



# City of Rowlett

## Meeting Agenda

### City Council

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

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

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Tuesday, March 4, 2014

5:45 P.M.

Municipal Building – 4000 Main Street

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

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

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

**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 incentives pertaining to an Economic Development Program Agreement with the Rowlett Chamber Foundation for property located at 3840 Main Street. (15 minutes)

**2B.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) and section §551.087 (Economic Development) to seek legal advice and to discuss and deliberate the offer of financial or other incentives pertaining to a potential Economic Development Incentive Agreement for property located at 7000 Scenic Drive. (30 minutes)

**2C.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives, and to consider a letter of intent to fund the acquisition and/or for the development of the Elgin B. Robertson Park property. (10 minutes)

**3. WORK SESSION (6:40 P.M.)\*Times listed are approximate**

**3A.** Update on Stage 3 Water Restrictions from the North Texas Municipal Water District (NTMWD). (20 minutes)

**3B.** Discuss the alignment and Task Authorization #141-NS for the Agreement for Professional Services with Neel-Schaffer Incorporated in the amount of one hundred forty-one thousand five

hundred ninety dollars and zero cents (\$141,590.00) for the engineering design of the Big ARoad 20 Inch Water Transmission Project.(20 minutes)

**4. DISCUSS CONSENT AGENDA ITEMS**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**TEXAS PLEDGE OF ALLEGIANCE**

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

**5. PRESENTATIONS AND PROCLAMATIONS**

**5A.** Presentation of the Rowlett Police Department's, Lifesaving Award to Officers Edgar Borusqueta and Ryan Doherty.

**5B.** Present the monthly Financial Report for the period ending January 31, 2014.

**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 18, 2014, City Council Meeting.

**7B.** Consider action to approve a resolution awarding the bid for the purchase of a Voice over IP (VoIP) telephony system including a five year maintenance agreement to Mitel/Co-Nexus in the amount of \$102,500 through the Interlocal Cooperative Purchasing Agreement with the National Joint Powers Alliance (NJPA) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

**7C.** Consider action to approve a resolution accepting the bid of and awarding a contract to Landmark Structures I, L.P. in the amount of \$3,370,000 for the base bid and up to \$14,400 for an early completion bonus, resulting in a total bid of \$3,384,400 for the Main Street 1.25 Million Gallon Elevated Water Storage Tank. (WS 2/18/14)

- 7D. Consider approving a Joint Election Contract with Dallas County Elections Department for the May 10, 2014, General Election and the possible June 21, 2014, Run-Off Election.
- 7E. Consider action to approve the renewal of the existing contract for prosecutorial services to Attorney Felicita Amy Thomas for the Rowlett Municipal Court of Record No. 1, and authorizing the Mayor to execute said agreement.
- 7F. Consider action to approve a resolution to enter into a Facilities Agreement with Benbrook Winchester, LP for the North Shore Sanitary Sewer Main Construction Project for property located at 3100 Merritt Rd. and to authorize the Mayor to execute the necessary documents. (WS 02/18/14)
- 7G. Consider action to approve a resolution to approve the application of a Texas Criminal Justice Division Grant to purchase 16 P25 portable radios.
- 7H. Consider an ordinance amending the Fiscal Year 2013-14 Adopted Operating and Capital Improvements Program Budget.

**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 approving Major Warrants for property located at 8701 Liberty Grove Road, within the Urban Village Form Based District, for building orientation, block dimension, and building transparency, in order to develop a church.
- 8B. Conduct a public hearing and consider an ordinance approving a Special Use Permit to allow the expansion of a mini-warehouse in the Industrial Overlay District and General Manufacturing (M-2) zoning district for property located at 2416 Lakeview Parkway. (SUP14-697)

**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 28<sup>th</sup> 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](http://www.rowlett.com)

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**AGENDA DATE:** 03/04/14

**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 the request of financial or other partnerships pertaining to an Economic Development Program Agreement with the Rowlett Chamber Foundation for property located at 3840 Main Street. (15 minutes)



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**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 2B

**TITLE**

The City Council shall convene into executive session pursuant to the TEXAS GOVERNMENT CODE, §551.071 (Consultation with Attorney) and section §551.087 (Economic Development) to seek legal advice and discussion pertaining to a potential Economic Development Incentive Agreement for property located at 7000 Scenic Drive. (30 minutes)



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**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 2C

**TITLE**

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park, to consider a letter of intent for the funding of the acquisition and/or for the development of the Elgin B. Robertson Park property. (10 minutes)



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**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 3A

**TITLE**

Update on Stage 3 Water Restrictions from the North Texas Municipal Water District (NTMWD).  
(20 minutes)

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager  
Jim Proce, Assistant City Manager

**SUMMARY**

Staff will provide an overview to City Council regarding the water restrictions as imposed by NTMWD.

**BACKGROUND INFORMATION**

In October of 2013, The North Texas Municipal Water District (NTMWD) Board of Directors had unanimously voted to remain in Stage 3 of the NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan. Continuation of Stage 3 water restrictions was 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.

As part of Stage 3, seasonal landscape watering is limited to once every two weeks with sprinklers or irrigation systems at each service address between November 1 and March 31. The NTMWD Board of Directors is due to review the Stage 3 restrictions.

Lavon Lake, the district's primary water supply, is currently more than 12 feet below the normal conservation level. Lake Chapman, the other key NTMWD reservoir is almost 13 feet low.

Jim Parks, Executive Director of NTMWD, previously stated that NTMWD will get some partial relief when the first phase of the new pipeline from Lake Texoma comes online. The \$310M pipeline will connect Lake Texoma to the Wylie, Texas water treatment plant and allow the NTMWD to resume using the Texoma water supply while minimizing the spread of the invasive zebra mussel. The Texoma supply is anticipated to be fully restored in the Spring of 2014. Staff anticipates getting an update on this information to share with City Council.

**DISCUSSION**

The NTMWD Customer's Meeting will be held on March 3, 2014 from 2:00 p.m. – 4:00 p.m. in the NTMWD Administration Building Training Room in Wylie.

City staff will be in attendance at this meeting for the purpose of getting the most recent updates on the NTMWD plans concerning several items of concern for the region with regard to water supply. The published meeting topics to be covered at the NTMWD meeting include, but are not limited to:

- Water supply update (overview of water supply)
- Lake Texoma project (water supply issues)
- Ozone project update (water purification process)
- Extension of seasonal watering (water restrictions)
- Water use reduction goals (water restrictions)

Staff will provide an update on the items discussed at the NTMWD meeting.

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

N/A

#### **RECOMMENDED ACTION**

No action required. Information only.



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**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 3B

**TITLE**

Discuss the alignment of the proposed 20-Inch Water Main Project, an interconnect project associated with the Upper Pressure Plane, and the resolution for Task Authorization #141-NSC to the Agreement for Professional Services with Neel-Schaffer, Inc. in the amount of \$141,590 for the engineering design of the Big A Road 20-Inch Water Transmission Project.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Infrastructure Services  
Robbin Webber, Assistant Director of Infrastructure Services

**SUMMARY**

This project, formerly known as the "20 Inch Water Line along State Highway (SH) 66 (Lakeview Parkway)", consists of the installation of approximately 4,700 linear feet of 20-inch diameter waterline from President George Bush Turnpike (PGBT) along Big A Road to Rowlett Road south to SH 66. (see Attachment 1)

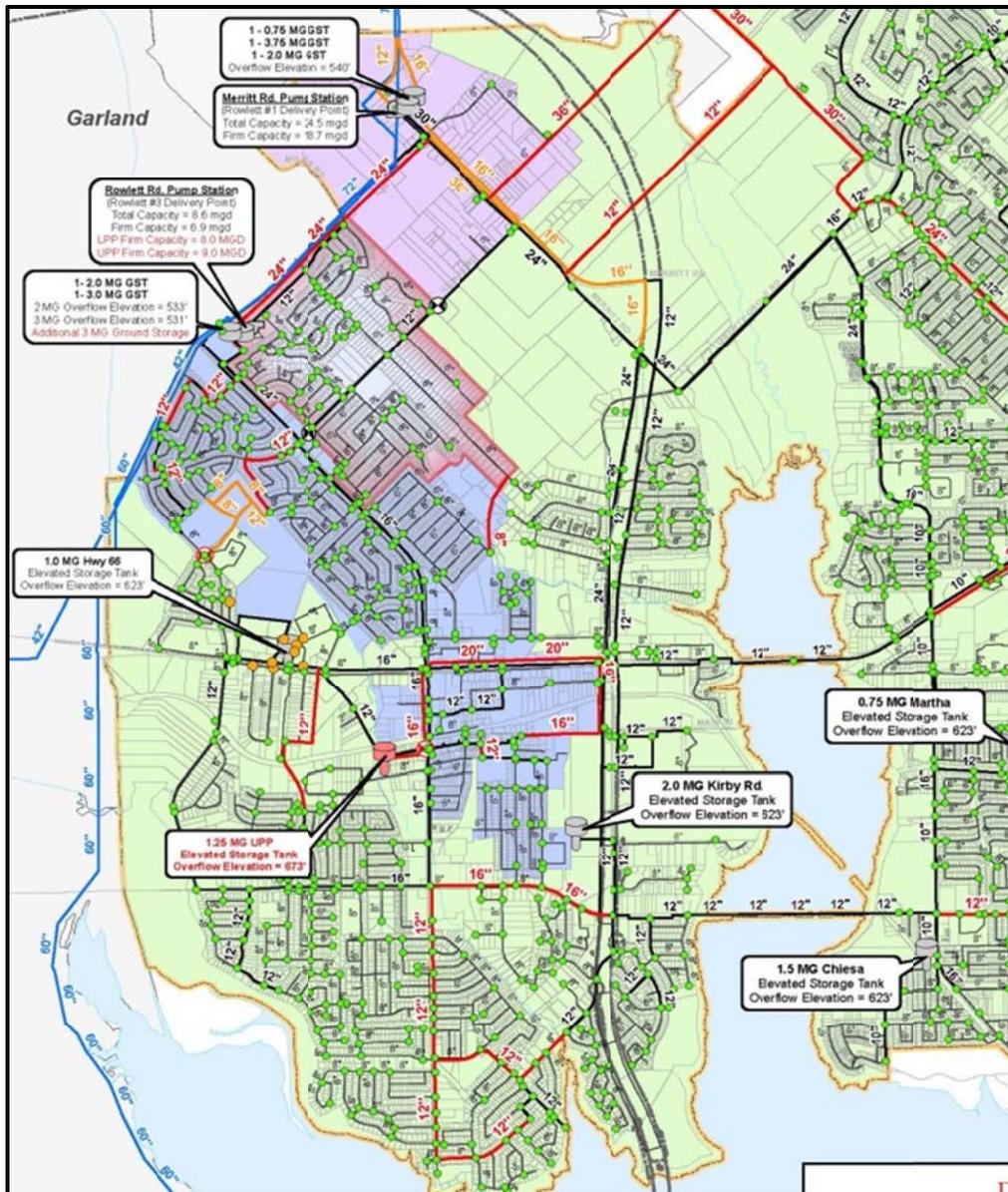
**BACKGROUND INFORMATION**

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 & 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 realignment of the site selection for the 20-Inch Water Main from SH66 to Big A Road was determined by technical need with regard to limited space within the SH66 corridor, disruption to the local businesses, traffic delays and acquisition costs. The proposed alignment on SH66 is very intrusive, and will affect local businesses by causing disruption throughout the installation of the water main. The initial location of the proposed water main has space restrictions due to the forcemain located within the same right-of-way. Texas Commission on Environmental Quality (TCEQ) requirements call for a separation of a minimum of nine (9) linear feet between a sanitary sewer and water main.

## DISCUSSION

Task Authorization #141-NSC& Scope of Services (see Exhibit A) provided by Neel-Schaffer, Inc. is presented in the amount of \$141,590 to provide plans and specifications for the construction of a 20-inch water transmission main on Big A Road.

On January 2, 2013, the City was provided design plans for the Rowlett Road Pump Station and Upper Pressure Plane Improvements, Phase 2 Project, which references the need for this transmission main to ensure connectivity of the Upper Pressure Plane. Staff and Neel-Schaffer, Inc. have identified the realignment (see Attachment 1) of the 20-inch water transmission main (see Exhibit 1). In an effort to ensure connectivity within the distribution system and increase system pressure, this project is of significance and importance to the next phase of completion of the Upper Pressure Plane System.

The proposed design phase is 150 days. The bid and construction phase is 180 days. The total proposed time from design to final construction is 11 months with a total estimated construction cost of \$1.2 Million.

## FINANCIAL/BUDGET IMPLICATIONS

The amount of Task Authorization #141-NSC is \$141,590. Funding is available in Project Number WA1108, Miscellaneous Water Line Repair and Replacement, in which a budget amendment is being presented to Council for approval on March 4, 2014. The funds (\$160,000) are proposed to be reallocated from WA1108, Miscellaneous Water Line Repair & Replacement to WA2110, Big A Road 20-Inch Water Transmission, Account Number 598-8201-530-8002.

From/ To	Project Number	Project Title	Adjustment
FROM	WA1108	Misc. Water Line Repair & Replacement	(\$160,000)
TO	WA2110	Big A Water Line Improvement	\$160,000

Staff will provide final recommendation and tabulation of costs for the March 18<sup>th</sup> City Council meeting.

## RECOMMENDED ACTION

No action required. This is for information only.

## ATTACHMENTS

Exhibit A – Task Authorization #141-NSC& Scope of Services  
Attachment 1 – Location Map

TASK AUTHORIZATION # 141-N5C

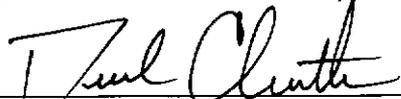
<b>Client:</b> City of Rowlett 4000 Main Street Rowlett, TX 75088 Attn: Sherrelle Diggs, P.E.	<b>City Project No.:</b>																																
	<b>Consultant Project No.:</b>																																
	<b>Date:</b>																																
<b>Project Description:</b> Big A Road 20" Water Transmission																																	
<b>Description of Services:</b> See Attachment A – Scope of Services  <b>Deliverables:</b> See Attachment A – Scope of Services																																	
<b>Compensation shall be as follows:</b>  <table> <tr> <td><b>Basic Services (Fixed Fee Basis)</b></td> <td><b>\$ <u>109,500.00</u></b></td> </tr> <tr> <td>Design Survey</td> <td>\$ 15,600.00</td> </tr> <tr> <td>Design Phase</td> <td>\$ 75,000.00</td> </tr> <tr> <td>Bid Phase</td> <td>\$ 17,500.00</td> </tr> <tr> <td>Expenses</td> <td>\$ 1,400.00</td> </tr> <tr> <td><b>Special Services (Reimbursable Basis - Not-to-Exceed)</b></td> <td><b>\$ <u>32,090.00</u></b></td> </tr> <tr> <td>Permanent Easements</td> <td>\$1,500.00 Each (4 Anticipated) \$ 6,000.00</td> </tr> <tr> <td>Construction Easements</td> <td>\$ 500.00 Each (6 Anticipated) \$ 3,000.00</td> </tr> <tr> <td>NTTA Permit</td> <td>\$1,250.00 Each (1 Anticipated) \$ 1,250.00</td> </tr> <tr> <td>TxDOT Permit</td> <td>\$1,250.00 Each (1 Anticipated) \$ 1,250.00</td> </tr> <tr> <td>Subsurface Utility Engineering (SUE)</td> <td></td> </tr> <tr> <td>- QL A \$1675/Test Hole (6 Test Holes Anticipated)</td> <td>\$10,050.00</td> </tr> <tr> <td>- Survey of QL A</td> <td>\$ 1,000.00</td> </tr> <tr> <td>- QL B \$ 1.45/LF of utility (4700 LF Anticipated)</td> <td>\$ 6,815.00</td> </tr> <tr> <td>- Survey of QL B</td> <td>\$ 1,000.00</td> </tr> <tr> <td>- Traffic Control \$1725/Day (1 Day Anticipated)</td> <td>\$ 1,725.00</td> </tr> </table>		<b>Basic Services (Fixed Fee Basis)</b>	<b>\$ <u>109,500.00</u></b>	Design Survey	\$ 15,600.00	Design Phase	\$ 75,000.00	Bid Phase	\$ 17,500.00	Expenses	\$ 1,400.00	<b>Special Services (Reimbursable Basis - Not-to-Exceed)</b>	<b>\$ <u>32,090.00</u></b>	Permanent Easements	\$1,500.00 Each (4 Anticipated) \$ 6,000.00	Construction Easements	\$ 500.00 Each (6 Anticipated) \$ 3,000.00	NTTA Permit	\$1,250.00 Each (1 Anticipated) \$ 1,250.00	TxDOT Permit	\$1,250.00 Each (1 Anticipated) \$ 1,250.00	Subsurface Utility Engineering (SUE)		- QL A \$1675/Test Hole (6 Test Holes Anticipated)	\$10,050.00	- Survey of QL A	\$ 1,000.00	- QL B \$ 1.45/LF of utility (4700 LF Anticipated)	\$ 6,815.00	- Survey of QL B	\$ 1,000.00	- Traffic Control \$1725/Day (1 Day Anticipated)	\$ 1,725.00
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<b>Schedule shall be as follows:</b> See Attachment B - Schedule																																	

*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.*

This Task Authorization will serve as the notice to proceed.

CONSULTANT: NEEL-SCHAFFER, INC.

CITY OF ROWLETT:

BY: 

BY: \_\_\_\_\_

TITLE: VICE PRESIDENT

TITLE: \_\_\_\_\_

DATE: 1/22/2014

DATE: \_\_\_\_\_

## SCOPE OF SERVICES

### ARTICLE I

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

Provide bid documents and specifications for the **Big A Road 20" Water Transmission** (formerly known as "20-inch line along Highway 66 (Lakeview Pkwy)" as referenced in the Rowlett Rd. PS & Upper Pressure Plane Improvements – Phase 2, dated January 2, 2013), which includes the installation of 20" diameter waterline along Big "A" Road. Beginning at the connection to the existing 24" diameter transmission line adjacent to PGBT service road, west side, proceeding westerly in southern most travel lane for approximately 930 LF through an existing retail shopping center (Target) to west edge of said retail shopping center, at which point, it is proposed to installed 20" waterline on and along northern shoulder within the rights-of-way (ROW) for approximately 2740 LF, crossing Big "A" Road via a cased bore installation, proceeding westerly and southerly on and along southern ROW of Big "A" Road to the east shoulder of Rowlett Road, crossing Rowlett Road via a cased, bore installation, continuing southerly on and along west shoulder of Rowlett Road to the intersection of Lakeview Parkway, ending at the connection to the existing 16" diameter waterline to provide water supply to State Highway 66 Elevated Water tank.

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

- 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"=40' Horizontal; 1"=4' Vertical
- A construction sequencing plan shall be considered for each area of construction.
- 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.

The ENGINEER will be required to 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 be required to utilize this tool throughout the project.

The ENGINEER will coordinate and communicate all design and construction activities with the Engineering Staff.

### **BASIC SERVICES - Section 1 (Fixed Fee Basis)**

#### A. Field Surveying

Survey and prepare a design/topographic survey map for an area limits of rights-of-way (50) feet wide and 4700 feet in length along Big A Road, beginning at PGBT and ending at intersection of Rowlett Road and Lakeview Parkway. 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.

#### B. 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 all 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 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, drives, etc.
4. Evaluate the proposed layout of the new facilities taking the following design criteria into consideration:
  - Access for fire, police and other emergency vehicles
  - Maintenance for service during construction
  - Access for property owners to their respective driveways and adjacent streets
5. Prepare and submit 4 sets of conceptual engineering (30%) plans including layouts, preliminary right-of-way needs and cost estimates.
6. Meet with the CITY to review the submittal.

C. Preliminary Design – Upon approval of Conceptual Engineering Plans, the ENGINEER will prepare preliminary construction plans as follows:

1. Preliminary project plan and profile sheets for proposed water utilities.
2. Existing franchise utilities, based on utilities identified from Dig Tess, and utility easements will be shown on the plan and profile sheets. The ENGINEER will coordinate 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.
3. Horizontal and vertical control plan that locates all proposed and existing facilities. Legal descriptions (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
4. Attend 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.
5. Submit 5 copies of the plans to the utility companies for review and comment.

6. Prepare project contract documents including and additional technical specifications required.
7. Meet with TxDOT or NTTA to verify requirements or permits that relate to the project.
8. Investigate potential 404 permitting requirements.
9. Field-check preliminary drawings and specifications.
10. Prepare a preliminary estimate of probable construction cost and submit with four (4) sets of full-size plans (60%).
11. ENGINEER shall meet with the CITY during this phase to discuss the preliminary design.

D. 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. Final project plan and profile sheets for proposed water utilities.
2. Prepare a horizontal control sheet with any required easements or right-of-way shown. Prepare a ROW strip map at 1"=50' scale for use in discussions with franchise utility companies and the CITY.
3. Prepare a construction sequencing plan in accordance with CITY requirements.
4. Prepare the Project Specifications using NCTCOG Standard Specifications for Public Works Construction, 3<sup>rd</sup> 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.
5. Prepare a final estimate of probable construction cost.
6. Furnish CITY four (4) sets of drawings (90%), 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 (4) sets of plans (100%) and specifications stamped "Final".
7. Attend review meetings 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.
8. ENGINEER will submit the project plans to the state for the TAS/ADA review. ENGINEER will prepare the application and make the submittal. The CITY will provide a check for the fee based on the construction cost per the submittal requirements. ENGINEER will address comments from the review and revise plans if necessary.
9. Attend a utility coordination meeting to start relocation process with affected franchise utilities.

**ANTICIPATED SHEET LIST**

- 1. COVER SHEET**
- 2. PROJECT GENERAL NOTES**
- 3. OVERALL WATER MAIN LAYOUT AND DIMENSIONAL CONTROL**
- 4. ROW / EASEMENT STRIP MAPS**
- 5. WATER TRANSMISSION PLAN / PROFILE SHEETS**
- 6. SPECIAL DETAILS**
- 7. CITY STANDARD DETAILS**

E. Bidding Phase – ENGINEER will assist the CITY during the bid phase for the project. The following scope of services will be completed for each package.

1. Assist CITY in securing bids. 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 plans 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. ENGINEER will assist CITY staff 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 (15) sets of the drawings and specifications for construction.

**SPECIAL SERVICES - Section 2 (Reimbursable Basis - Not-to-Exceed)****A. Construction Phase**

1. Attend public meeting to discuss the project schedule for construction.
2. The ENGINEER will be expected to provide corrections to design issues that may arise during construction.
3. Attend a pre-construction conference with the CITY, franchise utility companies, and Contractor.

4. 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.
  5. 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.
  6. Conduct, in the company of the ENGINEER and CITY, a substantial completion review of the project for conformance with the design concept of the project and general compliance with the construction contract documents.
  7. Recommend final acceptance of work when acceptable.
  8. Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. Two (2) sets of prints and electronic versions of "Record Drawings" shall be provided by ENGINEER to the CITY. The electronic files will include plans provided in a ".dwg" format and specifications provided in Microsoft Word format.
- B. Easement/ROW Documents (provided during Final Engineering Phase) - Prepare legal metes and bounds description and exhibit for parcels as directed by the CITY and as required for the project.
- C. Permitting Application Forms for Utility Installation with NTTA and/or TxDOT (provided during Final Engineering Phase) - Prepare applications necessary for the installation of proposed utilities within the ROW of said entities.
- D. Subsurface Utility Engineering (SUE)

The ENGINEER will provide the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") - Information derived from existing records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") - Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") - Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of reviewing the "As-Built" documents previously compiled by others. Utilities that are not identified through these efforts will be herein referred to as "unknown" utilities. SUE provider personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, neither ENGINEER nor SUE provider is responsible for designating and locating these "unknown" utilities.

The scope of this Additional Service includes Quality Levels "A" and "B" SUE on and along approximately 950 LF of Big A as it approaches and intersects the PGBT west service road adjacent to Target; and approximately 700 LF on and along Big A Road and Rowlett Road to the intersection of State Highway 66 (Lakeview Pkwy). SUE provider will designate utilities, including service lines, located within the existing ROW of designated area. Test holes will then be excavated at critical locations where conflicts may exist between existing and proposed utilities. For the purpose of this proposal, SUE provider has assumed that 5-6 test holes will be required.

Neel-Schaffer, Inc. +  
Cheatham and Associates  
Task Order No. **141-NSC**

**SCHEDULE**

**Big A Road 20" Water Transmission**

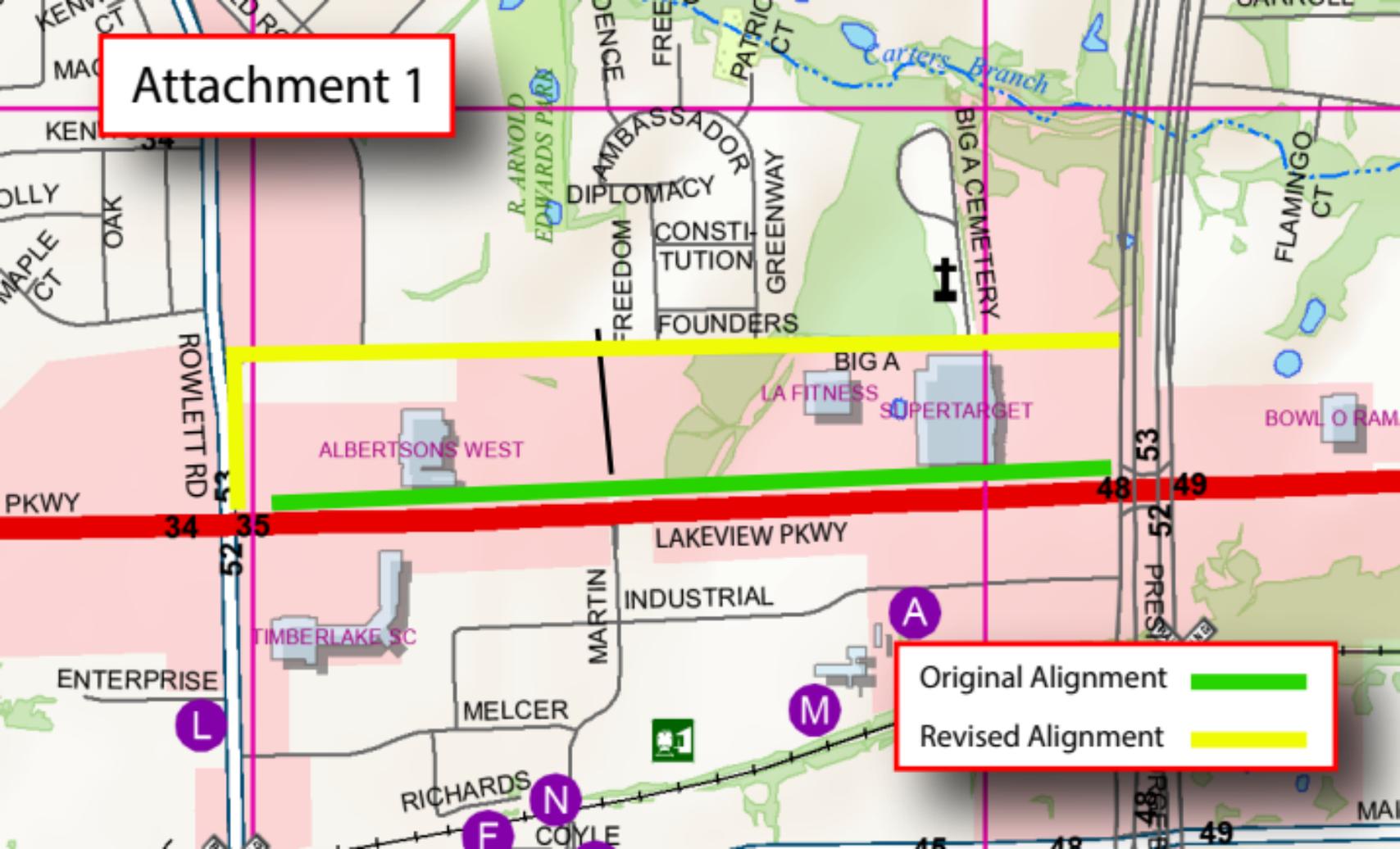
**SCHEDULES (APPROXIMATE)**

Field Survey complete by	<u>March 21, 2014</u>
Conceptual Design complete by	<u>April 25, 2014</u>
Preliminary Design complete by	<u>June 20, 2014</u>
Final Design complete by	<u>August 22, 2014</u>
Begin Construction Phase	<u>October 8, 2014</u>

**Note:**

This schedule is subject to change based on the CITY review process.

