	74,000	175,000	219,000
Average Hourly Earnings (YoY)	Dec'13	1.8%	2.1%	2.1%
Personal Income (YoY)	Nov13	2.3%	3.9%	7.9%
Initial Jobless Claims (week)	Dec 27	339,000	308,000	372,000

Growth	Latest	Sep 2013	Dec 2012	
Real GDP (QoQ SAAR)	2013 Q3	4.1%	2.5% ¹	0.1% ²
GDP Personal Consumption (QoQ SAAR)	2013 Q3	2.0%	1.8% ¹	1.7% ²
Retail Sales (YoY)	Nov13	4.7%	3.5%	5.2%
ISM Manufacturing Survey (month)	Dec'13	57.0	56.2	50.2
Existing Home Sales SAAR (month)	Nov13	4.90 mil.	5.29 mil.	4.90 mil.

Inflation / Prices	Latest	Sep 2013	Dec 2012	
Personal Consumption Expenditures (YoY)	Nov13	0.9%	0.9%	1.5%
Consumer Price Index (YoY)	Nov13	1.2%	1.2%	1.7%
Consumer Price Index Core (YoY)	Nov13	1.7%	1.7%	1.9%
Crude Oil Futures (WTI, per barrel)	Dec 31	\$98.42	\$102.33	\$91.82
Gold Futures (oz)	Dec 31	\$1,202	\$1,327	\$1,676



1. Data as of Second Quarter 2013 2. Data as of Fourth Quarter 2012

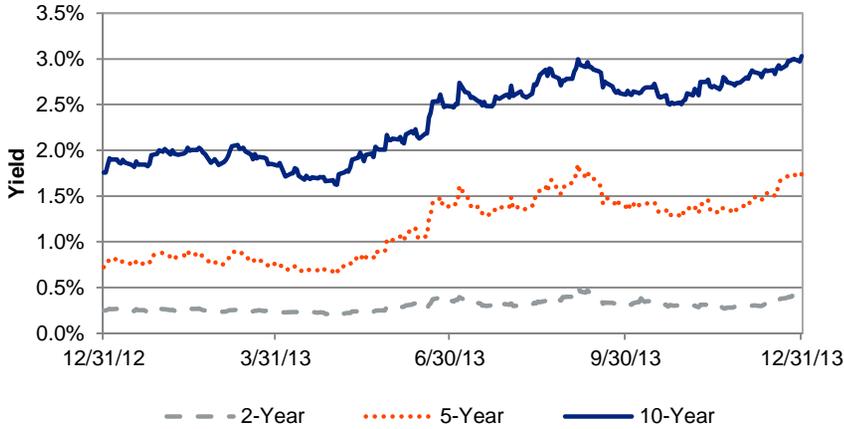
3. Some recent economic data has not been released due to the U.S. Government shutdown

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

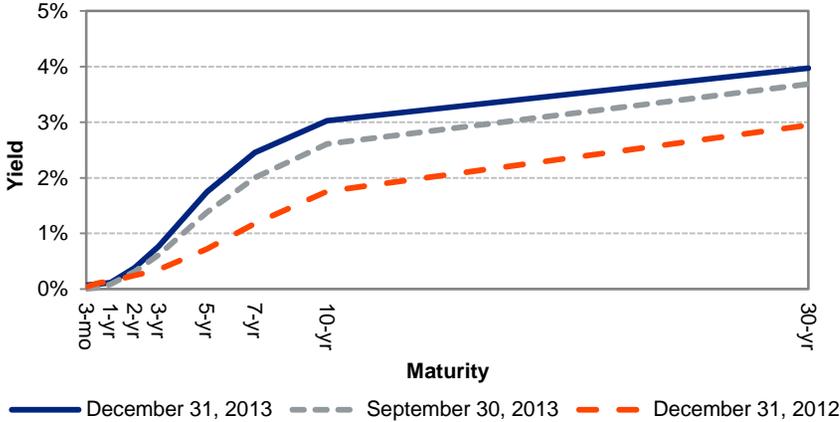
Source: Bloomberg

Investment Rate Overview

U.S. Treasury Note Yields



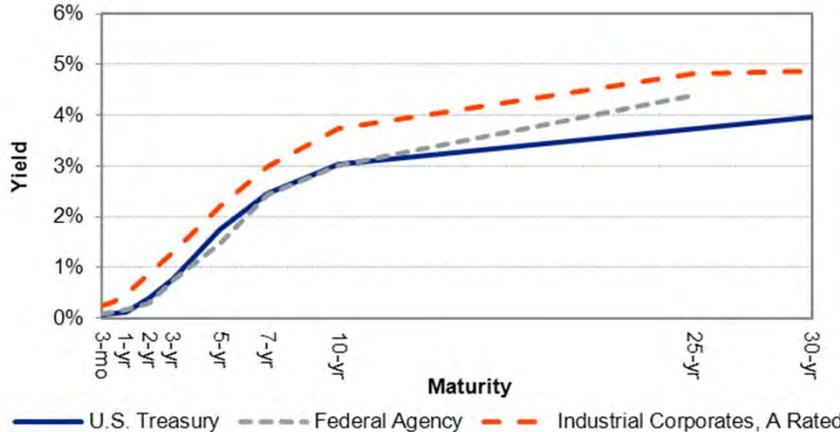
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	12/31/13	9/30/13	Change over Quarter	12/31/12	Change over Year
3-month	0.07%	0.01%	+0.06%	0.04%	+0.03%
1-year	0.14%	0.11%	+0.03%	0.14%	+0.00%
2-year	0.36%	0.32%	+0.04%	0.27%	+0.09%
5-year	1.76%	1.39%	+0.37%	0.74%	+1.02%
10-year	3.11%	2.67%	+0.44%	1.81%	+1.30%
30-year	3.97%	3.68%	+0.29%	2.94%	+1.03%

Yield Curves as of 12/31/13



Source: Bloomberg

BofA Merrill Lynch Index Returns

	As of 12/31/2013		Returns for Periods ended 12/31/2013		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.91	0.40%	0.06%	0.36%	0.78%
Federal Agency	1.77	0.49%	0.15%	0.42%	0.93%
U.S. Corporates, A-AAA rated	1.85	0.91%	0.46%	1.41%	2.34%
Agency MBS (0 to 3 years)	1.80	1.06%	0.82%	0.85%	1.87%
Municipals	1.81	0.59%	0.34%	1.07%	1.49%
1-5 Year Indices					
U.S. Treasury	2.70	0.76%	(0.11%)	(0.19%)	1.35%
Federal Agency	2.48	0.83%	0.11%	0.03%	1.28%
U.S. Corporates, A-AAA rated	2.76	1.46%	0.52%	1.14%	3.16%
Agency MBS (0 to 5 years)	3.42	2.55%	0.49%	0.00%	2.51%
Municipals	2.55	0.93%	0.55%	1.24%	2.17%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	5.61	1.64%	(0.92%)	(3.35%)	2.72%
Federal Agency	3.97	1.47%	(0.20%)	(1.79%)	1.93%
U.S. Corporates, A-AAA rated	6.40	2.86%	0.63%	(1.87%)	4.70%
Agency MBS (0 to 30 Years)	5.57	3.18%	(0.47%)	(1.39%)	2.40%
Municipals	8.09	3.50%	0.37%	(2.89%)	5.01%

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

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

Source: Bloomberg

Disclosures

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

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TAB II

Executive Summary

PORTFOLIO STRATEGY

- The City's Pooled Funds and Long Term Pooled Fund Portfolios are of high credit quality and invested in TexPool, U.S. Treasury, Federal Agency, and high quality commercial paper securities.
- The Long Term Pooled Fund Portfolio's quarterly total return performance was 0.15%, outperforming the benchmark's performance of 0.06% by 0.09%. Over the past year, the Portfolio earned 0.33%, versus 0.36% for the benchmark.
- The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end the portfolio had a Yield to Maturity at Cost of 0.26%, exceeding the Yield of its benchmark the TexPool by 22 basis points (0.22%).
- Our investment strategy, for the Long Term Pooled Fund Portfolio, was based on the view that interest rates would eventually rise in anticipation of a tapering of the Federal Reserve's large scale bond purchase program, after being surprised by no such action in Q3. We expected that growth in the U.S. economy would be sufficient to support such a move in late 2013 or early 2014. The key pillars of our strategy for Q4 included:
 - Maintaining a defensive posture, positioning portfolio durations shorter than benchmarks,
 - Generally cautious toward investments with optionality, that could underperform if rates spiked, and make duration management – a key part of our strategy – more difficult,
 - Maintaining a more laddered maturity distribution, in recognition of the potential for the yield curve to steepen, and
 - Carefully monitoring yield spreads, which caused some sectors and maturities to narrow to a point where it no longer made sense to hold them.
- Yields drifted modestly lower in October and November, then jumped sharply in anticipation of the Fed's tapering of bond purchases. Longer-term yields ended the quarter near their highs for the year. Our shorter duration strategy was the right one, but the magnitude of the yield increases in December dampened all fixed-income returns for the quarter.
- Agency yield spreads continued to contract from already record tight levels. At the beginning of Q4, value could still be found in Agency bonds maturing in 3 years, but by the end of quarter, yield spreads on Agencies 3 years and shorter were close to zero. Additionally, average daily trading volume of Agency debt declined by 32% in 2013 compared to 2012, creating something of a scarcity premium that decreased the sector's relative value.
- It is our expectation that the sources of excess return in 2014 will differ from those that drove relative performance in 2013. If rates rise as the Fed withdraws its extraordinary monetary stimulus, negative returns on longer maturities may become unavoidable for short periods. After the adjustment, portfolios will be in a much better position to generate higher earnings going forward. Active duration management will be a critical aspect of our strategy in early 2014 to mitigate the effects of rate normalization and to maximize relative performance. This will be balanced, however, by recognizing the enhanced earnings potential imbedded in a steepest yield curve.
- As always, we strive to maintain safety of principal and appropriate liquidity, while maximizing value through careful, prudent management. Our strategy will remain flexible and may change in response to changes in interest rates, economic data, market outlook or specific opportunities that arise.

City of Rowlett, Texas

Investment Report - Quarter Ended December 31, 2013

Summary Portfolio Statistics

Amortized Cost and Market Value Account Name	Amortized Cost ^{1,2,3}	Amortized Cost ^{1,2,3}	Market Value ^{1,2,3}	Market Value ^{1,2,3}	Duration (Years)
	December 31, 2013	September 30, 2013	December 31, 2013	September 30, 2013	December 31, 2013
Pooled Funds	\$7,195,493.33	\$11,993,962.32	\$7,196,481.60	\$11,995,814.40	0.210
Long Term Pooled Fund	18,663,107.10	18,646,275.66	18,672,814.10	18,657,678.74	1.670
TexPool	12,548,319.39	9,138,112.88	12,548,319.39	9,138,112.88	0.003
Total	\$38,406,919.82	\$39,778,350.86	\$38,417,615.09	\$39,791,606.02	0.852

Yields Account Name	Yield to Maturity on Cost ⁴	Yield to Maturity on Cost ⁴	Yield to Maturity at Market	Yield to Maturity at Market	Duration (Years)
	December 31, 2013	September 30, 2013	December 31, 2013	September 30, 2013	September 30, 2013
Pooled Funds	0.26%	0.24%	0.14%	0.15%	0.210
Long Term Pooled Fund	0.57%	0.57%	0.39%	0.35%	1.350
TexPool ⁵	0.04%	0.04%	0.04%	0.04%	0.003
Weighted Average YTM	0.34%	0.35%	0.23%	0.22%	0.697

Monthly Interest earnings YTD^{6,7}

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

Total Fiscal Year Net Earnings \$27,723.54

Notes:

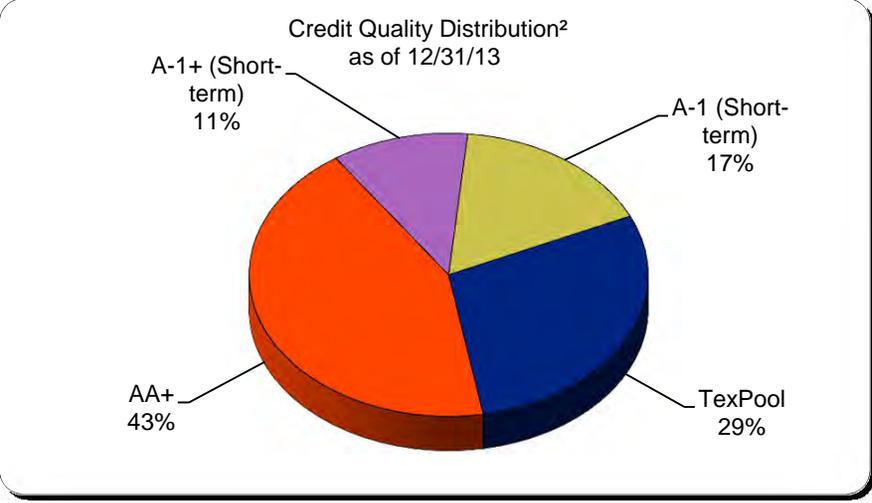
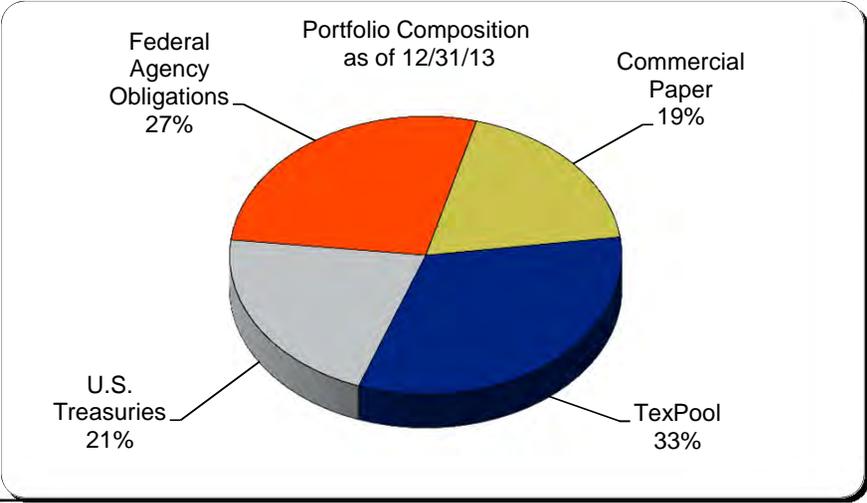
1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative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

Summary Portfolio Amortized Cost and Market Value Analysis

MONEY MARKET FUNDS					3/31/2013	3/31/2013	3/31/2013	6/30/2013	6/30/2013	6/30/2013	CHANGE IN
CUSIP	DESCRIPTION	PAR	COUPON	MATURITY DATE	ACCRUED INTEREST	AMORTIZED COST	MARKET VALUE	ACCRUED INTEREST	AMORTIZED COST	MARKET VALUE	MARKET VALUE
TEXPOOL	TEXPOOL				0.00	9,138,112.88	9,138,112.88	0.00	12,548,319.39	12,548,319.39	37.32%
					\$0.00	\$9,138,112.88	\$9,138,112.88	\$0.00	\$12,548,319.39	\$12,548,319.39	37.32%
TOTAL					\$0.00	\$9,138,112.88	\$9,138,112.88	\$0.00	\$12,548,319.39	\$12,548,319.39	37.32%
POOLED FUNDS											
COMMERCIAL PAPER											
0556N0XA8	FNMA GLOBAL NOTES	2,400,000	0.000	10/10/13	\$0.00	\$2,399,850.00	\$2,399,918.40	\$0.00	\$0.00	\$0.00	0.00%
90262CY76	FHLB GLOBAL BONDS	2,400,000	0.000	11/07/13	0.00	2,399,469.67	2,399,659.20	0.00	0.00	0.00	0.00%
06538BZA4	FHLB GLOBAL BENCHMARK NOTES	2,400,000	0.000	12/10/13	0.00	2,398,786.66	2,399,085.60	0.00	0.00	0.00	0.00%
0556N1FA6	BNP PARIBAS FINANCE INC COMM PAPER	2,400,000	0.000	06/10/14	0.00	0.00	0.00	0.00	2,396,693.33	2,396,877.60	0.00%
36959JA60	FHLMC NOTES	2,400,000	0.000	01/06/14	0.00	2,398,577.33	2,399,359.20	0.00	2,399,926.66	2,399,983.20	0.03%
89233HC77	FREDDIE MAC GLOBAL NOTES	2,400,000	0.000	03/07/14	0.00	2,397,278.66	2,397,792.00	0.00	2,398,873.34	2,399,620.80	0.08%
		\$14,400,000			\$0.00	\$11,993,962.32	\$11,995,814.40	\$0.00	\$7,195,493.33	\$7,196,481.60	-40.01%
TOTAL		\$14,400,000			\$0.00	\$11,993,962.32	\$11,995,814.40	\$0.00	\$7,195,493.33	\$7,196,481.60	-40.008%
LONG TERM POOLED FUND											
FED AGY BOND/NOTE											
3137EACZ0	FREDDIE MAC GLOBAL NOTES	2,000,000	0.375	11/27/13	\$2,583.33	\$1,999,788.76	\$2,000,918.00	\$0.00	\$0.00	\$0.00	0.00%
31398AVD1	FNMA GLOBAL NOTES	1,500,000	2.750	02/05/14	6,416.67	1,512,561.75	1,513,789.50	16,729.17	1,503,444.35	1,503,600.00	-0.67%
3135G0NP4	FANNIE MAE (CALLABLE) GLOBAL NOTES	2,500,000	0.500	08/20/15	1,423.61	2,499,054.28	2,501,242.50	0.00	0.00	0.00	0.00%
3135G0VA8	FANNIE MAE GLOBAL NOTES	1,000,000	0.500	03/30/16	13.89	1,002,377.14	997,554.00	1,263.89	1,002,140.12	998,925.00	0.14%
3135G0VA8	FANNIE MAE GLOBAL NOTES	2,000,000	0.500	03/30/16	27.78	1,998,689.38	1,995,108.00	2,527.78	1,998,819.90	1,997,850.00	0.14%
3137EADQ9	FREDDIE MAC GLOBAL NOTES	2,000,000	0.500	05/13/16	3,833.33	1,998,307.38	1,994,818.00	1,333.33	1,998,468.28	1,997,580.00	0.14%
3133834R9	FEDERAL HOME LOAN BANK GLOBAL NO	2,000,000	0.375	06/24/16	2,020.83	1,989,436.20	1,989,462.00	145.83	1,990,396.06	1,993,214.00	0.19%
3137EADS5	FHLMC NOTES	2,000,000	0.009	10/14/16	0.00	0.00	0.00	3,743.06	2,003,333.60	2,006,918.00	0.00%
		\$15,000,000			\$16,319.44	\$13,000,214.89	\$12,992,892.00	\$25,743.06	\$10,496,602.31	\$10,498,087.00	-19.20%
US TSY BOND/NOTE											
912828PZ7	US TREASURY NOTES	2,500,000	1.250	3/15/2014	\$1,381.22	\$2,499,770.58	\$2,513,575.00	\$9,323.20	\$2,499,898.50	\$2,505,860.00	-0.31%
912828RZ5	US TREASURY NOTES	1,510,000	0.250	1/15/2015	800.14	1,508,892.14	1,511,416.38	1,743.89	1,509,106.79	1,511,238.20	-0.01%
912828NP1	US TREASURY NOTES	1,575,000	1.750	7/31/2015	4,643.68	1,614,253.57	1,616,650.88	11,534.31	1,608,912.30	1,611,729.00	-0.30%
912828WB2	US TREASURY NOTES	2,500,000	0.003	10/31/2015	0.00	0.00	0.00	1,070.44	2,499,172.30	2,496,485.00	0.00%
		\$8,085,000			\$6,825.04	\$5,622,916.29	\$5,641,642.26	\$23,671.84	\$8,117,089.89	\$8,125,312.20	44.02%
TOTAL		\$23,085,000			\$23,144.48	\$18,623,131.18	\$18,634,534.26	\$49,414.90	\$18,613,692.20	\$18,623,399.20	-0.060%
TOTAL PORTFOLIO		\$37,485,000			\$23,144.48	\$39,755,206.38	\$39,768,461.54	\$49,414.90	\$38,357,504.92	\$38,368,200.19	-3.52%

Summary Portfolio Composition and Credit Quality Characteristics

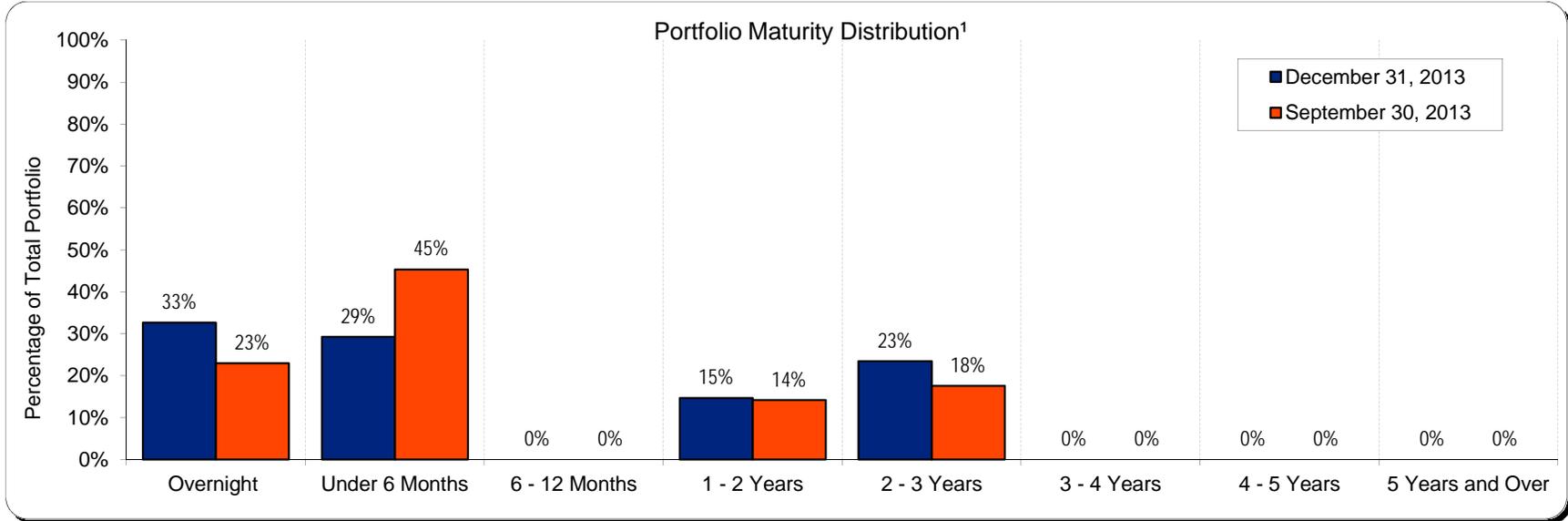
<u>Security Type¹</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>	<u>September 30, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$8,148,984.04	21.2%	\$5,648,467.30	4.4%
Federal Agencies	10,523,830.06	27.4%	13,009,211.44	49.1%
Commercial Paper	7,196,481.60	18.7%	11,995,814.40	0.0%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	0.00	0.0%	0.00	0.0%
Corporate Notes/Bonds	0.00	0.0%	0.00	0.0%
Mortgage Backed	0.00	0.00%	0.00	0.0%
TexPool	12,548,319.39	32.7%	9,138,112.88	46.5%
Totals	\$38,417,615.09	100.0%	\$39,791,606.02	100.0%



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

Summary Portfolio Maturity Distribution

<u>Maturity Distribution¹</u>	<u>December 31, 2013</u>	<u>September 30, 2013</u>
Overnight (Money Market Fund)	\$12,548,319.39	\$9,138,112.88
Under 6 Months	11,231,993.97	18,034,478.12
6 - 12 Months	0.00	0.00
1 - 2 Years	5,633,800.84	5,636,177.19
2 - 3 Years	9,003,500.89	6,982,837.83
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
Totals	\$38,417,615.09	\$39,791,606.02



Notes:

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

Summary Portfolio General Ledger Entries¹

Earnings Calculation		Market Value Basis	Source Document
10/31/2013			
October Market Value		39,847,029.76	1 Account Summary Page
October Accrued Interest		33,890.99	2 Account Summary Page
Less (Purchases & Deposits)		(4,453,962.95)	3 Security Transactions & Interest
Less Purchased Interest		(2,625.00)	4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		4,400,560.00	5 Security Transactions & Interest
Add Interest Receipts		6,001.70	6 Security Transactions & Interest
Less September Market Value		(39,768,461.54)	7 Account Summary Page
Less September Accrued Interest		(23,144.48)	8 Account Summary Page
Earnings		39,288.48	

Change in Investment Market Value	78,568.22	(1 - 7)
Change in Accrued Interest	10,746.51	(2 - 8)
Change in Cash	(50,026.25)	(sum 3 thru 6)

Investment Entries			
<i>To Record Investment Activity</i>	Debit	Credit	Source Document
Cash		53,402.95	Security Transactions & Interest
Investments	78,568.22		Amortization/Accretion
Investment Income		25,165.27	Earnings
To record investment income/changes			
Cash	3,376.70		Security Transactions & Interest
Accrued Interest	10,746.51		Accrued Interest Difference
Investment Income		14,123.21	Earnings
To record interest income/changes			

Notes:

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

Summary Portfolio General Ledger Entries¹

Earnings Calculation		Market Value Basis	Source Document
11/30/2013			
November Market Value		37,974,939.48	1 Account Summary Page
November Accrued Interest		39,709.55	2 Account Summary Page
Less (Purchases & Deposits)		(3,026,350.08)	3 Security Transactions & Interest
Less Purchased Interest		(362.57)	4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		4,900,000.00	5 Security Transactions & Interest
Add Interest Receipts		8,563.91	6 Security Transactions & Interest
Less October Market Value		(39,847,441.19)	7 Account Summary Page
Less October Accrued Interest		(33,890.99)	8 Account Summary Page
Earnings		15,168.11	
Change in Investment Market Value		-1,872,501.71	(1 - 7)
Change in Accrued Interest		5,818.56	(2 - 8)
Change in Cash		1,881,851.26	(sum 3 thru 6)
Investment Entries			
<i>To Record Investment Activity</i>			
	Debit	Credit	Source Document
Cash	1,873,649.92		Security Transactions & Interest
Investments		1,872,501.71	Amortization/Accretion
Investment Income		1,148.21	Earnings
To record investment income/changes			
Cash	8,201.34		Security Transactions & Interest
Accrued Interest	5,818.56		Accrued Interest Difference
Investment Income		14,019.90	Earnings
To record interest income/changes			

Notes:

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

Summary Portfolio General Ledger Entries¹

Earnings Calculation		Market Value Basis	Source Document
12/31/2013			
December Market Value		38,367,809.45	1 Account Summary Page
December Accrued Interest		49,414.90	2 Account Summary Page
Less (Purchases & Deposits)		(2,827,612.16)	3 Security Transactions & Interest
Less Purchased Interest			4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		2,400,000.00	5 Security Transactions & Interest
Add Interest Receipts		4,140.74	6 Security Transactions & Interest
Less November Market Value		(37,975,378.39)	7 Account Summary Page
Less November Accrued Interest		(39,709.55)	8 Account Summary Page
Earnings		(21,335.01)	
Change in Investment Market Value		392,431.06	(1 - 7)
Change in Accrued Interest		9,705.35	(2 - 8)
Change in Cash		(423,471.42)	(sum 3 thru 6)
Investment Entries			
<i>To Record Investment Activity</i>			
	Debit	Credit	Source Document
Cash		427,612.16	Security Transactions & Interest
Investments	392,431.06		Amortization/Accretion
Investment Income	35,181.10		Earnings
To record investment income/changes			
Cash	4,140.74		Security Transactions & Interest
Accrued Interest	9,705.35		Accrued Interest Difference
Investment Income		13,846.09	Earnings
To record interest income/changes			

Notes:

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

City of Rowlett, Texas

Investment Report - Quarter Ended December 31, 2013

Pooled Funds Portfolio Statistics

<u>Account Name</u>	<u>Amortized Cost^{1,2,3} December 31, 2013</u>	<u>Amortized Cost^{1,2,3} September 30, 2013</u>	<u>Market Value^{1,2,3} December 31, 2013</u>	<u>Market Value^{1,2,3} September 30, 2013</u>	<u>Duration (Years) December 31, 2013</u>
Pooled Funds	\$7,195,493.33	\$11,993,962.32	\$7,196,481.60	\$11,995,814.40	0.210

<u>Account Name</u>	<u>Yield to Maturity on Cost⁴ December 31, 2013</u>	<u>Yield to Maturity on Cost⁴ September 30, 2013</u>	<u>Yield to Maturity at Market December 31, 2013</u>	<u>Yield to Maturity at Market September 30, 2013</u>	<u>Duration (Years) September 30, 2013</u>
Pooled Funds	0.26%	0.24%	0.14%	0.15%	0.210

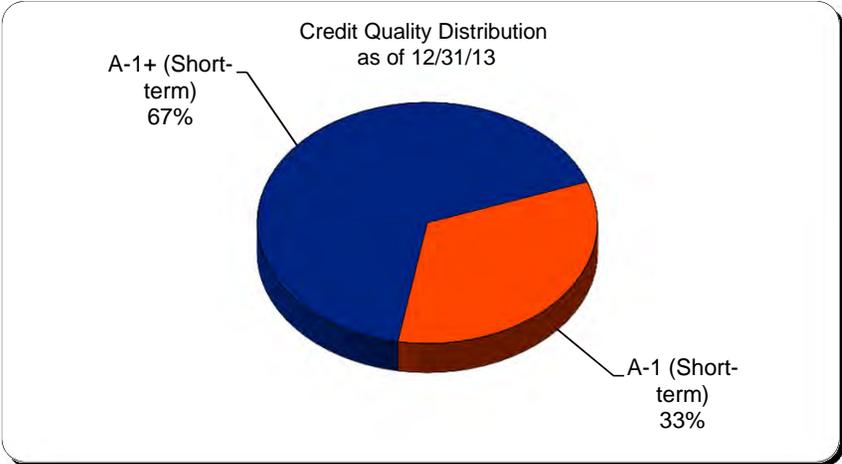
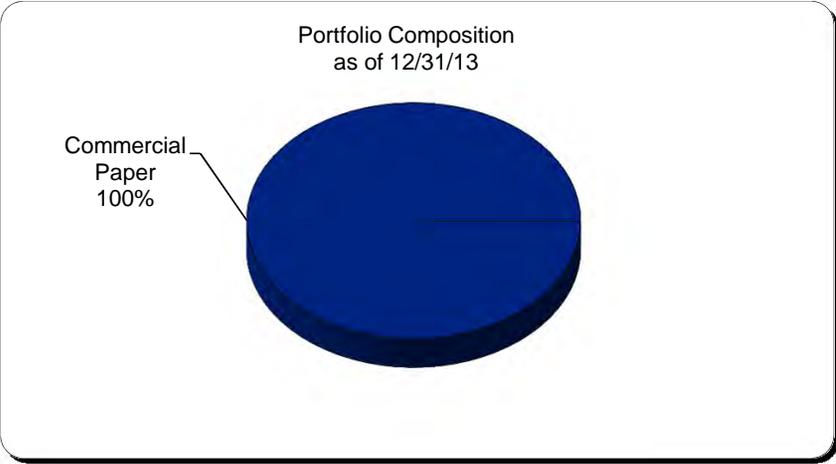
<u>Benchmarks⁵</u>	<u>December 31, 2013</u>	<u>September 30, 2013</u>
TexPool ⁶	0.04%	0.04%

Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. Yields presented on an annualized basis as of December 31, 2013.
6. TexPool yield is obtained from www.texpool.com.

Pooled Funds Portfolio Composition and Credit Quality Characteristics

<u>Security Type¹</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>	<u>September 30, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$0.00	0.00%	\$0.00	0.00%
Federal Agencies	0.00	0.00%	0.00	0.00%
Commercial Paper	7,196,481.60	100.00%	11,995,814.40	100.00%
Commercial Paper - TLGP	0.00	0.00%	0.00	0.00%
Certificates of Deposit	0.00	0.00%	0.00	0.00%
Bankers Acceptances	0.00	0.00%	0.00	0.00%
Repurchase Agreements	0.00	0.00%	0.00	0.00%
Municipal Obligations	0.00	0.00%	0.00	0.00%
Corporate Notes/Bonds	0.00	0.00%	0.00	0.00%
Mortgage Backed	0.00	0.00%	0.00	0.00%
Money Market Fund/Cash	0.00	0.00%	0.00	0.00%
Totals	\$7,196,481.60	100.00%	\$11,995,814.40	100.00%

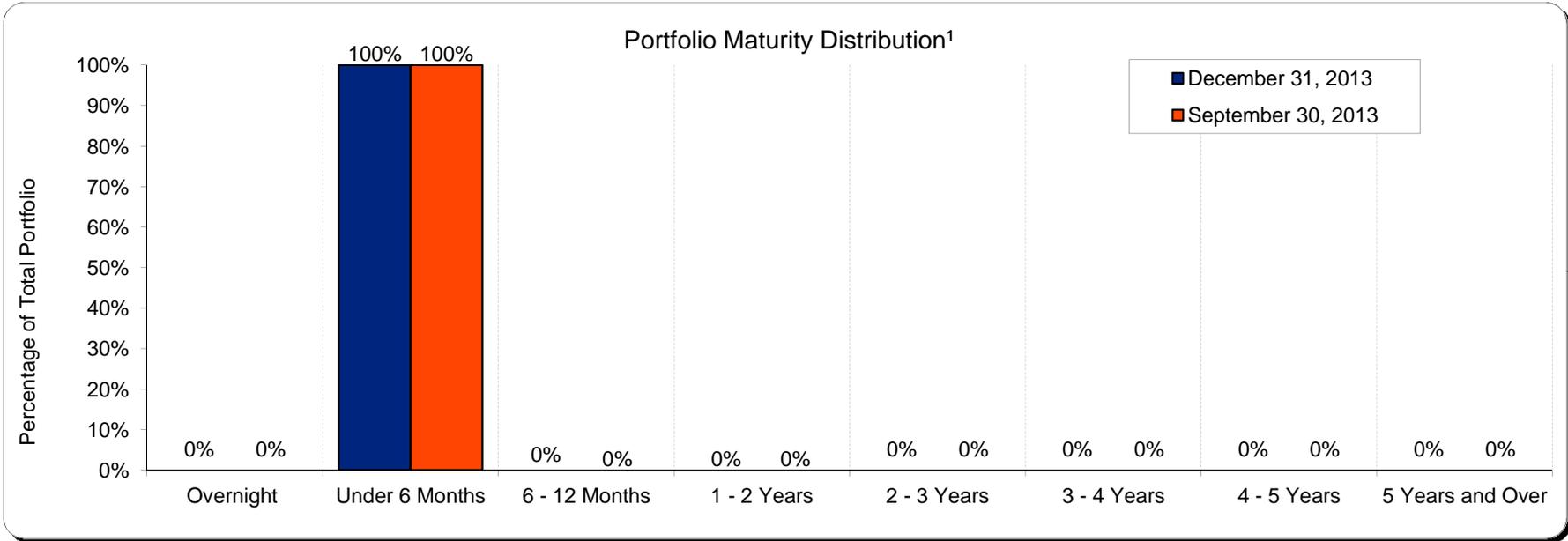


Notes:

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

Pooled Funds Portfolio Maturity Distribution

<u>Maturity Distribution¹</u>	<u>December 31, 2013</u>	<u>September 30, 2013</u>
Overnight (Money Market Fund)	\$0.00	\$0.00
Under 6 Months	7,196,481.60	11,995,814.40
6 - 12 Months	0.00	0.00
1 - 2 Years	0.00	0.00
2 - 3 Years	0.00	0.00
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
Totals	\$7,196,481.60	\$11,995,814.40



Notes:

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

Long Term Pooled Fund Portfolio Performance

Total Portfolio Value ¹	December 31, 2013	September 30, 2013
Market Value	\$18,672,814.10	\$18,657,678.74
Amortized Cost	\$18,663,107.10	\$18,646,275.66

Total Return ^{2,3,4,5}	Quarterly Return December 31, 2013	Last 6 Months	Last 12 Months	Last 2 Years	Last 5 Years	Since Inception June 30, 2006
Long Term Pooled Fund	0.15%	0.43%	0.33%	0.43%	1.17%	2.88%
Merrill Lynch 1-3 Year U.S. Treasury Note Index	0.06%	0.35%	0.36%	0.40%	1.09%	2.94%

Effective Duration(Years) ^{4,5}	December 31, 2013	September 30, 2013	Yields	December 31, 2013	September 30, 2013
Long Term Pooled Fund	1.67	1.53	Yield at Market	0.35%	0.45%
Merrill Lynch 1-3 Year U.S. Treasury Note Index	1.83	1.82	Yield at Cost	0.57%	0.57%
Portfolio Duration % of Benchmark Duration	91%	84%			

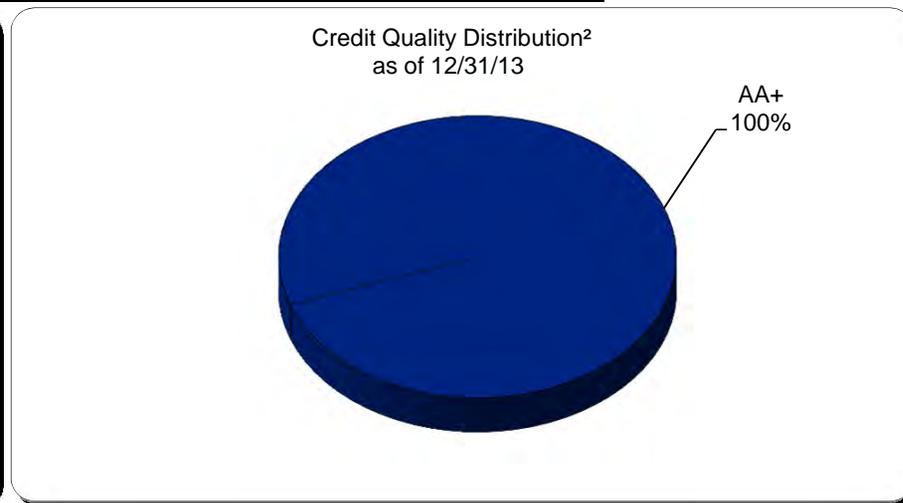
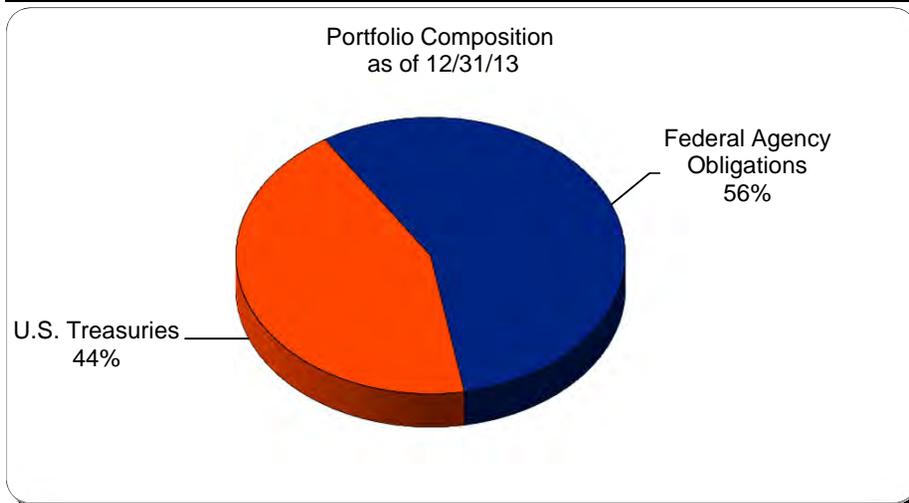


Notes:

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

Long Term Pooled Fund Portfolio Composition and Credit Quality Characteristics

<u>Security Type¹</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>	<u>September 30, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$8,148,984.04	43.6%	\$5,648,467.30	30.3%
Federal Agencies	10,523,830.06	56.4%	13,009,211.44	69.7%
Commercial Paper	0.00	0.0%	0.00	0.0%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	0.00	0.0%	0.00	0.0%
Corporate Notes/Bonds	0.00	0.0%	0.00	0.0%
Mortgage Backed	0.00	0.0%	0.00	0.0%
Money Market Fund/Cash	0.00	0.0%	0.00	0.0%
Totals	\$18,672,814.10	100.0%	\$18,657,678.74	100.0%

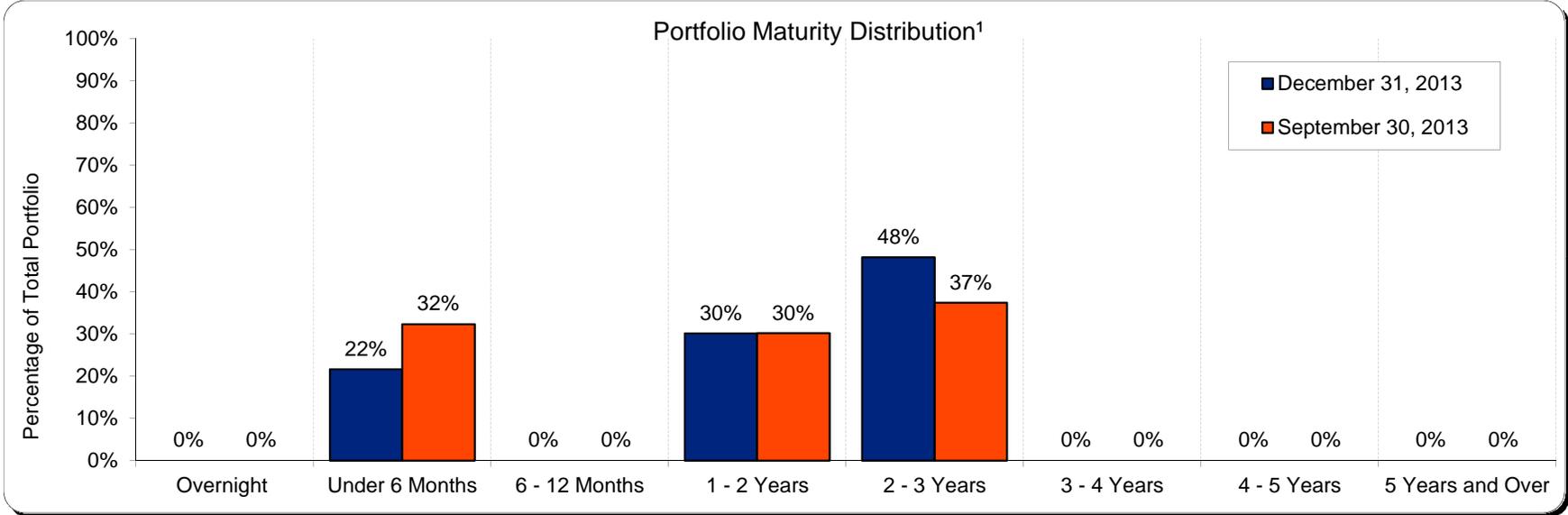


Notes:

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

Long Term Pooled Fund Portfolio Maturity Distribution

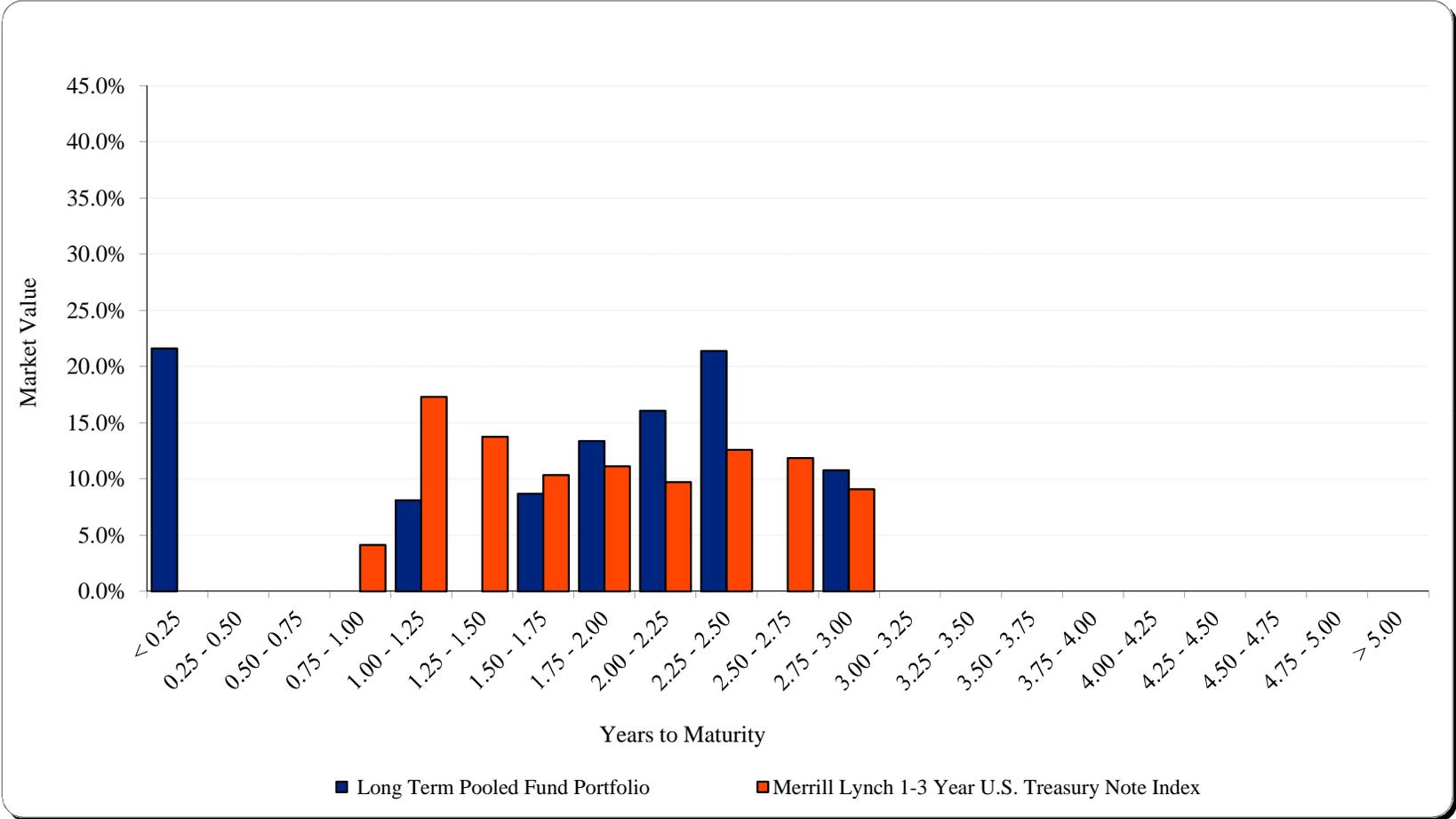
<u>Maturity Distribution¹</u>	<u>December 31, 2013</u>	<u>September 30, 2013</u>
Overnight (Money Market Fund)	\$0.00	\$0.00
Under 6 Months	4,035,512.37	6,038,663.72
6 - 12 Months	0.00	0.00
1 - 2 Years	5,633,800.84	5,636,177.19
2 - 3 Years	9,003,500.89	6,982,837.83
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
Totals	\$18,672,814.10	\$18,657,678.74



Notes:

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

Long Term Pooled Fund Portfolio Maturity Distribution versus the Benchmark¹

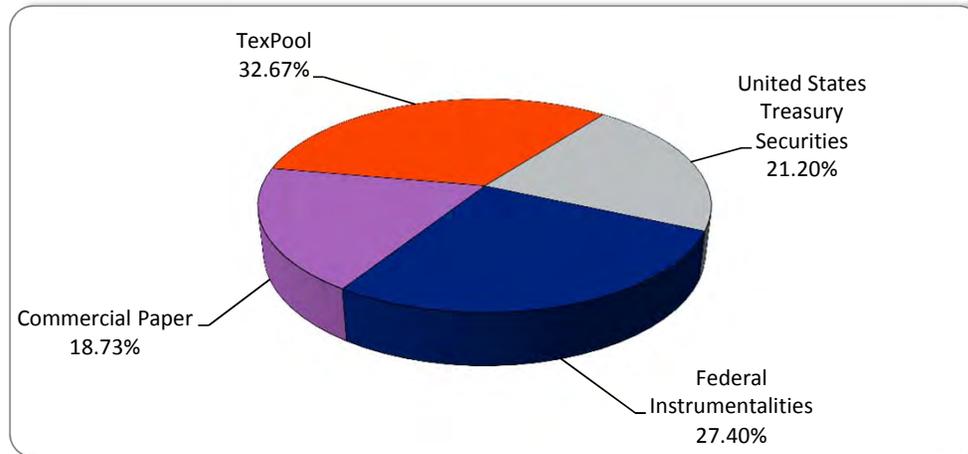


Notes:

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

City of Rowlett, Texas

Asset Allocation as of December 31, 2013*



Security Type ¹	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
TexStar	-	0.00%		100%	YES
TexPool	12,548,319.39	32.67%		100%	YES
United States Treasury Securities	8,140,761.73	21.20%		100%	YES
United States Government Agency Securities	-	0.00%		100%	YES
Federal Instrumentalities	10,522,345.37	27.40%	2	100%	YES
Mortgage-Backed Securities	-	0.00%	2	40%	YES
Certificates of Deposit	-	0.00%		20%	YES
Repurchase Agreements	-	0.00%		20%	YES
Commercial Paper	7,195,493.33	18.73%		25%	YES
Corporate Notes TLGP - FDIC Insured	-	0.00%		50%	YES
Bankers' Acceptances	-	0.00%		25%	YES
State and/or Local Government Debt	-	0.00%		25%	YES
Fixed Income Money Market Mutual Funds	-	0.00%		50%	YES
Intergovernmental Investment Pool	-	0.00%		100%	YES

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 100%. The combined total as of December 31, 2013 is 27.40%.
3. Since July the overall investment balance has dropped \$8.8 million. This was spent to meet liquidity needs. The General Electric and Toyota commercial paper securities were purchased in June and were in compliance at the time of purchase.
4. The BNP Paribas Finance Inc. commercial paper security was purchased in December and is out of compliance. In January, the City received tax receipts which brought this allocation into compliance with the Investment Policy.

City of Rowlett, Texas

Asset Allocation as of December 31, 2013*

Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		40%	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		40%	YES
Federal Home Loan Bank (FHLB)	1,990,541.89	5.18%		40%	YES
Federal National Mortgage Association (FNMA)	4,524,925.21	11.78%		40%	YES
Federal Home Loan Mortgage Corporation (FHLMC)	4,006,878.27	10.43%		40%	YES
General Electric Commercial Paper	2,399,926.66	6.25%	3	5%	NO
Toyota Commercial Paper	2,398,873.34	6.25%	3	5%	NO
BNP Paribas Finance Inc. Commercial Paper	2,396,693.33	6.24%	4	5%	NO

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 100%. The combined total as of December 31, 2013 is 27.40%.
3. Since July the overall investment balance has dropped \$8.8 million. This was spent to meet liquidity needs. The General Electric and Toyota commercial paper securities were purchased in June and were in compliance at the time of purchase.
4. The BNP Paribas Finance Inc. commercial paper security was purchased in December and is out of compliance. In January, the City received tax receipts which brought this allocation into compliance with the Investment Policy.

Investment Officer's Certification

This report is prepared for City of Rowlett (the "City") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report which covers the month ended December 31, 2013, is signed by the City's investment officers and includes the disclosures required in the PFIA.

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

Brian Funderburk, Assistant City Manager

Alan Guard, Director of Financial Services

TAB III

Insert Month End Statement here to complete the report.

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

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

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

TAB IV



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

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

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7A

TITLE

Consider action to approve minutes from the February 4, 2014, City Council Meeting.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

Section 551.021 of the Government Code provides as follows:

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

BACKGROUND INFORMATION

N/A

DISCUSSION

N/A

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Move to approve, amend or correct the minutes from the February 4, 2014, City Council Meeting.

ATTACHMENT

02-04-14 City Council Meeting minutes



City of Rowlett

Meeting Minutes

City Council

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

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

Tuesday, February 4, 2014

6:00 P.M.

Municipal Building – 4000 Main Street

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

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

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

1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:05 p.m.

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

- 2A.** The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the request of financial or other partnerships pertaining to an Economic Development Program Agreement with the Rowlett Chamber Foundation on property located at 3840, 3913, 4017 and 4025 Main Street. (45 minutes).

Council immediately convened in Executive Session at 6:05 p.m. Out at 6:36 p.m.

3. WORK SESSION ITEMS (6:45 P.M.)*

- 3A.** Discuss an ordinance amending the Master Fee Schedule relative to ambulance service charges in the City of Rowlett. (30 minutes)

Fire Chief Neil Howard presented background information regarding the current ambulance service fees along with Chris Turner with Emergicon, the City's ambulance billing provider.

Council discussion regarding the level of subsidy for this service, amounts reimbursed by insurance companies, raising rates in line with market versus covering costs. It was the consensus of Council to examine data and fees related to decreasing the level of subsidy to as

little as possible and market costs.

4. DISCUSS CONSENT AGENDA ITEMS

Mayor Pro Tem Kilgore requested that item 7C on the Consent Agenda be removed for individual consideration.

Break at 7:17 p.m.

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

Reconvene at 7:30 p.m.

INVOCATION – Shane Pruitt, Connection Community Church

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Receive the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2013, which includes the independent auditors' report.

Jerry Gaither, Weaver & Tidwell, provided background information on the process of the audit and what items the auditors review. Mr. Funderburk thanked Wendy Badgett, Accounting Manager and her staff for their work with the auditors and was pleased with the third straight year of no findings.

- 5B.** Hear presentation of the Monthly Financial report for the period ending December 31, 2013.

Alan Guard, Director of Financial and Information Services, provided the report. Council discussion regarding property tax revenues, water usage expense, Police seizure funds, and expenditures for the winter ice event.

- 5C.** Presenting a Certificate of Accomplishment/Recognition to Suzan Fulton, Tom Fulton, and Eric Fulton for the completion of the Fulton Building and Main Street Events in Downtown Rowlett.

Councilmembers Pankratz and Bobbitt presented the certificates.

