



City of Rowlett

Meeting Agenda

City Council

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

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

Tuesday, November 4, 2014

5:00 P.M.

Municipal Building – 4000 Main Street

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

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

1. **CALL TO ORDER**
2. **EXECUTIVE SESSION (5:00 P.M.)* Times listed are approximate**
 - 2A. 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. (15 minutes)
 - 2B. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate on property at 2801 Lakeview Parkway. (20 minutes)
3. **WORK SESSION (5:35 P.M.)***
 - 3A. Discuss amending the City of Rowlett Code of Ordinances, Chapter 22 "Environment" to address dead and dangerous trees. (15 minutes)
 - 3B. Discuss a resolution ratifying emergency line repairs at Eastside Lift Station force main as identified in Change Order #4 for the 24-Inch Force Main and TV Inspection Project in the amount of \$118,909 to Flow-Line Construction and authorizing the Mayor to execute the necessary documents. (10 minutes)
 - 3C. Presentation of Year-End Update from the City Manager. (45 minutes)
4. **DISCUSS CONSENT AGENDA ITEMS**

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Presentation of plaques by Mayor Todd Gottel and City Manager Brian Funderburk to employees recognized throughout the year for "Above and Beyond" Customer Service.
- 5B.** Presentation of Proclamation recognizing November as American Diabetes Month.
- 5C.** Presentation of Proclamation in recognition of Complex Regional Pain Syndrome Awareness Month.
- 5D.** Presentation of Proclamation to Brett Lee, CEO of Lake Pointe Hospital, for his being named one of *Becker's Hospital Review's* 25 "Rising Stars".
- 5E.** Presentation of check by Keep Rowlett Beautiful in support of the Daffodil Project.
- 5F.** Presentation of Proclamation in recognition of Arbor Day – Tree City USA.
- 5G.** Presentation of the Monthly Financial report for the period ending September 30, 2014.
- 5H.** 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 October 21, 2014, City Council Meeting.
- 7B.** Consider action approving a resolution amending the Master Fee Schedule for rate and fee changes to the Development Code for Fire Protection Systems Plans Review.

- 7C. Consider action to approve a resolution for professional services with Traditions Fire Consulting, LLC, to provide fire protection systems plan review of commercial and residential construction projects for the City of Rowlett, in the estimated annual amount of \$35,000; and authorizing the City Manager, after City Attorney review, to execute the necessary documents for said service.
- 7D. Consider action to approve a resolution accepting the bid of and awarding a contract to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road and authorizing the City Manager to execute the necessary documents for said purchase.
- 7E. Consider action to approve a resolution ratifying emergency line repairs at East Side Lift Station as identified in Change Order #4, (Exhibit A), approved by the City Manager, for the 24-Inch Force Main and TV Inspection Project in the amount of \$118,909 to Flow-Line Construction; and authorizing the Mayor to execute the necessary documents.
- 7F. Consider action to approve a resolution authorizing the Community Health Paramedicine program and authorizing the City Manager to execute the necessary documents for said program.

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 a Major Warrant pertaining to lighting standards for the Homestead at Liberty Grove located at 9401 Princeton Road.
- 8B. Consider action regarding a Resolution approving a second amendment to the Facilities Agreement between the City of Rowlett and Rowlett 47, LTD, predecessor-in-interest to Preston Villages Developers, LP, pertaining to The Vineyards Subdivision.
- 8C. Consider action regarding a Resolution approving a Facilities Agreement between the City of Rowlett, Texas and Arcadia Liberty Grove Development 1, LLC, for the purchase of lighting fixtures for the Homestead at Liberty Grove in the amount of \$163,925 through US Communities per established contract pricing.
- 8D. Consider a resolution authorizing the City Manager to enter into an Economic Development Incentive Agreement with Briarwood Armstrong, LLC for the development of a commercial retail center located at 2801 Lakeview Parkway.

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 31ST day of October 2014, by 5:00 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 2A

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. (15 minutes)



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AGENDA DATE: 11/04/14

AGENDA ITEM: 2B

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 on property at 2801 Lakeview Parkway. (20 minutes)



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AGENDA DATE: 11/04/14

AGENDA ITEM: 3A

TITLE

Discuss amending the City of Rowlett Code of Ordinances, Chapter 22 “Environment” to address dead and dangerous trees. (15 minutes)

STAFF REPRESENTATIVE

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

SUMMARY

The drought and severe weather conditions that the City has experienced in recent years has had a detrimental impact on vegetation throughout the City. Subsequently, this has caused an increase in complaints from citizens regarding dead and/or dangerous tree conditions. These types of issues could have negative effects on private or public property due to falling or hazardously hanging tree limbs. The proposed amendment to Chapter 22, “Environment” is to provide Staff with the ability to enforce dead, diseased or damaged trees that pose a safety hazard.

BACKGROUND INFORMATION

The topic of dangerous or dead trees has not previously been discussed.

DISCUSSION

Dead and dangerous trees have become a nuisance and a hazard in the City due to the severe weather conditions (drought, ice storm, etc.). Numerous complaints prompted City Staff to review the Code of Ordinances and found Chapter 77-504 H.2.(c)(2):

“Damaged/diseased trees. The removal of a tree that is dead, diseased, naturally fallen, damaged beyond the point of recovery, or in danger of falling, or a tree that the director of parks and recreation or designee finds to be a threat to public health, welfare, or safety. This would include requiring the removal of a diseased tree to reduce the chance of spreading the disease to adjacent healthy trees.”

However, upon consulting with the City Attorney, it was found that this ordinance was for the purpose of landscaping requirements and not enforceable for the City’s removal of dead or dangerous trees. The proposed amendment of Chapter 22 “Environment”, Article III will allow enforcement where dangerous conditions exist. This ordinance will assist in keeping trees pruned in healthy and livable conditions.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Provide direction to staff on the draft language and proposed schedule to amend the Rowlett Municipal Code regarding “dead and dangerous trees”.

ATTACHMENTS

Attachment 1 – Proposed Ordinance

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ROWLETT, TEXAS, SECTION 22-125 OF ARTICLE III (“WEEDS, WILD GROWTH AND OTHER UNWHOLESOME, UNSIGHTLY OR DANGEROUS CONDITIONS”) OF CHAPTER 22 (“ENVIRONMENT”) TO REVISE OVERHEAD AND LATERAL CLEARANCE REQUIREMENTS FOR VEGETATION ABOVE AND ADJACENT TO STREETS AND SIDEWALKS, AND TO PROHIBIT DANGEROUS TREES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett, Texas, finds and determines that the City’s existing regulations that impose overhead and lateral clearance requirements for streets and sidewalks on property owners, and that require owners to remove branches, limbs and vegetation above adjacent streets and sidewalks, contain an apparent conflict that indicates a need to amend the Code of Ordinances to reconcile the apparent conflict; and

WHEREAS, the City Council finds and determines that dead, damaged and diseased trees can be dangerous in that they can create a fire hazard, can cause property damage and personal injury when branches and limbs fall, and can cause the spread of disease or infestation to other trees; and

WHEREAS, prolonged drought conditions in the region and the recent ice storm during the previous winter have caused an increase in the number of dangerous trees; and

WHEREAS, the City Council finds that property owners and persons in charge of property should bear responsibility for maintaining the property in a safe condition, and that regulations requiring the abatement of unsafe conditions posed by dangerous trees will promote and protect the public health, safety and welfare of the citizens of Rowlett.

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

SECTION 1. That the Code of Ordinances, City of Rowlett, Texas, be and is hereby amended by amending Section 22-125 of Article III (“Weeds, Wild Growth and Other Unwholesome, Unsightly or Dangerous Conditions”) of Chapter 22 (“Environment”) to revise the title of the section, to create subsections (a), (b) and (c) and to add prohibitions regarding dangerous trees, such that Section 22-125 shall henceforth read in its entirety as follows:

“CHAPTER 22

ENVIRONMENT

...

**ARTICLE III. WEEDS, WILD GROWTH AND OTHER
UNWHOLESOME, UNSIGHTLY OR DANGEROUS CONDITIONS**

...

Sec. 22-125. Unsafe trees, shrubs and plants.

(a) Trees, shrubs, or plants shall not create a hazard or an obstruction. Minimum clearance standards are as follows:

- (1) Overhead clearance of public sidewalks and other public pathways: Eight feet vertical clearance.
- (2) Lateral clearance of public sidewalks and other public pathways: No encroachment into or over sidewalks or pathways that block or hinder pedestrian access or use.
- (3) Overhead clearance of streets: 14½ feet vertical clearance.
- (4) Lateral clearance of streets: No encroachment over or above the back of curb or edge of paving.
- (5) Sight clearance at intersections of city streets: Unobstructed sight distance of 200 feet.
- (6) Sight clearance for signs erected by the city: Unobstructed sight distance of 100 feet.
- (7) Sight clearance at the inside of curves in city streets: unobstructed sight distance of 100 feet.
- (8) Overhead clearance of public alleys and easements which have been dedicated and improved for vehicular use: 12 feet vertical clearance.
- (9) Lateral clearance of alleys and easements which have been dedicated and improved for vehicular use: No encroachment over the edge of paving nor shall any tree, shrub or similar plant extend into the alley or easement more than 18 inches, or in any way obstruct or interfere with vehicular traffic.
- (10) Parkway area between sidewalks of city streets: Nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two and one-half feet and nine feet.

(b) It shall be the duty of any person owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate limits of the city, to keep such property free from:

- (1) dead or damaged trees that, through danger of falling or of falling branches or limbs, may cause injury to persons or damage to property and that constitute a threat to public health, welfare or safety; and
- (2) diseased trees that, through spreading disease or infestation to healthy trees, constitute a potential threat to other trees.

(c) Upon a finding by the city manager or designee that a tree is dead, damaged or diseased in accordance with this section, the property owner or person owning, claiming, occupying or having supervision or control of the property shall remove the tree or abate the condition.

...”

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

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

SECTION 4. That should any section, paragraph, sentence, subdivision, clause, phrase or provision 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 unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City of Rowlett.

SECTION 5. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; and each day in which an offense occurs shall be deemed a separate offense.

SECTION 6. That 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.



City of Rowlett
Staff Report

4000 Main Street
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AGENDA DATE: 11/04/14

AGENDA ITEM: 3B

TITLE

Discuss a resolution ratifying emergency line repairs at Eastside Lift Station force main as identified in Change Order #4 for the 24-Inch Force Main and TV Inspection Project in the amount of \$118,909 to Flow-Line Construction and authorizing the Mayor to execute the necessary documents. (10 minutes)

STAFF REPRESENTATIVE

Tim Rogers - Director of Public Works

Robbin Webber - Assistant Director of Public Works

SUMMARY

On May 6, 2014, the Rowlett City Council approved a contract with Flow-Line Construction for the 24-inch Force Main Replacement and Television Inspection project. The project scope included replacement of approximately 550 linear feet of corroded force main between the lake crossing and the horizontal bend under Highway 66 on the south side, relocation of a tee to the north side of Highway 66 for television inspection access, and additional television inspection of the force main under the lake.

BACKGROUND/HISTORY

Upon review of the television inspection videos provided by Flow-Line Construction, it was determined that the force main under the lake is in good condition. However, approximately 160 linear feet of force main between Highway 66 and the Eastside Lift Station (ESLS) header is corroded and warrants replacement.

In addition, when Flow-Line excavated the horizontal bend on the south side of Highway 66, it was found to be over six feet lower than it appeared on the original engineering plans. As a result, it is necessary to install vertical bends and an air release valve in order to connect the new 24-inch force main with the existing pipe under Highway 66.

POLICY EXPLANATION

The condition of the 24-inch force main between Highway 66 and the ESLS was unknown as it was not practical to televise this portion of the force main until the tee was relocated in conjunction with this project. Previous pipe corrosion failures in the 24-inch force main between the ESLS and the Westside Lift Station (WSLS) have resulted in costly emergency repairs. These failures include the ESLS header where holes were found in the top of pipe and just upstream of the WSLS where the ground pipe trench caved in.

Next month, construction will begin on upgrades to the existing ESLS that include larger pumps to enable flow to bypass the WSLs. These new pumps will result in greater flow rates and higher velocities in the 24-inch force main, which places a higher priority on replacing the corroded pipe.

As Flow-Line currently has temporary bypass piping in place from the ESLS to the lake crossing, it would be most cost effective for the City to have them replace the 160 linear feet of corroded force main immediately before the Contractor completely demobilizes. The Contractor is finished with the project and there is no staff currently working on the project. Their final demobilization effort is the removal of their bypass system, which is still in place as staff requested the contractor to leave in place until resolution to the issue is decided. This would have substantially increased the cost of the contract if staff would have allowed the Contractor to remove the bypass. The Contractor would still have to mobilize a different type of crew and equipment to complete the required task of the replacement of the existing pipeline rather than utilizing a crew to remove the bypass system. This emergency work will include connecting the 24" force main on the south side of SH66 which must be completed before the temporary bypass piping can be removed.

FINANCIAL/BUDGET IMPLICATIONS

The original contract with Flow-Line Construction, approved by Council on May 6, 2014, was \$390,018. Due to unforeseen field conditions, the following three change orders have been executed to date.

- CO#1 \$ 2,782.47
 - Labor cost associated with an unscheduled shutdown by TxDOT.
- CO#2 \$11,158.80
 - Additional bypass pumping was necessary for the addition of the installation of a tee and 45 degree fitting.
- CO#3 \$10,980.27
 - Cost associated with lost time due to the rescheduling of the bypass pumping and connecting the new line.

Change Order #4 (Exhibit A) proposal of \$118,909 from Flow-Line for the emergency repair exceeds the 25 percent threshold for change orders; however, due to the nature and urgency of this project the City Manager has authorized approval.

The City Manager approved Change Order #4 due to the discovery of the degradation of the force main upon videotaping the interior of the system. The interior of the main has reduced in thickness due to the corrosive nature of the hydrogen sulfide gases that a rupture is eminent in its current state.

Staff currently has a project underway, Eastside Lift Station, approved by council to rehabilitate the current status to include the replacement of existing pumps with new, structure improvements and the installation of a generator and surge protection. The completion of the Eastside Lift Station Project will exacerbate the issue of the force main under SH66. The increased pressures, higher flows and velocities due to the new pumping system will ensure failure/rupture of the system and

a potential overflow into Lake Ray Hubbard. If the replacement of the force main does not occur before the rehabilitation of Eastside Lift Station a failure will occur when the lift station system is restored.

Funding in the amount of \$118,909 is available in Miscellaneous Sanitary Sewer Line Repair and Replacement - CIP Project Code SS1102 and CIP Account #598-8201-531.80-02.

STAFF RECOMMENDATION

Staff is presenting this information during the Work Session for Council to consider during this evening's Consent Agenda.

ATTACHMENT

Exhibit A – Executed Change Order #4

Exhibit A



FLOW-LINE Construction Inc

Dallas, Texas 75219

NCTRCA DBE/MBE #HMDB61076Y0315

Contact: Eduardo M Hernandez

Phone: 773-369-5666

Fax: eduardo.hernandez@flow-lineconstruction.com

Quote To:

City of Rowlett
4310 Industrial St.
Rowlett, Texas 75088
972-463-3918

Job Name:

24" FM Connection Changes at 6+07

Date of Plans:

Phone:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
900	DEMOBILIZATION/REMOBILIZATION	1.00	LS	6,100.00	6,100.00
10000	CUT AND REMOVE EXISTING CASSING AND DIP	1.00	LS	3,000.00	3,000.00
30000	DRI PRIME PUMP AT 6+07	1.00	LS	5,600.00	5,600.00
40000	24" DR18 C905 PVC FORCEMAIN	166.00	LF	250.00	41,500.00
50000	TRENCH SAFETY	166.00	LF	12.00	1,992.00
60000	45 DEGREE BEND (VERTICAL) (REFURBISHED)	1.00	EA	4,800.00	4,800.00
61000	ADD. CONC TBLCK FOR 45 VERT BEND AT 6+07	13.00	CY	150.00	1,950.00
70000	AIR RELEASE VALVE ASSEMBLY	1.00	EA	8,300.00	8,300.00
80000	18" HDPE BYPASS	2.00	MO	6,900.00	13,800.00
90000	TEMPORARY CONSTRUCTION FENCE	166.00	LF	1.00	166.00
100000	CUT AND REMOVE EX. 45 DEGREE BENDS	2.00	EA	200.00	400.00
110000	22 DEGREE HORIZONTAL BEND	1.00	EA	4,500.00	4,500.00
120000	45 DEGREE HORIZONTAL BEND (REFURBISHED)	1.00	EA	2,400.00	2,400.00
130000	SEWER TEST	1.00	LS	3,000.00	3,000.00
135000	CONNECT TO EXISTING FORCEMAIN	2.00	EA	6,200.00	12,400.00
136000	CAP EX FORCEMAIN AT TWO LOCATIONS NORTH OF 66	1.00	LS	6,000.00	6,000.00
140000	BERMUDA BLOCK SOD	667.00	SY	3.00	2,001.00
150000	PAVEMENT RESTORATION	4.00	SY	250.00	1,000.00

GRAND TOTAL

\$118,909.00



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AGENDA DATE: 11/04/14

AGENDA ITEM: 3C

TITLE

Presentation of Year-End Update from the City Manager. (45 minutes)

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

SUMMARY

The purpose of this item is to present the annual update on the City's workplan and other activities.

BACKGROUND INFORMATION

FY2014 represents the fifth year that the organization has had a formal work plan.

DISCUSSION

City Manager, Brian Funderburk will give a presentation on the year-end update of the FY2014 Workplan. A copy of the FY2014 Workplan is attached for review. A more detailed presentation will be provided during the work session discussion.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

No action necessary.