# Attachment 1



Original Alignment 

Revised Alignment 



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 3/4/2014

**AGENDA ITEM:**5A

### **TITLE**

Presentation of the Rowlett Police Department's, Lifesaving Award to Officers Edgar Borusqueta and Ryan Doherty.

### **STAFF REPRESENTATIVE**

Mike Brodnax, Chief of Police

### **SUMMARY**

On Sunday, January 5, 2014, at 8:53 a.m., Officers Ryan Doherty #1165 and Edgar Borusqueta #1150 were dispatched to a residence in the 3500 block of Orchid Lane, Rowlett, Texas in reference to a 911 call by a witness that said her husband was trying to commit suicide with a knife in their home.

### **BACKGROUND INFORMATION**

The subject that attempted suicide in this instance is known to the members of the Rowlett Police Department as a mental health consumer. Since 2008, members of the Rowlett Police Department have dealt with this individual no less than eight times when he was experiencing a mental health crisis. On all of these occasions, the subject was taken for mental health evaluations and on three of those occasions he needed medical attention first.

### **DISCUSSION**

On January 5, 2014, at 8:53 a.m., Officers Ryan Doherty and Officer Edgar Borusqueta were dispatched to a residence in the 3500 block of Orchid Lane due to a suicidal subject who was actively engaged in causing serious injury to himself with a large knife. Officer Doherty arrived on scene first and placed himself between the suicidal subject and the other two occupants of the home, one of whom was his wife who had initiated the 911 call. Officer Doherty was told that the subject was not taking his medication, which resulted in Officer Doherty not being able to gain the attention of the subject. With the subject not responding to Officer Doherty's commands, he was temporarily unable to prevent the subject from continuing to harm himself with the knife. Officer Borusqueta arrived on scene to assist Doherty and both Officers took decisive actions that ultimately caused the subject to stop hurting himself. The Officers' decisions to use force on the suicidal subject prevented the subject from inflicting more harm on himself or anyone else. The Officers were able to control the subject until paramedics arrived and were able to render medical attention.

Rowlett Paramedics arrived at the home and were able to immediately enter a safe environment to render aid to the injured subject and eventually transport the individual to a medical facility.

Due to the training and teamwork that Officers Doherty and Borusqueta displayed, they had a direct impact on saving this individual's life that night. This subject was actively demonstrating his ability to commit grievous bodily injury to himself and without the immediate actions of these two officers, this call could have ended tragically.

The Rowlett Police Department's Meritorious Board met to review the officers' actions in this incident and unanimously recommended that they receive the Life Saving Award. I agree with the Board's recommendation and bestow upon these officers the Department's Life Saving Award.

#### **ATTACHMENTS**

Attachment 1: Memorandum from Sgt. A. Castiglione to Chief W. M. Brodnax

Attachment 2: Memorandum from Lt. M. McGough to Chief W. M. Brodnax



# Memorandum

January 13, 2014

To: Chief W.M Brodnax  
From: Sgt Castiglione

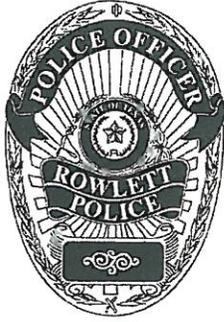
Subject: Recommendation for Life Saving Award – Officers Ryan Doherty and Edgar Borusqueta

On January 5, 2014 at 8:53 a.m., Officer Ryan Doherty and Officer Edgar Borusqueta were dispatched to 3501 Orchid Lane due to a suicidal subject who was cutting himself. Officer Doherty arrived on scene and placed himself between the suicidal subject and the two occupants of the home. Doherty made several attempts to gain the attention of the suicidal subject who had not been taking his medication for several weeks and was actively hurting himself. Officer Borusqueta came to the aid of Doherty and both officers took action to prevent the suicidal subject from continuously hurting himself. The officer's decision to use force on the suicidal subject prevented the subject from inflicting more harm on himself or anybody else. The officers were able to control the subject until the paramedics arrived and were able to render medical attention.

Rowlett Paramedic arrived on scene and was able to immediately enter a safe environment to render aid to the suicidal subject. The paramedics were able to render aid and transport the suicidal subject to a medical facility. Doherty and Borusqueta had a direct impact on prolonging the life of the suicidal subject. I recommend both Doherty and Borusqueta be recognized for their contribution in saving the suicidal subject's life and be awarded the Rowlett Police Department Life Saving Award.

Sincerely,

AM Castiglione  
Sergeant



# Memorandum

**To:** Chief W. M. Brodnax  
**From:** Lt. Mike McGough  
**Date:** January 23, 2014  
**Subject:** Meritorious Conduct Board

Chief Brodnax,

A Meritorious Conduct Board was held on 1/23/2014 at 9:00am to discuss the recommendation for a Life Saving Award for Officers Ryan Doherty and Edgar Borusqueta. The board consisted of Lt. Mike Godfrey, Officers Robbie Steed and Kristi Savage and civilian Gracie Richardson. The incident occurred on 1/5/2014 at 3501 Orchid involving a suicidal subject who had severely cut his own throat with a knife.

The board unanimously recommended both Officers receive the Life Saving Award for their actions during this event.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike McGough", with a long horizontal line extending to the right.

Mike McGough #1027  
Lieutenant  
Professional Standards



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 3/4/2014

**AGENDA ITEM:** 5B

**TITLE**

Hear presentation of the Monthly Financial report for the period ending January 31, 2014.

**STAFF REPRESENTATIVE**

Alan Guard, Director of Financial and Information Services

**SUMMARY**

Attached is the Comprehensive Monthly Financial Report for January, 2014, in accordance with the City Council's financial strategy to provide timely and accurate reporting. The fiscal year for the City of Rowlett is October 1 through September 30. Four months of FY 2014, or 33.3% of the fiscal year is complete.

**BACKGROUND INFORMATION**

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

**DISCUSSION**

Attached is the Comprehensive Monthly Financial report for January 2014. Four months of FY2014, or 33.3 percent of the fiscal year is complete.

**Revenues:** Overall, the City has earned or received \$38.4 million for FY2014. This amount is 47.2 percent of the approved operating budget of \$81.4 million and is 2.2 percent more than forecast through the month of January.

- General Fund revenues are \$1.1 million or 6.1 percent higher than expected.
- Utility Fund revenues are \$0.4 million or 4.3 percent lower than expected.

**Expenditures:** Expenses totaled \$22.0 million year-to-date for FY2014. This amount is 26.6 percent of the approved operating budget of \$82.7 million and is 4.3 percent lower than forecast through the month of January.

- General Fund expenditures are \$0.8 million or 7.1 percent lower than expected.
- Utility Fund expenditures are \$81 thousand or 1.1 percent higher than expected.

**Surplus:** The net surplus from operations through January is \$16.4 million, which is \$1.8 million better than expected at this point in the year. The adopted operating budget for the fiscal year anticipates a total decrease of \$1.3 million.

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

N/A

#### **RECOMMENDED ACTION**

Information only. The Comprehensive Monthly Financial Report – January 31, 2014, is attached to this agenda item as Attachment 1.

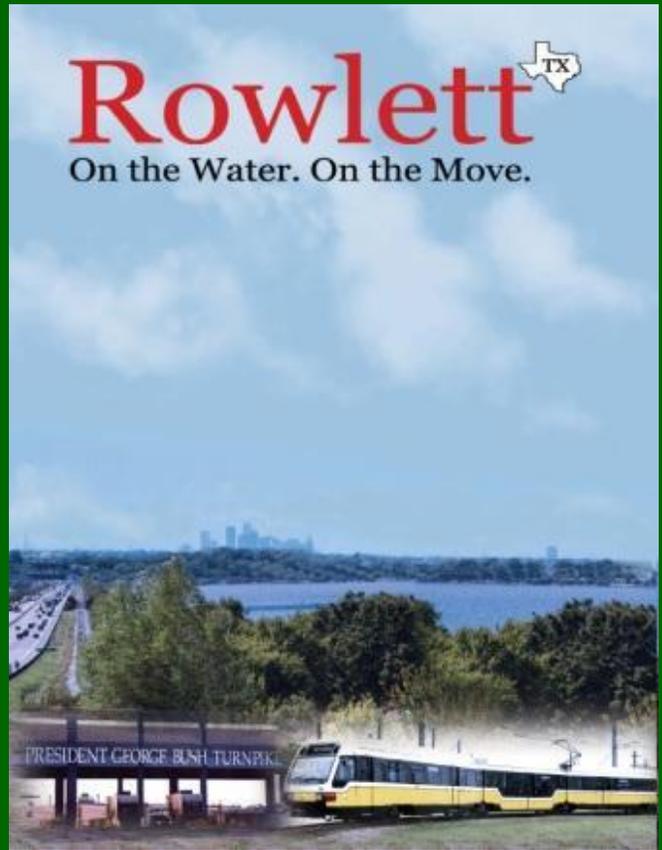
#### **ATTACHMENTS**

Attachment 1 – Comprehensive Monthly Financial Report – January 31, 2014



# **Comprehensive Monthly Financial Report**

**January 2014**





# MONTHLY FINANCIAL REPORT

## PERFORMANCE AT A GLANCE

**JANUARY 2014**

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

### PERFORMANCE INDICATORS

**POSITIVE**

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

**WARNING**

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

**NEGATIVE**

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

**ECONOMIC INDICATORS**

**JANUARY 31, 2014 – NEWS FOR YOU**

**ECONOMY**

**National GDP:** 

GDP - the output of goods and services produced by labor and property located in the US – increased at a rate of 3.2% in the 4th quarter of 2013 after increasing 4.1% in the 3rd quarter of 2013 as reported by the Bureau of Economic Analysis. The slowdown in growth reflected a slowdown in inventory investment, reflecting slower growth in both structures and equipment.

**Texas Retail Sales:** 

Texas retail sales totaled \$40.1 billion for the month of November, an increase of \$1.6 billion (4.2%) over November 2012.

**Texas Leading Index:** 

The Texas Leading Index is a single summary statistic that sheds light on the future of the state's economy. The index is a composite of eight leading indicators—those that tend to change direction before the overall economy. The index increased 1.2% between the months of October and November.

**UNEMPLOYMENT**

**National Unemployment:** 

The national unemployment rate decreased from 6.7% in December to 6.6% in January.

**State-Wide:** 

The Texas unemployment rate for Dec., 2013 was 6.0%, 0.1% less than November, 2013.

**Rowlett:** 

The City of Rowlett unemployment rate for December, 2013 was 5.3%, 0.1% less than November, 2013. Note – city unemployment rates are not seasonally adjusted.

Attached is the Comprehensive Monthly Financial report for January 2014. Four months of FY 2014, or 33.3% of the fiscal year is complete.

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**NOTEWORTHY**

**STAGE 3 WATER RESTRICTIONS EXTENDED THROUGH MARCH 31, 2014**

The North Texas Municipal Water District (NTMWD) Board of Directors has unanimously voted to remain in Stage 3 water restrictions. Continuation of Stage 3 is 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.

**IT'S ELECTION SEASON**

Tuesday, March 4th is the party primaries for state races and Saturday, May 10th is the City's General Election. For information relating to election dates, times, and locations, please visit the Dallas County Elections website.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
January 31, 2014**

**BUDGET SUMMARY OF ALL FUNDS FY2014**

	2014 <u>Budget</u>	2014 <u>Forecast</u>	2014 <u>Year-to-Date</u>	<u>Variance</u>
	\$ 16,862,505	\$ 16,862,505	\$ 16,862,505	0.0%
<b>Beginning Reserves</b>				
<b>Revenues:</b>				
General	33,671,772	18,318,357	19,431,912	6.1%
Water & sewer	27,531,543	8,787,880	8,411,700	-4.3%
Debt service	8,246,662	6,757,819	6,831,608	1.1%
Drainage	1,346,939	448,847	442,676	-1.4%
Refuse	4,835,889	1,611,249	1,590,098	-1.3%
Employee health benefits	4,095,123	1,365,041	1,262,748	-7.5%
Impact fees	44,357	13,322	103,523	677.1%
Police seizure	100,550	33,517	27,587	-17.7%
Economic development	316,694	105,565	105,510	-0.1%
Innovations	-	-	611	0.0%
Hotel/motel tax	47,752	16,021	17,725	10.6%
P.E.G.	85,042	20,972	21,051	0.4%
Grants	41,838	9,297	15,191	63.4%
Community Development Block Grant	191,254	63,752	159,927	150.9%
Inspection Fees Fund	169,333	56,444	-	-100.0%
Juvenile diversion	33,281	11,094	10,488	-5.5%
Court technology	26,936	8,979	8,525	-5.1%
Court security	20,035	6,678	6,149	-7.9%
Golf course	601,728	279	930	233.7%
<b>Total Revenues</b>	<b>\$ 81,406,728</b>	<b>\$ 37,635,112</b>	<b>\$ 38,447,958</b>	<b>2.2%</b>
<b>Expenses:</b>				
General	35,001,079	11,490,887	10,678,905	-7.1%
Water & sewer	27,403,823	7,600,518	7,681,803	1.1%
Debt service	8,246,662	190,584	163,855	-14.0%
Drainage	1,303,580	295,661	268,565	-9.2%
Refuse	4,778,613	1,600,874	1,563,383	-2.3%
Employee health benefits	4,070,097	1,356,699	1,052,873	-22.4%
Impact fees	30,000	10,000	-	-100.0%
Police seizure	100,550	33,517	274,176	718.0%
Economic development	355,588	112,885	110,929	-1.7%
Innovations	224,605	74,868	-	-100.0%
Hotel/motel tax	42,749	14,250	(190)	-101.3%
P.E.G.	71,811	22,096	20,918	-5.3%
Grants	41,838	9,297	15,191	63.4%
Community Development Block Grant	191,254	63,752	159,927	150.9%
Inspection Fees Fund	146,144	48,715	-	-100.0%
Juvenile diversion	33,210	11,070	8,694	-21.5%
Court technology	29,145	9,715	20,243	108.4%
Court security	24,102	8,034	9,499	18.2%
Golf course	601,728	60,852	-	-100.0%
<b>Total Expenses</b>	<b>\$ 82,696,578</b>	<b>\$ 23,014,272</b>	<b>\$ 22,028,771</b>	<b>-4.3%</b>
<b>Current Year Surplus/(Shortfall)</b>	<b>\$ (1,289,850)</b>	<b>\$ 14,620,840</b>	<b>\$ 16,419,187</b>	<b>-212.3%</b>
<b>Ending Reserves</b>	<b>\$ 15,572,655</b>	<b>\$ 31,483,345</b>	<b>\$ 33,281,692</b>	<b>5.7%</b>

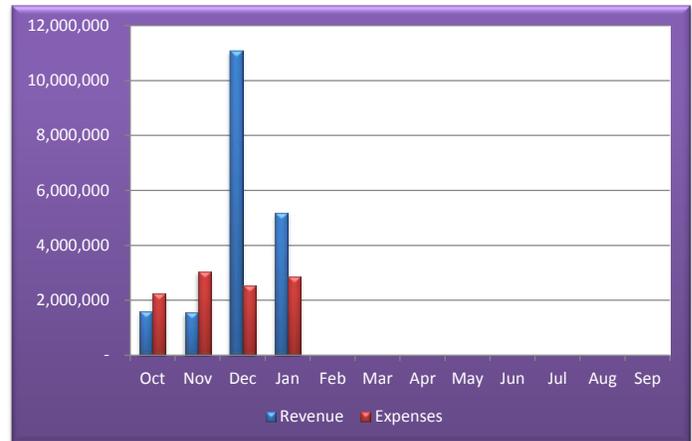
Positive
Warning
Negative

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

**OVERALL FUND PERFORMANCE**

**GENERAL FUND REVENUES VS EXPENSES FY2014**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	1,600,503	2,235,034	\$ (634,531)
Nov	1,555,810	3,052,790	(1,496,980)
Dec	11,090,742	2,532,120	8,558,622
Jan	5,184,857	2,858,962	2,325,895
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
<b>Total</b>	<b>\$ 19,431,912</b>	<b>\$ 10,678,905</b>	<b>\$ 8,753,007</b>
<b>Cumulative Forecast</b>	<b>\$ 18,318,357</b>	<b>\$ 11,490,887</b>	<b>\$ 6,827,470</b>
<b>Actual to Forecast \$</b>	<b>\$ 1,113,555</b>	<b>\$ (811,981)</b>	<b>\$ 1,925,537</b>
<b>Actual to Forecast %</b>	<b>6.1%</b>	<b>-7.1%</b>	



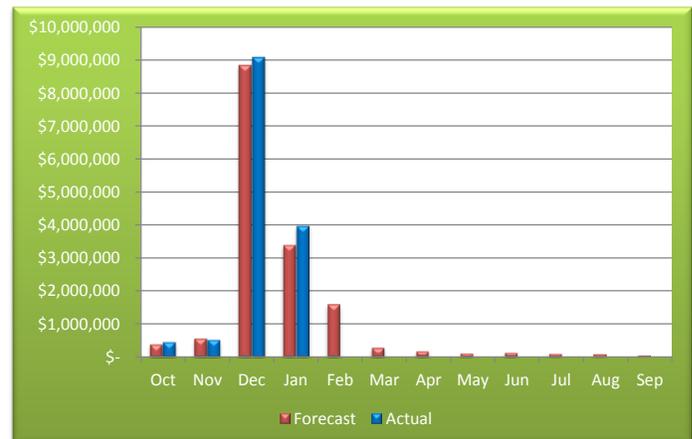
Positive

Cumulatively overall, the General Fund is better than forecasted for this time of the year, with revenues exceeding the forecast by 6.1% and expenses 7.1% lower than forecasted. These differences are primarily due to higher than expected property tax collections, vacancy savings and lower than expected supplies expenses.

**REVENUE ANALYSIS**

**PROPERTY TAXES FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 388,488	\$ 460,233	\$ 71,745
Nov	561,872	531,720	(30,152)
Dec	8,847,877	9,078,518	230,641
Jan	3,403,794	3,978,058	574,264
Feb	1,608,725	-	-
Mar	290,844	-	-
Apr	184,755	-	-
May	117,901	-	-
Jun	140,464	-	-
Jul	102,440	-	-
Aug	89,645	-	-
Sep	50,372	-	-
<b>Total</b>	<b>\$ 15,787,177</b>	<b>\$ 14,048,528</b>	<b>\$ 846,497</b>
<b>Actual to Forecast</b>			<b>8.6%</b>



Positive

Property taxes represents nearly 50% of the total General Fund revenue budget and serves as the primary funding source for the general government. Property taxes are generally collected in December of each year. Cumulatively overall, property tax revenues are 8.6% higher than forecasted for this time of the year.

**REVENUE ANALYSIS**

**SALES TAXES FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 459,941	\$ 427,851	\$ (32,090)
Nov	394,348	414,283	19,935
Dec	558,732	565,590	6,858
Jan	389,630	<b>389,630</b>	-
Feb	361,544		
Mar	485,196		
Apr	416,016		
May	417,960		
Jun	557,046		
Jul	410,975		
Aug	434,864		
Sep	526,923		
<b>Total</b>	<b>\$ 5,413,175</b>	<b>\$ 1,797,353</b>	<b>\$ (5,298)</b>
<i>Actual to Forecast</i>			<i>-0.4%</i>



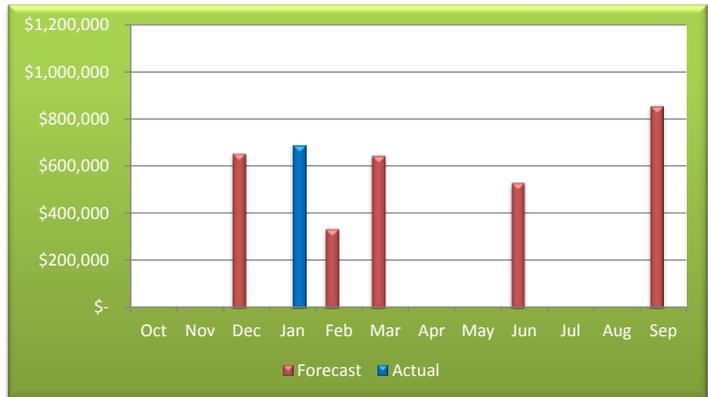
Positive

Sales tax is an important indicator of financial health for the Rowlett community. Sales taxes are collected by the State Comptroller and are recorded two months later. The sales taxes reported here for December are 1.2% higher than projected. Cumulatively, sales taxes are 0.4% below projected. Sales taxes for January are an estimate.

**REVENUE ANALYSIS**

**FRANCHISE FEES FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	-	-	-
Dec	652,928	-	(652,928)
Jan	-	686,530	686,530
Feb	333,775		
Mar	642,098		
Apr	-		
May	-		
Jun	528,568		
Jul	-		
Aug	-		
Sep	852,633		
<b>Total</b>	<b>\$ 3,010,000</b>	<b>\$ 686,530</b>	<b>\$ 33,603</b>
<i>Actual to Forecast</i>			<i>5.1%</i>



Positive

Franchise fees represents nearly 10% of the total General Fund budget and include electric, gas, cable and telecommunications. Most fees are paid quarterly with natural gas being paid yearly in February. Franchise payments are currently 5.1% higher than projected for the fiscal year.

**OVERALL FUND PERFORMANCE**

**UTILITY FUND REVENUES VS EXPENSES FY2014**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 2,506,570	\$ 1,769,999	\$ 736,571
Nov	2,111,806	2,053,463	58,343
Dec	1,899,070	1,913,043	(13,973)
Jan	1,894,254	1,945,298	(51,044)
Feb			-
Mar			-
Apr			-
May			-
Jun			-
Jul			-
Aug			-
Sep			-
<b>Total</b>	<b>\$ 8,411,700</b>	<b>\$ 7,681,803</b>	<b>\$ 729,897</b>
<b>Cumulative Forecast</b>	<b>\$ 8,787,880</b>	<b>\$ 7,600,518</b>	<b>\$ 1,187,363</b>
<b>Actual to Forecast \$</b>	<b>\$ (376,180)</b>	<b>\$ 81,286</b>	<b>\$ (457,466)</b>
<b>Actual to Forecast</b>	<b>-4.3%</b>	<b>1.1%</b>	



**Negative**

Utility fund revenues are 4.3% lower than forecast, and expenses are 1.1% higher than expected. These differences are primarily due to lower than expected water and sewer revenues and higher than expected personnel costs.

**REVENUE ANALYSIS**

**SEWER REVENUES FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 919,553	\$ 950,609	\$ 31,056
Nov	907,875	832,809	(75,066)
Dec	942,658	791,813	(150,845)
Jan	738,313	788,346	50,033
Feb	750,346		
Mar	837,264		
Apr	847,397		
May	886,960		
Jun	884,119		
Jul	1,006,135		
Aug	1,014,318		
Sep	1,058,609		
<b>Total</b>	<b>\$ 10,793,547</b>	<b>\$ 3,363,577</b>	<b>\$ (144,822)</b>
<b>Actual to Forecast</b>			<b>-5.2%</b>



**Negative**

Sewer sales represent over 40% of the Utility Fund budget and cover the cost of sewer treatment paid to City of Garland. Cumulatively overall, sewer revenues are 5.2% lower than forecasted for this time of year.

**REVENUE ANALYSIS**

**WATER REVENUES FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 1,256,608	\$ 1,432,250	\$ 175,642
Nov	1,350,960	1,153,189	(197,771)
Dec	1,260,545	1,019,459	(241,086)
Jan	1,121,060	995,804	(125,256)
Feb	983,482		
Mar	1,114,506		
Apr	1,167,772		
May	1,239,689		
Jun	1,278,088		
Jul	1,552,096		
Aug	1,663,331		
Sep	1,831,139		
<b>Total</b>	<b>\$ 15,819,276</b>	<b>\$ 4,600,702</b>	<b>\$ (388,471)</b>
<i>Actual to Forecast</i>			<i>-10.0%</i>



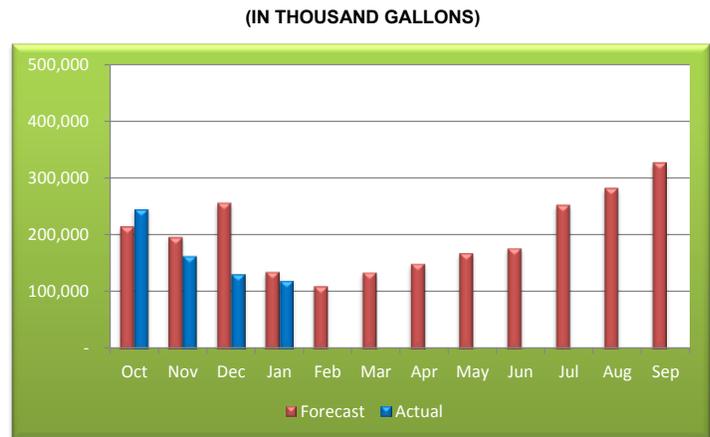
**Negative**

Water sales represent just over 50% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District. Water revenues are 10.0% less than forecasted for this time of year.

**REVENUE ANALYSIS**

**WATER USAGE FY2014**

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	214,791	244,924	30,133
Nov	196,050	163,192	(32,858)
Dec	256,386	131,044	(125,342)
Jan	135,250	119,810	(15,440)
Feb	109,903		
Mar	134,556		
Apr	149,742		
May	168,338		
Jun	176,946		
Jul	252,733		
Aug	282,281		
Sep	326,843		
<b>Total</b>	<b>2,403,819</b>	<b>658,970</b>	<b>(143,508)</b>
<i>Actual to Forecast</i>			<i>-21.5%</i>



**Negative**

The City purchases its water from the North Texas Municipal Water District. Customer usage is 21.5% lower than forecasted for this time of the year. The contract with NTMWD requires the City to pay for a minimum of 3.2 billion gallons of water per year.

**OVERALL FUND PERFORMANCE**

**REFUSE FUND REVENUES VS EXPENSES FY2014**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 393,619	\$ 395,068	\$ (1,449)
Nov	396,211	388,645	7,567
Dec	401,618	388,287	13,331
Jan	398,650	391,384	7,266
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
<b>Total</b>	<b>\$ 1,590,098</b>	<b>\$ 1,563,383</b>	<b>\$ 26,715</b>
<b>Cumulative Forecast</b>	<b>\$ 1,611,249</b>	<b>\$ 1,600,874</b>	<b>\$ 10,375</b>
<b>Actual to Forecast \$</b>	<b>\$ (21,151)</b>	<b>\$ (37,491)</b>	<b>\$ 16,340</b>
<b>Actual to Forecast</b>	<b>-1.3%</b>	<b>-2.3%</b>	



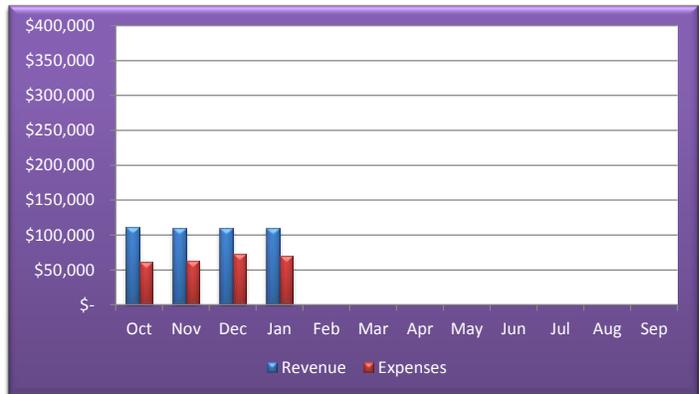
**Warning**

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are currently 1.3% lower than forecasted, and expenses are 2.3% lower than forecasted.