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

Mayor Gottel announced the following: The upcoming City Council meetings are Tuesday, February 18th; Regular Meeting - 5:30pm in City Hall Conference Room, Tuesday, February 11th; Work Session starts at 6:00pm in Annex Conference Room. Planning and Zoning Commission meetings will be Tuesday, February 11th & 25th, 6pm in City Hall Conference Room. Special Joint Council/Planning and Zoning Commission meeting to review the North Shore Master Plan, Thursday, February 6th; 6:30pm in City Hall Conference Room. Last day to

register to vote in the May 10th election, Thursday, April 10th. Pick up a form at the City Secretary's Office. Remember, a photo ID is now required to vote in Texas. Pick up a City Council Candidate Guide starting January 29th and have it turned in by 5pm on February 28th. Joint Election will be on Saturday, May 10th. Council Places 1, 3 and 5 are on the ballot. Visit the Elections Page of Rowlett.com for more information or call City Secretary at 972-412-6115. Councilmember Qualifications: Be a qualified voter of the City of Rowlett. Be a resident of the City of Rowlett for no less than one year. Should not be in arrears in the payment of any taxes to the City of Rowlett. Waste Management is back to normal routes – started Monday, February 3rd. Stage 3 Water Restrictions – residents are allowed to water once every two weeks. The Animal Shelter will be providing a low-cost vaccine clinic Saturday, February 15th, 2-4pm. Pet Adoptathon Saturday, February 8th; 10am – 5pm. 4402 Industrial Street. All available pets will only be \$25 to adopt. Fee includes vaccinations, sterilization & micro-chip. Enroll NOW for the 33rd Session of Citizen's Police Academy free 11 week course. Begins Thursday, February 13th through Thursday, May 8th. Designed to help the citizen better understand what a police officer encounters while on duty. To enroll, fill out the application (download online) and submit in person at 4401 Rowlett Road. Contact Officer Caldwell at 972/412-6242 or ccaldwell@rowlett.com. CONNECT ROWLETT - New City to Citizen Notification Service puts residents in control of the information received and – how it's received! The City launched the new Emergency Notification system in January. Allows citizens to create their own account and register several physical addresses, land lines, wireless devices and email addresses to receive the information wanted. The new service, Connect Rowlett, also allows citizens to register any health conditions or special instructions for members of their household. More information and how to sign up is in the monthly newsletter and on the website in the upper left hand corner of the home page. Little Sweethearts Dance; Saturday, February 8th, 7-9pm @ RCC - Theme this year: The Rowlett Roundup – dress up in your finest western wear. \$40 per couple; \$15 for each additional daughter (includes keepsake photo & light refreshments). Special appearance this year – Miss Texas. Spring Athletic League Registration Now Open - Men's Basketball, Flag Football and Co-ed Volleyball, Girl's Spring Youth Volleyball. The Library has Valentine Crafts; Saturday, February 8th, 10:30am, Mad Hatter Tea Party; Saturday, February 8th, 2:00pm. Dress up as your favorite Wonderland character. Meet Alice and other zany occupants of Wonderland. One on One Tech Help every Friday @ the Library - Contact Phil Barott for reservations or information; 972-412-6161 or pbarrot@rowlett.com.

Councilmember Bobbitt reminded voters to double check that the name listed on their voter registration card matches their ID.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

- 7A.** Consider action to approve minutes from the January 14, 2014, City Council Special Meeting and the January 21, 2014 City Council Meeting.

This item was approved on the Consent Agenda.

- 7B.** Consider action to approve a resolution accepting and awarding the bid to Motorola in the amount of \$79,201.50 for the purchase of 19 P25 mobile radios through the interlocal cooperative purchasing agreement with Houston-Galveston Area Council (H-GAC).

This item was approved as RES-007-14 on the Consent Agenda.

- 7C.** Consider a resolution accepting a tree mitigation plan and related tree removal permit application for more than three trees associated with Barrett Motors. The subject property is 4.43 acres of land located along the south side of Century Drive, 500± feet west of Rowlett Road.

At the request of Mayor Pro Tem Kilgore, this item was removed for individual consideration.

Garrett Langford, Principal Planner, provided a brief overview of the request. Chris Lam, representative for the applicant explained the topography of the lot and the engineering and grading required for this project.

A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Dana-Bashian, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as RES-008-14.

- 7D.** Consider approving an Order calling the General Election for Saturday, May 10, 2014 to elect Councilmembers for Place One, Place Three and Place Five and any possible resulting run-off election to be held on Saturday, June 21, 2014.

This item was approved on the Consent Agenda.

Passed The Consent Agenda

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

8. ITEMS FOR INDIVIDUAL CONSIDERATION

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

No action taken.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 8:15 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 2/18/2014

AGENDA ITEM: 7B

TITLE

Consider action to approve a resolution awarding proposal #2013-21 and the contract for the purchase of an Enterprise Resource Planning System (ERP) from Tyler Technologies, Incorporated in the amount of \$833,245 and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said contract.

STAFF REPRESENTATIVE

Alan Guard, Director of Financial and Information Services
Allyson Wilson, Purchasing Agent

SUMMARY

In FY2010, the City began having conversations about our sustainability issues. While significant progress has been made toward a number of these issues, two sustainability items, public amenities and antiquated technology must now be addressed. Staff has been engaging the City Council in discussion addressing public amenities since this summer. The City Council was briefed on the sustainability issue specific to the state of our technology at the Council work session on April 2, 2013. At that time, Council reached consensus regarding the City's technology and made a significant commitment to invest in upgrading mission critical systems.

One aspect of the obsolete technology that has been discussed is the City's financial software. The City of Rowlett acquired the H.T.E. financial software from SunGard in 1996 and went "live" with it in 1997. While the software has received periodic updates, SunGard is discontinuing new sales of the H.T.E. product and will be systematically winding down support for the product over the next few years. In short, the product is at the end of its useful life. The software runs on an IBM AS400 that is also at the end of its useful life.

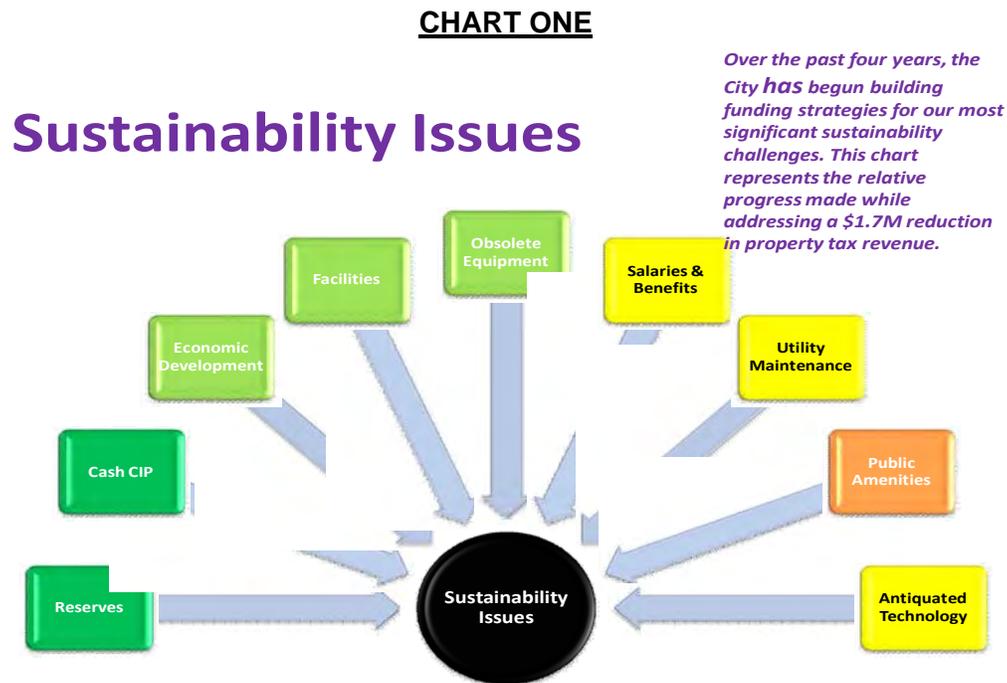
City Council has discussed the acquisition of new Enterprise Resource Planning software to replace the H.T.E. system at three separate meetings. Following the February 11, 2014, City Council work session, there was consensus among the Council to move forward with the purchase of the Munis product provided through Tyler Technologies of Falmouth, ME. This meeting can be viewed at www.rowlett.com at the following link

<http://rowlettx.swagit.com/player.php?refid=02122014-1>

BACKGROUND INFORMATION

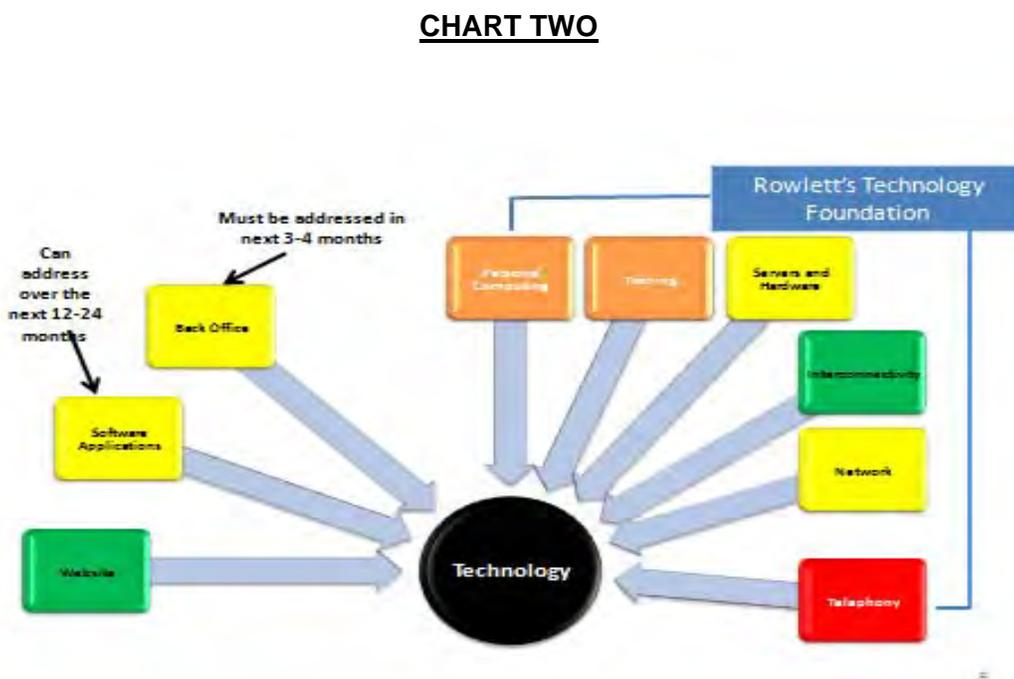
The City Council was briefed on the status of the City's technology at the work session on April 2, 2013, by Information Technology Consultant Chip Collins. The presentation included information from the sustainability presentation made to Council in FY2010 and provided a context for the need to make significant investments in both hardware and software. Because of funding limitations over the past 4-5 years, the City has been forced to be very strategic about where it allocates its investment and has further challenged the City in being fiscally sustainable.

Chart One below graphically illustrates the relative position of our sustainability challenges as of today, with green meaning strong progress has been made, yellow meaning some progress has been made, and orange/red meaning these issues still need to be addressed.



5

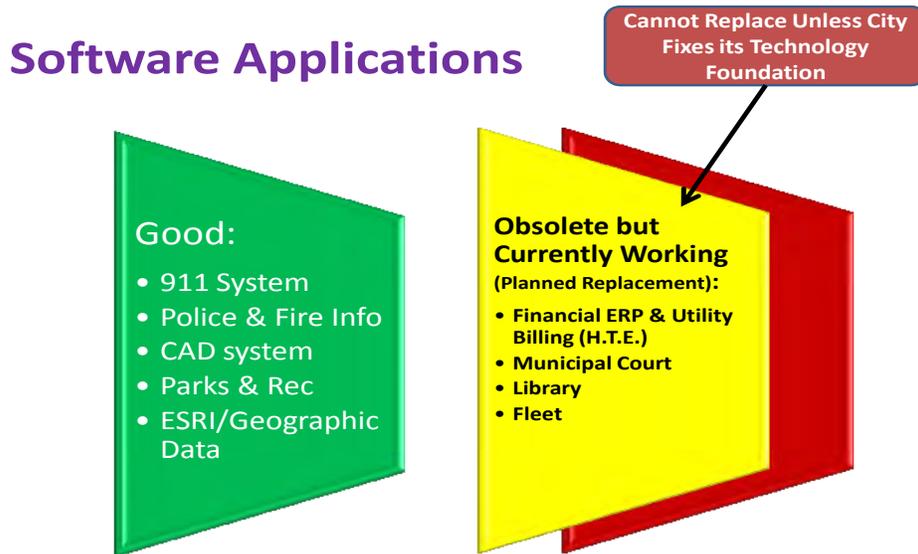
You can see from the above chart that Antiquated Technology is highlighted in yellow meaning it needs to be addressed, but we want to acknowledge that we have made significant progress with hardware. Chart 2 below is from the April presentation and describes the state of the technology components as evaluated by Mr. Collins. This also has been updated to reflect our progress.



Regarding the City's primary software systems, Mr. Collins provided the following analysis. His evaluation of the software included an assessment of how long the City had owned the

software, the version of the software currently installed versus the most current version available, and the maintenance and upgrade history of the software. He also took into consideration functionality issues as identified by users. Based on these criteria, he classified the City's main applications listed below as either "Good" or "Obsolete but Currently Working". Funding for purchasing of or lease payments for these have also been included in the FY2014 budget and 5-year financial model as noted in the table above.

CHART FOUR



18

Staff has presented information regarding this acquisition at three separate meetings: the December 17, 2013, City Council meeting; the January 14, 2014, City Council work session; and the February 11, 2014, City Council work session. Staff presented the information provided in this report and responded to questions and issues identified by the Council at the previous meetings. In addition, David Carll, a representative from Tyler Technologies, was present to respond to questions from the City Council. At the conclusion of the meeting on February 11th, the consensus of the Council was to bring the item forward on February 18th for Council consideration to award the contract to Tyler Technologies for the Munis product.

DISCUSSION

Goal:

The goal from the organizational work plan driving the acquisition of new software is to create an organization that embraces excellence through innovation by creating opportunities to improve efficiencies and effectiveness. The current software lacks functionality and has required staff to create and maintain multiple spreadsheets and other instruments for reporting and management purposes. This requires redundant entries that waste time and creates opportunities for errors. The Munis system being proposed is a sophisticated, robust software system with high functionality that will improve efficiency and effectiveness across the organization.

Objective Description:

The process for the purchase of an Enterprise Resource Planning System (ERP) began in FY2013. The objective was to research and evaluate new financial software in order to modernize the City's current core financial system to possibly include a web-based platform,

enhanced reporting, improved internal controls, to improve management of information to decentralize decision making, and to streamline business processes. In addition, the evaluation included a needs assessment and a review of business processes with each department/user group, which was used to compare with the functionality provided by the vendors in their proposals. The process has also included on-site demonstrations and site visits to other cities to gather input from current customers and view the software operating in real time. Through the evaluation process, approximately 50 employees have participated in some way. There is strong organizational support for this recommendation for the acquisition of the Munis product from Tyler Technologies.

Resource Allocation:

The FY2013 budget primarily consisted of staff time for research and evaluation. The acquisition of the software includes modules for the core financial system (i.e. accounting, budget, accounts payable/receivable, purchasing), utility billing and code enforcement and permits; data conversion; and implementation expenses (including training). The cost of the new software in FY2014 is estimated at \$833,245, which also includes the first year of maintenance at a discounted rate. It is recommended that the purchase be financed over seven years. The estimated annual payment will be \$131,000 with future annual maintenance costs of approximately \$100,000. \$175,000 is budgeted in FY2014 for the first year payment, and in subsequent fiscal year financial models. Maintenance expenses are also included at the appropriate level in the Information Technology budget and included in the five-year financial model.

Time Allocation:

A significant amount of staff time has been committed to this process. Key members of the Financial Services Department, along with key users in other departments, have spent an estimated 400 hours researching, evaluating, preparing/reviewing Requests for Proposal (RFP), attending demonstrations and making site visits in preparation for making a recommendation to the City Manager.

Starting in the first quarter of FY2013, Financial and Information Services Director Alan Guard sent a draft model RFP to Purchasing. A stakeholder list was compiled City-wide. An on-site demonstration was held with Tyler Technologies in January for their Munis product. A full suite of modules was presented during the all-day demonstration. In March, New World Technologies conducted a webinar demonstration of their suite of modules. These two demonstrations provided staff with an outline for the modules that would be requested.

In February, an ERP Kickoff Meeting for all stakeholders was held. The meeting presented the two year acquisition and implementation process for the Executive Team, Management Team and other key stakeholders. The presentation included a calendar of events, establishment of an executive steering committee, appointment of the project manager and a discussion of roles, responsibilities and expectations. In March, a series of meetings with key stakeholders were held to develop a vision statement for the project. The vision statement developed for the project is:

- **We are a citizen centered organization.**
- **To provide better value and service to our customers, we will create a user friendly, efficient management software system, operating in a real time,**

paperless environment that allows us to work more effectively and expand our capabilities.

The team participated in a third webinar with SunGard, the City's current software provider on their new product, One Solution on April 2, 2013. Approximately 30 stakeholders participated in at least part of the day as the demonstration of their suite of modules was presented.

Key members of the team participated in a Government Finance Officers Association (GFOA) seminar on "How to Purchase ERP software the Right Way" April 7 through 10, 2013. This training provided a solid foundation for the team to prepare the RFP and evaluation process, including development of a statement of work, implementation plan and contract parameters. Using this training, members of the core team and subject matter experts from the various departments developed a list of questions to be included in the RFP pertaining to the project objectives, functionality, base components, integration/interface needs and IT requirements.

Documents were reviewed by the team and the final RFP documents were released on June 17, 2013, to all known vendors and posted to the City website. Proposals were received on August 15, 2013, from six firms. These were distributed to the Key members for evaluation and rating according to the evaluation criteria in the RFP.

While the proposals were under evaluation, approximately 25 team members and stakeholders participated in additional GFOA training, "How to Implement an ERP the Right Way". The team received training on business process mapping and improvement, implementation process, change management and project risk management. The timing of this training was coordinated so that the implementation kick off could take place in January or early February following Council award of the contract in December.

Request for Proposals Process

Notice to bidders was advertised in the *Rowlett Lakeshore Times* on June 20 and 27, 2013. The bid ad and request for proposal documents were also placed on the City website. The link to the proposal documents was emailed to the known vendors. Sealed competitive bids were received in the Purchasing Office until 2 p.m., August 15, 2013, and then publicly opened and the names of the competitors announced in the City Annex Room in accordance with Texas Local Government Code. Proposals were received from six firms:

Tyler Technologies, Incorporated
SunGard Public Section
Ramco Systems
Quintel Management Consulting
Conquest Information Solutions
Amzur Technologies

A committee comprised of five members evaluated the six proposals received. City staff serving on the proposal evaluation committee included Financial and Information Services Director Alan Guard, Purchasing Agent Allyson Wilson, Accounting Manager Wendy Badgett, Budget Officer Terri Doby, and Accountant I PR/AP Brandie Gustafson. All ratings from each member are compiled in a spreadsheet. Tyler Technologies, Incorporated was rated the best value by all of the committee members. The criteria used for the evaluation is shown below and was included in the ERP proposal.

Evaluation of proposals was made on a “best value” system. All proposals were evaluated for compliance with specifications before the proposal price was considered. Response to specification is primary in determining the lowest responsible vendor. The following criteria were used to evaluate all proposals and determine the degree of conformity to and compliance with the general provisions of this RFP:

- Ability of proposed system to meet or exceed the functional requirements of the RFP.
- Compliance with the procedural requirements of the RFP.
- Conformity to Requirements Checklists of this request.
- Completeness of the application software.
- Experience of the staff who will be installing and supporting the proposed system.
- Existence of an active Texas user’s group or network of users of the proposed system.
- Vendor’s ability to provide ongoing maintenance and enhancement of the system.
- Capability of the proposed system to meet future growth requirements.
- Ability of vendor to provide optional items in the future.
- Total system life cycle costs over five years.
- Other items included in item 4.0 Cost Elements.
- Number of successfully implemented systems similar to that proposed.
- Vendor’s performance record in providing and supporting similar systems.
- Reputation of the vendor.
- Vendor’s experience in successfully implementing similar systems.
- Financial stability and reputation of the vendor.
- Overall viability of the vendor.

The RFP documents also included that all proposers may be asked to further explain or clarify, in writing, areas of concern in their proposal during the evaluation process. The following weighting scale was used in evaluating each proposers’ response:

- 25% Evidence of software capabilities to meet the needs of the City for core financial software as reflected in the RFP response to questionnaire;
- 25% Responsiveness of the proposed solution to City requirements; completeness and thoroughness of data and documentation;
- 15% Total evaluated costs;
- 15% Governmental Customer references
- 20% Financial Stability

**City of Rowlett Evaluation
Bid 2013-21 - Enterprise Resource Planning
System**

Overall Final Rating for Each Vendor

Tyler Technologies-Munis	92.4
SunGard Public Sector	77.8
Conquest Info Solutions	68.0
Quintel Management Consulting	66.4
Amzur Technologies	47.8
Ramco Systems Corp.	41.8

Maintenance	1 st year Included	158,400	158,400	158,400	158,400	161,568	164,799	959,967
City Costs (1)		29,752	29,752	29,752	29,752	29,752	29,752	208,264
Total		283,764	442,164	442,164	442,164	445,332	448,563	2,946,315

SunGard – ON-PREMISE SOLUTION (7-YEAR FINANCING)

SunGard (2)	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Total
Implementation	161,877	161,877	161,877	161,877	161,877	161,877	161,877	1,133,139
Maintenance	1 st year Included	223,688	225,925	228,184	230,466	232,771	235,098	1,376,132
City Costs (1)		29,752	29,752	29,752	29,752	29,752	29,752	208,264
Total		191,629	415,317	417,554	419,813	422,095	424,400	2,509,271

AMZUR – HOSTED (SAAS) SOLUTION (7-YEAR FINANCING)

Amzur - Hosted	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Total
Implementation	221,713	221,713	221,713	221,713	221,713	221,713	221,713	1,551,991
Annual Fee	368,700	368,700	368,700	368,700	368,700	368,700	368,700	2,580,900
Total	590,413	590,413	590,413	590,413	590,413	590,413	590,413	4,132,891

Quintel (SAP) – ON-PREMISE SOLUTION (7-YEAR FINANCING)

Quintel (SAP)	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Total
Implementation	265,256	265,256	265,256	265,256	265,256	265,256	265,256	1,856,792
Maintenance	1 st year Included	369,683	369,683	369,683	369,683	369,683	369,683	2,218,098
City Costs (1)		29,752	29,752	29,752	29,752	29,752	29,752	208,264
Total		295,008	664,691	664,691	664,691	664,691	664,691	4,283,154

Conquest IS – ON-PREMISE SOLUTION (7-YEAR FINANCING)

Conquest IS (3)	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Total
Implementation	65,713	65,713	65,713	65,713	65,713	65,713	65,713	459,991
Maintenance	1 st year Included	106,600	106,600	106,600	106,600	108,732	110,907	646,039
City Costs		29,752	29,752	29,752	29,752	29,752	29,752	208,264
Total		95,465	202,065	202,065	202,065	204,197	206,372	1,314,294

Notes

- (1) City Costs include 30% of the cost of the network and servers and 8 hours per week of a System Administrator position.
- (2) Does not include the Utility Billing module. This would be an additional cost.
- (3) This company is only three years old and has fewer than 25 clients with no clients in Texas.

Improved Functionality and Return on Investment

The City asked vendors to provide information regarding their software’s functionality in specific areas (e.g. accounting, purchasing, budget, utility billing, code enforcement). This part of the RFP was designed from the needs assessment done for each department and was completed in such a way as to improve reporting, eliminate “shadow systems” (spreadsheets or other manual systems), and provide better, real-time management information for operations. This level of functionality will improve a number of City processes in the following ways:

- **Efficiency** – Less manual/shadow systems, quicker reporting of the Comprehensive Monthly Financial Report (CMFR) and Comprehensive Annual Financial Report (CAFR), less duplication of work and more streamlined processes (i.e. JEs, approval routing, vendor payments, etc).

- **Reliability** – Less probability for human error due to reduced shadow systems, system updates keep financial data in compliance with Governmental Accounting, Auditing, and Financial Reporting (GAAFR) requirement and Generally Accepted Accounting Principles (GAAP), improves confidence of financial output for strategic decision making.
- **Transparency** – Allows for easy access to real time data, which promotes immediate, more accurate financial information to all departments such as their budget to actual, CIP and Grant financial status and payments to vendors.
- **Centralization** – Significant data that is currently 100 percent manual and single-source through shadow systems (i.e. Capital Assets & Grants) will be in an ERP database, structured by controlled processes and available to the organization based on security.
- **Minimize Risk** – By using a role based system that improves financial controls and requires consistency of processes.

At the Council Work Session on February 11th, City employees shared individual processes that are required for their job and described how much time this system will save over the current process and the estimated dollar amount of efficiency created. While it is difficult to calculate an overall total return on investment, staff analyzed specific examples illustrating how the new system will create efficiencies and add significant value for our customers. Below are several examples.

Utility Billing processes new service applications, transfers and end-of-service applications every day. In an average year, Utility Billing staff process 1,560 total applications. It takes an average of 20 minutes to process an application. That is a total 520 hours or 0.25 FTE of a customer service representative. At \$15.60 per hour for this position, this is a total cost of \$8,108. The new system will change the process so that the amount of time is reduced by half, or about 10 minutes per application. This will create an efficiency of 260 hours or a value of \$4,054.

During the year, the Senior Accountant must photocopy all records related to capital projects including the purchase order, invoices, checks and other backup documentation for every capital project transaction. It is estimated that this takes 103 hours of this person's time at a cost to the City of \$3,042. An integrated ERP system would eliminate the need to do this and save the entire amount.

Another Accounting function is the processing of journal entries. These are prepared in a spreadsheet, printed out and then re-keyed into the system by the Human Resources Coordinator. This takes up 38% of the Human Resources Coordinator's time, 808 hours at a cost of \$16,961. An integrated ERP system would eliminate the need to do this and save the entire amount.

The Purchasing division is responsible for ensuring that City departments follow all procedures and regulations in regards to state law and City ordinances, including tracking and reporting on Historically Underutilized Businesses (HUBs). In order to ensure compliance they have to document, file and maintain thousands of records each year. Being able to attach documents electronically will save an estimated 322 hours of staff time in Purchasing as well as additional time in Accounting. This would be an efficiency savings of \$8,372

Bid management will reduce time by automatically preparing a bid analysis and loading information from the winning bidder directly into a requisition. This will save 193 hours at a value of \$5,018.

Vendor management, including registration, inquiries and notification, takes 78 hours per year. The new system would allow for vendors to take care of these functions through a vendor self-serve option saving 78 hours at a value of \$2,028.

A basic and daily process of Code Enforcement involves initial inspections; this process includes the following steps:

- 1. Violation identification***
- 2. Write up door hanger to leave on front door***
- 3. Take photograph***
- 4. Document inspection location and photo information on log sheet***
- 5. Create case by type of violation (if more than one violation identified each case must be created separately)***
- 6. Upload photographs***
- 7. Identify property owner via Dallas County Appraisal District***
- 8. Edit violation letter template with owner information, violation description, code officer signature, and phone number (one for each violation)***
- 9. Copy original violation letter to file***
- 10. Mail violation notice***

This process takes approximately 8 minutes of combined Code Officer and Community Services Specialist time to complete. In FY 2013, Code Enforcement identified an average of 807 violations per month. Utilizing an average salary of \$22.00/hr, this costs \$28,406 per year. The new software would decrease the time spent on this process by 6 minutes by eliminating six of the steps identified above with an equivalent annual increase in efficiency of 968 hours valued at \$21,305.

By using new ERP software, **these processes identified above would save 2,571 hours and add efficiency valued at \$60,780. Over the first seven years of using the new system, that equals 17,997 hours at a value of \$425,460** It is fair to say that each department has between 20 to 100 other processes like these that will be impacted by the new software and will create thousands of hours of time and hundreds of thousands of dollars of return on investment over the life of the software.

FINANCIAL/BUDGET IMPLICATIONS

Funding of \$175,000 for the Enterprise Resource Planning System is available in account 101-2001-430-7405 in the General Fund Finance Administration for the first year's payment and will be financed over 7 years with annual amounts included in the Finance Administration budgets in FY2015 and each year thereafter for payments two (2) through seven (7). \$157,581 is budgeted each year for Software Maintenance in account 101-2030430-7808 Maintenance in the Information Technology budget. This provides a total \$332,581 and is sufficient to fund the lease payment and annual maintenance contract for this purchase.

The total cost of acquisition for the first seven years of the software is outlined below. Interest is estimated at 2.75 percent for seven years.

Acquisition and Maintenance Costs								
	FY14	FY15	FY16	FY17	FY18	FY19	FY20	Total
Acquisition costs (capital lease)	\$130,998	\$130,998	\$130,998	\$130,998	\$130,998	\$130,998	\$130,998	\$916,986
Annual Maintenance	1 st year included in the purchase	\$98,598	\$100,570	\$102,581	\$104,633	\$106,725	\$108,860	\$621,967
Total	\$130,998	\$229,596	\$231,568	\$233,579	\$235,631	\$237,723	\$239,858	\$1,538,953
Annual Budget and Financial Model								
FY2014 Lease Budget	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$1,225,000
Annual H.T.E. Maintenance	95,000*	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$665,000
Total Budgeted Resources	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,890,000
Additional Costs / (Savings)	<u>\$(139,002)</u>	<u>\$(40,404)</u>	<u>\$(38,432)</u>	<u>\$(36,421)</u>	<u>\$(34,369)</u>	<u>\$(32,277)</u>	<u>\$(30,142)</u>	<u>\$(351,047)</u>
<u>*Note: already paid for FY2014</u>								

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution awarding proposal #2013-21 and the contract for the purchase of an Enterprise Resource Planning System (ERP) from Tyler Technologies, Incorporated in the amount of \$833,245 and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said contract.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE PROPOSAL OF AND AWARDING A CONTRACT TO TYLER TECHNOLOGIES, INCORPORATED, IN THE AMOUNT OF \$833,245 FOR THE PURCHASE OF THE ENTERPRISE RESOURCE PLANNING SYSTEM; AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY APPROVAL, TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID CONTRACT AND ISSUE PURCHASE ORDERS FOR SAID PURCHASE PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to replace the seventeen year old software system for Financial Services and all City departments, and most advantageous to acquire the Enterprise Resource Planning Software system; and

WHEREAS, the Purchasing Division has obtained competitive proposals as per RFP #2013-21 in accordance with the Texas Local Government Code; and

WHEREAS, City staff recommends the award for the purchase of an Enterprise Resource Planning System (ERP) from Tyler Technologies, Incorporated in the amount of \$833,245; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to award proposal #2013-21 for the purchase of an Enterprise Resource Planning Software system in accordance with the foregoing recommendations of City staff.

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 proposal #2013-21 and award the contract for the purchase of an Enterprise Resource Planning System (ERP) to Tyler Technologies, Incorporated in the amount of \$833,245.

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

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

ATTACHMENTS

Exhibit A – Best and Final Offer

Exhibit B – Sample Agreement

Exhibit C – Statement of Work



Quoted By: David Carl
 Date: 12/5/2013
 Quote Expiration: 1/22/2014
 Quote Name: City of Rowlett-ERP-MUNIS
 Quote Number: 2013-4731
 Quote Description: City of Rowlett Tyler MUNIS Software Quotation for RFP updated 120513

Sales Quotation For

City of Rowlett
 P.O. Box 99
 Rowlett, Texas 75030-0099
 Phone (972) 412-6100

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$52,250.00	15 @ \$1175	\$17,625.00	\$10,600.00	\$80,475.00	\$9,405.00
Fixed Assets	\$12,000.00	5 @ \$1175	\$5,875.00	\$4,800.00	\$22,675.00	\$2,160.00
Inventory	\$11,000.00	5 @ \$1175	\$5,875.00	\$4,700.00	\$21,575.00	\$1,980.00
Purchase Orders	\$12,000.00	5 @ \$1175	\$5,875.00	\$2,700.00	\$20,575.00	\$2,160.00
Project & Grant Accounting	\$10,000.00	4 @ \$1175	\$4,700.00	\$5,000.00	\$19,700.00	\$1,800.00
Requisitions	\$10,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$15,875.00	\$1,800.00
Cash Management	\$10,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$14,700.00	\$1,800.00
Contract Management	\$5,900.00	3 @ \$1175	\$3,525.00	\$4,000.00	\$13,425.00	\$1,062.00
Bid Management	\$6,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,525.00	\$1,080.00
BMI Asset Track Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
BMI CollectIT Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Revenue:						
Utility Billing CIS	\$23,000.00	19 @ \$1175	\$22,325.00	\$18,300.00	\$63,625.00	\$4,140.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Cashiering	\$21,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$26,875.00	\$3,780.00
Accounts Receivable	\$11,000.00	8 @ \$1175	\$9,400.00	\$0.00	\$20,400.00	\$1,980.00
General Billing	\$5,000.00	4 @ \$1175	\$4,700.00	\$8,200.00	\$17,900.00	\$900.00
UB Interface	\$8,250.00	3 @ \$1175	\$3,525.00	\$0.00	\$11,775.00	\$1,485.00
Maplink GIS Integration	\$8,500.00	1 @ \$1175	\$1,175.00	\$0.00	\$9,675.00	\$1,530.00
Central Property File	\$2,200.00	1 @ \$1175	\$1,175.00	\$0.00	\$3,375.00	\$550.00
Other:						
EnerGov Permits & Inspections	\$27,500.00	21 @ \$1175	\$24,675.00	\$15,200.00	\$67,375.00	\$4,950.00
EnerGov Professional Licensing	\$10,000.00	10 @ \$1175	\$11,750.00	\$10,080.00	\$31,830.00	\$1,800.00
EnerGov e-Reviews	\$13,750.00	8 @ \$1175	\$9,400.00	\$0.00	\$23,150.00	\$2,475.00
EnerGov Impact Management	\$9,150.00	8 @ \$1175	\$9,400.00	\$0.00	\$18,550.00	\$1,647.00
EnerGov ESRI Integration	\$17,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$18,175.00	\$3,060.00
EnerGov iG Workforce Mobile	\$13,750.00	2 @ \$1175	\$2,350.00	\$0.00	\$16,100.00	\$2,475.00
CAFR Statement Builder	\$13,750.00	3 @ \$1175	\$3,525.00	\$0.00	\$17,275.00	\$2,475.00
EnerGov Citizen Access Portal	\$10,000.00	2 @ \$1175	\$2,350.00	\$0.00	\$12,350.00	\$1,800.00
OSDBA Contract Services	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$19,720.00
Productivity:						
Munis Analytics & Reporting	\$45,200.00	10 @ \$1175	\$11,750.00	\$0.00	\$56,950.00	\$8,136.00
Tyler Content Manager SE	\$20,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$24,700.00	\$3,600.00
Citizen Self Service	\$11,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$12,175.00	\$1,980.00
eProcurement	\$10,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$11,175.00	\$1,800.00
Tyler Forms Processing	\$9,500.00	0 @ \$1175	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1175	\$2,350.00	\$0.00	\$7,350.00	\$900.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$6,175.00	\$900.00
Sub-Total:	\$436,300.00		\$197,400.00	\$83,580.00	\$717,280.00	\$98,598.00
<i>Less Discount:</i>	<i>\$82,880.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$82,880.00</i>	<i>\$72,956.00</i>
TOTAL:	\$353,420.00	168	\$197,400.00	\$83,580.00	\$634,400.00	\$25,642.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
EnerGov Permits & Code Forms Library (4 Forms)	1	\$3,600.00	\$0.00	\$3,600.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	\$1,800.00	\$0.00	\$1,800.00
Estimated Travel Expenses	1	\$88,088.00	\$0.00	\$88,088.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Munis Admin & Security	2	\$1,175.00	\$0.00	\$2,350.00
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Financial Library	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$4,500.00	\$0.00	\$4,500.00
Tyler PO Distribution - Level 3	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$141,638.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Additional Barcode Data Terminal (PA690)	1	\$2,975.00	\$0.00	\$2,975.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Barcode PrinterKit	1	\$1,295.00	\$0.00	\$1,295.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI TransTrak Additional Barcode Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00
DELL Cash Station-Complete excluding scanner	1	\$4,300.00	\$0.00	\$4,300.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$31,565.00			\$0.00
TOTAL:				\$31,565.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$353,420.00	\$25,642.00
Total Tyler Services	\$422,618.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$31,565.00	\$0.00
Summary Total	\$807,603.00	\$25,642.00

Contract Total **\$833,245.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA - D	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks - D	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable Opt 2 - Invoice - D	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master - D	\$1,600.00	\$0.00	\$1,600.00
Contracts - D	\$4,000.00	\$0.00	\$4,000.00
EnerGov Permits & Inspections - Option 1 - Applications - D	\$5,400.00	\$0.00	\$5,400.00
EnerGov Permits & Inspections - Option 2 - Violations - D	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Option 3 - Inspections - D	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Standard - Master - D	\$2,600.00	\$0.00	\$2,600.00
EnerGov Professional Licensing Opt 1 - Bills - D	\$5,280.00	\$0.00	\$5,280.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts - D	\$4,800.00	\$0.00	\$4,800.00
Fixed Assets Opt 1 - History - D	\$1,800.00	\$0.00	\$1,800.00
Fixed Assets Std Master - D	\$3,000.00	\$0.00	\$3,000.00
General Billing Opt 1 - Recurring Invoices - D	\$2,700.00	\$0.00	\$2,700.00
General Billing Opt 2 - Bills - D	\$4,000.00	\$0.00	\$4,000.00
General Billing Std CID - D	\$1,500.00	\$0.00	\$1,500.00
Inventory Opt 1 - Commodity Codes - D	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master - D	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard - D	\$2,000.00	\$0.00	\$2,000.00
Purchase Orders - Standard - D	\$2,700.00	\$0.00	\$2,700.00
Utility Billing - Option 1 Services - D	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Option 2 Assessments - D	\$1,800.00	\$0.00	\$1,800.00
Utility Billing - Option 3 Consumption History - D	\$3,000.00	\$0.00	\$3,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Option 4 Balance Forward AR - D	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Option 5 Service Orders - D	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 6 Backflow - D	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Standard - D	\$2,500.00	\$0.00	\$2,500.00
TOTAL:	\$83,580.00	\$0.00	\$83,580.00

Subject
to
Approval

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Work Orders, Fleet & Facilities Management	\$13,800.00	15 @ \$1175	\$17,625.00	\$12,000.00	\$43,425.00	\$2,484.00
Performance Based Budgeting	\$16,000.00	10 @ \$1175	\$11,750.00	\$0.00	\$27,750.00	\$2,880.00
Standard Fuel Interface - SeeComments	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Other:						
EnerGov Rental Property Landlord Management	\$9,150.00	8 @ \$1175	\$9,400.00	\$0.00	\$18,550.00	\$1,647.00
Tyler Incident Management	\$8,500.00	7 @ \$1175	\$8,225.00	\$0.00	\$16,725.00	\$1,530.00
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$19,720.00
Productivity:						
IVR Gateway	\$6,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,525.00	\$1,080.00
TOTAL:	\$57,250.00	45	\$52,875.00	\$12,000.00	\$122,125.00	\$30,025.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Crystal Reports 2 users	2	\$500.00	\$0.00	\$1,000.00
Tyler Graphing Agent - Addl Cost	1	\$500.00	\$0.00	\$500.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
TOTAL:				\$5,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Work Order Opt 1 - Work Order Asset - D	\$3,000.00	\$0.00	\$3,000.00
Work Order Opt 2 - Closed Work Order History No Cost Data - D	\$4,500.00	\$0.00	\$4,500.00
Work Order Opt 3 - Work Order History With Cost Data - D	\$4,500.00	\$0.00	\$4,500.00
TOTAL:	\$12,000.00	\$0.00	\$12,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Barcode/RFID Data Terminal (MC3190Z)	1	\$3,895.00	\$0.00	\$3,895.00	\$0.00	\$0.00	\$0.00
BMI AssetTrak FA Bar Code/RFID Scanning System	1	\$8,030.00	\$0.00	\$8,030.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$11,925.00</i>			<i>\$0.00</i>
TOTAL:				\$11,925.00			\$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL/BG/AP	\$52,250.00	\$10,450.00	\$41,800.00	\$9,405.00	\$9,405.00	\$0.00
Bid Management	\$6,000.00	\$1,200.00	\$4,800.00	\$1,080.00	\$1,080.00	\$0.00
BMI Asset Track Interface	\$3,800.00	\$760.00	\$3,040.00	\$684.00	\$684.00	\$0.00
BMI CollectIT Interface	\$3,800.00	\$760.00	\$3,040.00	\$684.00	\$684.00	\$0.00
Cash Management	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Contract Management	\$5,900.00	\$1,180.00	\$4,720.00	\$1,062.00	\$1,062.00	\$0.00
Fixed Assets	\$12,000.00	\$2,400.00	\$9,600.00	\$2,160.00	\$2,160.00	\$0.00
Inventory	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
Project & Grant Accounting	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Purchase Orders	\$12,000.00	\$2,400.00	\$9,600.00	\$2,160.00	\$2,160.00	\$0.00
Requisitions	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00

Revenue:

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Maplink GIS Integration	\$8,500.00	\$1,700.00	\$6,800.00	\$1,530.00	\$1,530.00	\$0.00
Accounts Receivable	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
Central Property File	\$2,200.00	\$440.00	\$1,760.00	\$550.00	\$550.00	\$0.00
General Billing	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Cashiering	\$21,000.00	\$4,200.00	\$16,800.00	\$3,780.00	\$3,780.00	\$0.00
UB Interface	\$8,250.00	\$1,650.00	\$6,600.00	\$1,485.00	\$1,485.00	\$0.00
Utility Billing CIS	\$23,000.00	\$4,600.00	\$18,400.00	\$4,140.00	\$4,140.00	\$0.00
Productivity:						
Citizen Self Service	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
eProcurement	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$45,200.00	\$9,040.00	\$36,160.00	\$8,136.00	\$8,136.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,900.00	\$7,600.00	\$1,900.00	\$1,900.00	\$0.00
Other:						
CAFR Statement Builder	\$13,750.00	\$4,950.00	\$8,800.00	\$2,475.00	\$2,475.00	\$0.00
EnerGov Citizen Access Portal	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
EnerGov e-Reviews	\$13,750.00	\$0.00	\$13,750.00	\$2,475.00	\$0.00	\$2,475.00
EnerGov ESRI Integration	\$17,000.00	\$3,400.00	\$13,600.00	\$3,060.00	\$3,060.00	\$0.00
EnerGov iG Workforce Mobile	\$13,750.00	\$2,750.00	\$11,000.00	\$2,475.00	\$2,475.00	\$0.00
EnerGov Impact Management	\$9,150.00	\$0.00	\$9,150.00	\$1,647.00	\$0.00	\$1,647.00
EnerGov Permits & Inspections	\$27,500.00	\$5,500.00	\$22,000.00	\$4,950.00	\$4,950.00	\$0.00
EnerGov Professional Licensing	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$0.00	\$1,800.00
OSDBA Contract Services	\$0.00	\$0.00	\$0.00	\$19,720.00	\$0.00	\$19,720.00
TOTAL:	\$436,300.00	\$82,880.00	\$353,420.00	\$98,598.00	\$72,956.00	\$25,642.00

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Comments

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

AssetTrak PPC Software, MC3190Z Portable Data terminal, Integrated RFID reader & Laser scanner, USB Com/Charging cradle w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Up to 4 hours of remote Install/training via GoToMeeting.

Additional Scanner, MC3190Z, 48 key, SDIO with program settings, Integrated Laser & RFID reader, Battery, USB com-charging cradle w/ps, AssetTrak PPC & TrakSync PDT Users Licenses.

EnerGov Professional Licensing Forms Library includes 1 Business License form and 1 Business License Renewal form.

EnerGov Permits & Code Forms Library includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Completion OR Occupancy.

AGREEMENT

This agreement (“Agreement”) is made this _____ day of _____ 2013 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Rowlett, with offices at 4004 Main Street, Rowlett, Texas 75088 (“Client”).

WHEREAS Client issued a Request for Proposal (RFP # 2013-21) on June 17, 2013 for the purpose of acquiring an Enterprise Resource Planning System (“System”);

WHEREAS Tyler responded to Client’s RFP # 2013-21 with a Proposal dated August 15, 2013;

WHEREAS Client awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user guides provided in or with the Tyler Software Products (“User Guides”) for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source

code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

- a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
- b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
- c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).
- d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

- b) **Client's Obligations.** Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
- i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) **Exceptions to Tyler's Obligations.** Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
 - vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
- d) **Remedy.**
- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
 - or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
 - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. **Limitation of Liability.** In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. **Services.** Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. **Professional Services Fees.**

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set

forth in the Investment Summary.

c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year 2:	0% increase over Year 1 Maintenance Fees (before waiver)
Year 3:	No greater than a 5% increase over previous year's annual Maintenance Fees
Year 4:	No greater than a 5% increase over previous year's annual Maintenance Fees
Year 5:	No greater than a 5% increase over previous year's annual Maintenance Fees

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this

Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).
2. License of System Software.
 - a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
 - b) The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
 - c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
 - d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
 - e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
 - f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.
3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.
4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.
6. Warranties.
 - a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
 - b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
 - c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete

explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.
16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.
17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Rowlett
4004 Main Street
Rowlett, TX 75088
Attention [please insert title]

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.
25. Shipping. Delivery will be F.O.B. shipping point.
26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.
27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.
28. Payment Terms.
- a) Tyler shall invoice Client \$74,990 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
 - b) Tyler shall invoice Client \$149,980 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals 50% of the Tyler software license fees.
 - c) Tyler shall invoice Client the Hardware fees of \$31,565 upon delivery of the respective Hardware.
 - d) Tyler shall invoice the Project Planning Services fee of \$6,000 upon delivery of the Implementation Planning document.
 - e) Tyler shall invoice Client \$74,990 upon verification of the Tyler Software Products in accordance with Section A (3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.
 - f) Unless otherwise indicated, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
 - g) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
 - h) Payment is due within thirty (30) days of the invoice date.
 - i) The year 1 Tyler software maintenance fees of \$67,835 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.
29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment

information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

30. Disaster Recovery. If acquired, Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler’s then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Operating System/Database Administration. If acquired, OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler’s then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

32. Annual Payroll Tax Table Update. If acquired, Annual Payroll Tax Table Update service will renew automatically for additional one (1) year terms at Tyler’s then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

33. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

34. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

35. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Rowlett

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Investment Summary

[See quote 2013-4731]

Exhibit 2

Verification Test

The verification test (“Test”) detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software’s base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table _____
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition _____
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports: _____
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location
 - Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):**Phase 1**

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:**Phase 1**

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 “bottom buttons” checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons

- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2 _____

- Add a new property
 - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
 - Use a project/act that has the four defaults set in project type f/m (one each)
 - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
 - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3 _____

- Reports
 - Applications status report
 - Inspections history report
 - Violations report
 - Contractors report
 - Dept/board review report

PARKING TICKETS:

Phase 1 _____

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2 _____

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3 _____

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

-
- View animal type file
 - View customer file
 - View animal license master file
 - View license detail report
 - View license history report
 - View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

-
- View project master table
 - View general ledger master with project code
 - View project budget report

MUNIS OFFICE:

-
- Export from general ledger account inquiry into Excel
 - Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

-
- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

-
- View contract master file
 - Enter a requisition against a contract
 - View contract master to highlight changes

CASH MANAGEMENT:

-
- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
 - Generate cash flow file maintenance
 - Generate a journal entry on the cash flow file maintenance record created
 - Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:**Phase 1**

-
- View and update the general administration settings
 - Add a new user under users

Phase 2

-
- View and update application administration under Employee Admin
 - View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

**ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Rowlett

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Statement of Work

November 26, 2013
Version 1.0

Prepared for
City of Rowlett, TX

Table of Contents

Section A: Executive Summary.....	4
A.1.1 Project Background	4
A.1.2 Project Vision.....	4
A.1.3 Project Criteria for Success	4
A.1.4 Scope of the Project	4
Section B: Project Governance.....	6
B.1.1 City Project Structure.....	6
B.1.2 City Project Roles and Responsibilities.....	6
B.1.3 Project Sponsor:.....	6
B.1.4 Executive Team:.....	6
B.1.5 Project Manager:	7
B.1.6 Project Team:	8
B.1.7 Subject Matter Experts:	9
B.1.8 Technical Team:	10
B.1.9 City Change Management Team	10
B.1.10 Tyler Project Structure	12
B.1.11 Tyler Roles and Responsibilities	12
B.1.12 Tyler Executive Oversight.....	12
B.1.13 Tyler Regional Manager	13
B.1.14 Tyler Functional Project Managers	13
B.1.15 Tyler Implementation Consultants.....	13
B.1.16 Project SharePoint.....	14
B.1.17 Project Plan.....	15
B.1.18 Project Status Reports.....	15
B.1.19 Issue Tracking	16
B.1.20 Issue Resolution.....	16
B.1.21 Goal Issue Resolution Response Matrix.....	18
B.1.22 Scope Change Process.....	18
Section C: Technology Architecture	20
C.1.1 Munis Server Environment.....	20
C.1.2 Munis Client Workstation Recommendations.....	20
C.1.3 Environments.....	20
C.1.4 Minimum Requirements for Start Up.....	20
C.1.5 Printer Requirements for Tyler Forms	20
C.1.6 Key Dates for Hardware Availability	20
C.1.7 Technical Roles and Responsibilities.....	20
Section D: Implementation	22
D.1.1 Implementation Methodology Overview	22
D.1.2 Implementation Schedule	22
D.1.3 Implementation Roles and Responsibilities.....	22
D.1.4 Project Management.....	23
D.1.5 Implementation Process Per Phase.....	23
D.1.6 Modifications.....	36
D.1.7 Tyler Reporting Services (TRS) SSRS Report Development	39
D.1.8 Data Conversion.....	40
D.1.9 Workflow.....	42

D.1.10	Testing.....	43
Section E: Training		46
E.1.1	Tyler Education Plan.....	46
E.1.2	Knowledge Base.....	49
E.1.3	Project Team Training	49
E.1.4	Technical Training Approach	49
E.1.5	Training Plan for Users.....	49
E.1.6	End User Training.....	50
E.1.7	Training Materials and Documentation Development.....	50
E.1.8	Training Roles and Responsibilities	50
Section F: Change Management (Standard).....		52
F.1.1	Overview of Standard Change Management Effort.....	52
F.1.2	Scope of Change Management Effort.....	52
F.1.3	Roles and Responsibilities.....	52
Section G: Post Go-Live Implementation Support		53
G.1.1	Overview of Post Go-Live Support.....	53
G.1.2	Duration of Post Go-Live Support	53
Section H: Project Assumptions		54
H.1.1	Estimated Days	54
H.1.2	Project Planning and Kickoff.....	54
H.1.3	Facility Requirements	55
H.1.4	Homework (Post-consulting day project tasks & follow-up).....	55
Section I: Appendix.....		56
I.1.1	Functional Requirements	56
I.1.2	Listing of Deliverables	57
I.1.3	Customizations and Interfaces	62
I.1.4	Munis Release Life Cycle Policy	62

The information contained herein is based on the contracted Tyler Investment Summary for the proposed products and services. In the event of discrepancy between this document and the Investment Summary, the Investment Summary will take precedence.

Section A: Executive Summary

A.1.1 Project Background

To be inserted by Client

A.1.2 Project Vision

To be inserted by Client

A.1.3 Project Criteria for Success

To be inserted by Client

A.1.4 Scope of the Project

The scope of the ERP project is divided into two major phases that will occur over approximately 21 months. For purposes of this SOW, the scope includes both the software scope defined below as well as the scope of the implementation effort that is defined in Section D, Implementation. The timelines provided assume that the product will be used as-is, without any required go-live customizations.

Phase 1–Core Financials (targeted March 2014 – October 2014)

Phase 1 will include Core Financials and be delivered to the City in a manner and timeframe that will facilitate an October 1, 2014 planned “go-live” date. The requirements delivered to meet the City’s functions will be governed by the functional requirements set forth in **Exhibit xx** of the Agreement.

Phase 1 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
System Wide	<ul style="list-style-type: none"> • MUNIS Office • Role Tailored Dashboard • Tyler Content Manager Standard Edition • Tyler Content Manager Self-Service • Tyler Forms Processing • Tyler Reporting Services • Tyler Secure Signature Key System
General Ledger / Chart of Accounts	<ul style="list-style-type: none"> • Accounting General Ledger (Core Financials) • Cash Management
Budgeting	<ul style="list-style-type: none"> • Budgeting
Purchasing	<ul style="list-style-type: none"> • Purchase Orders • Requisitioning • Contract Management • Bid Management • eProcurement
Accounts Payable	<ul style="list-style-type: none"> • Accounts Payable

Project / Grant Accounting	<ul style="list-style-type: none"> • Project / Grant Accounting
Accounts Receivable / Billing	<ul style="list-style-type: none"> • Accounts Receivable • General Billing
Inventory	<ul style="list-style-type: none"> • Inventory • BMI CollectIT Interface
Fixed Assets	<ul style="list-style-type: none"> • Fixed Assets • BMI Asset Track Interface • GASB 34 Reporter

Phase 2–Core Human Resources/Payroll (targeted September 2014 – April 2015)

Phase 2 will include Core human resources and payroll to be delivered to the City in a manner and timeframe that will facilitate a targeted April 1, 2015 “go-live” date. The requirements delivered to meet the City’s functions will be governed by the functional requirements set forth in **Exhibit xx** of the agreement.

Phase 2 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Human Resources	<ul style="list-style-type: none"> • Human Resource Management
Payroll	<ul style="list-style-type: none"> • Payroll w/ Employee Self Service
Employee Expense Reimbursement	<ul style="list-style-type: none"> • Employee Expense Reimbursement
Applicant Tracking	<ul style="list-style-type: none"> • WinOcular AT Interface
Risk Management	<ul style="list-style-type: none"> • Risk Management

Phase 3 – Utility Billing (targeted April 2015 – January 2016)

Phase 3 will include Utility Billing to be delivered to the City in a manner and timeframe that will facilitate a targeted January 1, 2016 “go-live” date. The requirements delivered to meet the City’s functions will be governed by the functional requirements set forth in **Exhibit xx** of the agreement.

Phase 3 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Utility Billing	<ul style="list-style-type: none"> • Utility Billing CIS • MapLink GIS Integration • Central Property File • UB Interface • Citizen Self Service
Tyler Cashiering	<ul style="list-style-type: none"> • Tyler Cashiering

Section B: Project Governance

B.1.1 City Project Structure

Org diagram to be inserted by Client

B.1.2 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of the City and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

The City defines its resources as follows:

B.1.3 Project Sponsor:

The Project Sponsors provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project’s overall importance to the organization; and when called upon acting as the final authorities on all project decisions. Project sponsors will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsors will empower the steering committee to make critical business decisions for the City.

Resource	Title	Expected Commitment
	City Manager	As Needed Executive Support

B.1.4 Executive Team:

The Executive Team will be made up of director level staff from the City of Sample. The Executive Team will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Team oversees the project team and the project as a whole. Through participation in regular meetings the Executive Team will remain updated on all project progress, project decisions, and achievement of project milestones. The Executive Team will also provide support to the project team by communicating the importance of the project to each member’s department along with other department directors in City. The Executive Team is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Team also serves as primary level of issue resolution for the project.