ATTACHMENT

Attachment 1 – FY2014 Workplan

ORGANIZATIONAL WORKPLAN FOR FY 2014

ORGANIZATION VISION STATEMENT:

ACCOUNTABLE LEADERSHIP DEDICATED TO INNOVATIVE THINKING, CONTINUOUS IMPROVEMENT AND FINANCIAL SUSTAINABILITY

GOAL #1 FOSTER RELATIONS WITH CITIZENS TO ESTABLISH COMMUNITY GOODWILL, SENSE OF PRIDE AND OWNERSHIP

1. *CONTINUE TO ENCOURAGE AND PROMOTE VOLUNTEERISM (City Manager's Office, All Departments; Quarters 1-4)*
2. *CONTINUE TO HOLD QUARTERLY MEETINGS WITH THE MAYOR AND VOLUNTEER GROUPS, HOMEOWNER ASSOCIATIONS GROUPS, CRIME WATCH GROUPS AND BOARDS AND COMMISSIONS FAIR (Mayor, City Manager's Office, Police, Fire; Quarters 1-4)*
3. *DESIGN AND IMPLEMENT PHASE II OF THE "ROWLETT, MY COMMUNITY, MY MONEY, MY CHOICE" CAMPAIGN (City Manager's Office, All Departments; Quarters 1-4)*
4. *MAINTAIN OPTIMAL LIVE RELEASE RATE AT THE ANIMAL SHELTER (Police; Quarters 1-4)*
5. *CONTINUE TO BUILD A BETTER BUDGET PROCESS AND BUDGET DOCUMENT TO SHOW VALUE TO CITIZENS (Finance, City Manager's Office; Quarters 1-4)*
6. *DEVELOP AND IMPLEMENT PLAN TO REBUILD KID'S KINGDOM, PHASE I (Parks Department; Quarters 1-2)*
7. *CONTINUE AND ENHANCE CRIME WATCH GROUPS (Police; Quarters 1-4)*
8. *CONTINUE THE YOUTH FIRE EXPLORER GROUP (Fire; Quarters 1-4)*
9. *DEVELOP PROGRAM TO EDUCATE CITIZENS ON IMPORTANCE OF ADDITIONAL REVENUE REQUIRED TO FUND EXISTING SERVICE LEVELS AT A SUSTAINABLE LEVEL IN FUTURE YEARS BEGINNING IN FY 2015. (City Manager's Office, All Departments; Quarters 1-4)*

GOAL #2: CREATE AN ORGANIZATION THAT EMBRACES CONTINUOUS IMPROVEMENT THROUGH INNOVATION BY CREATING OPPORTUNITIES TO ENSURE WE LEAVE IT BETTER THAN WE FOUND IT

1. *IMPLEMENT ERP (ENTERPRISE RESOURCE PLANNING) THAT INCLUDES CORE FINANCIALS, UTILITY BILLING AND CODE ENFORCEMENT MODULES (Finance, IT; Quarters 1-4)*
2. *CONTINUE PAPERLESS INITIATIVE ORGANIZATION WIDE (City Secretary's Office, All Departments; Quarters 1-4)*
3. *IMPLEMENT AN INTEGRATED LIBRARY SYSTEM THAT OFFERS INNOVATIVE MANAGEMENT TOOLS AND CUSTOMER SUPPORT FEATURES (Library, IT; Quarters 1-2)*

4. CONTINUE YEAR 2 OF ACCREDITATION PROCESS IN THE POLICE DEPARTMENT THROUGH THE TEXAS RECOGNITION PROGRAM (Police; Quarters 1-4)
5. CONTINUE YEAR 3 OF 3 YEAR PROCESS TO ACHIEVE ACCREDITATION BY THE COMMISSION ON FIRE ACCREDITATION INTERNATIONAL (CFAI) (Fire; Quarters 1-4)
6. COMPLETE ACCREDITATION PROCESS FOR PARKS AND RECREATION DEPARTMENT THROUGH THE COMMISSION FOR ACCREDITATION OF PARKS AND RECREATION AGENCIES (CAPRA) (Parks & Recreation; Quarters 1-4)
7. CONTINUE YEAR 2 OF PROCESS TO ACHIEVE ACCREDITATION BY THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) (Public Works; Quarters 1 - 4)
8. RETOOL EXISTING LIBRARY STRATEGIC PLAN (Library; Quarters 1-4)
9. COMPLETE IMPLEMENTATION OF THE TECHNOLOGY PLAN (IT; Quarters 1-3)
10. DESIGN AND IMPLEMENT PRIORITY DISPATCHING FOR FIRE AND EMERGENCY MANAGEMENT SYSTEM (Fire; Quarters 1-4)
11. CONVERT PRE-FIRE PLANS TO ICS COMPUTER AIDED DISPATCHING (CAD) TECHNOLOGY (Fire, Police; Quarters 1-3)
12. MAINTAIN OPTIMAL VOLUNTARY COMPLIANCE FOR CODE ENFORCEMENT (Police, All Departments; Quarters 1-4)

GOAL #3: ENHANCE OUR CUSTOMER CENTERED ORGANIZATION TO ENSURE CITIZENS RECEIVE THE VALUE OF THEIR INVESTMENT

1. CONTINUE DEPARTMENTAL COMMUNICATION STRATEGY IN PARTNERSHIP WITH THE COMMUNICATIONS DEPARTMENT TO ENSURE CITIZEN AWARENESS ABOUT CITY PROGRAMS AND SERVICES THAT GENERATE AND/OR CREATE VALUE FOR THEIR TAX DOLLARS (All Departments, Communications; Quarters 1-4)
2. IMPLEMENT YEAR 3 OF 5 YEAR PLAN TO REACH AN ULTIMATE LEVEL OF 30% SUBSIDY FROM THE GENERAL FUND FOR THE ROWLETT COMMUNITY CENTRE (WITH THE OTHER 70% BEING SELF SUSTAINING) (Parks & Recreation, City Manager's Office; Quarters 1-4)
3. DRAFT, SELECT, REVIEW, AND PRIORITIZE PROJECTS AND PROGRAMS FOR THE DEVELOPMENT OF THE COMMUNITY INVESTMENT PROGRAM (CIP) (Public Works, Parks, Finance and City Manager's Office; Quarters 1-4)
4. COMPLETE CONSTRUCTION OF SCENIC POINT PARK PHASE I (Parks & Recreation, Public Works; Quarters 1-3)
5. IMPLEMENT YEAR 2 OF THE UTILITY CASH CIP (Public Works; Quarters 1-4)
6. BUILD UPPER PRESSURE PLANE (Public Works, Quarters 1-4)

7. *ISSUE REVENUE BONDS FOR FISCAL YEAR 2015 (Finance, City Manager's Office; Quarter 3)*
8. *PURSUE AGGRESSIVE WARRANT COLLECTION (Police; Quarters 1-4)*

GOAL #4: ENHANCE EMPLOYEE CULTURE TO CREATE AN ENVIRONMENT WHERE EMPLOYEES FEEL VALUED AND HAVE A SENSE OF PRIDE AND OWNERSHIP

1. *IMPLEMENT YEAR 2 OF THE WELLNESS ACCOUNTABILITY PROGRAM (Human Resources, All Departments; Quarters 1-4)*
2. *CONTINUE YEAR 4 OF THE "ABOVE AND BEYOND" EMPLOYEE RECOGNITION PROGRAM (City Manager's Office, All Departments; Quarters 1-4)*
3. *CREATE PHYSICAL FITNESS STANDARDS AND PROGRAM FOR PUBLIC WORKS AND PARKS (Public Works, Parks; Quarters 1-4)*
4. *ESTABLISH A SAFETY TASK FORCE AND IMPLEMENT MONTHLY MEETINGS (City Manager's Office, All Departments; Quarters 1-4)*
5. *CONTINUE COMPREHENSIVE CITYWIDE TRAINING (Human Resources, City Manager's Office; Quarters 1-4)*
6. *DEVELOP EMPLOYEE COMPENSATION STUDY (Human Resources, City Manager's Office; Quarters 1-3)*
7. *DEVELOP STAFFING STUDY (Human Resources, City Manager's Office; Quarters 1-3)*
8. *DEVELOP EMPLOYEE SATISFACTION SURVEY (Human Resources, City Manager's Office; Quarters 1-3)*
9. *ANALYZE "REAL FIT PROGRAM" AS A PHYSICAL FITNESS TOOL IN PUBLIC WORKS, POLICE, PARKS AND FIRE (Public Works, Police, Parks, Fire; Quarters 1-4)*

GOAL #5: CONTINUE TO ENSURE THE RIGHT RESOURCES TO THE RIGHT PLACE AT THE RIGHT TIME WHILE EDUCATING THE COMMUNITY ON REQUIRED FUTURE MAINTENANCE NEEDS TO ACHIEVE SUSTAINABILITY

1. *CONTINUE YEAR 2 OF A 2 YEAR PROCESS TO ESTABLISH A DETAILED ANALYSIS, PUBLIC INPUT PROCESS, AND INITIATE A REZONING PROCESS FOR THE MIXED USED NORTHSORE DISTRICT IN LIGHT OF THE VISION ESTABLISHED IN THE REALIZE ROWLETT 2020 COMPREHENSIVE PLAN (Public Works, Development; Quarters 1-4)*
2. *MANAGE AND IMPLEMENT DOWNTOWN GRANT IMPROVEMENTS RECEIVED FROM NCTCOG (NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS) (Development, Economic Development; Quarters 1-2)*
3. *UPDATE THE EMERGENCY MANAGEMENT PLAN (Fire; Quarters 1-4)*
4. *CONTINUE EMPLOYEE BENEFIT STRATEGY FOR FY2014 (Human Resources, City Manager's Office, All Departments; Quarters 1-4)*

5. **IMPLEMENT YEAR 1 OF ECONOMIC DEVELOPMENT STRATEGIC PLAN (Economic Development; Quarters 1-4)**
6. **ANALYZE AND REVISE AMBULANCE BILLING RATES (Fire, Finance; Quarters 1-3)**
7. **CONTINUE IMPLEMENTATION OF PHASE I AND PHASE II OF REALIZE ROWLETT 2020 (Development; Quarters 1-4)**
8. **CONTINUE MARKET BRAND ASSESSMENT PROJECT FOR FOUR AREAS SPECIFIED IN REALIZE ROWLETT 2020 PHASE 2 (Economic Development, City Manager's Office; Quarters 1-2)**
9. **EVALUATE SPACE NEEDS AND UTILIZATION OF SPACE IN THE LIBRARY (Library; Quarters 1-3)**
10. **CONTINUE REVISION AND UPDATE OF CONSTRUCTION STANDARDS (Development; Quarters 1-3)**
11. **EVALUATE AND POTENTIALLY PURCHASE ELGIN B. ROBERTSON PARK FROM THE CITY OF DALLAS (City Manager's Office, Economic Development; Quarters 1-4)**
12. **REVISE ALL DEVELOPMENT RELATED FEE STRUCTURES (Development; Quarters 1-2)**
13. **DEVELOP EMERGENCY ACTION PLAN FOR EACH DEPARTMENT AND FACILITY (Fire, Police, All Departments; Quarters 1-2)**
14. **CONDUCT EXERCISE AND CRITIQUE THE EMERGENCY MANAGEMENT PLAN TWICE ANNUALLY WITH ALL CITY DEPARTMENTS PRIOR TO THE SPRING AND FALL STORM SEASONS (Fire, All Departments; Quarters 2 & 4)**
15. **CONDUCT RESEARCH AND STUDY FOR RADIO REPLACEMENT FOR FY2015 (Police; Quarters 1-4)**
16. **CONDUCT AN ALCOHOL ELECTION (City Secretary's Office, City Manager's Office; Quarters 3-4)**
17. **CONDUCT DOWNTOWN RFQ (REQUEST FOR QUALIFICATION) PROCESS AND NEGOTIATE MEMORANDUM OF UNDERSTANDING WITH DEVELOPMENT PARTNERS FOR DEVELOPMENT ON CITY-OWNED PROPERTY (Economic Development; City Manager's Office - Quarters 1-3)**



City of Rowlett

Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 5A

TITLE

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

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

BACKGROUND / HISTORY

N/A

POLICY EXPLANATION

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

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

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

PRACTICE IT!

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

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

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

During Fiscal Year 2014, 29 employees were recognized. While each employee met the criteria at least once during the year, some employees were recognized more than once during the year for multiple actions that met the above and beyond benchmarks.

ATTACHMENTS

- Attachment 1 – List of Employees to be recognized
- Attachment 2 – Employee Recognition Certificate Template
- Attachment 3 – Rowlett Way – FY2014

FY2014 Employee Recognition Honorees

Brown, Travis
Byrd, Clinton
Castiglione, Anthony
Chadwick, Stacey
Clay, Charles
Dailey, Darren
Ferguson, Randy
Gage, Donna
Grogg, Rhonda
Gustafson, Brandie
Harris, Robert
Honeycutt, Jeremy
Kellerhuis, Ryan
Krajc, Al
Mahn, Matthew
Martinez, Luis
Martinez, Maria
Mullaney, Amanda
Pharr, Gregg
Plexico, Will
Rangel, Pete
Renz, Samantha
Reyes, Justin
Rudisill, Robert
Spry, Kyle
Taylor, Ryan
Vallejo, Juan
Weinzapfel, Chris
Wetmore, Joe



ABOVE & BEYOND

The City of Rowlett Honors & Recognizes:

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

You Make a Difference!

Brian Funderburk
City Manager

Date

**ORGANIZATIONAL
VALUES**

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

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

The Rowlett Way is an Organizational Imperative!

PRACTICE IT!

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

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

ACCOUNTABILITY – I AM RESPONSIBLE FOR MY ACTIONS.

CUSTOMER CENTERED – I AM HERE TO SERVE.

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

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

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

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

INNOVATION – I ALWAYS LOOK FOR A BETTER WAY.

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

**ABOVE AND BEYOND
CRITERIA**

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

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

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

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

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

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

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



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 11/04/14

AGENDA ITEM: 5B

TITLE

Presentation of Proclamation recognizing November as American Diabetes Month.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

SUMMARY

The proclamation is intended to recognize November as American Diabetes Month.

BACKGROUND INFORMATION

This year, the American Diabetes Association is rallying local Dallas and Fort Worth area residents to take action and join the movement to Stop Diabetes. The Association has launched a national movement to Stop Diabetes – with the goal of gathering the support of millions of Americans to help confront, fight and most importantly, Stop Diabetes.

DISCUSSION

The diabetes problem demands our attention to this urgent health concern:

- Over 29 million children and adults in the United States have diabetes
- Over 700,000 in North Texas have diabetes
- Diabetes costs the country \$245 billion every year
- One out of every three children born today, and one in two minorities, will face a future with diabetes if current trends continue.

FINANCIAL/BUDGET IMPLICATIONS

N/A

ATTACHMENT

Proclamation

AMERICAN DIABETES MONTH

WHEREAS, in the United States, over 29 million people – including over 700,000 in North Texas -- have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

WHEREAS, recent estimates project that one in three children born today will have diabetes by the time they are 50 years old if current trends continue; and

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic.

NOW THEREFORE, I, Todd W. Gottel, Mayor of the City of Rowlett, and on behalf of the City Council do hereby recognize the month of November as

AMERICAN DIABETES MONTH

in the City of Rowlett and encourage all citizens to recognize American Diabetes Month and join the American Diabetes Association's Stop Diabetes[®] movement to confront, fight and most importantly, change the future of this deadly disease.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
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AGENDA DATE: 11/04/14

AGENDA ITEM: 5C

TITLE

Presentation of Proclamation in recognition of Complex Regional Pain Syndrome Awareness Month.

STAFF REPRESENTATIVE

Todd Gottel, Mayor
Laura Hallmark, City Secretary

SUMMARY

The proclamation is intended to recognize November as Complex Regional Pain Syndrome Awareness Month.

BACKGROUND INFORMATION

Complex regional pain syndrome (CRPS), also called reflex sympathetic dystrophy syndrome, is a chronic pain condition in which high levels of nerve impulses are sent to an affected site.

DISCUSSION

Experts believe that CRPS occurs as a result of dysfunction in the central or peripheral nervous systems.

CRPS is most common in people aged 20-35. The syndrome also can occur in children; it affects women more often than men.

CRPS most likely does not have a single cause; rather, it results from multiple causes that produce similar symptoms. Some theories suggest that pain receptors in the affected part of the body become responsive to catecholamines, a group of nervous system messengers. In cases of injury-related CRPS, the syndrome may be caused by a triggering of the immune response which may lead to the inflammatory symptoms of redness, warmth, and swelling in the affected area. For this reason, it is believed that CRPS may represent a disruption of the healing process.

The symptoms of CRPS vary in their severity and length. One symptom of CRPS is continuous, intense pain that gets worse rather than better over time. If CRPS occurs after an injury, it may seem out of proportion to the severity of the injury. Even in cases involving an injury only to a finger or toe, pain can spread to include the entire arm or leg. In some cases, pain can even travel to the opposite extremity. Other symptoms of CRPS include:

- "Burning" pain
- Swelling and stiffness in affected joints
- Motor disability, with decreased ability to move the affected body part
- Changes in nail and hair growth patterns: There may be rapid hair growth or no hair growth.
- Skin changes: CRPS can involve changes in skin temperature -- skin on one extremity can feel warmer or cooler compared to the opposite extremity. Skin

color may become blotchy, pale, purple or red. The texture of skin also can change, becoming shiny and thin. People with CRPS may have skin that sometimes is excessively sweaty.

CRPS may be heightened by emotional stress.

There is no specific diagnostic test for CRPS, but some testing can rule out other conditions. Triple-phase bone scans can be used to identify changes in the bone and in blood circulation. Some health care providers may apply a stimulus (for example, heat, touch, cold) to determine whether there is pain in a specific area.

Making a firm diagnosis of CRPS may be difficult early in the course of the disorder when symptoms are few or mild. CRPS is diagnosed primarily through observation of the following symptoms:

- The presence of an initial injury
- A higher-than-expected amount of pain from an injury
- A change in appearance of an affected area
- No other cause of pain or altered appearance

ATTACHMENT

Proclamation

**COMPLEX REGIONAL PAIN SYNDROME/REFLEX SYMPATHETIC DYSTROPHY
AWARENESS MONTH**

WHEREAS, Complex Regional Pain Syndrome (CRPS) also known as Reflex Sympathetic Dystrophy (RSD) is a rare nerve disorder which causes the brain to send constant pain signals to the body causing chronic pain; and

WHEREAS, symptoms of CRPS/RSD include dramatic changes in skin color and temperature in the affected limb or body part, swelling, skin changes, spasms, extreme sensitivity, and can often be debilitating.; and

WHEREAS, CRPS/RSD can occur after an injury or trauma to the affected area of the body; and

WHEREAS, the causes of CRPS/RSD are uncertain and there is currently no cure; and

WHEREAS, the National Institute of Neurological Disorder and Stroke (NINDS), dedicated to research for the brain and central nervous system, have scientists studying new approaches to treat CRPS/RSD and intervene more aggressively after a trauma or injury to lower the chances of developing this condition; and

WHEREAS, this research is encouraging to everyone who hopes CRPS/RSD will one day be eliminated; and

WHEREAS, during the month of November members of the Complex Regional Pain Syndrome/Reflex Sympathetic Dystrophy Syndrome community will be spreading awareness around the world of this poorly understood disorder.

NOW THEREFORE, I, Todd W. Gattel, Mayor of the City of Rowlett, and on behalf of the City Council do hereby recognize the month of November as

COMPLEX REGIONAL PAIN SYNDROME (CRPS) AWARENESS MONTH

in the City of Rowlett and encourage all citizens to learn more about this debilitating disease.



City of Rowlett
Staff Report

4000 Main Street
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AGENDA DATE: 11/04/14

AGENDA ITEM: 5D

TITLE

Presentation of Proclamation to Brett Lee, CEO of Lake Pointe Hospital, for his being named one of *Becker's Hospital Review's* 25 "Rising Stars".

STAFF REPRESENTATIVE

Carl Pankratz, Deputy Mayor Pro Tem
Laura Hallmark, City Secretary

SUMMARY

Brett Lee, Chief Executive Officer of Lake Pointe Health Network (LPHN) was named one of *Becker's Hospital Review's* 25 "Rising Stars" under age 40 in the healthcare profession. The list is published annually by the magazine, one of the industry's leading sources for hospital business news and analysis, and is compiled using peer nominations and editorial research.

Serving as LPHN's CEO since November 2012, Lee is responsible for the oversight of strategic, operational and clinical activities for the 13 outpatient centers and the 112-bed hospital within the network, which is owned and operated by Tenet Healthcare Corporation of Dallas.