**OVERALL FUND PERFORMANCE**

**DRAINAGE FUND REVENUES VS EXPENSES FY2014**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 111,003	\$ 61,084	\$ 49,919
Nov	110,081	63,512	46,569
Dec	110,877	73,691	37,186
Jan	110,715	70,278	40,437
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
<b>Total</b>	<b>\$ 442,676</b>	<b>\$ 268,565</b>	<b>\$ 174,111</b>
<b>Cumulative Forecast</b>	<b>\$ 448,847</b>	<b>\$ 295,661</b>	<b>\$ 153,186</b>
<b>Actual to Forecast \$</b>	<b>\$ (6,172)</b>	<b>\$ (27,096)</b>	<b>\$ 20,924</b>
<b>Actual to Forecast</b>	<b>-1.4%</b>	<b>-9.2%</b>	



**Positive**

The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Cumulatively overall, the fund is better than forecasted for this time of the year, with revenues 1.4% lower than forecasted but expenses 9.2% lower than forecasted.

**OVERALL FUND PERFORMANCE**

**DEBT SERVICE FUND REVENUES VS EXPENSES FY2013**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 242,680	\$ 13,921	\$ 228,759
Nov	276,231	130,274	145,957
Dec	4,377,953	7,593	4,370,360
Jan	1,934,745	12,067	1,922,678
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
<b>Total</b>	<b>\$ 6,831,608</b>	<b>\$ 163,855</b>	<b>\$ 6,667,753</b>
<b>Cumulative Forecast</b>	<b>\$ 6,757,819</b>	<b>\$ 190,584</b>	<b>\$ 6,567,235</b>
<b>Actual to Forecast \$</b>	<b>\$ 73,789</b>	<b>\$ (26,729)</b>	<b>\$ 100,518</b>
<b>Actual to Forecast</b>	<b>1.1%</b>	<b>-14.0%</b>	



Positive

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Overall, the fund is better than forecasted, with revenues 1.1% higher than projected as a result of better than expected property tax collections, and expenses 14.0% lower than expected. The fund makes semi-annual debt payments in February and August.

**OVERALL FUND PERFORMANCE**

**EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2013**

<u>Month</u>	<u>2014 Revenue</u>	<u>2014 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 377,939	\$ 348,484	\$ 29,455
Nov	313,479	182,787	130,692
Dec	267,500	268,769	(1,269)
Jan	303,830	252,833	50,997
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
<b>Total</b>	<b>\$ 1,262,748</b>	<b>\$ 1,052,873</b>	<b>\$ 209,875</b>
<b>Cumulative Forecast</b>	<b>\$ 1,365,041</b>	<b>\$ 1,356,699</b>	<b>\$ 8,342</b>
<b>Actual to Forecast \$</b>	<b>\$ (102,293)</b>	<b>\$ (303,826)</b>	<b>\$ 201,533</b>
<b>Actual to Forecast</b>	<b>-7.5%</b>	<b>-22.4%</b>	



Positive

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured fund. Overall, revenues are 7.5% lower than forecasted due to vacant positions (lower than expected employee contributions). Expenses are 22.4% lower than forecasted due to lower than expected claims.



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

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

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**AGENDA DATE:** 03/4/14

**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  
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**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the February 18, 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 18, 2014, City Council Meeting.

**ATTACHMENTS**

02-18-14 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.*

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Tuesday, February 18, 2014

5:30 P.M.

Municipal Building – 4000 Main Street

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

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

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

**1. CALL TO ORDER**

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

**2. EXECUTIVE SESSION**

- 2A.** The City Council shall convene into Executive Session pursuant to 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**

Council convened in Executive Session at 8:26 p.m. Out at 8:47 p.m.

- 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**

Council convened in Executive Session at 6:56 p.m. Out at 7:33 p.m.

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

- 3A.** Discuss Replacement of the Telephone System. (30 minutes)

Alan Guard, Director of Financial and Information Services provided background information on

the condition of the telephone system. He reviewed the options for replacement and staff's suggestion. Alan Robbins, VP of Sales and Marketing and Michael Sinclair, President of Co-Nexus were present to answer Council questions. Council discussion regarding previous updates and maintenance on current system.

It was the consensus of Council to consider this at a later date.

- 3B.** Discuss amending the Fiscal Year 2013-14 Adopted Operating and Capital Improvements Program Budget. (30 minutes)

Alan Guard, Director of Financial and Information Services along with Tim Rogers, Director of Infrastructure Services provided an outline of the amendments. Council discussion regarding utilization of fund balance, cash reserve requirements, and the necessity of projects.

It was the consensus of Council to reduce the amount of funds used for projects.

- 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)

John Murray, Director of Human Resources and Risk Management provided background information on the RFP process, the resulting bids, the firm selected, and the study timelines.

- 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)

John Murray, Director of Human Resources and Risk Management reviewed the breakdown of results relating to overall City results, breakdown by departments and tenure. He stated there are plans for a follow-up survey in October.

- 3E.** Discuss the awarding of a contract and potential change order for the Main Street 1.25 Million Gallon Elevated Storage Tank. (30 minutes)

Tim Rogers, Director of Infrastructure Services along with Robbin Webber, Assistant Director of Infrastructure Services, provided background on the elevated water storage tank project and proposed changes as it relates to the Upper Pressure Plane. Council discussion regarding the continued operation of the existing water tower nearby, sufficient size/height of the proposed storage tank.

**4. DISCUSS CONSENT AGENDA ITEMS**

Council took a short break at 6:55 p.m., then convened in Executive Session Item 2B.

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

Reconvene at 7:38 p.m.

**INVOCATION** – Kent Cox, Crossroads Church

## **PLEDGE OF ALLEGIANCE**

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

### **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.

Councilmember Pankratz presented the certificate.

- 5B.** Hear Fourth Quarter Investment Report for September 30, 2013.

Alan Guard, Director of Financial and Information Services, presented the report.

- 5C.** 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, March 4<sup>th</sup> & 18<sup>th</sup>; 5:30pm in City Hall Conference Room; Tuesday, March 11<sup>th</sup>; Work Session starts at 6:00pm in Annex Conference Room. Planning and Zoning Commission meetings will be Tuesday, February 25<sup>th</sup>, March 11<sup>th</sup> & 25<sup>th</sup>, 6pm in City Hall Conference Room. Special Joint Council/Planning and Zoning Commission meeting to review the North Shore Master Plan Thursday, March 27<sup>th</sup>; 6:30pm in City Hall Conference Room. Last day to register to vote in the May 10<sup>th</sup> election, Thursday, April 10<sup>th</sup>. 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 29<sup>th</sup> and have it turned in by 5pm on February 28<sup>th</sup>. Joint Election will be on Saturday, May 10<sup>th</sup>. 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. 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, March 1<sup>st</sup>, 15<sup>th</sup>, & 29<sup>th</sup>, 2-4pm, 4402 Industrial Street. 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. Upcoming Parks and Recreation Events: Easter Egg Hunt – Saturday, April 12<sup>th</sup> – 10:00am – 12:00pm Downtown on Main Street. Easter Pup-A-Palooza– Sunday, April 13<sup>th</sup>- 2:00pm – 4:00pm being held at Herfurth Park. The Library has Saturday Movie + Popcorn @ the Library: “Legend of the Guardian” – Saturday, March 1<sup>st</sup>, 10:30 a.m. Silver Cinema, “Rebecca” – Monday, March 3<sup>rd</sup>, 2 p.m. Saturday Crafts @ the Library – Saturday, March 8<sup>th</sup>, 10:30 a.m. Spring Break Week – Library has activities all week: Monday

devoted to reading & Magic Tree House Building – Monday, March 10<sup>th</sup>, 2:00 p.m. Tuesday, March 11<sup>th</sup>, 2pm – Movie – “Night of the Twisters”. Wednesday, March 12<sup>th</sup>, 2pm – Find out about the technology of transportation with an expert from DART. Thursday, March 13<sup>th</sup>, 2pm – Engineering with Legos. Friday, March 14<sup>th</sup>, 2pm – International Pi Day, Celebrate Einstein’s birthday. Saturday, March 15<sup>th</sup>, 2pm – Movie & popcorn – “Darby O’Gill and the Little People”.

## **6. CITIZENS’ INPUT**

Susan Turek, 7301 Alissa Drive, Rowlett; spoke regarding Senior Citizens of Rowlett (SCOR).

## **7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the February 4, 2014, City Council Meeting.

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

- 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.

**This item was approved as RES-009-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-010-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-011-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-012-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-013-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-014-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-015-14 on the Consent Agenda.**

- 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.

**This item was approved as RES-016-14 on the Consent Agenda.**

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

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

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

- 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)

Garrett Langford, Principal Planner, presented background information on this item. Council discussion regarding project timeline, turning/deceleration traffic lanes, and landscape buffer.

The public hearing opened and closed with one speaker:

Elaine Clemmons, 8413 Luna Drive, Rowlett; spoke in opposition to this item.

**A motion was made by Councilmember Phillips, seconded by Deputy Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-003-14.**

Council adjourned the regular session at 8:21 p.m. then reconvened in Executive Session Item 2A.

**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 8:47 p.m.

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*Todd W. Gottel, Mayor*

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*Laura Hallmark, City Secretary*

*Date Approved: March 4, 2014*



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/2014

**AGENDA ITEM:** 7B

### **TITLE**

Consider action to approve a resolution awarding the bid for the purchase of a Voice over IP (VoIP) telephony system including a five year maintenance agreement to Mitel/Co-Nexus in the amount of \$102,500 through the Interlocal Cooperative Purchasing Agreement with the National Joint Powers Alliance (NJPA) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

### **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, technology was one of the most critical items left to be addressed. 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 still needs to be replaced is the telephony system. Since October 2012, there have been 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.

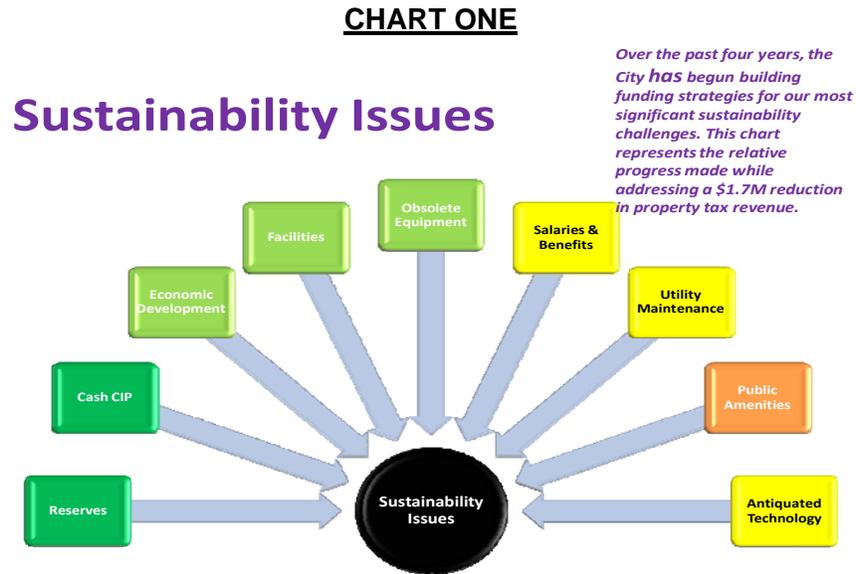
Council was briefed at the February 18, 2014, City Council meeting on the process that staff went through to select Mitel/Co-Nexus as the vendor to replace the City's phone system. There was consensus among the Council to bring the acquisition forward to the March 4, 2014, City Council meeting for approval.

### **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.

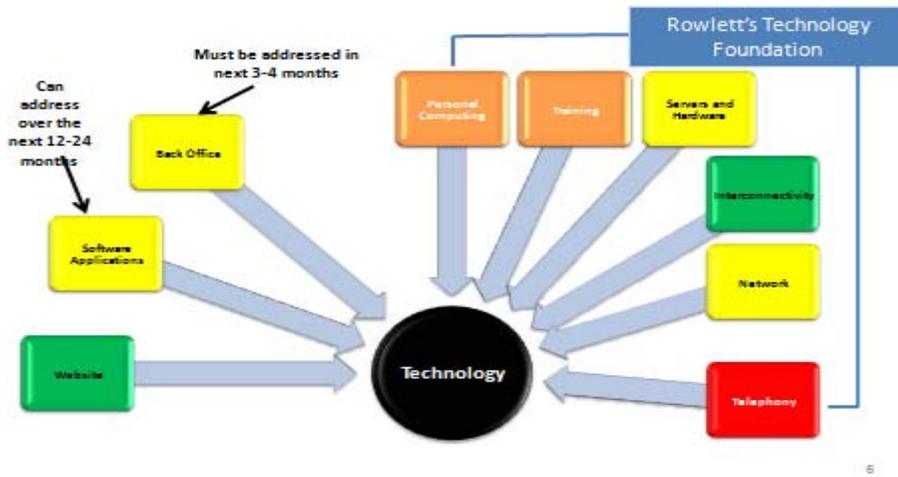
Chart One below graphically illustrates the relative position of our sustainability challenges as of today, with green meaning strong progress has been made, yellow meaning some progress has been made, and orange/red meaning these issues still need to be addressed.



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. The slide below is from the April presentation and describes the state of the technology components as evaluated by Mr. Collins and has been updated to reflect progress.

## CHART TWO



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 Active Directory	Includes evaluating the City's existing <i>Active Directory</i> and making necessary corrections, if necessary, to improve	30,000	30,000	Project completed in FY2013

Item	Project	Description	Original Estimated Total Cost FY2013-FY2017	Estimated FY2013 Cost	Budget FY2014
		reliability.			
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 connectivity	Still under review. Includes evaluation of existing external broadband capabilities	540,000	60,000	60,000
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
	<b>Total</b>		<b>\$2,450,800</b>	<b>\$520,800</b>	<b>\$624,125</b>

Green indicates complete and/or on-going

Yellow indicates in-progress.

## DISCUSSION

As indicated above, the City's telephony systems were determined to be significantly past their useful life and in need of immediate replacement. In addition, the transition to Voice over IP, or VoIP, was only partially completed last year and that approximately 80 telephone units still needed to be switched over. As a result, 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 off-site and the backup system would be on-site.

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/HostedCafe.

The Cisco Hosted Café solution would involve having critical hardware/software components residing in a shared data center, and necessitate the provisioning of added circuits to connect to that center. Integration of the Microsoft 365 Lync application would be additional and would be supported by the IT staff. 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. Integration of the Lync application is included and would be coordinated by Co-nexus.

The two proposals received are summarized as follows:

Mitel/Co-Nexus-

**Hard Costs (new outlays):**

Initial cost including hardware and installation	\$ 55,100
Five year maintenance, upgrades as needed, etc.	<u>47,400</u>
<b>Total Hard Costs</b>	<b><u>\$102,500</u></b>

**Soft Costs (absorbed costs):**

City Costs (Staff hours, network/server allocation)	<u>\$146,265</u>
<b>Total Soft Costs</b>	<b><u>\$146,265</u></b>

**Five year Total Cost of Ownership** **\$248,765**

Cisco Hosted Café-

**Hard Costs (new outlays):**

Hardware purchase including all new phones	\$203,000
Five year hosting fee, maintenance, circuits	<u>620,000</u>

**Total Hard Costs & Five year Total Cost of Ownership** **\$823,000**

Staff has prepared the total cost of ownership (TCO) above in a slightly different format than previously provided. When presenting an on-premise TCO solution, staff will present the Hard Costs (new outlays) separately from the Soft Costs (absorbed costs). This format should be less confusing when comparing this section to the Financial/Budget Implications below. Staff will use this format in future presentations.

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. In addition, staff has had considerable conversation with Co-Nexus representatives regarding service level expectations. This agreement includes a Service Level Agreement (SLA) that includes penalties on Co-Nexus for failing to meet those performance expectations.

Council was briefed at the February 18, 2014, City Council meeting on the process that staff went through to select Mitel/Co-Nexus as the vendor to replace the City's phone system. There was consensus among the Council to bring the acquisition forward to the March 4, 2014, City Council meeting for approval.

### **FINANCIAL/BUDGET IMPLICATIONS**

As part of the technology infrastructure rebuild, funding for this project is included in the FY2014 Adopted Budget as shown below. The proposal includes paying all five years of maintenance up front. Co-Nexus offers a discount of 31.6 percent (\$21,913) if maintenance is paid in advance. The Mitel/Co-Nexus proposal has been slightly modified since the presentation to City Council on February 18, with a slightly lower number for the initial installation (\$55,100 versus \$56,500), and a slightly higher amount for maintenance and support (\$47,400 versus \$46,000) The final total of hard cost for FY2014 remains unchanged at \$102,500.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
101-2030-430-74-05	Purchase Service-Contractual	\$180,000	\$102,500
<b>Total</b>		<b>\$180,000</b>	<b>\$102,500</b>

### **RECOMMENDED ACTION**

City staff recommends the City Council adopt a resolution awarding the bid for the purchase of a Voice over IP (VoIP) telephony system including a five year maintenance agreement to Mitel/Co-Nexus in the amount of \$102,500 through the Interlocal Cooperative Purchasing Agreement with the National Joint Powers Alliance (NJPA) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDING THE BID AND APPROVING THE PURCHASE OF A VOICE OVER IP (VOIP) TELEPHONY SYSTEM INCLUDING A FIVE YEAR MAINTENANCE AGREEMENT TO MITEL/CO-NEXUS IN THE AMOUNT OF \$102,500 THROUGH THE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE (NJPA); AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY APPROVAL, TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID PURCHASE AND TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to replace the existing Telephony System which is critical to conduct the business of the City of Rowlett; and

**WHEREAS**, 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 for conducting City business and for the citizens of Rowlett; and

**WHEREAS**, bids for Telephony Systems have been obtained by the National Joint Powers Alliance (NJPA), which has undergone a competitive bidding procurement process; and

**WHEREAS**, the City of Rowlett has an Interlocal Cooperative Purchasing Agreement established with the National Joint Powers Alliance (NJPA) for the purchase of materials and services; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award the bid for the purchase of a Voice over IP (VoIP) telephony system including a five year maintenance agreement to Mitel/Co-Nexus.

**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 award the bid for the purchase of a Voice over IP (VoIP) telephony system including a five year maintenance agreement to Mitel/Co-Nexus in the amount of \$102,500 through the Interlocal Cooperative Purchasing Agreement with the National Joint Powers Alliance (NJPA).

**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 purchase orders to conform to this resolution.

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

## **ATTACHMENTS**

Exhibit A- City of Rowlett Phone System Work Order





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

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

**AGENDA DATE:** 03/04/14

**AGENDA ITEM:**7C

**TITLE**

Consider action to approve a resolution accepting the bid of and awarding a contract to Landmark Structures I, L.P. in the amount of \$3,370,000 for the base bid and up to \$14,400 for an early completion bonus, resulting in a total bid of \$3,384,400 for the Main Street 1.25 Million Gallon (MG) Elevated Storage Tank.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Infrastructure Services

Robbin Webber, Assistant Director of Infrastructure Services

**SUMMARY**

This project will consist of the construction of a 1.25 MG Elevated Storage Tank to be located at the existing Main Street Lift Station site. In addition to the new composite elevated water storage tank, the project 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.

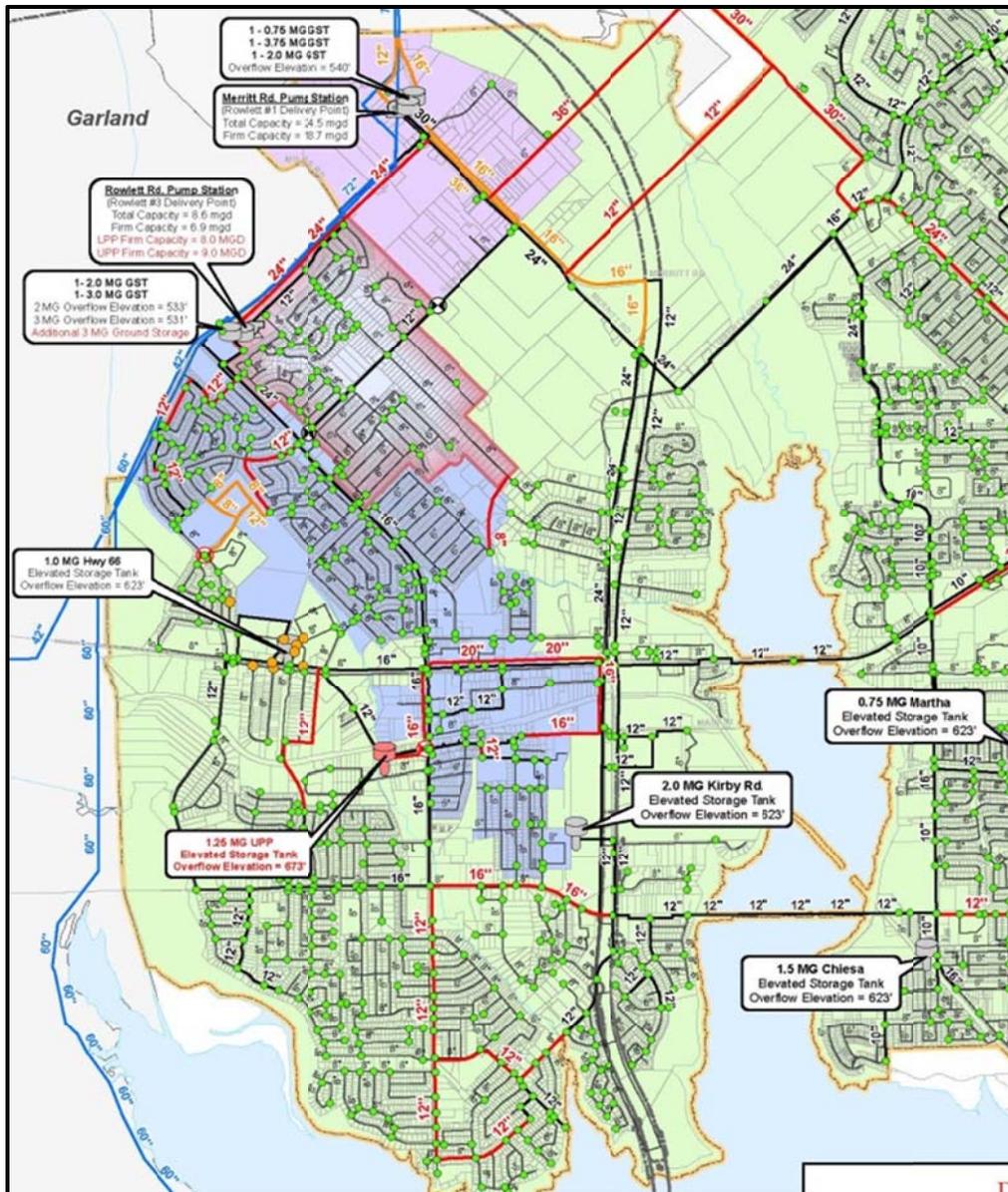
**BACKGROUND INFORMATION**

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 City water pressure throughout the system.

Staff has been working with our two consultants, Freese & 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 the avoidance of residential areas if possible.

# City of Rowlett Elevated Tank

EXHIBIT A

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
<b>*TOTAL</b>					<b>\$2,527,950.00</b>		<b>\$3,370,000.00</b>		<b>\$3,492,127.00</b>



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

TASK AUTHORIZATION #1-NS

<b>Client:</b> City of Rowlett 4000 Main Street Rowlett, TX 75088	<b>City Project No.:</b> ( WA120717 ) <b>Consultant Project No.:</b> NS.11382 <b>Date:</b> 12-05-2012
<b>Project Description:</b> New Elevated Tank - Upper Pressure Plane	
<b>Description of Services:</b> 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)	
<b>Deliverables:</b> Final Construction Documents for the New Elevated Tank Project to serve the upper pressure plane.	
<b>Compensation shall be as follows:</b> <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.	
<b>Total Contracted Fee</b>	<b>\$ 356,580.00</b>

**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.**

This Task Authorization will serve as the notice to proceed.

NEEL-SCHAFFER, INC.:

BY:   
 TITLE: VICE PRESIDENT  
 DATE: 12/10/2012

CITY OF ROWLETT:

BY:   
 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, 3<sup>rd</sup> 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.



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 7D

### TITLE

Consider approving a Joint Election Contract with Dallas County Elections Department for the May 10, 2014, General Election and the possible June 21, 2014, Run-Off Election.

### STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

### SUMMARY

The City of Rowlett is a Home Rule city operating under the Council/Manager form of government. The governing body - the City Council - is comprised of seven members who are elected at large by the voters of Rowlett. The purpose of this item is to contract with the County of Dallas for the provision of election services.

### BACKGROUND INFORMATION

At the February 4, 2014, regular meeting, City Council called for the General Election for the positions of Councilmembers Place 1, Place 3, and Place 5 to be held on Saturday, May 10, 2014. For several years, the City of Rowlett has contracted with Dallas County Elections for the administration of its municipal elections. Participation in this joint election contract, along with the 39 other entities, enables a "bulk" rate pricing structure, which allows us to capitalize on the pricing for quantity. If the City were to administer its own election, the cost would be significantly greater. This participation also allows the City to reap the benefits of the experience and access to the resources of the Dallas County Elections Department.

### DISCUSSION

The contract is the same as it has been over the years and provides for early voting and Election Day voting services, which includes: staffing, equipment and testing, signage, ballot printing, notices, and tabulation. These services will be provided for all Rowlett registered voters within Dallas and Rockwall Counties. Because of the City's participation in the Joint Election Contract, Rowlett registered voters may vote early at the City Hall Annex or any of the Dallas County early voting sites.

Election Day voting will take place, according to precinct, at the following locations:

1A, 2B	CULLINS LAKE POINTE SCHOOL	5701 SCENIC DRIVE	ROWLETT	75088
2920, 2921, 2924, 2925,	COYLE MIDDLE SCHOOL	4500 SKYLINE DRIVE	ROWLETT	75088

2928, 2929				
2922, 2927	SCHRADE MIDDLE SCHOOL	6201 DANDRIDGE ROAD	ROWLETT	75089
2923, 2926	HERFURTH ELEM SCHOOL	7500 MILLER ROAD	ROWLETT	75088

Because we have the possibility of multiple candidates in each position, a run-off election may result. The date selected for the run-off election if necessary, is Saturday, June 21, 2014. The contract also specifies the conduct of the run-off election.

**FINANCIAL/BUDGET IMPLICATIONS**

Rowlett’s anticipated cost is \$13,900.88\*, to be relayed in two equal payments of \$6,950.44 by March 14, 2014, and April 4, 2014. Election costs were budgeted in the amount of \$42,500 in the City Secretary’s budget, elections account number 101-1504-430-7107.

\*This amount is subject to change pending withdrawal of other participating entities; however, budgeted funds are available.

**RECOMMENDED ACTION**

Staff recommends Council approve a Joint Election Contract with Dallas County Elections Department for the May 10, 2014, General Election and the possible June 21, 2014, Run-Off Election.