The Executive Team will meet on a regularly scheduled basis for approximately one hour every two weeks. The meeting schedule, time and location will be set as a recurring meeting. Additional meetings may be scheduled as necessary. Similarly, meetings may be cancelled. The Project Manager will be responsible for distributing an agenda prior to each scheduled meeting. Meeting notes will be taken and then approved at the following regularly scheduled meeting.

The City Executive Team Members are part of the escalation process for all issues not resolved at the Project Manager and/or Senior Project Manager levels. The Executive Team has active project participation on a limited basis, primarily participating in Executive Team Meetings and the project review that occurs as part of the meetings.

Executive Team Members will be responsible for:

- Attend all scheduled Executive Team meetings
- Provide support for the project
- Assist with communicating key project messages throughout the organization
- Make the project a priority within the organization
- Provide management support for the project to ensure it is staffed appropriately and that staff have necessary resources
- Monitor project progress including progress towards agreed upon goals and objectives
- Make all decisions related to impacts on the following
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

Resource	Title	Expected Commitment
		As needed

B.1.5 Project Manager:

The City’s project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Executive Team and providing the majority of the City’s change management communications and coaching.

The project manager will be responsible for:

- Working with the Tyler Project Manager
- Reviewing and approve all project deliverables
- Management of project risks and issues
- Managing and updating the project plan
- Acting as liaison between project team and Executive Team
- Making regular updates/refinements to the SharePoint project site repository
- Scheduling City resources for implementation tasks and training days. This includes but is not limited to personnel, equipment and training rooms (may be done with the assistance of administrative staff)
- Maintaining team contact numbers, email lists, and regular communications
- Acting as point of contact for Tyler for staffing and delivery matters

- Escalating issues per the approved Issue Resolution Plan

Resource	Title	Expected Commitment
	Project Manager	

B.1.6 Project Team:

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required City tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the City consistent with the project goals, project vision, and direction from the Project Manager and Executive Team. Project Team members will be dedicated to the project full time.

The City Project Team/Functional Leads will be responsible for:

- Making business process changes under time sensitive conditions.
- Assisting in identifying business process changes that may require escalation.
- Attending and contributing business process expertise for As-Is, To-Be and the Static Environment Testing sessions.
- Identifying and including necessary subject matter experts to participate in As-Is, To-Be and the Static Environment Testing sessions.
- Providing business process change support during Core User and End User training.
- Completing security templates for all Core and End users.
- Completing Performance Tracking review with City Project Team on End User competency on trained topics.
- Providing Core and End users with dedicated time to complete required homework tasks.
- Acting as supervisor/cheerleader for the new process.
- Identifying and communicating to City Project Team any additional training needs or scheduling conflicts
- Actively participate in all aspects of the implementation, including, but not limited to, the following key activities:
 - Complete homework assignments
 - Kick-Off Planning and Coordination
 - Project Management Plan Development
 - Schedule Development
 - Maintains and Monitors Risk Register
 - Escalates Issues as needed
 - Communicates with Tyler Project Team
 - City Resource Coordination
 - As-Is/To-Be
 - Best Practices Decision-making
 - Static Environment Testing (SET)
 - Change Management Activities

- Analysis, Table Building, Security and Workflow Maintenance
- Process Training
- Customization Specification, Demonstrations, Testing and Approval
- Conversion Analysis and Verification
- End User Training
- Parallel Testing and/or Trial Run Testing
- Forms Design, Testing, and Approval
- User Acceptance and Stress Testing

Resource	Function	Expected Commitment

B.1.7 Subject Matter Experts:

Subject matter experts (SME’s) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their “home” department and not be available for significant periods of time on the project.

SMEs will be the City’s primary interface to its End Users. The City’s End Users will ultimately be the users of the system in all areas through the City. End User’s proactive adoption of the system is vital to the City realizing success in this project. End Users will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

The City Subject Matter Experts will be responsible for:

- Participating in project activities as required by the project team and project manager
- Providing subject matter expertise on both City business processes and requirements
- Act as SME and attend As-Is, To-Be and the Static Environment Testing sessions if needed
- Attend all scheduled training sessions
- Practice all processes following training and as needed throughout project
- Assist in Conversion Validation as needed
- Become application experts
- Participate in Trial Runs and/or Parallel Processing testing
- Participate in SET processes and provide feedback to the project team on the SET results
- Adopt and support changed procedures
- Practice and complete all homework on an acceptable time line
- Demonstrate competency with MUNIS processing prior to GO LIVE

Resource	Function	Expected Commitment

B.1.8 Technical Team:

The City’s technical team will be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for the City. It is expected that the Technical team will be responsible for system administration post go-live. Because the Technical Team is tasked with maintaining the City’s customized current system, technical team members also possess functional knowledge and are expected to be key resources not only for technical tasks, but also functional tasks.

The City’s technical team will be responsible for all technical aspects of the project. Technical resources will also be responsible for coordinating with Tyler’s installation team to support the implementation.

The City Technical Team will be responsible for:

- Loading updates and releases according to the Update and Release Plan
- Copying source databases to training/testing databases as needed for training days
- Extracting and transmitting conversion data and control reports following conversion schedule
- Adding new users and printers
- Performing basic server system maintenance
- Ensuring all users understand log-on process and have necessary permission for all training sessions
- Coordinating IT functions such as system backups, loading releases and software updates, hardware installation and operating system setup
- Providing remote access for Tyler support personnel upon need / request

Resource	Title	Expected Commitment

B.1.9 City Change Management Team

The City’s change management team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in the City. While it is expected that all City project team members and Executive Team members will have a change management role, the following individuals will be tasked with coordinating that effort. Responsibilities will include:

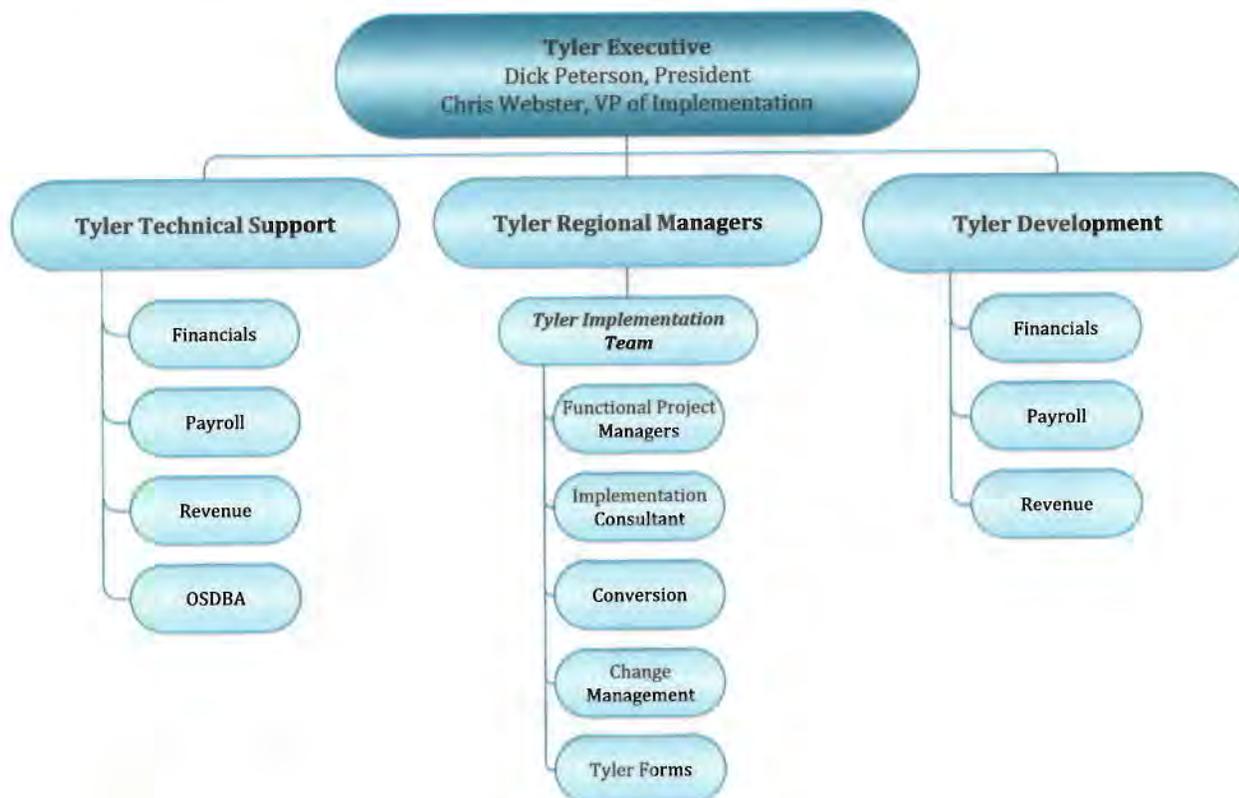
- Leading change management portion of process

- Executing the change management plan
- Directing City-wide communications
- Assisting with obtaining adoption of new business processes
- Coordinating department readiness for new system
- Managing development of training and providing training oversight
- Ensuring that City end users are receiving appropriate training
- Providing a place for City employees to voice concerns over the project
- Resolving change management issues
- Assisting with post implementation support planning

Resource	Title	Expected Commitment
	Project Manager	Included as Project Manager Role
	Change Management Facilitator	TBD

B.1.10 Tyler Project Structure

Below is a description of the roles and responsibilities of each member of the Tyler project structure with a level of commitment for both overall work and on-site presence for the City’s project. Additionally, key personnel resources are identified. Key personnel are subject to key personnel requirements included in the master agreement.



B.1.11 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of our blended team members. In the table that follows, a description of the various roles and responsibilities associated with the overall project team is provided.

B.1.12 Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Managers or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance. The communication path for issue escalation at this level is typically with the Project Sponsor and/or Executive Team.

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Chris Webster	Vice President - Implementation	As needed	As needed	No

B.1.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

- Tyler project team staffing decisions
- Assisting Tyler Project Managers with resolution of issues outside of the scope of the project impacting budget, scope or schedule
- Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Providing proactive personal communication with City Executive Sponsor and/or City Project Manager as needed for critical project risks and success factors

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Scott Parks	Regional Manager	As needed	As needed	No
Shawn Gaudreau	Regional Manager	As needed	As needed	No

B.1.14 Tyler Functional Project Managers

Tyler Project Managers are empowered to make all Tyler decisions regarding the project in order to keep the project on task. They initiate Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City and Tyler Project Teams. They escalate outstanding tasks and issues within Tyler and to the City Project Manager, as applicable. They work with the Tyler and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion, coordinate Tyler activities across modules and phases, and develop the Project Management Plans, with the assistance of the City Project Manager, in order to effectively manage the scope of the project and all changes that occur throughout the life of the project or project phase.

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
TBD	Project Manager		As needed	Yes
TBD	Project Manager		As needed	Yes

B.1.15 Tyler Implementation Consultants

The Tyler Implementation Consultants will be responsible for:

- Providing in-depth product expertise and knowledge of best practices use of Tyler products
- Conducting business process review and solution design analysis

- Review module-specific configuration plans and desired processing options
- Assist in configuration of module design plans and options
- Provide conversion analysis and crosswalk assistance
- Participate in to-be Static Environment Testing
- Conducting training (process, conversion validation, parallel processing)
- Testing functionality with City (base, customizations, interfaces)
- Performing problem solving and troubleshooting
- Following up on issues
- Complete daily site reports detailing activities for each implementation day
- Keeping the project manager(s) apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
TBD	Implementation Consultant - Financials	Varies - per contracted days		Yes
TBD	Implementation Consultant - Financials	Varies - per contracted days		No
TBD	Implementation Consultant - Payroll/HR	Varies - per contracted days		Yes
TBD	Implementation Consultant - Payroll/HR	Varies - per contracted days		No
TBD	Implementation Consultant – UB	Varies – per contracted days		Yes
TBD	Implementation Consultant – UB	Varies – per contracted days		No

B.1.16 Project SharePoint

Tyler understands that current, accurate information that is easily accessible is a key component in an ERP Implementation Project. As part of Implementation, Tyler will provide and host a SharePoint web site. The purpose of this site is to furnish the city and Tyler staff with a central location to plan, store and access pertinent documentation and information relating to the city’s implementation project. The ERP Implementation SharePoint site will ensure that all project stakeholders have an easy-to-use tool that will provide an integrated location to inquire, review and update any and all project information.

It is Tyler’s goal to have the site available for introduction to the City during the Project Manager’s on-site Kick-Off meeting. At this meeting, the PM will provide an overview of the site and distribute documentation that further explains the site and its available tools. It will be a central location to maintain control of the project and provide team members with a formal method of managing tasks, owners and due dates throughout the project.

This site will be jointly maintained by the Tyler and City Project Teams for the duration of the implementation. Each City SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text “breadcrumbs” for backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Documents & Links;

Announcements; Calendar; Project Task List; Issues & Action Items; Project Plan; Modifications& Enhancements; Versioning; Alerts.

B.1.16.1 SharePoint Backups

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

B.1.17 Project Plan

Tyler will create and maintain a baseline Project Work Plan throughout the project life cycle that represents the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The initial project plan is established with the City's approval of this SOW as the approved budget, schedule, and scope of the project. The Tyler Project Manager will present the working project plan to the Project Team at the kickoff or a subsequent project meeting. The project team will ask for modifications or will accept the Tyler project plan. Once the project plan is approved by the project team, the project baseline will be set by the Tyler Project Manager.

The baseline Project Work Plan will contain:

- Project's activities with tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Break Down Structure (WBS) featuring phases, deliverables, and work packages

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

B.1.18 Project Status Reports

Tyler will develop a Communications Management Plan, at the onset of the project that will define the frequency and recipients for the project status reports. Project reports are intended for the Project Manager and the City Executive Team and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Planned risk mitigation strategy
- Progress towards City project goals / criteria of project success
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and the City on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or the City Project Manager. The project team will meet to communicate activities occurring across sub-teams and to communicate any issues that are impeding progress.

B.1.19 Issue Tracking

Upon identification of project issues, risks, and key project decisions both Tyler and City team members are responsible for adding the issue to the Issue Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

The City and Tyler project managers will review the Issues Log on a bi-weekly basis during project team meetings, more frequently if needed. The City and Tyler project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, the City and Tyler project managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources. The City will not be responsible for making direct contact with Tyler support for issues identified on the issues log unless a critical issue is encountered while Tyler implementation staff is not onsite and the issue prevents City staff from making appropriate progress.

B.1.20 Issue Resolution

The following issue resolution processes will be used during the Project for all issues identified on the issues log.

Within two (2) business days following the scheduled status meeting, the City Project Manager and Tyler Project Managers will prioritize all new issues, provide an estimated due date for decision, assign the issue to an appropriate team member(s) and enter the detail in the Issues & Actions list on SharePoint.

Step 1: Once the issue has been assigned, the appropriate team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date. Assigned resources could

include both the Tyler or City project team members. The goal timeframes for resolving an issue are outlined in the Goal Issue Resolution Response Matrix below. In the event that the issue is not resolved by the project team during the time allotted, the issue will be escalated to step 2.

Step 2: If issues are not resolved by the project team and/or the City Project Manager and the Tyler Project Managers, the issue will be referred to the City Executive Team and/or Tyler Regional Manager for decision at the next scheduled meeting. For critical decisions, the Tyler project managers and City project manager can agree to schedule a special Executive Team meeting to discuss the issue. In the event the issue is not resolved by Tyler and the City Executive Team, the issue will be referred to Step 3.

Step 3: If issues are not resolved by the City Executive Team and/or Tyler Regional Manager, the issue will be referred to the City Project Sponsor and/or the Tyler Executive Oversight for the Project. The City Project Manager and Tyler Project Managers will request a meeting of the City Project Sponsor and/or Tyler Executive Oversight to be held within ten (10) business days. Meetings may need to occur sooner for critical issues. Prior to each meeting, both Tyler and the City will prepare a written analysis of the issue with recommendations for discussion. The City Project Sponsor and Tyler Executive Oversight will agree on a final resolution to the issue. It is expected that any decision impacting one of the following may also require a scope change approval as described in a later section of this statement of work. It is also expected that one or more of the following will apply:

- Have a significant impact on the Project or the organization
- Have a significant impact on Project scope
- May result in additional cost to Tyler or the City
- May cause the Project or the delivery of a Deliverable to become delayed

At any time during the project, if the City is not satisfied with the level of response from any of the Tyler project managers or Tyler Regional Manager, or if the Tyler project manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, the City will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

B.1.21 Goal Issue Resolution Response Matrix

Issue Group – Application		Goal Resolution Response				Notes
	Critical (Priority 1)	High (Priority 2)	Medium (Priority 3)	Low (Priority 4)		
Base software product is not functioning as designed.	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
Software customization is not functioning as specified.	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
Interface customization is not functioning as specified.	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
Forms Issues	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
System Configuration Issues	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
System Performance Issues	<=1 day	<=10 days	<=30 days	<=60 days	See Tyler Support Policy for definition.	
Issue Group – Project		Goal Resolution Response				Notes
	Critical (Priority 1)	High (Priority 2)	Medium (Priority 3)	Low (Priority 4)		
Scope Change Request Response	<=1 day	<=10 days	<=30 days	<=60 days	See below for priority definitions.	
Project Implementation Issues Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.	
Decision Making Delays Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.	
Personnel Issues	<=1 day	<=15 days	<=30 days	<=45 days	See below for priority definitions.	
Conversion Issues	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.	
Critical (Priority 1):	Issue is critical to the City and has significant impact on live processing, time sensitive training or critical path tasks.					
High (Priority 2):	Issue is severe, but there is a work around or intermediary action the City can take.					
Medium (Priority 3):	Issue is a non-severe but requires follow up from Tyler.					
Low (Priority 4):	Issue is non-critical for the City and they would like to work with applicable Tyler resource as time permits.					

B.1.22 Scope Change Process

If the City requires the performance of services that are not then being performed, or requires a change to the existing services, the City’s Project Manager shall deliver to the Tyler’s Project Managers a scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide City with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and City) required to perform the change
- Specifications
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on current milestones and payment schedule
- Impact on project goals and objectives
- Price

All scope change requests and scope change proposals will be approved first by the City Project Manager and Tyler Project Managers. Scope change requests will also be identified on the issues log and elevated to the City Executive Team for review at the next Executive Team meeting.

Within the reasonable timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from the City Project Manager's receipt of such scope change proposal (the "Response Period"), the City shall notify Tyler in writing if the City elects to proceed with the change proposal. If, within the Response Period, the City gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it. Tyler shall promptly commence performing the Services described in the scope change proposal upon Tyler's receipt of an approved scope change proposal during the Response Period, subject to the availability of Tyler personnel unless otherwise mutually agreed. Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the City's policies and that the Response Period must provide adequate time for City's consideration. City acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement, including the daily rates for services, unless mutually agreed in writing otherwise.

Section C: Technology Architecture

C.1.1 Munis Server Environment

To be inserted by Tyler Technology Team

C.1.2 Munis Client Workstation Recommendations

This section outlines the minimum and recommended system requirements for client workstations accessing the Tyler ERP system.

To be inserted by Tyler Technology Team

C.1.3 Environments

As part of the project, Tyler and the City will establish the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments.

- Testing
- Training
- Production/Live

C.1.4 Minimum Requirements for Start Up

See Munis Server Environment

C.1.5 Printer Requirements for Tyler Forms

The Tyler Software Product “Tyler Forms Processing” must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks. See “Comments” section of Tyler’s Investment Summary for additional details.

C.1.6 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of the City to have procured and installed all applicable hardware within 60 days after the effective date of the agreement. Failure to have necessary hardware within 60 days may result in delay in installing the Tyler software on the City’s hardware and may require changes to the implementation schedule.

C.1.7 Technical Roles and Responsibilities

This section defines technical activities, roles and responsibilities using the key defined below.

- Own (O): The party is solely responsible for the task

- Lead (L): The party responsible for the task and may manage other resources
- Participate (P): The party is involved in, but does not lead the task
- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review (R): The party is responsible for reviewing work products after task is completed
- None (N): The party is not involved in the task

INSTALLATION		Responsibility	
Task	Description	TYLER	CITY
Installation Timeframe	Discuss installation time frame and customer needs	Lead	Participate
Database Configuration	Determine database configuration and specification, i.e. cluster vs. mirror	Lead	Participate
Server Specifications	Provide server specifications and consultation	Lead	Review
Hardware Quote	Obtain hardware quote from vendor	Review	Lead
Quote Review	Provide quote for review and approval	Review	Lead
Hardware Order	Order hardware and notify of arrival date	Review	Lead
Installation Confirmation	Arrange and confirm onsite installation	Lead	Participate
Hardware Notification	Notify Tyler when hardware arrives	None	Lead
Pre-Installation Conference Call	Installation Eng. to arrange conference call to discuss and finalize installation process	Lead	Participate
Hardware Configuration Confirmation	Confirm hardware is configured and meets Tyler recommended specifications and system software at necessary service pack and patch levels..	Participate	Lead
Onsite Work	Arrive onsite and begin Tyler software installation	Lead	Participate
Installation Review	Review overall installation process with customer	Lead	Participate
Installation Resources	Provide necessary resources for installation, includes: Network Admin, Active Directory Admin, Server Admin, and any other required personnel .	Review	Lead
Munis Installation	Install Tyler applications	Lead	Participate
SQL Database	Install and configure SQL database	Lead	Participate
Administration Training	Conduct administration training to review all server configurations	Lead	Participate
End User Software Installation Training	Conduct training to install end user software	Lead	Participate
Installation sign-offs	Provide system installation report.	Leads	None
Onsite Installation Acceptance	Complete installation sign offs	None	Owns
Schedule Remote Work	Arrange for items that will completed remotely	Lead	Participate
Remote Connectivity	Provide connectivity assistance for remote items	Participate	Lead
Remote Installation Acceptance	Complete remote installation sign offs	None	Owns

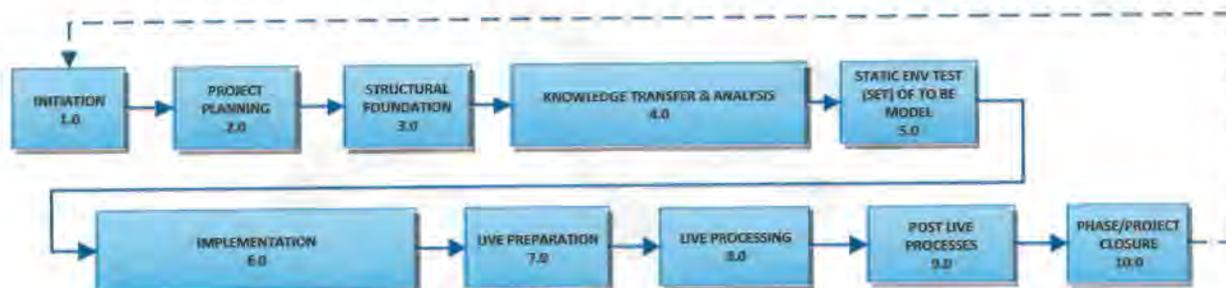
Section D: Implementation

D.1.1 Implementation Methodology Overview

Tyler's methodology is straightforward. We've taken the successful approach to implementation we've used or over 25 years and integrated it with the principles of the Project Management Institute (PMI), a globally recognized organization dedicated to the project management profession. As a result, our clients receive an implementation method tailored to meet their specific needs.

PMI's PMBOK® (Project Management Body of Knowledge Third Edition) Guide proposes that there are five process groups to every project: Initiating, Planning, Executing, Controlling, and Closing. As part of Tyler's commitment to incorporating the PMI principles into our implementation process, we have integrated these proven technologies of the PMI process with Tyler's implementation experience, to yield a proven approach that is tailored to the public sector.

Throughout a project, we establish control points (critical review points) to ensure an organization fully understands and accepts the project. It is at these check points that organizational stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.



IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

D.1.2 Implementation Schedule

The implementation schedule outlining specific tasks and activities required to meet the schedule outlined in Phases 1-3 outlined in Section A of this SOW will be defined in the project plan developed by Tyler.

D.1.3 Implementation Roles and Responsibilities

This section defines implementation activities and responsibilities for the major phases of the Tyler Implementation Methodology using the key defined below.

- Own (O): The party is solely responsible for the task
- Lead (L): The party responsible for the task and may manage other resources
- Participate (P): The party is involved in, but does not lead the task

- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review (R): The party is responsible for reviewing work products after task is completed
- None (N) : The party is not involved in the task

D.1.4 Project Management

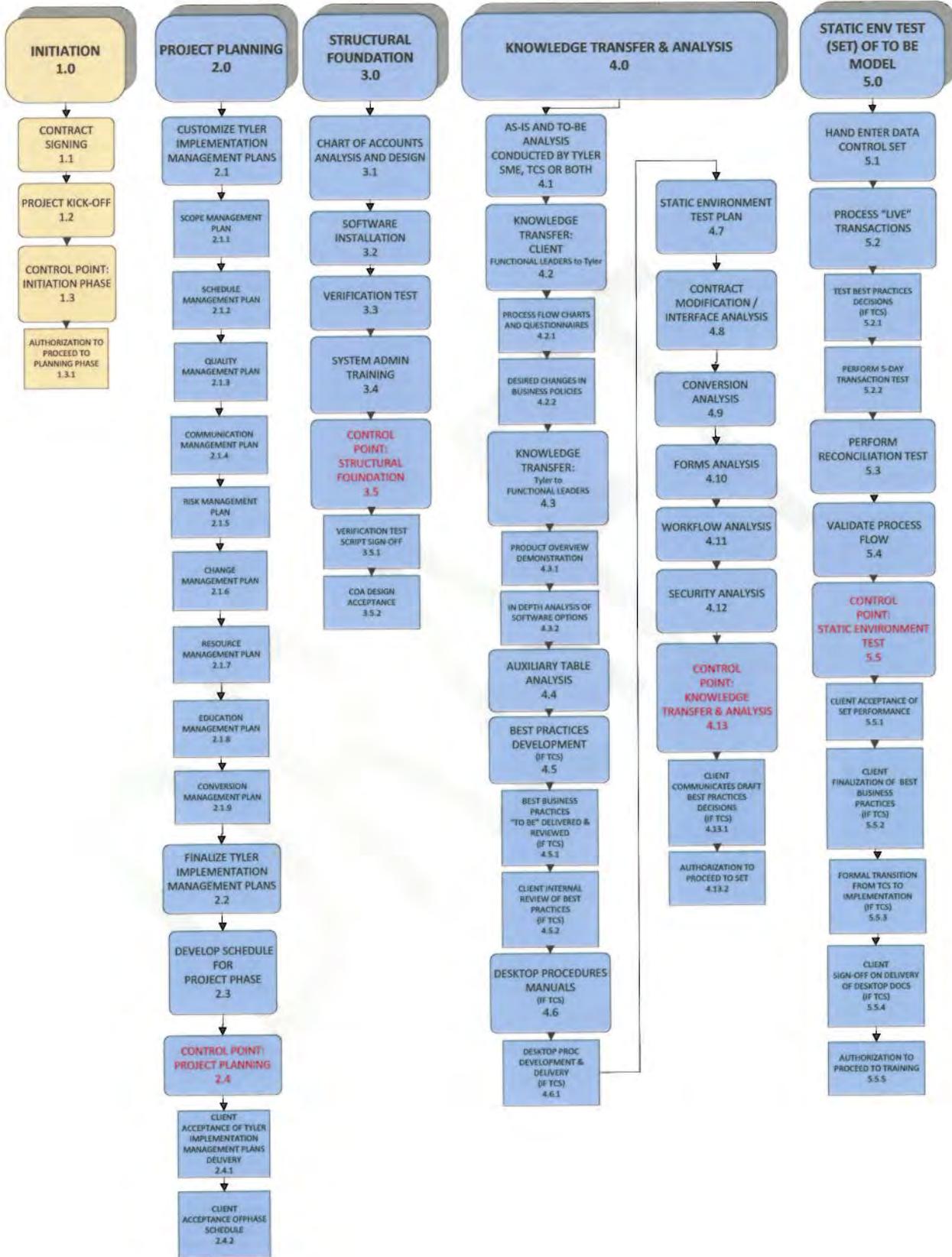
Task	Tyler Role	City Role
Project Management		
MUNIS Project Plan Development & Management	Lead	Review
Define MUNIS Project Standards & Procedures	Lead	Participate
Obtain Executive Mandate	None	Own
Manage MUNIS Deliverable Sign-offs	Lead	Participate
Manage MUNIS Implementation Resource Scheduling	Own	None
Monitor MUNIS Project Budget	Share	Share
Risk Management		
Coordinate MUNIS Partner 3rd Party Implementations	Lead	Participate
Schedule City Resources	None	Own
Coordinate MUNIS Interdepartmental Activities	Lead	Participate
Coordinate City Interdepartmental Activities	Participate	Lead
Develop and post project status reports	Lead	Participate
Tyler Project Status Meetings	Share	Share
Coordinate and Manage Internal City Project Meetings	None	Own
Monitor City Project Task Completion	Participate	Lead
Track Project Issues	Share	Share

D.1.5 Implementation Process Per Phase

The following implementation process will be repeated for each phase of the project listed in Section A.

D.1.5.1 Planning and Analysis

This portion of the implementation process commences once a contract has been signed. Project team members from the organization are identified. The City's project team will be responsible for monitoring the project and providing formal acceptance of each phase. Once team members have been determined, functional leaders are chosen for the project. Management plans are formed regarding the scope, schedule, quality/testing, communication, and risk of the project. This is accomplished in cooperation with the organization's management. The process of transferring knowledge to and from the functional leaders begins. Tyler consultants then review policies and procedures related to software functionality. Finally, scripts are tested based on decisions made and formal acceptance from the City's project team is obtained before moving to the next phase.



D.1.5.1.1 Initiation (1.0)

D.1.5.1.1.1 Contract Signing

		Roles & Responsibilities	
Task		TYLER	CITY
(1.1) Contract Signing	<ul style="list-style-type: none"> Contract signed by City and Tyler, takes place prior to scheduling the Project Kick-off Meeting. 	Share	Share

D.1.5.1.1.2 Kick Off

		Roles & Responsibilities	
Task		TYLER	CITY
(1.2) Project Kick-Off	<ul style="list-style-type: none"> Kick-Off meeting to introduce the City project team, the Tyler project team. Provide an overview of project activities. Opportunity for the City Executive to deliver expectations for participation and change. 	Share	Share

D.1.5.1.1.3 Control Point

		Roles & Responsibilities	
Task		TYLER	CITY
(1.3) Control Point	<ul style="list-style-type: none"> Implementation Phase Control Point 		
(1.3.1) Authorization to Proceed to Planning Phase	<ul style="list-style-type: none"> City confirms readiness to start project planning 	Share	Share

D.1.5.1.2 Project Planning (2.0)

D.1.5.1.2.1 Management Plans

		Roles & Responsibilities	
Task		TYLER	CITY
(2.1.1) Review SOW/Complete Scope Management Plan	<ul style="list-style-type: none"> Review/Define scope of project 	Lead	Participate
(2.1.2) Complete Baseline Schedule Management Plan	<ul style="list-style-type: none"> Define project-scheduling guidelines Validate go-live dates Determine blackout dates 	Lead	Participate
(2.1.3) Complete Baseline Quality Management Plan	<ul style="list-style-type: none"> Define quality and test plan and activities for project 	Lead	Participate
(2.1.4) Complete Baseline Communication Management Plan	<ul style="list-style-type: none"> Define communications for project Develop a plan for communications between team members and all other stakeholders 	Lead	Participate
(2.1.5) Complete Baseline Risk Management Plan	<ul style="list-style-type: none"> Assess risks of project Develop a plan for prioritizing and managing risks 	Lead	Participate

(2.1.6) Develop Change Management Plan	<ul style="list-style-type: none"> Provide and review Tyler Change Management tools for customer execution 	Lead	Participate
(2.1.7) Complete Baseline Resource Management Plan	<ul style="list-style-type: none"> Establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks 	Lead	Participate
(2.1.8) Complete Baseline Training Management Plan	<ul style="list-style-type: none"> Lay out the process of transferring knowledge between the City and Tyler Define measurement criteria 	Lead	Participate

D.1.5.1.2.2 Conversion and Tyler Forms Planning

		Roles & Responsibilities	
Task		TYLER	CITY
(2.1.9) Review Conversion Plan	<ul style="list-style-type: none"> Review purchased conversions Determine timelines, tasks and methods for validation 	Lead	Participate
Review Tyler Forms Process	<ul style="list-style-type: none"> Introduce the Tyler Forms team Review purchased forms Discuss equipment requirements 	Lead	Participate

D.1.5.1.2.3 Project Plan Development

		Roles & Responsibilities	
Task		TYLER	CITY
Discuss Phase Schedule	<ul style="list-style-type: none"> Identify schedule constraints, critical deadlines 	Lead	Participate
Coordinate non-contracted 3rd Party Implementations	<ul style="list-style-type: none"> Develop plan with 3rd Party Vendor to integrate deliverables with Tyler timeline and requirements 	None	Own
Deliver initial Phase Project Plan	<ul style="list-style-type: none"> Develop task list and schedule. Assign ownership Post on City Project SharePoint site. 	Lead	Review
(2.2) Finalize Implementation Management Plans	<ul style="list-style-type: none"> Update Implementation Planning document with Planning Session results 	Lead	Participate
(2.3) Develop Schedule for Project Phase	<ul style="list-style-type: none"> Tyler PM will create a proposed schedule for the first phase of the project 	Lead	Participate
(2.4) Control Point Project Planning	<ul style="list-style-type: none"> Project Planning Control Point 		
(2.4.1) City Acceptance of Tyler Implementation Management Plans Delivery	<ul style="list-style-type: none"> City signs-off to accept the Implementation Plans 	Participate	Lead
(2.4.2) City Acceptance of Phase Schedule	<ul style="list-style-type: none"> City signs-off to accept the Phase Schedule 	Participate	Lead

D.1.5.1.3 Structural Foundation (3.0)

D.1.5.1.3.1 Chart of Accounts

		Roles & Responsibilities	
Task		TYLER	CITY
(3.1) Chart of Accounts Analysis	<ul style="list-style-type: none"> Discuss COA needs, Munis set up and options Determine structure for COA 	Lead	Participate
Build Chart Spreadsheet	<ul style="list-style-type: none"> Build Excel COA spreadsheet with new structure 	Participate	Lead
Convert Chart Spreadsheet	<ul style="list-style-type: none"> Write and execute program to convert COA spreadsheet into Munis GL 	Own	None
Load COA Conversion in Test DB	<ul style="list-style-type: none"> Load converted COA into test database for validation 	Participate	Lead
Validate Converted Chart	<ul style="list-style-type: none"> Confirm that the COA details in the spreadsheet match the converted data in Munis 	Participate	Lead
(3.5.2) Authorize COA to be loaded in Live DB	<ul style="list-style-type: none"> City acceptance of COA 	None	Own
Load COA in Live DB	<ul style="list-style-type: none"> The new COA becomes part of the live database 	Lead	Participate

D.1.5.1.3.2 Hardware & Software Installation

		Roles & Responsibilities	
Task		TYLER	CITY
(3.2) Perform Software Installation & System Admin Training	<ul style="list-style-type: none"> Install server(s) Install purchased software Train City on system setup, configuration and maintenance 	Lead	Participate
Acceptance of Installation	<ul style="list-style-type: none"> City acceptance of installation and training 	None	Own
(3.3) Perform Verification Test	<ul style="list-style-type: none"> Perform scripted test to validate baseline software performance 	Lead	Participate
(3.5.1) Acceptance of Verification Test	<ul style="list-style-type: none"> City acceptance of baseline test 	None	Own

D.1.5.1.3.3 System Administration

		Roles & Responsibilities	
Task		TYLER	CITY
(3.4) System Admin Training	<ul style="list-style-type: none"> Train City on User ID's, permissions, etc. 	Lead	Participate
Build System Admin Tables	<ul style="list-style-type: none"> City adds Users, builds permissions, etc. 	Participate	Lead

D.1.5.1.3.4 Control Point

		Roles & Responsibilities	
Task		TYLER	CITY
(3.5) Control Point for Structural Foundation	<ul style="list-style-type: none"> (3.5.1) Verification Test Script Sign-Off (3.5.2) COA Design Acceptance 	Participate	Lead

D.1.5.1.4 Knowledge Transfer and Analysis (4.0)

D.1.5.1.4.1 As-Is & To-Be Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
(4.1) Perform As-Is Analysis	<ul style="list-style-type: none"> Conduct analysis of City's current business practices Process questionnaires 	Lead	Participate
(4.1) Perform To-Be Analysis	<ul style="list-style-type: none"> Conduct analysis of desired process changes Review Flow Charts Review available options 	Lead	Participate
Facilitate To-Be Sessions	<ul style="list-style-type: none"> Facilitates discussions of business process change 	Participate	Lead

D.1.5.1.4.2 Knowledge Transfer

Task		Roles & Responsibilities	
		TYLER	CITY
(4.2) Knowledge Transfer: City	<ul style="list-style-type: none"> As-Is Analysis – City provides information to Tyler about current business practices 	Lead	Participate
(4.2.1) Process flow charts and questionnaires	<ul style="list-style-type: none"> Review inventory of processing, configuration and data flow options 	Lead	Participate
(4.2.2) Desired Changes in Business Process	<ul style="list-style-type: none"> Review desired changes in business processes and data flows 	Lead	Participate
(4.3) Knowledge Transfer: Tyler to Functional Leads	<ul style="list-style-type: none"> To-Be Analysis – Tyler provides information to City about module with discussion of desired process changes 	Lead	Participate
(4.3.1) Product Overview Demonstration	<ul style="list-style-type: none"> Review module organization and processing flow 	Lead	Participate
(4.3.2) Analysis of Software Options	<ul style="list-style-type: none"> Review module parameters, code configurations and work flow options 	Lead	Participate
(4.4) Perform Set Up Table Analysis	<ul style="list-style-type: none"> Conduct analysis of set up tables codes and parameters 	Lead	Participate
(4.6.1) Develop Procedure Manuals	<ul style="list-style-type: none"> Customized Procedural Manuals for each respective module purchased, including applicable decentralized functions 	None	Own

D.1.5.1.4.3 Static Environment Test Plans

Task		Roles & Responsibilities	
		TYLER	CITY
(4.7) Static Environment Test Plans	<ul style="list-style-type: none"> Compile information gathered during analysis and prepare scripts for To-Be Test (Static Environment Test) 	Own	None

D.1.5.1.4.4 Interface & Modification Analysis and Spec Development

Task		Roles & Responsibilities	
		TYLER	CITY
(4.8) Perform Interface Analysis	<ul style="list-style-type: none"> Perform detailed analysis of custom interfaces identified in contract Validate requirement and interaction 	Lead	Participate

	with process decisions		
(4.8) Perform Modifications Analysis	<ul style="list-style-type: none"> Perform detailed analysis of custom modifications identified in contract Validate requirement and interaction with process decisions 	Lead	Participate

D.1.5.1.4.5 Reporting Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
See section D.1.8.1			

D.1.5.1.4.6 Data Conversion Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.9) Perform Conversion Analysis	<ul style="list-style-type: none"> Review and develop initial crosswalk for purchased conversions 	Lead	Participate

D.1.5.1.4.7 Forms Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.10) Perform Tyler Forms Analysis	<ul style="list-style-type: none"> Review purchased Tyler Forms mock-up kits and layout options 	Lead	Participate
Complete Tyler Forms Kits	<ul style="list-style-type: none"> Complete mock-up of selected form designs and submit to Tyler Forms 	Participate	Lead

D.1.5.1.4.8 Workflow Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.11) Perform Workflow Analysis	<ul style="list-style-type: none"> Discuss options for workflow settings and desired process flow Develop matrix for workflow settings 	Lead	Participate

D.1.5.1.4.9 Security Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.12) Perform Security Analysis	<ul style="list-style-type: none"> Discuss options for security settings within applications Develop matrix for security settings 	Lead	Participate

D.1.5.1.4.10 Knowledge Transfer & Analysis Control Point

		Roles & Responsibilities	
Task		TYLER	CITY
(4.13) Control Point for Knowledge Transfer & Analysis	<ul style="list-style-type: none"> N/A 		
(4.13.1) City Communicates Draft Best Business Practices	<ul style="list-style-type: none"> City provides Best Business practices decided upon after internal City review 	Participate	Lead
(4.13.2) Authorization to Proceed to SET	<ul style="list-style-type: none"> City signs-off to accept Knowledge Transfer & Analysis to proceed to SET 	Participate	Lead

D.1.5.1.5 Static Environment Test of To-Be Model (5.0)**D.1.5.1.5.1 Control Data Set**

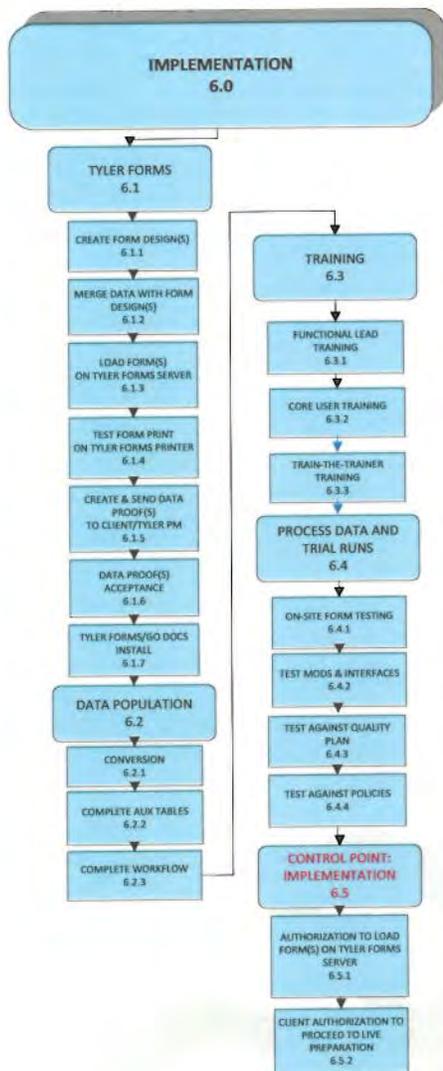
Task		Roles & Responsibilities	
		TYLER	CITY
(5.1) Create Data Set	<ul style="list-style-type: none"> Hand Key representational data using actual City records 	Lead	Participate

D.1.5.1.5.2 Validate Process Flow & Procedural Decisions

Task		Roles & Responsibilities	
		TYLER	CITY
(5.2) Perform To-Be Test (Static Environment Test) Process "Live" Transactions	<ul style="list-style-type: none"> Conduct demonstration of To-Be decisions in Munis with hand-keyed data 	Lead	Participate
Validate New Process Flow	<ul style="list-style-type: none"> Perform representational City transactions to test overall process flow design 	Lead	Assist
Finalize To-Be Decisions	<ul style="list-style-type: none"> City validates To-Be decisions 	None	Owns
Create Sample Data File	<ul style="list-style-type: none"> Produce sample data files for applicable forms 	Lead	Participate
(5.2.2) Perform 5 Day Transaction Test	<ul style="list-style-type: none"> Perform representational City transactions to reflect a 5 day time period 	Lead	Participate
(5.3) Perform Reconciliation Test	<ul style="list-style-type: none"> View results of hand entered data via reports and inquiries 	Lead	Participate
(5.4) Validate Process Flow	<ul style="list-style-type: none"> Test overall process flow design 	Lead	Participate
(5.5) Control Point: Static Environment Test	<ul style="list-style-type: none"> N/A 		
(5.5.1) City Acceptance of SET performance	<ul style="list-style-type: none"> City signs-off to accept results of the SET testing 	Participate	Lead
(5.5.5) Authorization to Proceed to Training	<ul style="list-style-type: none"> City signs-off on entire SET process to authorize readiness to proceed to training 	Participate	Lead

D.1.5.2 Setup, Training and Conversion

This portion of the implementation begins with data conversion, forms design, table and preference setup, and primary-user training. System testing follows the completion of these tasks. This testing will determine the success of the knowledge transfer to end users. Formal acceptance from the City's project team is required before advancing to the next phase.



D.1.5.2.1 Implementation (6.0)

D.1.5.2.1.1 Tyler Forms

		Roles & Responsibilities	
(6.1.1) Create Form Designs	<ul style="list-style-type: none"> Tyler Forms creates form designs from City mock-ups 	Own	None
(6.1.2) Merge Sample Data Files	<ul style="list-style-type: none"> Tyler Forms merges data from To-Be Test with Form designs 	Own	None
Review Data Proofs	<ul style="list-style-type: none"> City validates form design, content and layout 	Participate	Lead
(6.5.1) Accept Form Design	<ul style="list-style-type: none"> City accepts form design and authorizes installation 	None	Own
(6.1.3) Install Forms Server	<ul style="list-style-type: none"> Tyler Forms installs Forms Server on City server 	Lead	Participate
(6.1.4) Test Forms	<ul style="list-style-type: none"> Perform test of Tyler Forms through process testing and training 	Shared	Shared
Secure Bank Acceptance	<ul style="list-style-type: none"> Submit forms to bank for approval. 	None	Owns
(6.1.5) Create and Send Data Proofs to City/Tyler PM	<ul style="list-style-type: none"> Tyler sends form design proofs for review and acceptance 	Lead	Participate
(6.1.6) Tyler Forms/Go Docs Install	<ul style="list-style-type: none"> Tyler Forms installs final forms on City server 	Lead	Participate
(6.1.7) Install Tyler Forms Library/Go-Docs	<ul style="list-style-type: none"> Tyler installs Forms Library on City server 	Lead	Participate

D.1.5.2.1.2 Data Population

		Roles & Responsibilities	
Task		TYLER	CITY
(6.2) Conversion	<ul style="list-style-type: none"> Prepare system parameters and codes to align with data mapping 	Lead	Participate
Set Up Table Training	<ul style="list-style-type: none"> Train City on completion of Set Up Tables according to analysis sessions 	Lead	Participate
Workflow Training	<ul style="list-style-type: none"> Train City on Workflow completion 	Leads	Participate
(6.2.2) Complete Set Up Tables	<ul style="list-style-type: none"> City builds Set Up tables 	Participate	Leads
(6.2.3) Workflow Completion	<ul style="list-style-type: none"> City builds Workflow 	Participate	Lead
Submit Conversion Data & Produce Balancing Reports	<ul style="list-style-type: none"> City pulls data from legacy system and submits to Tyler, produces balancing reports 	None	Own
(6.2.1) Run Conversion Program	<ul style="list-style-type: none"> Write and execute program to convert submitted data according to crosswalk 	Own	None
Train Conversion Validation Process	<ul style="list-style-type: none"> Train City on methods for validating converted data in Munis 	Lead	Participate
Validate Data Conversions	<ul style="list-style-type: none"> City validates converted data using error reports, balancing reports, etc. 	None	Own
Submit Conversion Corrections	<ul style="list-style-type: none"> City documents and submits needed corrections to conversion 	Participate	Lead
Accept Conversions	<ul style="list-style-type: none"> City acceptance of data conversions and authorization to load 	None	Own

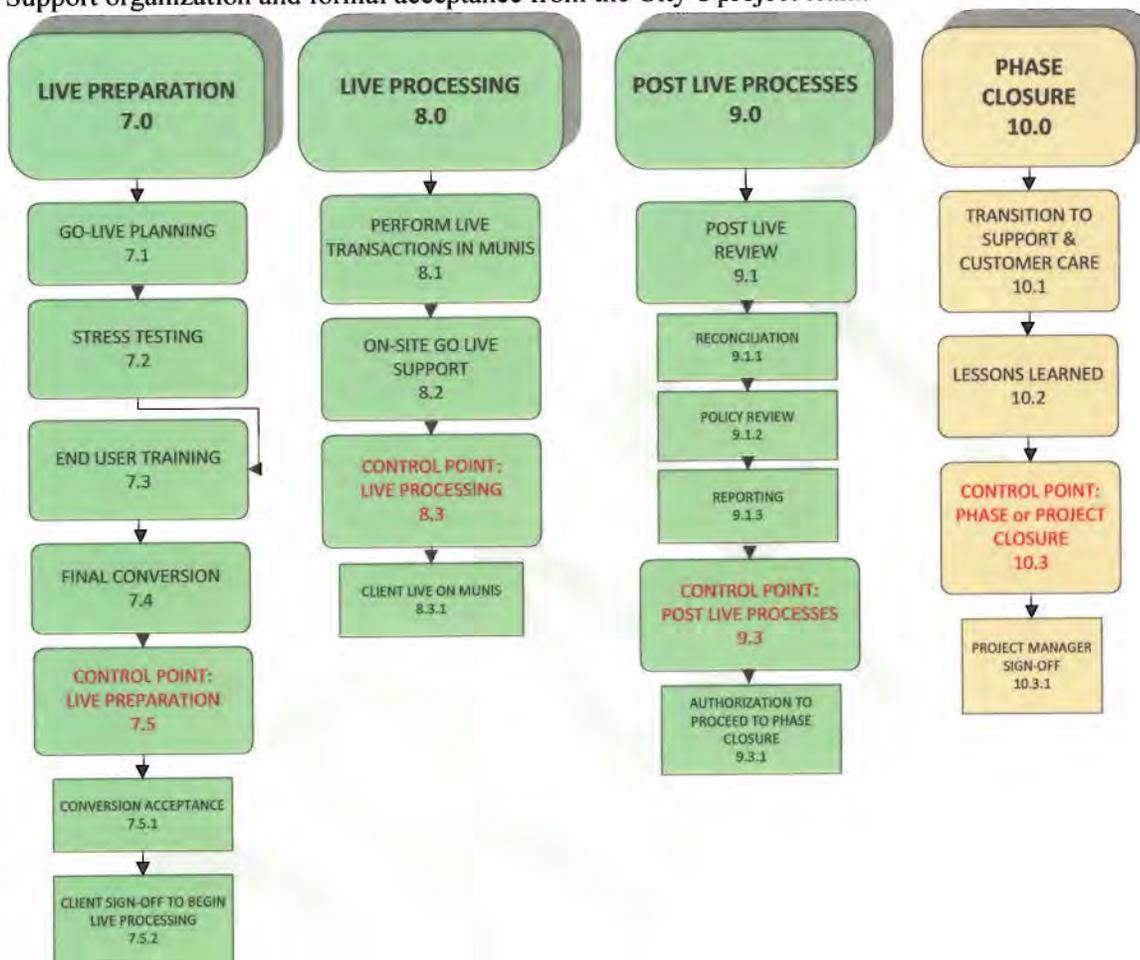
D.1.5.2.1.3 Training & Testing

		Roles & Responsibilities	
Task		TYLER	CITY
(6.3.1) Train Functional Leads/Subject Matter Experts	<ul style="list-style-type: none"> Train Functional Leads/Subject Matter Experts on applicable Munis processing 	Lead	Participate
(6.3.2) Train Core Users	<ul style="list-style-type: none"> Train Core Users on applicable Munis processing 	Lead	Participate

(6.3.3) Train-the-Trainer	<ul style="list-style-type: none"> Train City's Trainer on End User processes 	Lead	Participate
Train Decentralized End Users	<ul style="list-style-type: none"> Train City's Decentralized End Users 	None	Own
(6.4) Train and Perform 1st Trial Run/Parallel Process	<ul style="list-style-type: none"> Train City on completing Trial Run/Parallel processes 	Lead	Participate
(6.4.1) On-Site From Testing	<ul style="list-style-type: none"> Train City on process of printing and testing forms 	Lead	Participate
(6.4.2) Test Mods and Interfaces	<ul style="list-style-type: none"> Train City on process of modification and interface programs 	Lead	Participate
(6.4.3) Test Against Quality Plan	<ul style="list-style-type: none"> Verify programs work according to definition in quality plan 	Lead	Participate
(6.4.4) Test Against Policies	<ul style="list-style-type: none"> Verify process meets policy decisions 	Lead	Participate
Perform Additional Trial Run/Parallel Processes	<ul style="list-style-type: none"> Complete Trial Run/Parallel process steps, identify discrepancies and correct 	Participate	Lead
(6.5) Control Point: Implementation	<ul style="list-style-type: none"> N/A 		
(6.5.2) City Authorization to Proceed to Live Preparation	<ul style="list-style-type: none"> City sign-off on Training – acknowledging readiness for go-live 	Participate	Lead

D.1.5.3 Live Preparation, Go-Live and Phase Closure

This portion of the implementation begins with a pre-live process review, proceeds to final training and conversion to be followed by quality assurance testing. The phase closes with a transition to the product Support organization and formal acceptance from the City’s project team.



D.1.5.3.1 Live Preparation (7.0)

Task		Roles & Responsibilities	
		TYLER	CITY
(7.1) Pre-Live Planning	<ul style="list-style-type: none"> City and Tyler meet to outline go-live steps, requirements and assignments 	Lead	Participate
Perform Go-Live Readiness Assessment	<ul style="list-style-type: none"> Evaluate readiness of City staff to perform live process from training and change management prospective 	Share	Share
Cut Off Legacy System	<ul style="list-style-type: none"> City ceases activities in applicable legacy applications 	None	Own
Submit Final Conversion Data & Produce Balancing Reports	<ul style="list-style-type: none"> City pulls Final Conversion data and submits to Tyler 	None	Own
(7.2) Stress Testing	<ul style="list-style-type: none"> City performs any desired stress testing 	None	Own

(7.3) End User Training	<ul style="list-style-type: none"> City trains decentralized end users 	None	Own
(7.4) Run Final Conversion Program	<ul style="list-style-type: none"> Execute program to convert submitted final data according to crosswalk 	Own	None
Validate Final Data Conversions	<ul style="list-style-type: none"> City validates converted data using error reports, balancing reports, etc. 	None	Own
(7.5.1) Accept Conversions & Authorize Load to Live	<ul style="list-style-type: none"> City accepts final conversions and authorizes them to be loaded in Live Database 	None	Own
Live data load	<ul style="list-style-type: none"> Load data into Live environment 	Share	Share
(7.5.2) Authorize Live Processing	<ul style="list-style-type: none"> City authorizes City users to begin live processing 	None	Own

D.1.5.3.2 Live Processing (8.0)

Task		Roles & Responsibilities	
		TYLER	CITY
(8.0) Live Processing	<ul style="list-style-type: none"> City begins live processing in system 	Assist	Lead
(8.1) Perform Live Transactions in MUNIS	<ul style="list-style-type: none"> City begins live processing in system 	Assist	Lead
(8.2) On-Site Go Live Support	<ul style="list-style-type: none"> Tyler is on-site to support go-live processing 	Lead	Participate
(8.3) Control Point: Live Processing	<ul style="list-style-type: none"> N/A 		
(8.3.1) City Live on MUNIS	<ul style="list-style-type: none"> City is Processing in System 	Assist	Lead

D.1.5.3.3 Post-Live Process (9.0)

Task		Roles & Responsibilities	
		TYLER	CITY
(9.1.1) Train Reconciliation Processes	<ul style="list-style-type: none"> Review Reconciliation Process training 	Lead	Participate
Provide Post Live Support	<ul style="list-style-type: none"> Provide assistance to City's users while performing live processes Work to resolve any outstanding issues 	Lead	Assist
Complete Outstanding Training	<ul style="list-style-type: none"> Identify and complete any outstanding training on live applications 	Lead	Participate
(9.1.2) Policy Review	<ul style="list-style-type: none"> Review Policy and Procedure decisions 	Participate	Lead
(9.1.3) Reporting	<ul style="list-style-type: none"> Train City on 3rd Party Reporting functionality 	Lead	Participate
(9.3.1) Authorization to proceed to phase closure	<ul style="list-style-type: none"> City authorizes post-live process and proceeds to phase closure 	Participate	Lead

D.1.5.3.4 Phase Closure (10.0)

Task		Roles & Responsibilities	
		TYLER	CITY
(10.1) Transition to Support	<ul style="list-style-type: none"> Conference call to introduce Transition Project Manager and Support 	Lead	Participate
(10.2) Document Lessons Learned	<ul style="list-style-type: none"> City and Tyler discuss Lessons Learned for future phases, if applicable 	Share	Share
10.3.1) Final Acceptance	<ul style="list-style-type: none"> City accepts Phase Closure 	None	Own

D.1.6 Modifications

D.1.6.1 Definition of a Program Modification

Program customizations typically involve changes or additions in program functionality in order to affect some new, desired result within the Munis programs.