Prior to joining LPHN, Lee served as senior vice president and chief operating officer at Children's Healthcare of Atlanta. Additionally, he has held executive positions at Riley Hospital for Children at Indiana University Health and Children's Medical Center Dallas. Lee is also a former recipient of the Robert S. Hudgens Award for National Young Healthcare Executive of the Year, which he received in 2011 from The American College of Healthcare Executives, and was named as an "Up and Comer" in the healthcare industry by *Modern Healthcare* in 2013.

He is a graduate of the University of Oklahoma Health Sciences Center and also holds graduate degrees from the Johns Hopkins School of Public Health, The University of Pennsylvania and a doctorate from the Massachusetts General Hospital Institute of Health Sciences.

ATTACHMENT

Proclamation

BRETT LEE

WHEREAS, Brett Lee, Chief Executive Officer of Lake Pointe Health Network (LPHN) was named one of *Becker's Hospital Review's* 25 "Rising Stars" under age 40 in the healthcare profession; and

WHEREAS, the list is published annually by the magazine, one of the industry's leading sources for hospital business news and analysis, and is compiled using peer nominations and editorial research; and

WHEREAS, Brett has the distinct honor of being named to this list for three years in a row; and

WHEREAS, Brett has also received the Robert S. Hudgens Award for National Young Healthcare Executive of the Year, which he received in 2011 from The American College of Healthcare Executives, and was named as an "Up and Comer" in the healthcare industry by *Modern Healthcare* in 2013.

NOW, THEREFORE, I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby extend our congratulations to Brett Lee for this recognition and appreciate his dedication to Lake Pointe Hospital and for being a good corporate partner with the City of Rowlett. This "Rising Star" is definitely On the Move.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 11/04/14

AGENDA ITEM: 5E

TITLE

Presentation of check by Keep Rowlett Beautiful in support of the Daffodil Project.

STAFF REPRESENTATIVE

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

SUMMARY

The planting of Daffodils on City property in honor of the First Responders that so bravely sacrificed their lives on September 11, 2001.

BACKGROUND INFORMATION

The Daffodil Project was founded in New York City in response to the attacks of September 11, 2001, as a memorial, to raise the spirits of New Yorkers and revitalize parks and communities. In a joint endeavor between New Yorkers for Parks (NY4P) and the Department of Parks & Recreation, volunteers plant bulbs all over the City each fall, and in the spring these volunteer communities celebrate the daffodil blooms as visible symbols of perseverance and restoration.

The Daffodil Project is distinct in that it involves no particular site. All public parks and community gardens are potential sites for the Daffodil Project. The daffodils are a lasting tribute to the people that died and the heroes that were born that day. They are a symbol of remembrance and rebirth in the heart of what is common ground for all of the citizens of the United States: their public parks. To date, several million bulbs have been planted in New York parks and other cities across the country.

DISCUSSION

The Daffodil Project will kick off during the annual Arbor Day celebration on November 8, 2014. This inaugural event will be supported by volunteers from Keep Rowlett Beautiful (KRB) planting:

- 1000 bulbs in Katy Park
- 1000 bulbs in Veterans Park
- 1500 bulbs in Community Park
- 343 bulbs at each of the 4 Fire Houses (representing the number of firefighters lost on 9/11)
- 131 bulbs at the Police Station (representing the number of police officers lost on 9/11)

Daffodils are hardy perennial plants that will multiply and provide years of beauty as they usher in springtime renewal after the harsh conditions of winter. The daffodil blooms can serve to draw Rowlett residents into our parks to walk the trails or play in the parks.

FINANCIAL IMPLICATIONS

The cost of the bulbs is \$1,000 to which KRB has donated \$500 in support of the project.

RECOMMENDED ACTION

KRB would like to present their \$500 check to the City at the City Council meeting on November 4, 2014.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
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www.rowlett.com

AGENDA DATE: 11/04/14

AGENDA ITEM: 5F

TITLE

Presentation of Proclamation in recognition of Arbor Day – Tree City USA.

STAFF REPRESENTATIVE

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

SUMMARY

For the past 11 years, the City of Rowlett has been honored with the designation of being a Tree City USA. We are preparing application for the 2014 designation, making it 12 consecutive years and having an Arbor Day event is a requirement for achieving this status.

BACKGROUND INFORMATION

In 2013, Rowlett was named a Tree City USA by the Arbor Day Foundation in honor of our commitment to urban forest management. This was the 11th consecutive year we have achieved this honor. In order to be considered a 2014 Tree City USA, we must meet four core standards, which we have consistently achieved:

1. Tree Board – The Parks Advisory Board also acts as our Tree Board.
2. Tree Care Ordinance: We have several ordinances in place that address how we care for and maintain our trees.
3. Forestry Program with a minimal annual budget of \$2 per capita. We are currently at \$5.20 per capita when all factors are considered.
4. Arbor Day Observance and Proclamation – November 8, 2014

DISCUSSION

The City of Rowlett benefits greatly by the planting and caring for our urban forest and green spaces. Trees are a vital part of the social infrastructure of Rowlett and they provide numerous environmental, social and economic benefits, including cleaner air, improved stormwater drain off, energy savings and increased property values. In a recent PRORAGIS (Park and Recreation Operating Ratio and Geographic Information System) report it was determined that we have nearly 1 (one) million trees in our park system. The report also teaches us that based on the Air Quality Benefit, Water Quality Benefit, Tourism Benefit and the Health Benefit we have a total EcoBenefit of \$1,000,000. EcoBenefit refers to the Economic and Ecological impact urban forest areas have on a community. By participating in the Tree City USA program, we are assured that our citizens and visitors are recreating in a healthy and clean environment.

FINANCIAL IMPLICATIONS

N/A

RECOMMENDED ACTION

We recommend that the Mayor and City Council recognize through proclamation our 12th Arbor Day event and join the Parks and Recreation Department at 9:00am on Saturday, November 8, 2014, in the tree planting at Katy Park that will symbolize the support we have from our community leaders.

ATTACHMENTS

Proclamation

ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can decrease the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, planting trees is encouraged as an integral aspect of Best Management Practice; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products. Trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Todd Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby proclaim November 8, 2014 as Arbor Day in the City of Rowlett and encourage our citizens to celebrate Arbor Day supporting efforts to protect our trees and woodlands, plant trees to gladden the heart and promote the well-being of this and future generations.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
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www.rowlett.com

AGENDA DATE: 11/04/14

AGENDA ITEM: 5G

TITLE

Presentation of the Monthly Financial report for the period ending September 30, 2014.

STAFF REPRESENTATIVE

Alan Guard, Chief Financial Officer

SUMMARY

Attached is the Comprehensive Monthly Financial Report for September 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. Twelve months of FY 2014, or 100.0 percent of the fiscal year is complete.

BACKGROUND INFORMATION

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

DISCUSSION

Attached is the Comprehensive Monthly Financial report for September 2014. Twelve months of FY 2014, or 100.0 percent of the fiscal year is complete.

Revenues: Overall, the City has earned or received \$80.6 million for FY 2014. This amount is 100.3 percent of the approved operating budget of \$80.3 million and is 0.3 percent more than forecast through the month of September.

- General Fund revenues are \$0.3 million or 0.8 percent higher than expected.
- Utility Fund revenues are \$0.9 million or 3.6 percent lower than expected.

Expenditures: Expenses totaled \$80.5 million year-to-date for FY 2014. This amount is 99.0 percent of the approved operating budget of \$81.3 million and is 1.0 percent lower than forecast through the month of September.

- General Fund expenditures are \$1.2 million or 3.3 percent lower than expected.
- Utility Fund expenditures are \$60 thousand or 0.2 percent higher than expected.

Surplus: The net surplus from operations through September is \$0.2 million, which is \$1.1 million better than expected at this point in the year. The adopted operating budget for the fiscal year anticipates a total decrease of \$0.9 million.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

This is a presentation only. There is no action necessary.

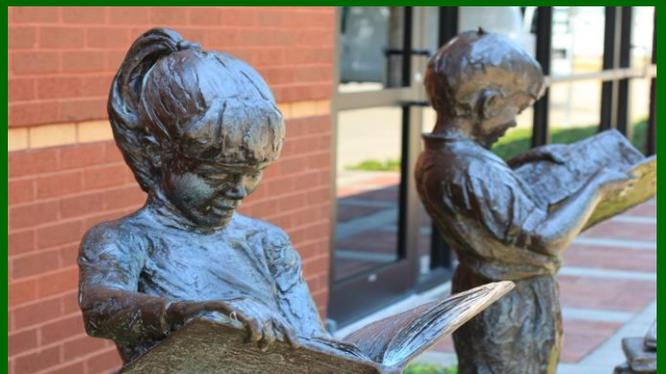
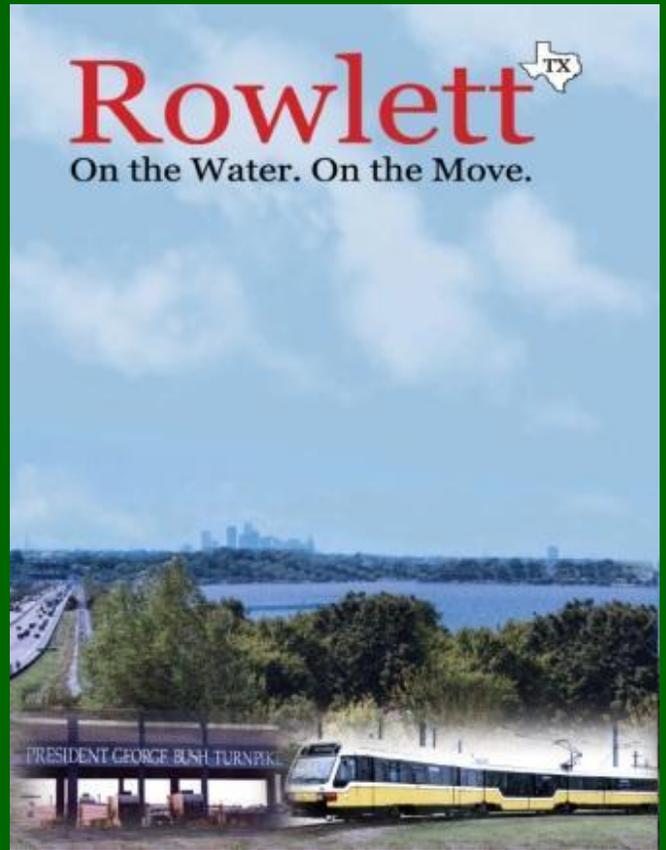
ATTACHMENT

Attachment 1 – Comprehensive Monthly Financial Report – September 30, 2014



**Comprehensive
Monthly
Financial Report**

September 2014





MONTHLY FINANCIAL REPORT

PERFORMANCE AT A GLANCE

SEPTEMBER 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	WARNING	Page 7
SEWER REVENUES	WARNING	Page 7
WATER REVENUES	WARNING	Page 8
WATER USAGE	NEGATIVE	Page 8
REFUSE FUND REV VS EXP	POSITIVE	Page 9
DRAINAGE FUND REV VS EXP	POSITIVE	Page 9
DEBT SERVICE FUND REV VS EXP	POSITIVE	Page 10
EMPLOYEE BENEFITS REV VS EXP	POSITIVE	Page 10

PERFORMANCE INDICATORS

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

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

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



ECONOMIC INDICATORS	SEPTEMBER 30, 2014 – NEWS FOR YOU
<p data-bbox="337 317 488 348">ECONOMY</p> <p data-bbox="188 352 440 384">National GDP: </p> <p data-bbox="188 388 633 667">GDP - the output of goods and services produced by labor and property located in the US – increased at a rate of 4.6% in the 2nd quarter of 2014 after decreasing 2.1% in the 1st quarter of 2014 as reported by the Bureau of Economic Analysis. The increase in real GDP was driven by upturns in exports as well as acceleration in business investment.</p> <p data-bbox="188 701 483 732">Texas Retail Sales: </p> <p data-bbox="188 737 633 831">Texas retail sales totaled \$41.3 billion for the month of July, an increase of \$1.2 billion (3.0%) over July 2013.</p> <p data-bbox="188 865 516 896">Texas Leading Index: </p> <p data-bbox="188 900 633 1150">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 1.8% between the months of June and July.</p>	<p data-bbox="656 317 1437 411">Attached is the Comprehensive Monthly Financial report for September 2014. 12 months of FY 2014, or 100.0% of the fiscal year is complete.</p> <p data-bbox="656 445 1437 615"><i>Please note that under governmental accounting standards, certain revenues and expenditures received or incurred during the first 60 days of the new fiscal year are applied back to the previous year. As a result, the City is still accruing invoices and not all revenues have been collected yet. Staff expects each operating fund to meet or exceed its reserve requirement.</i></p> <p data-bbox="656 648 1437 772">Revenues: Overall, the City has earned or received \$80.6 million for FY 2014. This amount is 100.3% of the approved operating budget of \$80.3 million and is 0.3% more than forecast through the month of September.</p> <ul data-bbox="704 774 1437 898" style="list-style-type: none"> • General Fund revenues are \$0.3 million or 0.8% higher than expected. • Utility Fund revenues are \$0.9 million or 3.6% lower than expected. <p data-bbox="656 932 1437 1056">Expenditures: Expenses totaled \$80.5 million year-to-date for FY 2014. This amount is 99.0% of the approved operating budget of \$81.3 million and is 1.0% lower than forecast through the month of September.</p> <ul data-bbox="704 1058 1437 1182" style="list-style-type: none"> • General Fund expenditures are \$1.2 million or 3.3% lower than expected. • Utility Fund expenditures are \$60 thousand or 0.2% higher than expected.
<p data-bbox="285 1157 534 1188">UNEMPLOYMENT</p> <p data-bbox="188 1222 565 1253">National Unemployment: </p> <p data-bbox="188 1266 633 1360">The national unemployment rate decreased from 6.1% to 5.9% from August to September.</p> <p data-bbox="188 1394 391 1425">State-Wide: </p> <p data-bbox="188 1430 633 1524">The Texas unemployment rate for August, 2014 was 5.3%, which is less than the August, 2013 rate of 6.4%.</p> <p data-bbox="188 1558 347 1589">Rowlett: </p> <p data-bbox="188 1593 633 1743">The City of Rowlett unemployment rate for August, 2014 was 5.6%, less than the August, 2013 of 6.0%. Note – city unemployment rates are not seasonally adjusted.</p>	<p data-bbox="656 1211 1437 1335">Surplus: The net surplus from operations through September is \$0.2 million which is \$1.1 million better than expected at this point in the year. The adopted operating budget for the fiscal year anticipates a total decrease of \$0.9 million.</p> <p data-bbox="935 1335 1151 1367">NOTEWORTHY</p> <p data-bbox="656 1371 1437 1465">Stage 3 Water Restrictions Notice: NTMWD has TEMPORARILY Eased Stage 3 Water Restrictions to Allow Weekly Landscape Irrigation Sept. 1 – Oct. 31, 2014</p> <p data-bbox="656 1470 1437 1749">The TCEQ requires that water providers maintain chlorine residuals in transmission and distribution systems to assure water quality so that the treated water supply is safe for use. During the summer of 2014, NTMWD consumers have reduced their water usage so well that maintaining chlorine residuals has been compounded by the decreased demands. To improve the circulation and increase the water flow within the water systems, allowance of once per week watering with sprinkler or irrigation systems will assist in maintaining the required chlorine residuals.</p>



**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

BUDGET SUMMARY OF ALL FUNDS FY2014

	2014 <u>Budget</u>	2014 <u>Forecast</u>	2014 <u>Year-to-Date</u>	<u>Variance</u>
Beginning Reserves	\$ 16,862,505	\$ 16,862,505	\$ 16,862,505	0.0%
Revenues:				
General	33,813,168	33,813,168	34,082,246	0.8%
Water & sewer	26,331,543	26,331,543	25,389,747	-3.6%
Debt service	8,246,662	8,246,662	8,227,600	-0.2%
Drainage	1,346,939	1,346,939	1,333,769	-1.0%
Refuse	4,835,889	4,835,889	5,086,581	5.2%
Employee health benefits	4,095,123	4,095,123	3,954,631	-3.4%
Impact fees	44,357	44,357	431,816	873.5%
Police seizure	100,550	100,550	321,027	219.3%
Economic development	316,694	316,694	315,916	-0.2%
Innovations	-	-	988	0.0%
Hotel/motel tax	47,752	47,752	64,351	34.8%
P.E.G.	85,042	85,042	90,833	6.8%
Grants	41,838	41,838	146,822	250.9%
Community Development Block Grant	191,254	191,254	159,990	-16.3%
Inspection Fees Fund	169,333	169,333	310,400	83.3%
Juvenile diversion	33,281	33,281	40,412	21.4%
Court technology	26,936	26,936	32,535	20.8%
Court security	20,035	20,035	23,997	19.8%
Golf course	601,728	601,728	601,692	0.0%
Total Revenues	\$ 80,348,124	\$ 80,348,124	\$ 80,615,352	0.3%
Expenses:				
General	35,242,475	35,242,475	34,067,272	-3.3%
Water & sewer	25,703,823	25,703,823	25,763,996	0.2%
Debt service	8,246,662	8,246,662	7,859,575	-4.7%
Drainage	1,303,580	1,303,580	1,203,553	-7.7%
Refuse	4,728,613	4,728,613	4,964,140	5.0%
Employee health benefits	4,070,097	4,070,097	3,841,608	-5.6%
Impact fees	30,000	30,000	468,340	1461.1%
Police seizure	100,550	100,550	633,356	529.9%
Economic development	355,588	355,588	307,333	-13.6%
Innovations	224,605	224,605	272,988	21.5%
Hotel/motel tax	42,749	42,749	46,912	9.7%
P.E.G.	71,811	71,811	74,374	3.6%
Grants	41,838	41,838	146,822	250.9%
Community Development Block Grant	191,254	191,254	159,990	-16.3%
Inspection Fees Fund	146,144	146,144	84,057	-42.5%
Juvenile diversion	33,210	33,210	28,743	-13.5%
Court technology	128,518	128,518	91,611	-28.7%
Court security	24,102	24,102	32,340	34.2%
Golf course	601,728	601,728	409,166	-32.0%
Total Expenses	\$ 81,287,347	\$ 81,287,347	\$ 80,456,175	-1.0%
Current Year Surplus/(Shortfall)	\$ (939,223)	\$ (939,223)	\$ 159,178	14.5%
Ending Reserves	\$ 15,923,282	\$ 15,923,282	\$ 17,021,683	6.9%

Positive
Warning
Negative

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

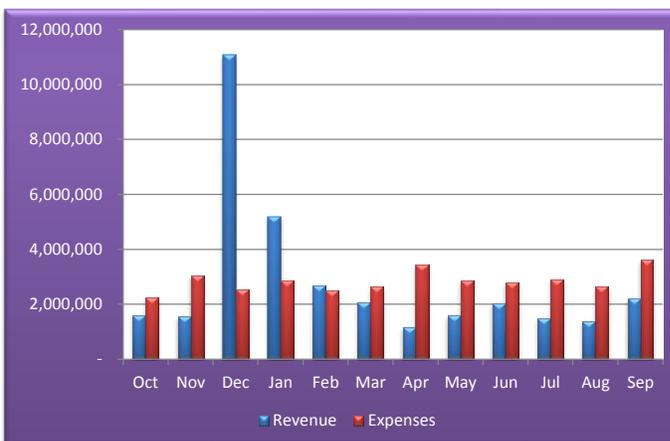


**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES FY2014

Month	2014 Revenue	2014 Expenses	Monthly Variance
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	2,670,847	2,488,264	182,583
Mar	2,084,191	2,653,398	(569,207)
Apr	1,173,782	3,439,351	(2,265,569)
May	1,582,059	2,847,836	(1,265,777)
Jun	2,050,941	2,794,600	(743,659)
Jul	1,484,138	2,898,074	(1,413,935)
Aug	1,376,033	2,637,884	(1,261,851)
Sep	2,228,343	3,628,960	(1,400,616)
Total	\$ 34,082,246	\$ 34,067,272	\$ 14,974
Cumulative Forecast	\$ 33,813,168	\$ 35,242,475	\$ (1,429,307)
Actual to Forecast \$	\$ 269,078	\$ (1,175,203)	\$ 1,444,281
Actual to Forecast %	0.8%	-3.3%	



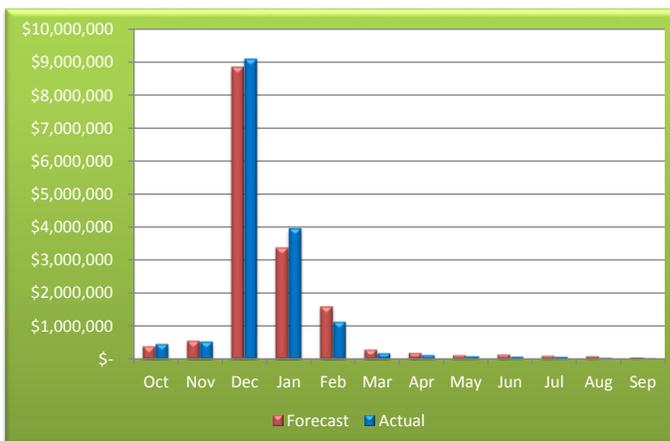
Positive

Cumulatively overall, the General Fund is better than forecasted for this time of the year, with revenues exceeding the forecast by 0.8% and expenses 3.3% lower than forecasted. These differences are primarily due to higher than expected franchise fees, vacancy savings and lower than expected supplies expenses.