**ATTACHMENT**

Exhibit A – Joint Election Contract

**ELECTION SERVICES CONTRACT ("Election Services Contract")  
BETWEEN THE DALLAS COUNTY ELECTIONS ADMINISTRATOR ("Elections Administrator")**

**AND**

TOWN OF ADDISON ("TOA")  
CITY OF BALCH SPRINGS ("COBS")  
CITY OF CARROLLTON ("COC")  
CITY OF CEDAR HILL ("COCdH")  
CITY OF COCKRELL HILL ("COCKH")  
CITY OF COPPELL ("COCp")  
CITY OF DESOTO ("CODE")  
CITY OF DUNCANVILLE ("CODu")  
CITY OF FARMERS BRANCH ("COFB")  
CITY OF GARLAND ("COG")  
CITY OF GRAND PRAIRIE ("COGP")  
TOWN OF HIGHLAND PARK ("TOHP")  
CITY OF HUTCHINS ("COH")  
CITY OF IRVING ("COI")  
CITY OF LANCASTER ("COL")  
CITY OF LEWISVILLE ("COLew")  
CITY OF MESQUITE ("COM")  
CITY OF ROWLETT ("CORw")  
CITY OF SACHSE ("COSa")  
CITY OF SEAGOVILLE ("COSe")  
TOWN OF SUNNYVALE ("TOS")  
CITY OF UNIVERSITY PARK ("COUP")  
CITY OF WILMER ("COW")  
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT ("DCCCD")  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT ("CFBISD")  
CEDAR HILL INDEPENDENT SCHOOL DISTRICT ("CHISD")  
COPPELL INDEPENDENT SCHOOL DISTRICT ("CPISD")  
DALLAS INDEPENDENT SCHOOL DISTRICT ("DISD")  
DESOTO INDEPENDENT SCHOOL DISTRICT ("DeISD")  
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT ("DuISD")  
GARLAND INDEPENDENT SCHOOL DISTRICT ("GISD")  
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT ("GPISD")  
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT ("HPISD")  
IRVING INDEPENDENT SCHOOL DISTRICT ("IISD")  
LANCASTER INDEPENDENT SCHOOL DISTRICT ("LISD")  
MESQUITE INDEPENDENT SCHOOL DISTRICT ("MISD")  
RICHARDSON INDEPENDENT SCHOOL DISTRICT ("RISD")  
SUNNYVALE INDEPENDENT SCHOOL DISTRICT ("SUISD")  
DALLAS COUNTY PARK CITIES MUNICIPAL AND UTILITIES DISTRICT ("DCPCMUD")

**FOR A**

**JOINT ELECTION TO BE HELD ON  
SATURDAY, MAY 10, 2014 ("JOINT ELECTION")**

**1.1 POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS THAT ARE PARTICIPATING IN THIS JOINT ELECTION TO BE HELD ON MAY 10, 2014 ("Participating Political Subdivisions")**

In this Election Services Contract, the term "election precinct" is intended to be synonymous with the term "voting precinct."

- 1.1.1 CITIES:** The Town of Addison ("**TOA**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember for 3 Places in 6 Dallas County election precincts. The City of Balch Springs ("**COBS**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 2, District 4 and 6 and a Charter Amendment Election in 22 Dallas County election precincts. The City of Carrollton ("**COC**") plans to hold a General Municipal Election on May 10, 2014 for Places 2, 4 and 6 and a Mayoral position in 16 Dallas County election precinct and 15 Denton County Precincts. The City of Cedar Hill ("**COCdH**") plans to hold a General Municipal Election on May 10, 2014 for Places 2 and 6 in 20 Dallas County election precinct and 1 Ellis County Precinct. The City of Cockrell Hill ("**COCKH**") plans to hold a General Municipal Election on May 10, 2014 for Alderman Places 1 and 2 and a Mayoral position in 1 Dallas County election precinct. The City of Coppell ("**COCP**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 1, 3, 5 and 7 in 13 Dallas County election precincts, 2 Denton County Precincts. The City of DeSoto ("**CODE**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 2 and 4 in 27 Dallas County election precincts. The City of Duncanville ("**CODU**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember at large and for Districts 2 and 4 and a Mayoral position in 19 Dallas County election precincts. The City of Farmers Branch ("**COFB**") plans to a General Municipal Election on May 10, 2014 for City District 2, a Mayoral position, Local Option Election and a Special Bond Election in 24 Dallas County election precincts. The City of Garland ("**COG**") plans to hold a General Municipal Election for City Councilmember Districts 1, 2, 4 and 5 in 40 Dallas County election precincts and 2 Collin County election precincts. The City of Grand Prairie ("**COGP**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Districts 1 and 3, Place 7 and a Proposition for Park Sales Tax Election in 46 Dallas County election precincts and 1 Ellis County election precinct. The Town of Highland Park ("**TOHP**") plans to hold a General Municipal Election on May 10, 2014 for a Mayoral position and 5 Town Council Member positions in 4 Dallas County election precincts. The City of Hutchins ("**COH**") plans to hold a General Municipal Election on May 10, 2014 for a Councilmember Place 2 and a Mayoral position in 1 Dallas County election precincts. The City of Irving ("**COI**") plans to hold a General Municipal Election on May 10, 2014 for a Councilmember District 3 and 5 and a Mayoral position in 97 Dallas County election precincts. The City of Lancaster ("**COL**") plans to hold a General Municipal Election on May 10, 2014 for a Councilmember District 2, 4 and 6 in 15 Dallas County election precincts. The City of Lewisville ("**COLew**") plans to hold a General Municipal Election on May 10, 2014 for a Councilmember Place 1 and 3 in 2 Dallas County election precincts. The City of Mesquite ("**COM**") plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 3, 4 and 5 in 41 Dallas County election precincts and 1 Kaufman County election precincts. The City of

Rowlett (“**CORw**”) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 1, 3 and 5, in 12 Dallas County election precincts and 2 Rockwall County election precincts. The City of Sachse (“**COSa**”) plans to hold a General Election on May 10, 2014 a City Councilmember Places 3 and 4 in 3 Dallas County election precincts and 3 Collin County election precincts. The City of Seagoville (“**COSe**”) plans to hold a General Election on May 10, 2014 a City Councilmember Places 1,3 and 5 in 6 Dallas County election precincts and 1 Kaufman County Precinct. The Town of Sunnyvale (“**TOS**”) plans to hold a General Election on May 10, 2014 Town Councilmember Places 1, 2, 3 and 4 in 2 Dallas County election precincts. The City of University Park (“**COUP**”) plans to hold a General Election on May 10, 2014 for Place 2 a Mayoral Position in 8 Dallas County election precincts. The City of Wilmer (“**COW**”) plans to hold a General Municipal Election on May 10, 2014 for Place 2, a Mayoral position and a Special Election for Place 1 unexpired term in 1 Dallas County election precinct.

- 1.2 **SCHOOLS:** The Dallas County Community College District (“**DCCCD**”) plans to hold a Board of Education Trustees election on May 10, 2014 for Districts 5 and 6 in 258 Dallas County election precincts located wholly or partially within the District. The Carrollton Farmers Branch Independent School District (“**CFBISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 1 and 2 in 45 Dallas County election precincts and 9 Denton County election precincts located wholly or partially within the District. The Cedar Hill Independent School District (“**CHISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 3, 4 and 5 in 24 Dallas County election precincts located wholly or partially within the District. The Coppell Independent School District (“**CpiSD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 4 and 5 in 20 Dallas County election precincts located wholly or partially within the District. The Dallas Independent School District (“**DISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for District 2, 6, and 8 in 166 Dallas County election precincts located wholly or partially within the District. The DeSoto Independent School District (“**DeISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 3, 4 and 5 in 25 Dallas County election precincts located wholly or partially within the District. The Duncanville Independent School District (“**DuISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 4 and 5 in 32 Dallas County election precincts located wholly or partially within the District. The Garland Independent School District (“**GISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 4 and 5 in 82 Dallas County election precincts located wholly or partially within the District. The Grand Prairie Independent School District (“**GPISD**”) plans to hold a Board of Education Trustee Election for Places 3 and 4 on May 10, 2014 in 44 Dallas County election precincts located wholly within the District. The Highland Park Independent School District (“**HPISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 6, and 7 at large in 15 Dallas County election precincts located wholly or partially within the District. The Irving Independent School District (“**IISD**”) plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 1 , Districts 2 and a Special Election for District 6 unexpired term in 80 Dallas County election precincts located wholly or partially within the District. The Lancaster Independent School District

("LISD") plans to hold a Board of Education Trustee Election on May 10, 2014 for Districts 4, 5 and 7 in 15 Dallas County election precincts located wholly or partially within the District. The Mesquite Independent School District ("MISD") plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 3, 4 and 5 in 59 Dallas County election precincts located wholly or partially within the District. The Richardson Independent School District ("RISD") plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 6 and 7 in 75 Dallas County election precincts located wholly or partially within the District. The Sunnyvale Independent School District ("SUISD") plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 1 and 2 in 2 Dallas County election precincts located wholly or partially within the District.

1.3 **DISTRICTS:** The Dallas County Park Cities and Municipal Utilities District ("DCPCMUD") plans to hold a Board of Trustee Election on May 10, 2014 for Post 2 and 4 in 16 Dallas County election precincts located wholly or partially within the District.

1.4 The following attachments are incorporated in, but subordinate to, this Election Services Contract:

"Attachment A" lists the estimated costs.

"Attachment B" lists the proposed Election Day polling places.

"Attachment C" lists the proposed presiding election judges and alternate election judges for Election Day.

"Attachment D" lists the people recommended by DCED to serve as deputy early voting judges and clerks.

"Attachment E" lists which Participating Political Subdivisions are holding elections in which election precincts or partial election precincts and the number of registered voters in each election precinct or partial election precinct.

DCED will send the Participating Political Subdivisions updated and amended versions of the attachments as they become available, including a version of "Attachment E" showing the number of registered voters in each election precinct and partial election precinct as of March 3, 2014, the deadline to submit applications to register to vote in this Joint Election.

## 2 **ADMINISTRATION AND STATUTORY AUTHORITY**

2.1 Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Mrs. Pippins-Poole is the County Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivisions listed in Section 1 of this Election Services Contract.

**2.2 THE CONTRACTING AUTHORITIES OF THE PARTICIPATING POLITICAL SUBDIVISIONS LISTED IN SECTION 1 OF THIS ELECTION SERVICES CONTRACT ARE HEREBY PARTICIPATING WITH EACH OTHER IN THE JOINT ELECTION TO BE HELD IN DALLAS COUNTY, TEXAS ON MAY 10, 2014**

**UNDER CHAPTER 271 OF TITLE 16 OF THE TEXAS ELECTION CODE ("JOINT ELECTION") AND ARE HEREBY CONTRACTING WITH THE ELECTIONS ADMINISTRATOR OF DALLAS COUNTY, TEXAS TO PERFORM THE ELECTION SERVICES SET FORTH IN THIS ELECTION SERVICES CONTRACT UNDER SUBCHAPTER D OF CHAPTER 31 OF TITLE 3 OF THE TEXAS ELECTION CODE.**

- 2.3 DCED will coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay DCED for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator and DCED will administer the election; however, each Participating Political Subdivision will be responsible for the lawful conduct of their own election.

**3 LEGAL DOCUMENTS**

- 3.1 Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send DCED a copy of any election order, resolution, or notice related to this Joint Election within three business days of publishing, adopting, or ordering it.
- 3.2 Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.

**4 VOTING SYSTEMS**

- 4.1 Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on three different kinds of voting systems, each of which must be approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: Direct recording electronic voting machines ("DRE"); an optical scanner voting system ("optical scan"); and a voting system accessible to voters with physical disabilities ("ADA Terminals"). On Tuesday, April 22, 2014 at 10:00 A.M., at the County Elections Department at 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, DCED will test the DRE voting system and the automatic tabulating equipment used for counting ballots at the central counting station. On Monday, April 7, 2014 at 10:00 A.M. at the County Election Equipment Warehouse at 1506 East Langdon Road, Hutchins, Texas, DCED will test the optical scan voting system. At least 48 hours before the date and hour of each test, DCED will publish a newspaper notice with the date, hour, and place of the testing. DCED will establish nine regional collection sites and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots as outlined in Section 9 of this Election Services Contract.
- 4.2 DCED agrees to provide DREs, precinct ballot counters, and voting booths for the Joint Election. Each polling place will have at least one Americans with Disabilities Act ("ADA") Terminal. During the early voting period, each early voting polling place will have no more than two master personal electronic ballot ("PEB") devices and eight iVotronic

DRE machines. On Election Day, voting booths will be allocated to the polling places using a formula of one voting booth for each 300 registered voters per election precinct or partial election precinct, but no more than six voting booths per polling place. Each election day polling place will have at least one precinct ballot counter.

- 4.3 The costs for this Joint Election are specified in "Attachment A". DCED estimates that 1,300 voting booths, 380 precinct ballot counters, 290 iVotronics, 380 ADA Terminals, and Master PEB's will be needed to conduct the May 10, 2014 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, and ADA Terminals by \$300.00 each. There will be no charge for Master PEBs. The cost for the use of the Gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$468.00 each. All of the Participating Political Subdivisions agree that ADA Terminals will be used during the Joint Election under the Help America Vote Act of 2002 ("HAVA") and that the ADA Terminals will be part of this Election Services Contract.

## **5 POLLING PLACES**

- 5.1 "Attachment B" contains the proposed polling places for this Joint Election. DCED will select and arrange for the use of and payment for all polling places, subject to the approval of each Participating Political Subdivision. Whenever possible, polling will be in the usual polling places for the election precincts and partial election precincts. Election precincts and partial election precincts may be combined by mutual agreement between the Participating Political Subdivisions that would be affected by the combination. If a polling place is not available, then DCED will arrange for an alternate polling place, with the approval of each Participating Political Subdivision affected by the change. DCED will notify each Participating Political Subdivision of any changes to the polling places listed in "Attachment B".
- 5.2 DCED will send each Participating Political Subdivision a final version of "Attachment B", that specifies the actual polling places for Election Day on May 10, 2014. For polling places that have changed since the most recent election ordered by a Participating Political Subdivision, DCED will mail registered voters affected by the changes notice of their new polling place location.

## **6 ELECTION JUDGES, ALTERNATE ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION PERSONNEL**

- 6.1 DCED will be responsible for the appointment of the presiding election judge and alternate election judge for each polling place, subject to the approval of each Participating Political Subdivision. DCED will arrange for the training of all of the presiding election judges and alternate election judges. The proposed presiding election judges and alternate election judges are listed in "Attachment C" of this Election Services Contract. If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, DCED will name a replacement presiding election judge or alternate election judge for the polling place and notify each Participating Political Subdivision affected by the change.
- 6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts

containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge of such a precinct is not bilingual and is unable to hire a bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED will notify the participating political subdivision, which will then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by DCED. DCED will charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this Election Services Contract. A Participating Political Subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense will be borne by that Participating Political Subdivision individually and that expense will not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this Election Services Contract.

6.3 DCED is responsible for notifying all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. DCED will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during the Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each election precinct shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place served by the presiding election judge on Election Day.

6.4 If a Participating Political Subdivision recommends a person not listed in "Attachment C", and that recommendation conflicts with the recommendation from any of the other Participating Political Subdivisions involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his or her selection as an election judge, no changes may be made by any of the Participating Political Subdivisions, unless that person becomes ineligible to serve as an election judge in the Joint Election.

DCED will send each of the joint Participating Political Subdivisions an updated version of "Attachment C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for "Attachment C" which reflects the name of the judges who actually presided on the day of the election will be sent to each Participating Political Subdivision.

- 6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 3, 2014 from 10am – 12pm, and Thursday, May 8, 2014, from 7pm - 9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for Thursday, May 1, 2014 from 10am – 4pm, Saturday, May 3, 2014 from 9am – 4pm, Tuesday, May 6, 2014 6pm – 9pm, Friday, May 9, 2014 from 10am – 2pm at 2377 N. Stemmons Frwy. 8<sup>th</sup> Floor, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session and a mandatory Voter ID law training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating political subdivisions may request that judges appointed for the Joint Election should attend one of the scheduled training sessions.

The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.

Any entity electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into the Joint Election account.

- 6.6 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the Participating Political Subdivisions as specified in "Attachment A".

Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. ("Attachment F)

## **7 SUPPLIES AND PRINTING**

- 7.1 DCED will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the election judges and clerks at the polling places.
- 7.2 DCED will provide maps, if necessary, instructions, and other information that the election judges need to conduct this Joint Election.
- 7.3 Each Participating Political Subdivision must deliver a list to DCED of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. DCED will email each Participating Political Subdivision a Microsoft

Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to DCED. DCED will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for the Joint Election. DCED will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying DCED of any corrections that are required for their particular ballots. DCED is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election, subject to Section of the Texas Election Code.

## **8 OPTICAL SCAN CARD BALLOTS**

- 8.1 DCED will allocate ballots for this Joint Election by determining the approximate voter turnout for comparable elections in each election precinct or partial election precinct and then adding 35% to that number for each election precinct or partial election precinct. However, the minimum ballot allocation for each election precinct or partial election precinct will be 25% of the registered voters in each election precinct or partial election precinct.
- 8.2 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place that requests additional ballots.

## **9 RETURNS OF ELECTIONS**

- 9.1 DCED will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- 9.2 The Participating Political Subdivisions hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Toni Pippins-Poole  
Elections Administrator  
Dallas County, Texas

Tabulation Supervisor: Jana Onyon  
Central Counting Station  
DCED

Presiding Judge of Central Counting Station: David Hay  
Dallas County Community College District

- 9.3 The Counting Station Manager or her representative will deliver timely, cumulative reports of the election results as election precincts are tabulated. The Counting Station Manager will be responsible for releasing cumulative totals and election precinct returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where

accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas. Any Participating Political Subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site must provide their web-site address to the Tabulation Supervisor.

- 9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00 A.M. Monday, May 19, 2014. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- 9.5 DCED will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, DCED will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify DCED if such a waiver has been granted or denied as soon as possible, but no later than Monday, April 23, 2014.

## 10 ELECTION EXPENSES

- 10.1 The Participating Political Subdivisions agree to share the costs of administering the May 10, 2014 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election will be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place ("Unit Cost") as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any Participating Political Subdivisions requesting a combination of polling places which exceeds the Unit Cost, will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full unit cost as specified in "Attachment A".
- 10.2 The expenses for early voting by mail and personal appearance will be paid equally by each Participating Political Subdivision, unless otherwise agreed by the Participating Political Subdivisions and the Dallas County Elections Department.
- 10.3 DCED will determine the final election expenses within 120 business days after the canvass of this Joint Election. DCED will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account maintained by the Dallas County Treasurer for this Joint Election.
- 10.4 If DCED requires additional money to perform its obligations under this Election Services

Contract, then DCED will bill each Participating Political Subdivision using the same cost audit that determined each Participating Political Subdivision's required deposit in section 11 of this Election Services Contract. After all of the expenses of this Joint Election are paid, any monies that remain in the account maintained by the Dallas County Treasurer for this Election Services Contract will be refunded to the Participating Political Subdivisions.

**11 DEPOSIT OF FUNDS**

11.1 Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Treasurer's Office the full balance of money listed in the next section of this Election Services Contract by Friday, April 4, 2014. The Dallas County Treasurer's Office will place the money deposited by the Participating Political Subdivisions in a Joint Election account. DCED will only draw money from this Joint Election account to pay for election expenses that are included in this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing. If a Participating Political Subdivision withdraws completely from the Joint Election by Wednesday, March 5, 2014, then DCED will refund that Participating Political Subdivision's deposit, less any money already expended before the withdrawal. However, DCED will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions will appear on the ballot for that Participating Political Subdivision.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$5,054.86 per polling place) :

Participating Political Subdivisions	Election Day Saturday, March 14, 2014	Runoff Election Day Saturday, April 4, 2014
TOA	\$ 4,170.26	\$ 4,170.26
COBS	\$ 4,865.30	\$ 4,865.30
COC	\$ 5,560.35	\$ 5,560.35
COCdH	\$ 3,243.54	\$ 3,243.54
COckH	\$ 2,780.17	\$ 2,780.17
COCp	\$ 2,780.17	\$ 2,780.17
CODE	\$ 4,401.94	\$ 4,401.94
CODu	\$ 3,243.54	\$ 3,243.54
COFB	\$ 2,780.17	\$ 2,780.17
COG	\$ 28,033.42	\$ 28,033.42
COGP	\$ 15,059.28	\$ 15,059.28
TOHP	\$ 2,780.17	\$ 2,780.17
COH	\$ 2,780.17	\$ 2,780.17
COI	\$ 14,827.60	\$ 14,827.60
COL	\$ 4,170.26	\$ 4,170.26
COLew	\$ 2,780.17	\$ 2,780.17
COM	\$ 11,815.74	\$ 11,815.74

CORw	\$ 6,950.44	\$ 6,950.44
COSa	\$ 2,780.17	\$ 2,780.17
COSe	\$ 2,780.17	\$ 2,780.17
TOS	\$ 2,780.17	\$ 2,780.17
COUP	\$ 2,780.17	\$ 2,780.17
COW	\$ 2,780.17	\$ 2,780.17
DCCCD	\$ 157,311.53	\$ 157,311.53
CFBISD	\$ 16,449.36	\$ 16,449.36
CHISD	\$ 5,560.35	\$ 5,560.35
CPISD	\$ 3,938.58	\$ 3,938.58
DISD	\$ 164,725.32	\$ 164,725.32
DeISD	\$ 5,328.67	\$ 5,328.67
DuISD	\$ 9,267.25	\$ 9,267.25
GISD	\$ 51,664.90	\$ 51,664.90
GPISD	\$ 15,059.28	\$ 15,059.28
HPISD	\$ 4,401.94	\$ 4,401.94
IISD	\$ 16,449.36	\$ 16,449.36
LISD	\$ 5,560.35	\$ 5,560.35
MISD	\$ 20,156.26	\$ 20,156.26
RISD	\$ 127,424.65	\$ 127,424.65
SUISD	\$ 2,780.17	\$ 2,780.17
DCPCMUD	\$ 2,780.17	\$ 2,780.17

Total deposit: \$1,491,563.48

Deposits should be delivered within the mandatory time frame to:

**Joe Wells**  
**Dallas County Treasurer**  
**303 Records Building**  
**509 Main Street**  
**Dallas, Texas 75202**

**12 RECORDS OF THE ELECTION**

- 12.1 Toni Pippins-Poole, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 31.096 of the Texas Election Code.
- 12.2 Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite

820, Dallas, Texas, at any time during normal business hours. DCED will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5<sup>th</sup> Floor, Dallas, Texas.

- 12.3 Pursuant to Section 66.058 of the Texas Election Code, DCED will retain the election records at DCED's main offices for 60 days after the date of the Joint Election. 60 days after the date of the Joint Election, DCED will arrange for transport of the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 6 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. DCED will provide each entity a letter of destruction.
- 12.4 The Participating Political Subdivisions must notify DCED in writing within three calendar days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. The election records must be preserved until any election contest is completed and a judgment, if any, becomes final. See Section 1.013 of the Texas Election Code.

### **13 EARLY VOTING**

- 13.1 Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The Elections Administrator may appoint deputy early voting clerks and judges, subject to the approval of the contracting authorities of the Participating Political Subdivisions. If a Participating Political Subdivision recommends a person not listed in "Attachment D", and that recommendation conflicts with the recommendation from any of the other Participating Political Subdivisions involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk.

Once a person has been notified of his or her selection as deputy early voting judge or clerk, no changes may be made by any of the Participating Political Subdivisions.

The recommended deputy early voting judges and clerks for the main and branch early polling places are listed in "Attachment D". DCED will request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff and temporary workers who are hired to work in this election.

13.2 Any qualified voter for the Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places. Early voting will be conducted on Monday, April 28, 2014 through Friday, May 2, 2014 from 8:00 A.M. to 5:00 P.M.; on Saturday, May 3, 2014 between 8:00 A.M. and 5:00 P.M.; on Sunday, May 4, 2014, between 1:00 P.M. and 6:00 P.M.; and on Monday, May 5, 2014 and Tuesday, May 6, 2014 between 7:00 A.M. and 7:00 P.M.

**MAIN EARLY VOTING POLLING PLACE: DALLAS COUNTY RECORDS BUILDING  
509 MAIN STREET  
DALLAS 75202**

<b>EARLY VOTING BRANCH POLLING PLACES:</b>		
ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON, TEXAS 75001
BALCH SPRINGS CITY HALL (OLD LOCATION)	3117 HICKORY TREE ROAD	BALCH SPRINGS, TEXAS 75180
BALCH SPRINGS CITY HALL (NEW LOCATION)	13503 ALEXANDER ROAD	BALCH SPRINGS, TEXAS 75181
CARROLLTON - FARMERS BRANCH ISD ADMIN BLDG	1445 N PERRY ROAD	CARROLLTON, TEXAS 75006
CARROLLTON PUBLIC LIBRARY AT JOSEY RANCH	1700 KELLER SPRINGS ROAD	CARROLLTON, TEXAS 75006
CARROLLTON PUBLIC LIBRARY AT HEBRON AND JOSEY	4220 N. JOSEY LANE	CARROLLTON, TEXAS 75010
CEDAR HILL GOV'T CENTER	285 UPTOWN BLVD	CEDAR HILL, TEXAS 75104
COCKRELL HILL CITY HALL	4125 WEST CLAREDON DR	COCKRELL HILL, TEXAS 75211
COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL, TEXAS 75019
DALLAS CITY HALL	1500 MARILLA STREET	DALLAS, TEXAS 75201
OAK CLIFF SUB – COURTHOUSE	410 S BECKLEY AVE	DALLAS, TEXAS 75203
DALLAS ISD ADMIN BUILDING	3700 ROSS AVENUE	DALLAS, TEXAS 75204
RECORDS BUILDING (MAIN LOCATION)	509 MAIN STREET	DALLAS, TEXAS 75206
MARTIN WEISS RECREATION CENTER	1111 MARTINDELL AVENUE	DALLAS, TEXAS 75211
EL CENTRO COLLEGE - WEST CAMPUS	3330 NORTH HAPMTON ROAD	DALLAS, TEXAS 75212
MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS, TEXAS 75215
PAUL LAURENCE DUNBAR LANCASTER KIEST LIBRARY	2008 EAST KIEST BLVD	DALLAS, TEXAS 75216
EAST FIELD COLLEGE PLEASANT - GROVE CAMPUS	802 S. BUCKNER BLVD	DALLAS, TEXAS 75217
LOCHWOOD LIBRARY	11221 LOCHWOOD BLVD	DALLAS, TEXAS 75218
ST LUKE COMMUNITY LIFE CENTER	6211 EAST GRAND AVENUE	DALLAS, TEXAS 75223
OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS, TEXAS 75225
MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS, TEXAS 75229
PRESTON ROYAL LIBRARY	5626 ROYAL LANE	DALLAS, TEXAS 75229
GRAUWYLER PARK REC CENTER	7780 HARRY HINES BLVD	DALLAS, TEXAS 75235
BETHANY LUTHERAN CHURCH	10101 WALNUT HILL LANE	DALLAS, TEXAS 75238
RENNER – FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS, TEXAS 75252
FRETZ PARK LIBRARY	6990 BELT LINE ROAD	DALLAS, TEXAS 75254
FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS, TEXAS 75287
DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO, TEXAS 75115
DUNCANVILLE LIBRARY	201 JAMES COLLINS BLVD	DUNCANVILLE, TEXAS 75116
FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH, TEXAS 75234

**EARLY VOTING BRANCH POLLING PLACES:**

RICHLAND COLLEGE - GARLAND CAMPUS	675 W WALNUT ST	GARLAND, TEXAS 75040
CROSSWINDS HIGH SCHOOL	1100 N. CARRIER PKWY	GRAND PRAIRIE, TEXAS 75050
GARNER FINE ARTS ACADEMY	145 POLO ROAD	GRAND PRAIRIE, TEXAS 75052
HUTCHINS CITY HALL	321 N. MAIN STREET	HUTCHINS, TEXAS 75141
IRVING CITY HALL	825 W. IRVING BLVD	IRVING, TEXAS 75060
IRVING ARTS CENTER	3333 N. MACARTHUR BLVD	IRVING, TEXAS 75062
VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING, TEXAS 75063
LANCASTER VETERANS MEMORAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER, TEXAS 75134
LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DRIVE	MESQUITE, TEXAS 75149
RICHARDSON CIVIC CENTER	411 W. ARAPAHO ROAD	RICHARDSON, TEXAS 75080
ROWLETT ANNEX CONFERENCE ROOM	4004 MAIN STREET	ROWLETT, TEXAS 75088
SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE, TEXAS 75048
SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE, TEXAS 75159
SUNNYVALE TOWN CENTER	127 NORTH COLLINS ROAD	SUNNYVALE, TEXAS 75182
WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER, TEXAS 75172

**TEMPORARY BRANCH LOCATIONS and EARLY VOTING DATES AND TIMES**

HIGHLAND PARK ISD ADMINISTRATION ANNEX	6915 WESTCHESTER DRIVE	DALLAS, TEXAS 75205
<b>April 28, 2014 Monday – Friday May 2, 2014</b>		<b>8:00am to 4:30pm</b>
UNIVERSITY PARK CITY HALL	3800 UNIVERSITY BLVD	UNIVERSITY PARK, TEXAS 75205
<b>April 28, 2014 Monday – Friday May 2, 2014</b>		<b>8:00am to 5:00pm</b>

**TEMPORARY BRANCH EARLY VOTING DATES AND TIMES (BOTH LOCATIONS)**

May 5, 2014 Monday and Tuesday May 6, 2014 7:00am to 7:00pm

- 13.3 All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- 13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision will appoint one member to the Early Voting Ballot Board and will notify DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than March 28, 2014. The Participating

Political Subdivisions agree to appoint SeGwen Tyler as the presiding judge of the early voting ballot board.