D.1.6.2 Definition of an Interface Modification

Custom interfaces typically involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, then programming charges will be incurred at the prevailing contract rates.

D.1.6.3 Specification Development

Tyler provides development representatives to ensure an accurate and timely delivery of the desired functional changes. Tyler development representatives will be assigned to manage and monitor activities such as discovery calls, definition documents and delivery milestones. The development representatives work closely with the implementation team, as well as the City, to reach the goal of a successful modification/interface delivery.

D.1.6.4 Program Modification or Custom Interface Summary Document

The Program Modification or Custom Interface Summary Document contains descriptions and details of the desired Modification. This document identifies exactly what the City requested modification needs to accomplish and is completed as a result of Tyler development representatives reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), and subsequent analysis. Final documentation steps should be completed and sent to City within ten (10) business days after analysis. A copy of the modification summary document is sent to City representative and project manager for review and signature. The standard signoff period is ten (10) business days, unless additional time is mutually agreed upon.

D.1.6.5 Program Modification or Custom Interface Specification Document

The Program Customization or Custom Interface Summary Document contains descriptions and details of the desired Customizations. This document identifies exactly what the City requested Customization needs to accomplish and is completed as a result of the Development Representative reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), subsequent analysis. A copy of the Customization summary document is sent to City project manager for review and signature. The standard signoff period is ten (10) business days.

D.1.6.6 Modification Signoff Document

This document completes the process, indicating the City has received the program Customization and its functions as defined in previous documents.

D.1.6.7 Incorporation of Modifications/Interfaces into a MUNIS General Release

D.1.6.7.1 Approval Process for Incorporation

Customizations and interfaces provided by Tyler Development staff become part of the general release of the system. Contract Customizations and interfaces as well as post-contract programming changes follow a formal Customization/Change Process. A Product Manager and the Vice-President of Development evaluate each post-contract request for development quote. A written response is submitted to the City evaluating the feasibility of the request, whether a solution is covered at no charge or involves a fee, an estimated time frame for completion and the applicable MUNIS General Release version. We attempt to provide a programming solution that has the ability to be used with parameters and settings to allow for subsequent use and broad appeal.

D.1.6.7.2 Impact of Modification/Interface Delivery on Implementation

As code changes will be delivered approximately six (6) months after applicable project phase inception there are certain logistics that must be factored into the project plan to accommodate this process. If customizations require upgrading to a new release, plans must be made to introduce the new release into a test environment and conducting thorough cross-module testing, especially for modules already in live production. The City owns this testing and all of these activities must be carefully coordinated with other ongoing phases of implementation.

D.1.6.7.3 Installation

At the time of software installation, the most current product available will be installed, but will not contain the customizations ordered by the City. Customizations will be developed as part of the implementation as defined in this Statement of Work.

D.1.6.7.4 Project Release Schedule

Customizations are delivered through Tyler Munis Internet Update utility to be loaded against releases in accordance with Tyler’s published release life cycle policy (see [Appendix 1.1.8](#)). This is done in order to predict and schedule release upgrades during the planned implementation phases and to provide the assurance of continually operating on a fully supported release for live modules. As such, the following upgrade schedule will need to be followed to ensure timely delivery of agreed to go-live customizations:

Munis Release	Target Test System Deployment	Target Live System Deployment
Version 10.2 (General Availability)	Upon installation	Upon installation
Version 10.3 (Early Adopter)		

D.1.6.8 Scope of Customizations and Interfaces

All customizations are listed in [Exhibit xx](#). The following customizations have been identified as required for go-live:

- There are no customizations or interfaces in the scope of this project

D.1.6.9 Interface Scope

See **Exhibit xx** for the interfaces that are considered in scope. The following interfaces have been identified as required for go-live:

- There are no customizations or interfaces in the scope of this project

D.1.6.10 Customizations & Interfaces Roles & Responsibilities

D.1.6.10.1 Customizations

Task	Description	Responsibility	
		TYLER	CITY
Discovery of customization requirements	Through analysis, functional requirements will be defined	Lead	Participate
Requirement Validation	The City, Tyler Consultants and Tyler Development Representatives verify Customization is necessary through exploration of existing options	Lead	Participate
Create Customization Summary	Tyler Development Representative will work with the City to write a basic summary outline of customization functionality	Lead	Participate
Create Detailed Customization Specification Document	Tyler Development Representative review Customization Summary and create City Specification document that describes how and where the program changes will occur in order to accomplish functional requirements	Own	None
Specification Sign-Off, Authorization to Proceed	Tyler will deliver a written specification to City, outlining functional changes, cost, timeline and version requirements. This document must be signed prior to any work being performed by Tyler	None	Own
Development of Customization	Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps	Own	None
Customization QA	Tyler's QA team will test customization within applicable, impacted modules	Own	None
Customization Delivery and Demonstration	Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification	Lead	Participate
Test Customization	City will validate performance of customization through repeated unit testing as well as process testing throughout implementation	Participate	Lead
Customization Acceptance	Tyler will deliver a written Acceptance Sign-Off for the customization. Acceptance is expected within 30 days of delivery unless City notifies Tyler in writing of non-compliance with specification	None	Own

D.1.6.10.2 Interfaces

Task	Description	Responsibility	
		Tyler	City
Provide Data Map	Data map of the 3 rd party system will be provided by the City, along with instructions or crosswalks that need to be developed	Participate	Lead
Design Data Mapping	Data will be mapped between the systems to which Tyler needs to interface and the Tyler interface format	Lead	Participate
Develop Custom Specification	A document is created describing the interface purpose, type, direction and system impacts (if any)	Own	Participate
Develop Custom Programs	Programs will be developed to import/export Tyler data in format required	Own	None
Modification Procedure Document	A document is created describing the interface and how to utilize it	Lead	Participate
Import/Export data from/to the Tyler data tables into/out of the Tyler applications	Tyler trains applicable City users to import/export data from the Tyler data tables into/out of the Tyler applications	Share	Share
Create schedule for executing imports/export	A schedule is defined to execute the imports/exports	Participate	Lead

D.1.7 Tyler Reporting Services (TRS) SSRS Report Development

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. The City will also have available a Report Library of over 200 reports via the MUNIS Support Website.

Training will be conducted during the first phase of the implementation, or within 60 days of go-live, whichever is deemed a better fit by the City. Tyler uses a “train the trainer” approach, which will provide certain individuals within the City with the tools necessary to train additional users on the subject matter as they see fit.

Tyler Reporting Services utilizes an SQL report writing tool called Business Intelligence Development Studio (BIDS) to extract data from the MUNIS system and create custom reports. Once trained, the City will have the ability to create their own custom reports and modify any report from the TRS Report Library. TRS training does not include the authoring of custom reports for the City by Tyler.

D.1.7.1 SSRS Report Development Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Determine all reporting needs for all modules	None	Own
Prioritize reports by required date (must have upon go-live, quarterly reports, annual reports, sporadic/seldom used reports)	Participate	Lead

Analyze canned reports in MUNIS system for matching data to required reports	Participate	Lead
Determine fit / gaps of canned MUNIS reports to reporting requirement requests	Participate	Lead
Identify custom reporting needs	Participate	Lead
Train users on reporting tools	Lead	Participate
Develop custom reports	None	Own

D.1.8 Data Conversion

D.1.8.1 Data Conversion Scope

Tyler delivers all conversions at a flat rate. Conversions are billed as the work is completed upon completion of agreed to milestones defined in the agreement, therefore, the City will only be charged for those data conversions that are executed in the implementation of the software.

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions below will be considered out of scope and will be billed at prevailing contract rates.

Conversion ID	Description
AC Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
AC Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the MUNIS GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
AC Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
AP Opt 1 - Checks	Check History
AP Opt 2 - Invoice	Invoice History
AP Standard Master	Vendor Master
FA Opt 1 – History	Fixed Assets transaction history
FA Standard Master	Fixed Assets Master
GB Opt 1 – Recurring Invoices	General Billing - Recurring bill templates
GB Opt 2 – Bills	General Bills
GB Standard CID	Customer File
IN Opt 1 – Commodity Codes	Commodity Codes
IN Standard Master	Inventory Item Master
PR Opt 1 - Deductions	Employee Deductions
PR Opt 10 - Certifications	Employee Certifications and Expirations
PR Opt 11 – Education	Employee Education History
PR Opt 2 – Accrual Balances	Employee Accrual Balances
PR Opt 3 - Accumulators	YTD, QTD, MTD Accumulators
PR Opt 4 – Check History	Payroll Check History
PR Opt 5 – Earn/Ded History	Payroll Earnings and Deductions History
PR Opt 6 – Applicant Tracking	Applicants and Job Openings

PR Opt 7 – PM Action History	Personnel Actions History
PR Opt 8 – Position Control/Hist	Payroll Position Control and History
PR Option 9 – State Retirement	State Retirement Tables
PR Standard	Payroll Employee Master
PG Opt 1	Project ledger – actual account summary balances for up to 3 years
PG Opt 2	Project Ledger – budgeted account balances for up to 3 years
PG Opt Std	Project Ledger Accounts
PO Standard	Open purchase orders with encumbrances
UB Opt 1	UB Services
UB Opt 2	UB Assessments
UB Opt 3	UB Consumption History
UB Opt 4	UB Balance Forward AR
UB Opt 5	UB Service Orders
UB Opt 6	UB Backflow
UB Opt Standard	UB Standard Master

D.1.8.2 Data Conversion Roles & Responsibilities

Task	Description	TYLER	CITY
Data Mapping	Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct the City on the legacy source files and desired fields for conversion mapping	Share	Share
Run Validation Reports	The City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation	None	Own
Extract data	The City is responsible for extracting the data from a legacy system into the accepted Munis layout	None	Own
Develop conversion programs based on City data mapping and file submission layout.	Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions or additional charges may apply	Own	None
Load Data Conversion Passes	Load all conversion passes as directed by Tyler PM	Lead	Assist
Review Error Reports	Tyler will produce an error report outlining errors that result from running City’s data through the conversion program. The City is responsible for reviewing the report and investigating solutions	Participate	Lead

D.1.8.3 Data Conversion Assumptions

Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Accrual transaction history is not part of this option. If the City requests accrual history it needs to be quoted by the conversion department
- Payroll goes live in 2 steps. The employee master and deduction data is accepted and maintained in both legacy and MUNIS systems for 1 to several months, in order to give the City time to create MUNIS pay records for their employees and do parallel payroll runs

D.1.9 Workflow

D.1.9.1 Workflow Scope

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Customer resources to help identify, configure, and train on the applicable workflow processes.

D.1.9.2 Workflow Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Analyze workflow needs and determine use within MUNIS for each module	Lead	Participate
Recommend areas that should implement workflow business rules to enforce internal controls, segregation of duties and provide additional audit trails for transactions	Lead	Participate
Develop workflow process for all MUNIS applications based upon approved Best Business Practice recommendations	Participate	Lead
Review the workflow in each office and identify the disparities	Participate	Lead
Outline the current workflow and contrast new procedures	Participate	Lead
Implement new workflow procedures at ERP System implementation	Participate	Lead

D.1.10 Testing

Testing occurs throughout the project, typically in repeated patterns that align closely with other major project activities. This is a shared responsibility between the City and Tyler and will be coordinated, conducted and monitored by both parties.

D.1.10.1 Verification Script Testing

Performed after software installation to demonstrate to the City that core product functionality is in place and use of the software can begin.

D.1.10.2 Static Environment Testing (SET)

This is performed once the City has made preliminary Best Practice decisions. The purpose of the test is to provide an early opportunity to the City for validation of business process decisions in the actual application, without the complication of converted data. This pristine testing environment allows decision-makers to focus on process flow without the potential impact of converted data. A key part of the test is to conduct a “five-day” transaction test, during which all activities that take place in a standard week are duplicated and tested. This testing is a key milestone that dictates whether Core User Documents can be written and data population can begin.

D.1.10.3 Conversion Validation & Testing

This is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Acceptance of conversion programming must be completed long before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.

D.1.10.4 Modification Testing

This is performed in an isolated environment once modifications are delivered. The modification is unit tested first to ensure compliance with specifications and to validate the performance of the coding. Once unit testing is completed successfully, the modification is tested for integration performance as part of an overall process, paying special attention to any impact on touch points throughout the product. After successful integration testing, modifications are exposed to setup data and converted data by replicating the fully populated databases in the test environment. After successful testing, authorization is requested to load the modification into the production environment. Testing continues throughout the balance of the project to ensure the integrity of the modification. This testing is part of pre-live assessment.

D.1.10.5 Forms Testing

This is first performed in a test environment at Tyler, prior to delivery of forms to the City, using sample data extracted during the Static Environment Test. Once Form design has been accepted and forms are loaded on the City's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of training (Core and End User) so that both the content and process are validated repeatedly. Submission of forms to banks must be completed and acceptance received a minimum of thirty days before live processing. This testing is part of pre-live assessment.

D.1.10.6 System Integration Testing

Beginning with the testing that occurs during the Static Environment Test and continuing with Customizations testing, process training (Project Team/Functional Lead, Core User and End User), parallel or trial run processing and Stress Testing, special attention is paid to the integration integrity of the system. Whether between Munis applications and the General Ledger, or 3rd party import/exports and interfaces, all aspects of functional integrity is tested repeatedly throughout the implementation. This testing is part of pre-live assessment.

D.1.10.7 User Acceptance Testing (UAT)

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that UAT is all performed post end-user training, Tyler supports incremental UAT through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the UA testing will expand to include End Users.

D.1.10.8 Stress Testing

Stress Testing is completed in the pre-live timeframe and involves a large subset of City users. The City will coordinate this activity and the scheduling of the execution, monitoring and evaluation of the tests.

D.1.10.9 Testing Roles & Responsibilities

Testing Roles & Responsibilities		Responsibility	
Test	Description	City	Vendor
Perform Verification Test	Tyler performs scripted test to validate baseline software performance	Lead	Participate
Acceptance of Verification Test	City acceptance of baseline test	None	Own
Establish To-Be Test Plan	Compile information gathered during analysis and prepare settings for To-Be Test (Static Environment Test)	Own	None
Perform To-Be Test (Static Environment Test)	Conduct demonstration of To-Be decisions in Munis with hand-keyed data	Lead	Participate
Authorization to Proceed	City acceptance of To-Be Test and authorization to proceed with training and data population	None	Own

Test Forms	Perform test of Tyler Forms through process testing and training	Share	Share
Secure Bank Acceptance	Submit forms to bank for approval	None	Own
Perform Stress Test	Complete Stress Test	Participate	Lead
Perform User Acceptance Test	Complete User Acceptance Test	Participate	Lead
Parallel & Trial Run Testing	Replicate live processing and use tools for identifying and resolving discrepancies	Lead	Participate

Section E: Training

With the implementation of the new ERP system, training planning, development and delivery is critical to the overall success of the implementation to enable ease of use and user acceptance of the new processes and systems. The following training strategy will be used for the project.

E.1.1 Tyler Education Plan

An Education Plan lays out the process of transferring knowledge between Tyler and the City. Tyler refers to its plan as an Education Plan as opposed to a Training Plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of the project. During analysis Tyler: reviews the “AS IS” environment, provides Tyler demonstrations, reviews questionnaires and flow charts, and ultimately arrives at a “TO BE” model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient MUNIS user.

E.1.1.1 Purpose

The purpose of the Education Plan is to:

- Communicate the process to the City’s project team and MUNIS functional leaders
- Answer specific questions related to delivery of training to the City’s users
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the Education Plan has been successfully followed

E.1.1.2 Process

It is imperative that an Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

E.1.1.3 Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is / To Be review
- Product overview demonstration
- In depth analysis of MUNIS options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders and the City’s project leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of MUNIS. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within MUNIS Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

E.1.1.4 Prerequisites

Tyler has three tools that are required prerequisites prior to user training:

- Training Database - All users must have access to the MUNIS training environment. The users must have logins established and know how to access the training environment
- Navigational Videos - Tyler will provide MUNIS navigational videos to the City. The videos are accessible in Tyler's Knowledge Base. The videos demonstrate basic MUNIS functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the MUNIS toolbar
- How To Manuals - In addition to MUNIS on-line help, Tyler will provide How-To manuals depicting baseline MUNIS functionality and the steps required to process records. For example, the How to Enter a Requisition manual shows a beginning MUNIS user the steps necessary to create a requisition

Users who utilize the prerequisites learn MUNIS at a faster pace and retain more classroom discussion than their peers whose first exposure to MUNIS is their first training day.

E.1.1.5 To-Be Demonstration

This process allows the Functional Leaders to see a working MUNIS system with City data. Tyler will process data according to the defined policies and procedures. The intended education is an overall understanding of the integration of MUNIS applications, a review and understanding of security options, and workflow touch points.

E.1.1.6 MUNIS Application Training

In this phase Tyler is conducting classroom training. Classroom training will be conducted for the individuals listed on the training matrix, [Section 1.1.3](#). The City may video and audio record the training for use in City training efforts for other users or to train in the future so long as the respective Tyler Consultant is comfortable performing the session and it does not interfere with the session productivity. Tyler staff will not be responsible for operating the recording equipment. Pre-Live Training
These repeated classes provide end users the opportunity to review MUNIS functionality in a classroom environment.

E.1.1.7 Post Live Reconciliation Training

The process of reconciling data is reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS tables and how to reconcile daily, weekly, and monthly functions.

E.1.1.8 Post Live Output and Inquiry Training

The output and inquire routines are reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS options related to extracting needed information.

E.1.1.9 Logistics

Tyler and the City will work together to define education logistics. The following points should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

E.1.1.10 Software/Hardware

- How many databases will be utilized?
- Will we establish a Financials Training environment separate from Payroll?
- Who will refresh the training database?
- Will a second server be utilized?

E.1.1.11 Facilities

- How many training rooms will be utilized?
- Where are the training rooms?
- How many workstations will be in each training room?
- How many printers will be in each training room?
- Other training room requirements (white board, phone, etc.)
- Who will schedule the training room?

E.1.1.12 Staff

- How many students per teacher?
- How many students per workstation?
- What are the hours of training?
- Who will be trained on each MUNIS application?
- Who will take attendance?
- Will management be present for each session?
- Who will train the end-users (MUNIS versus Functional Leaders)?

E.1.1.13 Schedule

- Who will determine the exact days for training?
- Who will notify staff members?
- How far in advance will the training schedule be built?

E.1.1.14 Quality Control

- How will the City determine if attendees have learned required training outcomes?
- How will follow up training be administered?

E.1.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Group Training, Internet Training and On-site Training are all options available for updating customers.

E.1.3 Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Functional Leaders and Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions. To ensure that the City's project team members have adequate knowledge of the Tyler MUNIS system prior to going through as-is and to-be processes, Tyler will conduct classroom training/product overview sessions to show product features for each module/functional area.

E.1.4 Technical Training Approach

Technical training begins at the time of software installation. The Installation Engineer will teach the Technical staff how the software is configured as well as basic system maintenance such as back-ups, loading releases and refreshing training and test databases. System Administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc., from within the MUNIS software. The City System Administrator should attend these sessions, as scheduled. In addition, the Functional Leaders should attend to have a thorough understanding of the permissions and options available. It is a City decision as to who will perform the MUNIS System Administration tasks. It may be a combination of Functional Leaders and IT staff.

E.1.5 Training Plan for Users

The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, City trainees, training room, etc).

- The City Project Manager/Team will review the proposed schedule and approve it.
- The Munis Project Manager or Implementation Consultant will provide training agendas prior to each session. The agenda will be placed on the SharePoint site and may be printed by the City, as needed.
- Training documents used during the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. The City will be responsible for printing the necessary documents for the users, as needed.
- The City Project Team members should attend all training that may have relevance to his or her functional area. For example, a Purchasing Agent may be the Functional Lead and is not directly responsible for entering Purchase Orders. However, he/she should attend PO entry training so he/she thoroughly understands all of the capabilities of the software. It is also important to have a

manager or Functional Leader in every session in order to answer policy related questions and make decisions related to the set up or processing of the Munis® system.

- Central Department Users are responsible for attending each relevant class. Each class is scheduled to be conducted one time. Rescheduling a class due to absences or interruption may cause overages in the training budget and may affect the overall training schedule.

E.1.6 End User Training

Tyler’s will train all Central Department users and will train City trainers to perform ongoing training of Decentralized End Users. If the City would like Tyler to complete the training for additional decentralized end users, rather than utilizing City trainers, the Project Managers will work together to identify appropriate training days that were included in the contract for this training using the contract change process. The City will be responsible for notifying the users of the training schedule and coordinating the training facilities for hands-on end user training.

E.1.7 Training Materials and Documentation Development

E.1.7.1 Training Materials

The Policy & Procedure documents developed by Tyler Consultants will be utilized as the primary training material for the Project Team and Subject Matter Experts. These documents provide step-by-step direction for completion of processes and give session attendees a way to follow along with the Tyler Consultant’s training and see new procedures clearly outlined. These documents also provide guidance as Subject Matter Experts practice the processes they have learned and perform testing throughout the project.

E.1.7.2 Modification Documentation

As part of the delivery of modifications (program modifications and interfaces) Tyler will deliver an outline defining the set up requirements, processing steps and other details related to successful use of modifications.

E.1.7.3 Conversion Documentation

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

E.1.8 Training Roles and Responsibilities

Training Roles & Responsibilities	Responsibility	
	Tyler	City
Project team training delivery	Lead	Participate
Technical team training gap identification	Lead	Participate
Development of end-user training strategy document	Lead	Participate
Computer-based training delivery	Lead	Participate
Train-the-Trainer course development	Lead	Participate
Identify users for Train-the-Trainer classes	Participate	Lead

Training Roles & Responsibilities	Responsibility	
Schedule users for Train-the-Trainer classes	None	Own
Train-the-Trainer delivery	Lead	Participate
End-user training material development	Assist	Lead
Train-the-Trainer End-user training delivery (process training, navigation, application)	Participate	Lead
Logistics and training administration	Participate	Lead

Section F: Change Management (Standard)

F.1.1 Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the plan for managing change will be incorporated into the overall Project Management Plan.

F.1.2 Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management. Additional Change Management Consulting services are available from Tyler at an additional cost.

F.1.3 Roles and Responsibilities

No specific project roles are assigned to the standard Change Management offering. However, the City Project Team and Managers should become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Note: Tyler offers an optional Change Management services in which our certified Change Management Coach(es) will work with the City throughout the project to prepare for, monitor and review organizational change.

Section G: Post Go-Live Implementation Support

G.1.1 Overview of Post Go-Live Support

Tyler and the City will be responsible to work together on a Post Go-Live support plan in order to complete the conversion to Tyler MUNIS and the included third party products. Typically this is onsite functional and technical assistance in the following areas, per phase:

- Problem analysis and resolution
- Guidance and mentoring to City staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

G.1.2 Duration of Post Go-Live Support

Within the proposed go-live milestone and through coordination with the City for the post-live plan, Tyler will provide post-go live support after go-live for each phase identified in Section A.1.4 of this statement of work. Tyler, within the proposed go-live milestone, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period.

Such events include:

- Fiscal Year End Activities
- End of Year Payroll and 1099 Activities
- Benefits Open Enrollment
- Budget Development

Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional implementation days.

Section H: Project Assumptions

H.1.1 Estimated Days

The following outlines major assumptions regarding the Contract and the commitment to Live Dates on time and within budget:

- Tyler and the City will be responsible for providing required commitments identified in this statement of work. Failure to provide appropriate support to the listed activities and tasks described in this statement of work may result in change orders
- The City will schedule all applicable users to attend scheduled analysis, implementation and training sessions
- Session topics are scheduled in advance. One session per topic will be covered within the scope of the project. If the City chooses to have additional sessions repeated, these would be out of scope and require a change order for additional implementation days. This does not include scheduled topics that are repeated for different levels of users. For instance, Accounts Payable Functional Leaders and Core Users will both have AP sessions; however, the level of analysis and hands-on training differs for each group and are considered separate, scheduled sessions
- On-site assistance during Go-Live for the financials and payroll phases of the implementation will be determined based on the total budget of days during project planning. Additional Go-Live assistance beyond the budgeted days will be considered out of scope and will require a change order for additional implementation days. Tyler will provide post go-live training for reporting, month-end processing, etc., as defined in the project schedule that will be delivered by the Tyler Project Manager.
- It will be the City's responsibility to train decentralized users. Tyler will train Functional Leaders, End (core) users and will conduct a Train-the-Trainer session in order to prepare the trainers to train their decentralized users. The City is responsible for scheduling the decentralized training, developing customized user documentation (Tyler will provide standard documents that may be modified), conducting the training, and assessing user understanding and acceptance.
- All project tasks will be assigned owners and due dates which correspond to the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and Go-Live Dates
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

H.1.2 Project Planning and Kickoff

The following outlines major assumptions and activities surrounding the Project Initiation and Kickoff phase of the Project:

- The City shall assign and authorize a Project Manager prior to the start of this phase.
- The City Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.
- The Tyler Project Manager and City Project Manager will develop the Project Plan. Tyler will be responsible for providing the initial project plan and will maintain and update the project plan throughout all phases of the project. The City's project team will approve the initial and all

subsequent updates of the project plan at the regularly scheduled project meetings. The City will be involved in reviewing and providing necessary feedback and inputs as requested by the Tyler project manager

- The City project team will participate with the Tyler Project Manager in the Project Kickoff meeting to discuss the project approach and expectations.
- The Project Planning Services line item in the contract covers the development of the Project Management Plan at the onset of the project. Standard Project Management throughout the project is not billable.

H.1.3 Facility Requirements

The following outlines major assumptions surrounding the Facility used for the Project:

- The City will provide a room to be used as a training lab for Tyler staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by the City. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the MUNIS training/test database and a printer.
- The City is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- The City is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

H.1.4 Homework (Post-consulting day project tasks & follow-up)

The following outlines major assumptions and activities surrounding the implementation of the MUNIS solution:

- Tyler will inform the City the trainee prerequisites that must be completed prior to conducting the session. Tyler will provide notice of any training prerequisites to the City Project Manager ten business days prior to the scheduled training session
- Tyler will inform the City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site.
- Homework assignments and tasks will also be listed on the Project SharePoint site along with due date and owner
- Typical homework items are as follows:
 - Practice on processes learned
 - Review any delivered documents prior to attending scheduled training session
- Should the City not be able to complete communicated prerequisites or tasks, then to the City project manager is bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section I: Appendix

I.1.1 Functional Requirements

Attached as Exhibit XX to the Agreement.

I.1.2 Listing of Deliverables

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft word, excel) to allow for updates and revisions. Deliverables will be provided to the City free of grammar/spelling/formatting errors.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED01	Project Kick-off	Formal presentation to key City staff members on the major project activities, expectations and high-level timeline.	Tyler project manager PowerPoint presentation to City project staff and key City staff members.	All project team members and key stakeholders will participate in the project kick-off.
DED02	Implementation Management Plans	Customized baseline management plans to reflect City project approach.	Change Management Plan, Resource Plan, Education Plan, Communication Plan, Risk Plan.	All project team members will participate in the development of these plans.
DED03	Project SharePoint Site	City-specific MS Project SharePoint site for centralized collaboration & communications for: project announcements, managing project tasks, posting project documentation and approvals.	City-specific Project SharePoint, hosted by Tyler, accessible by named City users and Tyler staff. SharePoint site is created from a baseline template and then customized with project-specific details.	Tyler will supply SharePoint site navigation and use; the City will provide users and permissions for account creation.
DED04	Project Plan/Schedule	SharePoint site providing tasks and timelines for deliverables throughout the project as well as dependencies.	Task list with owners and due dates, project on-site and training schedule, meeting schedule. All will be posted in tasks and viewable in list and/or calendar view by all team members on the project SharePoint site.	All project team members will have access to schedule and update as defined in the communication management plan.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED05	COA Analysis and Spreadsheet	Provide analysis and spreadsheet as structured outline for building the new Chart of Accounts.	Examination of the impact of the COA on each module purchased. Emphasis will be placed on the City's business requirements in creating a new chart of accounts that will meet the budgeting, reporting and inquiry needs of the City.	Participants will have in-depth knowledge of internal and external financial reporting at all levels, i.e., within Local, State and/or Federal.
DED10	Data Conversions Analysis & Crosswalks	Review conversion schemas and data formats for all purchased conversions and provide an explanation of specific data fields within Munis necessary to map City's data fields to appropriate Munis data fields.	Conversions listed in the Investment Summary.	The City will provide static files in an acceptable format, with file definitions. Changes to file layouts must be agreed upon in advance. The City will be responsible for extracting data from their legacy system, assisting in the mapping their legacy data to Munis fields, and providing data according to conversion guidelines. The City will generate the required reports to be used in validating the data at the time of extraction.
DED11	Data Conversion Files	Custom coded programs to convert data provided by the City into a format that can automatically be loaded into the Munis system according to the mapping instructions provided by the City.	Conversions listed in the Investment Summary.	Tyler Conversion will return the converted data with instructions for loading and provide error/exception reports for each conversion. The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED12	Data Conversion Control & Error Reports	Reports providing details on number of records converted, summary balance information where applicable, duplicate record merge, and data conformity (i.e. phone number masking, zip codes, address parsing, etc.).	Conversions listed in the Investment Summary.	The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion programmers regarding issues with the converted data.
DED15	Static Environment Test Plan	Provide an early opportunity to the City for testing and validating the business process decisions in the actual application.	Implementation will assist the City in the step by step testing of the functionality of Munis using processes and system parameter set up chosen by the City as the Business Process Design. This test will enable the City to see the way the system functions using their own data. Focus will be on helping the City understand the impact of the approved recommendations will have on the way the system functions.	Tyler's consultants will address any concerns and /or note any areas of functionality that the City determines as not functioning as desired to make recommended changes to the Final Business Process Design. Data files will be created during this process for submission to Tyler Forms that will be used for testing during the forms design and development efforts.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED19	Tyler Forms Kits	Completion of the forms kits will provide pertinent information of clients customized forms requirements and their output requirements.	For Tyler Forms Libraries listed in the Investment Summary.	Kits will need to be submitted to Tyler Forms with original signatures for digitization. Data files to be used for testing during form development must accompany submission of kits. Development work will not commence until both kits and data files are received.
DED20	Tyler Forms Proofs	Provide form design proofs based on mock up form provided by client.	For Tyler Forms Libraries listed in the Investment Summary.	Proofs should be thoroughly reviewed by as many users of the form providing ample opportunity to catch any errors in the proof. During the development and proofing process, information requested by Tyler Forms will be provided in a timely manner.
DED21	Tyler Forms Library Forms	Provide final localized forms for output.	For Tyler Forms Libraries listed in the Investment Summary.	All testing and changing to proofs has been completed. Formal acceptance and sign off of forms required prior to loading forms to Live.
DED22	Pre-live Checklist	Identify all tasks that will need to be completed for Go-live.	Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	City staff will participate in the creation and review of the checklist.

STATEMENT OF WORK
ERP SYSTEM IMPLEMENTATION

1.1.3 Customizations and Interfaces

There are no customizations in the current scope.

1.1.4 Munis Release Life Cycle Policy

The Munis Release Life-Cycle Policy is designed to balance our clients' need for flexibility and stability, while meeting the demands for strategic product enhancements.

These are just a few of the benefits for our clients:

- » Continued quality improvements from Munis Development, Technical Support, and Release Management.
- » Consistent and predictable product release timelines.
- » Ability to accurately budget, plan, and schedule upgrade resources around major processing events.
- » Assurance of continually operating on a fully supported release.

Early Adoption (EA): This represents a phase, 45-90 days prior to GA, in which selected clients participate in an intense testing program on the pre-generally available release. Tyler strives to select a cross-section of customer participants to represent our client base ensuring maximum coverage. This 'real world' testing of the product enables Tyler to deliver the highest quality, customer-tested release. For information on how to obtain an Early Adoption version of our release, please contact **Munis Release Management**.

General Availability (GA): This represents a 12 month phase in which a product release (ex. Version 7.5) is made available for installation at client sites. Technology upgrades (ex. Version 9.0) are not intended for general availability.

Feature Complete (FC): This represents a 3 to 6 month phase in which the given release has matured through the EA and GA phase and minimal development efforts need to be placed on the product for the remainder of its life. Clients are encouraged to move to a more current release.

Next Release Planning (NRP): This represents a phase in which the given release has been available for up to 18 months and is at least 2 product releases behind the latest available Munis release. Clients are *strongly* encouraged to move to a more current release.

Product Retired (PR): This represents a release phase that receives only minimal support services. Clients *must* move to a more current release in order to receive year-end W-2 and 1099 releases.

NOTE: The timelines and specific dates related to our release life-cycle policy are tentative and subject to change.



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7C

TITLE

Consider action to approve a resolution for Task Authorization #141-FNI to the Agreement for Professional Services with Freese and Nichols, Incorporated in the amount of \$194,522 for the engineering design of the North Shore Sanitary Sewer Main Project and authorizing the Mayor to execute the necessary documents for said services.

STAFF REPRESENTATIVE

Tim Rogers, Director of Infrastructure Services

Robbin Webber, Assistant Director of Infrastructure Services

SUMMARY

This project will consist of the installation of approximately 11,750 linear feet of 15-inch sanitary sewer main beginning near Liberty Grove Road at the South and generally following Muddy Creek to a point North and then West under the President George Bush Turnpike (PGBT) to serve the proposed Huffines Development (see Attachment 1).

BACKGROUND INFORMATION

On October 28, 2013, staff presented to Council who provided consensus to move forward with the reallocation of funds from Project Number SS2101, SSES Implementation to Project Number ss2103, North Shore Sanitary Sewer. Task Authorization #141-FNI & Scope of Services (see Exhibit 1) provided by Freese & Nichols, Inc. (FNI) is presented in the amount of \$194,522 to provide plans and specification for the construction of a 15-inch sanitary sewer adjacent to Muddy Creek to be referenced as the North Shore Sanitary Sewer Main Project.

DISCUSSION

Staff and FNI have identified a conceptual location (see Attachment 1) of the 15-inch sanitary sewer main (see Exhibit 1). The significance of this installation is that it will eliminate the need for two pumping stations for the Huffines development. The installation of this main will provide leverage for Economic Development and Planning, providing an opportunity to secure success of the vision of Realize Rowlett 2020.

The proposed design phase is 180 days. The bid and construction phase is 210 days. The total proposed time from design to final construction, including ROW/easement acquisitions is 15 months with a total estimated construction cost of \$1.6 Million.

A companion discussion item on the first quarter budget amendment for FY2014 will provide funding for this project. The note states the following:

North Shore Sanitary Sewer Improvements: Transfer funds (\$947,967) from Project Number SS2101, SSES Implementation to fund the design and construction of Project Number SS2103, North Shore Sanitary Sewer. This project will consist of the installation of approximately 11,750 linear feet of 15-inch sanitary sewer main within the Muddy Creek take line north of Liberty Grove Road to the proposed Huffines Development east of PGBT near Merritt Road. The projected estimated construction cost is \$1.6 million. The transfer of funds to this project will not adversely affect the Sanitary Sewer Evaluation System (SSES) inspection program due to internal staff inspections and evaluations rather than expending the resources to outsource the inspections and evaluations. This action is being implemented at the direction of Council during an executive session held on August 20, 2013. The difference in cost between the total estimated cost of \$1.6 million and the \$947,967 set aside from City bond funds will be covered by the developer through direct contributions totaling \$500,000 and water/sewer impact fees from existing balances as well as from the Huffines Development totaling \$330,000.

FINANCIAL/BUDGET IMPLICATIONS

The amount of Task Authorization #141-FNI is \$194,522. Funding is available in Project Number SS2101, SSES Implementation and a budget amendment will be added on March 4th to reallocate funding to Project Number SS2103, North Shore Sanitary Sewer, account 605-8201-531-8002 as noted above.

RECOMMENDED ACTION

Staff recommends the Rowlett City Council adopt a resolution approving Task Authorization #141-FNI to the approved professional services agreement with Freese and Nichols, Incorporated in the amount of \$194,522 to provide construction plans and specifications for the North Shore Sanitary Sewer Main 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 #141-FNI TO THE APPROVED PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INCORPORATED, IN THE AMOUNT OF \$194,522 TO PROVIDE CONSTRUCTION PLANS AND SPECIFICATION FOR THE NORTH SHORE SANITARY SEWER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENT 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 Freese and Nichols Incorporated for engineering services, and

WHEREAS, the City Council of the City of Rowlett, Texas has been presented a proposed Task Authorization #141-FNI to the approved professional engineering agreement for plans and specifications for the North Shore Sanitary Sewer Main Project in the amount of \$194,522, and

WHEREAS, upon full review and consideration of the Agreement, 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 #141-FNI 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 #141-FNI attached hereto as Exhibit 1, having been reviewed by the City Council of the City of Rowlett, Texas is hereby approved in the amount of \$194,522.

Section 2: That the Mayor be and is hereby authorized to execute the necessary documents conforming to this resolution.

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

ATTACHMENTS

Exhibit 1 – Task Authorization #141-FNI & Scope of Services

Attachment 1 – Location Map

Rev. 06/10



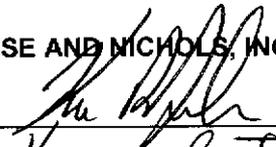
TASK ORDER

Client:	City of Rowlett 4000 Main Street Rowlett, TX 75088 Attn: Sherrelle R. Diggs, P.E.	FNI Project No.:	
		Phase/Task/Item No.:	
		Date:	January 10, 2014
This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on March 20, 2012.			
Project Description: Northeast Sewer Line			
Description of Services: As detailed in the attached Scope of Services.			
Compensation shall be as follows: Compensation to FNI shall be a total not to exceed fee of One Hundred Ninety Four Thousand Five Hundred Twenty Two Dollars (\$194,522) as follows: Basic Services for a lump sum fee of \$117,185 Special Services for an hourly not to exceed fee of \$77,337. Any additional services shall be based on the attached compensation page.			
			Amount of this Authorization
			\$194,522
Schedule shall be as follows: Phases A and B to be completed within 180 days from NTP. Phases C and D to be completed within 210 days from completion of Phase B.			

The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- Verbal Authorization for notice to proceed, previously received
- This Task Authorization will serve as notice to proceed.

FREESE AND NICHOLS, INC.:

BY: 
Kevin R Johnson
 Print or Type Name

TITLE: Principal / Vice-President

DATE: 1/22/14

CITY OF ROWLETT, TEXAS:

BY: _____

 Print or Type Name

TITLE: _____

DATE: _____

**CITY OF ROWLETT
NORTHEAST SEWER LINE
SCOPE OF SERVICES**

BASIC SERVICES: FNI shall provide professional services in connection with the development of the following Project: Design of Northshore Sanitary Sewer Improvements, which includes approximately 7,750 linear feet of 15-inch sanitary sewer beginning near Liberty Road at the South and generally following Muddy Creek to point north and then west under the President George Bush Turnpike (PGBT) to serve the proposed Huffines Development. In addition, an approximate 1,400 linear foot section of sanitary sewer beginning at a connection point to the main line approximately 4,000 feet north of Liberty Road and extending west to and under the PGBT. The total length of sanitary sewer anticipated is approximately 11,750 linear feet.

This scope outlines the proposed services that will be provided in connection with the design of Sanitary Sewer Improvements for the OWNER. The proposed Basic Services are divided into the following phases: Preliminary Design, Final Design, Bid Phase, and Construction Phase. The scope of work to be performed in each phase is as follows:

A. PRELIMINARY DESIGN

1. Attend a project kickoff meeting with the OWNER to review the scope of services and project schedule and to confirm the OWNER'S goals and objectives.
2. Review previously prepared construction plans, land records, and/or other pertinent documents on file with the OWNER and other appropriate agencies.
3. It is understood that the lines have been preliminarily sized by others. FNI will evaluate and confirm the line sizing based on projected land use and drainage basin area. FNI will evaluate up to three (3) scenarios with varying land use assumptions.
4. It is understood that a conceptual level alignment has been established for the line that generally follows existing property lines adjacent to Muddy Creek. As part of the preliminary design, FNI will evaluate this corridor and determine a final horizontal alignment. Also, the vertical alignment will be evaluated based on downstream conditions, existing ground contours and proposed development requirements.
5. FNI will participate in up to two (2) meetings with the City of Sachse and/or the City of Garland to coordinate this project with ongoing improvements in the adjacent cities.
6. It is anticipated that portions of the sanitary sewer line will be constructed on property owned and under the authority of the City of Dallas. In addition, other property owners, including NTTA, will be impacted. Included in this scope is up to a total of three (3) owner coordination meetings to discuss the project.
7. Upon completion of the preliminary design, FNI will submit a schematic level plan view alignment along with a brief memo discussing the alignment alternatives and proposed line sizing. Upon OWNER concurrence with the recommended alignment and sizing, FNI shall proceed to final design.

B. FINAL DESIGN

1. Design submittals shall be provided by FNI to the OWNER at 60% and 90%. The submittals shall include construction drawings, specifications, contract documents, bid proposal, updated schedule, and updated opinion of probable construction costs (OPCC). One (1) copy of the full size plans, specifications, and OPCC shall be submitted to the OWNER at each of the submittal dates.
2. Upon OWNER approval of the 90% submittal, prepare final construction plans, specifications, contract documents, and OPCC for the project. Provide the OWNER with five (5) copies of the final design submittal.
3. It is anticipated that portions of the sanitary sewer line will be constructed within the NTTA ROW. FNI will assist the Owner in preparation of a permit application for construction of the portion of the work within the NTTA ROW.

C. BID PHASE – Upon completion of the design services and approval of “Final” drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows.

1. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in ENGINEER’s database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Bid Documents will be distributed through CivCast (www.civcastusa.com) to prospective bidders.
3. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. At OWNER request, ENGINEER will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
6. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute

five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
9. Provide OWNER with two (2) sets of full size and two (2) sets of half size conformed plans and seven (7) sets of specifications.

D. **CONSTRUCTION PHASE** - Upon completion of the bid or negotiation phase services, ENGINEER will proceed with the performance of construction phase services as described below. ENGINEER will endeavor to protect OWNER in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of ENGINEER standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than ENGINEER standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include ENGINEER and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that ENGINEER recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. It is assumed that up to six (6) site visits will be made during the construction phase.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of ENGINEER are an additional service.
10. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
11. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings", CAD Files, PDF Files and Shape Files for GIS shall be provided by ENGINEER to OWNER.

SPECIAL SERVICES: FNI shall provide the following professional services in connection with this Project, as authorized by the OWNER, which are not included in the above described basic services, as follows:

1. Topographic Surveying – Topographic field survey for 11, 750 lf of pipeline will be conducted for the preparation of the project plans as described below.
 - a. Tie property corners along the Project; tie visible surface topographic features within a 75 foot wide area centered over the work area of the proposed pipeline.
 - b. Ownership Data – Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed waterline alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.
 - c. Topographic information for 11,750 linear feet, including the existing ground and other surface features (including tree ties – 6" or larger) as needed for design. Obtain natural ground elevations and cross-sections every fifty feet (50') along the alignment, and all grade breaks will be surveyed. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.
 - d. Survey shall include horizontal and vertical location of the existing facilities, including existing pavement, fences, utility appurtenances such as water valves, fire hydrants, manholes, etc. that are within the construction areas.
 - e. Make a complete topographic survey of all existing features above ground level that would or could affect proposed construction. These features shall include, but are not limited to, above-ground utility appurtenances, manholes (including invert elevations), structures, bridges, culverts, retaining walls, trees, curbs, pavements, sidewalks, fences, property corners, block corners. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with the Owner must be shown accurately.
 - f. Locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to wastewater, water, gas, electric, storm sewer, telephone and television cable. Contact 1-800-DIG-TESS or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.
 - g. Establish vertical and horizontal control at the beginning and end of the proposed alignment and at 1000 foot interval and be based upon the Owner's primary control and benchmarks. Permanent control points will be set in concrete and will define the X, Y and Z coordinates for the Project. The permanent control points shall be set outside the limits of construction (if possible) and shall be a 5/8" iron rod set with a plastic cap. The control points shall be tied to the Owner benchmarks via a differential level.
2. Easement Preparation –This scope of work includes the preparation of documents for up to three (3) permanent and three (3) temporary easements.

3. Environmental Services – It is anticipated that the proposed alignment will be parallel to and contain creek crossings. The following scope of services assumes that the proposed project could be designed and constructed to meet the terms and conditions of Nationwide Permit 12, *Utility Line Activities*, without requiring notification to the USACE. If it is determined that the proposed project would require notification to the USACE, FNI will notify the City immediately. FNI can provide notification and 404 permitting services to the City, if required, as an additional service. Following are the tasks that we propose to assist the City in obtaining the necessary environmental authorizations.
 - a. Gather and Review Information - FNI will compile readily available existing information and prepare maps of the proposed project site in preparation for the pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.
 - b. Conduct Pedestrian Survey - FNI will conduct a pedestrian survey along the proposed pipeline easement(s) to make observations of existing environmental conditions and identify types and locations of potential waters of the U.S. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.
 - c. Consult with Texas Historical Commission - Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for City's review and comment. FNI will incorporate City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization.
 - d. Prepare Technical Memorandum - Based on our understanding of the proposed project, it appears that the pipelines could be constructed to meet the terms and conditions of NWP 12, without requiring notification to the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project could meet the terms and conditions of NWP 12, without requiring notification to the USACE. The draft technical memorandum will be submitted to the City for review and comment. After incorporating City's comments into the document, FNI will submit a final technical memorandum to the City.
4. Geotechnical Services – Two (2) borings up to 25-feet in depth will be taken along the project route. For each boring, the following testing and laboratory investigation will be provided.
 - a. Sample the subsurface soils using either a tube sampler, or a split spoon sampler in conjunction with the standard penetration test

- b. Evaluate rock and rock-like material in-place using the TxDOT cone penetration test
- c. Observe for groundwater seepage during drilling, at completion of drilling
- d. Backfill borings with soil cuttings upon completion of drilling
- e. Atterberg limits
- f. Percent passing No. 200 sieve
- g. Dry unit weight and moisture content tests
- h. Unconfined compressive strength tests
- i. Pocket penetrometer tests

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work.

If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- F. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

- G. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- H. Services required to resolve bid protests or to rebid the projects for any reason.
- I. Visits to the site in excess of the number of trips included in the Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- J. Preparation of a Pre-Construction Notification (PCN) for submittal to the USACE.
- K. Conducting an archeological survey along the proposed pipeline alignments.
- L. Formal delineations of potential waters of the U.S.
- M. Preparation of a preliminary Jurisdictional Determination report.
- N. Conducting a functional assessment (i.e., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
- O. Preparation of an individual 404 permit application (IP).
- P. Presence/absence surveys for federally listed threatened/endangered species.
- Q. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- R. Application for General Land Office Easement.
- S. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	105
Professional - 2	127
Professional - 3	144
Professional - 4	165
Professional - 5	193
Professional - 6	222
Construction Manager - 1	84
Construction Manager - 2	109
Construction Manager - 3	128
Construction Manager - 4	160
CAD Technician/Designer - 1	89
CAD Technician/Designer - 2	116
CAD Technician/Designer - 3	142
Corporate Project Support - 1	85
Corporate Project Support - 2	103
Corporate Project Support - 3	137
Intern/ Coop	52

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

OTHER DIRECT EXPENSES:

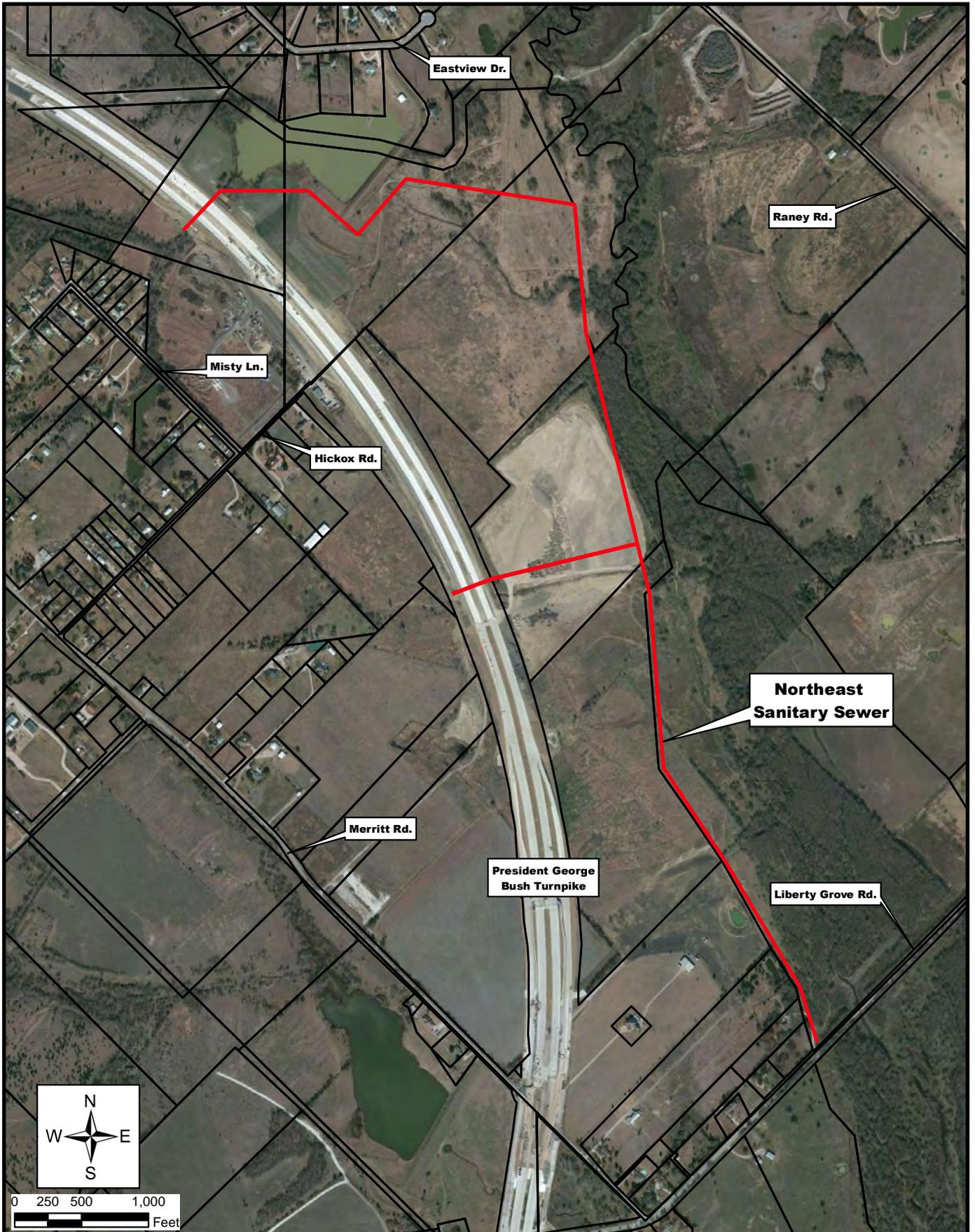
Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually.

2-022013

FNI
OWNER

KRJ



FREASE AND NICHOLS
 4055 International Plaza, Suite 200
 Fort Worth, TX 76109 - 4895
 Phone - (817) 735 - 7300

City of Rowlett
 Northeast Sanitary Sewer

Northeast Sanitary Sewer Exhibit

FN JOB NO	
FILE	Northeast SS.mxd
DATE	10/28/2013
SCALE	1:12,000
DESIGNED	WRS
DRAFTED	WRS

1

FIGURE



City of Rowlett

Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7D

TITLE

Consider action to approve a resolution awarding the proposals for wrecker services to Martin Services and Cathey Towing and authorize the City Manager to execute the agreements.

STAFF REPRESENTATIVE

Mike Brodnax, Police Chief
Michael Godfrey, Police Lieutenant
Allyson Wilson, Purchasing Agent

SUMMARY

The City of Rowlett has historically had service agreements with area wrecker services in order to provide towing services in rotation mainly for the Police Department when working accidents, moving vehicles blocking traffic, and for evidentiary reasons. The previous contract was awarded in September 2008, and the agreement and awards need to be updated.

BACKGROUND INFORMATION

On September 5, 2008, the City Council adopted Resolution Number RES-096-08 awarding proposals to Dallas Towboys, Lindy Lott Wrecker Service, Incorporated, and Marion's Wrecker Service, Incorporated, and authorized the City Manager to execute the agreements. The existing agreements will be terminated and new awards made.

On September 18, 2007, the City Council amended the Code of Ordinances by amending Chapter 66 ("Traffic and Vehicles") of the Code and by repealing Chapter 74 ("Vehicles for Hire") in its entirety (File # 2007-451). This decision allows regulations and requirements to be changed when necessary through contract updates without the necessity of revising the City's Code of Ordinances.

DISCUSSION

The agreement and rates are dated, therefore these items have been reviewed and revised by the Police Department, Purchasing Division, and the City Attorney.

Notice to bidders was published in the *Rowlett Lakeshore Times* on November 14 and 21, 2013. Sealed proposals were received in the Purchasing Office until 2:00 pm, December 12, 2013, and then publicly opened and the names of the competitors announced in the City Hall Conference Room in accordance with Texas Local Government Code.

Proposals were received from three vendors as follows:

Martin Services

Cathey Towing
Dallas Towboys

Inspections were made by the Police Department staff and two of the three firms are now in compliance with all of the requirements. As a result, staff is recommending an award to the two firms of Martin Services and Cathey Towing. At this time, Dallas Towboys is not being recommended for award as they do not meet established criteria by not having a lot/yard in Rowlett. Upon award the firms in compliance will be placed in call rotation for service.

The existing agreements and awards from 2008 for wrecker services will be terminated.

The term of agreement is for a period of one (1) year from the date hereof and grants the right to tow and remove, upon request from the City, all vehicles required by the City to be removed from their stationary location. This agreement shall be automatically extended for additional one (1) year period, subject to termination provisions.

The wrecker agreement has been previously approved by the City Attorney, and Lt. Godfrey checked with other cities and has changed the rates to be more in line with other cities in the metroplex for wrecker services. The following fees and charges have been adjusted and shall apply to all towing, wrecker and storage services provided by Contractor pursuant to the Agreement:

Fee for Normal Towing:	\$120.00
Fee for Additional Services when required due to accident:	\$ 85.00
Heavy Duty Wrecker:	\$ 200.00 per hour
Motorcycle Tows:	\$120.00
Storage Fees, Per Day:	\$ 20.00

City vehicles will be towed as required by the successful awarded contractors at no cost to the City.