REVENUE ANALYSIS

PROPERTY TAXES FY2014

Month	2014 Forecast	2014 Actual	Monthly Variance
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	1,136,084	(472,641)
Mar	290,844	181,028	(109,816)
Apr	184,755	118,224	(66,531)
May	117,901	86,854	(31,047)
Jun	140,464	72,416	(68,048)
Jul	102,440	66,862	(35,578)
Aug	89,645	35,201	(54,444)
Sep	50,372	17,977	(32,395)
Total	\$ 15,787,177	\$ 15,763,174	\$ (24,003)
Actual to Forecast			-0.2%



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 0.2% lower than forecasted for this time of the year.

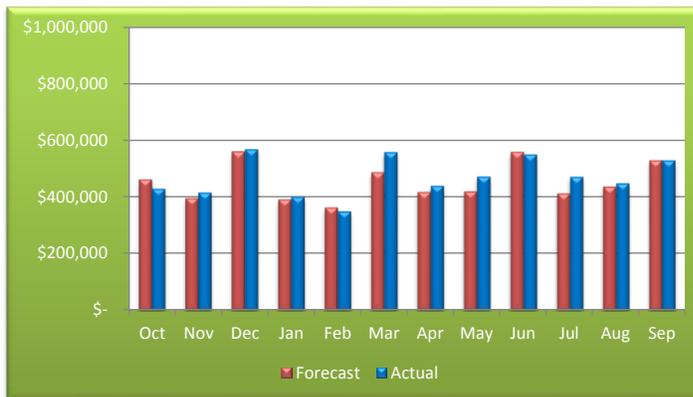


**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

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	399,637	10,007
Feb	361,544	348,585	(12,959)
Mar	485,196	556,530	71,334
Apr	416,016	437,942	21,926
May	417,960	470,499	52,539
Jun	557,046	547,489	(9,557)
Jul	410,975	469,538	58,563
Aug	434,864	447,008	12,144
Sep	526,923	526,923	-
Total	\$ 5,413,175	\$ 5,611,874	\$ 198,699
<i>Actual to Forecast</i>			3.7%



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 August are 2.8% higher than projected. Cumulatively, sales taxes are 3.7% higher than projected.

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	-	405,092	405,092
Feb	333,775	659,673	325,898
Mar	642,098	-	(642,098)
Apr	-	346,431	346,431
May	-	278,919	278,919
Jun	528,568	-	(528,568)
Jul	-	281,098	281,098
Aug	-	289,817	289,817
Sep	852,633	853,952	1,320
Total	\$ 3,010,000	\$ 3,114,982	\$ 104,982
<i>Actual to Forecast</i>			3.5%



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 3.5% higher than projected for the fiscal year.



**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

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	1,840,086	1,845,514	(5,428)
Mar	1,865,352	5,579,472	(3,714,120)
Apr	1,937,442	1,721,349	216,093
May	2,092,697	1,635,873	456,824
Jun	2,161,092	1,635,420	525,672
Jul	2,275,788	1,620,074	655,714
Aug	2,342,906	2,292,560	50,346
Sep	2,462,684	1,751,930	710,754
Total	\$ 25,389,747	\$ 25,763,996	\$ (374,249)
Cumulative Forecast	\$ 26,331,543	\$ 25,703,823	\$ 627,720
Actual to Forecast \$	\$ (941,796)	\$ 60,173	\$ (1,001,969)
Actual to Forecast	-3.6%	0.2%	



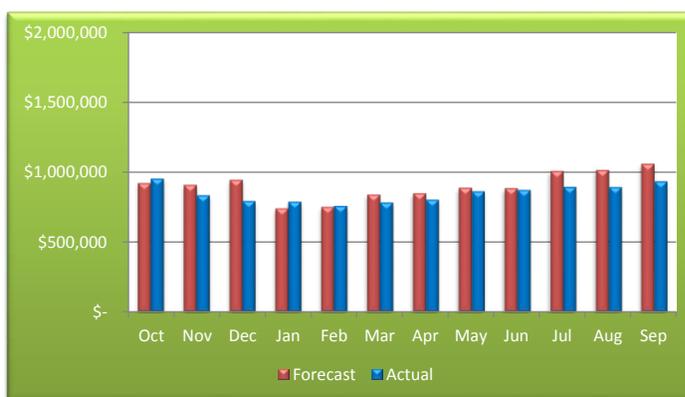
Warning

Utility fund revenues are 3.6% lower than forecast, and expenses are 0.2% lower than expected. These differences are primarily due to lower than expected water and sewer revenues. The fund makes semi-annual debt payments in March and August.

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	757,401	7,055
Mar	837,264	780,639	(56,625)
Apr	847,397	802,118	(45,279)
May	886,960	861,106	(25,854)
Jun	884,119	870,967	(13,152)
Jul	1,006,135	892,339	(113,796)
Aug	1,014,318	891,949	(122,369)
Sep	1,058,609	932,759	(125,850)
Total	\$ 10,793,547	\$ 10,152,855	\$ (640,692)
Actual to Forecast			-5.9%



Warning

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 5.9% lower than forecasted for this time of year.

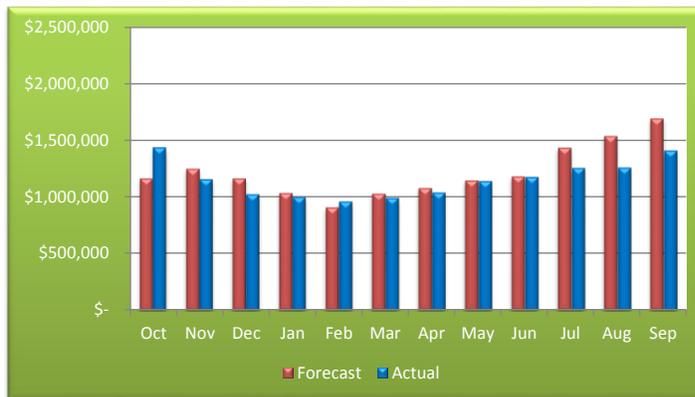


**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

REVENUE ANALYSIS

WATER REVENUES FY2014

<u>Month</u>	<u>2014 Forecast</u>	<u>2014 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 1,163,371	\$ 1,432,250	\$ 268,879
Nov	1,248,287	1,153,189	(95,098)
Dec	1,164,744	1,019,459	(145,285)
Jan	1,035,859	995,804	(40,055)
Feb	908,737	955,899	47,162
Mar	1,029,804	988,809	(40,995)
Apr	1,079,021	1,036,762	(42,259)
May	1,145,473	1,136,453	(9,020)
Jun	1,180,953	1,171,347	(9,606)
Jul	1,434,137	1,251,814	(182,323)
Aug	1,536,918	1,254,562	(282,356)
Sep	1,691,972	1,404,130	(287,842)
Total	\$ 14,619,276	\$ 13,800,477	\$ (818,799)
<i>Actual to Forecast</i>			-5.6%



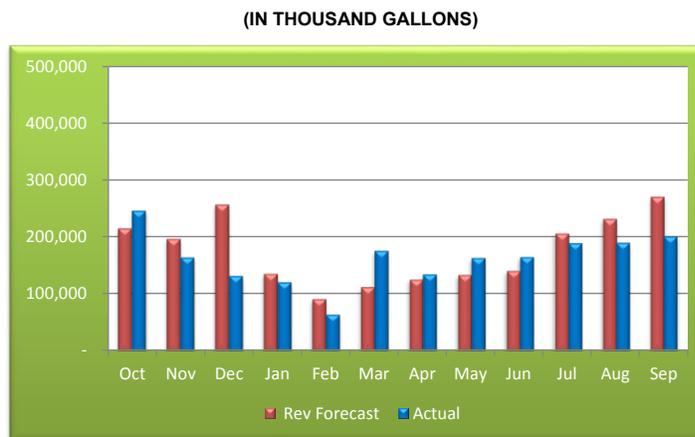
Warning

Water sales represent just over 50% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District. Water revenues are 5.6% less than forecasted for this time of year.

REVENUE ANALYSIS

WATER USAGE FY2014

<u>Month</u>	<u>2014 Rev 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	90,680 *	63,297	(27,383)
Mar	111,904	174,862	62,958
Apr	124,977	133,624	8,647
May	133,120	162,355	29,235
Jun	140,531	164,148	23,617
Jul	205,774	188,220	(17,554)
Aug	231,212	189,268	(41,944)
Sep	269,573	200,080	(69,493)
Total	2,110,249	1,934,824	(175,425)
<i>Actual to Forecast</i>			-8.3%



Negative

The City purchases its water from the North Texas Municipal Water District. Customer usage is 8.3% 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. *Budget amendment approved by City Council in February.



**CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014**

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	396,073	680,753	(284,680)
Mar	400,681	381,364	19,317
Apr	430,529	400,245	30,284
May	461,005	390,515	70,490
Jun	460,202	391,841	68,361
Jul	458,889	390,072	68,817
Aug	455,174	382,579	72,595
Sep	433,930	383,387	50,543
Total	\$ 5,086,581	\$ 4,964,140	\$ 122,441
Cumulative Forecast	\$ 4,835,889	\$ 4,728,613	\$ 107,276
Actual to Forecast \$	\$ 250,692	\$ 235,527	\$ 15,165
Actual to Forecast	5.2%	5.0%	



Positive

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are currently 5.2% higher than forecasted, and expenses are 5.0% higher than forecasted due to expenses from the ice storm cleanup.

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	110,681	347,255	(236,574)
Mar	110,885	68,186	42,699
Apr	111,456	82,602	28,854
May	111,653	67,375	44,278
Jun	111,760	75,659	36,101
Jul	111,491	67,210	44,281
Aug	111,410	156,508	(45,098)
Sep	111,758	70,193	41,565
Total	\$ 1,333,769	\$ 1,203,553	\$ 130,216
Cumulative Forecast	\$ 1,346,939	\$ 1,303,580	\$ 43,359
Actual to Forecast \$	\$ (13,170)	\$ (100,027)	\$ 86,857
Actual to Forecast	-1.0%	-7.7%	



Positive

The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Overall, the fund is better than forecasted for this time of the year, with revenues 1.0% lower than forecasted but expenses 7.7% lower than forecasted. Semi-annual bond payments are made in February and August.



CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2014

OVERALL FUND PERFORMANCE

DEBT SERVICE FUND REVENUES VS EXPENSES FY2014

<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	1,934,744	12,067	1,922,677
Feb	771,850	6,631,905	(5,860,055)
Mar	106,583	13,099	93,485
Apr	78,036	1,423	76,613
May	63,106	1,435	61,671
Jun	54,830	12,352	42,478
Jul	50,682	2,808	47,873
Aug	242,278	1,019,840	(777,562)
Sep	28,627	12,858	15,770
Total	\$ 8,227,600	\$ 7,859,575	\$ 368,025
Cumulative Forecast	\$ 8,246,662	\$ 8,246,662	\$ (0)
Actual to Forecast \$	\$ (19,062)	\$ (387,088)	\$ 368,026
Actual to Forecast	-0.2%	-4.7%	



Positive

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Overall, the fund better than forecasted, with revenues 0.2% lower than projected, and expenses 4.7% lower than expected. The fund makes semi-annual debt payments in February and August.

OVERALL FUND PERFORMANCE

EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2014

<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	361,937	362,044	(107)
Mar	322,699	416,103	(93,403)
Apr	321,340	353,006	(31,666)
May	319,385	279,120	40,264
Jun	317,239	266,986	50,253
Jul	384,910	361,831	23,079
Aug	322,164	340,815	(18,650)
Sep	342,209	408,831	(66,622)
Total	\$ 3,954,631	\$ 3,841,608	\$ 113,023
Cumulative Forecast	\$ 4,095,123	\$ 4,070,097	\$ 25,026
Actual to Forecast \$	\$ (140,492)	\$ (228,489)	\$ 87,997
Actual to Forecast	-3.4%	-5.6%	



Positive

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured fund. Overall, revenues are 3.4% lower than forecasted due to lower than expected employee contributions. Expenses are 5.6% lower than forecasted due to lower than expected claims.



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 5H

TITLE

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

STAFF REPRESENTATIVE

Brian Funderburk, City Manager



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 7A

TITLE

Consider action to approve minutes from the October 21, 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 October 21, 2014, City Council Meeting.

ATTACHMENTS

10-21-14 City Council Meeting minutes



City of Rowlett

Meeting Minutes

City Council

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

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

Tuesday, October 21, 2014

5:30 P.M.

Municipal Building – 4000 Main Street

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

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

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

Absent: Mayor Gottel

1. CALL TO ORDER

Mayor Pro Tem Gallops called the meeting to order at 5:30 p.m.

2. EXECUTIVE SESSION (5:30 P.M.)* Times listed are approximate

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney pertaining to pending litigation, Angela Figuro vs. City of Rowlett. (20 minutes)

Council convened in Executive Session at 5:30 p.m. Out at 6:02 p.m.

Deputy Mayor Pro Tem Pankratz arrived at 5:31 p.m and Councilmember Bobbitt arrived at 5:36 p.m.

- 2B.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate on property at 2801 Lakeview Parkway. (20 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

This item was not discussed.

3. WORK SESSION (5:50 P.M.)*

3A. Presentation from Rockwall County Open Space Alliance. (15 minutes)

Nell Wellborn, Vice-Chair of Rockwall County Open Space Alliance, presented background information regarding the group and their goals.

3B. Discuss Fire Rescue and Lake Pointe Hospital Community Health Care Response Unit. (15 minutes)

Fire Chief Neil Howard provided information regarding the paramedicine program. Council discussion regarding a long-term financial model, other pilot programs, and cost to the patient. It was the consensus of Council to proceed with the pilot program in Rowlett.

3C. Discuss proposal for clubhouse improvements at Waterview Golf Club. (30 minutes)

City Manager, Brian Funderburk, provided background information on the proposed plan and the process thus far. Craig Kniffen, with American Golf Corporation (AGC), stated that AGC looked for changes that could be made to save money on the renovations – value engineering. For example, remodeling the bathrooms, but without additional toilets; shading devices (blinds/curtains) would have to be purchased so specialized and more costly windows would not be necessary. Mr. Kniffen stated that moisture barrier requirements helped redesign the posts, which provides an additional four to six inches around the perimeter of the interior of the pavilion. It was Mr. Funderburk’s recommendation to use funds from the Golf Reserve fund to cover the overages. It was the consensus of Council to do so.

3D. Discuss and receive feedback on a potential public/private partnership to realign and build a portion of Princeton Road. (20 minutes)

Erin Jones, Senior Planner, presented the information regarding the original alignment of the extension and the proposed change along with the proposal from the developer of the property. It was the consensus of Council to proceed with the process.

3E. Discuss a professional services agreement with Traditions Fire Consulting, LLC, to provide fire protection systems plan review of commercial and residential construction projects for the City of Rowlett. (20 minutes)

Chief Howard, along with Fire Marshal Bryan Beckner, provided background information on Traditions Fire Consulting, LLC and their reputation. It was the consensus of Council to proceed.

3F. Discuss irrigation and landscaping improvements on Merritt Road. (15 minutes)

Tim Rogers, Director of Public Works, provided background information on the project and proposed bringing the landscape in line with the initially proposed conceptual landscape plan. He provided details and costs of the proposed improvements. It was the consensus of Council to proceed.

4. DISCUSS CONSENT AGENDA ITEMS

Items 7F and 7H were withdrawn from the Consent Agenda to be considered individually.

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

After a short break at 7:33 p.m., Council reconvened at 7:41 p.m. Mayor Gottel joined the meeting at that time.

INVOCATION – Dan Pence, Stillwater Community Church

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Presentation of Proclamation to Brett Lee, CEO of Lake Pointe Hospital, for his being named one of *Becker's Hospital Review's* 25 "Rising Stars".

Mr. Lee was unable to attend. This item will be rescheduled to a later date.

- 5B.** Proclamations recognizing the 2014 winners of the Rowlett Arts and Humanities Commission's Photography Contest.

Deputy Mayor Pro Tem Pankratz presented the proclamations to the following:

<i>First Place, People Category:</i>	Sue Ann Bruce
<i>First Place, Places Category:</i>	Michael Ficarra
<i>First Place, Things Category:</i>	Lorraine Ficarra
<i>Best of Show:</i>	Greg Wilkins

- 5C.** Recognition of National CAPRA Accreditation for the Parks and Recreation Department.

Mayor Gottel presented the award certificate to Jermel Stevenson, Director of Parks and Recreation, and his staff. Wayne Baxter, Chairman of the Parks and Recreation Advisory Board, also commended the staff for this achievement.

- 5D.** Hear a presentation on the City of Rowlett receiving the Government Finance Officers Association of America and Canada Certificate of Achievement for Excellence in Financial Reporting.

Alan Guard, Chief Financial Officer, provided the details of the requirements for the award along with Wendy Badgett – Assistant Finance Director, Tara Lopez – Senior Accountant, Amanda Turner – Accountant II, Patricia Saenz – Accountant I and Brandie Gustafson – Accountant I.

- 5E.** Hear presentation of the Monthly Financial report for the period ending August 31, 2014.

Mr. Guard presented the report.