- 13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.

**14 ELECTION REPORTS**

During the early voting period for this Joint Election, DCED will deliver daily reports to each Participating Political Subdivision of the Early Voting Vote Totals and Early Voter Listings (alphabetical by precinct). The day after the early voting period ends, DCED will deliver to each Participating Political Subdivision, a Daily Early Voter Listing by precinct report that includes the entire Early Voting period. DCED will deliver these election reports by website posting, e-mail, or facsimile.

**15 RUNOFF ELECTION**

If a Joint Runoff Election is necessary, it will be held on June 21, 2014 and this Election Services Contract will be automatically extended to cover the Joint Runoff Election. Any Participating Political Subdivision can opt out of participating in a Joint Runoff Election under this Election Services Contract by delivering written notice to DCED before Monday, May 12, 2014. DCED will create an estimate of the amount of money that each Participating Political Subdivision with candidates in the Joint Runoff Election must deposit in a Joint Runoff Election account maintained by the Dallas County Treasurer. Each Participating Political Subdivision must make these deposits within five business days after DCED delivers the estimate to the Participating Political Subdivision.

**16 CONTRACT WITHDRAWAL**

In order to withdraw from this Election Services Contract, a Participating Political Subdivision must certify, under Sections 2.051, 2.052, and 2.053 of the Texas Election Code, all of its elections that are listed in the first section of this Election Services Contract. DCED will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to DCED receiving written notice from the Participating Political Subdivision of its intent to withdraw from this Election Services Contract and copies of the certifications required by Sections 2.051, 2.052, and 2.053 of the Texas Election Code. Within five business days after DCED receives written notice of a Participating Political Subdivision's intent to withdraw from this Election Services and copies of the certifications executed under Sections 2.051, 2.052, and 2.053 of the Texas Election Code, DCED will provide the remaining Participating Political Subdivisions with a revised "Attachment A" to this Election Services Contract.

**17 NOTICE**

Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

**Address for notice to DCED:**

**Toni Pippins-Poole  
Dallas County Elections Administrator  
Elections Department – Eighth Floor  
Health and Human Service Building – 2377 N. Stemmons Frwy, Suite 820  
Dallas, Texas 75207  
(214) 819-6300 phone  
(214) 819-6301 fax**

**Addresses for notice to the Participating Political Subdivisions:**

**Matt McCombs (TOA)**

City Secretary  
5300 Beltline Rd.  
Dallas, Texas 75254  
(972) 450-7090

**Lyn Hill (COCdH)**

City Secretary  
285 Uptown Blvd., Bldg. #100  
Cedar Hill, TX 75104  
(972) 291-5100, ext. 1018

**Kisha Morris (CODE)**

City Secretary  
211 E. Pleasant Run Rd, Ste A  
DeSoto, Texas 75115  
(972) 230-9496

**Lisa Palomba (COG)**

City Secretary  
200 N. Fifth St.  
Garland, Texas 75040  
(972) 205-2404

**Janis Daniels (COH)**

City Secretary  
321 N. Main St.  
Hutchins, TX 75141  
(972) 225-6121

**Cindy Gross (COBS)**

City Secretary  
13503 Alexander Road  
Balch Springs, Texas 75181  
(972) 286-4477 Ext 210

**Brett Haney (COCKH)**

Chief Operating Officer  
4125 W. Clarendon Dr.  
Dallas, Texas 75211  
(214) 330-6333

**Angie Wade (CODu)**

City Secretary  
203 E. Wheatland Road  
Duncanville, Texas 75116  
(972) 780-5017

**Cathy DiMaggio (COGP)**

City Secretary  
317 W. College  
Grand Prairie, Texas 75050  
(972) 237-8039

**Shanae Jennings (COI)**

City Secretary  
825 W. Irving Blvd  
Irving, Texas 75060  
(972) 721-2605

**Ashley Mitchell (COC)**

City Secretary  
1945 N. Jackson St.  
Carrollton, TX 75006  
(972) 466-3021

**Christel Pettinos (COCp)**

City Secretary  
255 Parkway Blvd.  
Coppell, TX 75019  
(972) 304-3668

**Angela Kelly (COFB)**

City Secretary  
13000 William Dodson Pkwy  
Farmers Branch, Texas 75234  
(972) 919-2503

**Gayle Kirby (TOHP)**

Town Secretary  
4700 Drexel Drive  
Highland Park, TX 75205  
(214) 559-9457

**Sorangel O. Arenas (COL)**

City Secretary  
211 N. Henry St.  
Lancaster, Texas 75134  
(972) 218-1311

**Julie Heinze (COLew)**  
City Secretary  
151 West Church Street  
Lewisville, TX 75057  
(972) 219-3404

**Terry Smith (COSa)**  
City Secretary  
3815-B Sachse Rd.  
Sachse, Texas 75048  
(972) 495-1212 ext. 23

**Liz Spector (COUP)**  
City Secretary  
3800 University Blvd.  
Dallas, TX 75205  
(214) 987-5302

**Mark Hyatt (CFBISD)**  
Asst. Supt. for Admin & Support Svc.  
1445 N. Perry Rd  
Carrollton, Texas 75006  
(972) 968-6104

**Deno Harris (DISD)**  
Executive Director of Board Services  
3700 Ross Ave., Box 1  
Dallas, Texas 75204  
(972) 925-3720

**Dr. Rene Barajas (GISD)**  
Deputy Superintendent of Business Operations  
501 S. Jupiter  
Garland, Texas 75042  
(972) 487-3101

**Bertha Bailey (IISD)**  
Chief Legal Counsel  
P. O. Box 152637 / 2621 W. Airport Frwy.  
Irving, Texas 75015-2637  
(972) 600-5082

**Trish Bittle (RISD)**  
Exec Asst. to Assistant  
Superintendent of Finance  
400 S. Greenville Ave.  
Richardson, Texas 75080  
(469) 593-0331

**Sonja Land (COM)**  
City Secretary  
1515 N. Galloway  
Mesquite, Texas 75149  
(972) 216-6401

**Dara Crabtree (COSe)**  
City Secretary  
702 N. Hwy 175  
Seagoville, TX 75159  
(972) 287-6819

**Shelia Martin (COW)**  
City Secretary  
128 N. Dallas Ave  
Wilmer, Texas 75172  
(972) 441-6373

**Dr. L. Kim Lewis (CHISD)**  
Chief Operating Officer  
285 Uptown Blvd. Bldg. 300  
Cedar Hill, Texas 75104  
(972) 291-1581 ext. 4011

**Levatta Levels (DeISD)**  
Asst. Supt. Student Support Svcs.  
200 E. Beltline Road  
DeSoto, Texas 75115  
(972) 223-3873

**Mike Wallace (GPISD)**  
Director of Purchasing  
2602 S. Beltline Rd  
Grand Prairie, Texas 75052  
(972) 237-5592

**Fran Allen (LISD)**  
Asst. to Superintendent  
422 S. Centre Ave  
Lancaster, Texas 75146  
(972) 218-1400

**Doug Williams (SuISD)**  
Supt. of Schools  
417 E. Tripp Road  
Sunnyvale, TX 75182  
(972) 226-5974

**Laura Hallmark (CORw)**  
City Secretary  
4000 Main St.  
Rowlett, TX 75088  
(972) 412-6109

**Leslie Malone (TOS)**  
City Secretary  
127 Collins Road  
Sunnyvale, Texas 75182  
(972) 226-7177

**David Hay (DCCCD)**  
Legal Assistant/Elections Admin.  
1601 S. Lamar  
Dallas, TX 75215  
(214) 378-1701

**Kay Ryon (CPIISD)**  
Secretary to Superintendent  
200 S. Denton Tap Road  
Coppell, Texas 75019  
(214) 496-8002

**Ronald Kuehler (DuISD)**  
Chief Financial Officer  
802 S. Main  
Duncanville, Texas 75137  
(972) 708-2029

**Tim Turner (HPISD)**  
Elections Coordinator  
7015 Westchester Drive  
Dallas, TX 75205  
(214) 780-3016

**Michael Coffey (MISD)**  
Asst. Supt. Administrative Svcs.  
405 E. Davis  
Mesquite, TX 75150  
(972) 882-7313

**Larry McDaniel (DCPCMUD)**  
General Manager  
1811 Regal Row  
Dallas, TX 75235  
(214) 652-8639

**18 LIABILITY FOR NEGLIGENCE**

All parties to this Election Services Contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or State law. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. All parties agree that any such liability or damages occurring during the performance of this Election Services Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

**19 CHOICE OF LAW**

This Election Services Contract will governed by the laws of the State of Texas.

**20 VENUE**

Dallas County, Texas is the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

**21 SEVERABILITY**

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

**22 ENTIRE CONTRACT**

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract.

**23 GENDER AND HEADINGS**

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

**24 CONTRA PROFERENTEM**

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

**25 ORDER OF PRECEDENCE**

Any inconsistencies in this Election Services Contract will be resolved by giving precedence to this Election Services Contract first and any exhibits or attachments to this Election Services Contract second.

**26 SIGNATORY WARRANTY**

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in Section 1 of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

25. COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Main body of election contract,  
excluding attachments,  
Approved as to Form\*

DALLAS COUNTY  
Craig Watkins  
District Attorney

Teresa Guerra Snelson  
Chief, Civil Division

  
\_\_\_\_\_  
TONI PIPPINS-POOLE  
COUNTY ELECTIONS ADMINISTRATOR  
DALLAS COUNTY, TEXAS

  
\_\_\_\_\_  
BEN STOOL  
ASSISTANT DISTRICT ATTORNEY  
CIVIL DIVISION  
DALLAS COUNTY, TEXAS

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED AND AGREED TO BY THE CITY OF ROWLETT:

APPROVED:

ATTEST:

\_\_\_\_\_  
TODD W. GOTTEL  
MAYOR  
CITY OF ROWLETT, TEXAS

\_\_\_\_\_  
LAURA HALLMARK  
CITY SECRETARY  
CITY OF ROWLETT, TEXAS

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID BERMAN  
CITY ATTORNEY  
CITY OF ROWLETT, TEXAS



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 7E

### **TITLE**

Consider action to approve the renewal of the existing contract for Prosecuting Attorney Felicity Amy Thomas for Rowlett Municipal Court of Record No. 1 and authorizing the Mayor to execute said agreement.

### **STAFF REPRESENTATIVE**

Alan Guard, Director of Financial and Information Services  
Lori (Gadbury) Prentice, Municipal Court Administrator  
Allyson Wilson, Purchasing Agent

### **SUMMARY**

This item is to renew the contract for Prosecuting Attorney Felicity Amy Thomas. This item is simply a formality to renew the contract, as it expired due to an oversight. The initial agreement was for a two year term with a thirty (30) day termination provision by either party. City Attorney David Berman has reviewed the contract and has modified the agreement to provide for an indefinite term, while retaining the existing provision for termination at will by either party.

City Staff and City Attorney David Berman are pleased with the performance of Prosecuting Attorney Felicity Amy Thomas and recommend the renewal of the contract. Prosecuting Attorney Felicity Amy Thomas also desires to renew the contract.

### **BACKGROUND INFORMATION**

At the December 14, 2010, Special Council meeting, City Council authorized the City Manager to negotiate a contract with Felicity Amy Thomas as prosecuting attorney for the Rowlett Municipal Court of Record No. 1.

On January 4, 2011, the City Council approved the Professional Services Agreement between the City of Rowlett and Felicity Amy Thomas for Prosecuting Attorney Services and authorized the Mayor to execute said agreement.

### **DISCUSSION**

This item is for contract renewal for prosecuting attorney services. All terms and conditions remain the same except for eliminating the two year term as it is desired to continue these professional services with a thirty (30) day termination provision by either party.

The contract also authorizes Ms. Thomas the ability to hire firms as required to ensure the proper handling of legal services specified in this agreement at a not-to-exceed price of \$130 per hour without the City's prior approval.

In early 2011, staff conducted a salary survey of other cities to determine the market hourly rate for similar services. The salary study revealed cities that outsource this service pay between \$115 and \$175 per hour. The previous Rowlett Prosecutor was paid \$140 per hour. Ms. Thomas agreed to \$130 per hour and that is her current rate.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$200,000 has been approved in the Municipal Court FY 2013-14 Budget for legal services. This amount is designated for the services provided by the Municipal Court Judge, the Prosecuting Attorney of Rowlett Municipal Court of Record No. 1, and for other firms as required to ensure the proper provision of legal services.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
101-2009-430-7104	Legal	\$200,000	\$55,000
<b>Total</b>		<b>\$200,000</b>	<b>\$55,000</b>

**RECOMMENDED ACTION**

City staff recommends the City Council approve the renewal of the existing contract for Prosecuting Attorney Felicita Amy Thomas for Rowlett Municipal Court of Record No. 1 and authorizing the Mayor to execute said agreement.

**ATTACHMENT**

Exhibit A – Professional Services Agreement for Prosecuting Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Rowlett Texas (City) and Felicita Amy Thomas (Attorney), both of whom understand as follows:

1. The City, acting by and through its City Council, in the exercise of its discretion pursuant to the Charter and Ordinances of the City and the laws of State of Texas, hereby appoints Felicita Amy Thomas as the City's Municipal Attorney of the Municipal Court of Record No. 1 of the City of Rowlett, Texas (the "Court"). Pursuant to Section 45.201 of the Texas Code of Criminal Procedure and Section 30.00011 of the Texas Government Code, the City Council designates said Attorney as a City Attorney for that purpose, and agrees to compensate the Attorney for her services as hereinafter set forth.
2. The Attorney agrees to perform the services of Prosecutor of the Court and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for an indefinite term commencing immediately upon execution of this Agreement by both parties. The City or Attorney may terminate this contract for convenience and at will upon thirty (30) days notice to the other party. Upon termination, the Attorney shall be paid compensation for all hours worked up to and including the date of termination.
3. The Attorney acknowledges that separate legal counsel will be hired by the City to provide administrative legal services for the City. Attorney agrees that she will coordinate with such other legal counsel as is hired by the City for administrative legal services in the carrying out of her duties as set forth in this agreement. Acknowledgement of this arrangement does not interfere with Attorney's ability to exercise independent judgment and take independent action in the carrying out of her duties as set forth in this agreement.
4. Compensation shall be at a rate of One Hundred Thirty Dollars (\$130.00) per hour for services which include prosecuting cases filed in the court, representing the State in appeals from judgments of the Court, performing such services as may be required from time to time, and performing such administrative duties and responsibilities as are necessary and incidental to the office of Prosecutor of the Court. The City shall reimburse the Attorney reasonable tuition and travel expenses (which shall include mileage) for mandatory continuing legal education. The Attorney shall provide time and billing records to the City on a monthly basis reflecting the time dedicated to service for and on behalf of the Court and eligible reimbursable expenses, (including but not limited to postage, copies, long distance telephone calls, travel and filing fees, etc.). The compensation provided for herein shall not be based on fines, convictions, fees or costs collected by the Court and may be modified by mutual agreement from time to time.
5. The Attorney is not and shall not be deemed an employee of the City for any purpose and shall serve solely as an independent contractor. The Attorney is not precluded from providing legal services in maintaining a private practice of law and nothing construed herein shall preclude her from pursuing a private legal practice.

6. The Attorney shall perform services in accordance with the Texas Rules of Disciplinary Procedure and the Code of Criminal Procedure as both may be applicable to attorneys and prosecutors in the State of Texas. It is and shall be the Attorney's primary duty not to seek convictions but to see that justice is done. The Attorney hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Prosecutor or may convey a clear appearance of impropriety, and shall not knowingly undertake to represent a client in a legal matter against the City.

7. The Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of the legal services specified in this agreement. The expense to employ such persons or firms shall be at the City's expense but shall at no time exceed \$130.00 per hour without the City's prior approval.

8. The City shall indemnify and hold harmless the Attorney for any act, claim or liability for acts, omissions or conduct that are within the scope of the Attorney's official duties, as the prosecutor, and shall maintain adequate insurance coverage to effectuate this provision. However, this provision shall not be deemed as a waiver of the Attorney's or the City's immunities, whether judicial, official, qualified, governmental, sovereign or otherwise, nor shall this provision be in any way deemed to create or grant any right or interest in or to any person not a party to this agreement.

9. This Agreement consists of this document upon which the parties have affixed their signatures and those documents specifically incorporated herein by reference. This Agreement as so constituted is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other previous statements, communications or agreements, whether oral or written. No modification, alteration or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

10. The validity of this Agreement and its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas. Exclusive venue for any action arising under or concerning this Agreement shall be in Dallas County Texas.

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

*[Signatures on following page]*

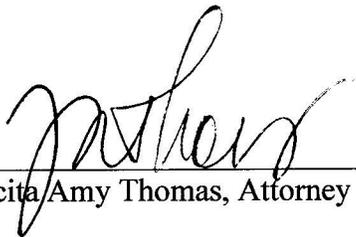
EXECUTED in single or multiple originals this \_\_\_ day of \_\_\_\_\_, 2014.

CITY OF ROWLETT

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

ATTEST:

\_\_\_\_\_  
Laura Hallmark, City Secretary

  
\_\_\_\_\_  
Felicity Amy Thomas, Attorney



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 7F

### **TITLE**

Consider action to approve a resolution to enter into a Facilities Agreement with Benbrook Winchester, LP for the North Shore Sanitary Sewer Main Construction Project for property located at 3100 Merritt Road and to authorize the Mayor to execute the necessary documents.

### **STAFF REPRESENTATIVE**

Jim Grabenhorst, Director of Economic Development

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 undeveloped property east of PGBT within the North Shore Commercial District as well as portions of the northwest corner of the North Shore Commercial District along Merritt Road that is currently not served by gravity sanitary sewer facilities (see Attachment 1).

### **BACKGROUND INFORMATION**

The City planning and economic development staff has been working with the developer, Benbrook Winchester, LP for the development of the project known as Harmony Hills under the Form Based Code Urban Village District. On October 28, 2013, staff presented to Council information relative to the ability to provide sanitary sewer services for this project as well as the surrounding areas. Council provided consensus to have staff work with the developer to leverage the private investment of this project and the willingness of the developer to provide funds to offset the costs of the installation of the North Shore Sanitary Sewer Main line construction verses installing two lift stations on-site to service the development.

On November 19, 2013, Council conducted a public hearing and approved a rezoning request from the existing Planned Development (ORD-052-06) Zoning District to the Urban Village Form Based Zoning District for the purposes of building a pedestrian-oriented, multi-family neighborhood to be governed by the City of Rowlett's Form Based Code. The Subject Property is located at 3100 Merritt Road, further described as a 28.532 + acres portion of 31.59 + acre Tract 2 in the McKinney and WMS Abstract, Number 1015, Page 460 in the City of Rowlett, Dallas County, Texas.

On February 18, 2014, Council authorized 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. 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 Right-of-Way/easement acquisitions, is 15 months with a total estimated construction cost of \$1.6 Million.

## **DISCUSSION**

The attached facilities agreement (see Exhibit 1) will allow the City to offset the cost of constructing the North Shore Sanitary Sewer Main project by \$500,000. The remaining funding for this project is allocated in a companion piece for Council consideration on the March 4<sup>th</sup> agenda authorizing the first quarter budget amendment for FY2014 as follows:

**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 Harmony Hills development totaling approximately \$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 mentioned above to reallocate funding to Project Number SS2103, North Shore Sanitary Sewer, account 605-8201-531-8002 as noted above that will provide an additional \$947,967 to add to the developer's contribution of \$500,000 and water/sewer impact fees of \$330,000.

## **RECOMMENDED ACTION**

Staff recommends the Rowlett City Council adopt a resolution to enter into a Facilities Agreement with Benbrook Winchester, LP for the North Shore Sanitary Sewer Main Construction Project for property located at 3100 Merritt Rd. and authorize the Mayor to execute the necessary documents.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A RESOLUTION TO ENTER INTO A FACILITIES AGREEMENT WITH BENBROOK WINCHESTER, LP FOR THE NORTH SHORE SANITARY SEWER MAIN CONSTRUCTION PROJECT FOR PROPERTY LOCATED AT 3100 MERRITT RD.; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the expansion and enhancement of the City's sewer infrastructure serves a public purpose, and in furtherance of this public purpose, the City Council finds and determines that participation in right-of-way acquisitions (including but not limited to the pursuit of condemnation proceedings in the exercise of eminent domain) to construct, install, expand, operate, maintain and repair the Sewer Line and appurtenances contemplated by this Agreement is in the best interest of the public health, safety and welfare, and

**WHEREAS**, the City Council of the City of Rowlett, Texas has been presented a proposed Facilities Agreement with Benbrook Winchester, LP for the North Shore Sanitary Sewer Main Project, 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 said Facilities Agreement 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 the City Council of the City of Rowlett, Texas, does hereby approve the Facilities Agreement attached hereto as Exhibit 1.

**Section 2:** That the Mayor be and is hereby authorized to execute the Facilities Agreement on the City's behalf and to execute necessary documents conforming to this resolution.

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

## **ATTACHMENTS**

Exhibit A – Facilities Agreement

Attachment 1 – Location Map

STATE OF TEXAS

§

§

FACILITIES AGREEMENT

§

§

COUNTY OF DALLAS

This Facilities Agreement (this "Agreement") is made by and between the City of Rowlett, Texas, a Home Rule municipality (the "City"), by and through its authorized representative, and Benbrook Winchester, LP, a Texas limited partnership (hereinafter, "Developer"), by and through its authorized representative to be effective on \_\_\_\_\_, 2014 (the "Effective Date"). The City and the Developer are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

**WHEREAS**, the Developer owns certain real property (the "Property") in Rowlett, Texas, situated in Dallas County, consisting of approximately 28.53 acres, which is more particularly described in Exhibit A and depicted on Exhibit B; and

**WHEREAS**, due to its geographic location and other factors, the Property is not currently served by the City's sanitary sewer system; and

**WHEREAS**, the City has approved plans to allow the Property to be developed as a multifamily residential complex in accordance with the Regulating Plan approved by the City on November 19, 2013 (the "Project"); and

**WHEREAS**, in order to develop the Property utilizing existing off-site wastewater lines, the wastewater service needs of the Project would require the construction of on-site sanitary sewer facilities, which include lift stations and related appurtenances (the "On-Site Upgrades"); and

**WHEREAS**, the availability of sanitary sewer service not only improves the Property's development potential, it is a necessary component of Project development; and

**WHEREAS**, in lieu of the Developer's construction of the On-Site Upgrades, the City proposes the construction and installation of a sanitary sewer line, as depicted on Exhibit C, of sufficient capacity to accommodate the needs of the Project at full completion and occupancy, including capacity to serve a minimum of 650 multi-family dwelling units on the Property (the "Sewer Line"); and

**WHEREAS**, the City contemplates that future growth around and near the Property will occur over time and, to provide adequate utility service and accommodate this future growth, the City finds and determines that it would be more feasible, and in the best interest of the public health, safety and welfare, to construct, install and maintain

infrastructure, lines, and appurtenances beyond that which is needed by the Developer; and

**WHEREAS**, the Developer and the City, by entering into this Agreement, intend that the On-Site Upgrades will not be required as a condition of development and that the costs thereof, which would otherwise be incurred by the Developer, be paid to the City so that the City can utilize those funds to construct, install and maintain the Sewer Line to accommodate the Project's wastewater service needs; and

**WHEREAS**, the expansion and enhancement of the City's sewer infrastructure serves a public purpose, and in furtherance of this public purpose, the City Council finds and determines that participation in right-of-way acquisitions (including but not limited to the pursuit of condemnation proceedings in the exercise of eminent domain) to construct, install, expand, operate, maintain and repair the Sewer Line and appurtenances contemplated by this Agreement is in the best interest of the public health, safety and welfare.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the City and the Developer agree as follows:

1. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2. Land Subject to Agreement. The land that is subject to this Agreement is the approximately 28.53-acre Property.

3. Sanitary Sewer Line & Improvements. The City will design, install, construct, and maintain the Sewer Line with capacity to serve the full development of the Project, and shall bear all costs of design, construction, right-of-way acquisition, operation, maintenance, and repair of the Sewer Line. The City shall complete construction of the Sewer Line within fifteen (15) months after the Effective Date.

4. Reimbursements. The Parties agree that, in lieu of the Developer constructing or funding the On-Site Upgrades, the Developer will reimburse the City for the Sewer Line as described in this section. Subject to the City timely completing construction of the Sewer Line in accordance with this Agreement, the Developer shall remit to the City the sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) under the following terms:

(a) The Developer shall remit to the City the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) within 30 days after the Effective Date.

(b) The Developer shall remit the remaining Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) as a condition to the City's issuance of a building permit for Phase II of the Project or on the tenth anniversary of the Effective Date, whichever occurs first. Phase II of the Project is described on Exhibit D.

5. Term. This Agreement shall terminate upon the City's issuance of a Certificate of Occupancy for Phase II of the Project or the tenth anniversary of the Effective Date following the payment required by Section 4(b), whichever occurs first. The City agrees to reserve capacity in the Sewer Line sufficient to serve the full development of the Project for the term of this Agreement and for a period of ten years following the Developer's satisfaction of the requirements in Section 4(b). This reservation of capacity shall survive the termination of this Agreement under this Section 5. Phase II of the Project is described on Exhibit D.

6. Default. In the event that either Party fails to comply with any of the provisions of this Agreement, and such failure continues for a period of thirty (30) days after the non-performing Party delivers notice thereof to the other Party, (or if such failure cannot reasonably be cured within such 30 days, and the non-performing Party does not commence to cure same within such 30 days and diligently pursue such cure until completion), the non-performing Party may pursue such remedies as may be available to compel performance. Notwithstanding the foregoing, if the City has not completed construction of the Sewer Line within fifteen (15) months after the Effective Date, the City shall, at its sole cost, pump and haul all wastewater generated by the Project to the Developer's downstream manhole until such time as the City completes construction of the Sewer Line. The City waives its governmental immunity from suit and immunity from liability as to any action brought by the Developer because this Agreement is a contract subject to Texas Local Government Code Chapter 271, Subchapter I.