FINANCIAL/BUDGET IMPLICATIONS

Not Applicable.

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution awarding the proposals for wrecker services to Martin Services and Cathey Towing and authorize the City Manager to execute the agreements.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING PROPOSALS AND AWARDING CONTRACTS FOR WRECKER SERVICES TO MARTIN SERVICES AND CATHEY TOWING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to secure wrecker services for the City of Rowlett as per RFP documents #2014-02; and

WHEREAS, the Purchasing Division has taken sealed competitive proposals and inspections were performed by the Police Department for compliance and is recommending two firms: Martin Services and Cathey Towing to be awarded contracts and placed in rotation for wrecker service at this time; and

WHEREAS, the term of the agreements is for a period of one (1) year hereof, whereby the selected firms will be granted the right to tow and remove, upon request of the City, all vehicles required by the City to be removed from their stationary location, and the agreements will automatically extend for additional one (1) year periods, subject to termination provisions; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to accept the proposals and award contracts for wrecker services to the two firms mentioned above, and to authorize the City Manager to enter into the agreements on the City's behalf.

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

Section 1: The City Council of the City of Rowlett does hereby accept proposals of and award contracts for wrecker services rotation to Martin Services and Cathey Towing as per RFP documents #2014-02.

Section 2: The City Council of the City of Rowlett does hereby authorize the City Manager to execute agreements for wrecker services to Martin Services and Cathey Towing conforming to this resolution.

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

ATTACHMENTS

Exhibit A – RFP 2014-02

Exhibit B – Agreement



**CITY OF ROWLETT
REQUEST FOR PROPOSALS**

WRECKER SERVICE FOR CITY OF ROWLETT

PROPOSAL NO. 2014-02

PROPOSALS OPEN
2:00 P.M., December 12, 2013

DELIVER TO:
CITY OF ROWLETT
PURCHASING OFFICE
4004 MAIN STREET
ROWLETT, TX 75088

BID SUBMITTED FROM:

Legal Advertisement

THE CITY OF ROWLETT, TEXAS
PUBLIC NOTICE
INVITATION FOR BID

Sealed bids addressed to the City of Rowlett Purchasing Agent for the following:
Wrecker Service Contract

Bids will be received until **2:00 PM, December 12, 2013** at Rowlett Purchasing Office, 4004 Main St, Rowlett, TX 75088 or mail to PO Box 99, Rowlett, TX 75030-0099. At said time and place all bids that have been duly received will be publicly opened and read aloud. Bid documents are available on the City of Rowlett website <http://www.rowlett.com/Bids.aspx>.

The City reserves the right to reject all bids, waive informalities, and to reject nonconforming or conditional bids. Specifications are available at the above address or can be forwarded to interested bidders. For information contact the Purchasing Office (972) 412-6131 or 972-412-6198.

Publish Dates in Rowlett Lakeshore Times: November 14 and 21, 2013

CITY OF ROWLETT GENERAL CONDITIONS OF BIDDING**READ CAREFULLY:**

1. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of the terms and conditions of any bid proposal submitted unless bidder takes exception in writing when submitting quotations.
2. **FORM:** Quotations must be submitted on the forms provided.
3. **BID PROPOSAL RETURNS:** The original bid proposal form must be sealed in an envelope clearly marked on the (outside) front with "**BID ENCLOSED, BID #2014-02-Wrecker Service (2 PM 12-12-13)**" and addressed to City of Rowlett, Purchasing Agent, 4004 Main St., Rowlett, TX 75088 or mail to PO Box 99, Rowlett, Texas 75030-0099. Bidder shall indicate his company's name and address on the outside of the envelope.
4. **LATE BIDS & FAX BIDS:** Bid Proposals must be in the Purchasing Agent's office prior to the closing date and time. LATE BIDS WILL NOT BE ACCEPTED for any reason and will be returned to bidder unopened. Bids which are faxed (transmitted by facsimile) will not be accepted for any reason.
5. **ACCEPTANCE:** The City reserves the right to accept or reject any part of or the entire bid, and to accept the offer considered most advantageous to the City.
6. **AUTHORIZED SIGNATURE:** Bids MUST show full firm name and address of bidder, and be manually signed. Failure to sign will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
7. **WITHDRAWAL - ALTERATION OF BIDS:** Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Purchasing Office.
8. **INSURANCE:** If insurance and/or worker's compensation is required by the City for said bid item(s), proof of insurance and/or worker's compensation should be submitted with the bid proposal. The City reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.
9. **BID EVALUATION:** All bids are evaluated for compliance with specifications as listed in the current Agreement for Wrecker Services. A copy of which will be furnished to each bidder.

The bid award shall be based on, but not limited to, the following factors:

- a. Proposal submittal
- b. Bidders ability to comply with the requirements as outlined in the current contract requirements including but not limited to the following requirements:
 - i. Personnel and labor
 - ii. Equipment
 - iii. Company facility and vehicle storage facility located within the City of Rowlett
 - iv. Insurance and bonds
 - v. Ability of contractor to comply with response time, record management, call rotation, and hours of operation
 - vi. Ability, capacity, skill, and organization of the contractor to meet or exceed the requirements set forth in the specifications during the life of the contract. Determination of the bidder's ability to perform shall be made solely by the City of Rowlett staff.
 - vii. The character, integrity, reputation, judgement, experience, location, and efficiency of contractor.
 - viii. The quality of the performance of the contractor in similar contracts and the contractor's safety record for the past five years.
 - ix. List of claims or complaints filed against the bidder for vehicle damage for the last five (5) years.

The City of Rowlett may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with specifications, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

City of Rowlett Wrecker Services and Vehicle Storage Bid Proposal Specifications

The City of Rowlett invites sealed proposals from all qualified bidders desiring to furnish the City of Rowlett with wrecker service and vehicle storage as per the following specifications, and Agreement for Wrecker Service. Services provided under the Agreement will be non-exclusive and the City reserves the authority to enter into multiple contracts with other service providers. Sealed bid proposals will be received until **2:00 PM, December 12, 2013** at Rowlett Purchasing Office, 4004 Main St, Rowlett, TX 75088 or mail to PO Box 99, Rowlett, TX 75030-0099. At said time and place all bids that have been duly received will be publicly opened and read aloud.

If you have questions regarding the preparation of your bid, you may contact Allyson Wilson at (972) 412-6131 or Lieutenant Michael Godfrey at 972-412-6149.

The City reserves the right to reject all bids, waive informalities, and to reject nonconforming or conditional bids

Bidders shall submit the following information with bid proposal:

- I. Personnel List
- II. Location of Company & Vehicle Storage Facility
- III. Equipment List
- IV. Insurance Certificates or Insurance Bid Affidavit which has been completed by insurance agent
- V. Copies of Licenses, certifications, permits
- VI. References

Scope or Work:

Successful contractors shall furnish all personnel, labor, equipment, trucks, and other items required by current specifications and the Agreement for Wrecker Service.

Call Rotation. In the event more than one towing company enters into an Agreement with the City, the companies will be placed on a call rotation established by the Chief of Police or his designee; provided, however, that if any one company or individual owns more than one towing company, only one of those companies may be placed on the rotation. Said call rotation will not be affected when a towing company is called to tow a vehicle owned by the City.

Contract Period. Successful contractors will for a period of one (1) year from the date hereof, be granted the non-exclusive authority to tow and remove, upon request from the City, all vehicles required by the City to be removed from their stationary location. Successful contractors will also be responsible for providing notices, conducting auctions, and disposing of abandoned and unclaimed vehicles. This Agreement shall be automatically extended for additional one (1) year periods, subject to the termination provisions provided herein.

Duties of Contractor:

Operator shall respond to all calls by the City for light or medium duty wrecker service, as hereinafter defined, within twenty five (25) minutes from the time the call for such services is received by Operator. Response time for heavy duty wrecker services shall not exceed forty-five (45) minutes from the time the call for such services is received by the Operator. City retains the right to cancel a request for wrecker services at any time, including after arrival, without incurring a charge.

Inspection

City staff will physically inspect each bidder's facility, vehicle storage facility, and equipment as part of the evaluation process in determining compliance with the requirements as specified.

Contractor shall maintain a minimum of the following Equipment:

- 1) Three (3) wreckers with a minimum towing capacity of 4,000 pounds or higher;
 - 2) A minimum of one (1) hydraulic wheel lift for towing late-model vehicles;
 - 3) Trailer and slings for towing motorcycles;
 - 4) Dollies for towing damaged vehicles;
 - 5) Availability of one (1) heavy-duty wrecker with a minimum towing capacity of 40,000 pounds; and
 - 6) Other equipment as may be needed from time to time including, but not limited to, vehicle mounted air compressors, portable air tanks, brooms, towing chains, and electric winch.
- * Each wrecker shall be equipped with both receiver and transmitter capability with 24-hour dispatch.

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III. EQUIPMENT LIST

Indicate below the Year, Manufacturer, Model and Pertinent Information of Equipment maintained by Contractor.

1) Minimum Requirement - Three (3) wreckers with a minimum towing capacity of 4,000 pounds or higher

* Each wrecker shall be equipped with both receiver and transmitter capability with 24-hour dispatch.

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2) Minimum Requirement - One (1) hydraulic wheel lift for towing late-model vehicles;

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3) Minimum Requirement - Trailer and slings for towing motorcycles;

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4) Dollies for towing damaged vehicles;

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III. EQUIPMENT LIST CONTINUED

5) Availability of one (1) heavy-duty wrecker with a minimum towing capacity of 40,000 pounds;

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6) Other equipment as may be needed from time to time including, but not limited to, vehicle mounted air compressors, portable air tanks, brooms, towing chains, and electric winch.

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IV. INSURANCE REQUIREMENTS:

Bidders shall submit with his bid proposal certificates of insurance as indicated below or an **Insurance Requirement Affidavit** which has been completed by an appropriate insurance agent verifying that the insurance requirements contained in this bid proposal document have been reviewed and if the bidder is awarded this contract by the City, he/she will within ten (10) days after the bidder is notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Insurance/Fidelity Bond Required.

- A. Operator shall carry complete and adequate workmen's compensation in the limits required by law, public liability, property damage and automobile insurance in amounts of \$500,000 per individual; \$500,000 per occurrence; \$500,000 property damage; and \$1,000,000 aggregate.
- B. All of Operator's employees shall at all times be covered by a blanket fidelity bond in the amount of \$5,000.
- C. Operator shall name the City as an additional insured on all policies of insurance. The policies (or certificates) shall require at least 30 days' notice to the City in the event of cancellation or modification.

Special Requirements:

1. An appropriate HOLD HARMLESS CLAUSE (Indemnification Form) as prepared by the City shall be included adding the City as an Additional Insured to at least the extent of limits as provided for the Texas Tort Claims Act, as amended.
2. WORKERS' COMPENSATION: Insurance covering all employees meeting Statutory Limits in compliance with the State of Texas. Coverage MUST include Employers' Liability.
3. Current valid insurance policies meeting the requirement herein identified shall be maintained during the duration of the contract. Renewal certificates shall be sent to the City of Rowlett Purchasing Office, 4004 Main Street, Rowlett, TX 75030-0099 not less than 30 days prior to the expiration date. Insurance Agent/Carrier shall provide to the City notification 30 days prior to the event of cancellation or modification of any coverage(s).
4. Certificates of insurance meeting the required insurance provision shall be forwarded to the "Purchasing Office" within ten (10) days after Contractor receives notice of award.

Insurance Affidavit is next.

Insurance Requirement Affidavit

This Form to be completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid proposal document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by the City, I will be able, within ten (10) days after the bidder is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent _____

Print or Type Agent's Name _____

Name of Insurance Carrier

Address of Insurance Agency

City/State

Phone number where agent can be reached

Facsimile (Fax) number where agent can be reached

Bidder's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the
_____ day of _____, 2013

Notary public in and for the State of _____

Note to Agent & Bidder:

If this time requirement is not met, the City reserves the right to declare this bidder non-responsible and reject the bid proposal and/or contract. If you have any questions concerning these requirements, please contact the Purchasing Agent, Allyson Wilson at 972-412-6131.

V. COPIES OF LICENSES, CERTIFICATIONS, PERMITS

Bidders shall include a copy of their Vehicle Storage Facility Permit.

VI. REFERENCES

Reference #1

Company _____ Name

Contact Person _____

Telephone Number _____

Dates Service Provided _____ to _____

Type of Service Provided _____

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Reference #2

Company _____ Name

Contact Person _____

Telephone Number _____

Dates Service Provided _____ to _____

Type of Service Provided _____

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Reference #3

Company _____ Name

Contact Person _____

Telephone Number _____

Dates Service Provided _____ to _____

Type of Service Provided _____

—

List number of claims or complaints filed against bidder for vehicle damage during the last five (5) years.

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Bidder may attach documentation regarding claims and complaints.

The undersigned bidder hereby declares that he has carefully examined Ordinance No. 063-07 , Agreement for Wrecker Service and bid proposal specifications and complies with the terms and conditions thereof and agrees if awarded the contract to furnish all personnel, labor, equipment, trucks, and other items as deemed necessary to provide wrecker services as specified and to perform all of the work called for and described in said documents and to commence work within ten (10) days after notice to do so.

In submitting the attached proposal, the vendor agrees that acceptance by the City of Rowlett within a reasonable period of time constitutes a contract.

Date _____

Authorized Signature _____

Printed Name & Title _____

Company Name _____

Street or PO Box _____

City, State, Zip _____

Telephone, Fax, Email Address _____

Exceptions, Additions, Deletions, Comments:

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STATE OF TEXAS §
§
COUNTIES OF DALLAS AND ROCKWALL §

AGREEMENT FOR WRECKER SERVICE

THIS AGREEMENT is entered into this ___ day of _____, 2013 by and between the City of Rowlett, Texas hereinafter referred to as "City" and _____, herein referred to as "Contractor".

WITNESSETH

WHEREAS, City is a home rule city with the power and authority to regulate the storage, parking and towing of vehicles within its corporate limits; and

WHEREAS, the City desires to enter into an agreement with a wrecker service to lawfully tow, remove, store and dispose of, at the request of the City, vehicles which violate City ordinances and state law and state law; and

WHEREAS, Contractor maintains all required licenses and certifications of any kind in connection with commercial towing and vehicle storage and shall during the term of this, Agreement meet any additional license or certification requirements for commercial towing and vehicle storage companies that may be imposed by any federal state or local authority.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1.00 That the above recitals are found to be true and correct and incorporated herein for all purposes

2.00 Grant of Towing Rights

The City hereby grants to Contractor for a period of one (1) year from the date hereof, the nonexclusive right to tow and remove upon request from the City all vehicles required by the City to be removed from their stationary location. This agreement shall be automatically extended for additional one (1) year periods subject to the termination provisions provided herein. The City may, at its sole option, use other contractors to provide the services described in this contract and may employ a rotational system whereby alternate contractors will be used in sequence, under conditions stated in Section 6.00 of this Agreement. Notwithstanding, the City shall not be obligated by this Agreement to comply with a call rotation system and may deviate from the rotation system at any time.

3.00 Duties of Contractor; Performance Standards

3.01 Contractor shall respond to all calls by the City for light or medium duty wrecker service as hereinafter defined within twenty-five (25) minutes from the time the call for such service is received by Contractor and shall respond to all calls from the City for heavy duty wrecker services within forty-five (45) minutes. City retains the right to cancel a request for wrecker services at any time, including after arrival, without incurring a charge. If Contractor fails to respond to any call within the time specified herein, the City may at its sole option choose to use an alternate contractor to respond to a call and, if so, the City shall not incur a charge. If Contractor fails to meet these performance standards three times within a consecutive 30-day period, the City may, at its sole option, suspend Contractor from the rotation for a period of fifteen (15) days. If Contractor fails to meet these performance standards three times (three late arrivals within any three consecutive 30-day periods), the City may terminate this Agreement for cause.

3.02 Contractor shall maintain at all times (24 hours per day, seven days per week) personnel on duty, able to respond to a City request for wrecker service as required by this Agreement and to requests for release of vehicles stored and parked on Contractor's property. Failure of Contractor to maintain such personnel shall constitute a cause for termination of this Agreement by the City.

3.03 Contractor shall maintain and operate a facility for vehicle storage which shall be of sufficient size to accommodate all vehicles towed at the direction of the City under the terms of this Agreement. The storage facility shall be maintained and kept in good condition including paving, fencing, lighting and security, and at a minimum to include the following:

- (a) The vehicle storage facility shall be completely enclosed by a fence of at least six (6) feet in height with a gate which is locked and secured at all times by the Contractor when Contractor is not at the storage facility;
- (b) The vehicle storage facility shall have and maintain an all-weather surface such as concrete, asphalt, black stone, macadam, limestone, iron ore, gravel, shell or caliche top that makes delivery and release of vehicles possible in all weather conditions;
- (c) The vehicle storage facility shall have a sign at its main entrance clearly visible and readable from adjacent roadways which shall include the street address, telephone number, hours of operation as to when vehicles will be released and the State license number of the storage facility;
- (d) The vehicle storage facility shall have an operable telephone which must be publicly listed where Contractor can be contacted. If at any time the telephone number is changed from the number in use on the date of this Agreement, Contractor shall give written notice of the same and the new telephone number to the City prior to the date the new number is in operation;
- (e) For nighttime release of vehicles, Contractor shall maintain adequate illumination at the vehicle storage facility which shall not be less than one 1 foot-candle where the vehicles are maintained, five 5 foot-candles in the traffic lanes, and five 5 foot-candles at the entrance; and
- (f) The vehicle storage facility shall have a covered and secure area, segregated from other vehicles, to hold vehicles for evidentiary purposes. This area must be secured within the main vehicle storage facility.

3.04 The vehicle storage facility shall be located within the City of Rowlett, Texas. Failure to maintain such storage facility within the City shall constitute cause for termination of this Agreement by the City. Contractor shall deliver all vehicles to and store such vehicles at said location unless directed otherwise by the Chief of Police or his designated representative

3.05 Contractor shall have the right to continue to provide wrecker and towing services to persons other than the City; provided however, that calls and requests for wrecker service made by the City shall have immediate and absolute priority over any other calls received

3.06 Contractor shall tow, park and store all vehicles in a safe and secure manner. Vehicle storage shall be conducted in accordance with the following requirements

- (a) All vehicles shall be kept inside the fenced area of the vehicle storage facility at all times;
- (b) No stored vehicle shall be used by Contractor, its agents or employees, for personal or business use;

(c) A vehicle stored pursuant to this Agreement shall be secured, such as doors, windows and/or hatchbacks closed, convertibles covered or tops raised, without additional charge. Wrecked vehicles which cannot be secured are excluded from this requirement; and

(d) A vehicle stored pursuant this Agreement shall not be repaired or altered or parts removed without the consent vehicle owner or his authorized representative

3.07 Vehicles shall be accepted for storage under this Agreement by Contractor as follows:

(a) When dispatched and directed by Rowlett officers, the City will complete an impound form when a vehicle is towed as a result of an arrest or seizure. Officers will not complete an impound form when a vehicle is towed to a location other than the Contractor's vehicle storage facility at the request of the owner of the vehicle (private pull). Documentation of the vehicle inventory in these cases will be left to the discretion of the Contractor.

(b) When Contractor accepts for storage a vehicle towed without the consent of the vehicle owner, Contractor shall inspect the vehicle and note as an addition on the impound form any differences from the information previously set out thereon but shall not write over or deface in any manner any prior writing on the impound form if the license plate number or vehicle identification number on the impound form was incorrect. Contractor shall note in its records the correct number and notify each previously advised person within 48 hours of the current information.

(c) When storing a vehicle pursuant to this Agreement, Contractor shall notify, within ten (10) calendar days, by certified or registered mail (return receipt requested), the registered owner and record lienholder of the vehicle that the vehicle is in Contractor's possession. A copy of the owner notification and mail receipt shall be mailed to the Rowlett Police Department. Such notice shall be made in good faith and shall state:

- (1) the location where the motor vehicle is located as required by this Agreement and the hours the vehicle can be released to the vehicle owner from that storage facility;
- (2) the amount of all fees which must be paid before the vehicle is released;
- (3) the date on which the vehicle will be moved or auctioned from the vehicle storage facility if it is not recovered by the vehicle owner prior to that date;
- (4) information regarding where, when and by who the vehicle was authorized to be towed; and
- (5) Any other information required by law to be contained in such notice.

3.08 Should the City or its Police Department place a hold on any vehicle, Contractor shall not release the vehicle except upon written direction from the Chief of Police of the City or his designated representative. Whenever a person claims ownership or right of possession of a motor vehicle located on the vehicle storage facility, such person shall be entitled to inspect the impound form for the motor vehicle and shall not be required to pay any fees or charges prior to inspecting the impound form. The registered motor vehicle owner or authorized representative shall have access to, and be allowed to, remove any personal belongings in the vehicle except as otherwise directed by a City police officer. If the vehicle or its contents are being held for evidentiary purpose, authorization from the City is required before the vehicle, its contents, or any personal belongings may be removed.

3.09 Contractor shall maintain books and records reflecting its operations hereunder in accordance with generally accepted accounting principles and as may be specifically prescribed by the City Finance Director. Such books and records, together with any other documentation necessary for verification of the Contractor's compliance with the terms of this agreement shall be made available, on request, to said City Finance Director or his representatives. The City may conduct audits of Contractor's books and records at City's discretion. The Contractor shall submit a report containing information on all police tows no later than the 5th day of each month to the Rowlett Police Department, showing all pertinent information for the prior month. The Chief of Police shall designate to whom the report shall be addressed. Copies of all receipts shall be attached to this report. Such report shall include but is not limited to the following information:

- (a) Date and time each call or request for service was received by Contractor;
- (b) Date and time of arrival at location of vehicle to be towed and location of vehicle to be towed;
- (c) Date and time of arrival at storage area after vehicle has been towed;
- (d) Name of wrecker driver and the wrecker license plate number. The name of the wrecker driver shall be available only to the Texas Department of Labor and Standards, Rowlett Chief of Police, the Dallas/Rockwall County Sheriff, and the Texas Department of Public Safety officials;
- (e) Make, model, year and color of the vehicle; and
- (f) License plate number of the vehicle, state issuing the license, and the correct vehicle identification number;
- (g) A general description of the vehicle including overall condition of the vehicle, and any damage to the body of the vehicle or missing equipment;
- (h) Time of vehicle inventory;
- (i) The date the vehicle was released and the name of the individual to whom the vehicle was released;
- (j) If vehicle ownership has been transferred due to any action of the Contractor, or if the vehicle has been disposed of or demolished, a copy of the certificate of title issued after vehicle Contractor's possession the certificate of authority to demolish a police auction sales receipt or transfer document issued by the State of Texas for the vehicle; and
- (k) All amounts charged for the storage of the vehicle.

The records required by this subsection may be kept in the form of wrecker tickets and slips provided that all information required herein is kept on the tickets and slips. Each record required to be kept by this Agreement shall be kept for three (3) years from the date of the last transaction shown in the record under Contractor's care and custody.

In addition to these record-keeping requirements, the Chief of Police shall have the right to prescribe such other record-keeping requirements as he deems, in his sole judgment, are necessary to effectuate the terms of this Agreement.

3.10 Contractor shall permit the registered owner, or authorized representative, access to and allow removal of any personal belongings in the vehicle, unless otherwise directed by a peace officer. The operator of a vehicle storage facility must allow a person claiming to be the owner of a vehicle stored or parked at the facility to have access to the vehicle's glove compartment, console or other interior storage

areas if documents necessary to establish the person's identity or ownership are located in the glove box, console or other interior storage area. If the vehicle is on a police hold or being held for evidentiary purposes, written authorization from the City is required before any personal belongings may be removed. Contractor must allow appraisals and photographs by insurance agents and repair personnel. Contractor shall not dismantle or remove any part or parts from any impounded vehicles.

3.11 Contractor shall maintain a minimum of the following:

- (a) Three (3) wreckers with a minimum towing capacity of 4000 pounds or higher;
- (b) A minimum of one (1) hydraulic wheel lift for towing late-model vehicles;
- (c) Trailer and slings for towing motorcycles;
- (d) Dollies for towing damaged vehicles;
- (e) Availability of one (1) heavy-duty wrecker with a minimum of 40,000 pounds;
- (f) Other equipment as may be needed from time to time including, but not limited to, vehicle mounted air compressors, portable air tanks, brooms, towing chains and electric winch; and
- (g) Each wrecker shall be equipped with both receiver and transmitter capability with twenty-four (24) hour telecommunication equipment.

3.12 Each wrecker called to the scene of an accident by any person or police officer shall completely remove from the street all resulting wreckage or debris, including broken glass, before leaving the scene.

3.13 Contractor shall not solicit personal or private business from owners of impounded vehicles which are stored at the location above described

4.00 Fees

4.01 All towing, storage, and other fees shall be collected by Contractor. The Contractor shall accept electronic or debit cards, as well as cash or credit cards, for any charge associated with the towing, delivery or storage of a vehicle. Contractor may reclaim costs incurred for towing vehicles from public auctions. Contractor shall submit a detailed summary of each public auction it may conduct to the City of Rowlett, Attn: Purchasing Department, no later than ten (10) days after such auction that identifies the vehicles sold, the price, the buyer, and any other information deemed appropriate by the City. The City shall not participate in any manner in the collection of fees.

4.02 Contractor shall not charge or seek to collect from the City any fees or costs incurred by Contractor for the towing of City vehicles or vehicles seized for evidentiary purposes or as contraband by the City of Rowlett.

4.03 When abandoned or junked vehicles are towed, Contractor shall receive payment of towing fees after the sale of the abandoned or junked vehicle as set forth in Section 4.04 of this Agreement.

4.04 The following fees and charges shall apply to all towing, wrecker and storage services provided by Contractor pursuant to this Agreement:

Fee for Normal Towing:	\$120.00
Fee for Additional Services when required due to accident:	\$ 85.00
Heavy Duty Wrecker:	\$200.00 per hour
Motorcycle Tows:	\$120.00
Storage Fees, Per Day:	\$20.00

4.05 Contractor shall provide to the City a current and mutually agreed upon list of all charges assessed to vehicle owner for the preceding month by the 5th day of each month.

5.00 Sale of Impounded Vehicles. Any vehicle removed and impounded under the provisions of this Agreement may be sold at public sale as provided by law. Contractor shall be solely responsible for all notices required by law. The proceeds of such sale shall first be applied to the payment of charges and fees due the City and Contractor in the following order:

- (a) the expenses of the auction;
- (b) notice and publication costs; and
- (c) the costs of towing, storing and preserving the vehicle.

Documentation of the sale of vehicles impounded for the City of Rowlett shall be mailed to Rowlett Police Department.

6.00 Call Rotation. In the event the City enters into towing agreements with other towing companies, the companies will be placed on a call rotation established by the Chief of Police; provided, however, that if any one company or individual owns more than one towing company, only one of those companies may be placed on the rotation. Said call rotation will not be affected when a towing company is called to tow a vehicle owned by the City.

7.00 Indemnification

Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents, representatives and employees (hereinafter individually and collectively referred to as "indemnitees") from and against all suits actions, claims, losses, liability or damage of any character, and from and against all costs and expense (including, in part, attorney fees and costs incidental to the defense of such suits, actions, claims, losses, damages or liability) on account of injury, disease, sickness (including death) to any person or damage to any property (including, in part, the loss of use resulting therefrom) arising from any act, error, omission or neglect of Contractor, or any person acting under its direction and control, or otherwise arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of the services under this agreement.

Contractor's indemnification hereunder shall apply without regard to whether acts, errors, omission or neglect of one or more of the indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that Contractor shall not be obligated to so protect, defend, indemnify and hold harmless if such damage is due to the sole negligence of the City.

All drivers for such Contractor shall be required to register with the City department and a driver's license report from the Department of Public Safety shall be requested. Operators must submit fingerprint cards on all employees so that background checks may be conducted. Wrecker drivers are required to wear ANSI Class II safety vests while on scene.

8.00 Compliance with Applicable Statutes Ordinances and Regulations. In performing the services required by this Agreement, Contractor shall comply with all applicable federal, state, and local statutes,

ordinances and regulations. If such compliance is impossible for reasons beyond its control, Contractor shall immediately notify the City and the reasons therefor.

9.00 Insurance Required

9.01 Contractor shall carry complete and adequate worker's compensation (in statutory limits), vehicular and automobile insurance, and public/comprehensive liability and property damage insurance in amounts of \$500,000 per individual; \$500,000 per occurrence; \$500,000 property damage; and \$1,000,000 aggregate.

9.02 All of Contractor's employees shall at all times be covered by a blanket fidelity bond in the amount of \$5,000.

9.03 Contractor shall name the City as an additional insured on all policies of insurance (except Worker's Compensation and automobile liability) and shall provide such certification to the City at the time of execution of this Agreement. The policies (or certificates) shall require at least 30 days' notice to the City in the event of cancellation or modification.

10.00 Termination

10.01 Termination for Cause. Failure by either party hereto to comply with any of the terms of this Agreement shall be cause for termination. City may terminate this Agreement: 1) for cause as stated in this Agreement; 2) for Contractor's breach of any term or provision of this Agreement; or 3) if Contractor engages in an Event of Bankruptcy, defined as the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of Contractor's existence as an on-going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof. Termination for cause shall be by written ten (10) day notice delivered to the other party and shall be effective on the 10th day after receipt thereof.

10.02 Termination at Will. Either party may terminate this Agreement for any or no reason upon written notice. If by Contractor, termination shall be effective sixty (60) days after the City's receipt of notice of termination. If by City, termination shall be effective thirty (30) days after Contractor's receipt of notice of termination.

10.03 Where required herein, written notice shall be considered received three days after the notice is deposited in the United States mail or when hand delivered to the following addresses

IF TO CITY:

Chief of Police
City of Rowlett
4401 Rowlett Road
Rowlett Texas 75087

IF TO CONTRACTOR:

Either party may designate an alternative person or address by submission of a written notice thereof to the other party.

11.00 Nondiscrimination. As a condition to this agreement, Contractor covenants and agrees that Contractor will take all necessary actions to ensure in connection with work under this Agreement that Contractor, or Contractor associates, subcontractors or employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical disability unrelated to job performance, either directly or indirectly or through contractual or other arrangements. Contractor shall keep, retain and safeguard all records relating to this Agreement for work performed hereunder for a minimum period of three (3) years from final contract completion with full access allowed to authorized representatives of the City upon request for purposes of evaluating compliance with this and other provisions of this Agreement

12.00 Independent Contractor. By the execution of this Agreement, the City and Contractor do not change the independent contractor status of Contractor. No term or provision of this Agreement or any act of Contractor in the performance of this Agreement may be construed as making Contractor the agent, representative, employee, joint venturer or partner of the City.

13.00 Assignment. Contractor shall not assign or transfer any of its rights and duties under this Agreement except upon prior written approval of the City.

14.00 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall be in Dallas County, Texas.

15.00 Preservation of Immunities. Nothing in this Agreement shall be construed to waive or limit the City's sovereign, governmental, official, qualified, legislative or other immunities, said immunities being hereby retained. The City does not and shall not be deemed to waive any defenses which it may lawfully assert. By entering into this Agreement, the parties do not create any obligations express or implied other than those set forth herein; the terms of this Agreement are solely for the benefit of the City and Contractor, and this Agreement shall not create any rights in any parties other than the City and Contractor.

16.00 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the City and Contractor. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

17.00 Legal Construction. If any clause paragraph section subsection sentence phrase or word of this Agreement shall be found by a court of competent jurisdiction to be illegal unlawful unconstitutional or void for any reason, the remainder of this Agreement shall remain in full force and effect and the parties hereto shall be deemed to have contracted as if said clause paragraph section subsection sentence phrase or word had not been in the Agreement initially.

18.00 Waiver. The waiver or failure of either party to exercise in any respect any right or to insist on the performance of any provision, provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement and shall not preclude that party from insisting on full and strict performance of that provision.

19.00 Authority of Signatory. Each person signing this Agreement represents and warrants that the person has and possesses the requisite authority and authorization to sign this Agreement on behalf of the party for whom said person is signing.

20.00 This Agreement may be executed in single or multiple counterparts, each of which shall be deemed an original.

EXECUTED the day and year first above written.

CITY OF ROWLETT, TEXAS

By: _____
Mayor

Attest:

City Secretary

CONTRACTOR:

By: _____

Title: _____
Its authorized Representative



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7E

TITLE

Consider action to approve a resolution exercising the third of four one-year renewal options for Section I mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$65,000 for the Community Services Code Enforcement Division.

STAFF REPRESENTATIVE

W.M. Brodnax, Police Chief

Lt. Marvin Gibbs, Community Services Division Commander

Allyson Wilson, Purchasing Agent

SUMMARY

This item is for the mowing, detailing, and clean up of designated properties for Community Services Code Enforcement Division when properties are in violation of City codes and ordinances. The initial term was for one year with four one-year renewal options if both parties are in agreement.

BACKGROUND INFORMATION

On March 15, 2011, the City Council adopted a resolution awarding a bid for Section I mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$65,000 (Resolution Number RES-053-11) for the Community Services Code Enforcement Division.

On February 21, 2012, the City Council adopted Resolution Number RES-024-12 and on February 5, 2013 the City Council adopted Resolution Number RES-004-13 exercising one-year renewal options for Section I mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$65,000 for the Community Services Code Enforcement Division.

DISCUSSION

The contract period for the proposed third of four one-year renewals shall begin on approximately April 15, 2014, and end April 14, 2015. 3-D Mowing Services has indicated they are interested in exercising the third one-year renewal as per Exhibit B.

Bids were received from eight bidders. Please refer to the bid tabulation in Exhibit A.

3-D Mowing Services has provided satisfactory service during the initial 12 month period and the first and second one-year renewal period; therefore, City staff recommends exercising the third one-year renewal option.

FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$65,000 was approved in the Community Services Code Enforcement Division FY2014 budget in account 101-3223-470-7201. The current available balance as of February 5, 2014, is \$57,291.48. The expenditures are offset by revenues received. The proposed funding for the 2014 budget should cover the remaining amount needed to complete this year's contract. This amount could be potentially altered due to weather.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
101-3223-470-7201	Purch Service-Property/Mowing	\$65,000	\$65,000
Total		\$65,000	\$65,000

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution exercising the third of four one-year renewal options for Section I mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$65,000 for the Community Services Code Enforcement Division.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE EXERCISE OF THE THIRD OF FOUR ONE-YEAR RENEWAL OPTIONS FOR SECTION I MOWING SERVICES TO 3-D MOWING SERVICES IN THE UNIT AMOUNTS BID WITH AN ESTIMATED ANNUAL AMOUNT OF \$65,000 AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT A FOR THE COMMUNITY SERVICES CODE ENFORCEMENT DIVISION; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase mowing services for Section I for the City of Rowlett Community Services Code Enforcement Division; and

WHEREAS, sealed competitive bids were obtained by the Purchasing Division as per bid #2011-44; and

WHEREAS, the term of contract is one year with four one-year renewal options if both parties are in agreement; and

WHEREAS, the initial term of contract and first second one-year renewals have been performed satisfactorily; and

WHEREAS, the contractor and City staff have expressed interest to exercise the third of four one-year renewal options; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise the third of four one-year renewal options for Section I mowing services to 3-D Mowing Services for the Community Services Code Enforcement Division.

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

Section 1: That the City Council of the City of Rowlett does hereby approve the exercise of the third of four one-year renewal options in the unit amounts bid and an estimated annual amount of \$65,000 to 3-D Mowing Services as attached hereto and incorporated herein by reference as Exhibit A for the Community Services Code Enforcement Division.

Section 2: That the City Manager or designee is hereby authorized to issue purchase orders to conform to this resolution.

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

ATTACHMENTS

Exhibit A – Bid Tabulation for Section I Mowing

Exhibit B – Extension Agreement from 3-D Mowing Services

City Of Rowlett Bid Tabulation Mowing Services Section I, #2011-44
4004 Main Street, Rowlett, TX 75088
Purchasing Phone 972-412-6189 Fax 972-412-6144
April 1, 2011, 2:00 p.m.

3-D Mowing Twana Doan 1211 Smirl Dr. Rockwall, TX 75032 972-771-0706 972-772-5364 F		4D Property Maintenance Jeff Davis 18761 FM 1778 Nevada, TX 75173 214-549-0063 972-843-4114 F		Chandler Commercial Mowing Alvin E. Chandler PO Box 1008 Rowlett, TX 75030 972-475-5005	
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Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
1.	8.00	Mowing of a standard lot (43,560 sq. ft. or less) which is vacant & shall include any hand cutting that will be required. Price per lot.	\$30.00	\$240.00	\$25.00	\$200.00	\$35.00	\$280.00
2.	25.00	Mowing of a standard lot with a structure on said lot (43,560 sq. ft. or less) & include the cost to remove any necessary fences as well as hand cutting around the structure that is necessary to comply with the Code. Price per lot.	\$30.00	\$750.00	\$30.00	\$750.00	\$70.00	\$1,750.00
3.	8.00	Mowing of acreage property in excess of 43,560 sq. ft. (1 acre). Price per acre.	\$30.00	\$240.00	\$27.00	\$216.00	\$30.00	\$240.00
4.	5.00	Mowing of an alley or easement at the mid-line of alley or easement & shall include any hand cutting required to comply with the Code. Price per unit.	\$16.50	\$82.50	\$16.50	\$82.50	\$15.00	\$75.00
5.	0.25	Cleaning of debris, trash, and rubbish and shall include the labor cost of two (2) workers, a commercial loader and a vehicle that mechanically dumps. Price per hour.	\$35.00	\$8.75	\$40.00	\$10.00	\$30.00	\$7.50
6.	15.25	Cleaning of debris, trash, and rubbish by hand & shall include the labor costs of two (2) workers and a vehicle that mechanically dumps. Price per hour.	\$30.00	\$457.50	\$30.00	\$457.50	\$35.00	\$533.75
7.	0.25	Cleaning of debris, trash, and rubbish by hand & shall include the costs of one worker and a vehicle that mechanically dumps. Price per hour.	\$30.00	\$7.50	\$25.00	\$6.25	\$10.00	\$2.50
8.	0.25	Mowing of areas not platted into lots nor easily computed into acreage & shall include the labor costs of one worker & equipment of an 8 ft. mower to be used on large tracts and large easements or rights-of-ways (e.g. railroad rights-of-way). Price per hour.	\$20.00	\$5.00	\$20.00	\$5.00	\$20.00	\$5.00
8A.	0.25	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 8. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 8. Price per worker rate per hour.	\$15.00	\$3.75	\$12.50	\$3.13	\$12.00	\$3.00
9.	0.25	Leveling or spreading of mounds of dirt and/or rock shall include the labor costs of one worker with a track loader. Price per hour.	\$30.00	\$7.50	\$30.00	\$7.50	\$20.00	\$5.00
10.	5.00	Securing of open/vacant structures i.e. open doors, and/or broken windows and shall include the cost of 2 workers. Price per hour for 2 workers.	\$25.00	\$125.00	\$30.00	\$150.00	\$24.00	\$120.00

3-D Mowing		4D Property Maintenance		Chandler Commercial Mowing

Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
11.	6.00	Repair of residential fences and shall include the cost of 2 workers Price per hour for 2 workers	\$25.00	\$150.00	\$25.00	\$150.00	\$30.00	\$180.00
12.	1.00	Remove residential fences and shall include the labor cost of 2 workers & a pick up truck w/trailer. Price per hour for 2 workers	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
13.	10.00	Trimming of trees, shrubs, and/or plants obstructing street/alley right-of-way (ROW) and shall include the cost of 2 workers. Price per hour for 2 workers.	\$15.00	\$150.00	\$25.00	\$250.00	\$35.00	\$350.00
13A.	0.50	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 13. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 13. Price per worker rate per hour.	\$15.00	\$7.50	\$12.00	\$6.00	\$15.00	\$7.50
14	10.00	Furnish and install standard 4" metal address numbers in a contrasting color to the appropriate wooden surface where the numbers are being applied.	\$22.18	\$221.80	\$27.50	\$275.00	\$28.00	\$280.00
15	5.00	The cost of covering graffiti with a gray-based paint to cover entire graffiti sit in square form. Price per square foot.	\$20.00	\$100.00	\$10.00	\$50.00	\$5.00	\$25.00
	100							
GRAND TOTAL OF SECTION I				\$2,581.80		\$2,643.88		\$3,889.25
Addenda Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes	
Comments:								

City Of Rowlett Bid Tabulation Mowing Services Section I, #2011-44
4004 Main Street, Rowlett, TX 75088
Purchasing Phone 972-412-6189 Fax 972-412-6144
April 1, 2011, 2:00 p.m.

Ely Tree and Landscape Scott Ely PO Box 1853 Wylie, TX 75098 214-912-3245 972-475-4642 F		Lawn & Landscape Mgmt. Joe Garcia 3206 Main St. #102 Rowlett, TX 75088 972-412-7860 972-465-4639 F		TM Mowing Services Tommy Morrison 146 Upchurch Road Italy, TX 76651 214-674-2754 214-999-3885 F	
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Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
1.	8.00	Mowing of a standard lot (43,560 sq. ft. or less) which is vacant & shall include any hand cutting that will be required. Price per lot.	\$30.00	\$240.00	\$40.00	\$320.00	\$40.00	\$320.00
2.	25.00	Mowing of a standard lot with a structure on said lot (43,560 sq. ft. or less) & include the cost to remove any necessary fences as well as hand cutting around the structure that is necessary to comply with the Code. Price per lot.	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$72.00	\$1,800.00
3.	8.00	Mowing of acreage property in excess of 43,560 sq. ft. (1 acre). Price per acre.	\$40.00	\$320.00	\$40.00	\$320.00	\$32.00	\$256.00
4.	5.00	Mowing of an alley or easement at the mid-line of alley or easement & shall include any hand cutting required to comply with the Code. Price per unit.	\$17.00	\$85.00	\$15.00	\$75.00	\$25.00	\$125.00
5.	0.25	Cleaning of debris, trash, and rubbish and shall include the labor cost of two (2) workers, a commercial loader and a vehicle that mechanically dumps. Price per hour.	\$52.00	\$13.00	\$60.00	\$15.00	\$55.00	\$13.75
6.	15.25	Cleaning of debris, trash, and rubbish by hand & shall include the labor costs of two (2) workers and a vehicle that mechanically dumps. Price per hour.	\$40.00	\$610.00	\$50.00	\$762.50	\$55.00	\$838.75
7.	0.25	Cleaning of debris, trash, and rubbish by hand & shall include the costs of one worker and a vehicle that mechanically dumps. Price per hour.	\$28.00	\$7.00	\$50.00	\$12.50	\$25.00	\$6.25
8.	0.25	Mowing of areas not platted into lots nor easily computed into acreage & shall include the labor costs of one worker & equipment of an 8 ft. mower to be used on large tracts and large easements or rights-of-ways (e.g. railroad rights-of-way). Price per hour.	\$28.00	\$7.00	\$30.00	\$7.50	\$45.00	\$11.25
8A.	0.25	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 8. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 8. Price per worker rate per hour.	\$15.00	\$3.75	\$15.00	\$3.75	\$25.00	\$6.25
9.	0.25	Leveling or spreading of mounds of dirt and/or rock shall include the labor costs of one worker with a track loader. Price per hour.	\$30.00	\$7.50	\$25.00	\$6.25	\$30.00	\$7.50
10.	5.00	Securing of open/vacant structures i.e. open doors, and/or broken windows and shall include the cost of 2 workers. Price per hour for 2 workers.	\$30.00	\$150.00	\$50.00	\$250.00	\$40.00	\$200.00

Ely Tree and Landscape		Lawn & Landscape Mgmt.		TM Mowing Services	
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Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
11.	6.00	Repair of residential fences and shall include the cost of 2 workers Price per hour for 2 workers	\$35.00	\$210.00	\$50.00	\$300.00	\$40.00	\$240.00
12.	1.00	Remove residential fences and shall include the labor cost of 2 workers & a pick up truck w/trailer. Price per hour for 2 workers	\$30.00	\$30.00	\$50.00	\$50.00	\$40.00	\$40.00
13.	10.00	Trimming of trees, shrubs, and/or plants obstructing street/alley right- of-way (ROW) and shall include the cost of 2 workers. Price per hour for 2 workers.	\$40.00	\$400.00	\$60.00	\$600.00	\$35.00	\$350.00
13A.	0.50	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 13. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 13. Price per worker rate per hour.	\$12.50	\$6.25	\$15.00	\$7.50	\$25.00	\$12.50
14	10.00	Furnish and install standard 4" metal address numbers in a contrasting color to the appropriate wooden surface where the numbers are being applied.	\$30.00	\$300.00	\$35.00	\$350.00	\$25.00	\$250.00
15	5.00	The cost of covering graffiti with a gray-based paint to cover entire graffiti sit in square form. Price per square foot.	\$4.00	\$20.00	\$20.00	\$100.00	\$1.00	\$5.00
	100							
GRAND TOTAL OF SECTION I				\$3,409.50		\$4,430.00		\$4,482.25
Addenda Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes	
Comments:								

City Of Rowlett Bid Tabulation Mowing Services Section I, #2011-44
4004 Main Street, Rowlett, TX 75088
Purchasing Phone 972-412-6189 Fax 972-412-6144
April 1, 2011, 2:00 p.m.

Teter Group, Inc. Sharon Teter PO Box 1004 Rowlett, TX 75030 972-475-8233 866-589-3894 F		TruGreen LandCare Marcus Washington 3901 Leon Rd. Garland, TX 75041 972-840-8872 972-840-8287 F	
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Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
1.	8.00	Mowing of a standard lot (43,560 sq. ft. or less) which is vacant & shall include any hand cutting that will be required. Price per lot.	\$45.00	\$360.00	\$30.00	\$240.00
2.	25.00	Mowing of a standard lot with a structure on said lot (43,560 sq. ft. or less) & include the cost to remove any necessary fences as well as hand cutting around the structure that is necessary to comply with the Code. Price per lot.	\$45.00	\$1,125.00	\$27.00	\$675.00
3.	8.00	Mowing of acreage property in excess of 43,560 sq. ft. (1 acre). Price per acre.	\$55.00	\$440.00	\$70.00	\$560.00
4.	5.00	Mowing of an alley or easement at the mid-line of alley or easement & shall include any hand cutting required to comply with the Code. Price per unit.	\$20.00	\$100.00	\$10.00	\$50.00
5.	0.25	Cleaning of debris, trash, and rubbish and shall include the labor cost of two (2) workers, a commercial loader and a vehicle that mechanically dumps. Price per hour.	\$50.00	\$12.50	\$85.00	\$21.25
6.	15.25	Cleaning of debris, trash, and rubbish by hand & shall include the labor costs of two (2) workers and a vehicle that mechanically dumps. Price per hour.	\$45.00	\$686.25	\$75.00	\$1,143.75
7.	0.25	Cleaning of debris, trash, and rubbish by hand & shall include the costs of one worker and a vehicle that mechanically dumps. Price per hour.	\$45.00	\$11.25	\$55.00	\$13.75
8.	0.25	Mowing of areas not platted into lots nor easily computed into acreage & shall include the labor costs of one worker & equipment of an 8 ft. mower to be used on large tracts and large easements or rights-of-ways (e.g. railroad rights-of-way). Price per hour.	\$20.00	\$5.00	\$35.00	\$8.75
8A.	0.25	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 8. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 8. Price per worker rate per hour.	\$20.00	\$5.00	\$24.00	\$6.00
9.	0.25	Leveling or spreading of mounds of dirt and/or rock shall include the labor costs of one worker with a track loader. Price per hour.	\$45.00	\$11.25	\$65.00	\$16.25
10.	5.00	Securing of open/vacant structures i.e. open doors, and/or broken windows and shall include the cost of 2 workers. Price per hour for 2 workers.	\$35.00	\$175.00	\$40.00	\$200.00

Teter Group, Inc.		TruGreen LandCare	

Item #	WT	Description	UNIT PRICE	TOTAL WEIGHT	UNIT PRICE	TOTAL WEIGHT
11.	6.00	Repair of residential fences and shall include the cost of 2 workers Price per hour for 2 workers	\$29.00	\$174.00	\$70.00	\$420.00
12.	1.00	Remove residential fences and shall include the labor cost of 2 workers & a pick up truck w/trailer. Price per hour for 2 workers	\$35.00	\$35.00	\$70.00	\$70.00
13.	10.00	Trimming of trees, shrubs, and/or plants obstructing street/alley right-of-way (ROW) and shall include the cost of 2 workers. Price per hour for 2 workers.	\$35.00	\$350.00	\$48.00	\$480.00
13A.	0.50	This category shall take into consideration the cost of workers exceeding two (2) in number, per worker performing under item 13. This per hour price shall be multiplied by the number of workers and added to the price or prices in item 13. Price per worker rate per hour.	\$35.00	\$17.50	\$24.00	\$12.00
14	10.00	Furnish and install standard 4" metal address numbers in a contrasting color to the appropriate wooden surface where the numbers are being applied.	\$35.00	\$350.00	\$32.00	\$320.00
15	5.00	The cost of covering graffiti with a gray-based paint to cover entire graffiti sit in square form. Price per square foot.	\$35.00	\$175.00	\$1.55	\$7.75
	100					
GRAND TOTAL OF SECTION I				\$4,032.75		\$4,244.50
Addenda Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes	
Comments:						



Mowing Services (Section I) for the City of Rowlett

Agreement for mowing services for the City of Rowlett, Texas and 3-D Mowing extending the contract for Section I mowing services for an additional twelve-month period (renewal period 3 of 4) at the same price as last contract for an annual estimated cost of \$65,000.00 for the period of April 15, 2014 through April 14, 2015.

Sheila Doan

Sheila Doan, Owner
3-D Mowing
1211 Smirl Drive
Heath, TX 75032

2-4-14

Date



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7F

TITLE

Consider action to approve a resolution exercising the second of four one-year renewal options for Section II mowing services to Carruthers Landscape Management in the unit amounts bid with an estimated annual amount of \$104,945 for the Parks and Recreation Department.

STAFF REPRESENTATIVE

Jermel Stevenson, Director of Parks and Recreation
Keith Flournoy, Parks Division Manager
Allyson Wilson, Purchasing Agent

SUMMARY

This item is for the mowing of the City buildings and major thoroughfares. The previous contract allowed for 20 to 26 cycles depending on location, with the majority of cycles (20) on the medians. Using an average of 20, this would mean mowing one time every one-and-a-half weeks. This contract enhances the aesthetic look and increases our service levels by allowing for 30 cycles for all locations (once per week during the growing season). The successful bidder shall be responsible for the trash and debris removal, mowing, edging, line trimming, bed maintenance and removal of trimmings and debris from turf and bed areas, pavement and at base of curbs.

BACKGROUND INFORMATION

On February 21, 2012, the City Council adopted Resolution Number RES-025-12 awarding a bid for Section II mowing services to Carruthers Landscape Management in the unit amounts bid with an estimated annual amount of \$104,945 for the Parks and Recreation Department. This item included four one-year renewal options provided both parties are in agreement.

On February 5, 2013, the City Council adopted a Resolution exercising the first of four one-year renewal options for Section II mowing services to Carruthers Landscape Management in the unit amounts bid with an estimated annual amount of \$104,945 for the Parks and Recreation Department.

DISCUSSION

The contract period for the second renewal shall begin approximately February 21, 2014 and ends February 20, 2015.

Original bids were received from 10 bidders ranging from \$104,945 to \$329,320.

\$104,945.00	Carruthers Landscape Management
\$112,090.00	VMC Landscape Services
\$136,158.60	Teter Group

\$137,165.00	Elite Pro Services
\$146,270.00	4-D Property Maintenance
\$158,900.00	Brandon's Landscape
\$177,250.00	Lawn & Landscape Management
\$219,060.00	Ely Tree Maintenance
\$240,160.00	Martin Property Maintenance
\$329,320.00	D & D Mowing

Carruthers Landscape Management is a current contractor for the City. References were checked and found to be satisfactory. They have previously been awarded contracts with the City and have been doing an excellent job managing their contract. Carruthers Landscape Management has been in business in the Dallas area for more than 30 years.

FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$414,756 was approved in the Parks Maintenance FY2014 budget in account 101-3542-460-7201 (Mowing). A prior year encumbrance rollover increased the budget by \$61,172 resulting in a revised budget amount of \$475,928.00. The current available balance as of February 7, 2014, is \$303,539.90 and available encumbrance is \$116,445.97 for a total of \$419,985.87. The required amount for the full term for Sections II, III, and IV estimated annual amount is \$361,981.30. All of these sections are on the agenda tonight for approval. Funding is adequate for Mowing Sections II, III, and IV. This estimated annual amount could be potentially altered due to weather; however there is sufficient funding within the line item to cover an increase in service.

Budget Account Number and/or Project Code	Account or Project Title	Revised Budget Amount	Proposed Amount
101-3542-460-7201	Mowing Sections II, III, & IV	\$475,928.00	\$361,981.30
Total		\$475,928.00	\$361,981.30

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution exercising the second of four one-year renewal options for Section II mowing services to Carruthers Landscape Management in the unit amounts bid with an estimated annual amount of \$104,945 for the Parks and Recreation Department.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, EXERCISING THE SECOND OF FOUR ONE-YEAR RENEWAL OPTIONS FOR SECTION II MOWING SERVICES TO CARRUTHERS LANDSCAPE MANAGEMENT IN THE UNIT AMOUNTS BID AND IN AN ESTIMATED ANNUAL AMOUNT OF \$104,945 AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A" FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase mowing services for Section II for the City of Rowlett Parks and Recreation Department; and

WHEREAS, sealed competitive bids were obtained by the Purchasing Division as per bid #2012-35; and

WHEREAS, the term of contract is one year with four one-year renewal options if both parties are in agreement; and

WHEREAS, the initial term and first renewal of the contract have been performed satisfactorily; and

WHEREAS, the contractor and City staff have expressed interest to exercise the second of four one-year renewal options; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise the second of four one-year renewal options for Section II mowing services for the Parks and Recreation Department.

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 second of four one-year renewal options for Section II mowing services in the unit amounts bid and an estimated annual amount of \$104,945 to Carruthers Landscape Management as attached hereto and incorporated herein by reference as Exhibit A for the Parks and Recreation Department.

Section 2: That the City Manager is hereby authorized to issue purchase orders to conform to this resolution.