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

Mayor Gottel announced the following: Upcoming City Council meetings: Tuesday, November 4th & 18th; Regular Meeting - in City Hall Conference Room. Special Council Work Session – Tuesday, November 11th; 6pm in Annex Conference Room. Upcoming Planning and Zoning Commission meetings: Tuesday, October 28th & November 11th - 6pm in City Hall Conference Room. Upcoming CIP (COMMUNITY IMPROVEMENT PROGRAM) TASK FORCE MEETINGS: 2nd & 4th Tuesdays of the month starting at 5pm in City Hall Conference Room. October 28th; November – 11th & 25th. EBOLA CONCERNS: Rowlett has the utmost care and concern for the health & welfare of our citizens. Information posted on the home page of Rowlett website. More web sites available on our site. Call 972-412-6194, the City's dedicated phone number for the most current and up-to-date information regarding this situation. BLACKLAND'S CORRIDOR STUDY: North Central Texas Council of Governments Announces Staff Recommendations for Blacklands Corridor: October 17th – NCTCOG staff finalized their recommendation for the Mobility 2035-2014 Amendment. They are not proposing to add the Blacklands toll road known as Northeast Gateway to the conformity analysis. NCTCOG staff recommending the Blacklands facility should remain as a corridor for future evaluation. NCTCOG staff will present the recommendations to the Surface Transportation Technical Committee on Oct. 24th. Regional Transportation Council is scheduled to consider recommendations on Nov. 13th. NCTCOG website – nctcog.org/trans/corridor/blacklands.asap. Rowlett Council will consider this item tonight on the Consent Agenda, item 7H. CLEAN UP FROM RECENT STORM: There was quite a bit of damage to trees in the area as a result of the storm that hit Rowlett on Oct. 2nd. Please place any debris related to this storm at the curb for removal by Waste Management during their normal pick up routes. Staff anticipates that we will be complete with debris removal on November 2nd. An Everbridge notification will inform the public on Wednesday, October 22nd that our final day of debris removal is November 2nd; City staff will continue to remove debris as a supplement to Waste Management's efforts until then. City staff will not assist in the cleanup efforts beyond November 2nd. Any remaining debris beyond November 2nd will be removed during normal Waste Management pickup. While we understand our contract doesn't provide for this, it may be required to cut the debris if it will not fit in the Waste Management truck or if it's too heavy to lift. To request a pick-up, please go to the home page at Rowlett.com, under Rowlett News click on *Debris Removal Form* under the Storm Debris Response paragraph. You can also send an email to stormdebris2014@rowlett.com and your request will be logged in for follow up. Thank you for being patient. EARLY VOTING STARTS: Early voting for the General Election is from Monday, October 20th through Friday, October 31st. Early voting site for Rowlett – Annex Conference Room at 4004 Main Street. TAX PROGRAM FOR SENIORS: Presented on Tuesday, November 4th, 10am at RCC. Kevin Lawson of Lawson & Co. CPAs of Rowlett presenting. VETERANS DAY: Tuesday, November 11th at 11:00 am in Veterans Park. Join us at Veterans Park as we recognize and honor our local veterans. Veterans Day is a time when the community gathers together to give thanks to those who have served our country. ONCE A WEEK LANDSCAPE WATERING: Allow landscape watering once a week with sprinklers or irrigation systems through the end of this month. This will help to maintain the required chlorine residuals for water quality. More information on City's website at www.rowlett.com. *Watering once every other week resumes on November 1st!* ANIMAL SHELTER: Animal Shelter maintains a 98% live release rate! Low Cost Vaccine Clinics at Animal Shelter: Saturday, November 15th, 1:00-3:00 pm. Normal business hours: Monday-Friday, 10am-5pm, Saturday, 10am-5pm. They are located at 4402 Industrial Street. Upcoming Events for Parks and Recreation: Camp Fear is this weekend – October 24–25th!! At Pecan Grove Park, 5300 Main Street. Starting Friday evening at 5pm and ending Saturday morning at 11am. For more information, check out our page on the website rowlett.com. Bring a mini-pumpkin for a chase to win the "Punkin' Chunkin' Contest"! Check out all the Fall

programs, including programs for Seniors, listed in the Lakeside Leisure or at www.rowlett.com on the Parks Department page. Upcoming events at the Rowlett Public Library: Halloween Treats at the Library - Friday, October 31st – all day. Come dressed in your costumes! Operation Shoebox – October 27th – November 8th. Join with us to pay tribute to our Armed Forces. Bring in needed items and write a note of thanks. A list of items is available on the Library's website and in the Library. Check out more fun at www.rowlett.com – go to the Library page then Programs!

Councilmember van Bloemendaal announced the Keep Rowlett Beautiful sponsored shredding and e-recycling event on Saturday, October 25th at Rowlett High School, 9am – 1pm.

Councilmember Dana-Bashian announced that the Rowlett High School Marching Band will be one of 24 bands competing in the area contest, which is a preliminary event leading up to the State competition. This will be held at Mesquite Memorial Stadium at 11am, October 25th. Should they advance, the State competition is Tuesday, November 4th in San Antonio.

Deputy Mayor Pro Tem Pankratz announced the ACTOR production of “Murder by the Book” at Main Street Events on November 7, 8, and 9th and 14, 15, and 16th. More information can be found at www.ACTORtx.com.

Councilmember Bobbitt announced a fundraising pancake breakfast at Applebee's for Artists in the Round on Saturday, November 8th from 8am – 10am.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

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

This item was approved on the Consent Agenda.

- 7B.** Consider a resolution approving Change Order Number 1 to the contract with A&M Construction Company in the amount \$18,895.00, authorizing the final payment and release of retainage for the Martin Street Sanitary Sewer Project in the amount of \$87,403.70 to A&M Construction and Utilities Incorporated, and authorizing the Mayor to execute the necessary documents.

This item was approved as RES-097-14 on the Consent Agenda.

- 7C.** Consider action to approve a resolution authorizing the final acceptance and release of retainage for the Castle Drive 24-Inch Water Main Project in the amount of \$119,521.95 to Crescent Constructors Incorporated, and authorizing the Mayor to execute the necessary documents.

This item was approved as RES-098-14 on the Consent Agenda.

- 7D.** Consider action to approve a resolution amending a Communication Facility License Agreement with T-Mobile West, LLC to amend the Rent Abatement schedule included as Exhibit B.

This item was approved as RES-099-14 on the Consent Agenda.

- 7E.** Consider action to approve a resolution authorizing the payment for computer software maintenance and support services for the Police Department to Integrated Computer Systems (ICS) in the amount of \$141,243.

This item was approved as RES-100-14 on the Consent Agenda.

- 7F.** Consider a resolution approving a tree mitigation plan and related tree removal permit application for more than three trees associated with Briarwood Armstrong Addition, located at 2801 Lakeview Parkway. (DP14-736)

Garrett Langford, Principal Planner, provided clarification regarding the selection of Elm trees versus Hackberry trees, reiterating that should the plans change, the trees would remain.

This item was removed from the Consent Agenda for individual consideration.

A motion was made by Mayor Pro Tem Gallops, seconded by Deputy Mayor Pro Tem Pankratz, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as RES-101-14.

- 7G.** Consider a resolution approving a request for alternative building materials for a proposed single family home, new construction, located at 2102 Stone Hollow Drive. (DP14-739)

This item was approved as RES-102-14 on the Consent Agenda.

- 7H.** Recommend City Council to approve a resolution opposing the construction of the private toll road project known as the Northeast Gateway in the City of Rowlett and its Extraterritorial Jurisdiction.

Councilmember Dana-Bashian requested that verbiage relating to E-Quest be added to the resolution.

This item was removed from the Consent Agenda for individual consideration.

A motion was made by Councilmember Dana-Bashian, seconded by Mayor Pro Tem Gallops, to approve the item as presented with the addition of E-Quest to the negative impacts "WHEREAS" statement. The motion carried with a unanimous vote of those members present. This item was adopted as RES-103-14.

Passed the Consent Agenda

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

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8A.** Conduct a public hearing and take action to approve an ordinance granting Major Warrants for Urban Village Form Based Code standards relating to building frontage, building orientation, block size, building transparency, signage, and open space for a church located at 4405, 4501, 4591, 4595, and 4825 Main Street.

Daniel Acevedo, Urban Planner, provided the background information on this project. Council discussion regarding the church's commitment to the community.

The public hearing opened and closed with two speakers in favor of this item:

1. Craig Price, 1913 Orchard Grove Drive, Rowlett
2. Scott Siple, 3018 Dogwood Trail, Rowlett

A motion was made by Councilmember Dana-Bashian, seconded by Mayor Pro Tem Gallops, to approve the item as presented. The motion carried with a vote of six in favor and one abstention (Sheffield). This item was adopted as ORD-034-14.

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

There was no action taken.

9. ADJOURNMENT

Mayor Gottel adjourned the meeting at 9:13 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 7B

TITLE

Consider action approving a resolution amending the Master Fee Schedule for rate and fee changes to the Development Code for Fire Protection Systems Plans Review.

STAFF REPRESENTATIVE

Alan Guard, Chief Financial Officer

SUMMARY

The demands and responsibilities of the Fire Marshal's Office are increasing as the City of Rowlett develops. Rather than hiring a new full-time employee, we have looked into partnering with a third-party plan review company to help with these demands. Traditions Fire Consulting currently works with 17 area municipalities (see Attachment 1). They provide extra assistance in insuring a code-compliant fire protection thorough review of the construction documents.

In order to receive revenue for this service, fees need to be established in the Master Fee Schedule. The fees outlined in Exhibit A are set at the rates provided by Traditions Fire Consulting.

BACKGROUND INFORMATION

The City of Rowlett Master Fee Schedule provides a schedule of fees and rates for various City services. The schedule is updated each year as part of the City's annual budget process and as needed from time to time. Typically, the fee schedule is updated at budget time to reflect increases in water, sewer and refuse rates, and any other fees that need to be increased due to increases in the cost of the service or be more in line with the fees other cities charge. This is also an opportunity to update any fees due to changes in operations, ordinances or state law and perform any administrative "clean up" of the schedule. This particular resolution establishes a fee schedule for Fire Protection Systems Plans Review, which will be provided by a third-party consulting firm.

DISCUSSION

The Fire Marshal directs and oversees fire protection activities such as fire inspections, new construction compliance, fire safety education, and plan review. Plan review is the area in which we are needing third-party assistance. This includes reviews for new structures and development coming into our city. The workload is mostly forecastable and reasonably managed by the Fire Marshal directly. However, in times of increased economic development, the need for plans review can be overwhelming. During these times, the number of jobs and the complexity of the

projects can tax the Fire Marshal and slow progress in all areas, thus holding up developers and builders.

The City of Rowlett is scheduled to have several large developments happening simultaneously in the near future. All plan reviews are needed in a timely fashion – usually five to ten business days. Currently, the Fire Marshal’s Office (FMO) does not have the capacity to meet the demands presented by large developments. If we are unable to meet the deadlines, economic growth could be negatively impacted. It is a priority of the FMO to provide developers with a positive experience while working with the City of Rowlett. Obtaining assistance from a plans review firm will make that experience possible.

Council has approved a code amendment that allows us to partner with a third-party firm. In Chapter 1 section 104.7.2 of the International Fire Code, the Fire Marshal is authorized to delegate plan reviews to a third-party firm. The firm will provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer or specialty organization and shall analyze the fire safety properties of plans.

In order to pay for the cost of the service, the Master Fee Schedule needs to be amended to adopt the rate schedule provided by Traditions Fire Consulting. Similar to the agreement with Bureau Veritas for Building Inspections, the City of Rowlett will collect the fees for this service from the developer and then remit a check to Traditions Fire Consulting after the service is provided and the City is invoiced by the company.

FINANCIAL/BUDGET IMPLICATIONS

Developers and fire protection contractors typically include plan review and permit fees in the initial bid for the projects. Similar to the contract with Bureau Veritas for Building Inspections, the fee for this service will be paid by the developer and, therefore, will not have a net impact to the City. These services are allowed by Chapter 1 Section 104.7.2 of the amended International Fire Code.

RECOMMENDED ACTION

Approve the resolution amending the Master Fee Schedule for rate and fee changes to the Development Code Section for Fire Protection Systems Plan Review.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF ROWLETT TO AMEND THE FEES SET FORTH IN THE DEVELOPMENT CODE SECTION OF THE MASTER FEE SCHEDULE; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett has heretofore adopted a Master Fee Schedule for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services and activities; and

WHEREAS, the City Council desires to amend the said Fee Schedule to revise or add existing or new fees and does so by this Resolution; and

WHEREAS, in the event there is a conflict between a fee listed in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; and

WHEREAS, although the purpose of this resolution is to amend the Master Fee Schedule, this resolution is not intended to amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

Section 1: That from and after the effective date of this Resolution the fees and charges set out in the Master Fee Schedule attached hereto as Exhibit "A" shall be collected on behalf of the City for the Development Code as shown in Exhibit "A". Other sections, fees or charges not referenced in Exhibit "A" shall remain unaffected by this Resolution.

Section 2: That in the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this resolution shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

Section 3: That all provisions of the ordinances and resolutions of the City of Rowlett in conflict with the provisions of this resolution be and the same are hereby repealed and all other provisions of the ordinances and resolutions of the City of Rowlett not in conflict with the provisions hereof shall remain in full force and effect.

Section 4: That if any section, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this resolution, it being the legislative intent that the provisions of this resolution are severable and that the resolution shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

Section 5: That the fees provided for in Section 1 of this Resolution relative to the various proposed rates and fees shall become effective on the 5th day of November 2014.

ATTACHMENT

Exhibit A – Master Fee Schedule with proposed additions

Exhibit A

DEVELOPMENT CODE

Fire Protection System Plans Review:	
Fire Sprinkler Systems ***Fire Pump and Standpipe Fees Not Included – See Below***	
Number of Sprinkler Heads	
1 to 20	\$150.00
21 to 100	\$250.00
101 to 200	\$400.00
201 to 300	\$550.00
301 to 500	\$700.00
Over 500	\$700.00 plus \$0.50 for each sprinkler head over 500
Residential Fire Sprinkler Systems (13D)	
1 to 25 Sprinkler Heads	\$100.00
26 to 50	\$200.00
51 to 100	\$250.00
Over 100	\$250.00 plus \$0.50 for each sprinkler head over 100
Fire Service Underground Mains, Standpipe(s) and Fire Pumps	
Fire Service Underground Main	\$150.00
Standpipe	\$150.00
Fire Pump	\$100.00
Fire Alarm and Detection Systems	
1 to 25	\$150.00
26 to 50	\$250.00
51 to 75	\$350.00
76 to 100	\$450.00
Over 100	\$450.00 plus \$2.00 per device over 100
Commercial Kitchen Hood Fire Suppression Systems	
1 to 25	\$150.00
26 to 50	\$250.00

Exhibit A

Over 50	\$250 plus \$5.00 for each additional flow point over 50.
Gaseous Suppression/Dry Chemical Systems	
1 to 100 PSI	\$200.00
101 to 300	\$250.00
301 to 500	\$300.00
501 to 750	\$350.00
751 to 1,000	\$400.00
Over 1,000	\$400.00 plus \$0.10 per pound over 1,000
International Fire Code/NFPA 101 Plan Review	
Up to 25,000 Square Feet	\$300.00
25,001 to 50,000 Square Feet	\$450.00
50,001 to 75,000 Square Feet	\$600.00
75,001 to 100,000 Square Feet	\$750.00
Over 100,000 Square Feet	\$900.00 plus \$100.00 for every additional 50,000 square feet



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 7C

TITLE

Consider action to approve a resolution for professional services with Traditions Fire Consulting, LLC, to provide fire protection systems plan review of commercial and residential construction projects for the City of Rowlett, in the estimated annual amount of \$35,000; and authorizing the City Manager, after City Attorney review, to execute the necessary documents for said service.

STAFF REPRESENTATIVE

Bryan A. Beckner, Fire Marshal
Neil Howard, Fire Chief

SUMMARY

The demands and responsibilities of the Fire Marshal's Office are increasing as the City of Rowlett develops. Rather than hiring a new full-time employee, we have looked into partnering with a third-party plan review company to help with these demands. Traditions Fire Consulting currently works with 17 area municipalities (see Attachment 1). They provide extra assistance in insuring a code-compliant fire protection thorough review of the construction documents. Not only do they have knowledge of Rowlett Fire Rescue's current codes inclusive of form-based codes, they are familiar with past codes. This company's knowledge is what makes them the right choice for our organization. Allowing them to assist the Fire Marshal ensures the highest level of safety to our citizens, while balancing the overall work load of the Fire Marshal's Office.

BACKGROUND INFORMATION

The item was discussed at the October 21, 2014 City Council Work Session.

The Fire Marshal directs and oversees fire protection activities such as fire inspections, new construction compliance, fire safety education, and plan review. Plan review is the area in which we are needing third-party assistance. This includes reviews for new structures and development coming into our city. The workload is mostly forecastable and reasonably managed by the Fire Marshal directly. However, in times of increased economic development, the need for plans review can be overwhelming. During these times, the number of jobs and the complexity of the projects can tax the Fire Marshal and slow progress in all areas, thus holding up developers and builders.

To offset this increase in projects, working with a third-party plan review firm is the right decision for the City. There are several plans review firms in the North Texas area from which to choose. After evaluating possible contractors, Traditions Fire Consulting, LLC was identified as the firm offering the greatest value to the City of Rowlett. Traditions Fire Consulting currently provides review services to 17 North Texas municipalities. We contacted all 17 cities and received

feedback from 11; one of which was neutral and ten responded with high recommendations. Those cities are: Azle, Balch Springs, Burleson, Cedar Hill, DeSoto, Denison, Mansfield, McKinney, Paris, and Prosper. Additionally, Traditions Fire Consulting has extensive knowledge and experience in assisting fire departments with plans and development review. More information may be found at the Traditions Fire Consulting website, <http://www.traditionsfire.com/consulting.html>.

DISCUSSION

The City of Rowlett is scheduled to have several large developments happening simultaneously in the near future. All plan reviews are needed in a timely fashion – usually five to ten business days. Currently, the Fire Marshal's Office (FMO) does not have the capacity to meet the demands presented by large developments. If we are unable to meet the deadlines, economic growth could be negatively impacted. It is a priority of the FMO to provide developers with a positive experience while working with the City of Rowlett. Obtaining assistance from a plans review firm will make that experience possible.

Council has approved a code amendment that allows us to partner with a third-party firm. In Chapter 1 section 104.7.2 of the International Fire Code, the Fire Marshal is authorized to delegate plan reviews to a third-party firm. The firm will provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer or specialty organization and shall analyze the fire safety properties of plans.

There are three primary benefits to outsourcing plan review services:

- Use of a third-party review service would allow the Fire Marshal to manage workload fluctuations and maintain productivity. The Fire Marshal currently balances responsibilities of public education, annual fire inspections, and new building construction inspections as well as plans review for new structures and development.
- The third-party review service will be paid on an as-needed basis, which will prevent the need of a Fire Protection Engineer for the FMO.
- Traditions Fire Consulting has extensive knowledge and experience in assisting municipal building inspections and fire departments. The firm has been praised for their responsiveness and overall high level of professionalism.