7. Notice. Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and shall be given by certified or registered mail or by hand delivery and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or if given by hand delivery, it shall be deemed to have been given when delivered to the Party (or such Party's agent or representative) to whom it is addressed. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other Parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If to Developer:

Phillip W. Huffines  
Benbrook Winchester L.P.  
8200 Douglas Avenue, Suite 300  
Dallas, Texas 75225

If to City:

City Manager  
City of Rowlett  
4000 Main Street  
P.O. Box 99  
Rowlett, Texas 75030-0099

8. Condition Subsequent. If the Developer or its designee has not filed a building permit application with the City for Phase I of the Project, as described on Exhibit D, within six (6) months after the Effective Date, the City has the option to terminate this Agreement upon thirty (30) days prior written notice to the Developer if the Developer or its designee does not file said application with the City within such 30-day notice period.

9. Assignment of Agreement. This Agreement shall not be assigned by either Party without the other Party's prior written consent, except that this Agreement may be assigned to an affiliated entity of the Developer (defined as a parent or subsidiary company or an entity which owns at least a controlling interest in Developer) or a subsequent owner of the Property without the City's consent following delivery of written notice of the assignment to the City.

10. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Dallas County, Texas. Exclusive venue shall be in state district court in Dallas County, Texas.

11. Savings/Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12. Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

13. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the

Parties to this Agreement. This Agreement is not intended to and shall not be construed as any form of development approval, grant agreement, or waiver of fees of any kind.

14. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

15. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

16. Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

17. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

18. Exhibits. All exhibits are attached hereto and incorporated herein for all purposes.

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

CITY OF ROWLETT, TEXAS

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

ATTEST:

By: \_\_\_\_\_  
City Secretary

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

Benbrook Winchester L.P.  
a Texas limited partnership

By: HC Operating, L.P.,  
a Texas limited partnership  
its general partner

By: HC Operating GP, LLC  
a Texas limited liability company  
its general partner

By: \_\_\_\_\_  
Phillip W. Huffines, Managing Director

**Exhibit A**  
**Metes and Bounds Description of the Property**

LEGAL DESCRIPTION  
TRACT 1

Being a 28.532 acre tract of land situated in the McKinney & Williams Survey, Abstract No. 1015, and the Walter Caruth Survey, Abstract No. 363, Dallas County, Texas and being portion of a tract of land conveyed to Benbrook Winchester, L.P., as recorded in Volume 94194, Page 2246, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a found NTTA monument, said point being in the east line of said Benbrook Winchester, L.P. tract, and being in the south right-of-way line of President George Bush Tollway (having a variable width R.O.W), and also being in the west line of tract of land conveyed to North Texas Tollway Authority, as recorded in Volume 99098, Page 4761, Deed Records, Dallas County, Texas, being a common line;

THENCE South 35°22'31" West, leaving said existing south right-of-way line, and along said common line, a distance of 70.40 feet to the POINT OF BEGINNING;

THENCE South 35°22'31" West, continuing along said common line, a distance of 503.42 feet to a point for corner, said point being the southeast corner of said Benbrook Winchester, L.P tract, and being in the north line of the Misty Valley Addition, as recorded in Volume 86133, Page 2721, Plat Records, Dallas County, Texas;

THENCE North 67°02'24" West, leaving said common line, and along said north line, a distance of 441.97 feet to a point for corner, said point being the northwest corner of said Misty Valley Addition, and being the northeast corner of a tract of land conveyed to Paul Merritt, as recorded Volume 89043, Page 1960, Deeds Records, Dallas County Texas;

THENCE North 68°27'43" West, leaving the north line of said Misty Valley Addition, and along the north line of said Paul Merritt tract, and along the south line of said Benbrook Winchester, L.P. tract, a distance of 1167.24 feet to a point for corner, said point being the northwest corner of said Merritt tract, and being the northeast corner of a tract of land conveyed to Robbin Hughes and wife Inga Hughes, as recorded in Instrument No. 200503597257, Deed Records, Dallas County, Texas;

THENCE North 67°36'12" West, leaving the north line of said Merritt tract, and along the north line of said Hughes tract, and along the south line of said Benbrook Winchester, L.P. tract, a distance of 236.37 feet to a point for corner, said point being the most easterly corner of a tract of land conveyed to David Perry Abney, as recorded in Volume 94074, Page 5274, Deed Records, Dallas County, Texas;

---

THENCE North 07°11'29" East, leaving the north line of said Hughes tract, and along the east line of said Abney tract, a distance of 419.56 feet to a point for corner, said point being the approximate city limit line between the City of Garland and the City of Rowlett, and being the south line of a tract of land conveyed to the City of Garland as recorded in Volume 71082, Page 1816, Deed Records, Dallas County, Texas;

THENCE North 87°20'30" East, leaving said east line, and along said approximate city limit line, a distance of 864.16 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 7395.00 feet and a central angle of 7°44'46" and a long chord which bears South 57°37'04" East, 999.01 feet;

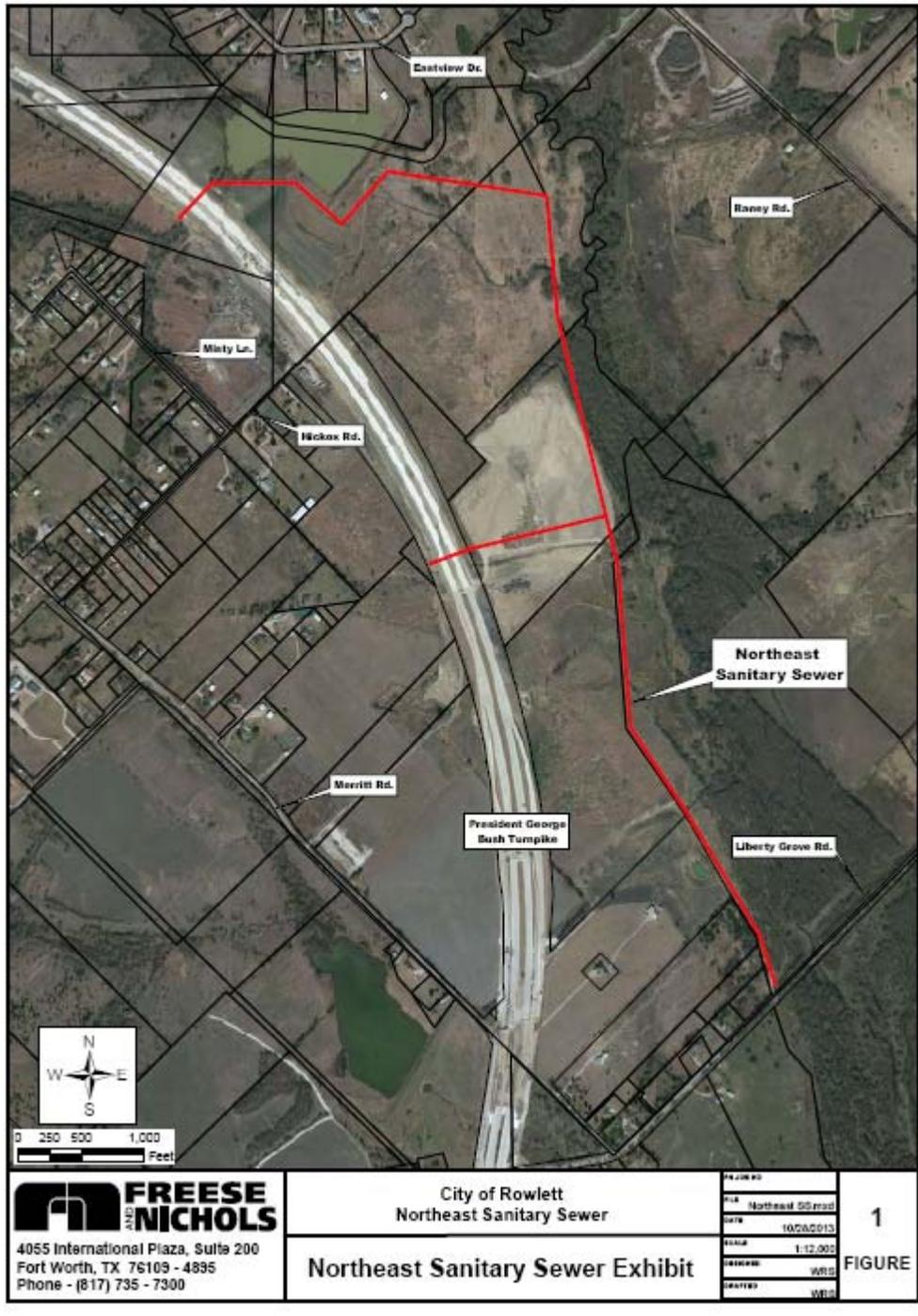
THENCE leaving the said approximate city limit line, and along said non-tangent curve to the right an arc distance of 999.78 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 4920.94 feet, a central angle of 3°40'51", and a long chord which bears South 50°19'21" East, 316.08 feet;

THENCE along said compound curve to the right, an arc distance of 316.13 feet to the POINT OF BEGINNING and CONTAINING 1,242,887 square feet, 28.532 acres of land, more or less.



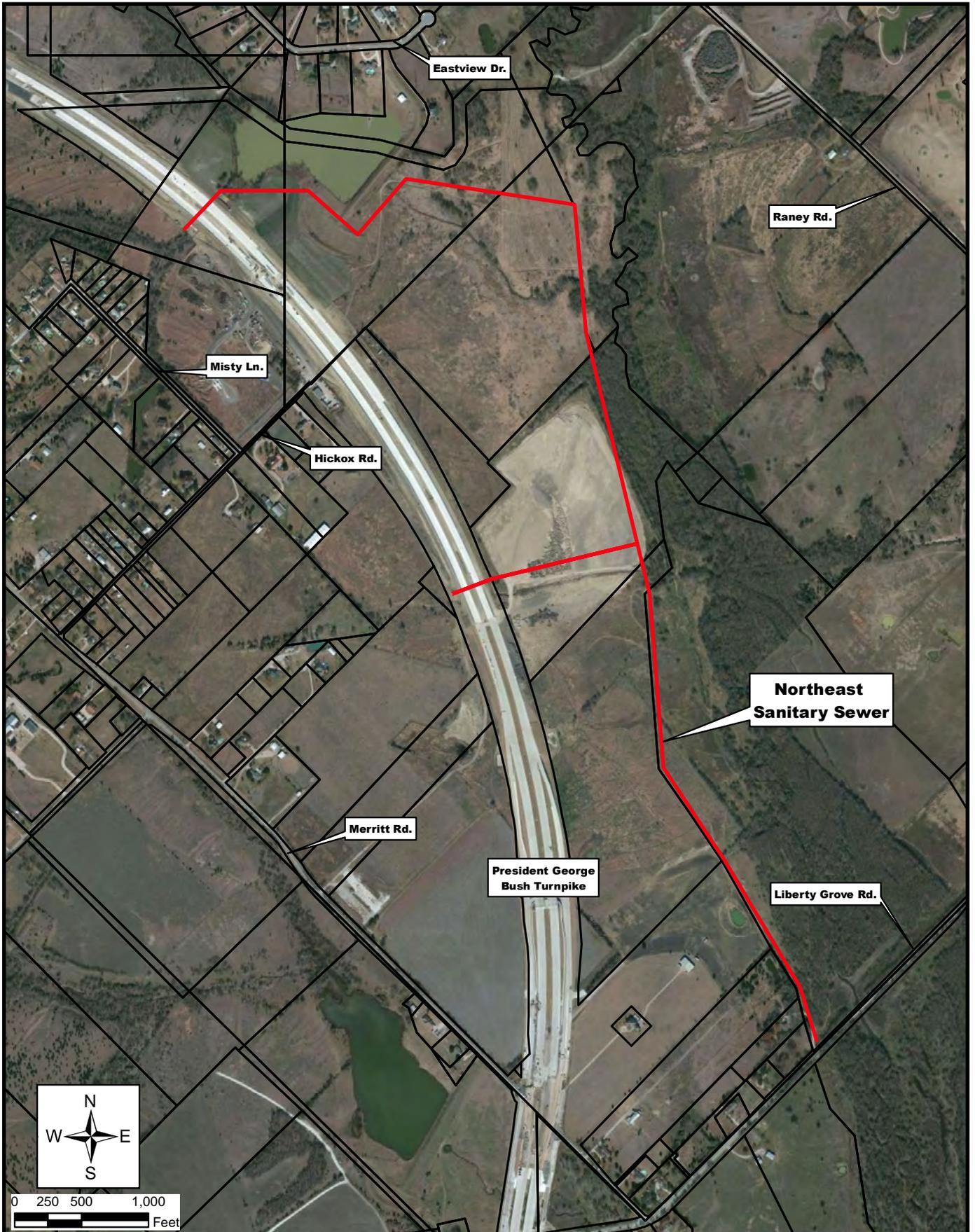


**Exhibit C**  
**Depiction of Sewer Line**



# Exhibit D City-Approved Phasing Plan





**FREESE 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:** 03/04/2014

**AGENDA ITEM:** 7G

### **TITLE**

Consider action to approve a resolution to approve the application for a Texas Criminal Justice Division Grant to purchase 16 P25 portable radios.

### **STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police

### **SUMMARY**

The purpose of this item is to seek approval to apply for a Texas Criminal Justice Division Grant to purchase 16 P25 Portable Radios.

### **BACKGROUND INFORMATION**

The Texas Statewide Communications Interoperability Plan has set a goal that all public safety agencies within the State become P25 compatible by 2015. P25 simply means that any agency can communicate with other agencies in case of an emergency, with no need to change radios or equipment. If this grant is awarded, it will allow for the replacement of 16 outdated police department portable radios that are not P25 compatible.

The Justice Assistance Grant (JAG) from Criminal Justice Division (CJD) that was awarded in August, 2013, provided for 19 P25 mobile (in-car) radios. We need a total of 57 such radios, meaning we will need an additional 38 in the future. The new CJD JAG Grant proposed allows for the purchase of approximately 16 P25 portable radios. We need a total of 110 P25 portable radios, meaning we will need an additional need of 94 P25 portable radios if this grant is awarded.

### **DISCUSSION**

This project will allow for the replacement of 16 outdated police department portable radios that are not P25 compliant. The requested radio equipment will reduce risk to our personnel and the community by ensuring that first responders have the ability to effectively and safely communicate with one another. The opportunity to replace old, unsafe, outdated radio communication equipment is currently one of the most pressing public safety needs in our community. Failure to complete this project exposes our first responder to unnecessary risks and potentially hampers safe and effective radio communications.

### **FINANCIAL/BUDGET IMPLICATIONS**

There will be no financial impact to the City of Rowlett as matching funds are not required with this grant. The value of this technology is \$79,900 (17 P25 Portable Radios at \$4,700 each).

## **RECOMMENDED ACTION**

Staff recommends Council approve a resolution approving the application for a Texas Criminal Justice Division Grant to purchase 16 P25 portable radios.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE APPLICATION FOR A TEXAS CRIMINAL JUSTICE DIVISION GRANT TO PURCHASE 16 P25 PORTABLE RADIOS AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Rowlett finds it is in the best interest of the citizens that the 16 P25 Portable Radios be operated for the year 2015; and

**WHEREAS**, the City of Rowlett agrees to provide matching funds if applicable for the said project; and

**WHEREAS**, the City of Rowlett assures that the funds will be returned to the Criminal Justice Division in full in the event of loss or misuse of the Criminal Justice Division funds; and

**WHEREAS**, The City of Rowlett designates the City Manager as the grantee's authorized official, who is given authority and permission to apply for, accept, reject, alter or terminate the grant on behalf of the City as the applicant agency.

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

**Section 1:** That the City Council of the City of Rowlett, Texas, hereby approves submission of the grant application for 16 P25 Portable Radios to the Office of the Governor, Criminal Justice Division.

**Section 2:** That the City Council hereby designates the City Manager as the Authorized Official under and pursuant to the grant application, and authorizes the City Manager to execute the grant application, receive any funds awarded pursuant to said grant, and to do all things necessary and appropriate to satisfy the grant requirements.

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



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/14

**AGENDA ITEM:** 7H

### **TITLE**

Consider an ordinance amending the Fiscal Year 2013-14 Adopted Operating and Capital Improvements Program Budget

### **STAFF REPRESENTATIVE**

Alan Guard, Director of Financial and Information Services  
Tim Rogers, 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.

The City Council discussed the budget amendment at the February 18, 2014, City Council meeting and reached consensus on adopting the amendment as presented including option 2 of the staff's recommendation regarding amending the Utility Fund revenues and expenditures.

### **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 31<sup>st</sup> 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 water line 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/ To	Project Number	Project Title	Adjustment
FROM	ST2011	2009 Alley Improvements	(\$375,447)
FROM	ST2104	Alley Improvements 2011	(\$835,411)
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)	

From/ To	Project Number	Project Title	Adjustment	Purpose
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.

The City Council discussed the budget amendment at the February 18, 2014, City Council meeting and reached consensus on adopting the amendment as presented, including option 2 of the staff's recommendation regarding amending the Utility Fund revenues and expenditures.

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

As indicated, the ordinance adjusts revenues and expenditures identified above for FY2014. Exhibit A to the proposed ordinance details the type and purpose.

#### **RECOMMENDED ACTION**

City staff recommends the City Council adopt an ordinance approving the restructuring and amending of the FY2014 Adopted budget.

#### **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING ORDINANCE NUMBER ORD-024-13, REPRESENTING THE 2013-2014 FISCAL YEAR BUDGET, BY REALLOCATING FUNDS WITHIN THE BUDGET; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID AMENDED BUDGET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 17, 2013, the City Council of the City of Rowlett, Texas, adopted its budget for Fiscal Year 2013-2014 by adopting Ordinance Number ORD-024-13, and

**WHEREAS**, the City Council of the City of Rowlett, Texas, has determined, after due consideration and study, that it is necessary to the efficient business and operation of the City to amend the budget for fiscal year 2013-2014, and

**WHEREAS**, there are adequate funds available for such amendment, and

**WHEREAS** the budget amendments set forth hereinafter are in the best interest of the public health, safety, and welfare.

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

**Section 1:** That Ordinance No. ORD-024-13, the Fiscal Year 2013-2014 Budget Ordinance of the City of Rowlett, Texas, adopted on or about September 17, 2013, be and the same is hereby amended by reallocating funds in accordance with the budget

amendment attached hereto and incorporated herein as Exhibit "A" and all funds authorized and expended as set forth herein shall be deemed to be properly expended and approved as provided by law.

**Section 2:** That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2013-2014 are hereby ratified; the Budget Ordinance for fiscal year 2013-2014, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes; and, except as amended hereby, or as heretofore amended, the provisions of the City's 2013-2014 Budget Ordinance shall remain in full force and effect.

**Section 3:** That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. ORD-024-13, the Fiscal Year 2013-2014 Budget Ordinance, shall remain in full force and effect.

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

**Section 5:** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide, and the Budget Officer is directed to furnish a copy of this ordinance to the County Clerk as required by law.

## **ATTACHMENTS**

Exhibit A – 1st Quarter Budget Amendment FY 2013-2014

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	To fund construction of Kids Kingdom
	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	



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 03/04/2014

**AGENDA ITEM:** 8A

**TITLE**

Conduct a public hearing and consider an ordinance approving Major Warrants. The subject property is located at 8701 Liberty Grove Road, being 3 +/- acres in the James M. Hamilton Survey, Abstract 544, Page 560, Rowlett, Dallas County, Texas. The subject property is located within the Urban Village Form Based District. The applicant requests Major Warrants related to the following Form Based Code standards in order to develop a civic building (Church): building orientation, block dimension, building transparency, signage, façade rhythm, and open space.

**STAFF REPRESENTATIVE**

Erin Jones, Director of Development Services

**SUMMARY**

The applicant, East Dallas Church of God, is requesting Major Warrants to waive or reduce several Form Based Code (FBC) Urban Village (UV) standards in order to construct their desired church building on the subject property (Attachment 1- Location Map). Per the Form Based Code (FBC), Major Warrants are used for exceptions to the code that are not consistent with a provision or the intent of the code, but may or may not deter the overall implementation of the district.

In this case, Staff and the Urban Design Officer (UDO) are generally supportive of the request due to the fact that a civic building type does not exist in the FBC at this time. While civic buildings including churches can and should maintain a more urban form within the FBC areas, it is not reasonable to think that they will function in the same way as the other allowable product types in the UV District. Additionally, the Church has been willing to work with Staff and the UDO to meet several "critical elements" of the code, as not to deter the ultimate build out of the district.

With that said, Staff received valid criticism from an adjacent property owner specifically regarding the lack of windows along the street frontages. While Staff and the UDO do not believe that the Major Warrant requests outlined below will prohibit the ultimate build out of the district, items such as lack of windows along the street frontages will detract from the pedestrian realm. To that end, Staff does believe that this concern should be considered when making a policy decision. **NOTE: The Planning and Zoning Commission included a requirement for windows in their formal recommendation on February 25, 2014, and the applicant has agreed to incorporate them as seen in Exhibit A.**

## **BACKGROUND INFORMATION**

Upon adoption of the Form Based Code and Woodside Living Framework Plan on November 7, 2012 (Attachment 2- framework plan) the subject property was zoned Form Based Urban Village District (FB UV). The East Dallas Church of God has owned the subject property since 2010 with the intent to construct their Church building in the future. To that end, they were active participants in the Realize Rowlett 2020 process and subsequent rezoning. The Church did raise concerns throughout the process as to their budget constraints and how the new standards may increase their costs and affect their ability to comply. While they did not submit any formal plans to the City until 2013, they did convey to Staff that they had been actively raising funds based on draft plans for the building since before the property was purchased, thus alterations were a concern. To that end, Staff and the UDO were sensitive to the Church's concerns when providing alternative design suggestions in order to attempt to manipulate the building in a way that would not compromise their desired internal functions, but would bring the site into further compliance.

As previously mentioned, Staff and the UDO are generally supportive of the request due to unique circumstances of the user. Approval of these Major Warrants will allow this user to occupy the site as a church. While under ideal circumstances there are elements of the plan that could be improved upon, the Church has been willing to work with Staff and the UDO to meet several "critical elements" of the code, as not to deter the ultimate build out of the district. These elements include: the amenity zone along Liberty Grove Road and Princeton Road to enhance the pedestrian realm, bringing the building up to the street, and adequately screening surface parking. With that said, Major Warrants should be evaluated on a case by case basis and should not be seen as setting precedence.

**It is important to note that this Major Warrant request only pertains to the specific elements outlined in detail below. The use itself is allowed by right. All renderings and plans provided herein are intended to show the applicant's intent as it pertains to the specific Major Warrant requests. However, detailed development plans will be subject to all other FBC requirements and administrative approval.**

The Planning and Zoning Commission recommend approval of this item with a 6/1 vote at their February 25, 2014, Meeting with the stipulation that windows be added as seen in Exhibit A. The Church was agreeable to the change and has agreed to incorporate the windows as suggested. The discussion can be viewed as item C.3 at the following link: <http://rowlettx.swagit.com/player.php?refid=02252014-3>.

## **DISCUSSION**

The Major Warrants requested are outlined below. Staff has included commentary in italics below each request:

- 1. Exemption from the fee in lieu requirement for public Open Space.**

*This warrant is a global concern that does not pertain only to the Church or this specific request. At the time of adoption of the FBC, Staff and the UDO knew there was a need to establish an open space fund in order for the City to generate funds to purchase and enhance centralized open space in the FB Districts. It was deemed impractical to require every small lot to provide 10 percent open space, as that would not help achieve the goal of highly amenitized centralized public open space. To that end, the fund requirement was established for properties that were too small to effectively dedicate open space on their individual site. However, in practicality, the requirement as written is cost prohibitive. It is estimated in the case of the Church that the requirement could add another \$50,000+ in fees to their development costs. To that end, while Staff and the UDO still believe a fund is necessary, The City needs to re-evaluate how fees can be exacted in a way that will not be cost prohibitive to projects moving forward. Staff plans to bring possible amendments forward for the Commission and Council's consideration in the near future.*

**2. Reduction from the continuous building frontage standard of 80% to 43% along Princeton Road and 35% along Liberty Grove Road.**

*This requirement is intended for a product type such as a mixed use or mixed residential building that would typically be found in a UV District. In addition, the church's long-term plans include a second addition, which will increase the frontage. In light of the intended use of the building as a Church and their desired internal format, this warrant could be considered appropriate.*

**3. Exemption from the requirement to provide functioning entries no greater than 60 feet apart.**

*This FBC requirement is intended for a product type such as a mixed use or mixed residential building that would typically be found in a UV District. However, in light of the intended use of the building as a Church, this requirement is not practical.*

**4. Reduction of transparency from the minimum 30% required, to 13% along the Princeton Road façade and 7% along the Liberty Grove Road façade, which is indicated on the current plans.**

*Due to the articulation of the building, a reduction from the standard could be considered appropriate. In the beginning of the review process the walls were essentially blank. The additions of the decorative panels along the walls of the building and the addition of wrought iron features along the courtyard wall were a step in the right direction as far as adding interest to the building and the pedestrian realm. However, the better option would be to provide true windows along the street frontages. In discussing this concern with the Church,*

they have indicated that there are internal programming concerns that prevent them from putting windows in certain areas; for example, the baptistery area.

**Based on the Planning and Zoning Commission's recommendation, the Church is agreeable to adding windows as seen in Exhibit A to help soften the appearance along the street frontages. With the incorporation of these suggestions the percentages increase to 18.6% along Princeton Road and 11.6% along Liberty Grove Road.**

**5. Allowing a monument sign along Princeton Road.**

*Monument signs are typically not permitted in the UV District, as they are typically seen as more vehicular in nature than pedestrian oriented. However, again the use of the building as a church and the fact that Liberty Grove Road is currently a vehicular oriented roadway makes it appropriate to consider a monument sign in this area. In addition, Staff has worked closely with the UDO to create monument sign standards that will not compromise the intent of the district. The Church is willing to adhere to those standards, and as such Staff and the UDO are supportive of this warrant.*

**6. The building is oriented toward the proposed surface parking.**

*Based on a number of standards and intent statements within the FBC, it is clear that buildings should be oriented toward the street. The applicant has made efforts to come in further conformance with the FBC by providing a main entry off of Princeton Road. However, there are still many side effects to orienting the building toward the parking, such as transparency along Liberty Grove Road. Since the interior programming of the building puts the supporting functions (i.e. baptistery, dressing room, storage rooms, etc.) along Liberty Grove Road, it makes it difficult for the applicant to introduce transparency along the façade. While the Church's internal functions may necessitate this warrant, this should not be seen as setting precedence.*

**It should be noted that on the public hearing notice, Staff listed the building height as a Major Warrant. This was an oversight. The reduction from two stories to one story is considered a Minor Warrant and can be administratively approved.**

**Public Hearing Notices:**

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. 13 notices were mailed on February 7<sup>th</sup>, and as of Wednesday February 19, 2014, Staff has received one response in opposition and one in favor (Attachment 3).

As noted in the summary section of this report, the respondent in opposition expressed concern that the requested Major Warrants will prevent the development of his property under the UV

standards. Upon further discussion, Staff ascertained that the main concern is the lack of windows along the street, thus creating a “dead zone” instead of a vibrant pedestrian realm. Since one of the main benefits of the FBC is adjacency predictability, Staff sees this as a valid concern. **With the addition of the windows Staff is satisfied that the Church has addressed this concern to the best of their ability.**

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

Based on the abovementioned analysis, Staff and the UDO are generally supportive of the request. The official UDO recommendation can be viewed as Attachment 4.

## **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, GRANTING MAJOR WARRANTS TO THE EAST DALLAS CHURCH OF GOD FOR STRUCTURAL ASPECTS OF A CHURCH FACILITY AS SET FORTH IN THIS ORDINANCE ON PROPERTY SITUATED AT 8701 LIBERTY GROVE ROAD AND BEING DESCRIBED AS 3 +/- ACRES IN THE JAMES M. HAMILTON SURVEY, ABSTRACT 544, PAGE 560, CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with the laws of the State of Texas and the ordinances of the City, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Major Warrants awarded herein should be approved.