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

ATTACHMENTS

Exhibit A – Bid Tabulation Section II Mowing

Exhibit B – Extension Agreement

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

			4-D Property Maintenance Jeff Davis 214-549-0063 972-843-4114 F		Brandon's Landscape Brandon McCulloch 214-929-2020		Carruther's Landscape Mgmt. Paul Myers 972-620-9560 972-247-8670 F	
Item	Qty	SECTION II	Unit	Total	Unit	Total	Unit	Total
1	30	City Hall, HR, Purchasing Buildings, (including beds & hedges), (4000, 4002, 4004 Main St.)	\$125.00	\$3,750.00	\$100.00	\$3,000.00	\$176.00	\$5,280.00
2	30	Library, (3900 Main St) & Chamber of Commerce, (3920 Main St), (including beds & hedges)	\$125.00	\$3,750.00	\$100.00	\$3,000.00	\$176.00	\$5,280.00
3	30	Meter Services Building, (3840 Main St)	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$176.00	\$5,280.00
4	30	Developmental Services Building Grounds, (3901 Main St), (including beds & hedges) as required	\$125.00	\$3,750.00	\$50.00	\$1,500.00	\$176.00	\$5,280.00
5	30	Historical Society Building Grounds, (3913 Main St)	\$125.00	\$3,750.00	\$50.00	\$1,500.00	\$176.00	\$5,280.00
6	30	Farmer's Market - (4001 Main St)	\$125.00	\$3,750.00	\$50.00	\$1,500.00	\$44.00	\$1,320.00
7	30	Veteran's Park, (3850 Main St), trim & weed beds as required	\$170.00	\$5,100.00	\$50.00	\$1,500.00	\$176.00	\$5,280.00
8	30	Police & Courts Grounds, (4401 Rowlett Rd), including grass areas in and around the Parking Lot and trim hedges as required	\$150.00	\$4,500.00	\$100.00	\$3,000.00	\$176.00	\$5,280.00
9	30	Fire & Parks Administration, (4701 Rowlett Rd), finish mow & trim hedges as required	\$100.00	\$3,000.00	\$60.00	\$1,800.00	\$22.00	\$660.00
10	30	Service Center (Public Works/Utilities), (4310 Industrial St), Mow & weed eat all grass areas front & back including around patio & fence; & Animal Shelter Grounds, (4402 Industrial St), Trim hedges as required	\$180.00	\$5,400.00	\$150.00	\$4,500.00	\$22.00	\$660.00
11	30	Finish mow/ and trim hedges as required, (4205 Skyline Dr)	\$45.00	\$1,350.00	\$70.00	\$2,100.00	\$22.00	\$660.00
12	30	Grass triangle area at intersection of Coyle, Skyline, & Main - (4717 Main/Coyle/Skyline)	\$80.00	\$2,400.00	\$20.00	\$600.00	\$22.00	\$660.00
13	30	Area behind Big Star Burger from Cotton Gin Lot on Main St. next to antique shop & 3809 Coyle St & Commerce St to 4000 Coyle St by drainage ditch	\$80.00	\$2,400.00	\$100.00	\$3,000.00	\$22.00	\$660.00
14	30	Rowlett Rd from bridge at lake to Castle; medians and Right-Of-Ways	\$343.00	\$10,290.00	\$400.00	\$12,000.00	\$528.00	\$15,840.00
15	30	Dalrock Rd from Princeton Rd to I-30, including all medians, all Right of Ways, back sides of fences, curbs, sidewalks, & walls medians and ROW	\$357.00	\$10,710.00	\$400.00	\$12,000.00	\$264.00	\$7,920.00
16	30	North of 66 along west side of Mallard Cove (new street) between street and wall/ back of fences	\$45.00	\$1,350.00	\$125.00	\$3,750.00	\$5.50	\$165.00
17	30	Scenic Dr from Heartstone Ln to Dead end North across Lakeview Pkwy (66) medians and horseshoe area behind gates & ROW	\$30.00	\$900.00	\$125.00	\$3,750.00	\$5.50	\$165.00
18	30	Miller Rd from City Limits to Valero, ROW - 1700 - 3400 Miller Rd	\$116.00	\$3,480.00	\$225.00	\$6,750.00	\$88.00	\$2,640.00
19	30	Manchester median - 8622 Manchester Dr/7100 Dalrock Rd	\$15.00	\$450.00	\$25.00	\$750.00	\$5.50	\$165.00
20	30	Miller Rd from Rowlett Rd to Kirby Rd to the bridge, medians and designated ROW	\$116.00	\$3,480.00	\$150.00	\$4,500.00	\$5.50	\$165.00
21	30	Hickox Rd between Rowlett Rd & Dexham Rd, medians and ROW including easements along back of fences	\$107.00	\$3,210.00	\$200.00	\$6,000.00	\$44.00	\$1,320.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

Item	Qty	SECTION II	4-D Property Maintenance		Brandon's Landscape		Carruther's Landscape Mgmt.	
			Unit	Total	Unit	Total	Unit	Total
22	30	Dexham Rd between Hickox Rd & Lakeview Pkwy, medians and ROW including easements along back of fences include entrance way signs on Dexham and 66.(approx. 1.34 acres)	\$60.00	\$1,800.00	\$125.00	\$3,750.00	\$44.00	\$1,320.00
23	30	Miller Rd at Dalrock Rd median and ROW	\$35.00	\$1,050.00	\$30.00	\$900.00	\$5.50	\$165.00
24	30	Princeton Rd. from Liberty Grove Rd to Dalrock Rd, medians North and Southside ROW	\$286.00	\$8,580.00	\$200.00	\$6,000.00	\$110.00	\$3,300.00
25	30	Miller Rd west of railroad track, mow and line trim from street to guard rail (maintaining both sides guard rail free of grass and woody plants)on causeway along bridge (includes levy at south west corner of causeway) . Mow ROW - 25 ft. at bridge	\$89.00	\$2,670.00	\$200.00	\$6,000.00	\$88.00	\$2,640.00
26	30	Lakeview Parkway (State Highway 66) from Antioch Dr to Heritage Pkwy, medians and ROW	\$266.00	\$7,980.00	\$325.00	\$9,750.00	\$528.00	\$15,840.00
27	30	Liberty Grove Rd from Princeton Rd to Chiesa Rd	\$71.00	\$2,130.00	\$160.00	\$4,800.00	\$110.00	\$3,300.00
28	30	Springfield Estates/Rowlett Rd (edging)	\$45.00	\$1,350.00	\$40.00	\$1,200.00	\$5.50	\$165.00
29	30	Behind 3001 & 2913 Suzanne Dr - Chaha Rd ROW	\$30.00	\$900.00	\$40.00	\$1,200.00	\$22.00	\$660.00
30	30	Intersection of IH 30 and Dalrock Rd East West North and South ramps and trim hedges as required	\$560.00	\$16,800.00	\$525.00	\$15,750.00	\$88.00	\$2,640.00
31	30	Hickox Rd Medians	\$90.00	\$2,700.00	\$65.00	\$1,950.00	\$44.00	\$1,320.00
32	30	Dandridge Rd Medians (both sides) off Princeton Rd and trim hedges as required	\$40.00	\$1,200.00	\$60.00	\$1,800.00	\$5.50	\$165.00
33	30	Dandridge Dr Medians off Chiesa Rd	\$45.00	\$1,350.00	\$60.00	\$1,800.00	\$5.50	\$165.00
34	30	Chiesa Rd medians N. of Hwy 66 / Bobby Ln and alleyway behind 6301 Cheisa Rd and concrete median south of Hwy 66	\$55.00	\$1,650.00	\$100.00	\$3,000.00	\$22.00	\$660.00
35	20	North from North entry at Springfield Park along Dexham Rd to Guardrail at Castle Rd. (the west side of ROW)	\$40.00	\$800.00	\$70.00	\$1,400.00	\$5.50	\$110.00
36	30	7202 - 7214 Belmont Rd, North wall Belmont Alley	\$40.00	\$1,200.00	\$25.00	\$750.00	\$5.50	\$165.00
37	30	7610 to 7100 Dalrock Rd (Pocket Park), weed & trim as required	\$65.00	\$1,950.00	\$150.00	\$4,500.00	\$5.50	\$165.00
38	30	Gordon Smith Dr and Hwy 66 by Home depot R.O.W. and median	\$0.00	\$0.00	\$25.00	\$750.00	\$5.50	\$165.00
39	30	West side of Rowlett Rd. south , inside wall along alley - begin at first house North of Katherine Dr (7600 Rowlett Rd.) to past Glenstone St	\$15.00	\$450.00	\$65.00	\$1,950.00	\$5.50	\$165.00
40	30	Across from fire station - 6800 Rowlett Rd - both sides to 6400 Rowlett Rd - detail mow	\$15.00	\$450.00	\$65.00	\$1,950.00	\$2.75	\$82.50
41	30	Between entry to Chicken Express and alley S. of Maple Ct	\$15.00	\$450.00	\$25.00	\$750.00	\$2.75	\$82.50
42	30	ROW front of vacant property N & S of #4 Fire Station (10' out)	\$25.00	\$750.00	\$30.00	\$900.00	\$2.75	\$82.50
43	30	Fire Station 4 -along N. side (40x306) and along S. side (15x306)	\$70.00	\$2,100.00	\$40.00	\$1,200.00	\$4.75	\$142.50
44	30	3917 Lois Cir (Island)	\$15.00	\$450.00	\$30.00	\$900.00	\$5.50	\$165.00
45	30	3102 David Dr (Island)	\$20.00	\$600.00	\$40.00	\$1,200.00	\$5.50	\$165.00
46	30	Rowlett Rd by bridges at cemetery	\$15.00	\$450.00	\$35.00	\$1,050.00	\$5.50	\$165.00
47	30	Dogwood Tr/Rowlett Rd behind wall along Juniper Ct Alley	\$0.00	\$0.00	\$25.00	\$750.00	\$5.50	\$165.00
48	30	Entry median on Thornhill Way	\$15.00	\$450.00	\$40.00	\$1,200.00	\$5.50	\$165.00
49	30	Main St medians & roadside - bed maintenance & mowing (including lot at Commerce St & Main St, clock tower area, and pocket park adjacent to clock tower) from Skyline Dr to Rowlett Rd	\$233.00	\$6,990.00	\$100.00	\$3,000.00	\$22.00	\$660.00
Grand Total of Section II				\$146,270.00		\$158,900.00		\$104,945.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

			D & D Mowing Jason Ellison 469-767-0407 214-369-4367 F		Elite Pro Services Edgar Morales 24-507-0560		Ely Tree & Landscape Scott Ely 214-912-3245	
Item	Qty	SECTION II	Unit	Total	Unit	Total	Unit	Total
1	30	City Hall, HR, Purchasing Buildings, (including beds & hedges), (4000, 4002, 4004 Main St.)	\$220.00	\$6,600.00	\$104.12	\$3,123.60	\$250.00	\$7,500.00
2	30	Library, (3900 Main St) & Chamber of Commerce, (3920 Main St), (including beds & hedges)	\$210.00	\$6,300.00	\$74.52	\$2,235.60	\$250.00	\$7,500.00
3	30	Meter Services Building, (3840 Main St)	\$40.00	\$1,200.00	\$4.68	\$140.40	\$10.00	\$300.00
4	30	Developmental Services Building Grounds, (3901 Main St), (including beds & hedges) as required	\$145.00	\$4,350.00	\$32.74	\$982.20	\$150.00	\$4,500.00
5	30	Historical Society Building Grounds, (3913 Main St)	\$80.00	\$2,400.00	\$16.67	\$500.10	\$15.00	\$450.00
6	30	Farmer's Market - (4001 Main St)	\$85.00	\$2,550.00	\$20.80	\$624.00	\$25.00	\$750.00
7	30	Veteran's Park, (3850 Main St), trim & weed beds as required	\$75.00	\$2,250.00	\$54.37	\$1,631.10	\$100.00	\$3,000.00
8	30	Police & Courts Grounds, (4401 Rowlett Rd), including grass areas in and around the Parking Lot and trim hedges as required	\$175.00	\$5,250.00	\$90.33	\$2,709.90	\$102.00	\$3,060.00
9	30	Fire & Parks Administration, (4701 Rowlett Rd), finish mow & trim hedges as required	\$85.00	\$2,550.00	\$25.05	\$751.50	\$48.00	\$1,440.00
10	30	Service Center (Public Works/Utilities), (4310 Industrial St), Mow & weed eat all grass areas front & back including around patio & fence; & Animal Shelter Grounds, (4402 Industrial St), Trim hedges as required	\$240.00	\$7,200.00	\$90.28	\$2,708.40	\$160.00	\$4,800.00
11	30	Finish mow/ and trim hedges as required, (4205 Skyline Dr)	\$130.00	\$3,900.00	\$13.43	\$402.90	\$20.00	\$600.00
12	30	Grass triangle area at intersection of Coyle, Skyline, & Main - (4717 Main/Coyle/Skyline)	\$45.00	\$1,350.00	\$4.30	\$129.00	\$10.00	\$300.00
13	30	Area behind Big Star Burger from Cotton Gin Lot on Main St. next to antique shop & 3809 Coyle St & Commerce St to 4000 Coyle St by drainage ditch	\$75.00	\$2,250.00	\$18.02	\$540.60	\$20.00	\$600.00
14	30	Rowlett Rd from bridge at lake to Castle; medians and Right-Of-Ways	\$1,155.00	\$34,650.00	\$541.32	\$16,239.60	\$1,200.00	\$36,000.00
15	30	Dalrock Rd from Princeton Rd to I-30, including all medians, all Right of Ways, back sides of fences, curbs, sidewalks, & walls medians and ROW	\$1,285.00	\$38,550.00	\$663.52	\$19,905.60	\$1,130.00	\$33,900.00
16	30	North of 66 along west side of Mallard Cove (new street) between street and wall/ back of fences	\$155.00	\$4,650.00	\$40.07	\$1,202.10	\$75.00	\$2,250.00
17	30	Scenic Dr from Heartstone Ln to Dead end North across Lakeview Pkwy (66) medians and horseshoe area behind gates & ROW	\$155.00	\$4,650.00	\$17.23	\$516.90	\$84.00	\$2,520.00
18	30	Miller Rd from City Limits to Valero, ROW - 1700 - 3400 Miller Rd	\$490.00	\$14,700.00	\$254.28	\$7,628.40	\$400.00	\$12,000.00
19	30	Manchester median - 8622 Manchester Dr/7100 Dalrock Rd	\$10.00	\$300.00	\$1.00	\$30.00	\$10.00	\$300.00
20	30	Miller Rd from Rowlett Rd to Kirby Rd to the bridge, medians and designated ROW	\$385.00	\$11,550.00	\$134.68	\$4,040.40	\$167.00	\$5,010.00
21	30	Hickox Rd between Rowlett Rd & Dexham Rd, medians and ROW including easements along back of fences	\$310.00	\$9,300.00	\$123.24	\$3,697.20	\$252.00	\$7,560.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

Item	Qty	SECTION II	D & D Mowing		Elite Pro Services		Ely Tree & Landscape	
			Unit	Total	Unit	Total	Unit	Total
22	30	Dexham Rd between Hickox Rd & Lakeview Pkwy, medians and ROW including easements along back of fences include entrance way signs on Dexham and 66.(approx. 1.34 acres)	\$230.00	\$6,900.00	\$69.68	\$2,090.40	\$325.00	\$9,750.00
23	30	Miller Rd at Dalrock Rd median and ROW	\$40.00	\$1,200.00	\$10.00	\$300.00	\$30.00	\$900.00
24	30	Princeton Rd. from Liberty Grove Rd to Dalrock Rd, medians North and Southside ROW	\$615.00	\$18,450.00	\$330.20	\$9,906.00	\$375.00	\$11,250.00
25	30	Miller Rd west of railroad track, mow and line trim from street to guard rail (maintaining both sides guard rail free of grass and woody plants)on causeway along bridge (includes levy at south west corner of causeway) . Mow ROW - 25 ft. at bridge	\$310.00	\$9,300.00	\$104.00	\$3,120.00	\$167.00	\$5,010.00
26	30	Lakeview Parkway (State Highway 66) from Antioch Dr to Heritage Pkwy, medians and ROW	\$1,500.00	\$45,000.00	\$310.44	\$9,313.20	\$620.00	\$18,600.00
27	30	Liberty Grove Rd from Princeton Rd to Chiesa Rd	\$155.00	\$4,650.00	\$81.64	\$2,449.20	\$33.00	\$990.00
28	30	Springfield Estates/Rowlett Rd (edging)	\$75.00	\$2,250.00	\$14.00	\$420.00	\$0.00	\$0.00
29	30	Behind 3001 & 2913 Suzanne Dr - Chaha Rd ROW	\$25.00	\$750.00	\$6.00	\$180.00	\$60.00	\$1,800.00
30	30	Intersection of IH 30 and Dalrock Rd East West North and South ramps and trim hedges as required	\$955.00	\$28,650.00	\$833.64	\$25,009.20	\$600.00	\$18,000.00
31	30	Hickox Rd Medians	\$230.00	\$6,900.00	\$105.04	\$3,151.20	\$82.00	\$2,460.00
32	30	Dandridge Rd Medians (both sides) off Princeton Rd and trim hedges as required	\$130.00	\$3,900.00	\$38.00	\$1,140.00	\$60.00	\$1,800.00
33	30	Dandridge Dr Medians off Chiesa Rd	\$115.00	\$3,450.00	\$26.00	\$780.00	\$60.00	\$1,800.00
34	30	Chiesa Rd medians N. of Hwy 66 / Bobby Ln and alleyway behind 6301 Cheisa Rd and concrete median south of Hwy 66	\$310.00	\$9,300.00	\$104.00	\$3,120.00	\$82.00	\$2,460.00
35	20	North from North entry at Springfield Park along Dexham Rd to Guardrail at Castle Rd. (the west side of ROW)	\$50.00	\$1,000.00	\$10.00	\$200.00	\$0.00	\$0.00
36	30	7202 - 7214 Belmont Rd, North wall Belmont Alley	\$25.00	\$750.00	\$2.00	\$60.00	\$40.00	\$1,200.00
37	30	7610 to 7100 Dalrock Rd (Pocket Park), weed & trim as required	\$155.00	\$4,650.00	\$73.32	\$2,199.60	\$75.00	\$2,250.00
38	30	Gordon Smith Dr and Hwy 66 by Home depot R.O.W. and median	\$75.00	\$2,250.00	\$13.00	\$390.00	\$0.00	\$0.00
39	30	West side of Rowlett Rd. south , inside wall along alley - begin at first house North of Katherine Dr (7600 Rowlett Rd.) to past Glenstone St	\$40.00	\$1,200.00	\$6.98	\$209.40	\$20.00	\$600.00
40	30	Across from fire station - 6800 Rowlett Rd - both sides to 6400 Rowlett Rd - detail mow	\$25.00	\$750.00	\$5.04	\$151.20	\$10.00	\$300.00
41	30	Between entry to Chicken Express and alley S. of Maple Ct	\$12.00	\$360.00	\$1.00	\$30.00	\$0.00	\$0.00
42	30	ROW front of vacant property N & S of #4 Fire Station (10' out)	\$50.00	\$1,500.00	\$10.05	\$301.50	\$10.00	\$300.00
43	30	Fire Station 4 -along N. side (40x306) and along S. side (15x306)	\$25.00	\$750.00	\$20.09	\$602.70	\$20.00	\$600.00
44	30	3917 Lois Cir (Island)	\$40.00	\$1,200.00	\$3.37	\$101.10	\$20.00	\$600.00
45	30	3102 David Dr (Island)	\$40.00	\$1,200.00	\$4.00	\$120.00	\$20.00	\$600.00
46	30	Rowlett Rd by bridges at cemetery	\$25.00	\$750.00	\$2.52	\$75.60	\$0.00	\$0.00
47	30	Dogwood Tr/Rowlett Rd behind wall along Juniper Ct Alley	\$12.00	\$360.00	\$1.00	\$30.00	\$15.00	\$450.00
48	30	Entry median on Thornhill Way	\$25.00	\$750.00	\$2.80	\$84.00	\$0.00	\$0.00
49	30	Main St medians & roadside - bed maintenance & mowing (including lot at Commerce St & Main St, clock tower area, and pocket park adjacent to clock tower) from Skyline Dr to Rowlett Rd	\$155.00	\$4,650.00	\$63.04	\$1,891.20	\$100.00	\$3,000.00
Grand Total of Section II				\$329,320.00		\$137,165.00		\$219,060.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

Lawn & Landscape Mgmt. Joe Garcia 972-412-7860 972-463-4639 F	Martin Property Maintenance Jim Martin 972-423-3247	Teter Group Sharon Teter 214-212-8598
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Item	Qty	SECTION II	Unit	Total	Unit	Total	Unit	Total
1	30	City Hall, HR, Purchasing Buildings, (including beds & hedges), (4000, 4002, 4004 Main St.)	\$400.00	\$12,000.00	\$575.00	\$17,250.00	\$37.00	\$1,110.00
2	30	Library, (3900 Main St) & Chamber of Commerce, (3920 Main St), (including beds & hedges)	\$95.00	\$2,850.00	\$320.00	\$9,600.00	\$54.49	\$1,634.70
3	30	Meter Services Building, (3840 Main St)	\$30.00	\$900.00	\$34.00	\$1,020.00	\$36.00	\$1,080.00
4	30	Developmental Services Building Grounds, (3901 Main St), (including beds & hedges) as required	\$30.00	\$900.00	\$85.00	\$2,550.00	\$37.00	\$1,110.00
5	30	Historical Society Building Grounds, (3913 Main St)	\$45.00	\$1,350.00	\$35.00	\$1,050.00	\$37.00	\$1,110.00
6	30	Farmer's Market - (4001 Main St)	\$25.00	\$750.00	\$35.00	\$1,050.00	\$37.00	\$1,110.00
7	30	Veteran's Park, (3850 Main St), trim & weed beds as required	\$50.00	\$1,500.00	\$79.00	\$2,370.00	\$37.00	\$1,110.00
8	30	Police & Courts Grounds, (4401 Rowlett Rd), including grass areas in and around the Parking Lot and trim hedges as required	\$125.00	\$3,750.00	\$110.00	\$3,300.00	\$37.00	\$1,110.00
9	30	Fire & Parks Administration, (4701 Rowlett Rd), finish mow & trim hedges as required	\$60.00	\$1,800.00	\$65.00	\$1,950.00	\$36.00	\$1,080.00
10	30	Service Center (Public Works/Utilities), (4310 Industrial St), Mow & weed eat all grass areas front & back including around patio & fence; & Animal Shelter Grounds, (4402 Industrial St), Trim hedges as required	\$50.00	\$1,500.00	\$125.00	\$3,750.00	\$60.12	\$1,803.60
11	30	Finish mow/ and trim hedges as required, (4205 Skyline Dr)	\$30.00	\$900.00	\$35.00	\$1,050.00	\$37.00	\$1,110.00
12	30	Grass triangle area at intersection of Coyle, Skyline, & Main - (4717 Main/Coyle/Skyline)	\$40.00	\$1,200.00	\$15.00	\$450.00	\$36.00	\$1,080.00
13	30	Area behind Big Star Burger from Cotton Gin Lot on Main St. next to antique shop & 3809 Coyle St & Commerce St to 4000 Coyle St by drainage ditch	\$50.00	\$1,500.00	\$15.00	\$450.00	\$74.00	\$2,220.00
14	30	Rowlett Rd from bridge at lake to Castle; medians and Right-Of-Ways	\$1,000.00	\$30,000.00	\$1,145.00	\$34,350.00	\$510.09	\$15,302.70
15	30	Dalrock Rd from Princeton Rd to I-30, including all medians, all Right of Ways, back sides of fences, curbs, sidewalks, & walls medians and ROW	\$1,000.00	\$30,000.00	\$1,340.00	\$40,200.00	\$625.24	\$18,757.20
16	30	North of 66 along west side of Mallard Cove (new street) between street and wall/ back of fences	\$50.00	\$1,500.00	\$65.00	\$1,950.00	\$74.00	\$2,220.00
17	30	Scenic Dr from Heartstone Ln to Dead end North across Lakeview Pkwy (66) medians and horseshoe area behind gates & ROW	\$65.00	\$1,950.00	\$145.00	\$4,350.00	\$37.00	\$1,110.00
18	30	Miller Rd from City Limits to Valero, ROW - 1700 - 3400 Miller Rd	\$200.00	\$6,000.00	\$293.00	\$8,790.00	\$211.49	\$6,344.70
19	30	Manchester median - 8622 Manchester Dr/7100 Dalrock Rd	\$20.00	\$600.00	\$12.00	\$360.00	\$36.00	\$1,080.00
20	30	Miller Rd from Rowlett Rd to Kirby Rd to the bridge, medians and designated ROW	\$150.00	\$4,500.00	\$120.00	\$3,600.00	\$112.00	\$3,360.00
21	30	Hickox Rd between Rowlett Rd & Dexham Rd, medians and ROW including easements along back of fences	\$150.00	\$4,500.00	\$155.00	\$4,650.00	\$102.50	\$3,075.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

Item	Qty	SECTION II	Lawn & Landscape Mgmt.		Martin Property Maintenance		Teter Group	
			Unit	Total	Unit	Total	Unit	Total
22	30	Dexham Rd between Hickox Rd & Lakeview Pkwy, medians and ROW including easements along back of fences include entrance way signs on Dexham and 66.(approx. 1.34 acres)	\$100.00	\$3,000.00	\$110.00	\$3,300.00	\$57.96	\$1,738.80
23	30	Miller Rd at Dalrock Rd median and ROW	\$35.00	\$1,050.00	\$25.00	\$750.00	\$36.00	\$1,080.00
24	30	Princeton Rd. from Liberty Grove Rd to Dalrock Rd, medians North and Southside ROW	\$300.00	\$9,000.00	\$430.00	\$12,900.00	\$274.64	\$8,239.20
25	30	Miller Rd west of railroad track, mow and line trim from street to guard rail (maintaining both sides guard rail free of grass and woody plants)on causeway along bridge (includes levy at south west corner of causeway) . Mow ROW - 25 ft. at bridge	\$100.00	\$3,000.00	\$140.00	\$4,200.00	\$86.50	\$2,595.00
26	30	Lakeview Parkway (State Highway 66) from Antioch Dr to Heritage Pkwy, medians and ROW	\$550.00	\$16,500.00	\$475.00	\$14,250.00	\$258.20	\$7,746.00
27	30	Liberty Grove Rd from Princeton Rd to Chiesa Rd	\$35.00	\$1,050.00	\$65.00	\$1,950.00	\$67.90	\$2,037.00
28	30	Springfield Estates/Rowlett Rd (edging)	\$40.00	\$1,200.00	\$10.00	\$300.00	\$37.00	\$1,110.00
29	30	Behind 3001 & 2913 Suzanne Dr - Chaha Rd ROW	\$20.00	\$600.00	\$30.00	\$900.00	\$36.00	\$1,080.00
30	30	Intersection of IH 30 and Dalrock Rd East West North and South ramps and trim hedges as required	\$500.00	\$15,000.00	\$1,100.00	\$33,000.00	\$543.65	\$16,309.50
31	30	Hickox Rd Medians	\$50.00	\$1,500.00	\$79.00	\$2,370.00	\$87.36	\$2,620.80
32	30	Dandridge Rd Medians (both sides) off Princeton Rd and trim hedges as required	\$30.00	\$900.00	\$79.00	\$2,370.00	\$37.00	\$1,110.00
33	30	Dandridge Dr Medians off Chiesa Rd	\$30.00	\$900.00	\$55.00	\$1,650.00	\$74.00	\$2,220.00
34	30	Chiesa Rd medians N. of Hwy 66 / Bobby Ln and alleyway behind 6301 Cheisa Rd and concrete median south of Hwy 66	\$100.00	\$3,000.00	\$75.00	\$2,250.00	\$86.50	\$2,595.00
35	20	North from North entry at Springfield Park along Dexham Rd to Guardrail at Castle Rd. (the west side of ROW)	\$20.00	\$400.00	\$20.00	\$400.00	\$36.00	\$720.00
36	30	7202 - 7214 Belmont Rd, North wall Belmont Alley	\$10.00	\$300.00	\$20.00	\$600.00	\$36.00	\$1,080.00
37	30	7610 to 7100 Dalrock Rd (Pocket Park), weed & trim as required	\$50.00	\$1,500.00	\$79.00	\$2,370.00	\$60.98	\$1,829.40
38	30	Gordon Smith Dr and Hwy 66 by Home depot R.O.W. and median	\$10.00	\$300.00	\$15.00	\$450.00	\$36.00	\$1,080.00
39	30	West side of Rowlett Rd. south , inside wall along alley - begin at first house North of Katherine Dr (7600 Rowlett Rd.) to past Glenstone St	\$20.00	\$600.00	\$35.00	\$1,050.00	\$36.00	\$1,080.00
40	30	Across from fire station - 6800 Rowlett Rd - both sides to 6400 Rowlett Rd - detail mow	\$20.00	\$600.00	\$32.00	\$960.00	\$36.00	\$1,080.00
41	30	Between entry to Chicken Express and alley S. of Maple Ct	\$20.00	\$600.00	\$10.00	\$300.00	\$36.00	\$1,080.00
42	30	ROW front of vacant property N & S of #4 Fire Station (10' out)	\$25.00	\$750.00	\$25.00	\$750.00	\$36.00	\$1,080.00
43	30	Fire Station 4 -along N. side (40x306) and along S. side (15x306)	\$40.00	\$1,200.00	\$35.00	\$1,050.00	\$74.00	\$2,220.00
44	30	3917 Lois Cir (Island)	\$20.00	\$600.00	\$15.00	\$450.00	\$36.00	\$1,080.00
45	30	3102 David Dr (Island)	\$20.00	\$600.00	\$20.00	\$600.00	\$36.00	\$1,080.00
46	30	Rowlett Rd by bridges at cemetery	\$20.00	\$600.00	\$30.00	\$900.00	\$36.00	\$1,080.00
47	30	Dogwood Tr/Rowlett Rd behind wall along Juniper Ct Alley	\$10.00	\$300.00	\$20.00	\$600.00	\$36.00	\$1,080.00
48	30	Entry median on Thornhill Way	\$20.00	\$600.00	\$20.00	\$600.00	\$36.00	\$1,080.00
49	30	Main St medians & roadside - bed maintenance & mowing (including lot at Commerce St & Main St, clock tower area, and pocket park adjacent to clock tower) from Skyline Dr to Rowlett Rd	\$55.00	\$1,650.00	\$160.00	\$4,800.00	\$37.00	\$1,110.00
Grand Total of Section II				\$177,250.00		\$240,160.00		\$136,158.60

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

VMC Landscape Services
 Dave Myers
 972-445-5654
 972-331-4497 F

Item	Qty	SECTION II	Unit	Total
1	30	City Hall, HR, Purchasing Buildings, (including beds & hedges), (4000, 4002, 4004 Main St.)	\$113.00	\$3,390.00
2	30	Library, (3900 Main St) & Chamber of Commerce, (3920 Main St), (including beds & hedges)	\$98.00	\$2,940.00
3	30	Meter Services Building, (3840 Main St)	\$14.00	\$420.00
4	30	Developmental Services Building Grounds, (3901 Main St), (including beds & hedges) as required	\$49.00	\$1,470.00
5	30	Historical Society Building Grounds, (3913 Main St)	\$14.00	\$420.00
6	30	Farmer's Market - (4001 Main St)	\$14.00	\$420.00
7	30	Veteran's Park, (3850 Main St), trim & weed beds as required	\$78.00	\$2,340.00
8	30	Police & Courts Grounds, (4401 Rowlett Rd), including grass areas in and around the Parking Lot and trim hedges as required	\$43.00	\$1,290.00
9	30	Fire & Parks Administration, (4701 Rowlett Rd), finish mow & trim hedges as required	\$43.00	\$1,290.00
10	30	Service Center (Public Works/Utilities), (4310 Industrial St), Mow & weed eat all grass areas front & back including around patio & fence; & Animal Shelter Grounds, (4402 Industrial St), Trim hedges as required	\$80.00	\$2,400.00
11	30	Finish mow/ and trim hedges as required, (4205 Skyline Dr)	\$32.00	\$960.00
12	30	Grass triangle area at intersection of Coyle, Skyline, & Main - (4717 Main/Coyle/Skyline)	\$14.00	\$420.00
13	30	Area behind Big Star Burger from Cotton Gin Lot on Main St. next to antique shop & 3809 Coyle St & Commerce St to 4000 Coyle St by drainage ditch	\$14.00	\$420.00
14	30	Rowlett Rd from bridge at lake to Castle; medians and Right-Of-Ways	\$444.00	\$13,320.00
15	30	Dalrock Rd from Princeton Rd to I-30, including all medians, all Right of Ways, back sides of fences, curbs, sidewalks, & walls medians and ROW	\$538.00	\$16,140.00
16	30	North of 66 along west side of Mallard Cove (new street) between street and wall/ back of fences	\$37.00	\$1,110.00
17	30	Scenic Dr from Heartstone Ln to Dead end North across Lakeview Pkwy (66) medians and horseshoe area behind gates & ROW	\$14.00	\$420.00
18	30	Miller Rd from City Limits to Valero, ROW - 1700 - 3400 Miller Rd	\$187.00	\$5,610.00
19	30	Manchester median - 8622 Manchester Dr/7100 Dalrock Rd	\$14.00	\$420.00
20	30	Miller Rd from Rowlett Rd to Kirby Rd to the bridge, medians and designated ROW	\$94.00	\$2,820.00
21	30	Hickox Rd between Rowlett Rd & Dexham Rd, medians and ROW including easements along back of fences	\$94.00	\$2,820.00

City Of Rowlett Bid Tabulation Mowing Services Section II, #2012-35
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 January 27, 2012

			VMC Landscape Services	
Item	Qty	SECTION II	Unit	Total
22	30	Dexham Rd between Hickox Rd & Lakeview Pkwy, medians and ROW including easements along back of fences include entrance way signs on Dexham and 66.(approx. 1.34 acres)	\$70.00	\$2,100.00
23	30	Miller Rd at Dalrock Rd median and ROW	\$14.00	\$420.00
24	30	Princeton Rd. from Liberty Grove Rd to Dalrock Rd, medians North and Southside ROW	\$257.00	\$7,710.00
25	30	Miller Rd west of railroad track, mow and line trim from street to guard rail (maintaining both sides guard rail free of grass and woody plants)on causeway along bridge (includes levy at south west corner of causeway) . Mow ROW - 25 ft. at bridge	\$94.00	\$2,820.00
26	30	Lakeview Parkway (State Highway 66) from Antioch Dr to Heritage Pkwy, medians and ROW	\$218.00	\$6,540.00
27	30	Liberty Grove Rd from Princeton Rd to Chiesa Rd	\$70.00	\$2,100.00
28	30	Springfield Estates/Rowlett Rd (edging)	\$14.00	\$420.00
29	30	Behind 3001 & 2913 Suzanne Dr - Chaha Rd ROW	\$14.00	\$420.00
30	30	Intersection of IH 30 and Dalrock Rd East West North and South ramps and trim hedges as required	\$468.00	\$14,040.00
31	30	Hickox Rd Medians	\$94.00	\$2,820.00
32	30	Dandridge Rd Medians (both sides) off Princeton Rd and trim hedges as required	\$26.00	\$780.00
33	30	Dandridge Dr Medians off Chiesa Rd	\$14.00	\$420.00
34	30	Chiesa Rd medians N. of Hwy 66 / Bobby Ln and alleyway behind 6301 Cheisa Rd and concrete median south of Hwy 66	\$94.00	\$2,820.00
35	20	North from North entry at Springfield Park along Dexham Rd to Guardrail at Castle Rd. (the west side of ROW)	\$14.00	\$280.00
36	30	7202 - 7214 Belmont Rd, North wall Belmont Alley	\$14.00	\$420.00
37	30	7610 to 7100 Dalrock Rd (Pocket Park), weed & trim as required	\$70.00	\$2,100.00
38	30	Gordon Smith Dr and Hwy 66 by Home depot R.O.W. and median	\$14.00	\$420.00
39	30	West side of Rowlett Rd. south , inside wall along alley - begin at first house North of Katherine Dr (7600 Rowlett Rd.) to past Glenstone St	\$14.00	\$420.00
40	30	Across from fire station - 6800 Rowlett Rd - both sides to 6400 Rowlett Rd - detail mow	\$14.00	\$420.00
41	30	Between entry to Chicken Express and alley S. of Maple Ct	\$14.00	\$420.00
42	30	ROW front of vacant property N & S of #4 Fire Station (10' out)	\$14.00	\$420.00
43	30	Fire Station 4 -along N. side (40x306) and along S. side (15x306)	\$14.00	\$420.00
44	30	3917 Lois Cir (Island)	\$14.00	\$420.00
45	30	3102 David Dr (Island)	\$14.00	\$420.00
46	30	Rowlett Rd by bridges at cemetery	\$14.00	\$420.00
47	30	Dogwood Tr/Rowlett Rd behind wall along Juniper Ct Alley	\$14.00	\$420.00
48	30	Entry median on Thornhill Way	\$14.00	\$420.00
49	30	Main St medians & roadside - bed maintenance & mowing (including lot at Commerce St & Main St, clock tower area, and pocket park adjacent to clock tower) from Skyline Dr to Rowlett Rd	\$14.00	\$420.00
Grand Total of Section II				\$112,090.00



Mowing Services (Section II) for the City of Rowlett

Agreement for mowing services for the City of Rowlett, Texas and Carruther's Landscape Management extending the contract for Section II mowing services for an additional twelve-month period (renewal period 2 of 4) at the same price as last contract for an annual estimated cost of \$104,945.00 for the period of February 21, 2014 through February 20, 2015.



Paul Myers
Carruther's Landscape Management, Inc.
11593 Goodnight Lane
Dallas, TX 75229

11/23/2014

Date



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7G

TITLE

Consider action to approve a resolution exercising the fourth and final one-year renewal options for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$131,000.10 for the Parks and Recreation Department.

STAFF REPRESENTATIVE

Jermel Stevenson, Director of Parks and Recreation
Keith Flournoy, Parks Manager
Allyson Wilson, Purchasing Agent

SUMMARY

This item is for the mowing of the right-of-way areas. The contractor is responsible for the mowing, detailing, and clean up of the designated properties. Last year, the frequency on these areas increased from six (6) to fifteen (15). This enhances the aesthetic look and increases our service levels by allowing for 15 cycles for all locations (once per two weeks during the growing season). The contractor is also responsible for the trash and debris removal, mowing, edging, line trimming, bed maintenance and removal of trimmings and debris from turf and bed areas, pavement and at base of curbs.

BACKGROUND INFORMATION

On May 18, 2010, the City Council adopted a resolution awarding a bid for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$105,600 as attached hereto and incorporated herein by reference as Exhibit A for the Parks and Recreation Department.

On March 1, 2011, the City Council approved Resolution Number RES-026-11 exercising the first of four renewal options for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$105,600 for the Parks and Recreation Department. Change Order 1 in the amount of \$9,570 and \$15,830.10 were approved by the City Manager administratively in compliance with City of Rowlett Financial and Fiscal Policies.

On February 21, 2012, the City Council awarded Resolution Number RES-026-12 exercising the second of four one-year renewal options for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$131,000.10 for the Parks and Recreation Department.

On February 5, 2013, the City Council adopted Resolution Number 003-13 exercising the third of four one-year renewal options for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$131,000.10 for the Parks and Recreation Department.

DISCUSSION

The contract period for the proposed fourth and final one-year renewal shall begin on approximately May 19, 2014, and end May 18, 2015. The initial term was for one year with four one-year renewal options if both parties are in agreement. Carruthers Landscape Management, Incorporated has indicated they are interested in exercising the fourth and final one-year renewal as per Exhibit B.

A summary of the bids received on April 23, 2010, is shown below. Bids were received from six bidders ranging from \$105,600 to \$127,305.

- \$105,600.00 Carruthers Landscape Management, Incorporated
- \$108,399.75 Lawn & Landscape Management (\$114,105 less 5% discount)
- \$108,802.50 4-D Property Maintenance
- \$113,294.21 Jordan Maintenance Services
- \$117,435.00 Bio Landscape & Maintenance
- \$127,305.00 JBA Land Management LLC

Carruthers Landscape Management, Incorporated provided satisfactory service during the initial twelve month period and the first, second, and third renewals; therefore, City staff recommends exercising the fourth and final one-year renewal option.

FINANCIAL IMPLICATIONS

Funding in the amount of \$414,756 was approved in the Parks Maintenance FY2014 budget in account 101-3542-460-7201 (Mowing). A prior year encumbrance rollover increased the budget by \$61,172 resulting in a revised budget amount of \$475,928.00. The current available balance as of February 7, 2014, is \$303,539.90 and available encumbrance is \$116,445.97 for a total of \$419,985.87. The required amount for the full term for Sections II, III, and IV estimated annual amount is \$361,981.30. All of these sections are on the agenda tonight for approval. Funding is adequate for Mowing Sections II, III, and IV. This estimated annual amount could be potentially altered due to weather; however there is sufficient funding within the line item to cover an increase in service.

Budget Account Number and/or Project Code	Account or Project Title	Revised Budget Amount	Proposed Amount
101-3542-460-7201	Mowing Sections II, III, & IV	\$475,928.00	\$361,981.30
Total		\$475,928.00	\$361,981.30

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution exercising the fourth and final one-year renewal options for Section III mowing services to Carruthers Landscape Management, Incorporated in the unit amounts bid with an estimated annual amount of \$131,000.10 for the Parks and Recreation Department.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING EXERCISING THE FOURTH AND FINAL OF FOUR ONE-YEAR RENEWAL OPTIONS FOR SECTION III MOWING SERVICES TO CARRUTHERS LANDSCAPE MANAGEMENT, INCORPORATED, IN THE UNIT AMOUNTS BID AND IN AN ESTIMATED ANNUAL AMOUNT OF \$131,000.10 AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT A FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase mowing services for Section III for the City of Rowlett Parks and Recreation Department; and

WHEREAS, sealed competitive bids were obtained by the Purchasing Division as per bid #2010-53; and

WHEREAS, the term of contract is one year with four one-year renewal options if both parties are in agreement; and

WHEREAS, the initial term of contract has been performed satisfactorily as well as the first, second and third renewal periods; and

WHEREAS, the contractor and City staff have expressed interest to exercise the fourth one-year renewal option; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise the fourth one-year renewal option for Section III mowing services for the Parks and Recreation Department.

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 and final one-year renewal option for Section III Mowing Services in the unit amounts bid and an estimated annual amount of \$131,000.10 to Carruthers Landscape Management, Incorporated as attached hereto and incorporated herein by reference as Exhibit A for the Parks and Recreation Department.

Section 2: That the City Manager or designee is hereby authorized to issue purchase orders to conform to this resolution.

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

ATTACHMENTS

Exhibit A – Bid tabulation for Section III mowing

Exhibit B – Extension Agreement from Carruthers Landscape Management, Incorporated

Exhibit C – Unit Prices and Locations

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

			3-D Mowing Services 1211 Smirl Dr. Rockwall, TX 75032 972-771-0706 972-772-5364 F		4-D Property Maintenance 18761 FM 1778 Nevada, TX 75173 214-549-0063 972-843-4114 F		Bio Landscape & Maintenance 5601 Granite Pkwy., Suite 470 Plano, TX 75024 281-808-0357 713-690-6461 F	
Addenda 1-2 Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes	
Item	Qty	SECTION III	Unit	Total	Unit	Total	Unit	Total
BLUE SECTION								
1	15	Quail Glen Green Belt - 8214 Quail Glenn Ct.	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$22.00	\$330.00
2	15	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	\$200.00	\$3,000.00	\$81.50	\$1,222.50	\$34.00	\$510.00
3	15	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	\$35.00	\$525.00	\$81.50	\$1,222.50	\$3.00	\$45.00
4	15	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	\$250.00	\$3,750.00	\$81.50	\$1,222.50	\$43.00	\$645.00
5	15	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$12.00	\$180.00
6	15	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	\$500.00	\$7,500.00	\$81.50	\$1,222.50	\$434.00	\$6,510.00
7	15	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	\$300.00	\$4,500.00	\$81.50	\$1,222.50	\$291.00	\$4,365.00
8	15	Princeton Drainage Channel - 9718 Princeton	\$250.00	\$3,750.00	\$81.50	\$1,222.50	\$97.00	\$1,455.00
9	15	Allisa lot - ROW - 6300 Alisa Drive - 6100 Lakeshore	\$125.00	\$1,875.00	\$81.50	\$1,222.50	\$31.00	\$465.00
10	15	Lakeshore Drainage ROW - 6100 Lakeshore	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$12.00	\$180.00
11	15	Point Royale dead end ROW - 509 Point Royal	\$35.00	\$525.00	\$81.50	\$1,222.50	\$4.00	\$60.00
12	15	Silverthorn Alley - 8700 Brook Hollow	\$35.00	\$525.00	\$81.50	\$1,222.50	\$3.00	\$45.00
13	15	Dandridge Greenbelt - 7521 Dandridge (median)	\$125.00	\$1,875.00	\$81.50	\$1,222.50	\$48.00	\$720.00
14	15	Maui Drainage - 7714 Maui	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$28.00	\$420.00
15	15	Oak Hollow Alley - 9102 Oak Hollow	\$35.00	\$525.00	\$81.50	\$1,222.50	\$3.00	\$45.00
16	15	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$18.00	\$270.00
17	15	Liberty Grove from Elm Grove to Muddy Creek 7917-10300 Liberty Grove	\$200.00	\$3,000.00	\$81.50	\$1,222.50	\$306.00	\$4,590.00
18	15	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$145.00	\$2,175.00
19	15	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$102.00	\$1,530.00
20	15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$80.00	\$1,200.00
21	15	Stonewall from Vinson to City limits sign - 3200 Stonewall	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$26.00	\$390.00
22	15	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$9.00	\$135.00
SUBTOTAL OF BLUE SECTION				\$44,475.00		\$26,895.00		\$26,265.00
GREEN SECTION								
23	15	University drainage north of Halifax - 3600 University - 4200 Halifax	\$60.00	\$900.00	\$81.50	\$1,222.50	\$25.00	\$375.00
24	15	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	\$130.00	\$1,950.00	\$81.50	\$1,222.50	\$166.00	\$2,490.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	3-D Mowing Services		4-D Property Maintenance		Bio Landscape & Maintenance	
			Unit	Total	Unit	Total	Unit	Total
		GREEN SECTION (Cont.)						
25	15	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW	\$130.00	\$1,950.00	\$81.50	\$1,222.50	\$159.00	\$2,385.00
26	15	Former Blue Barn Lot near 3840 Main St - 4600 Commerce - 3700 Dennis	\$50.00	\$750.00	\$81.50	\$1,222.50	\$45.00	\$675.00
27	15	David Alley (David & Smartt) - David 3000/Smartt 4000	\$83.20	\$1,248.00	\$81.50	\$1,222.50	\$106.00	\$1,590.00
28	15	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge	\$70.00	\$1,050.00	\$81.50	\$1,222.50	\$27.00	\$405.00
29	15	Gordon Smith & Boyd (all drainage) - 5300 Gordon Smith - 4800 Boyd	\$238.40	\$3,576.00	\$81.50	\$1,222.50	\$304.00	\$4,560.00
30	15	Kyle St between Rowlett Rd & the church on S. side of road and to first house on N. side of road - 3200 Kyle - 3201 Kyle	\$40.00	\$600.00	\$81.50	\$1,222.50	\$19.00	\$285.00
31	15	Chaha Rd West of Rowlett Road - 3400 Chaha ROW 3107 - 3001	\$70.00	\$1,050.00	\$81.50	\$1,222.50	\$26.00	\$390.00
32	15	Police Dept. Vacant - Century Drive 3300 - 3210 Lot	\$40.00	\$600.00	\$81.50	\$1,222.50	\$34.00	\$510.00
33	15	Chaha Road - 4100 Traci Road	\$98.80	\$1,482.00	\$81.50	\$1,222.50	\$126.00	\$1,890.00
34	15	Simmons Green Belt - 3900 Chaha & Simmons	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$47.00	\$705.00
35	15	Century Drive by Bridge - 3002 Century	\$35.00	\$525.00	\$81.50	\$1,222.50	\$3.00	\$45.00
36	15	Kirby Road from Main to Chaha - 4700 Kirby - 2100-4700 Kirby to Centennial	\$58.00	\$870.00	\$81.50	\$1,222.50	\$74.00	\$1,110.00
37	15	3908 Main Street mow detailed behind City Hall Complex 8.2 acres including drainage	\$328.00	\$4,920.00	\$81.50	\$1,222.50	\$418.00	\$6,270.00
38	15	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)		\$0.00	\$81.50	\$1,222.50	\$48.00	\$720.00
39	15	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot		\$0.00	\$81.50	\$1,222.50	\$36.00	\$540.00
		SUBTOTAL OF GREEN SECTION		<i>incomplete</i>		\$20,782.50		\$24,945.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	3-D Mowing Services		4-D Property Maintenance		Bio Landscape & Maintenance	
			Unit	Total	Unit	Total	Unit	Total
		PURPLE SECTION						
40	15	Shipp Road at Lake - 6800 Shipp Road & Lakeview	\$52.00	\$780.00	\$81.50	\$1,222.50	\$66.00	\$990.00
41	15	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary						
			\$124.00	\$1,860.00	\$81.50	\$1,222.50	\$158.00	\$2,370.00
42	15	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	\$140.00	\$2,100.00	\$81.50	\$1,222.50	\$179.00	\$2,685.00
43	15	Woodside Green Belt W of Highgate - 8200 Highgate	\$244.00	\$3,660.00	\$81.50	\$1,222.50	\$311.00	\$4,665.00
44	15	Vagas Alley, Fairmont Cr to Woodlake - 9200 Fairmont - 9000 Woodlake	\$85.00	\$1,275.00	\$81.50	\$1,222.50	\$12.00	\$180.00
45	15	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	\$452.00	\$6,780.00	\$81.50	\$1,222.50	\$576.00	\$8,640.00
46	15	Inwood Alley (Inwood & Woodglen) - 5401 Inwood (end) Woodglen	\$65.00	\$975.00	\$81.50	\$1,222.50	\$10.00	\$150.00
47	15	Miami Alley (between Miami & Dalrock) - 8700 Vernon - 5517 Miami	\$39.00	\$585.00	\$81.50	\$1,222.50	\$2.00	\$30.00
48	15	Westfield Alley (between Westfield & Dalrock) - 8706 Westfield - 5721 Westfield	\$39.00	\$585.00	\$81.50	\$1,222.50	\$2.00	\$30.00
49	15	Millwood Alley (between Millwood & Dalrock) - 5801 - 5909 Millwood	\$39.00	\$585.00	\$81.50	\$1,222.50	\$2.00	\$30.00
50	15	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	\$608.80	\$9,132.00	\$81.50	\$1,222.50	\$776.00	\$11,640.00
51	15	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller	\$204.00	\$3,060.00	\$81.50	\$1,222.50	\$260.00	\$3,900.00
52	15	Fuqua Drainage Channel - from 2214 to pump station	\$60.00	\$900.00	\$81.50	\$1,222.50	\$8.00	\$120.00
53	15	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)	\$90.00	\$1,350.00	\$81.50	\$1,222.50	\$115.00	\$1,725.00
54	15	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$22.00	\$330.00
55	15	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape	\$110.00	\$1,650.00	\$81.50	\$1,222.50	\$27.00	\$405.00
56	15	Garner Road from Stanford to 7300 Garner	\$48.00	\$720.00	\$81.50	\$1,222.50	\$61.00	\$915.00
57	15	Garner Property in between 8006 & 7921 Garner, Vacant lot to the east of 7704 Garner	\$95.00	\$1,425.00	\$81.50	\$1,222.50	\$26.00	\$390.00
58	15	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$38.00	\$570.00
59	15	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock	\$324.00	\$4,860.00	\$81.50	\$1,222.50	\$413.00	\$6,195.00
60	15	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518 Clay	\$60.00	\$900.00	\$81.50	\$1,222.50	\$10.00	\$150.00
61	15	Corner Lot at Stanford & Chiesa - 2700 Stanford	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$30.00	\$450.00
62	15	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley	\$65.00	\$975.00	\$81.50	\$1,222.50	\$8.00	\$120.00
63	15	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin	\$39.00	\$585.00	\$81.50	\$1,222.50	\$2.00	\$30.00
64	15	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller	\$51.20	\$768.00	\$81.50	\$1,222.50	\$65.00	\$975.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	3-D Mowing Services		4-D Property Maintenance		Bio Landscape & Maintenance	
			Unit	Total	Unit	Total	Unit	Total
		YELLOW SECTION						
65	15	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone	\$85.00	\$1,275.00	\$81.50	\$1,222.50	\$16.00	\$240.00
66	15	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont	\$60.00	\$900.00	\$81.50	\$1,222.50	\$7.00	\$105.00
67	15	Lots on Martha at the end of East side of road - 4801 Sunnybrook	\$193.60	\$2,904.00	\$81.50	\$1,222.50	\$246.00	\$3,690.00
68	15	Point Royal Alley - 400 - 509 Point Royal	\$85.00	\$1,275.00	\$81.50	\$1,222.50	\$7.00	\$105.00
69	15	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$47.00	\$705.00
		SUBTOTAL OF PURPLE SECTION		\$57,489.00		\$36,675.00		\$52,530.00
70	15	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$22.00	\$330.00
71	15	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia	\$64.00	\$960.00	\$81.50	\$1,222.50	\$81.00	\$1,215.00
72	15	Azalea Green Belt - 5800 - 5614 Azalea	\$44.40	\$666.00	\$81.50	\$1,222.50	\$56.00	\$840.00
73	15	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road	\$44.00	\$660.00	\$81.50	\$1,222.50	\$56.00	\$840.00
74	15	Big A Road (Southside) - 3600 - 4300 Big A Rd.	\$100.00	\$1,500.00	\$81.50	\$1,222.50	\$38.00	\$570.00
75	15	Liberty Grove, Lakeview Pkwy (Hwy 66) to Muddy Creek - 6200 - 7917 Liberty Grove	\$161.60	\$2,424.00	\$81.50	\$1,222.50	\$206.00	\$3,090.00
76	15	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler	\$60.00	\$900.00	\$81.50	\$1,222.50	\$18.00	\$270.00
77	15	Toler Drainage Channels 3808, 4202, 4705 Toler	\$95.00	\$1,425.00	\$81.50	\$1,222.50	\$45.00	\$675.00
78	15	Hickox Road from Rowlett Road to Merritt (behind walls or fences only)2500 Hickox - 4000 Hickox	\$68.80	\$1,032.00	\$81.50	\$1,222.50	\$88.00	\$1,320.00
79	15	Dexham Triangle - 6700 Dexham @ Castle	\$95.00	\$1,425.00	\$81.50	\$1,222.50	\$46.00	\$690.00
80	15	Hancock Alley - 6300 Hancock	\$39.00	\$585.00	\$81.50	\$1,222.50	\$6.00	\$90.00
81	15	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga	\$45.00	\$675.00	\$81.50	\$1,222.50	\$7.00	\$105.00
82	15	Northhampton Alley - 1602 - 1802 North Hampton	\$45.00	\$675.00	\$81.50	\$1,222.50	\$7.00	\$105.00
83	15	Wildhaven Alley - 6706 - 6318 Wildhaven	\$50.00	\$750.00	\$81.50	\$1,222.50	\$8.00	\$120.00
84	15	Castle from Hickox to Woodmont - 6700 Castle	\$77.20	\$1,158.00	\$81.50	\$1,222.50	\$98.00	\$1,470.00
85	15	Larkin Drainage Channels - 3110 Larkin	\$45.00	\$675.00	\$81.50	\$1,222.50	\$8.00	\$120.00
86	15	Post Oak Alley - 1618 Post Oak - 2210 Wellsely	\$50.00	\$750.00	\$81.50	\$1,222.50	\$8.00	\$120.00
87	15	Wellsely Alley - 2306 - 2406 Wellsely	\$39.00	\$585.00	\$81.50	\$1,222.50	\$5.00	\$75.00
88	15	6000 Farringdon drainage to Wal-Mart entrance on Kenwood	\$70.80	\$1,062.00	\$81.50	\$1,222.50	\$90.00	\$1,350.00
89	15	Castle from Rowlett Rd. south side MCW from fences to telephone poles	\$75.00	\$1,125.00	\$81.50	\$1,222.50	\$20.00	\$300.00
		SUBTOTAL OF YELLOW SECTION		\$20,157.00		\$24,450.00		\$13,695.00
		Grand Total of Section III		Incomplete		\$108,802.50		\$117,435.00
			Missing Sec III, Items 38 & 39					