FINANCIAL/BUDGET IMPLICATIONS

Developers and fire protection contractors typically include plan review and permit fees in the initial bid for the projects. Similar to the contract with Bureau Veritas for Building Inspections, the fee for this service will be paid by the developer and, therefore, will not have a net impact to the City. These services are allowed by Chapter 1 Section 104.7.2 of the amended International Fire Code. The contract with Traditions, will assist the Fire Marshall's Office in safeguarding the health, safety, and welfare of all those who live, visit, or work in the City of Rowlett.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
101-0000-335-01-11	Plan Review Charges	\$0	(\$35,000)
101-3016-440-74-04	Purch Service-Contractual / Contract Labor	0	\$35,000
Total		\$0	\$0

STAFF RECOMMENDATION

City staff recommends the City Council approve a resolution for professional services with Traditions Fire Consulting, LLC, to provide fire protection systems plan review of commercial and residential construction projects for the City of Rowlett, in the estimated annual amount of \$35,000; and authorizing the City Manager, after City Attorney review, to execute the necessary documents for said service.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRADITIONS FIRE CONSULTING, LLC TO PROVIDE FIRE PROTECTION SYSTEMS PLAN REVIEW FOR COMMERCIAL AND RESIDENTIAL CONSTRUCTION PROJECTS FOR THE CITY OF ROWLETT IN THE ESTIMATED ANNUAL AMOUNT OF \$35,000; AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY REVIEW, TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett requires controlled and orderly growth through enforcement of plan reviews, and;

WHEREAS, such enforcement can be provided through focused professionals, and;

WHEREAS, Traditions Fire Consulting, LLC has proposed an agreement to provide such professional services, and;

WHEREAS, upon full review and consideration of the Services Agreement, and all matters related thereto, the City Council is of the opinion that approving this Services Agreement is in the best interest of the City and its citizens.

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

Section 1: That the City Council of the City of Rowlett does hereby approve an agreement for professional services with Traditions Fire Consulting, LLC, to provide fire protection systems plan review for commercial and residential

construction projects for the City of Rowlett, in an estimated annual amount of \$35,000.

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

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

ATTACHMENTS

Exhibit A – Traditional Fire Cities

Exhibit B – Traditional Fire Cities Fee Schedules

Exhibit C – Rowlett Fire Fee Schedule

TRADITIONS FIRE

We are a licensed Fire Protection Engineering Firm in Texas and Oklahoma. We are also a State certified HUB and WBE. One of the complaints I've heard from contractors is that the plan review process for third party reviewers takes too long and that they "nickle and dime" you for everything. We do not charge re-submittal fees so the contractors know all of the costs up front. In addition, the contractors have direct contact with me, and my wife or I personally perform all of the plan reviews. The average turnaround time is 5 business days. Many of the cities we perform reviews for allow PDF submittals which expedite the review process. We provide free project related code consulting for the municipalities that use us for third party plan review. Below is a list of municipalities that currently utilize our services:

- Azle
- Balch Springs
- Burleson
- Cedar Hill
- Celina
- DeSoto
- Denison
- Mansfield
- McKinney
- Mineral Wells
- Paris
- Prosper
- Rowlett (tentative start 10/14)
- San Antonio
- Sherman
- Trophy Club
- Weatherford

Best regards,

Nick Kalina, CFPS
President
www.traditionsfire.com

SCHEDULE "B"

Traditions Fire Consulting LLC Pricing – Municipal Reviews**Plan Review Services**

- All plan review fees are for the entire review. No re-submittal fees.
- Traditions Fire Consulting will stamp the reviewed plans.
- Plan review comments will be e-mailed or faxed to the client.
- Plan review turnaround time of 5-10 business days for standard reviews.
- Free telephone consulting regarding the plans/project submitted.
- Overnight shipping is available for an additional fee.
- Rush plan review service is available in 2-3 business days for standard projects. Rush plan review fees are project specific with a minimum fee of 125% the original plan review fee.

Fire Sprinkler Systems (NFPA 13 and 13R)

*****Fire Pump and Standpipe Fees Not Included. See Below.*****

Number of Sprinkler Heads	Price
1 to 20	\$150.00
21 to 100	\$250.00
101 to 200	\$400.00
201 to 300	\$550.00
301 to 500	\$700.00
Over 500	\$700.00 plus \$0.50 for each sprinkler head over 500

Residential Fire Sprinkler Systems (13D)

Number of Sprinkler Heads	Price
1 to 25	\$100.00
26 to 50	\$200.00
51 to 100	\$250.00
Over 100	\$250.00 plus \$0.50 for each sprinkler head over 100

Fire Service Underground Mains, Standpipe(s) and Fire Pumps

Type of System	Price
Fire Service Underground Main	\$150.00
Standpipe	\$150.00
Fire Pump	\$100.00

Fire Alarm and Detection Systems

<u>Number of Devices</u>	<u>Price</u>
1 to 25	\$150.00
26 to 50	\$250.00
51 to 75	\$350.00
76 to 100	\$450.00
Over 100	\$450.00 plus \$2.00 per device over 100

Commercial Kitchen Hood Fire Suppression Systems

<u>Number of Flow Points</u>	<u>Price</u>
1 to 25	\$150.00
26 to 50	\$250.00
Over 50	\$250.00 plus \$5.00 for each additional flow point over 50

Gaseous Suppression/Dry Chemical Systems

<u>Pounds of Agent</u>	<u>Price</u>
1 to 100	\$200.00
101 to 300	\$250.00
301 to 500	\$300.00
501 to 750	\$350.00
751 to 1,000	\$400.00
Over 1,001	\$400.00 plus \$0.10 per pound over 1,000

International Fire Code/NFPA 101 Plan Review

<u>Building Area (square feet)</u>	<u>Price</u>
Up to 25,000	\$300.00
25,001 to 50,000	\$450.00
50,001 to 75,000	\$600.00
75,001 to 100,000	\$750.00
Over 100,000	\$900.00 plus \$100.00 for every additional 50,000 square feet

FIRE PREVENTION AND PROTECTION

Applicable Code, Ordinance or Resolution	Description	Amount	Renewal
	Annual Business Fire Prevention and Inspection Fees:		No Charge
RES-144-07	Initial inspection		\$50.00
RES-144-07	Reinspection		\$50.00
	<i>Permits (per the International Fire Code, 2006 edition) adopted in Ordinance No. ORD-042-08:</i>		
RES-110-09	Aerosol Products	\$100.00	\$50.00
RES-144-07	Aircraft refueling vehicles	\$100.00	\$50.00
RES-144-07	Aircraft repair hangar	\$100.00	\$50.00
RES-110-09	Amusement Buildings	\$100.00	\$50.00
RES-110-09	Battery Systems	\$100.00	\$50.00
RES-144-07	Bowling pin or alley refinishing	\$100.00	\$50.00
RES-144-07	Candles and open flames in assembly areas	\$100.00	\$50.00
RES-144-07	Cellulose nitrate film	\$100.00	\$50.00
RES-144-07	Cellulose nitrate storage	\$100.00	\$50.00
RES-144-07	Cellulose fiber storage	\$100.00	\$50.00
RES-110-09	Combustible dust-producing operations	\$100.00	\$50.00
RES-144-07	Combustible fiber storage	\$100.00	\$50.00
RES-144-07	Combustible material storage	\$100.00	\$50.00
RES-144-07	Compressed gases	\$100.00	\$50.00
RES-110-09	Covered mall buildings	\$100.00	\$50.00
RES-110-09	Cryogenic fluids	\$100.00	\$50.00
RES-110-09	Cutting and welding	\$100.00	\$50.00
RES-144-07	Dry cleaning plants	\$100.00	\$50.00
RES-144-07	Dust-producing operations	\$100.00	\$50.00
RES-110-09	Exhibits and trade shows	\$100.00	\$50.00
RES-144-07	Explosives or blasting agents	\$100.00	\$50.00
RES-144-07	Fireworks	\$100.00	\$50.00
RES-144-07	Fire alarm plans review		\$50.00
RES-110-09	Fire hydrants and valves		\$50.00
RES-110-09	Fire pumps and related equipment	\$100.00	
RES-144-07	Fire sprinkler plans review		\$50.00
RES-144-07	Flammable or combustible liquid pipeline operation and excavation	\$100.00	\$50.00
RES-110-09	Floor finishing	\$100.00	\$50.00
RES-144-07	Fruit ripening	\$100.00	\$50.00
RES-144-07	Fumigation or thermal insecticidal fogging	\$100.00	\$50.00
RES-144-07	Garages for repairing motor vehicles	\$100.00	\$50.00
RES-144-07	Hazardous materials handling	\$100.00	\$50.00
RES-144-07	Hazardous production materials	\$100.00	\$50.00
RES-144-07	Highly toxic pesticides	\$100.00	\$50.00
RES-144-07	High-piled combustible storage	\$100.00	\$50.00
RES-110-09	High-piled storage	\$100.00	\$50.00
RES-110-09	Hot work operations	\$100.00	\$50.00
RES-110-09	Industrial ovens	\$100.00	\$50.00
RES-144-07	Junkyards	\$100.00	\$50.00
RES-144-07	Liquefied petroleum gases handling	\$100.00	\$50.00
RES-144-07	Lumberyards	\$100.00	\$50.00
RES-144-07	Magnesium working	\$100.00	\$50.00
RES-110-09	Miscellaneous combustible storage	\$100.00	\$50.00
RES-144-07	Nitrate film	\$100.00	\$50.00
RES-144-07	Oil and natural gas wells	\$100.00	\$50.00
RES-144-07	Open-flame devices in marinas	\$100.00	\$50.00
RES-110-09	Open flames and candles	\$100.00	\$50.00
RES-110-09	Open flames and torches	\$100.00	\$50.00
RES-144-07	Organic coatings	\$100.00	\$50.00
RES-144-07	Ovens, industrial baking or drying	\$100.00	\$50.00
RES-144-07	Parade floats	\$100.00	\$50.00
RES-144-07	Places of assembly	\$100.00	\$50.00
RES-110-09	Private fire hydrants	\$100.00	\$50.00
RES-110-09	Pyrotechnic special effects material	\$100.00	\$50.00
RES-110-09	Pyroxylin plastics	\$100.00	\$50.00
RES-144-07	Radioactive materials handling	\$100.00	\$50.00
RES-144-07	Refrigeration equipment	\$100.00	\$50.00
RES-110-09	Repair garages and motor fuel-dispensing	\$100.00	\$50.00
RES-110-09	Rooftop heliports	\$100.00	\$50.00
RES-144-07	Special Event Permit	\$100.00	\$50.00
RES-144-07	Spraying or dipping of flammable liquids	\$100.00	\$50.00
RES-110-09	Standpipe systems	\$100.00	\$50.00
RES-110-09	Storage of scrap tires and tire byproducts		\$50.00
RES-144-07	Tank vehicles for transportation of flammable or combustible materials	\$100.00	\$50.00
RES-110-09	Temporary membrane structures, tents and canopies	\$100.00	\$50.00
RES-144-07	Tents, canopies and temporary membrane air-supported structures	\$100.00	\$50.00
RES-110-09	Tire-rebuilding plants	\$100.00	\$50.00
RES-144-07	Tire recapping	\$100.00	\$50.00
RES-144-07	Underground storage tanks	\$100.00	\$50.00
RES-144-07	Vent-a-hood plans review	\$100.00	\$50.00
RES-110-09	Waste handling	\$100.00	\$50.00
RES-144-07	Water material handling plan	\$100.00	\$50.00
RES-110-09	Wood products		\$50.00

AGENDA DATE: 10/21/14

AGENDA ITEM: 7D

TITLE

Consider action to approve a resolution accepting the bid of and awarding a contract to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road and authorizing the City Manager to execute the necessary documents for said purchase.

STAFF REPRESENTATIVE

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

SUMMARY

The purpose of this item is to provide irrigation and landscape improvements on Merritt Road.

BACKGROUND INFORMATION

Originally, the irrigation and landscape improvements were intended to be part of the plan for Merritt Road as pictured below. These improvements were presented at several public meetings as part of the original planning process but were not included in the base bid. The base bid was primarily for the construction of the paving, drainage, water and sewer improvements.



City Council passed a resolution on March 20, 2012, awarding a construction contract to Tri Con, in the amount of \$12,783,429.63 and approving an eight percent (8%) contingency in the amount of \$1,108,834.37 for a total project budget of \$13,802,264. The base bid did not include the irrigation and landscape plan aside from the sodding and the elements of the bioswale (minimal landscaping). Staff intended to bid the project out separately to ensure the appropriate funds were available for the base bid.

Staff tasked Freese & Nichols, Inc. to provide a set of landscape plans for Merritt Road at the conclusion of the construction.

Notice to bidders for the irrigation and landscaping improvements for Merritt Road was advertised in the Rowlett Lakeshore Times from September 25 and October 2, 2014. The bid documents were also placed on the City website. Bid links were sent to four vendors. A mandatory pre-bid meeting was held in the City Council Conference Room at 9:30 am, September 30, 2014. Only one vendor attended the pre-bid conference.

Sealed bids were received in the Purchasing Office until 10:00 a.m., October 9, 2014, and then publicly opened and read aloud in the City Council Conference Room in accordance with Texas Local Government Code.

DISCUSSION

To ensure the original expectations are accomplished and the intent of completion of the project as portrayed to the public is achieved, the initial conceptual landscape view is being executed by enhancing the project that will augment the trees, plants, pathways, and monuments, etc. already in place, which was not part of the base bid.

The landscaping portion of the Merritt Road project wasn't eligible for funding through a NCTCOG grant or for reimbursement from Dallas County; therefore the landscape has to be funded by the City. A single bid was received from D & D Commercial Landscape Management in the amount of \$92,828 along with an irrigation design, reference documents, and all required bid documents for the project. The remaining funds in the project will cover the cost of the proposed landscaping.

Although a single bid was received, the contractor's bid is in line with City staff's estimate of \$90,000. All references provided positive reviews for the contractor. References indicated that the Contractor communicated well and met all the required timelines. There were no issues with the Contractor's work ethic and found the project manager very approachable and made himself available to staff as necessary.

FINANCIAL/BUDGET IMPLICATIONS

The funds necessary to implement the irrigation and landscape plan as proposed is \$92,828. The remaining bond funds (\$936,782) are available within the Merritt Road Interconnector Project Phase I & II, Project # (ST2074) – Account # 398-8201-521-80-02 to complete the proposed irrigation and landscape plan.

RECOMMENDED ACTION

City staff recommends the City Council adopt a resolution accepting the bid of and awarding a contract to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road and authorizing the City Manager to execute the necessary documents for said purchase.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO D & D COMMERCIAL LANDSCAPE MANAGEMENT IN THE AMOUNT OF \$92,828 FOR IRRIGATION AND LANDSCAPE IMPROVEMENTS ON MERRITT ROAD; AUTHORIZING THE CITY MANAGER 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 provide irrigation and landscaping improvements for Merritt Road that were not included in the original construction project; and

WHEREAS, the Purchasing Division has obtained competitive bids and recommends the bid award to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road as per Bid # 2014-91; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to accept the bid of and award the contract to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road.

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

Section 1: That the City Council of the City of Rowlett does hereby accept the bid of and award a contract to D & D Commercial Landscape Management in the amount of \$92,828 for irrigation and landscaping improvements on Merritt Road.

Section 2: That the City Council of the City of Rowlett 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 as appropriate thereto.

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

ATTACHMENT

Exhibit A – Bid Tabulation

City Of Rowlett Bid Tabulation for Irrigation and Landscaping on Merritt Road - #2014-91

October 9, 2014

Purchasing Phone 972-412-6189 Fax 972-412-6144

Bid #2014-91

D & D Commercial Mowing
Donnie Watts
214-233-6697

		Addenda Acknowledged?	Yes	
		Bid bond included?	Yes	
NO	QTY.	DESCRIPTION	Unit	Total Price
1	1	Design and install irrigation system for all three locations shown on the landscape plans. Include two bubblers per tree. The successful bidder will be required to provide As Built Drawings on the project.	\$23,265.00	\$23,265.00
2	5	Install 8' in Height Little Gem Magnolia	\$595.00	\$2,975.00
3	74	Install 3 Gal. Clara Indian Hawthorn	\$19.00	\$1,406.00
4	26	Install 3 Gal. Knockout Rose	\$33.00	\$858.00
5	460	Install 3 Gal. Mexican Heather Grass	\$16.00	\$7,360.00
6	66	Install 5 Gal. Pink Muhly	\$25.00	\$1,650.00
7	2	Install 4 inch Caliper Trees Type Chinese Pistachio	\$575.00	\$1,150.00
8	2	Install 4 inch Caliper Trees Type Lace Bark Elm	\$695.00	\$1,390.00
9	6	Install 2 inch Caliper Forest Pansy Redbud	\$319.00	\$1,914.00
10	5	Install 8' in Height Tuscarora Crape Myrtle	\$315.00	\$1,575.00
11	27	Install 5 Gal. Butterfly Bushes	\$33.00	\$891.00
12	32	Install 3 Gal. Knockout Rose	\$33.00	\$1,056.00
13	25	Install 3 Gal. Red Autumn Sage	\$25.00	\$625.00
14	40	Install 5 Gal. Red Yucca	\$25.00	\$1,000.00
15	118	Install 3 Gal. Black Eyed Susan	\$8.50	\$1,003.00
16	6200	Install TIF 419 Bermuda Turf	\$0.40	\$2,480.00
17	5	Install 3 inch Caliper Trees Type Drake Elm	\$695.00	\$3,475.00
18	12	Install 8' in Height Tuscarora Crape Myrtle	\$315.00	\$3,780.00
19	10	Install 8' in Height Little Gem Magnolia	\$595.00	\$5,950.00
20	166	Install 3 Gal. Clara Indian Hawthorn	\$19.00	\$3,154.00
21	65	Install 3 Gal. Knockout Rose	\$33.00	\$2,145.00
22	326	Install 3 Gal. Mexican Heather Grass	\$16.00	\$5,216.00
23	69	Install 5 Gal. Pink Muhly	\$25.00	\$1,725.00
24	1	Soil, mulch, disposal, weed block	\$16,785.00	\$16,785.00
		TOTAL		\$92,828.00
		<u>BID ALTERNATE</u>		
25	1	Maintain the landscaping for a period of 1 year from the date of final acceptance.		\$20,000.00
		Contractor agrees to complete work in:	24 days	



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 7E

TITLE

Consider action to approve a resolution ratifying emergency line repairs at East Side Lift Station as identified in Change Order #4, (Exhibit A), approved by the City Manager, for the 24-Inch Force Main and TV Inspection Project in the amount of \$118,909 to Flow-Line Construction; and authorizing the Mayor to execute the necessary documents.

STAFF REPRESENTATIVE

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

SUMMARY

On May 6, 2014, the Rowlett City Council approved a contract with Flow-Line Construction for the 24-inch Force Main Replacement and Television Inspection project. The project scope included replacement of approximately 550 linear feet of corroded force main between the lake crossing and the horizontal bend under Highway 66 on the south side, relocation of a tee to the north side of Highway 66 for television inspection access, and additional television inspection of the force main under the lake.

BACKGROUND / HISTORY

Upon review of the television inspection videos provided by Flow-Line Construction, it was determined that the force main under the lake is in good condition. However, approximately 160 linear feet of force main between Highway 66 and the Eastside Lift Station (ESLS) header is corroded and warrants replacement.