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

**Section 1:** That the City Council of the City of Rowlett, Texas does hereby grant the following major warrants, further illustrated in Exhibit A, attached hereto and incorporated herein, to the East Dallas Church of God, for property located at 8701 Liberty Grove Road, being 3 +/- acres in the James M. Hamilton Survey, Abstract 544, Page 560, Rowlett, Dallas County, Texas (“Property”):

1. Exemption from the fee-in-lieu requirement for public Open Space;
2. Reduction from the continuous building frontage standard of 80% to 43% along Princeton Road and 35% along Liberty Grove Road;

3. Exemption from the requirement to provide functioning entries no greater than 60 feet apart;
4. Reduction of transparency along the Princeton Road façade and along the Liberty Grove Road façade;
5. Allowing a monument sign along Princeton Road; and
6. Allowing building orientation toward the proposed surface parking.

**Section 2:** That all development and use regulations and requirements imposed on property in the Form Based Code – Urban Village zoning district shall apply to the development and use of the Property unless in conflict with this ordinance, in which case the provisions of this ordinance shall prevail.

**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 Comprehensive Zoning Ordinance, 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.

**Section 6:** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law and charter in such case provide.

## **ATTACHMENTS**

Exhibit A- Rendering and Site Plan for illustrative purposes

Attachment 1- Location Map

Attachment 2 - Framework Plan

Attachment 3 – Public Hearing Notices

Attachment 4 – UDO Recommendation



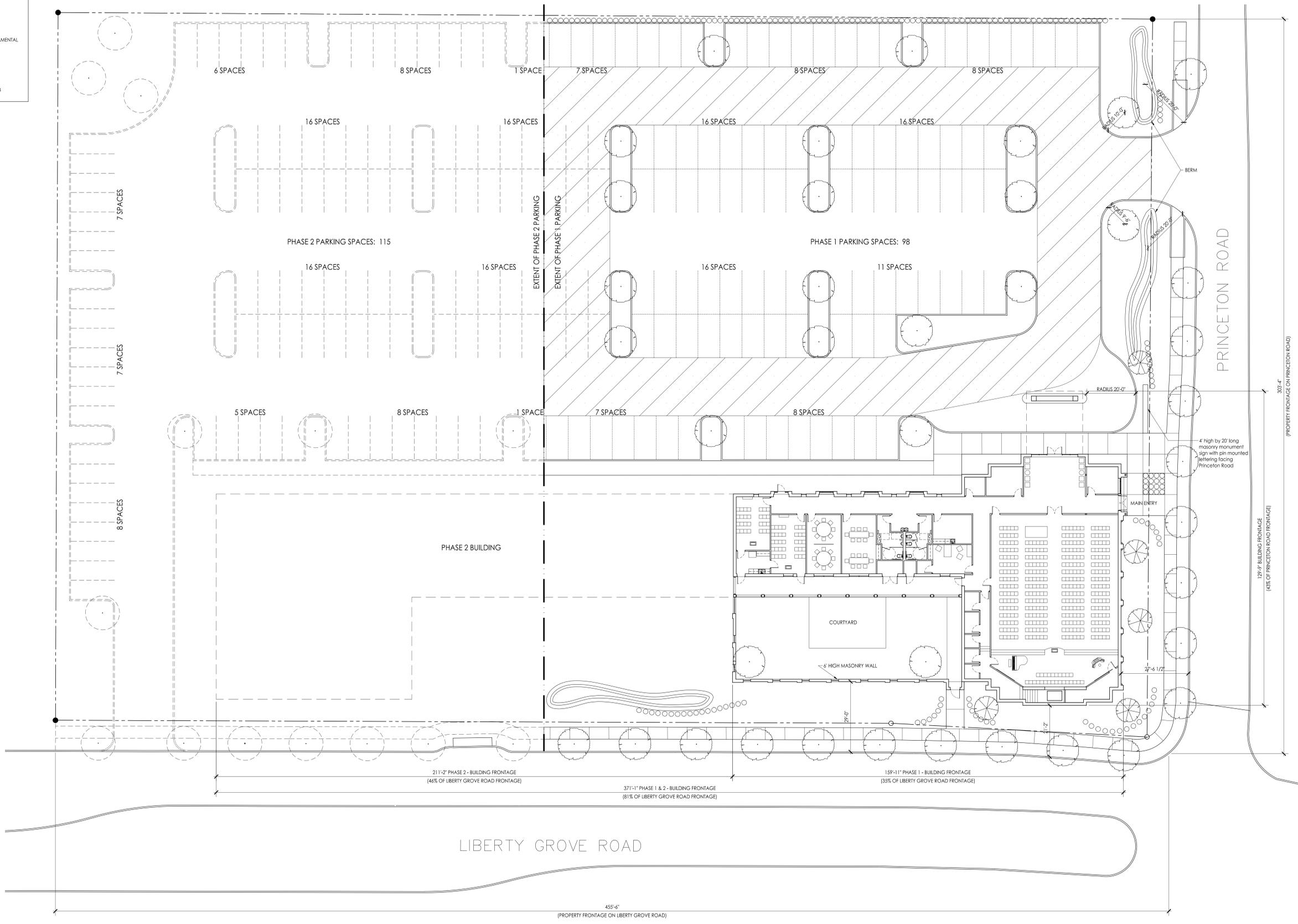
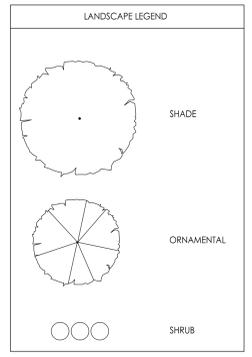
EAST DALLAS CHURCH OF GOD ROWLETT, TEXAS

DESIGN TEAM  
OWNER:  
EAST DALLAS CHURCH OF GOD  
ADDRESS  
ROWLETT, TEXAS ZIP  
P: XXX-XXX-XXXX

ARCHITECT:  
MCCARTHY ARCHITECTURE  
620 MAIN STREET, SUITE 100  
GARLAND, TEXAS 75040  
972.272.2500 P  
972.272.2510 F

STRUCTURAL ENGINEER:  
TRC WORLDWIDE ENGINEERING  
13800 MONTFORT DRIVE  
DALLAS, TEXAS 75240  
972.991.1188 P  
972.991.1192 F

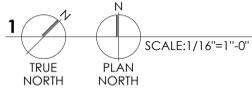
CIVIL ENGINEER:  
ENGINEERING CONCEPTS, INC.  
201 WINDCO CIRCLE  
WYLIE, TEXAS 75098  
972.941.8400 P  
972.941.8401 F



REVISIONS

SEAL

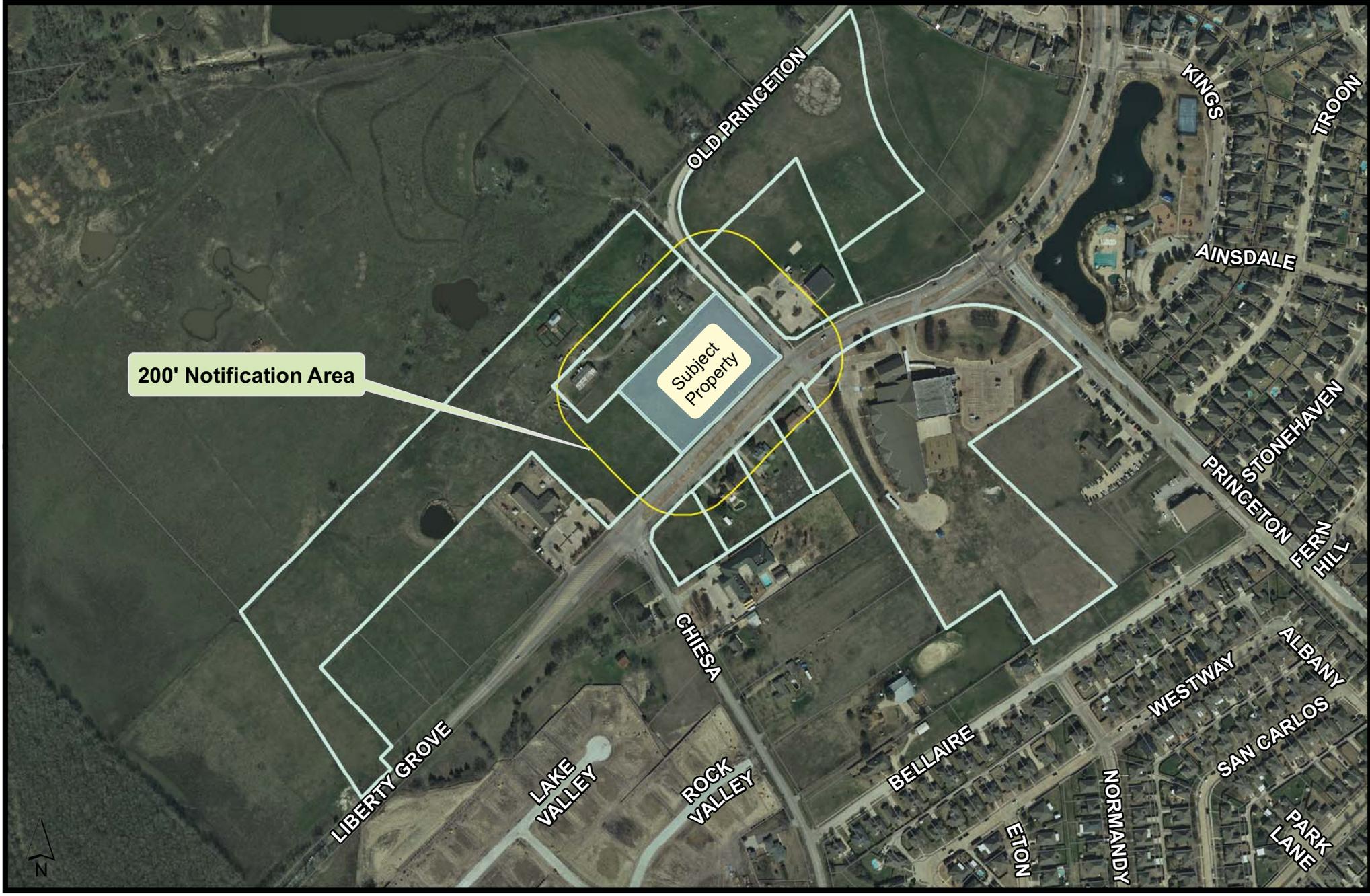
Copyright © 2014  
DATE: 02.20.2014  
SCALE:  
JOB NO. MA13005  
DRAWN: CB  
APPD: KM  
ACAD #  
SITE PLAN



Site Plan B  
plan

DRAWING NO. REV. NO.

A2.00



200' Notification Area

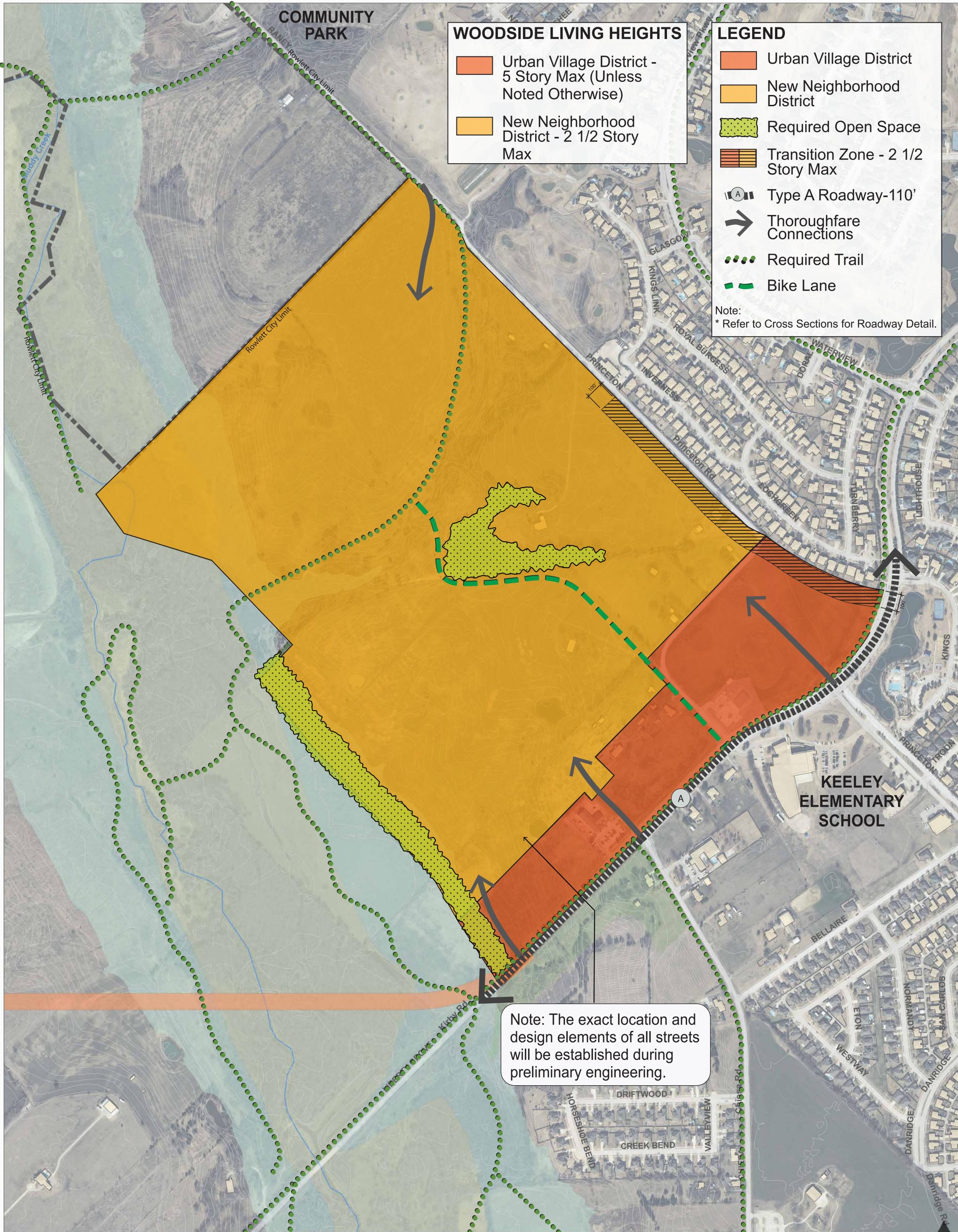
Subject Property



East Dallas Church of God  
8701 Liberty Grove RD  
Map Created: February 06, 2014

200 FT NOTIFICATION AREA

# Woodside Living (B2) - Framework Plan





**Development Services  
Department/Planning Division**

**NOTICE OF PUBLIC HEARING**

**TO:** Property Owner  
**RE:** Application for Major Warrants  
**LOCATION:** The subject property is located at 8701 Liberty Grove Road, being 3 +/- acres in the James M. Hamilton Survey, Abstract 544, Page 560, Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

**EXPLANATION OF REQUEST:** The subject property is located within the Urban Village Form Based District. The applicant requests Major Warrants related to the following Form Based Code standards in order to develop a civic building (Church): building orientation, block dimension, building height (The code requires a two story minimum; the applicant requests a one story maximum), and façade rhythm.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** Exemption this property from the Urban Village FBC will prevent the development of our property in accordance with the UVFBC.

**SIGNATURE:** [Signature] CEO Pradip Khaty  
**ADDRESS:** 3500 Maple Ave Suite 115 Dallas, TX 75219

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 25th day of February, 2014, and the City Council will hold a public hearing at 7:30 p.m. on the 4th day of March, 2014 both 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. The protest must be received by the Planning Division by 5 pm on Wednesday, February 19th to be included in the Planning and Zoning Commission packet and February 26th to be included in the City Council packet. Responses received by February 19th will also be forwarded to City Council. Responses received after February 28th shall not be counted in the record of response. The protest shall object to the Major Warrant(S), contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

<p>If you have any questions concerning this request, please contact the Planning Division                  Phone 972-463-3904                  FAX 972-412-6228                  dacevedo@rowlett.com</p>	<p>RETURN by Mail                  City of Rowlett Planning Dept.                  3901 Main Street                  Rowlett, TX 75088</p>
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**Development Services  
Department/Planning Division**

**NOTICE OF PUBLIC HEARING**

**TO:** Property Owner  
**RE:** Application for Major Warrants  
**LOCATION:** The subject property is located at 8701 Liberty Grove Road, being 3 +/- acres in the James M. Hamilton Survey, Abstract 544, Page 560, Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

**EXPLANATION OF REQUEST:** The subject property is located within the Urban Village Form Based District. The applicant requests Major Warrants related to the following Form Based Code standards in order to develop a civic building (Church): building orientation, block dimension, building height (The code requires a two story minimum; the applicant requests a one story maximum), and façade rhythm.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** We as a church community are eager to be a part of the vibrant and growing City of Rowlett.  
On behalf of East Dallas Church of God

**SIGNATURE:** Pastor T. Thomas (T. Thomas)  
**ADDRESS:** 4305 Vista Creek Dr. Rowlett, TX 75088

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on the 25th day of February, 2014, and the City Council will hold a public hearing at 7:30 p.m. on the 4th day of March, 2014 both 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. The protest must be received by the Planning Division by 5 pm on Wednesday, February 19th to be included in the Planning and Zoning Commission packet and February 26th to be included in the City Council packet. Responses received by February 19th will also be forwarded to City Council. Responses received after February 28th shall not be counted in the record of response. The protest shall object to the Major Warrant(S), contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

**RECEIVED**  
**FEB 20 2014**  
**PLANNING DEPT.**

If you have any questions concerning this request, please contact the Planning Division  
 Phone 972-463-3904  
 FAX 972-412-6228  
 dacevedo@rowlett.com

RETURN by Mail  
 City of Rowlett Planning Dept.  
 3901 Main Street  
 Rowlett, TX 75088

**TOWNSCAPE, Inc.**  
Town Planning and Urban Design

# Memo

3839 MCKINNEY AVE  
SUITE 314  
DALLAS, TX 75204  
  
Townscape.com

**To:** Erin Jones, Director of Development Services  
**From:** Dennis Wilson, FAICP, CNU-A  
**Date:** 19 February 2013  
**Re:** Urban Design Officer Review of East Dallas Church of God  
Major Warrant Package – Woodside Living UV-FB

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## **Urban Design Officer Review**

Per your request, I have reviewed the proposed Major Warrant package.

I find the proposal to be in conflict with the Form Based Code's intent and standards for the Urban Village FB District, but there are unique circumstances with this property:

- It is a church and can be considered a Landmark building and is eligible for special standards; and
- It is located directly on Liberty Grove Road, and impacts the image and development pattern in the Urban Village area both along Liberty Grove and in Woodside Living.

The following Major Warrants should be looked upon favorably:

- Exemption from the fee in lieu requirement for public Open Space, due to the fact that it would arguably result in no additional demand for utilizing open space, and it is providing an enhanced landscaped strip along both adjacent roadways which sets the building back from the street edge;
- Reduction from the continuous building frontage standard of 80% along Princeton Road and Liberty Grove Road, because it is a church with a long term build-out program which will likely fill out the block faces as it expands;
- Exemption from the requirement to provide functioning entries no greater than 60 feet apart;
- Reduction of transparency from the minimum 30% required along Princeton Road and Liberty Grove Road, due to the articulation of the building and some of the interior functions of the building, but provided that additional windows on the street sides are provided.
- Allowing a monument sign along Princeton Road, but conforming to the standard below.

### **Monument Signs**

- a. Monument signs shall be limited to a maximum height of six (6'). The maximum size for the sign area is thirty-five (35) square feet per sign face. Every monument sign shall be

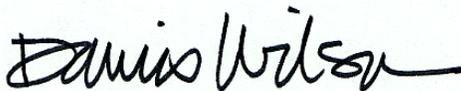
required to have a minimum one (1') foot masonry base, measured from grade level to the bottom of the sign area.

- b. All Building materials and colors utilized for construction of monument bases and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by Minor Waiver
- c. Signs shall be located so as not to block visibility for vehicles entering or leaving a site.

Approval of these Major Warrants will allow the applicant to construct this building for use as a church; however, there are some important issues which should be addressed further so as to not set undesirable precedents under the FBC.

- Building orientation toward the proposed surface parking. Based on a number of standards and intent statements within the FBC, it is clear that buildings should be oriented toward the street. The applicant has made efforts to come in further conformance with the FBC by providing a main entry off of Princeton Road. However, there are still many side effects to orienting the building toward the parking, such as transparency along Liberty Grove Road. Since the interior programming of the building puts the supporting functions (i.e. storage rooms, dressing rooms, etc.) along Liberty Grove Road, that makes it difficult for the applicant to introduce transparency along the façade.

We have had good discussions with the applicant and believe that they generally understand City's objectives for Urban Village development along Liberty Grove Road in Woodside Living. While the proposal does dilute the development intent of the Urban Village standards, it will not likely impede adjacent development from meeting the full intent of the FBC. I therefore support the Major Warrant package subject to meeting all other development standards of the FBC. Such things as parking lot landscaping, appropriate tree species for street trees, window placement and treatment along the street (if applicable), screening of parking, lighting, HVAC placement, etc. will be determined as part of the Development Plan process.



Dennis Wilson, FAICP, CNU-A  
**TOWNSCAPE, Inc.**



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 03/04/2014

**AGENDA ITEM:** 8B

### **TITLE**

Conduct a public hearing and consider an ordinance approving a request for a Special Use Permit for a self-storage mini-warehouse in the Industrial Overlay District with a base zoning of General Manufacturing (M-2). The subject property is located at 2416 Lakeview Parkway, further described as Lot 1R, Block A of the Storage Max of Rowlett Addition No. 2 in City of Rowlett, Dallas County, Texas. (SUP13-697)

### **STAFF REPRESENTATIVE**

Garrett Langford, AICP, Principal Planner

### **SUMMARY**

The applicant, Extra Space Storage, is proposing to add a 9,600 square-foot mini-warehouse building to their site at 2416 Lakeview Parkway. The subject property is zoned General Manufacturing (M-2) and is within the Industrial Overlay District. (Attachment 1 – Location Map, Attachment 2 – Site Photos).

A special use permit is required for a mini-warehouse use in M-2 zoning. When the property was developed in 2002, a mini-warehouse use was permitted by right and did not require a special use permit. However, subsequent amendments to the zoning ordinance now require mini-warehouse land uses to obtain a special use permit in M-2 zoning. In order to expand the mini-warehouse use, a special use permit will be required.

The Planning and Zoning Commission unanimously recommended approval of this item at their February 11, 2014, meeting.

### **BACKGROUND INFORMATION**

The subject property is located at 2416 Lakeview Parkway between Gordon Smith Drive and Boyd Boulevard. The subject property is currently zoned General Manufacturing M-2 within the Industrial Overlay District. The subject property was developed in 2002 with four mini-warehouse buildings totaling in 63,000 square feet with 502 storage units. In addition, the site currently has 60 outdoor RV/boat stalls. The site also includes a 3,000 square-foot, two-story office/apartment building. The apartment is for the on-site caretaker, an employee of the mini-warehouse. The applicant is proposing to add a 9,600 square-foot building with 92 storage units. The proposal would also expand the number of the RV/boat stalls from 60 to 88. Part of the existing RV/boat stalls will be replaced by the new building. The parking area will be expanded to the south by 210 feet to replace RV/boat stalls taken up by the proposed building.

Surrounding land uses and zoning include the following. The adjacent and nearby property to the east, south and west are zoned M-2 within the Industrial Overlay District. Fronting on Lakeview, the property directly to the west is an auto tire and battery shop and to the east is a car wash. The properties to south along Boyd Boulevard and Gordon Smith Drive include a number of industrial uses. To the north of the subject property across Lakeview Parkway are retail and food establishments zoned C-2 with Special Use Permits.

The proposed development will require approval of Special Use Permit by City Council. Currently, the development plan for the expansion has been submitted by the applicant and 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 following section lists the criteria for a Special Use Permit followed by Staff's comments.

## **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 not located within one of the 13 opportunity areas in the Realize Rowlett 2020 Comprehensive Plan. The Realize Rowlett 2020 Comprehensive Plan states that for areas outside of the opportunity areas that the existing zoning as amended will continue to direct design and investment decisions. The Plan further states that it's Guiding Principles should be considered in decisions about rezoning, subdivision and site design throughout the City.***

***While this proposed special use permit does not directly advance the Guiding Principles outlined in the Rowlett Comprehensive Plan, it is consistent with the existing land uses in the Industrial Overlay District. The mini-warehouse is an existing use of the subject property. It is staff's opinion that a mini-warehouse use at this location is consistent with the surrounding industrial uses and meets the intent of the property's conventional base zoning, M-2. The proposed expansion of the mini-warehouse does not change that opinion. Further, the long term vision for this area as the industrial area for City was reaffirmed with the adoption of the Industrial Overlay District in 2012. Granting the special use permit for a mini-warehouse is in line with the intent of the Industrial Overlay District.***

2. The proposed special use permit is consistent with the purpose and intent of the zoning district in which it is located;

***The existing base zoning is M-2 and allows for industrial and warehouse uses. Per Section 77-203.B.8 of the RDC:***

***The M-2 district is intended primarily for the conduct of heavier manufacturing, assembling, fabrication, warehousing, and distribution. These uses usually require accessibility to major rail, air, or street transportation facilities. These uses will not typically be in the area of residential uses, office, or retail developments.***

***Based on the intent of the M-2 zoning district, a mini-warehouse is a compatible use at this location.***

3. Whether the proposed special use permit meets the challenge of some changing condition, trend, or fact;

***The special use permit is needed in order for the applicant to expand their operation. When the property was developed in 2002 for a mini-warehouse, it was permitted by right in M-2 zoning. The Rowlett Development Code (RDC) adopted in 2006 required a conditional use permit for mini-warehouse in M-1 or M-2 zoning districts. The recent revisions to the RDC in 2013 replaced conditional use permits with special use permits for certain uses, including mini-warehouses.***

4. Whether the proposed special use permit will protect or enhance the health, safety, morals, or general welfare of the public;

***The proposal should not negatively affect the health, safety, morals, or general welfare of the public. The property is located in an industrial area and is not located near any residential subdivisions. The location of the proposed expansion of the facility is bounded by a number of industrial uses, which are more intense. Expanding the mini-warehouse should not interfere with the adjacent industrial uses.***

***The proposed addition will require a development plan and civil engineering plans to ensure the site complies with the applicable development and engineering standards.***

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 existing mini-warehouse development is located in the City's industrial district where warehousing and storage is a permitted land use. The proposed addition to the existing mini-warehouse development will not have adverse on adjacent properties. The expansion will occur to the rear of the site and will not be visible from Lakeview Parkway.***

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 mini-warehouse. The proposed addition to the existing mini-warehouse development would not adversely affect the surrounding area.***

#### Public Notice

On January 23, 2014, a total of 37 notices were sent to property owners within 200 feet. As of Wednesday February 26, 2014, four (4) responses were received. Three (3) were in favor of the request and one (1) is in opposition to the request citing concerns with water runoff. The civil plans will require a drainage plan to ensure that there is no lot to lot runoff. Copies of the responses are in Attachment 3.

#### **FISCAL IMPACT**

N/A

#### **STAFF RECOMMENDATION**

Based on compatibility with the surrounding area in the Industrial Overlay District and meeting the criteria in the RDC, and in accordance with the Planning and Zoning Commissioner's February 11<sup>th</sup> recommendation of approval, Staff recommends approval of the request.