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

		Brandon's Landscape Service 800 W. Holiday Rockwall, TX 75087 214-929-2060 972-722-1406 F	Carruthers Landscape Mgmt. In 11593 Goodnight Ln. Dallas, TX 75229 972-620-9560	Ely Tree and Landscape PO Box 1853 Wylie, TX 75098 214-912-3245				
		Addenda 1-2 Acknowledged/Insurance Verified	No Bid Section III		Yes/Yes		No Bid Section III	
Item	Qty	SECTION III	Unit	Total	Unit	Total	Unit	Total
		BLUE SECTION						
1	15	Quail Glen Green Belt - 8214 Quail Glenn Ct.		\$0.00	\$22.00	\$330.00		\$0.00
2	15	Spinnaker Cove Green Belt - 8217 Spinnaker Cove		\$0.00	\$22.00	\$330.00		\$0.00
3	15	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton		\$0.00	\$5.50	\$82.50		\$0.00
4	15	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow		\$0.00	\$44.00	\$660.00		\$0.00
5	15	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock		\$0.00	\$5.50	\$82.50		\$0.00
6	15	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock		\$0.00	\$396.00	\$5,940.00		\$0.00
7	15	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa		\$0.00	\$264.00	\$3,960.00		\$0.00
8	15	Princeton Drainage Channel - 9718 Princeton		\$0.00	\$88.00	\$1,320.00		\$0.00
9	15	Allisa lot - ROW - 6300 Alisa Drive - 6100 Lakeshore		\$0.00	\$22.00	\$330.00		\$0.00
10	15	Lakeshore Drainage ROW - 6100 Lakeshore		\$0.00	\$5.50	\$82.50		\$0.00
11	15	Point Royale dead end ROW - 509 Point Royal		\$0.00	\$5.50	\$82.50		\$0.00
12	15	Silverthorn Alley - 8700 Brook Hollow		\$0.00	\$5.50	\$82.50		\$0.00
13	15	Dandridge Greenbelt - 7521 Dandridge (median)		\$0.00	\$44.00	\$660.00		\$0.00
14	15	Maui Drainage - 7714 Maui		\$0.00	\$22.00	\$330.00		\$0.00
15	15	Oak Hollow Alley - 9102 Oak Hollow		\$0.00	\$5.50	\$82.50		\$0.00
16	15	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview		\$0.00	\$22.00	\$330.00		\$0.00
17	15	Liberty Grove from Elm Grove to Muddy Creek 7917-10300 Liberty Grove		\$0.00	\$264.00	\$3,960.00		\$0.00
18	15	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)		\$0.00	\$132.00	\$1,980.00		\$0.00
19	15	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove		\$0.00	\$88.00	\$1,320.00		\$0.00
20	15	Vinson from Elm Grove to Stonewall - 3200 Stonewall		\$0.00	\$66.00	\$990.00		\$0.00
21	15	Stonewall from Vinson to City limits sign - 3200 Stonewall		\$0.00	\$22.00	\$330.00		\$0.00
22	15	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing		\$0.00	\$5.50	\$82.50		\$0.00
		SUBTOTAL OF BLUE SECTION		\$0.00		\$23,347.50		\$0.00
		GREEN SECTION						
23	15	University drainage north of Halifax - 3600 University - 4200 Halifax		\$0.00	\$22.00	\$330.00		\$0.00
24	15	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd		\$0.00	\$154.00	\$2,310.00		\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Brandon's Landscape Service		Carruthers Landscape Mgmt. In		Ely Tree and Landscape	
			Unit	Total	Unit	Total	Unit	Total
		GREEN SECTION (Cont.)						
25	15	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW		\$0.00	\$154.00	\$2,310.00		\$0.00
26	15	Former Blue Barn Lot near 3840 Main St - 4600 Commerce - 3700 Dennis		\$0.00	\$44.00	\$660.00		\$0.00
27	15	David Alley (David & Smartt) - David 3000/Smartt 4000		\$0.00	\$88.00	\$1,320.00		\$0.00
28	15	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge		\$0.00	\$22.00	\$330.00		\$0.00
29	15	Gordon Smith & Boyd (all drainage) - 5300 Gordon Smith - 4800 Boyd		\$0.00	\$264.00	\$3,960.00		\$0.00
30	15	Kyle St between Rowlett Rd & the church on S. side of road and to first house on N. side of road - 3200 Kyle - 3201 Kyle		\$0.00	\$22.00	\$330.00		\$0.00
31	15	Chaha Rd West of Rowlett Road - 3400 Chaha ROW 3107 - 3001		\$0.00	\$22.00	\$330.00		\$0.00
32	15	Police Dept. Vacant - Century Drive 3300 - 3210 Lot		\$0.00	\$22.00	\$330.00		\$0.00
33	15	Chaha Road - 4100 Traci Road		\$0.00	\$110.00	\$1,650.00		\$0.00
34	15	Simmons Green Belt - 3900 Chaha & Simmons		\$0.00	\$44.00	\$660.00		\$0.00
35	15	Century Drive by Bridge - 3002 Century		\$0.00	\$5.50	\$82.50		\$0.00
36	15	Kirby Road from Main to Chaha - 4700 Kirby - 2100-4700 Kirby to Centennial		\$0.00	\$66.00	\$990.00		\$0.00
37	15	3908 Main Street mow detailed behind City Hall Complex 8.2 acres including drainage		\$0.00	\$374.00	\$5,610.00		\$0.00
38	15	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)		\$0.00	\$44.00	\$660.00		\$0.00
39	15	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot		\$0.00	\$22.00	\$330.00		\$0.00
		SUBTOTAL OF GREEN SECTION	No Bid	\$0.00		\$22,192.50	No Bid	\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Brandon's Landscape Service		Carruthers Landscape Mgmt. In		Ely Tree and Landscape	
			Unit	Total	Unit	Total	Unit	Total
		PURPLE SECTION						
40	15	Shipp Road at Lake - 6800 Shipp Road & Lakeview		\$0.00	\$66.00	\$990.00		\$0.00
41	15	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary		\$0.00	\$132.00	\$1,980.00		\$0.00
42	15	Woodside Green Belt - 8200 Highgate to 5100 Dalrock		\$0.00	\$154.00	\$2,310.00		\$0.00
43	15	Woodside Green Belt W of Highgate - 8200 Highgate		\$0.00	\$286.00	\$4,290.00		\$0.00
44	15	Vagas Alley, Fairmont Cr to Woodlake - 9200 Fairmont - 9000 Woodlake		\$0.00	\$11.00	\$165.00		\$0.00
45	15	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa		\$0.00	\$528.00	\$7,920.00		\$0.00
46	15	Inwood Alley (Inwood & Woodglen) - 5401 Inwood (end) Woodglen		\$0.00	\$11.00	\$165.00		\$0.00
47	15	Miami Alley (between Miami & Dalrock) - 8700 Vernon - 5517 Miami		\$0.00	\$5.50	\$82.50		\$0.00
48	15	Westfield Alley (between Westfield & Dalrock) - 8706 Westfield - 5721 Westfield		\$0.00	\$5.50	\$82.50		\$0.00
49	15	Millwood Alley (between Millwood & Dalrock) - 5801 - 5909 Millwood		\$0.00	\$5.50	\$82.50		\$0.00
50	15	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview		\$0.00	\$704.00	\$10,560.00		\$0.00
51	15	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller		\$0.00	\$242.00	\$3,630.00		\$0.00
52	15	Fuqua Drainage Channel - from 2214 to pump station		\$0.00	\$11.00	\$165.00		\$0.00
53	15	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)		\$0.00	\$110.00	\$1,650.00		\$0.00
54	15	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner		\$0.00	\$22.00	\$330.00		\$0.00
55	15	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape		\$0.00	\$22.00	\$330.00		\$0.00
56	15	Garner Road from Stanford to 7300 Garner		\$0.00	\$44.00	\$660.00		\$0.00
57	15	Garner Property in between 8006 & 7921 Garner, Vacant lot to the east of 7704 Garner		\$0.00	\$22.00	\$330.00		\$0.00
58	15	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.		\$0.00	\$22.00	\$330.00		\$0.00
59	15	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock		\$0.00	\$374.00	\$5,610.00		\$0.00
60	15	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518 Clay		\$0.00	\$11.00	\$165.00		\$0.00
61	15	Corner Lot at Stanford & Chiesa - 2700 Stanford		\$0.00	\$22.00	\$330.00		\$0.00
62	15	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley		\$0.00	\$11.00	\$165.00		\$0.00
63	15	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin		\$0.00	\$5.50	\$82.50		\$0.00
64	15	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller		\$0.00	\$66.00	\$990.00		\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Brandon's Landscape Service		Carruthers Landscape Mgmt. In		Ely Tree and Landscape	
			Unit	Total	Unit	Total	Unit	Total
		YELLOW SECTION						
65	15	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone		\$0.00	\$22.00	\$330.00		\$0.00
66	15	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont		\$0.00	\$11.00	\$165.00		\$0.00
67	15	Lots on Martha at the end of East side of road - 4801 Sunnybrook		\$0.00	\$220.00	\$3,300.00		\$0.00
68	15	Point Royal Alley - 400 - 509 Point Royal		\$0.00	\$5.50	\$82.50		\$0.00
69	15	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock		\$0.00	\$44.00	\$660.00		\$0.00
		SUBTOTAL OF PURPLE SECTION		\$0.00		\$47,932.50		\$0.00
70	15	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon		\$0.00	\$22.00	\$330.00		\$0.00
71	15	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia		\$0.00	\$66.00	\$990.00		\$0.00
72	15	Azalea Green Belt - 5800 - 5614 Azalea		\$0.00	\$44.00	\$660.00		\$0.00
73	15	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road		\$0.00		\$660.00		\$0.00
					\$44.00			
74	15	Big A Road (Southside) - 3600 - 4300 Big A Rd.		\$0.00	\$22.00	\$330.00		\$0.00
75	15	Liberty Grove, Lakeview Pkwy (Hwy 66) to Muddy Creek - 6200 - 7917 Liberty Grove		\$0.00		\$2,970.00		\$0.00
					\$198.00			
76	15	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler		\$0.00	\$22.00	\$330.00		\$0.00
77	15	Toler Drainage Channels 3808, 4202, 4705 Toler		\$0.00	\$44.00	\$660.00		\$0.00
78	15	Hickox Road from Rowlett Road to Merritt (behind walls or fences only)2500 Hickox - 4000 Hickox		\$0.00	\$66.00	\$990.00		\$0.00
79	15	Dexham Triangle - 6700 Dexham @ Castle		\$0.00	\$44.00	\$660.00		\$0.00
80	15	Hancock Alley - 6300 Hancock		\$0.00	\$5.50	\$82.50		\$0.00
81	15	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga		\$0.00	\$5.50	\$82.50		\$0.00
82	15	Northhampton Alley - 1602 - 1802 North Hampton		\$0.00	\$5.50	\$82.50		\$0.00
83	15	Wildhaven Alley - 6706 - 6318 Wildhaven		\$0.00	\$5.50	\$82.50		\$0.00
84	15	Castle from Hickox to Woodmont - 6700 Castle		\$0.00	\$88.00	\$1,320.00		\$0.00
85	15	Larkin Drainage Channels - 3110 Larkin		\$0.00	\$5.50	\$82.50		\$0.00
86	15	Post Oak Alley - 1618 Post Oak - 2210 Wellsely		\$0.00	\$5.50	\$82.50		\$0.00
87	15	Wellsely Alley - 2306 - 2406 Wellsely		\$0.00	\$5.50	\$82.50		\$0.00
88	15	6000 Farringdon drainage to Wal-Mart entrance on Kenwood		\$0.00	\$88.00	\$1,320.00		\$0.00
89	15	Castle from Rowlett Rd. south side MCW from fences to telephone poles		\$0.00	\$22.00	\$330.00		\$0.00
		SUBTOTAL OF YELLOW SECTION		\$0.00		\$12,127.50		\$0.00
		Grand Total of Section III	No Bid	\$0.00		\$105,600.00	No Bid	\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

			JBA Land Management, LLC 10875 Jupiter Rd. Dallas, TX 75218 214-660-1500 214-660-1503 F		Jordan Maintenance Services Inc 3187 Ridge Road Rockwall, TX 75032 214-205-2374 972-771-7932 F		Lawn & Landscape Management 3206 Main St. #102 Rowlett, TX 75088 972-412-7860 972-463-4639 F	
Addenda 1-2 Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes	
Item	Qty	SECTION III	Unit	Total	Unit	Total	Unit	Total
BLUE SECTION								
1	15	Quail Glen Green Belt - 8214 Quail Glenn Ct.	\$30.00	\$450.00	\$21.56	\$323.40	\$110.00	\$1,650.00
2	15	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	\$45.00	\$675.00	\$32.81	\$492.15	\$110.00	\$1,650.00
3	15	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	\$15.00	\$225.00	\$2.27	\$34.05	\$57.00	\$855.00
4	15	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	\$55.00	\$825.00	\$41.07	\$616.05	\$57.00	\$855.00
5	15	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	\$30.00	\$450.00	\$11.77	\$176.55	\$36.00	\$540.00
6	15	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	\$383.00	\$5,745.00	\$417.90	\$6,268.50	\$270.00	\$4,050.00
7	15	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	\$256.00	\$3,840.00	\$280.23	\$4,203.45	\$110.00	\$1,650.00
8	15	Princeton Drainage Channel - 9718 Princeton	\$105.00	\$1,575.00	\$93.09	\$1,396.35	\$110.00	\$1,650.00
9	15	Allisa lot - ROW - 6300 Alisa Drive - 6100 Lakeshore	\$45.00	\$675.00	\$30.24	\$453.60	\$57.00	\$855.00
10	15	Lakeshore Drainage ROW - 6100 Lakeshore	\$45.00	\$675.00	\$11.52	\$172.80	\$57.00	\$855.00
11	15	Point Royale dead end ROW - 509 Point Royal	\$30.00	\$450.00	\$3.59	\$53.85	\$25.00	\$375.00
12	15	Silverthorn Alley - 8700 Brook Hollow	\$30.00	\$450.00	\$3.04	\$45.60	\$33.00	\$495.00
13	15	Dandridge Greenbelt - 7521 Dandridge (median)	\$45.00	\$675.00	\$46.58	\$698.70	\$55.00	\$825.00
14	15	Maui Drainage - 7714 Maui	\$55.00	\$825.00	\$26.70	\$400.46	\$57.00	\$855.00
15	15	Oak Hollow Alley - 9102 Oak Hollow	\$40.00	\$600.00	\$2.27	\$34.05	\$33.00	\$495.00
16	15	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	\$45.00	\$675.00	\$17.12	\$256.80	\$115.00	\$1,725.00
17	15	Liberty Grove from Elm Grove to Muddy Creek 7917-10300 Liberty Grove	\$270.00	\$4,050.00	\$294.99	\$4,424.85	\$125.00	\$1,875.00
18	15	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	\$130.00	\$1,950.00	\$139.63	\$2,094.45	\$150.00	\$2,250.00
19	15	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	\$125.00	\$1,875.00	\$98.33	\$1,474.95	\$115.00	\$1,725.00
20	15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	\$125.00	\$1,875.00	\$76.67	\$1,150.05	\$100.00	\$1,500.00
21	15	Stonewall from Vinson to City limits sign - 3200 Stonewall	\$45.00	\$675.00	\$25.62	\$384.30	\$100.00	\$1,500.00
22	15	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	\$40.00	\$600.00	\$8.54	\$128.10	\$57.00	\$855.00
SUBTOTAL OF BLUE SECTION				\$29,835.00		\$25,283.06		\$29,085.00
GREEN SECTION								
23	15	University drainage north of Halifax - 3600 University - 4200 Halifax	\$45.00	\$675.00	\$23.82	\$357.30	\$57.00	\$855.00
24	15	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	\$150.00	\$2,250.00	\$159.72	\$2,395.80	\$95.00	\$1,425.00

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Item	Qty	SECTION III	JBA Land Management, LLC		Jordan Maintenance Services In		Lawn & Landscape Management	
			Unit	Total	Unit	Total	Unit	Total
		GREEN SECTION (Cont.)						
25	15	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW	\$150.00	\$2,250.00	\$153.42	\$2,301.30	\$110.00	\$1,650.00
26	15	Former Blue Barn Lot near 3840 Main St - 4600 Commerce - 3700 Dennis	\$45.00	\$675.00	\$43.79	\$656.85	\$57.00	\$855.00
27	15	David Alley (David & Smartt) - David 3000/Smartt 4000	\$99.00	\$1,485.00	\$102.23	\$1,533.45	\$57.00	\$855.00
28	15	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge	\$45.00	\$675.00	\$26.13	\$391.95	\$115.00	\$1,725.00
29	15	Gordon Smith & Boyd (all drainage) - 5300 Gordon Smith - 4800 Boyd	\$269.00	\$4,035.00	\$293.04	\$4,395.60	\$120.00	\$1,800.00
30	15	Kyle St between Rowlett Rd & the church on S. side of road and to first house on N. side of road - 3200 Kyle - 3201 Kyle	\$45.00	\$675.00	\$18.12	\$271.80	\$30.00	\$450.00
31	15	Chaha Rd West of Rowlett Road - 3400 Chaha ROW 3107 - 3001	\$49.00	\$735.00	\$25.40	\$381.00	\$35.00	\$525.00
32	15	Police Dept. Vacant - Century Drive 3300 - 3210 Lot	\$55.00	\$825.00	\$33.07	\$496.05	\$45.00	\$675.00
33	15	Chaha Road - 4100 Traci Road	\$110.00	\$1,650.00	\$121.45	\$1,821.75	\$57.00	\$855.00
34	15	Simmons Green Belt - 3900 Chaha & Simmons	\$80.00	\$1,200.00	\$45.60	\$684.00	\$57.00	\$855.00
35	15	Century Drive by Bridge - 3002 Century	\$29.00	\$435.00	\$2.87	\$43.05	\$30.00	\$450.00
36	15	Kirby Road from Main to Chaha - 4700 Kirby - 2100-4700 Kirby to Centennial	\$73.00	\$1,095.00	\$71.31	\$1,069.65	\$90.00	\$1,350.00
37	15	3908 Main Street mow detailed behind City Hall Complex 8.2 acres including drainage	\$325.00	\$4,875.00	\$403.14	\$6,047.10	\$220.00	\$3,300.00
38	15	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)	\$75.00	\$1,125.00	\$46.68	\$700.20	\$39.00	\$585.00
39	15	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot	\$85.00	\$1,275.00	\$34.92	\$523.80	\$39.00	\$585.00
		SUBTOTAL OF GREEN SECTION		\$25,935.00		\$24,070.65		\$18,795.00

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Item	Qty	SECTION III	JBA Land Management, LLC		Jordan Maintenance Services In		Lawn & Landscape Management	
			Unit	Total	Unit	Total	Unit	Total
		PURPLE SECTION						
40	15	Shipp Road at Lake - 6800 Shipp Road & Lakeview	\$59.00	\$885.00	\$63.93	\$958.95	\$50.00	\$750.00
41	15	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary						
			\$140.00	\$2,100.00	\$152.37	\$2,285.55	\$185.00	\$2,775.00
42	15	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	\$158.00	\$2,370.00	\$172.08	\$2,581.20	\$185.00	\$2,775.00
43	15	Woodside Green Belt W of Highgate - 8200 Highgate	\$274.00	\$4,110.00	\$299.86	\$4,497.90	\$55.00	\$825.00
44	15	Vagas Alley, Fairmont Cr to Woodlake - 9200 Fairmont - 9000 Woodlake	\$45.00	\$675.00	\$11.84	\$177.60	\$30.00	\$450.00
45	15	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	\$499.00	\$7,485.00	\$555.50	\$8,332.50	\$255.00	\$3,825.00
46	15	Inwood Alley (Inwood & Woodglen) - 5401 Inwood (end) Woodglen						
			\$30.00	\$450.00	\$9.62	\$144.30	\$35.00	\$525.00
47	15	Miami Alley (between Miami & Dalrock) - 8700 Vernon - 5517 Miami						
			\$20.00	\$300.00	\$1.77	\$26.55	\$30.00	\$450.00
48	15	Westfield Alley (between Westfield & Dalrock) - 8706 Westfield - 5721 Westfield						
			\$20.00	\$300.00	\$1.44	\$21.60	\$30.00	\$450.00
49	15	Millwood Alley (between Millwood & Dalrock) - 5801 - 5909 Millwood						
			\$20.00	\$300.00	\$1.39	\$20.85	\$30.00	\$450.00
50	15	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	\$675.00	\$10,125.00	\$748.27	\$11,224.05	\$520.00	\$7,800.00
51	15	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller	\$230.00	\$3,450.00	\$250.70	\$3,760.50	\$190.00	\$2,850.00
52	15	Fuqua Drainage Channel - from 2214 to pump station	\$45.00	\$675.00	\$7.56	\$113.40	\$60.00	\$900.00
53	15	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)						
			\$110.00	\$1,650.00	\$110.58	\$1,658.70	\$190.00	\$2,850.00
54	15	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner						
			\$53.00	\$795.00	\$21.88	\$328.20	\$30.00	\$450.00
55	15	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape	\$54.00	\$810.00	\$26.26	\$393.90	\$30.00	\$450.00
56	15	Garner Road from Stanford to 7300 Garner	\$54.00	\$810.00	\$58.98	\$884.70	\$65.00	\$975.00
57	15	Garner Property in between 8006 & 7921 Garner, Vacant lot to the east of 7704 Garner	\$50.00	\$750.00	\$25.04	\$375.60	\$65.00	\$975.00
58	15	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.	\$60.00	\$900.00	\$37.32	\$559.80	\$65.00	\$975.00
59	15	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock	\$370.00	\$5,550.00	\$398.19	\$5,972.85	\$125.00	\$1,875.00
60	15	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518 Clay	\$45.00	\$675.00	\$10.50	\$157.50	\$25.00	\$375.00
61	15	Corner Lot at Stanford & Chiesa - 2700 Stanford	\$55.00	\$825.00	\$28.63	\$429.45	\$45.00	\$675.00
62	15	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley	\$29.00	\$435.00	\$8.57	\$128.55	\$30.00	\$450.00
63	15	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin	\$20.00	\$300.00	\$1.51	\$22.65	\$30.00	\$450.00
64	15	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller	\$60.00	\$900.00	\$62.96	\$944.40	\$165.00	\$2,475.00

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Item	Qty	SECTION III	JBA Land Management, LLC		Jordan Maintenance Services In		Lawn & Landscape Management	
			Unit	Total	Unit	Total	Unit	Total
		YELLOW SECTION						
65	15	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone	\$45.00	\$675.00	\$15.81	\$237.15	\$65.00	\$975.00
66	15	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont	\$40.00	\$600.00	\$7.25	\$108.75	\$40.00	\$600.00
67	15	Lots on Martha at the end of East side of road - 4801 Sunnybrook	\$215.00	\$3,225.00	\$237.96	\$3,569.40	\$165.00	\$2,475.00
68	15	Point Royal Alley - 400 - 509 Point Royal	\$40.00	\$600.00	\$6.81	\$102.15	\$40.00	\$600.00
69	15	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock	\$51.00	\$765.00	\$45.27	\$679.05	\$120.00	\$1,800.00
		SUBTOTAL OF PURPLE SECTION		\$53,490.00		\$50,697.75		\$44,250.00
70	15	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon	\$45.00	\$675.00	\$21.05	\$315.75	\$50.00	\$750.00
71	15	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia	\$75.00	\$1,125.00	\$78.69	\$1,180.35	\$125.00	\$1,875.00
72	15	Azalea Green Belt - 5800 - 5614 Azalea	\$75.00	\$1,125.00	\$54.60	\$819.00	\$55.00	\$825.00
73	15	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road	\$75.00	\$1,125.00	\$54.11	\$811.65	\$50.00	\$750.00
74	15	Big A Road (Southside) - 3600 - 4300 Big A Rd.	\$60.00	\$900.00	\$36.62	\$549.30	\$55.00	\$825.00
75	15	Liberty Grove, Lakeview Pkwy (Hwy 66) to Muddy Creek - 6200 - 7917 Liberty Grove	\$183.00	\$2,745.00	\$198.61	\$2,979.15	\$125.00	\$1,875.00
76	15	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler	\$40.00	\$600.00	\$17.69	\$265.35	\$45.00	\$675.00
77	15	Toler Drainage Channels 3808, 4202, 4705 Toler	\$85.00	\$1,275.00	\$43.63	\$654.45	\$55.00	\$825.00
78	15	Hickox Road from Rowlett Road to Merritt (behind walls or fences only)2500 Hickox - 4000 Hickox	\$85.00	\$1,275.00	\$84.54	\$1,268.10	\$175.00	\$2,625.00
79	15	Dexham Triangle - 6700 Dexham @ Castle	\$65.00	\$975.00	\$44.36	\$665.40	\$50.00	\$750.00
80	15	Hancock Alley - 6300 Hancock	\$20.00	\$300.00	\$5.06	\$75.90	\$30.00	\$450.00
81	15	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga	\$23.00	\$345.00	\$7.02	\$105.30	\$30.00	\$450.00
82	15	Northhampton Alley - 1602 - 1802 North Hampton	\$23.00	\$345.00	\$7.03	\$105.45	\$40.00	\$600.00
83	15	Wildhaven Alley - 6706 - 6318 Wildhaven	\$24.00	\$360.00	\$8.00	\$120.00	\$30.00	\$450.00
84	15	Castle from Hickox to Woodmont - 6700 Castle	\$85.00	\$1,275.00	\$94.92	\$1,423.80	\$100.00	\$1,500.00
85	15	Larkin Drainage Channels - 3110 Larkin	\$30.00	\$450.00	\$7.78	\$116.70	\$95.00	\$1,425.00
86	15	Post Oak Alley - 1618 Post Oak - 2210 Wellsely	\$45.00	\$675.00	\$8.43	\$126.45	\$30.00	\$450.00
87	15	Wellsely Alley - 2306 - 2406 Wellsely	\$40.00	\$600.00	\$4.61	\$69.15	\$30.00	\$450.00
88	15	6000 Farringdon drainage to Wal-Mart entrance on Kenwood	\$80.00	\$1,200.00	\$87.05	\$1,305.75	\$175.00	\$2,625.00
89	15	Castle from Rowlett Rd. south side MCW from fences to telephone poles	\$45.00	\$675.00	\$19.05	\$285.75	\$120.00	\$1,800.00
		SUBTOTAL OF YELLOW SECTION		\$18,045.00		\$13,242.75		\$21,975.00
		Grand Total of Section III		\$127,305.00		\$113,294.21		\$114,105.00
						5% Discount for payment made within 10 days of completion		\$108,399.75

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Martin Property Maintenance 142 Moonlight Dr. Murphy, TX 75094 972-423-3247 972-423-3247 F	Nagel Landscape LLC PO Box 803 Rowlett, TX 75030 214-549-7304 214-607-4812 F	Signature Contracting Services 1510 Jelmak Grand Prairie, TX 75050 214-596-1434 214-596-1634 F
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		Addenda 1-2 Acknowledged/Insurance Verified	No Bid Section III		No Bid Section III		No Bid Section III	
Item	Qty	SECTION III	Unit	Total	Unit	Total	Unit	Total
		BLUE SECTION						
1	15	Quail Glen Green Belt - 8214 Quail Glenn Ct.		\$0.00		\$0.00		\$0.00
2	15	Spinnaker Cove Green Belt - 8217 Spinnaker Cove		\$0.00		\$0.00		\$0.00
3	15	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton		\$0.00		\$0.00		\$0.00
4	15	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow		\$0.00		\$0.00		\$0.00
5	15	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock		\$0.00		\$0.00		\$0.00
6	15	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock		\$0.00		\$0.00		\$0.00
7	15	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa		\$0.00		\$0.00		\$0.00
8	15	Princeton Drainage Channel - 9718 Princeton		\$0.00		\$0.00		\$0.00
9	15	Allisa lot - ROW - 6300 Alisa Drive - 6100 Lakeshore		\$0.00		\$0.00		\$0.00
10	15	Lakeshore Drainage ROW - 6100 Lakeshore		\$0.00		\$0.00		\$0.00
11	15	Point Royale dead end ROW - 509 Point Royal		\$0.00		\$0.00		\$0.00
12	15	Silverthorn Alley - 8700 Brook Hollow		\$0.00		\$0.00		\$0.00
13	15	Dandridge Greenbelt - 7521 Dandridge (median)		\$0.00		\$0.00		\$0.00
14	15	Maui Drainage - 7714 Maui		\$0.00		\$0.00		\$0.00
15	15	Oak Hollow Alley - 9102 Oak Hollow		\$0.00		\$0.00		\$0.00
16	15	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview		\$0.00		\$0.00		\$0.00
17	15	Liberty Grove from Elm Grove to Muddy Creek 7917-10300 Liberty Grove		\$0.00		\$0.00		\$0.00
18	15	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)		\$0.00		\$0.00		\$0.00
19	15	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove		\$0.00		\$0.00		\$0.00
20	15	Vinson from Elm Grove to Stonewall - 3200 Stonewall		\$0.00		\$0.00		\$0.00
21	15	Stonewall from Vinson to City limits sign - 3200 Stonewall		\$0.00		\$0.00		\$0.00
22	15	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing		\$0.00		\$0.00		\$0.00
		SUBTOTAL OF BLUE SECTION		\$0.00		\$0.00		\$0.00
		GREEN SECTION						
23	15	University drainage north of Halifax - 3600 University - 4200 Halifax		\$0.00		\$0.00		\$0.00
24	15	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd		\$0.00		\$0.00		\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Martin Property Maintenance		Nagel Landscape LLC		Signature Contracting Services	
			Unit	Total	Unit	Total	Unit	Total
		GREEN SECTION (Cont.)						
25	15	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW		\$0.00		\$0.00		\$0.00
26	15	Former Blue Barn Lot near 3840 Main St - 4600 Commerce - 3700 Dennis		\$0.00		\$0.00		\$0.00
27	15	David Alley (David & Smartt) - David 3000/Smartt 4000		\$0.00		\$0.00		\$0.00
28	15	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge		\$0.00		\$0.00		\$0.00
29	15	Gordon Smith & Boyd (all drainage) - 5300 Gordon Smith - 4800 Boyd		\$0.00		\$0.00		\$0.00
30	15	Kyle St between Rowlett Rd & the church on S. side of road and to first house on N. side of road - 3200 Kyle - 3201 Kyle		\$0.00		\$0.00		\$0.00
31	15	Chaha Rd West of Rowlett Road - 3400 Chaha ROW 3107 - 3001		\$0.00		\$0.00		\$0.00
32	15	Police Dept. Vacant - Century Drive 3300 - 3210 Lot		\$0.00		\$0.00		\$0.00
33	15	Chaha Road - 4100 Traci Road		\$0.00		\$0.00		\$0.00
34	15	Simmons Green Belt - 3900 Chaha & Simmons		\$0.00		\$0.00		\$0.00
35	15	Century Drive by Bridge - 3002 Century		\$0.00		\$0.00		\$0.00
36	15	Kirby Road from Main to Chaha - 4700 Kirby - 2100-4700 Kirby to Centennial		\$0.00		\$0.00		\$0.00
37	15	3908 Main Street mow detailed behind City Hall Complex 8.2 acres including drainage		\$0.00		\$0.00		\$0.00
38	15	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)		\$0.00		\$0.00		\$0.00
39	15	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot		\$0.00		\$0.00		\$0.00
		SUBTOTAL OF GREEN SECTION		\$0.00		\$0.00		\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
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 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Martin Property Maintenance		Nagel Landscape LLC		Signature Contracting Services	
			Unit	Total	Unit	Total	Unit	Total
		PURPLE SECTION						
40	15	Shipp Road at Lake - 6800 Shipp Road & Lakeview		\$0.00		\$0.00		\$0.00
41	15	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary		\$0.00		\$0.00		\$0.00
42	15	Woodside Green Belt - 8200 Highgate to 5100 Dalrock		\$0.00		\$0.00		\$0.00
43	15	Woodside Green Belt W of Highgate - 8200 Highgate		\$0.00		\$0.00		\$0.00
44	15	Vagas Alley, Fairmont Cr to Woodlake - 9200 Fairmont - 9000 Woodlake		\$0.00		\$0.00		\$0.00
45	15	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa		\$0.00		\$0.00		\$0.00
46	15	Inwood Alley (Inwood & Woodglen) - 5401 Inwood (end) Woodglen		\$0.00		\$0.00		\$0.00
47	15	Miami Alley (between Miami & Dalrock) - 8700 Vernon - 5517 Miami		\$0.00		\$0.00		\$0.00
48	15	Westfield Alley (between Westfield & Dalrock) - 8706 Westfield - 5721 Westfield		\$0.00		\$0.00		\$0.00
49	15	Millwood Alley (between Millwood & Dalrock) - 5801 - 5909 Millwood		\$0.00		\$0.00		\$0.00
50	15	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview		\$0.00		\$0.00		\$0.00
51	15	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller		\$0.00		\$0.00		\$0.00
52	15	Fuqua Drainage Channel - from 2214 to pump station		\$0.00		\$0.00		\$0.00
53	15	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)		\$0.00		\$0.00		\$0.00
54	15	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner		\$0.00		\$0.00		\$0.00
55	15	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape		\$0.00		\$0.00		\$0.00
56	15	Garner Road from Stanford to 7300 Garner		\$0.00		\$0.00		\$0.00
57	15	Garner Property in between 8006 & 7921 Garner, Vacant lot to the east of 7704 Garner		\$0.00		\$0.00		\$0.00
58	15	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.		\$0.00		\$0.00		\$0.00
59	15	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock		\$0.00		\$0.00		\$0.00
60	15	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518 Clay		\$0.00		\$0.00		\$0.00
61	15	Corner Lot at Stanford & Chiesa - 2700 Stanford		\$0.00		\$0.00		\$0.00
62	15	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley		\$0.00		\$0.00		\$0.00
63	15	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin		\$0.00		\$0.00		\$0.00
64	15	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller		\$0.00		\$0.00		\$0.00

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 4004 Main Street, Rowlett, TX 75088
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 April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Martin Property Maintenance		Nagel Landscape LLC		Signature Contracting Services	
			Unit	Total	Unit	Total	Unit	Total
		YELLOW SECTION						
65	15	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone		\$0.00		\$0.00		\$0.00
66	15	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont		\$0.00		\$0.00		\$0.00
67	15	Lots on Martha at the end of East side of road - 4801 Sunnybrook		\$0.00		\$0.00		\$0.00
68	15	Point Royal Alley - 400 - 509 Point Royal		\$0.00		\$0.00		\$0.00
69	15	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock		\$0.00		\$0.00		\$0.00
		SUBTOTAL OF PURPLE SECTION		\$0.00		\$0.00		\$0.00
70	15	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon		\$0.00		\$0.00		\$0.00
71	15	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia		\$0.00		\$0.00		\$0.00
72	15	Azalea Green Belt - 5800 - 5614 Azalea		\$0.00		\$0.00		\$0.00
73	15	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road		\$0.00		\$0.00		\$0.00
74	15	Big A Road (Southside) - 3600 - 4300 Big A Rd.		\$0.00		\$0.00		\$0.00
75	15	Liberty Grove, Lakeview Pkwy (Hwy 66) to Muddy Creek - 6200 - 7917 Liberty Grove		\$0.00		\$0.00		\$0.00
76	15	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler		\$0.00		\$0.00		\$0.00
77	15	Toler Drainage Channels 3808, 4202, 4705 Toler		\$0.00		\$0.00		\$0.00
78	15	Hickox Road from Rowlett Road to Merritt (behind walls or fences only)2500 Hickox - 4000 Hickox		\$0.00		\$0.00		\$0.00
79	15	Dexham Triangle - 6700 Dexham @ Castle		\$0.00		\$0.00		\$0.00
80	15	Hancock Alley - 6300 Hancock		\$0.00		\$0.00		\$0.00
81	15	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga		\$0.00		\$0.00		\$0.00
82	15	Northhampton Alley - 1602 - 1802 North Hampton		\$0.00		\$0.00		\$0.00
83	15	Wildhaven Alley - 6706 - 6318 Wildhaven		\$0.00		\$0.00		\$0.00
84	15	Castle from Hickox to Woodmont - 6700 Castle		\$0.00		\$0.00		\$0.00
85	15	Larkin Drainage Channels - 3110 Larkin		\$0.00		\$0.00		\$0.00
86	15	Post Oak Alley - 1618 Post Oak - 2210 Wellsely		\$0.00		\$0.00		\$0.00
87	15	Wellsely Alley - 2306 - 2406 Wellsely		\$0.00		\$0.00		\$0.00
88	15	6000 Faringdon drainage to Wal-Mart entrance on Kenwood		\$0.00		\$0.00		\$0.00
89	15	Castle from Rowlett Rd. south side MCW from fences to telephone poles		\$0.00		\$0.00		\$0.00
		SUBTOTAL OF YELLOW SECTION		\$0.00		\$0.00		\$0.00
		Grand Total of Section III	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Change order #1

Carruthers Landscape Mgmt. Inc
 11593 Goodnight Ln.
 Dallas, TX 75229
 972-620-9560

		Added June 2010 - Change order 1		
90	15	Merritt Road from Liberty Grove to City limit (Yellow section)	\$396.00	\$5,940.00
91	15	Hickox Road, West of Merritt past Misty Lane (Yellow section)	\$88.00	\$1,320.00
92	15	Misty Lane (4400-4317 Misty Ln) (Yellow section)	\$66.00	\$990.00
93	15	Garner Rd. III (East of Stanford) (Purple section)	\$88.00	\$1,320.00
		Total of Change order 1:		\$9,570.00
		Revised Grand Total of Section III Including Change order 1		\$115,170.00

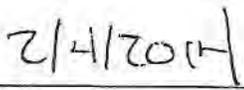


Mowing Services (Section III) for the City of Rowlett

Agreement for mowing services for the City of Rowlett, Texas and Carruther's Landscape Management extending the contract for Section III mowing services for an additional twelve-month period (renewal period 4 of 4) at the same price as last contract (\$105,600) plus Change Order 1 (\$9,570) and Change Order 2 (\$15,830.10) for an annual estimated cost of \$131,000.10 for the period of May 19, 2014 through May 18, 2015.



Paul Myers
Carruther's Landscape Management, Inc.
11593 Goodnight Lane
Dallas, TX 75229



Date

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
 Purchasing Phone 972-412-6189 Fax 972-412-6144
 April 23, 2010, 2:00 p.m.

Carruthers Landscape Mgmt. Inc.
 11593 Goodnight Ln.
 Dallas, TX 75229
 972-620-9560

Addenda 1-2 Acknowledged/Insurance Verified			Yes/Yes	
Item	Qty	SECTION III	Unit	Total
		BLUE SECTION		
1	15	Quail Glen Green Belt - 8214 Quail Glenn Ct.	\$22.00	\$330.00
2	15	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	\$22.00	\$330.00
3	15	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	\$5.50	\$82.50
4	15	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	\$44.00	\$660.00
5	15	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	\$5.50	\$82.50
6	15	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	\$396.00	\$5,940.00
7	15	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	\$264.00	\$3,960.00
8	15	Princeton Drainage Channel - 9718 Princeton	\$88.00	\$1,320.00
9	15	Allisa lot - ROW - 6300 Alisa Drive - 6100 Lakeshore	\$22.00	\$330.00
10	15	Lakeshore Drainage ROW - 6100 Lakeshore	\$5.50	\$82.50
11	15	Point Royale dead end ROW - 509 Point Royal	\$5.50	\$82.50
12	15	Silverthorn Alley - 8700 Brook Hollow	\$5.50	\$82.50
13	15	Dandridge Greenbelt - 7521 Dandridge (median)	\$44.00	\$660.00
14	15	Maui Drainage - 7714 Maui	\$22.00	\$330.00
15	15	Oak Hollow Alley - 9102 Oak Hollow	\$5.50	\$82.50
16	15	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	\$22.00	\$330.00
17	0	Liberty Grove from Elm Grove to Muddy Creek 7917-10300 Liberty Grove	\$264.00	\$0.00
18	15	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	\$132.00	\$1,980.00
19	15	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	\$88.00	\$1,320.00
20	15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	\$66.00	\$990.00
21	15	Stonewall from Vinson to City limits sign - 3200 Stonewall	\$22.00	\$330.00
22	15	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	\$5.50	\$82.50
96	15	190 Tollway ROW, 27 acres	\$1,095.34	\$16,430.10
97	15	Toler/Rosebud, 1 acre	\$48.00	\$720.00
SUBTOTAL OF BLUE SECTION			\$2,699.84	\$36,537.60

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
 4004 Main Street, Rowlett, TX 75088
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 April 23, 2010, 2:00 p.m.

			Carruthers Landscape Mgmt. Inc.	
Item	Qty	SECTION III	Unit	Total
GREEN SECTION				
23	15	University drainage north of Halifax - 3600 University - 4200 Halifax	\$22.00	\$330.00
24	15	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	\$154.00	\$2,310.00
25	15	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW	\$154.00	\$2,310.00
26	15	Former Blue Barn Lot near 3840 Main St - 4600 Commerce - 3700 Dennis	\$44.00	\$660.00
27	15	David Alley (David & Smartt) - David 3000/Smartt 4000	\$88.00	\$1,320.00
28	15	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge	\$22.00	\$330.00
29	15	Gordon Smith & Boyd (all drainage) - 5300 Gordon Smith - 4800 Boyd	\$264.00	\$3,960.00
30	15	Kyle St between Rowlett Rd & the church on S. side of road and to first house on N. side of road - 3200 Kyle - 3201 Kyle	\$22.00	\$330.00
31	15	Chaha Rd West of Rowlett Road - 3400 Chaha ROW 3107 - 3001	\$22.00	\$330.00
32	15	Police Dept. Vacant - Century Drive 3300 - 3210 Lot	\$22.00	\$330.00
33	15	Chaha Road - 4100 Traci Road	\$110.00	\$1,650.00
34	15	Simmons Green Belt - 3900 Chaha & Simmons	\$44.00	\$660.00
35	15	Century Drive by Bridge - 3002 Century	\$5.50	\$82.50
36	0	Kirby Rd. from Main to Chaha - 4700 Kirby - 2100-4700 Kirby to Centennial	\$66.00	\$0.00
37	15	3908 Main Street mow detailed behind City Hall Complex 8.2 acres including drainage	\$374.00	\$5,610.00
38	15	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)	\$44.00	\$660.00
39	15	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot	\$22.00	\$330.00
94	15	Miller Heights, 1 acre	\$176.00	\$2,640.00
SUBTOTAL OF GREEN SECTION			\$1,655.50	\$23,842.50

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53
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 April 23, 2010, 2:00 p.m.

			Carruthers Landscape Mgmt. Inc.	
Item	Qty	SECTION III	Unit	Total
		PURPLE SECTION		
40	15	Shipp Road at Lake - 6800 Shipp Road & Lakeview	\$66.00	\$990.00
41	15	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary	\$132.00	\$1,980.00
42	15	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	\$154.00	\$2,310.00
43	15	Woodside Green Belt W of Highgate - 8200 Highgate	\$286.00	\$4,290.00
44	15	Vagas Alley, Fairmont Cr to Woodlake - 9200 Fairmont - 9000 Woodlake	\$11.00	\$165.00
45	15	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	\$528.00	\$7,920.00
46	15	Inwood Alley (Inwood & Woodglen) - 5401 Inwood (end) Woodglen	\$11.00	\$165.00
47	15	Miami Alley (between Miami & Dalrock) - 8700 Vernon - 5517 Miami	\$5.50	\$82.50
48	15	Westfield Alley (between Westfield & Dalrock) - 8706 Westfield - 5721 Westfield	\$5.50	\$82.50
49	15	Millwood Alley (between Millwood & Dalrock) - 5801 - 5909 Millwood	\$5.50	\$82.50
50	15	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	\$704.00	\$10,560.00
51	15	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller	\$242.00	\$3,630.00
52	15	Fuqua Drainage Channel - from 2214 to pump station	\$11.00	\$165.00
53	15	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)	\$110.00	\$1,650.00
54	15	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner	\$22.00	\$330.00
55	15	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape	\$22.00	\$330.00
56	15	Garner Road from Stanford to 7300 Garner	\$44.00	\$660.00
57	15	Garner Property in between 8006 & 7921 Garner, Vacant lot to the east of 7704 Garner	\$22.00	\$330.00
58	15	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.	\$22.00	\$330.00
59	15	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock	\$374.00	\$5,610.00
60	15	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518 Clay	\$11.00	\$165.00
61	15	Corner Lot at Stanford & Chiesa - 2700 Stanford	\$22.00	\$330.00
62	15	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley	\$11.00	\$165.00
63	15	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin	\$5.50	\$82.50
64	15	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller	\$66.00	\$990.00
65	15	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone	\$22.00	\$330.00
66	15	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont	\$11.00	\$165.00
67	15	Lots on Martha at the end of East side of road - 4801 Sunnybrook	\$220.00	\$3,300.00

City Of Rowlett Bid Tabulation Mowing Services Section III, #2010-53

4004 Main Street, Rowlett, TX 75088

Purchasing Phone 972-412-6189 Fax 972-412-6144

April 23, 2010, 2:00 p.m.

Item	Qty	SECTION III	Unit	Total
		PURPLE SECTION (Continued)		
68	15	Point Royal Alley - 400 - 509 Point Royal	\$5.50	\$82.50
69	15	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock	\$44.00	\$660.00
93	15	Garner Rd. III (East of Stanford)	\$88.00	\$1,320.00
		SUBTOTAL OF PURPLE SECTION	\$3,283.50	\$49,252.50
70	15	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon	\$22.00	\$330.00
71	15	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia	\$66.00	\$990.00
72	15	Azalea Green Belt - 5800 - 5614 Azalea	\$44.00	\$660.00
73	15	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road	\$44.00	\$660.00
74	15	Big A Road (Southside) - 3600 - 4300 Big A Rd.	\$22.00	\$330.00
75	0	Liberty Grove, Lakeview Pkwy (Hwy 66) to Muddy Creek - 6200-7917 Liberty Grove	\$198.00	\$0.00
76	15	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler	\$22.00	\$330.00
77	15	Toler Drainage Channels 3808, 4202, 4705 Toler	\$44.00	\$660.00
78	15	Hickox Road from Rowlett Road to Merritt (behind walls or fences only)2500 Hickox - 4000 Hickox	\$66.00	\$990.00
79	15	Dexham Triangle - 6700 Dexham @ Castle	\$44.00	\$660.00
80	15	Hancock Alley - 6300 Hancock	\$5.50	\$82.50
81	15	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga	\$5.50	\$82.50
82	15	Northhampton Alley - 1602 - 1802 North Hampton	\$5.50	\$82.50
83	15	Wildhaven Alley - 6706 - 6318 Wildhaven	\$5.50	\$82.50
84	15	Castle from Hickox to Woodmont - 6700 Castle	\$88.00	\$1,320.00
85	15	Larkin Drainage Channels - 3110 Larkin	\$5.50	\$82.50
86	15	Post Oak Alley - 1618 Post Oak - 2210 Wellsely	\$5.50	\$82.50
87	15	Wellsely Alley - 2306 - 2406 Wellsely	\$5.50	\$82.50
88	15	6000 Faringdon drainage to Wal-Mart entrance on Kenwood	\$88.00	\$1,320.00
89	15	Castle from Rowlett Rd. south side MCW from fences to telephone poles	\$22.00	\$330.00
90	15	Merritt Road from Liberty Grove to City limit	\$396.00	\$5,940.00
91	15	Hickox Road , West of Merritt past Misty Lane	\$88.00	\$1,320.00
92	15	Misty Lane (4400-4317 Misty Ln)	\$66.00	\$990.00
95	15	Liberty Grove, 6 acres	\$264.00	\$3,960.00
		SUBTOTAL OF YELLOW SECTION	\$1,622.50	\$21,367.50
		Grand Total of Section III		\$131,000.10
		<i>(Detail of Change Orders Included in Grand Total Above):</i>		
		Added June 2010 - Change order 1		
90	15	Merritt Road from Liberty Grove to City limit (Yellow section)	\$396.00	
91	15	Hickox Road, West of Merritt past Misty Lane (Yellow section)	\$88.00	
92	15	Misty Lane (4400-4317 Misty Ln) (Yellow section)	\$66.00	
93	15	Garner Rd. III (East of Stanford) (Purple section)	\$88.00	
		Total of Change order 1:		\$9,570.00
		Add November 2011 - Change order 2		
94	15	Miller Heights, 1 acre (Green Section)	\$176.00	
95	15	Liberty Grove, 6 acres (Yellow Section)	\$264.00	
96	15	190 Tollway ROW, 27 acres (Blue Section)	\$1,095.34	
97	15	Toler/Rosebud, 1 acre (Blue Section)	\$48.00	
	15	Remove item 17	-\$264.00	
	15	Remove item 36	-\$66.00	
	15	Remove item 75	-\$198.00	
		Total of Change order 2:		\$15,830.10



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 7H

TITLE

Consider action to approve a resolution exercising the third of four one-year renewal options for Section IV mowing services to The Teter Group, Incorporated in the unit amounts bid with an estimated annual amount of \$120,831.80 and Change Order #1 for Katy Park in the amount of \$5,204.40 for an annual estimate of \$126,036.20 for the Parks and Recreation Department.

STAFF REPRESENTATIVE

Jermel Stevenson, Director of Parks and Recreation
Keith Flourney, Parks Manager
Allyson Wilson, Purchasing Agent

SUMMARY

This item is for the mowing of acreage park land properties. The vendor is responsible for the mowing, detailing, and clean up of the designated property. Katy Park was added as Change Order #1 to the contract.

BACKGROUND INFORMATION

On March 15, 2011, the City Council adopted Resolution Number RES-037-11 awarding a bid for Section IV mowing services to The Teter Group, Incorporated in the unit amounts bid with an estimated annual amount of \$120,831.80 as attached hereto and incorporated herein by reference as Exhibit A for the Parks and Recreation Department.

On February 21, 2012, the City Council adopted Resolution Number RES-027-12 exercising the first of four one-year renewal options for Section IV mowing services to The Teter Group, Incorporated in the unit amounts bid with an estimated annual amount of \$120,831.80 for the Parks and Recreation Department.

On February 5, 2013, the City Council adopted Resolution Number RES-007-13 exercising the second of four one-year renewal options for Section IV mowing services to The Teter Group, Incorporated in the unit amounts bid with an estimated annual amount of \$120,831.80 for the Parks and Recreation Department.

DISCUSSION

The contract period for the proposed third of four one-year renewals shall begin on approximately April 15, 2014, and end April 14, 2015. The initial term was for one year with four one-year renewal options if both parties are in agreement. The Teter Group, Incorporated has indicated they are interested in exercising the second one-year renewal as per Exhibit B.

Bids were received from seven bidders ranging from \$120,831.80 to \$230,450.00.

\$120,831.80	The Teter Group Incorporated
\$130,680.00	Carruthers Landscape Management Incorporated
\$145,578.80	4-D Property Maintenance
\$155,310.00	Martin Property Maintenance
\$183,272.50	3-D Mowing
\$188,805.00	Lawn & Landscape Management
\$230,450.00	Tandem Mowing Service

The Teter Group, Incorporated provided satisfactory service during the initial twelve month period and first and second renewal periods; therefore, City staff recommends exercising the third one-year renewal option.

FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$414,756 was approved in the Parks Maintenance FY2014 budget in account 101-3542-460-7201 (Mowing). A prior year encumbrance rollover increased the budget by \$61,172 resulting in a revised budget amount of \$475,928.00. The current available balance as of February 7, 2014, is \$303,539.90 and available encumbrance is \$116,445.97 for a total of \$419,985.87. The required amount for the full term for Sections II, III, and IV estimated annual amount is \$361,981.30. All of these sections are on the agenda tonight for approval. Funding is adequate for Mowing Sections II, III, and IV. This estimated annual amount could be potentially altered due to weather; however there is sufficient funding within the line item to cover an increase in service.

Budget Account Number and/or Project Code	Account or Project Title	Revised Budget Amount	Proposed Amount
101-3542-460-7201	Mowing Sections II, III, & IV	\$475,928.00	\$361,981.30
Total		\$475,928.00	\$361,981.30

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution exercising the third of four one-year renewal options for Section IV mowing services to The Teter Group, Incorporated in the unit amounts bid with an estimated annual amount of \$120,831.80 and Change Order #1 for Katy Park in the amount of \$5,204.40 for an annual estimate of \$126,036.20 for the Parks and Recreation Department.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING EXERCISING THE THIRD OF FOUR ONE-YEAR RENEWAL OPTIONS FOR SECTION IV MOWING SERVICES TO THE TETER GROUP, INCORPORATED IN THE UNIT AMOUNTS BID IN AN ESTIMATED ANNUAL AMOUNT OF \$120,831.80 AND CHANGE ORDER #1 FOR KATY PARK IN THE AMOUNT OF \$5,204.40 FOR AN ANNUAL ESTIMATE OF \$126,036.20 AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT A FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE

ISSUANCE OF PURCHASE ORDERS PURSUANT TO AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase mowing services for Section IV for the City of Rowlett Parks and Recreation Department; and

WHEREAS, sealed competitive bids were obtained by the Purchasing Division as per bid #2011-35; and

WHEREAS, the term of contract is one year with four one-year renewal options if both parties are in agreement; and

WHEREAS, the initial term of contract and the first and second one-year renewals have been performed satisfactorily; and

WHEREAS, the contractor and City staff have expressed interest to exercise the third of four one-year renewal options; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise the third of four one-year renewal options for Section IV mowing services for the Parks and Recreation Department.

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 third of four one-year renewal options in the unit amounts bid and Change Order #1 for Katy Park for a total estimated annual amount of \$126,036.20 to The Teter Group, Incorporated, as attached hereto and incorporated herein by reference as Exhibit A for the Parks and Recreation Department.

Section 2: That the City Manager or designee is hereby authorized to issue purchase orders to conform to this resolution.