In addition, when Flow-Line excavated the horizontal bend on the south side of Highway 66, it was found to be over six feet lower than it appeared on the original engineering plans. As a result, it is necessary to install vertical bends and an air release valve in order to connect the new 24-inch force main with the existing pipe under Highway 66.

POLICY EXPLANATION

The condition of the 24-inch force main between Highway 66 and the ESLS was unknown as it was not practical to televise this portion of the force main until the tee was relocated in conjunction with this project. Previous pipe corrosion failures in the 24-inch force main between the ESLS and the Westside Lift Station (WSLS) have resulted in costly emergency repairs. These failures include the ESLS header where holes were found in the top of pipe and just upstream of the WSLS where the ground pipe trench caved in.

Next month, construction will begin on upgrades to the existing ESLs that include larger pumps to enable flow to bypass the WSLs. These new pumps will result in greater flow rates and higher velocities in the 24-inch force main, which places a higher priority on replacing the corroded pipe.

As Flow-Line currently has temporary bypass piping in place from the ESLs to the lake crossing, it would be most cost effective for the City to have them replace the 160 linear feet of corroded force main immediately before the Contractor completely demobilizes. The Contractor is finished with the project and there is no staff currently working on the project. Their final demobilization effort is the removal of their bypass system, which is still in place as staff requested the contractor to leave in place until resolution to the issue is decided. This would have substantially increased the cost of the contract if staff would have allowed the Contractor to remove the bypass. The Contractor would still have to mobilize a different type of crew and equipment to complete the required task of the replacement of the existing pipeline rather than utilizing a crew to remove the bypass system. This emergency work will include connecting the 24-inch force main on the south side of SH66, which must be completed before the temporary bypass piping can be removed.

FINANCIAL/BUDGET IMPLICATIONS

The original contract with Flow-Line Construction, approved by Council on May 6, 2014, was \$390,018. Due to unforeseen field conditions, the following three change orders have been executed to date.

- CO#1 \$ 2,782.47
 - Labor cost associated with an unscheduled shutdown by TxDOT.
- CO#2 \$11,158.80
 - Additional bypass pumping was necessary for the addition of the installation of a tee and 45 degree fitting.
- CO#3 \$10,980.27
 - Cost associated with lost time due to the rescheduling of the bypass pumping and connecting the new line.

Change Order #4 proposal of \$118,909 from Flow-Line for the emergency repair exceeds the 25 percent threshold for change orders; however, due to the nature of this project the City Manager has authorized approval.

The City Manager approved Change Order #4 due to the discovery of the degradation of the force main upon videotaping the interior of the system. The interior of the main has reduced in thickness due to the corrosive nature of the hydrogen sulfide gases that a rupture is eminent in its current state.

Staff currently has a project underway, Eastside Lift Station, approved by council to rehabilitate the current status to include the replacement of existing pumps with new, structure improvements and the installation of a generator and surge protection. The completion of the Eastside Lift Station Project will exacerbate the issue of the force main under SH66. The increased pressures, higher flows and velocities due to the new pumping system will ensure failure/rupture of the system and

a potential overflow into Lake Ray Hubbard. If the replacement of the force main does not occur before the rehabilitation of Eastside Lift Station a failure will occur when the lift station system is restored.

Funding in the amount of \$118,909 is available in Miscellaneous Sanitary Sewer Line Repair and Replacement - CIP Project Code SS1102 and CIP Account #598-8201-531.80-02.

STAFF RECOMMENDATION

Staff recommends City Council adopt a resolution authorizing and ratifying emergency line repairs at East Side Lift Station as identified in Change Order #4, (Exhibit A), approved by the City Manager as an emergency repair, for the 24-Inch Force Main and TV Inspection Project in the amount of \$118,909 to Flow-Line Construction; and authorizing the Mayor to execute the necessary documents.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING AND RATIFYING EMERGENCY REPAIRS AT THE EASTSIDE LIFT STATION 24-INCH FORCE MAIN AND APPROVING PAYMENT TO FLOW-LINE CONSTRUCTION, IN AN AMOUNT NOT TO EXCEED \$118,909 FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR SAID SERVICES; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Eastside Lift Station serves approximately 60% of the City's sanitary sewer collection system; and

WHEREAS, the Eastside Lift Station force main has deteriorated due to hydrogen sulfide gas attack to the point of failure for approximately one hundred fifty feet; and

WHEREAS, the rehabilitation of the Eastside Lift Station force main is an emergency circumstance and is needed to prevent potential overflow into Lake Ray Hubbard; and

WHEREAS, the emergency repairs to the force main were in the best interest of the public health, safety and welfare; and

WHEREAS, the City Council of the City of Rowlett, Texas has determined, after due consideration and study, that it was necessary to make these emergency repairs and desires to declare the project an emergency situation and approve purchase orders to Flow-Line Construction, for payment for the rehabilitation of the Eastside Lift Station force main.

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

Section 1: The City Council of the City of Rowlett does hereby find that the premises hereof are true and correct and does further accept and ratify the

emergency repairs to the Eastside Lift Station force main completed by Flow-Line Construction.

Section 2: The City Council does hereby approve and ratify purchase orders for payment for emergency repairs of the Eastside Lift Station force main to Flow-Line Construction, in an amount not to exceed \$118,909.

Section 3: The City Council does hereby authorize the Mayor to execute the necessary documents pursuant to approval and authorize the issuance of purchase orders by the City Manager to conform to this resolution as appropriate.

Section 4: This resolution shall become effective immediately upon its passage.

ATTACHMENT

Exhibit A – Executed Change Order #4



City of Rowlett

Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 7F

TITLE

Consider action to approve a resolution authorizing the Community Health Paramedicine program and authorizing the City Manager to execute the necessary documents for said program.

STAFF REPRESENTATIVE

Neil Howard, Fire Chief
Chris Weinzapfel, EMS Director

SUMMARY

Rowlett Fire Rescue has recognized an increasing need for the community of Rowlett to have more options and a more diverse EMS support system. Pre-hospital 9-1-1 emergency response is one of the essential public safety functions provided by Rowlett Fire Rescue in support of community health, security, and prosperity. Fire service-based emergency medical services (EMS) are strategically positioned to deliver time-critical response and effective patient care. It provides public safety service while emphasizing safety, competent and compassionate workers, and cost-effective operations.

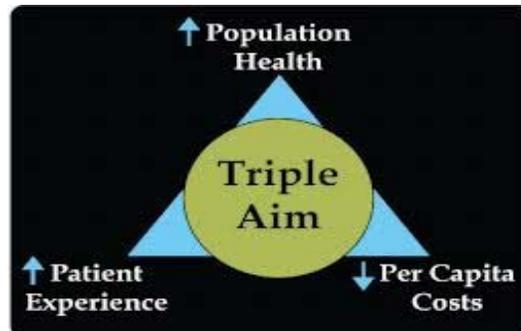
As the federal, state, and local governments consider their strategic plans for an 'all hazards' emergency response system, Rowlett has been included in those considerations and decision making exercises. Rowlett Fire Rescue has identified an area that, while new to fire and EMS agencies across the country, is not new to the citizens who are in need of this program. The option presented today is the Rowlett Fire Rescue Community Health Paramedicine program (CHP).

BACKGROUND HISTORY

Community Health Paramedicine (CHP) is a new and evolving model of community-based health care. CHP programs typically address specific, local problems and take advantage of collaborations between EMS and other health care providers. Rowlett Fire Rescue EMS is pre-hospital emergency 9-1-1 that is being provided by the nation's finest firefighter EMTs and paramedics. Due to the training and expertise of fire service-based EMS responders, they are capable of simultaneously securing a scene, mitigating the hazard, treating, and transporting the patients to an appropriate medical facility. Time efficiency has been a key component of the best designed EMS systems in the country.

There is no service more capable of rapid, multi-faceted response than a fire-based EMS system. Rowlett Fire Rescue has looked at perfecting our emergency responses to meet the demands of the community while supporting the overrun local health care systems. To date, we have met the expectation and are continually striving to do better.

Interest in community Paramedicine has substantially grown in recent years based on the belief that it may improve access to and quality of care while also reducing costs. The federal government has also shown an interest in agencies taking on this program and began declaring them as an Accountable Care Organization.



Some of the delivery system problems targeted by CHP programs include:

1. Overuse of the 911 system for social or psychological problems.
2. The need for alternative means to manage patients who do not require transport to a general acute care hospital emergency department.
3. Repeat Emergency Department visits or hospital readmissions due to gaps in care between hospital and outpatient primary care or specialty management.
4. Limited or no capacity for short-notice home visits, especially during off hours.
5. Supplementing primary care shortages in underserved areas.

Paramedics are presently trained to provide advanced life support services in an emergency setting or during inter-facility transfers. Currently, the Texas Health and Safety Code does not limit paramedic scope of practice to emergency care in the pre-hospital environment. Moreover, patients under the care of a paramedic are not required to be delivered to a general acute care hospital emergency department. The EMS Medical Director and the agency have the responsibility to decide the most appropriate facility while taking the patient's wishes into consideration.

Several other states have implemented variations of Community Paramedicine or a comparable Advanced Practice Paramedic (APP) program. A full Community Paramedic training curriculum (approximately 200 hours in length) has been developed by Community Healthcare Emergency Cooperative (a multi-state and multi-national collaborative) and the North Central EMS Institute in Minnesota. These programs cover detailed material and have demonstrated that paramedics are on the forefront of effectively performing an expanded role.

Our history at Rowlett Fire Rescue has been the model of responding and transporting to the hospital of choice that meets the needs of the patient. The concept of the CHP has introduced a potential to meet the expanded scope of the patient's needs. This will make a huge impact on the delivery of care and in the overall health care savings. However, with our past activities changing, we have now found that these new activities will put us in a position to seek other options to meet the needs and call demands. With no real change in sight for health care, our current and future needs have brought us to where we are today.

DISCUSSION

The Affordable Health Care Act has forced hospitals to develop programs that will keep patients from being readmitted with the same diagnosis within 30 days. The Community Paramedicine program has proven to be successful in other markets to reduce these readmissions. As a result, Rowlett Fire Rescue and Lake Pointe Health Network have collaborated to develop a pilot program for the City of Rowlett.

Rowlett Fire Rescue is committed to making sure we make the right choices for those we serve, while remaining fiscally responsible. As concern about rising health care costs rise, increased efforts have been directed at ensuring that expensive emergency care resources are optimally utilized. Also, because the majority of EMS systems rely on fire departments and other publicly funded agencies to provide services, providers have increasingly sought to secure additional sources of financial support.

Lake Pointe Health Network (LPHN), in collaboration with Rowlett Fire Rescue, seeks funding to develop an initiative that will increase healthcare quality and reduce costs for our citizens. The two teams' first goal is to reduce preventable EMS and Emergency Department overuse. Early experiences with CHP programs suggest that they may lead to more optimal use of EMS assets and offer some potential for diversification of the EMS funding base. In particular, CHP programs may result in:

1. **More appropriate use of emergency care services.**

Perhaps the best demonstrated benefit of CHP programs has been in getting persons who have accessed the EMS system, but do not have a medically emergent condition, to more appropriate destinations than a hospital. This may yield financial savings and, in some cases, improve the coordination and continuity of care.

2. **Increased access to primary care for medically underserved populations.**

Some CHP programs have provided solutions to primary care problems that were otherwise not being effectively addressed. For example, some CHP programs provide short-term (e.g., within 72 hours of discharge) follow-up home visits for patients who have just been discharged from a hospital until other providers are able to provide the home visits or other follow-up care. Such follow-up care may help prevent hospital readmissions.

3. **Enhanced opportunities for EMS personnel skills development and maintenance.**

CHP programs aimed at providing primary care for medically underserved populations may also provide opportunities for EMS personnel in low-call-volume settings (e.g., rural areas) to further develop patient assessment skills, as well as more frequently utilize their basic skills. This helps them maintain their skills and expand their clinical experience.

As mentioned above, the Affordable Healthcare Act is going to change the way we provide healthcare in the United States. The Community Health Paramedicine program is just one of many changes to come. This program will reduce abuse of the 9-1-1 system and those who are not paying for ambulance transport. It will also reduce the number of unplanned readmissions to hospitals. Our target patient audience are those with Congestive Heart Failure (CHF) and initial

onset of CHF, as well as Chronic Obstructive Pulmonary Disease (COPD). Patients will be met at the hospital and must volunteer to be enrolled in the program. Upon discharge from the hospital, the CHP team will be notified that the patient is going home. We will then make contact to set up the initial visit. This will also provide us with the opportunity to do an assessment on the residence to ensure that they have working smoke detectors, free of slip hazards, and if there is a need for handicap rails in their bathrooms. Our goal is to not exceed more than 25 patients in the program at one time. Staff expects to reach 150 patients during the pilot program.

FINANCIAL/BUDGET IMPLICATIONS

This program initially will not require additional personnel. We are using funds from the Dallas County Hospital Coalition to cover expenses of off-duty personnel working overtime. If the program proves to be successful, we will have negotiations with the hospital for future funding. At such time, we would bring a report to Council explaining what the future of the program will look like. The only items Rowlett Fire Rescue has to provide is a vehicle and the personnel. The program will be evaluated at the end of the sixth-month mark. We will be providing updated information to the Dallas County Hospital Coalition throughout the period of the pilot program, as well as keeping Council abreast of the program.

LPHN is requesting support from the Hospital Engagement Network for the amount of \$165,000. These funds will be used to hire, train, and compensate Community Paramedics for the six-month trial period. The expenses break down as follows:

1. Annual salary and benefits for two EMS specialists = \$155,000
2. Supplies and minor equipment = \$10,000
3. EMS vehicle will be provided by Rowlett Fire Rescue for pilot period

STAFF RECOMMENDATION

Move to approve authorizing the Community Health Paramedicine program and authorizing the City Manager to execute the necessary documents for said program for a six month trial period beginning in November 2014.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A COMMUNITY HEALTH PARAMEDICINE PROGRAM TO PROVIDE COMMUNITY-BASED HEALTH CARE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett requires controlled and orderly growth through enforcement of community healthcare, and;

WHEREAS, such enforcement can be provided through focused professionals, and;

WHEREAS, Rowlett Fire Rescue and Lake Pointe Health Network (LPHN) have proposed an agreement to provide such professional services, and;

WHEREAS, upon full review and consideration of the Grant Agreement, and all matters related thereto, the City Council is of the opinion that approving this Grant Agreement with Lake Pointe Health Network is in the best interest of the City and its citizens.

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

Section 1: That the Grant Agreement with Lake Pointe Health Network attached hereto as “Exhibit A” having been reviewed by the City Council of the City of Rowlett, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Community Health Paramedicine program for a six-month trial period, in the best interest of the City and its citizens. Thereafter, upon evaluation, if the program proves successful, the program will continue if funds are available by the Dallas County Hospital Coalition.

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

ATTACHMENT

Exhibit A – Grant Agreement with Lake Pointe Health Network

Hospital Engagement Network

REQUEST FOR FUNDING TO SUPPORT QUALITY IMPROVEMENT INITIATIVES REDUCE E.D. OVERUSE and UNPLANNED READMISSIONS

Lake Pointe Health Network and City of Rowlett EMS Department

FUNDING REQUEST OVERVIEW

Lake Pointe Health Network (LPHN) in collaboration with the City of Rowlett's Fire and Rescue team is seeking funding to develop and pilot an initiative that will increase healthcare quality and reduce healthcare costs for the citizens of Rowlett.

The LPHN and Rowlett EMS teams are in the process of developing an initiative that will identify Rowlett community members that are at the highest risk of returning to the Emergency Services Department (E.D.) for non-emergent care and for unplanned re-admissions to inpatient care. High risk patients will be enrolled in a program that provides personalized support from trained EMS Community Paramedics. The Community Paramedics will provide an assessment of the patient's ability to take care of themselves at home, coaching on how to care for themselves and routine visits to monitor and support their progress toward healthcare independence. This will dramatically decrease their dependence on EMS transports, E.D. visits and hospital stays.

We estimate that as many as 20 to 25 patients will be in the pilot program at any one time with over 150 patients served in the first year of the program.

FUNDING REQUEST BACKGROUND

Quality Improvement Goal 1: Reduction of Preventable Emergency Department Overuse

In preparation for healthcare payment initiatives that pay for quality of care vs. quantity of care, LPHN and the Rowlett EMS team need to assist our community in reducing preventable Emergency Department overuse. LPHN's top 100 E.D. patients accounted for over 1000 visits in the calendar year 2013. This puts a strain on resources for the community's EMS Teams and LPHN Emergency Departments. If current overuse of the E.D. is left unchecked, care will not be provided in the highest quality and least costly settings.

Preventable Emergency Department Overuse - Background for Rowlett Community

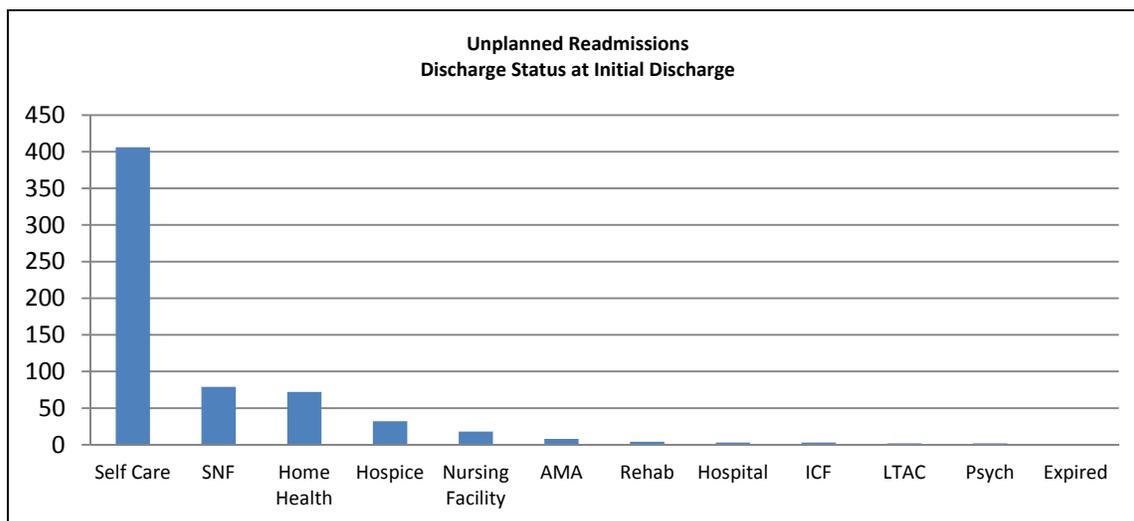
- LPHN's top 100 Emergency Department patients accounted for 1006 visits in 2013 (from all surrounding zip codes).
- The top 100 patients averaged 9.97 visits per year with a range of 7 visits per year to 33 visits per year.
- The average time between E.D. visits for the Top 100 patients was 28.3 days.
- Transport for these top 100 patients accounted for approximately 150 EMS Transports in 2013.
- Many of these patients had spent time as an inpatient at Lake Pointe Medical Center.