#### **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 PROPERTY LOCATED AT 2614 LAKEVIEW PARKWAY, DESCRIBED AS A 5.105 +/- ACRE TRACT OF REAL PROPERTY FURTHER DESCRIBED AS LOT 1R, BLOCK A, STORAGE MAX OF ROWLETT ADDITION NO. 2, CITY OF ROWLETT, DALLAS COUNTY, TEXAS, TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF AN EXPANSION TO AN EXISTING SELF-STORAGE MINI-WAREHOUSE FACILITY 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 an expansion to an existing self-storage mini-warehouse facility on a 5.105 +/- acre tract of real property situated at 2416 Lakeview Parkway, described as Lot 1R, Block A, Storage Max of Rowlett Addition No. 2, in the City of Rowlett, Dallas 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 an expansion of the existing mini-warehouse storage facility be and is hereby authorized and allowed to be constructed and operated on the Property under the following terms and conditions:

1. The location of buildings and paved areas on the Property shall be in accordance with the Site Plan attached hereto as Exhibit "B."
2. The existing facility may be enlarged to include an additional structure of up to 9,600 square feet in size and may include up to 92 storage units.
3. The total number of storage spaces/stalls for recreational vehicles and boats may be increased for up to a total number of 88 stalls.
4. 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 expressly provided for in this Ordinance, the development, use and occupancy of the Property shall conform to the standards and regulations set forth in the IO Industrial Overlay District and the M-2 General Manufacturing 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.
5. The authorization contained in this Ordinance is not intended and shall not be construed to approve any development plan of any kind, including but not limited

to a site plan, landscaping plan, façade plan, or other plan, nor to grant any permit of any kind, otherwise required by existing ordinances of the City.

**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

**LEGAL DESCRIPTION**

Being a 5.105 acre tract of land situated in the R. Crist Survey, Abstract No. 225 and being all of Lot 1R, Block A, Storage Max of Rowlett Addition No. 2, an addition to the City of Rowlett, Dallas County, Texas, according to the plat thereof recorded in County Clerk's Instrument No. 20070275496, Deed Records of Dallas County, Texas, said 5.105 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch capped steel rod found for corner in the south right-of-way line of Lakeview Parkway (State Highway No. 66 - having a variable width right-of-way), said point being the most northerly-northwest corner of the aforementioned Lot 1R, Block A and also being the northeast corner of Lot 2, Block A of Storage Max of Rowlett Addition, an addition to the City of Rowlett, Dallas County, Texas, according to the plat thereof recorded in Volume 2001232, Page 84, Deed Records of Dallas County, Texas;

THENCE, South 82 degrees 55 minutes 59 seconds East, along said south right-of-way line of Lakeview Parkway (State Highway No. 66) a distance of 99.85 feet to a concrete TXDOT monument found for corner, said point being the northwest corner of Block 2 of Toler Industrial Park, an addition to the City of Rowlett, Dallas County, Texas, according to the plat thereof recorded in Volume 78002, Page 1935, Deed Records of Dallas County, Texas, said point also being the northeast corner of said Lot 1, Block A;

THENCE, South 05 degrees 08 minutes 08 seconds West, along the east line of said Lot 1R and the west line of said Block 2 of Toler Industrial Park Addition, a distance of 1,265.35 feet to a 5/8-inch steel rod with plastic cap stamped "JDJR" set for corner;

THENCE, North 84 degrees 44 minutes 16 seconds West, along the south line of said Lot 1R, a distance of 202.61 feet to a 5/8-inch steel rod with plastic cap stamped "JDJR" set for corner in the east line of Block 3 of Toler Industrial Park No. 2, an addition to the City of Rowlett, Dallas County, Texas, according to the plat thereof recorded in Volume 79194, Page 854, Deed Records of Dallas County, Texas, same being the west line of said Lot 1R, Block A;

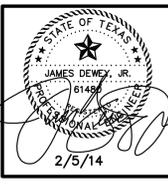
THENCE, North 05 degrees 15 minutes 45 seconds East, along the east line of said Block 3 of Toler Industrial Park Addition No. 2 and the west line of said Lot 1R a distance of 941.49 feet to a 5/8-inch capped steel rod found for corner, said point being the southwest corner of said Lot 2, Block A and also being the most westerly-northwest corner of said Lot 1R;

THENCE, South 84 degrees 44 minutes 15 seconds East along a common line of said Lots 1R & 2, Block A, a distance of 100.00 feet to a 5/8-inch capped steel rod found for corner, said point being the southeast corner of said Lot 2 and also being an interior corner of said Lot 1R;

THENCE, North 05 degrees 15 minutes 45 second East along a common line of said Lots 1R & 2, Block A, a distance of 327.00 feet to the PLACE OF BEGINNING.

CONTAINING a computed area of 222,370 square feet or 5.105 acres of land.

**JDJR** ENGINEERS & CONSULTANTS, INC.  
 TSBP REGISTRATION NUMBER F-8627  
 ENGINEERS • SURVEYORS • LAND PLANNERS  
 2600 Texas Drive Suite 100 Irving, Texas 75062  
 Tel 972-252-1049 Fax 972-252-1968



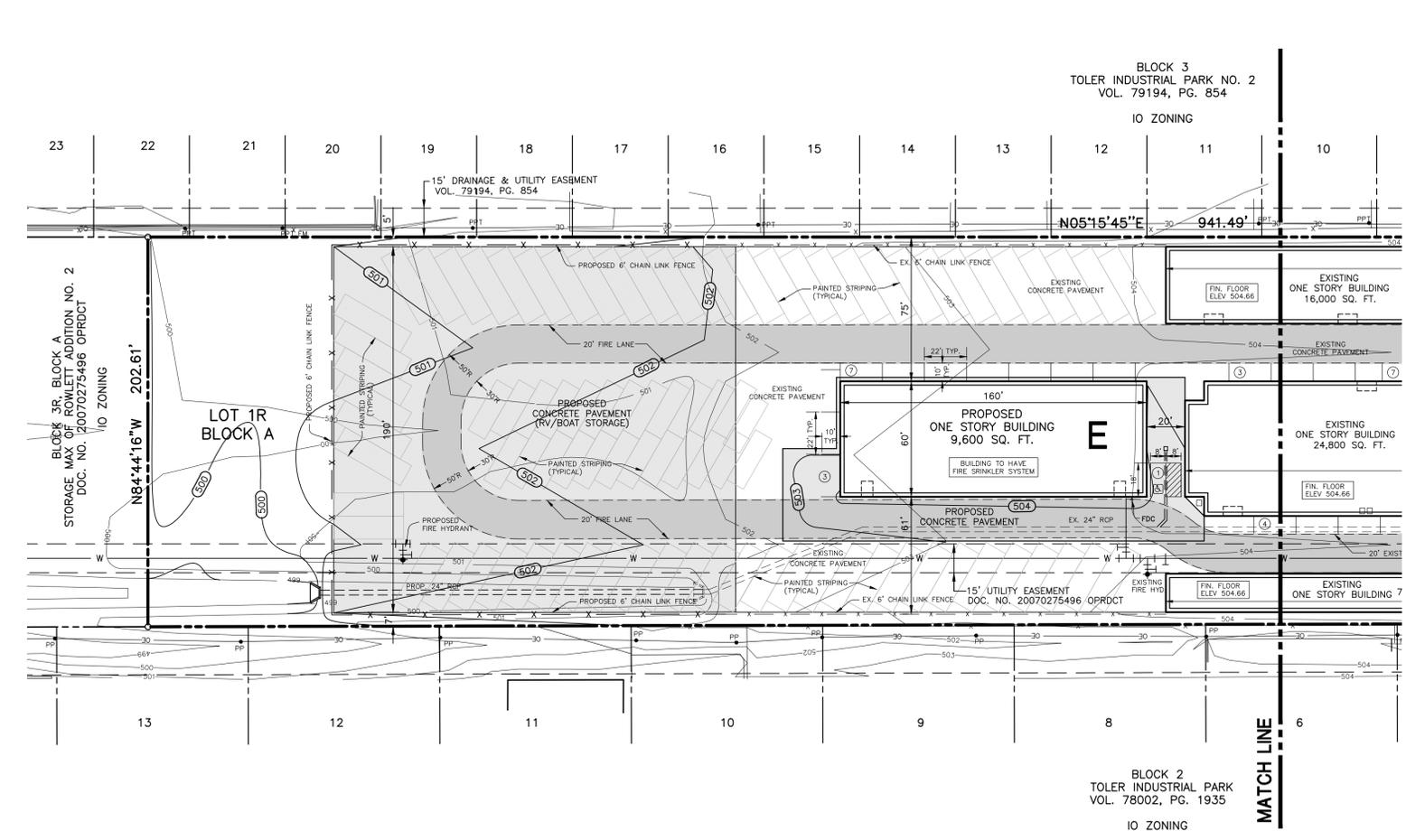
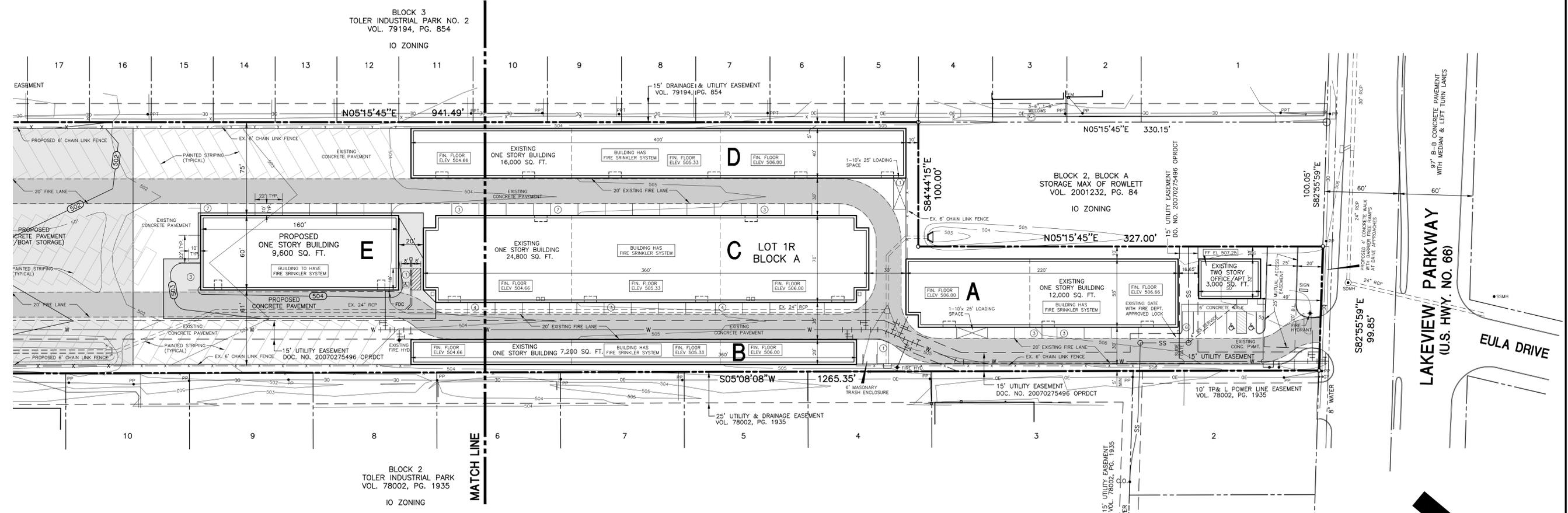
**EXTRA SPACE STORAGE EXPANSION**  
 LOT 1R, BLOCK A  
 STORAGE MAX OF ROWLETTE NO. 2  
 2416 LAKEVIEW PARKWAY  
 ROWLETT, DALLAS COUNTY, TEXAS

REVISIONS:

DATE	REVISION
1-24-14	CITY COMMENTS
2-5-14	CITY COMMENTS

SHEET TITLE  
**EXHIBIT B**  
**ZONING EXHIBIT**  
**EXTRA SPACE STORAGE EXPANSION**  
 LOT 1R, BLOCK A  
 STORAGE MAX OF ROWLETTE NO. 2 ADD'N.  
 R. CRIST SURVEY  
 ABSTRACT NO. 225  
 DALLAS COUNTY

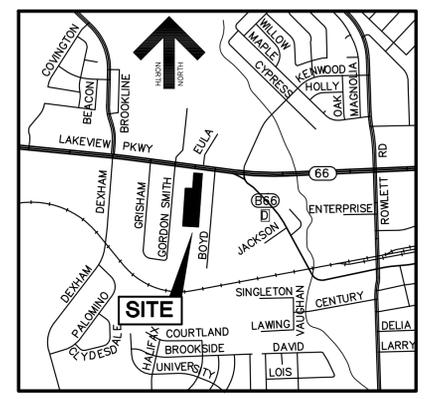
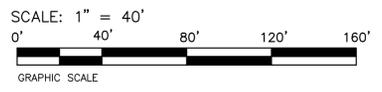
DATE: DEC. 29, 2013  
 SCALE: 1" = 40'  
 DRAWN BY: SAS  
 CHECKED BY: JDJR  
 SHEET NO.  
**1** OF **1**  
 JDJR FILE NO. 225-03-01



NOTE: THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF ROWLETT DEVELOPMENT STANDARDS.

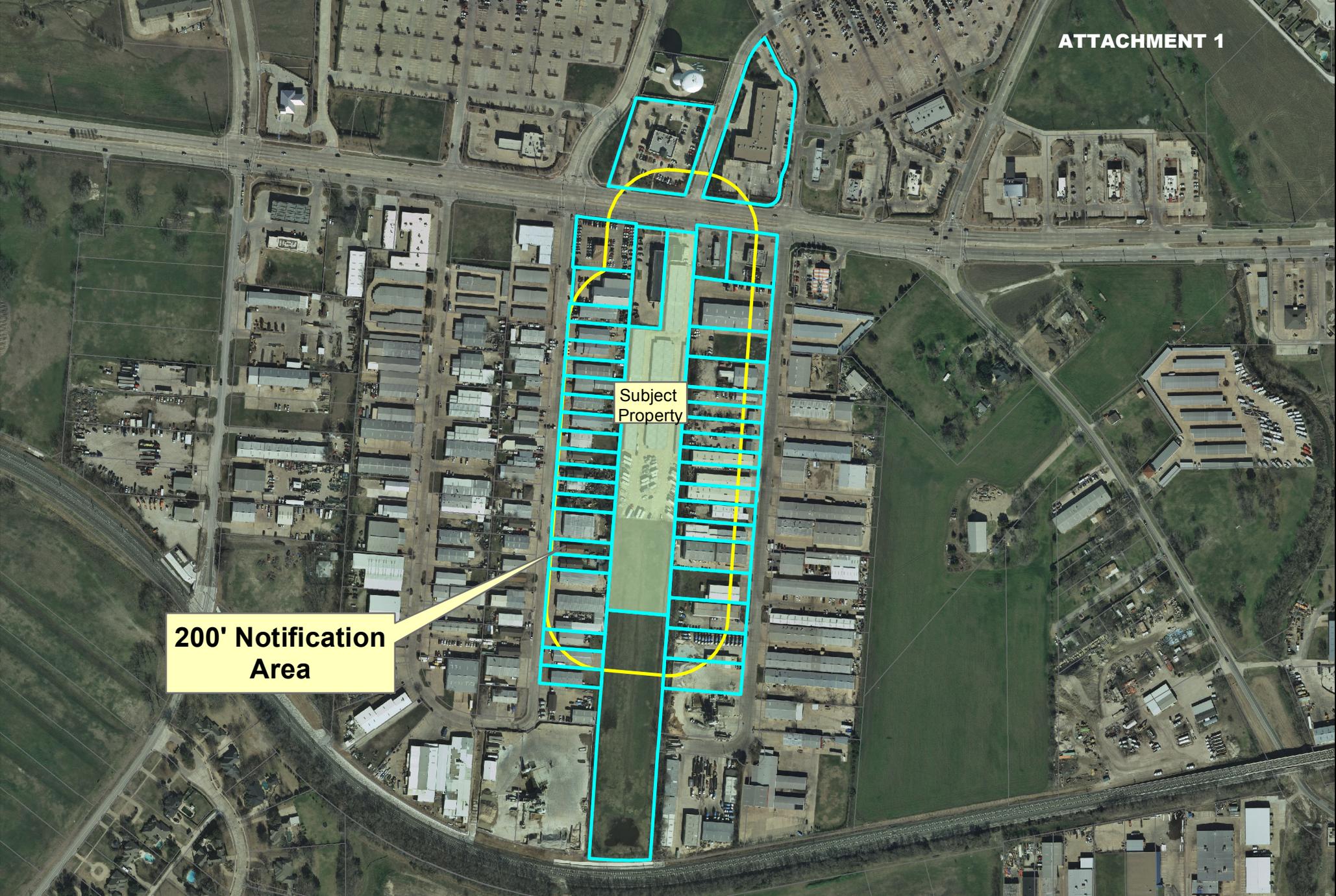
**SITE DATA**

SITE AREA	222,370 SQUARE FEET OR 5.105 ACRES
ZONING	IO - INDUSTRIAL OVERLAY M2 - GENERAL MANUFACTURING
PROPOSED USE	MINI-WAREHOUSE/SELF-STORAGE
<b>EXISTING BUILDING AREA</b>	
OFFICE/APARTMENT	1,600 SQ. FT. (FOOTPRINT) (3,000 SQ. FT. TOTAL, 2 FLOORS)
BUILDING A	12,000 SQ. FT.
BUILDING B	7,200 SQ. FT.
BUILDING C	24,800 SQ. FT.
BUILDING D	16,000 SQ. FT.
TOTAL EXISTING	63,000 SQ. FT.
<b>PROPOSED BUILDING AREA</b>	
BUILDING E	9,600 SQ. FT.
TOTAL BUILDING AREA (FOOTPRINT)	71,200 SQ. FT.
TOTAL BUILDING AREA	72,600 SQ. FT.
LOT COVERAGE	32.02%
FAR	0.3265 OR 32.65%
<b>STORAGE UNITS</b>	
EXISTING	502 UNITS 60 RV/BOAT STALLS
PROPOSED	92 UNITS 28 RV/BOAT STALLS
TOTAL	594 UNITS 88 RV/BOAT STALLS
IMPERVIOUS SURFACE AREA	185,254 SQ. FT.
PERVIOUS SURFACE AREA (OPEN SPACE)	37,116 SQ. FT.
BUILDING HEIGHT	2 STORY MAXIMUM (24')
DWELLING UNITS	1 (RESIDENT MANAGER)
PARKING REQUIRED	1/1500 SQUARE FEET = 72,600/1500 = 48 SPACES
PARKING PROVIDED	49 SPACES (1/1424 SQUARE FEET) INCLUDES 2-10'x25' LOADING SPACES 2 ACCESSIBLE PARKING SPACES REQ'D. 3-8'x18' ACCESSIBLE PARKING SPACES PROVIDED



LOCATION MAP  
NOT TO SCALE

OWNER:  
**STORAGE PORTFOLIO I, LLC**  
 2795 E. COTTONWOOD PKWY.  
 SALT LAKE CITY, UTAH 84121



Subject Property

200' Notification Area



Extra Space Storage  
2416 Lakeview Parkway  
Map Created: January 23, 2014

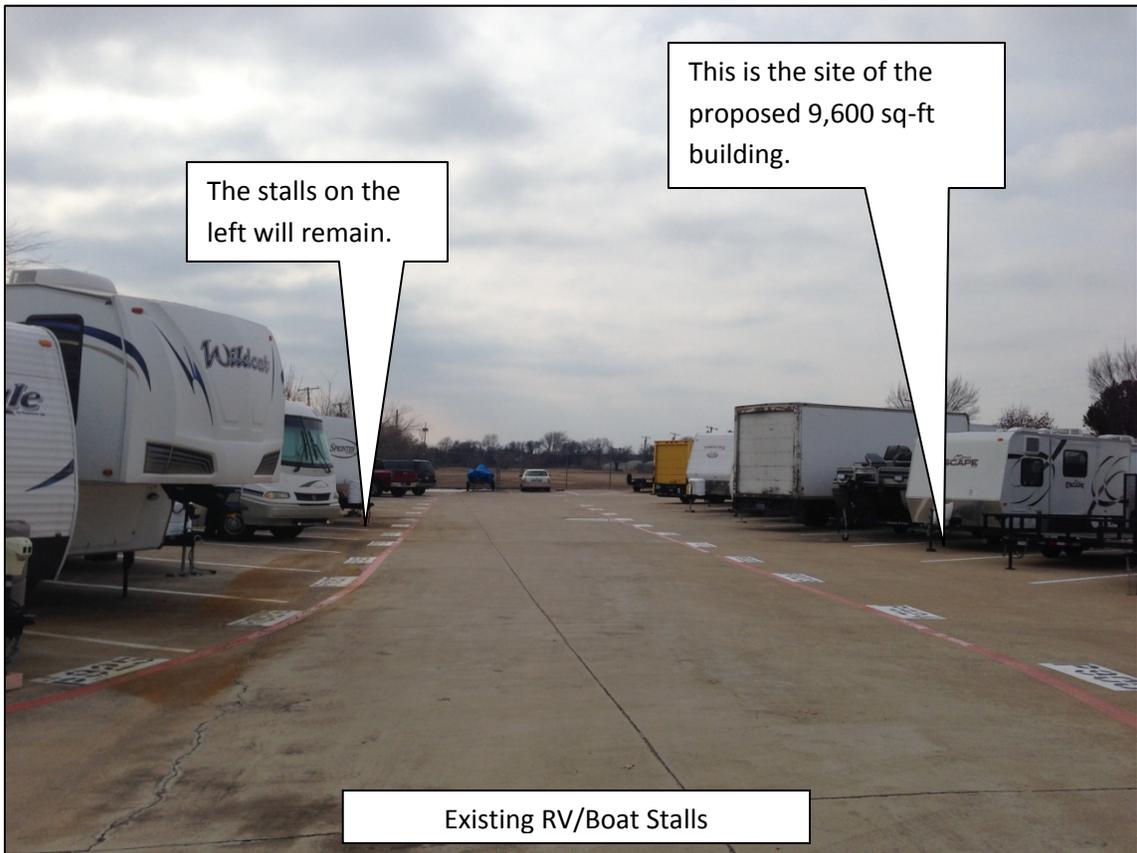
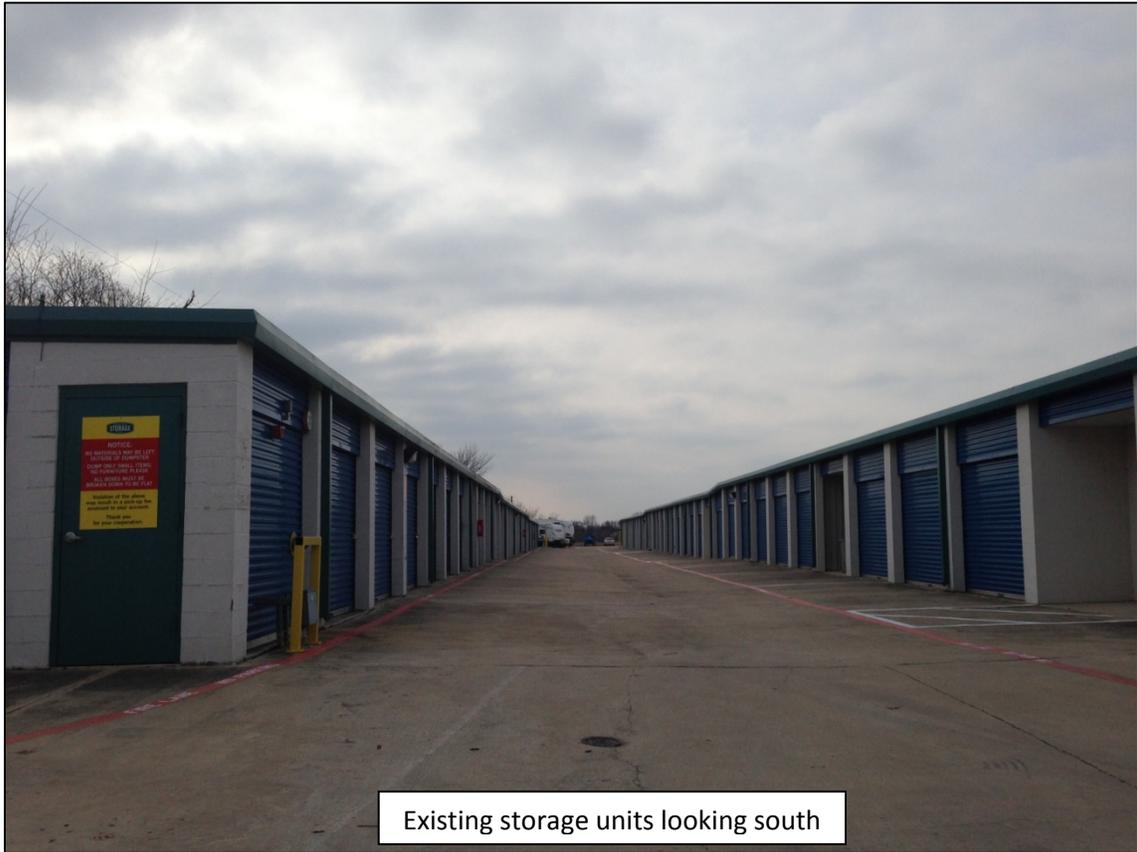


SPECIAL USE PERMIT  
SUP 14-697  
200 FT NOTIFICATION AREA



Fronting Lakeview Parkway









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 2416 Lakeview Parkway being further described as Lot 1R, Block A of Storage Max of Rowlett Addition No. 2 in the City of Rowlett, Texas.
EXPLANATION OF REQUEST: The applicant requests a Special Use Permit to allow a mini-warehouse addition at 2416 Lakeview Parkway.

- [X] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
[] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: This is a commercial district, why not.

SIGNATURE: Tony Perone Sr.
ADDRESS: 4950 BORDON SMITH

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 February 11, 2014, and that the City Council will hold a public hearing at 7:30 p.m. on March 4, 2014, both 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, February 4, 2014, for your comments to be included in the Planning and Zoning Commission packet. All responses received by February 21, 2014 will be forwarded to the City 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 responses.

Table with 2 columns: Contact information for Planning/Public Works Division and Return by Fax or Mail address (City of Rowlett, Planning/Public Works Division, PO Box 99, Rowlett, TX 75030-0099).

**ATTACHMENT 3**



**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 2416 Lakeview Parkway being further described as Lot 1R, Block A of Storage Max of Rowlett Addition No. 2 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 mini-warehouse addition at 2416 Lakeview Parkway. The applicant is proposing to an additional mini-warehouse building and additional RV/boat storage. Granting the Specials Use Permit will also make the existing mini-warehouse development a conforming use. Per the Rowlett Development Code a mini-warehouse requires a special use permit in the General Manufacturing (M-2) Zoning District. (Case Number SUP 14-697).

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** No adverse effect to our property

**SIGNATURE:** Harry R McManis

**ADDRESS:** 4945 Boyd Blvd.

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 February 11, 2014, and that the City Council will hold a public hearing at 7:30 p.m. on March 4, 2014, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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<p>If you have any questions concerning this request, please contact the Planning/Public Works Division          Phone 972-412-6166          FAX 972-412-6228  <a href="mailto:glangford@rowlett.com">glangford@rowlett.com</a></p>	<p><b>RETURN BY FAX OR MAIL</b>          City of Rowlett          Planning/Public Works Division          PO Box 99          Rowlett, TX 75030-0099</p>
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**ATTACHMENT 3**



**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 2416 Lakeview Parkway being further described as Lot 1R, Block A of Storage Max of Rowlett Addition No. 2 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:** *I don't have a problem with this development. They are just adding on to their original development.*

**SIGNATURE:** *Russ Carroll*

**ADDRESS:** *5901 Lindaustrim Rd Dallas TX 75227*

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 February 11, 2014, and that the City Council will hold a public hearing at 7:30 p.m. on March 4, 2014, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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**Department of Public Works/Planning Division**

**NOTICE OF PUBLIC HEARING**

**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:** RAINWATER (RAIN RUN-OFF) Needs Retention Pond.

**SIGNATURE:**

**ADDRESS:**

4930 GORDON SMITH

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 **February 11, 2014**, and that the City Council will hold a public hearing at 7:30 p.m. on **March 4, 2014**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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**RETURN BY FAX OR MAIL**  
 City of Rowlett  
 Planning/Public Works Division  
 PO Box 99  
 Rowlett, TX 75030-0099