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

ATTACHMENTS

Exhibit A – Bid tabulation for Section IV Mowing

Exhibit B – Extension Agreement from The Teter Group, Incorporated

City Of Rowlett Bid Tabulation Mowing Services Section IV, #2011-35

4004 Main Street, Rowlett, TX 75088

Purchasing Phone 972-412-6189 Fax 972-412-6144

February 25, 2011, 2:00 pm

Teter Group, Inc., The
 PO Box 1004
 Rowlett, TX 75030
 972-475-8233
 866-589-3894 F

Item	Qty	SECTION IV	Unit	Total
1a	30	Pecan Grove Park (I) - 10.33 acres	\$291.13	\$8,733.90
1b	15	Pecan Grove Park (NI) - 36.33 acres	\$893.35	\$13,400.25
		Total for Pecan Grove Park	\$22,134.15	
2	30	Herfurth Park - 12.86 acres	\$269.29	\$8,078.70
3a	30	Community Park (I) - 27 acres	\$884.52	\$26,535.60
3b	15	Community Park (NI) - 51.72 acres	\$834.76	\$12,521.40
		Total for Community Park	\$39,057.00	
4a	30	Springfield (I) - 14.15 acres	\$325.59	\$9,767.70
4b	20	Springfield 2 (NI) - 59.515 acres	\$800.48	\$16,009.60
		Total for Springfield Park	\$25,777.30	
5a	30	Shorewood Park (I) - 3.5 acres	\$77.70	\$2,331.00
5b	15	Shorewood Park (NI) - 10.67 acres	\$95.18	\$1,427.70
		Total for Shorewood Park	\$3,758.70	
6	30	Lakeside Park - 6.36 acres	\$204.73	\$6,141.90
7a	30	Isaac Scruggs Park - 1.72 acres	\$35.50	\$1,065.00
7b	15	Isaac Scruggs Park - 3.33 acres	\$53.61	\$804.15
		Total for Isaac Park	\$1,869.15	
8a	30	Nature Trail - 1.11 acre	\$40.19	\$1,205.70
8b	15	Nature Trail - 7.62 acres	\$97.84	\$1,467.60
		Total for Nature Trail	\$2,673.30	
9	20	Twin Star Park - 3.98 acres	\$152.75	\$3,055.00
10	15	Mayors Park - 5.83 acres	\$86.05	\$1,290.75
11	0	R. Arnold-Edwards Park		\$0.00
12	15	Columbia Park - 2 acres	\$67.00	\$1,005.00
13	15	Schrade Bluebonnet Park - 4.83 acres	\$81.72	\$1,225.80
14	15	Kenwood Park - 2.74 acres	\$34.88	\$523.20
15	15	Sunset Park - 7.4 acres	\$93.83	\$1,407.45
16	15	Environmental Learning Center - 4.39 acres	\$101.19	\$1,517.85
17	15	Paddle Point Park - 1.15 acres	\$20.77	\$311.55
18	15	Cedar Bridge Park - 1.95 acres	\$67.00	\$1,005.00
		Grand Total of Section IV		\$120,831.80
		Addenda Acknowledged/Insurance Verified	Yes/Yes	
19		Addition of Katie Park 2/14/13		\$5,204.40
		Revised Contract Sum		\$126,036.20



Mowing Services (Section IV) for the City of Rowlett

Agreement for mowing services for the City of Rowlett, Texas and The Teter Group (dba Mr. T's Landscape) extending the contract for Section IV mowing services for an additional twelve-month period (renewal period 3 of 4) at the same price as last contract (\$120,831.80) plus Change Order 1 (\$5,204.40) for an annual estimated cost of \$126,036.20 for the period of April 15, 2014 through April 14, 2015.



Maylon Teter, Owner
The Teter Group
PO Box 1004
Rowlett, TX 75030

1/25/2014
Date



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 71

TITLE

Consider action to approve a resolution exercising the third of four one-year renewal options for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 for the Water and Wastewater Departments.

STAFF REPRESENTATIVE

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

SUMMARY

This item is for the mowing of Lift Station and Water Tower Areas for Utilities Operations. The vendor is responsible for the mowing, detailing, and clean up of the designated property.

BACKGROUND INFORMATION

On March 15, 2011, the City Council adopted Resolution Number RES-038-11 awarding a bid for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 as attached hereto and incorporated herein by reference as Exhibit A for the Water and Wastewater Departments.

On February 21, 2012, the City Council adopted Resolution Number RES-028-12 exercising the first of four one-year renewal options for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 for the Water and Wastewater Departments.

On February 5, 2013, the City Council adopted Resolution Number RES-008-13 exercising the second of four one-year renewal options for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 for the Water and Wastewater Departments.

DISCUSSION

The contract period for the proposed third of four one-year renewals shall begin on approximately April 15, 2014, and end April 14, 2015. The initial term was for one year with four one-year renewal options if both parties are in agreement. 3-D Mowing Services, as well as City staff, has indicated they are interested in exercising the second one-year renewal as per Exhibit B.

Bids were received from seven bidders ranging from \$9,420 to \$20,700.

\$ 9,420.00	3-D Mowing
\$ 9,976.40	The Teter Group, Incorporated
\$11,796.00	Ely Tree & Landscape
\$12,048.00	Lawn & Landscape Management
\$14,065.20	Carruthers Landscape Management Incorporated
\$17,924.00	4-D Property Maintenance
\$20,700.00	Tandem Mowing Service

3-D Mowing Services provided satisfactory service during the initial 12 month period and the first and second one-year renewal periods; therefore, City staff recommends exercising the third one-year renewal option.

FINANCIAL IMPLICATIONS

Funding in the amount of \$17,000 was approved in the Utility Fund Water and Wastewater FY2014 budgets in account 160-4562-500-7201, 160-4563-500-7201 and 160-4563-500-7808. The current total available balance as of February 7, 2014, is \$12,290. Funding is currently adequate for this item. This amount could be potentially altered due to weather conditions during the term of the contract.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
160-4562-500-7201	Mowing	\$8,000	\$4,950
160-4563-500-7201	Mowing	\$6,000	\$4,340
160-4563-500-7808	Contract Services	\$3,000	\$130
TOTAL		\$17,000	\$9,420

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution exercising the third of four one-year renewal options for Section V mowing services to 3-D Mowing Services in the unit amounts bid with an estimated annual amount of \$9,420 for the Water and Wastewater Departments.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING EXERCISING THE THIRD OF FOUR ONE-YEAR RENEWAL OPTIONS FOR SECTION V MOWING SERVICES TO 3-D MOWING SERVICES IN THE UNIT AMOUNTS BID IN AN ESTIMATED ANNUAL AMOUNT OF \$9,420 AS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT A FOR THE WATER AND WASTEWATER DEPARTMENTS; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase mowing services for Section V for the City of Rowlett Water and Wastewater Departments; and

WHEREAS, sealed competitive bids were obtained by the Purchasing Division as per bid #2011-35; and

WHEREAS, the term of contract is one year with four one-year renewal options if both parties are in agreement; and

WHEREAS, the initial term of contract and the first and second one-year renewal periods have been performed satisfactorily from April 15, 2011, through the current date and City recommends approving the third one-year renewal option; and

WHEREAS, the contractor and City staff have expressed interest to exercise the third of four one-year renewal options; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise the third of four one-year renewal options for Section V mowing services for the Water and Wastewater Departments.

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 third of four one-year renewal options in the unit amounts bid and an estimated annual amount of \$9,420 to 3-D Mowing Services as attached hereto and incorporated herein by reference as Exhibit A for the Water and Wastewater Departments.

Section 2: That the City Manager or designee is hereby authorized to issue purchase orders to conform to this resolution.

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

ATTACHMENTS

Exhibit A – Bid tabulation for Section V Mowing

Exhibit B – Extension Agreement from 3-D Mowing Services

City Of Rowlett Bid Tabulation Mowing Services Section V, #2011-35
4004 Main Street, Rowlett, TX 75088
Purchasing Phone 972-412-6189 Fax 972-412-6144
February 25, 2011, 2:00 pm

3-D Mowing Services 1211 Smirl Dr. Rockwall, TX 75032 972-771-0706 972-772-5364 F	4-D Property Maintenance 18761 FM 1778 Nevada, TX 75173 214-549-0063 972-843-4114 F	Carruthers Landscape Mgt. Inc. 11593 Goodnight Ln. Dallas, TX 75229 972-247-8670
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Item	Qty	SECTION V	Unit	Total	Unit	Total	Unit	Total
1	8	Main St. sewer lift station (3100 Main St.)	\$10.00	\$80.00	\$15.00	\$120.00	\$22.00	\$176.00
2	8	New Main St. sewer lift station (3102 Main St.)	\$60.00	\$480.00	\$300.00	\$2,400.00	\$115.50	\$924.00
3	8	Rowlett Rd. sewer lift station (3700 Rowlett Rd.)	\$75.00	\$600.00	\$21.00	\$168.00	\$41.58	\$332.64
4	8	Toler Ridge sewer lift station (4203 Scott St.)	\$3.75	\$30.00	\$35.00	\$280.00	\$22.00	\$176.00
5	8	Westwood 6 sewer lift station (2108 Indian Trail)	\$3.75	\$30.00	\$35.00	\$280.00	\$22.00	\$176.00
6	8	New Liberty Grove sewer lift station (4734 Industrial)	\$20.50	\$164.00	\$45.00	\$360.00	\$22.00	\$176.00
7	8	Edgewater sewer lift station (5025 Edgewater)	\$3.50	\$28.00	\$45.00	\$360.00	\$22.00	\$176.00
8	8	Westside sewer lift station (5701 Lakeview Pkwy)	\$20.00	\$160.00	\$25.00	\$200.00	\$66.00	\$528.00
9	8	Eastside sewer lift station (6828 Lakeview Pkwy)	\$20.00	\$160.00	\$30.00	\$240.00	\$41.25	\$330.00
10	8	LaCosta sewer lift station (6900 LaCosta)	\$20.50	\$164.00	\$22.00	\$176.00	\$22.00	\$176.00
11	8	Dalrock Rd. sewer lift station (2014 Dalrock Rd.)	\$13.00	\$104.00	\$15.00	\$120.00	\$66.00	\$528.00
12	8	Schrade Rd. sewer lift station (4118 Lakeside Dr.)	\$40.00	\$320.00	\$45.00	\$360.00	\$22.00	\$176.00
13	8	Vacant lot - 8220 Dalrock Rd.	\$27.50	\$220.00	\$30.00	\$240.00	\$22.00	\$176.00
14	8	Springfield Estates sewer lift station (2417 Scarlet)	\$27.50	\$220.00	\$15.00	\$120.00	\$66.00	\$528.00
15	8	Waterside sewer lift station (2400 Kirby Rd.)	\$10.00	\$80.00	\$15.00	\$120.00	\$22.00	\$176.00
16	8	Miller Rd. sewer lift station (5402 Miller Rd.)	\$8.50	\$68.00	\$15.00	\$120.00	\$66.00	\$528.00
17	8	Miller Rd. booster station (6805 Miller Rd)	\$25.00	\$200.00	\$18.00	\$144.00	\$22.00	\$176.00
18	8	Martha Lane water tower (4701 Martha Ln.)	\$82.00	\$656.00	\$89.00	\$712.00	\$49.50	\$396.00
19	8	Liberty Grove water station (10217 Liberty Grove)	\$85.00	\$680.00	\$90.00	\$720.00	\$179.10	\$1,432.80
20	8	Merritt Rd. water station (9606 Merritt Rd.)	\$85.00	\$680.00	\$335.00	\$2,680.00	\$154.00	\$1,232.00
21	8	Rowlett Rd. water station (7716 Rowlett Rd.)	\$78.50	\$628.00	\$200.00	\$1,600.00	\$55.22	\$441.76
22	8	Hwy 66 tower (5401 Eula Dr.)	\$77.50	\$620.00	\$44.00	\$352.00	\$77.00	\$616.00
23	8	Vacant lot - 7800 Creekview	\$19.50	\$156.00	\$31.00	\$248.00	\$22.00	\$176.00
24	8	Northside lift station (8500 McCleary Ln.)	\$15.00	\$120.00	\$16.00	\$128.00	\$44.00	\$352.00
25	8	Magnolia Spring (303 Whispering Brook)	\$12.00	\$96.00	\$15.00	\$120.00	\$22.00	\$176.00
26	8	Chiesa Rd. water tower (2901 Chiesa Rd.)	\$100.00	\$800.00	\$165.00	\$1,320.00	\$165.00	\$1,320.00
27	8	Kirby Rd. water tower (3901 Kirby Rd.)	\$100.00	\$800.00	\$300.00	\$2,400.00	\$121.00	\$968.00
28	8	New water station off Castle Dr./Rowlett Rd.	\$80.00	\$640.00	\$134.50	\$1,076.00	\$99.00	\$792.00
29	8	Mallard Reserve lift station (7200 Scenic Dr.)	\$39.50	\$316.00	\$50.00	\$400.00	\$66.00	\$528.00
30	8	Raw Water Pump pump station (Liberty Grove @ Elm Grove)	\$15.00	\$120.00	\$45.00	\$360.00	\$22.00	\$176.00
Grand Total of Section V				\$9,420.00		\$17,924.00		\$14,065.20
Addenda Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes	

City Of Rowlett Bid Tabulation Mowing Services Section V, #2011-35
4004 Main Street, Rowlett, TX 75088
Purchasing Phone 972-412-6189 Fax 972-412-6144
February 25, 2011, 2:00 pm

Ely Tree and Landscape PO Box 1853 Wylie, TX 75098-1853 972-475-4642 972-475-4642 F	Lawn & Landscape Management 3206 Main St. #102 Rowlett, TX 75088 972-412-7860 972-463-4639 F	Tandem Mowing Service PO Box 552 Celeste, TX 75423 903-568-8000 972-534-1814 F	Teter Group, Inc., The PO Box 1004 Rowlett, TX 75030 972-475-8233 866-589-3894 F
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Item	Qty	SECTION V	Ely Tree and Landscape		Lawn & Landscape Management		Tandem Mowing Service		Teter Group, Inc., The	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	8	Main St. sewer lift station (3100 Main St.)	\$10.05	\$80.40	\$25.00	\$200.00	\$45.00	\$360.00	\$10.05	\$80.40
2	8	New Main St. sewer lift station (3102 Main St.)	\$150.00	\$1,200.00	\$75.00	\$600.00	\$150.00	\$1,200.00	\$52.90	\$423.20
3	8	Rowlett Rd. sewer lift station (3700 Rowlett Rd.)	\$21.00	\$168.00	\$65.00	\$520.00	\$67.50	\$540.00	\$17.00	\$136.00
4	8	Toler Ridge sewer lift station (4203 Scott St.)	\$4.00	\$32.00	\$25.00	\$200.00	\$45.00	\$360.00	\$4.00	\$32.00
5	8	Westwood 6 sewer lift station (2108 Indian Trail)	\$4.10	\$32.80	\$25.00	\$200.00	\$45.00	\$360.00	\$4.10	\$32.80
6	8	New Liberty Grove sewer lift station (4734 Industrial)	\$22.10	\$176.80	\$25.00	\$200.00	\$45.00	\$360.00	\$18.50	\$148.00
7	8	Edgewater sewer lift station (5025 Edgewater)	\$4.50	\$36.00	\$30.00	\$240.00	\$45.00	\$360.00	\$4.50	\$36.00
8	8	Westside sewer lift station (5701 Lakeview Pkwy)	\$22.00	\$176.00	\$25.00	\$200.00	\$67.50	\$540.00	\$22.00	\$176.00
9	8	Eastside sewer lift station (6828 Lakeview Pkwy)	\$22.00	\$176.00	\$40.00	\$320.00	\$67.50	\$540.00	\$20.00	\$160.00
10	8	LaCosta sewer lift station (6900 LaCosta)	\$28.00	\$224.00	\$40.00	\$320.00	\$67.50	\$540.00	\$20.00	\$160.00
11	8	Dalrock Rd. sewer lift station (2014 Dalrock Rd.)	\$15.00	\$120.00	\$30.00	\$240.00	\$67.50	\$540.00	\$15.00	\$120.00
12	8	Schrade Rd. sewer lift station (4118 Lakeside Dr.)	\$45.00	\$360.00	\$40.00	\$320.00	\$67.50	\$540.00	\$35.00	\$280.00
13	8	Vacant lot - 8220 Dalrock Rd.	\$30.00	\$240.00	\$30.00	\$240.00	\$67.50	\$540.00	\$30.00	\$240.00
14	8	Springfield Estates sewer lift station (2417 Scarlet	\$31.00	\$248.00	\$25.00	\$200.00	\$45.00	\$360.00	\$21.00	\$168.00
15	8	Waterside sewer lift station (2400 Kirby Rd.)	\$12.00	\$96.00	\$30.00	\$240.00	\$67.50	\$540.00	\$11.00	\$88.00
16	8	Miller Rd. sewer lift station (5402 Miller Rd.)	\$9.00	\$72.00	\$30.00	\$240.00	\$67.50	\$540.00	\$9.00	\$72.00
17	8	Miller Rd. booster station (6805 Miller Rd)	\$30.00	\$240.00	\$30.00	\$240.00	\$45.00	\$360.00	\$30.00	\$240.00
18	8	Martha Lane water tower (4701 Martha Ln.)	\$89.00	\$712.00	\$50.00	\$400.00	\$95.00	\$760.00	\$89.00	\$712.00
19	8	Liberty Grove water station (10217 Liberty Grove)	\$86.00	\$688.00	\$75.00	\$600.00	\$125.00	\$1,000.00	\$71.00	\$568.00
20	8	Merritt Rd. water station (9606 Merritt Rd.)	\$236.75	\$1,894.00	\$100.00	\$800.00	\$215.00	\$1,720.00	\$128.00	\$1,024.00
21	8	Rowlett Rd. water station (7716 Rowlett Rd.)	\$88.00	\$704.00	\$140.00	\$1,120.00	\$165.00	\$1,320.00	\$116.00	\$928.00
22	8	Hwy 66 tower (5401 Eula Dr.)	\$82.00	\$656.00	\$75.00	\$600.00	\$95.00	\$760.00	\$80.00	\$640.00
23	8	Vacant lot - 7800 Creekview	\$31.00	\$248.00	\$25.00	\$200.00	\$45.00	\$360.00	\$23.00	\$184.00
24	8	Northside lift station (8500 McCleary Ln.)	\$21.00	\$168.00	\$25.00	\$200.00	\$45.00	\$360.00	\$18.00	\$144.00
25	8	Magnolia Spring (303 Whispering Brook)	\$14.00	\$112.00	\$25.00	\$200.00	\$45.00	\$360.00	\$12.00	\$96.00
26	8	Chiesa Rd. water tower (2901 Chiesa Rd.)	\$105.00	\$840.00	\$300.00	\$2,400.00	\$225.00	\$1,800.00	\$105.00	\$840.00
27	8	Kirby Rd. water tower (3901 Kirby Rd.)	\$130.00	\$1,040.00	\$50.00	\$400.00	\$225.00	\$1,800.00	\$130.00	\$1,040.00
28	8	New water station off Castle Dr./Rowlett Rd.	\$80.00	\$640.00	\$1.00	\$8.00	\$125.00	\$1,000.00	\$80.00	\$640.00
29	8	Mallard Reserve lift station (7200 Scenic Dr.)	\$42.00	\$336.00	\$25.00	\$200.00	\$65.00	\$520.00	\$26.00	\$208.00
30	8	Raw Water Pump pump station (Liberty Grove @ Elm Grove)	\$10.00	\$80.00	\$25.00	\$200.00	\$45.00	\$360.00	\$45.00	\$360.00
Grand Total of Section V				\$11,796.00		\$12,048.00		\$20,700.00		\$9,976.40
Addenda Acknowledged/Insurance Verified			Yes/Yes		Yes/Yes		Yes/Yes		Yes/Yes	



Mowing Services (Section V) for the City of Rowlett

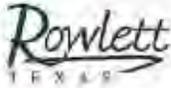
Agreement for mowing services for the City of Rowlett, Texas and 3-D Mowing extending the contract for Section V mowing services for an additional twelve-month period (renewal period 3 of 4) at the same price as last contract for an annual estimated cost of \$9,420 for the period of April 15, 2014 through April 14, 2015.

Sheila Doan

Sheila Doan, Owner
3-D Mowing
1211 Smirl Drive
Heath, TX 75032

2-4-14

Date



City of Rowlett
Staff Report

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

AGENDA DATE: 02/18/14

AGENDA ITEM: 8A

TITLE

Conduct a public hearing and consider an ordinance for a Special Use Permit for a retail vehicle filling station in the General Commercial/Retail (C-2) zoning district. The subject property is located at 8800 Lakeview Parkway, further described as Super 1 Food Addition to the City of Rowlett, Rockwall County, Texas. (SUP13-693)

STAFF REPRESENTATIVE

Garrett Langford, AICP, Principal Planner

SUMMARY

This is a request to allow a gas station with a proposed Walmart Neighborhood Market at 8800 Lakeview Parkway. The subject property is the site of the former Super One grocery store that was last occupied by Rainbow Foods in 2002. The subject property is zoned under General Commercial (C-2). (Attachment 1 – Location Map and Attachment 2 – Site Photos).

The applicant, Walmart, is proposing to demolish the existing structure and build a new 41,839 square-foot Neighborhood Market grocery store. This proposal does not include a super center. As part of their proposal, the applicant is seeking a Special Use Permit to allow a six-pump fueling station that will be located in front of the proposed Neighborhood Market as shown on Exhibit D. The Neighborhood Market (grocery store) is allowed by right in C-2 zoning. The fueling station requires a Special Use Permit to locate in C-2 zoning.

BACKGROUND INFORMATION

The subject property is located at 8800 Lakeview Parkway and is currently zoned General Commercial C-2. The subject property was first developed in 1994 with a 62,000 square-foot freestanding retail building first occupied by Super 1 grocery store. Rainbow Foods would later occupy the building for approximately a year. The building has remained unoccupied since Rainbow Foods vacated the premise. The subject property is non-conforming as it does not meet a number of the current development standards in the Rowlett Development Code (RDC). This includes insufficient landscaping and the building exterior does not comply with the RDC's architectural standards for commercial buildings. The RDC requires non-conforming properties to be brought into compliance with the current development standards before a non-conforming property can be occupied.

Over the past few years, staff has held predevelopment meetings with a number of different prospects to reoccupy the subject property. While there are significant non-conforming items to be corrected for the subject property, staff provided the information upfront and provided

information on how to request alternative building and landscape improvements in order to reoccupy the property.

The proposed development will involve a significant redevelopment of the subject property that will bring the site into full compliance with the current development standards. The existing 62,000 square-foot building will be demolished and replaced with a 41,839 square-foot stand-alone retail building. In addition, the majority of the existing parking will be reconfigured and replaced with new pavement. The number of the existing parking spaces will be reduced from 315 parking spaces to 168 parking spaces. The existing landscaping plantings will be updated with additional landscaping.

The proposed development includes a fueling station that will be located in front and east of the new grocery store along Lakeview Parkway as shown on the concept plan (Exhibit D). The fueling station will include 6 fuel pumps that can accommodate 12 fueling positions. The fueling station will also include a 740 square-foot building for a small walk-in store. The station will also include an approximately 5,300 square-foot canopy to cover all of the fueling positions.

Surrounding land uses and zoning include the following. To the east of the subject property is a vacant 4 acre tract that is zoned as part of the Healthy Living form based code district – Urban Village. To the east and to the south is a single-family residential subdivision zoned Planned Development single-family residential. To the west is a vacant 4.5 acre-tract zoned C-2 along with a Whataburger fast-food restaurant and a CVS retail store. To the north of the subject property across Lakeview Parkway are some retail and fast-food establishments along with a fuel center and grocery store zoned as Planned Development.

The proposed development will require approval of Special Use Permit by City Council and approval of a Development Plan from the Planning and Zoning Commission. Currently, the Development Plan is under review by City Staff. Section 77-206.D of the Rowlett Code of Ordinances lists the criteria for approval of Special Use Permits. The proposed grocery store is permitted by right in C-2 zoning. The request for the Special Use Permit pertains specifically to the retail fueling station. The following section lists the criteria for a Special Use Permit followed by Staff's comments.

The Planning and Zoning Commission voted 6-0 to recommend approval of this item at their January 28, 2014, regular meeting with the following stipulations:

- 1. The fueling station shall be limited to 6 fueling pumps (12 fueling positions).**
- 2. The fueling station shall be operated by the user of the adjacent 41,839 square-foot building as shown on Exhibit D.**

DISCUSSION

Section 77-206.D of the Rowlett Code of Ordinances lists the criteria for approval of Special Use Permits. Recommendations and decisions on special use permits shall be based on consideration of the criteria below. Staff has added additional comments in bold italics where applicable.

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 located in the D-2 opportunity area in the Realize Rowlett 2020 Comprehensive Plan. The D-2 opportunity area states that the following:

“Business Beltway and the adjacent Southshore subareas, while a linear corridor, will also be a business park and employment address in the City. Largely informed by Lake Pointe Hospital, which anchors the eastern edge of this subarea, uses will support the needs of visitors and employees of the hospital including: medical office buildings (2-3 stories in scale), dining establishments for daytime and nighttime populations, and a variety of housing options. The natural environment that exists on the corridor today will be protected and enhanced. A tree canopy will be introduced and sign standards strictly enforced (monument signs). Like Healthy Living, multiple modes of transportation will be encouraged - primarily walking and a trolley or shuttle service originating from the DART station.

Essential elements that will have to be in place in order for this investment scenario to be realized include: uniform design and sign standards tailored to this area; public participation in enhancing and maintaining the public realm; and, zoning that will balance the amount of commercial retail space.”

The Realize Rowlett 2020 Comprehensive Plan also states that the following uses would be appropriate for this area:

- ***Neighborhood-Serving Commercial (Retrofit)***
- ***Mixed-Use***
- ***Higher Density Residential***
- ***Limited Entertainment Uses***

Furthermore, the Comprehensive Plan identifies several guiding principles for Area D-2. The most important of which is “Principle 11: Position Rowlett for an appropriate scale of investment and reinvestment supported by market trends.”

The proposed 6-pump fueling station with the small convenience store and associate grocery store is compatible with the Comprehensive Plan and the guiding principles for area D-2. The proposed use is a neighborhood-serving commercial use. The proposed redevelopment of the subject property would represent a major reinvestment for a property that has been unused for a number of years. In addition, as previously mentioned, the grocery store could be built by right based on the current zoning district. The SUP is only required for the fuel pump component.

2. The proposed special use permit is consistent with the purpose and intent of the zoning district in which it is located;

The existing zoning is C-2 and allows for a larger scale shopping center. Per Section 77-203.B.4 of the RDC,

The C-2 district is intended for the conduct of retail sales-type uses, with only a subordinate percentage of a development associated with other retail and office uses. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery. The C-2 district is intended to be applied primarily to areas of high traffic volume and along areas accessing high-volume streets.

Based on the intent of the C-2 zoning district, a fueling station business associated with a grocery user would be a compatible use.

3. Whether the proposed special use permit meets the challenge of some changing condition, trend, or fact;

Grocery stores with associated fueling stations are a common business practice for this industry. This type of use exists in other similar shopping centers in Rowlett and in surrounding Cities.

4. Whether the proposed special use permit will protect or enhance the health, safety, morals, or general welfare of the public;

The proposed use should not negatively affect the health, safety, morals, or general welfare of the public.

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;

The property has access to Lakeview Parkway (SH 66) a Type A+ thoroughfare based on the Master Thoroughfare Plan. In addition, water and sewer services are already available 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 property should not have any adverse impacts on other property within the vicinity. The nearby intersection of Dalrock Road and Lakeview Parkway contain shopping centers with numerous personal service and retail establishments, including fueling stations. The fueling station will not impact the residential subdivisions to the south and

southeast. The proposed development will follow the buffering and screening requirements outlined in the RDC.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the special use permit.

The subject property is already developed as a shopping center with general retail. The proposed fueling station would complement the proposed grocery store and provide neighborhood based services oriented to local customers. This meets the intent of the C-2 zoning district and the Comprehensive Plan.

Public Notice

On January 31, 2014, a total of 37 notices were sent to property owners within 200 feet. As of Wednesday February 11, 2014, ten responses were received. Six of the responses were in favor of the request and four were in opposition to the request. Three of the responses opposing the request for the Special Use Permit cited concerns with lighting, noise and traffic. The other response opposing the request wanted to see a more environment-friendly store. One response stated that the screening wall at the rear of the property should be raised. It should be noted that the existing wall does meet the minimum height of 6 feet. Copies of the responses are in Attachment 3.

FINANCIAL/BUDGET IMPLICATIONS

It is important to note that this SUP request only pertains to the fueling station portion of the project. The grocery store use is permitted by right in C-2 zoning. However, the overall project including the grocery store and associated fueling station, is estimated to bring in \$10 million in private investment, \$5 million in taxable sales, and create 75 new jobs in the City. Thus, it is estimated that, upon completion, this project will create approximately \$80,000 in annual tax revenue for the City, versus the \$6,500 in annual property tax that the City receives today from the vacant site.

RECOMMENDED ACTION

Based on compatibility with the shopping center and meeting the criteria in the RDC, and in accordance with the Planning and Zoning Commissioner's January 28th recommendation of approval, Staff recommends approval of the request with the following stipulations:

1. The fueling station shall be limited to 6 fueling pumps (12 fueling positions).
2. The fueling station shall be operated by the user of the adjacent 41,839 square-foot building as shown on Exhibit B.

The City Attorney provided further refinement to the proposed stipulations in the proposed ordinance below.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIAL USE PERMIT FOR A 6.354 +/- ACRE TRACT OF REAL PROPERTY GENERALLY LOCATED AT 8800 LAKEVIEW PARKWAY IN THE CITY OF ROWLETT, ROCKWALL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREINAFTER TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A RETAIL VEHICLE FILLING STATION UNDER CONDITIONS SPECIFIED HEREIN; 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, 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 Special Use Permit to authorize the construction and operation of a retail vehicle filling station on a 6.354 +/- acre tract of real property situated at 8800 Lakeview Parkway in the City of Rowlett, Rockwall County, Texas, and being more specifically described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein (hereinafter the "Property").

Section 2: That a retail vehicle filling station be and is hereby authorized and allowed to be constructed and operated on the Property as an accessory use incidental to a grocery store and general retail facility under the following terms and conditions:

1. The retail vehicle filling station shall be operated only in conjunction with a grocery store and general retail facility to be constructed on the Property, and shall be allowed and operated only in the event that a Development Plan for the Property providing for the retail vehicle filling station is approved by the City. The retail vehicle filling station shall be constructed and operated in compliance with the approved Development Plan for the Property;

2. The retail vehicle filling station shall be limited to the retail sales and dispensing of vehicle fuels including gas, diesel, and alternative propulsion fuels that are accessory to another retail use as approved in the Development Plan. No automotive service or repair, car wash, automotive sales, towing or storage, or other automotive-related service shall be conducted incident to the retail vehicle filling station;
3. The retail vehicle filling station shall be limited to no more than six (6) fueling pumps (12 fueling positions);
4. The retail vehicle filling station shall at all times be owned and operated by the owner of the adjacent grocery store and general retail facility on the Property (*i.e.*, there shall be an identity of ownership);
5. The construction, operation, maintenance and closure of the retail vehicle filling station shall be in compliance with all federal, state and local laws, regulations and ordinances; and,
6. 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. Except as otherwise provided for in this Ordinance, the development, use and occupancy of the Property shall conform to the standards and regulations set forth in the C-2 General Commercial/Retail District of 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.

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 and charter in such cases provide.

ATTACHMENTS

Exhibit A – Legal description

Exhibit B – Concept Plan

Attachment 1 – Location Map

Attachment 2 – Site Photos

Attachment 3 – Property Owner Responses

Attachment 4 – Zoning Boundary

Attachment 5 – Statement of Intent and Purpose

EXHIBIT "A"

BEING a tract of land situated in the J. Hart Survey, Abstract No. 111, City of Rowlett, Rockwall County, Texas and being all of a tract of Super 1 Foods Addition, an Addition to the City of Rowlett, Texas, according to the Final Plat thereof recorded in Cabinet A, Slide 220, Plat Records of Rockwall County, Texas, same being all of a called 5.677 acre tract of land, conveyed to Lakeview Parkway Crossing LLC, as evidenced in a Special Warranty Deed, recorded in Volume 6329. Page 45, Real Property Records of Rockwall County, Texas, and being a portion of Lakeview Parkway (State Highway 66), and being more particularly described as follows:

BEGINNING at a 5/8 inch capped iron rod found stamped "5111" found at the northwest corner of said Super 1 Foods Addition, common to the northeast corner of Lot 1, Block A, Dalrock crossing Phase 1 Addition, according to the plat thereof recorded in Cabinet H, Slide 150, said Plat records of Rockwall County, Texas, and in the southerly right-of-way line of Lakeview Parkway (State Highway 66), and from which a 5/8 inch capped iron rod found stamped "5111" bears South 59°28'11" West, a distance of 150.00 feet;

THENCE North 29°59'37" West, departing the common north corner of said Lot 1, Block A and said Super 1 Foods Addition, the southerly right-of-way line of Lakeview Parkway (State Highway 66) and crossing said Lakeview Parkway (State Highway 66), a distance of 73.42 to the apparent centerline of said Lakeview Parkway (State Highway 66);

THENCE North 59°41'24" East, along the apparent centerline of said Lakeview Parkway (State Highway 66), a distance of 404.99 feet to a corner;

THENCE South 29° 59' 36" East, departing from said centerline of Lakeview Parkway (State Highway 66), passing at a distance of 71.86 feet, the northeast corner of said Super 1 Foods Addition, continuing along the easterly line of said Super 1 Foods Addition, passing at a distance of 365.51 feet, the most northerly, northwest corner of a 15' wide alley, located in Block L, as created in Highland Meadows North No. 2, an Addition to the City of Rowlett, according to the Final Plat thereof recorded in Cabinet A, Slide 356, said Plat records of Rockwall County, Texas, continuing along the common line of said Super 1 Foods Addition and said alley for a total distance of 680.51 feet to an "X" cut found for the southeast corner of said Super 1 Foods Addition, and also being a re-entrant corner of a 15' wide alley as created in said Highland Meadows North No. 2;

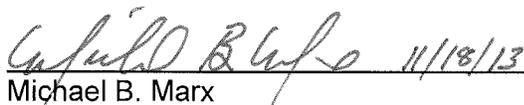
THENCE South 60° 03' 10" West, along the southerly line of said Super 1 Foods Addition and along a northerly line of said 15' wide alley, a distance of 414.98 feet to a 5/8 inch capped iron rod found stamped "5111" for the southwest corner of said Super 1 Foods Addition, same being at the southeast corner of Lot 2, Block 1, CVS Dalrock Addition, Lots 1R and 2, Block 1, as recorded in Cabinet H, Slide 213, said Plat Records of Rockwall county, Texas;

THENCE North 29° 59' 37" West, departing said north line of said 15' wide alley, along the common line of said Super 1 Foods Addition and said Lot 2, a distance of 170.25 feet to a 5/8 inch iron rod found for a corner;

THENCE North 60° 00' 23" East, continuing along the common line of said Super 1 Foods Addition and said Lot 2, a distance of 10.00 feet to a 5/8 inch iron rod found for corner;

THENCE North 29° 59' 37" West, continuing along the common line of said Super 1 Foods Addition and said Lot 2, passing at a distance of 178.44 feet, the southeast corner of aforesaid Lot 1, Block A of Dalrock Crossing Phase 1 Addition, continuing along the common line of said Super 1 Foods Addition and said Lot 1 for a total distance of 434.26 feet (called 434.36 feet) to the POINT OF BEGINNING and containing 6.354 acres of land, more or less.

Bearings are expressed as grid bearings (Texas State Plane Coordinate System of 1983, North Central Zone 4202, NAD 83 Datum), as determined by GPS observations, using City of Rowlett Geodetic Control Stations A-5, C-5, D-4 and C-3.



Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com
TBPLS Firm No. 10193822



PARKING TABLE				
9.5'X20' 90° PROVIDED				
	GLA	TOTAL SF	# OF SPACES	RATIO
PROVIDED	41,117	41,839	169	4.04 / 1000 S.F.
WALMART	41,117	41,839	168	4.0* / 1,000 S.F.
CITY	41,117	41,839	140	3.33* / 1,000 S.F.
CITY	41,117	41,839	175	CITY MAX

* PARKING RATIO EXCLUDES SPACES OCCUPIED BY CART CORRALS. PARKING RATIO IS BASED ON TOTAL BUILDING SQUARE FOOTAGE.

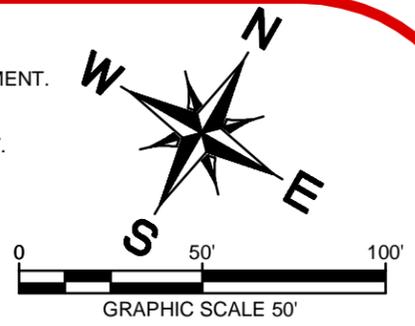
** CITY REQUIRED PARKING IS 1 SPACE PER 300 SQUARE FEET (3.33 RATIO). CITY MAX ALLOWED PARKING IS 125% OF REQUIRED.



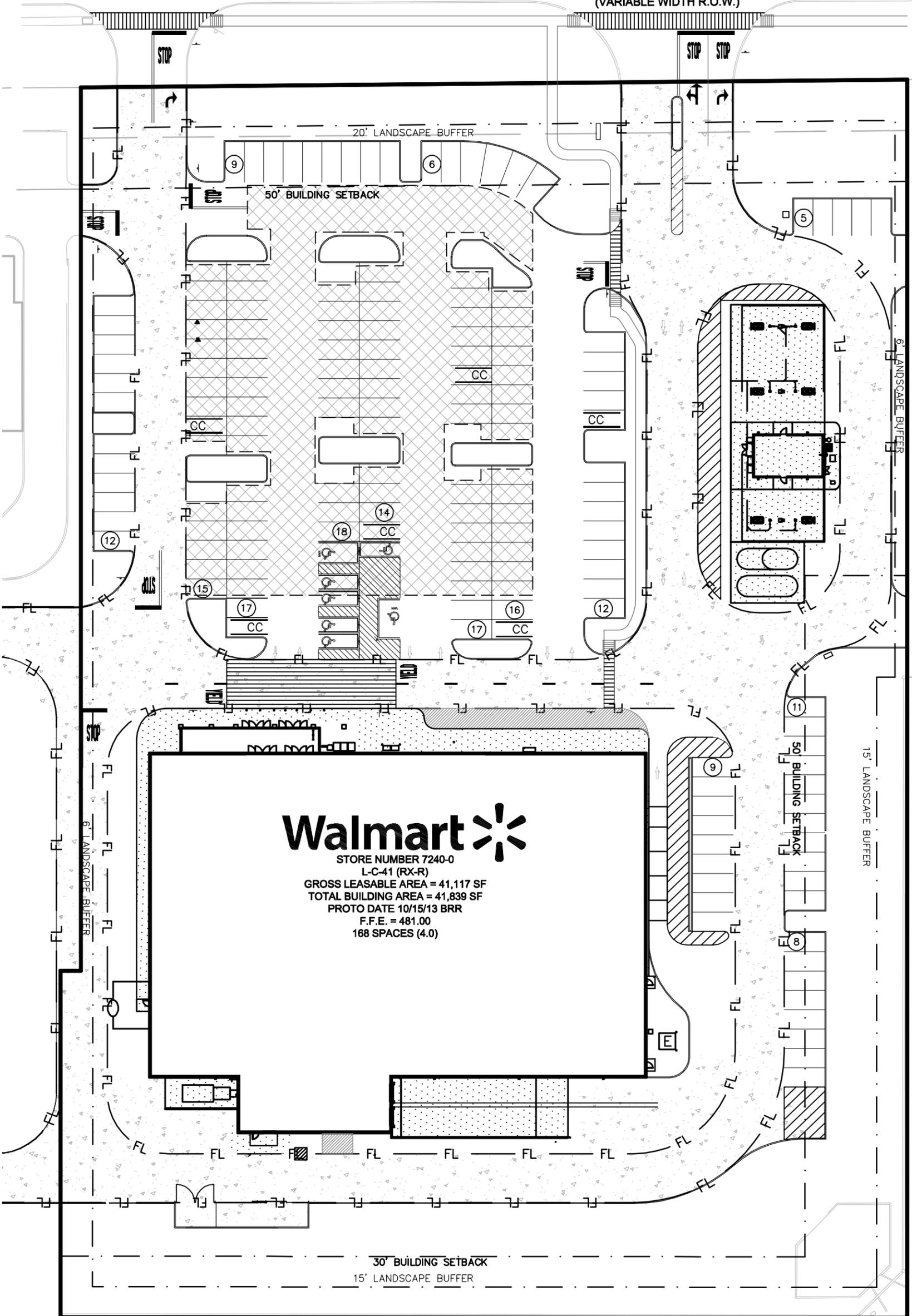
STANDARD DUTY PAVEMENT.

HEAVY DUTY PAVEMENT.

EX. CONCRETE PAVEMENT TO REMAIN



**LAKEVIEW PARKWAY
(U.S. HIGHWAY 66)**
(VARIABLE WIDTH R.O.W.)





**Walmart Neighborhood Market
Fueling Station**
Map Created: December 20, 2013



**SPECIAL USE PERMIT
CASE # SUP 13-693
LOCATION MAP**











Department of Public Works/Planning Division

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Special Use Permit

LOCATION: The subject property is located at 8800 Lakeview Parkway being further described as Super 1 Foods Addition in the City of Rowlett, 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 requests a Special Use Permit to allow a retail vehicle filling station at 8800 Lakeview Parkway. The applicant is proposing to construct a new grocery store that would include a vehicle filling station. Per the Rowlett Development Code a vehicle filling station requires a special use permit in the General Commercial (C-2) Zoning District. (Case Number SUP13-693).

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: UNUSED PROPERTY IS AN EYE SORE AND KIDS HAVE BEEN BREAKING INTO IT FOR YEARS

SIGNATURE: Regan D Rubin

ADDRESS: 9201 SHIPMAN ST

Your written comments are being solicited in the above case. Additional information is available in the Department of Public Works / Planning Division located 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 **14th day of January, 2014**, 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 Planning Department by 5 pm on Wednesday, January 8, 2014, for your comments to be included in the Planning and Zoning Commission packet. All responses received by January 25th 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.

<p>If you have any questions concerning this request, please contact the Planning/Public Works Division Phone 972-412-6166 FAX 972-412-6228 glangford@rowlett.com</p>	<p>RETURN BY FAX OR MAIL City of Rowlett Planning/Public Works Division PO Box 99 Rowlett, TX 75030-0099</p>
---	---



Department of Public Works/Planning Division

NOTICE OF PUBLIC HEARING

Previously submitted written comments will be included in the upcoming public hearing. It is not necessary to resubmit.

TO: Property Owner

RE: Application for a Special Use Permit

LOCATION: The subject property is located at 8800 Lakeview Parkway being further described as Super 1 Foods Addition in the City of Rowlett, 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 requests a Special Use Permit to allow a retail vehicle filling station at 8800 Lakeview Parkway. The applicant is proposing to construct a new grocery store that would include a vehicle filling station. Per the Rowlett Development Code a vehicle filling station requires a special use permit in the General Commercial (C-2) Zoning District. (Case Number SUP13-693).

[X] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

[] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Need taller

Wall / Fence

Behind to Block

Sound

SIGNATURE:

[Signature]

9101 Shipman

ADDRESS:

Rowlett 75088

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FAX 972-412-6228

glanford@rowlett.com

RETURN BY FAX OR MAIL

City of Rowlett

Planning/Public Works Division

PO Box 99

Rowlett, TX 75030-0099



Department of Public Works/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: *[Handwritten Signature]*
ADDRESS: 9010 Shipman St Rowlett TX 75088

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---	---

RECEIVED
FEB 11 2014
PLANNING DEPT.



Department of Public Works/Planning Division

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:

SIGNATURE:

Mandy SteinLuegge

ADDRESS:

9006 Shipman St.

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Department of Public Works/Planning Division

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[X] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

[] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

I TURNED A COPY OF THIS FORM ON 01-14-14 SAYING ALL FOR THE NEW ESTABLISHMENT.

SIGNATURE:

[Handwritten Signature]

ADDRESS:

8918 SHIPYARD ST

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RECEIVED
FEB 03 2014
PLANNING DEPT.

JAN 06 2014

CITY OF ROWLETT
UTILITIES



Department of Public
Works/Planning Division

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Special Use Permit

LOCATION: The subject property is located at 8800 Lakeview Parkway being further described as Super 1 Foods Addition in the City of Rowlett, 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.

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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 property has been vacant and unused for too long. I welcome someone moving into it.*

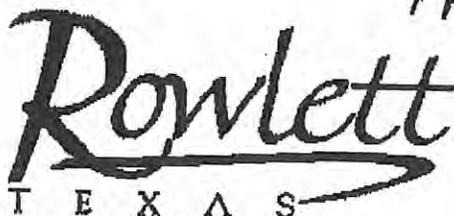
SIGNATURE: *Marking Mitchell*

ADDRESS: *9204 Wilburd St, Rowlett TX*

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---	---



From: *Randalls Food & Drugs LP*
owner of #8809 + #8805

Department of Public
Works/Planning Division

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: *We opposed to a fuel center being built mid block
Fuel offerings are already available at the intersection
The proposed plan will cause traffic problems.*

SIGNATURE: *DA, David P. Hardin, Real Estate Director*

ADDRESS: *3663 Briarpark, Houston, TX 77042*

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**Department of Public
Works/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: *we live directly behind the old Super 1 Foods and don't like the loud noises from the trucks docking behind us.*

SIGNATURE: *J. Yeah Cantrell*

ADDRESS: *9009 Shipman Street*

It's very disturbing

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[] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

[X] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I am opposed due to anticipatory additional light pollution that will be pouring into my house and neighborhood. Also think there are enough grocery stores in this neighborhood and there is a Walmart only 2 miles away. This store is not needed at this location.

SIGNATURE: [Handwritten Signature]

ADDRESS: 9109 Shipman St

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Planning/Public Works Division
PO Box 99
Rowlett, TX 75030-0099



Department of Public Works/Planning Division

NOTICE OF PUBLIC HEARING

RECEIVED

JAN 15 2014

CITY OF ROWLETT UTILITIES

TO: Property Owner

RE: Application for a Special Use Permit

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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: No more big chains, specifically wal-marts. Consider more environmentally friendly/organic companies.

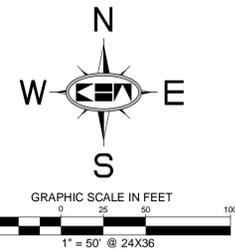
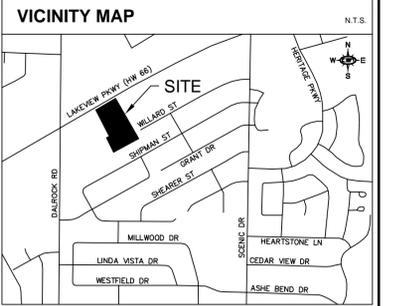
SIGNATURE: [Signature] i.e. Farmers Markets Central Market

ADDRESS: 9201 Willard St.

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CURRENT ZONING: UV-FB (URBAN VILLAGE FORM BASED DISTRICT)
 LAND USE: REGIONAL RETAIL

EXHIBIT "A"
 D66 JOINT VENTURE
 VOLUME 752, PAGE 14 &
 VOLUME 764, PAGE 124
 P.R.R.C.T.

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Hart Survey, Abstract No. 111, City of Rowlett, Rockwall County, Texas and being all of a tract of Super 1 Foods Addition, an Addition to the City of Rowlett, Texas, according to the Final Plat thereof recorded in Cabinet A, Slide 220, Plat Records of Rockwall County, Texas, same being all of a called 5.677 acre tract of land, conveyed to Lakeview Parkway Crossing LLC, as evidenced in a Special Warranty Deed, recorded in Volume 6323, Page 45, Real Property Records of Rockwall County, Texas, and being a portion of Lakeview Parkway (State Highway 66), and being more particularly described as follows:

BEGINNING at a 5/8 inch capped iron rod found stamped "5111" found at the northwest corner of said Super 1 Foods Addition, common to the northeast corner of Lot 1, Block A, Dalrock Crossing Phase 1 Addition, according to the plat thereof recorded in Cabinet H, Slide 150, said Plat records of Rockwall County, Texas, and in the southerly right-of-way line of Lakeview Parkway (State Highway 66), and from which a 5/8 inch capped iron rod found stamped "5111" bears South 59°28'11" West, a distance of 150.00 feet;

THENCE North 29°59'37" West, departing the common north corner of said Lot 1, Block A and said Super 1 Foods Addition, the southerly right-of-way line of Lakeview Parkway (State Highway 66) and crossing said Lakeview Parkway (State Highway 66), a distance of 73.42 to the apparent centerline of said Lakeview Parkway (State Highway 66);

THENCE North 59°41'24" East, along the apparent centerline of said Lakeview Parkway (State Highway 66), a distance of 404.99 feet to a corner;

THENCE South 29° 59' 36" East, departing from said centerline of Lakeview Parkway (State Highway 66), passing at a distance of 71.86 feet, the northeast corner of said Super 1 Foods Addition, continuing along the easterly line of said Super 1 Foods Addition, passing at a distance of 365.51 feet, the most northerly, northwest corner of a 15' wide alley, located in Block L, as created in Highland Meadows North No. 2, an Addition to the City of Rowlett, according to the Final Plat thereof recorded in Cabinet A, Slide 356, said Plat records of Rockwall County, Texas, continuing along the common line of said Super 1 Foods Addition and said alley for a total distance of 680.51 feet to an "X" cut found for the southeast corner of said Super 1 Foods Addition, and also being a re-entrant corner of a 15' wide alley as created in said Highland Meadows North No. 2;

THENCE South 60° 03' 10" West, along the southerly line of said Super 1 Foods Addition and along a northerly line of said 15' wide alley, a distance of 414.99 feet to a 5/8 inch capped iron rod found stamped "5111" for the southwest corner of said Super 1 Foods Addition, same being at the southeast corner of Lot 2, Block 1, CVS Dalrock Addition, Lots 1R and 2, Block 1, as recorded in Cabinet H, Slide 213, said Plat Records of Rockwall County, Texas;

THENCE North 29° 59' 37" West, departing said north line of said 15' wide alley, along the common line of said Super 1 Foods Addition and said Lot 2, a distance of 170.25 feet to a 5/8 inch iron rod found for a corner;

THENCE North 60° 00' 23" East, continuing along the common line of said Super 1 Foods Addition and said Lot 2, a distance of 10.00 feet to a 5/8 inch iron rod found for corner;

THENCE North 29° 59' 37" West, continuing along the common line of said Super 1 Foods Addition and said Lot 2, passing at a distance of 178.44 feet, the southeast corner of aforesaid Lot 1, Block A of Dalrock Crossing Phase 1 Addition, continuing along the common line of said Super 1 Foods Addition and said Lot 1 for a total distance of 434.26 feet (called 434.36 feet) to the POINT OF BEGINNING and containing 6.354 acres of land, more or less.

NOTES:

- According to Map No. 48397C0020 L, dated September 26, 2008 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Rockwall County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, a portion of this property is located in Zone X (unshaded) and is not within a special flood hazard area. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. The floodplain shown is an approximate location as depicted from the maps listed, and is not the result of a flood study performed by the surveyor or KHA.
- Bearings are expressed as grid bearings (Texas State Plane Coordinate System of 1983, North Central Zone 4202, NAD 83 Datum), as determined by GPS observations, using City of Rowlett Geodetic Control Stations A-5, C-5, D-4 and C-3. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999956485.
- The development of the site will be in accordance with the City of Rowlett development standards.

EXHIBIT B - ZONING EXHIBIT
 6.354 ACRES
 SUPER 1 FOODS ADDITION
 J. HART SURVEY, ABSTRACT NO. 111
 CITY OF ROWLETT,
 ROCKWALL COUNTY, TEXAS

SURVEYOR:
 Kimley-Horn and Associates, Inc.
 5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 Tel. No. 972-335-3580
 Contact : Michael B. Marx, R.P.L.S.

APPLICANT:
 Kimley-Horn and Associates, Inc.
 5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 Tel. No. 972-335-3580
 Contact : Kris Holeyfield, P.E.

OWNER:
 Lakeview Parkway Crossing LLC
 1101 King Mark Drive
 Lewisville, Texas 75056
 Tel. No. 214-228-2455
 Contact : Amin Mawani

5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 FIRM # 10193822
 Tel. No. (972) 335-3580
 Fax No. (972) 335-3779

No.	DATE	REVISION DESCRIPTION
1		

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JEG/MBM	KHA	11/13/2013	063362456	1 OF 1

LEGEND
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 IRFC = IRON ROD W/CAP FOUND
 IRF = IRON ROD FOUND
 ESMT = EASEMENT
 C.M. = CONTROLLING MONUMENT
 P.R.R.C.T. = PLAT RECORDS OF ROCKWALL COUNTY, TEXAS
 R.P.R.C.T. = REAL PROPERTY RECORDS, ROCKWALL COUNTY, TEXAS



November 19, 2013

SUP Exhibit C – Statement of Intent and Purpose

■
Suite 200
5750 Genesis Court
Frisco, Texas
75034

The proposed development, located at the Southeast corner of Lakeview Parkway and Dalrock Road, consists of a 41,839 square foot Walmart Neighborhood Market grocery store and a six pump fuel station. The existing site is zoned C-2 General Commercial/Retail and is currently a vacant grocery store. No change is proposed to the existing zoning.

Approval Criteria per Section 77-807.C:

1. The proposed use is consistent with the comprehensive plan and other infrastructure-related plans, all applicable provisions of the Zoning and Development Code, and applicable state and federal regulations.
Response: The proposed use is consistent with all applicable provisions of the Zoning and Development Code for zoning district C-2 General Commercial/Retail and meets all applicable state and federal regulations.
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located.
Response: The proposed use is consistent with the purpose and intent of the C-2 General Commercial/Retail zoning district as set forth in the Zoning and Development code.
3. The proposed use is consistent with any applicable use-specific standards as set forth in subchapter 77-303.
Response: The Neighborhood Market grocery store is listed as an allowed use in Table 3.1-1 for the C-2 General Commercial/Retail zoning district. The fuel station is considered a special use for this zoning district and will meet any applicable use-specific standards.
4. The proposed use is compatible with adjacent uses in terms of scale, site design and operating characteristics.
Response: The proposed use is compatible with adjacent uses which consist of restaurant and retail establishments.
5. The proposed use is compatible with city council goals related to the corridor upon which it is proposed, as applicable.
Response: The proposed grocery store is smaller than the existing grocery store and existing access points will be utilized. Therefore no improvements are expected for Lakeview Parkway (U.S. Highway 66).

6. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent practicable.

Response: No significant adverse impacts are anticipated.

7. The proposed use is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal, and similar facilities.

Response: The proposed site will have adequate access to transportation facilities, water supply, fire and police protection, waste disposal, and similar facilities.