Quality Improvement Goal 2: Reduction of Preventable Readmissions

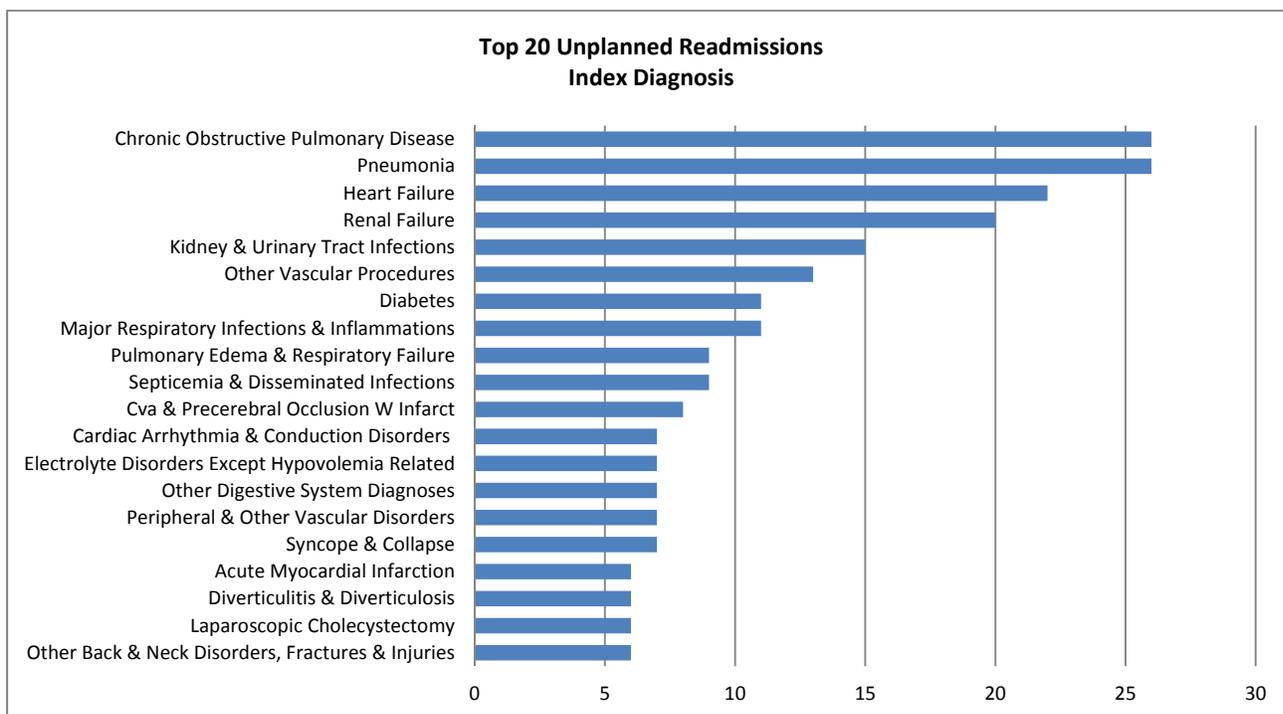
Lake Pointe Medical Center (LPMC) needs to reduce preventable readmissions in order to improve the overall quality of patient care and to reduce/eliminate penalties assessed by CMS and other managed care organizations. LPMC's Unplanned/Preventable Readmissions Goal is 12% or less. LPMC's current Unplanned/Preventable Readmissions is coming down but still exceeds 12%

Readmissions Reduction - Background at Lake Pointe Health Network

- LPHN had total unplanned readmissions within 30 days of 548 for 2013 (all DRGS, all payers, all ages)
- 62% of the unplanned readmissions returned to LPHN from a discharge disposition of "home under self care"



- LPHN’s top 20 unplanned readmission categories (within 30 days of discharge) are:



Analysis of issues related to discharge status of Home Under Self Care

The discharge status of “home under self care” is normally used if a patient generally meets the following criteria:

- Patient should be able to independently follow discharge instructions
- Patient is ambulatory
- Patient has access to transportation
- Patient has support from a caregiver at home (as needed)

In most cases, home under self care works well and patients are able to return to a normal work/life routine. However, in 15.7% of the cases, the patient will return to inpatient care within 30 days of the initial in-patient stay.

Studies have shown that the top reasons for 30 day unplanned re-admissions, for patients that are discharged to home, are for the following reasons:

1. Failure to follow discharge instructions
 - a. Did not understand medication instructions
 - b. Did not follow-up with PCP and/or Specialist
 - c. Did not use home medical equipment correctly
 - d. Did not monitor their condition and seek support when necessary (for example: weight gain, swelling at ankles, etc. – which are trouble signs for CHF)
 - e. Failure to adjust eating, hygiene, smoking behaviors
2. Failure to secure medications
 - a. Did not have ability to pick-up medications
 - b. Did not have money for medications
3. Failure to attend PCP and/or Specialist appointments
 - a. Did not have transportation to physician office
 - b. Did not have money for physician appointment

PROPOSED SOLUTION

LPHN and the Rowlett Fire and Rescue EMS Team (led by Fire Chief Neil Howard and Assistant Fire Chief Don Poovey) are collaborating on the development of a community health program patterned after the MedStar program in Fort Worth.¹ The Fort Worth program reduced E.D. use by 84% for those patients that graduated from their Community Health Program.

The Rowlett EMS/LPHN program will be focused on those community members that have been discharged from Lake Pointe Medical Center that have a high risk of returning to the E.D. or Inpatient setting. The program will be called the Rowlett Community Paramedics initiative.

The Rowlett EMS/LPHN led strategy for reducing E.D. overuse and unplanned readmissions are as follows:

- ✓ identification of “high risk” community members by LPHN Case Management Team
- ✓ enrollment of those “high risk” community members into a program where both the Community Paramedics and Hospital develop post discharge follow-up plans for those individuals
- ✓ visits by the Community Paramedic while the patients are still at the hospital to start the relationship and to set expectations for the program
- ✓ follow up home visits by Community Paramedics and monitoring by Hospital helps to ensure that the patients are following their care plan
- ✓ EMS assistance if a participant of this program calls for EMS services, their Community Paramedic will accompany the EMS responders (if the Community Paramedic is available) to help determine if an E.D. visit can be avoided.

Requirements and Scope of Service

A minimum amount of time working one-on-one with each patient will be required in order to give the patient the tools and confidence to care for themselves and alter their lifestyles in order to avoid overuse of the E.D. and to avoid unplanned readmissions. The pilot will begin by providing patients in the program with 9 personal visits spread over a 15 week period of time. The personal visits can be supplemented with phone calls initiated by either the patient or Community Paramedics. Personal visits will approximate the following schedule with flexibility built in for patients that may need additional time in the program:

	Initial Visit	Week 1a	Week 1b	Week 2	Week 3	Bi-week 1	Bi-Week 2	Month 1	Month 2	Total Min	Total Hours	Total Visits	Average Time Per Visit
Patient Minutes/Hours	60	30	30	30	30	30	30	30	30	300	5	9	33

The number of patients cared for in the pilot will be determined by the number of Community Paramedics that are assigned to the new initiative. For safety and security reasons the Community Paramedics will always travel as a team of two. Therefore, the pilot will require a minimum of two Community Paramedics. Additionally, the availability of vehicles will also be a limiting factor for the pilot period. Currently, there will only be one vehicle available to the pilot. Additional requirements for the Community Paramedics and LPHN:

- The Community Paramedics will attend special training classes to become certified in “at home” patient support
- The Community Paramedics will work eight hour shifts, five days per week. Start times will be determined by appropriate access times to patient’s homes
- LPHN Case Management Team will work closely with the Rowlett Community Paramedics to determine the best candidates for the program
- LPHN will work closely with Rowlett EMS and Community Paramedics to measure success of the initiative

Based on the requirements and scope of services outlined in the previous section, the following home visit schedule will be followed for the pilot:

Daily Schedule:	Min.	Total Min.
Morning Prep	45	45
Drive to Patient 1	15	60
Patient Visit 1	33	93
Drive to Patient 2	15	108
Patient Visit 2	33	141
Drive to Patient 3	15	156
Patient Visit 3	33	189
Lunch/Breaks	60	249
Drive to Patient 4	15	264
Patient Visit 4	33	297
Drive to Patient 5	15	312
Patient Visit 5	33	345
Drive to Patient 6	15	360
Patient Visit 6	33	393
Afternoon Paperwork/Prep	60	453
Total Planned Time (minutes)	453	
Total Planned Time (Hours)	7:33	

We estimate that as many as 20 to 25 patients will be in the program at any one time. Over a one year period, we will serve up to 150 patients.

Quality Improvement Metrics

In order to measure the success/results of the new program and to prepare for continuous improvement of the program, the following metrics will be developed and monitored:

- E.D. use by community members that have been enrolled in the Rowlett Community Paramedics initiative
- A reduction of the gap between E.D. use for the patients enrolled in the program and E.D. use by like populations within the community
- Unplanned Readmissions for community members enrolled in the program and unplanned readmissions by like populations within the community
- Rowlett Community Health Initiative member satisfaction as related to the program and communication with Community Paramedics and Lake Pointe Health Network staff

REQUEST FOR SUPPORT

LPHN is requesting support from the Hospital Engagement Network for the amount of \$165,000.

These funds will be used to hire, train, and compensate the new Community Paramedics for a one-year proof of concept period. The expenses break down as follows:

- ✓ Annual Salary and benefits for two EMS Specialists = \$155,000
- ✓ Supplies and minor equipment = \$10,000
- ✓ EMS vehicle will be provided by Rowlett EMS department for pilot period

Thank you in advance for considering this request. Please contact Brett Lee or Jackie Cox with any questions or comments.

Brett Lee – CEO
Lake Pointe Health Network
(972) 412-2273

Jackie Cox – Director of Emergency Services
Lake Pointe Health Network
(972) 412-2273

¹ <http://www.medstar911.org/community-health-program>



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 8A

TITLE

Conduct a public hearing and consider an ordinance approving a Major Warrant pertaining to lighting standards for the Homestead at Liberty Grove located at 9401 Princeton Road.

STAFF REPRESENTATIVE

Daniel Acevedo, Urban Designer

SUMMARY

The subject property is zoned New Neighborhood Form-Based District (NN-FB) and is regulated by the City's Form Based Code (FBC). The New Neighborhood FB District is designed to generate a pedestrian-oriented, single-family neighborhood. When the Form Based Code was adopted in 2012, it included lighting standards that were intended to create an "ideal urban condition". The Homestead at Liberty Grove is the first NN-FB development to reach this point in the review process. In working through the development review, staff has found that in practicality it is virtually impossible to reasonably achieve the lighting standards based on the lighting equipment available through the City's franchised utility company (Oncor). In addition, based on additional research and case studies, staff found that the current standard could be modified and the desired result of a safe environment still be achieved.

To this end, staff will bring forward a code amendment to address this issue within the next year. However, in this interim period, a major warrant is the most appropriate course of action to approve an alternative standard. Staff and the Urban Design Officer (UDO) conducted detailed research to insure that adequate lighting will be achieved in order to still meet the full intent of creating a pedestrian-oriented, safe neighborhood. The applicant has worked closely with Staff, Oncor, the City's Lighting Specialist, and the UDO to provide adequate lighting coverage for the neighborhood as a whole. For the reasons summarized above and detailed in this report, Staff and the UDO recommend approval of this major warrant request in order to reduce the standard from 2-foot candles to 0.5-foot candles.

The Planning and Zoning Commission recommended approval of this warrant with a 5-0-1 vote (with Commissioner Farrow abstaining) at their October 28, 2014, regular meeting.

BACKGROUND INFORMATION

The lighting requirements within the FBC were calibrated to achieve a minimum lighting level (2-foot candles in residential areas) with the intent to achieve a safe, walkable, pedestrian-friendly environment. Upon further research and practical application, staff and the UDO have found that the initial calibration was impractical for the NN-FB District. While a 2-foot candle average may be appropriate for the denser Urban Village District, it is not necessary to achieve the desired results in the NN-FB District.

As mentioned in the summary section, the 2-foot candle average minimum for residential areas was proposed when the FBC was adopted in order to achieve an “ideal urban condition”. However, prior to adoption, staff did not visit other new urbanism style neighborhoods to specifically measure the light levels, nor did the City consult with a lighting specialist to confirm if a 2-foot candle average was appropriate for the NN-FB District. As was conveyed at the time of adoption, the FBC has always been intended to be a living document that will be amended as needed based on changing trends or updated information. As the Council is aware, there is a difference in theoretical application and a practical application. As projects are progressing, staff has been able to see the practical application of the standards and re-evaluate as necessary. The subject standard is one that needs to be amended based on the findings of more detailed research. This research is further summarized in the UDO recommendation included as Attachment 1.

There are several good examples of New Urbanism style neighborhoods within the Metroplex. City Council Members who participated in the Realize Rowlett 2020 Development Tour in 2012 will be most familiar with Hometown North Richland Hills; however, Capella Park in Dallas is another good example and the neighborhood that Staff, the UDO, and the City’s lighting specialist researched closely when determining what an appropriate lighting standard should be. Based on that research, we have found that there is only a 0.5-foot candle average at that location (Attachment 2). Both staff and the UDO have traveled to this site at night as well as others in the area to ensure this standard is in keeping with intent statements of the FBC. We believe that Capella Park is a good example to base a future New Neighborhood lighting standard on as well as the approval of this major warrant request. This is due to the nature and quality of the development, and being within the context of a New Neighborhood development.

Based on this analysis, it is our recommendation that the proposed lighting level of an average of 0.5-foot candles is appropriate for this district, as outlined in the applicant’s lighting plan and lighting statistic summary sheet included as Attachment 3. This standard meets the intent of Article 4 in the FBC, which is to provide a level and consistency of lighting that supports pedestrian activity and promotes safety, as well as FBC intent statements 1.2.4.b and 1.2.4.d, as noted below:

1.2.4.b: “That buildings, streetscaping and landscaping contribute to the physical definition of thoroughfares as civic places.”

1.2.4.d: “That the design of streets and buildings reinforce safe environments and preserve accessibility.”

DISCUSSION

The Major Warrant requested is outlined below. Staff has included commentary in italics below the request:

The applicant requests a reduction in the average lighting level requirements for the New Neighborhood District, and proposes to conform to the following standards: *0.5-foot candle average lighting level for residential development in place of: 2-foot candle average for residential, 2-foot candle average at street intersections and 1-foot candle at street centerline.*

Achieving minimum lighting levels is related to multiple factors that include: pole height, fixture capacity/intensity, and pole spacing. In this case, the developer was constrained by certain fixed guidelines from the FBC and the franchise utility company that he could not work around (pole height and fixture capacity/intensity). With the pole height and fixture capacity being fixed, the pole spacing is the only variable that can be manipulated to achieve the 2-foot candle average. The applicant made an effort to meet the standard; however, when attempting to achieve the average, it was discovered that the pole spacing would be impractical, necessitating approximately 1 pole per lot. In practicality, this would create an oversupply of light both on the street and bleeding over into individual homes.

While an elevated lighting level in a dense urban environment is beneficial for safety, Staff has found that a greater reduction is typical in a residential district that has much fewer units per acre. A 0.5-foot candle average can be achieved using pole spacing similar to that in the Capella Park example (approximately every 100'), and produces an environment that supports pedestrian activity and safety.

Public Hearing Notices:

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Thirty-nine notices were mailed on October 13, 2014, and as of Friday, October 24, 2014, Staff has received one response in favor of the request and one response opposed (Attachment 4).

FISCAL IMPACT

The fiscal impact associated with this request is primarily pertaining to the number of light poles required in a NN-FB district versus a conventional subdivision. On average, this number is approximately three times more for a NN-FB district development. The City has an agreement with Oncor, which sets the cost per light at approximately \$121-221 per year. Based on this cost and the increase in light poles for a NN-FB district, this subdivision would incur approximately \$9,300-\$17,000 annually versus approximately \$3,100-\$5,700 annually as a conventional subdivision.

RECOMMENDED ACTION

Staff recommends approval of an ordinance approving a Major Warrant pertaining to lighting standards for the Homestead at Liberty Grove located at 9401 Princeton Road, 27 Princeton Road and 8701 Liberty Grove Road, being 103.95 +/- acres in the James M Hamilton, Abstract 544, Page 560, Tract 23 and 26.4, Rowlett, Dallas County, Texas.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, GRANTING A MAJOR WARRANT FOR PROPERTY LOCATED AT 9401 PRINCETON ROAD, 27 PRINCETON ROAD AND 8701 LIBERTY GROVE ROAD, FOR THE HOMESTEAD AT LIBERTY GROVE, TO ALLOW A REDUCTION IN LIGHTING REQUIREMENTS; PROVIDING

A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING 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 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 these Major Warrants 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 warrant, further described in Attachment 3, which attachment is incorporated herein, for the Homestead at Liberty Grove, located at 9401 Princeton Road, 27 Princeton Road and 8701 Liberty Grove Road, and being 103.95 +/- acres in the James M Hamilton, Abstract 544, Page 560, Tract 23 and 26.4, Rowlett, Dallas County, Texas, ("Property"), without waiving any other requirement imposed by the City's Form Based Code zoning applicable to the property:

1. A reduction in the average lighting level requirements for the New Neighborhood District, and conforming to the following standards:
 - i. 0.5-foot candle average lighting level for residential development in place of: 2-foot candle average for residential, 2-foot candle average at street intersections and 1-foot candle at street centerline.*

Section 2: That all development and use regulations and requirements imposed on property in the City's Form Based Code – New Neighborhood 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. Nothing contained within this ordinance shall be deemed to grant or otherwise approve any permit or development plan.

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 thereof other than the part so decided to be invalid, illegal, or unconstitutional.

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: 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 cases provide.

ATTACHMENTS

Attachment 1 – UDO Recommendation Letter

Attachment 2 – Capella Park Lighting Plan

Attachment 3 – The Homestead at Liberty Grove Lighting Plan and Lighting Statistics

Attachment 4 – Public Hearing Notice Mailing Responses

Memo

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

To: Marc Kurbansade, Director of Development Services
From: Arti Harchekar, CNU-A
Date: September 24, 2014
Re: Urban Design Officer Recommendation for The Homestead at Liberty Grove Major Warrant Request

Urban Design Officer Recommendation

UDO Recommendation

Based on research using multiple resources, 0.5 foot candles is a reasonable average lighting level along sidewalks and trails within public rights-of way and on main sidewalks and trails within green streets and attached greens for New Neighborhood developments. This standard meets the intent of Article 4, which states to provide a level and consistency of lighting that supports pedestrian activity and promotes safety, as well as Form Based Code (FBC) intent statements 1.2.4.b and 1.2.4.d. And further, I see no unintended consequences for permitting this standard.

Discussion

The initial calibration of the FBC in 2012 for residential pedestrian level lighting was based on what is considered an ideal standard for an urban condition (2 foot candles). However, while conducting research for The Homestead at Liberty Grove Major Warrant request it became evident that at the time of the FBC adoption there was not a sufficient distinction made between a dense urban area, such as the Urban Village District and a lower density residential neighborhood, such as the New Neighborhood District. The density within Urban Village is an average of 40-60 units to the acre. The density found within New Neighborhood is an average of 5-6 units to the acre. Thus, it is reasonable to create a standard which is appropriate for lower density neighborhoods.

In light of The Homestead at Liberty Grove Major Warrant request additional research has been conducted on residential neighborhoods. Specifically Capella Park, a new urbanist neighborhood in Dallas, Texas was used in compiling this recommendation. The density and product mix found in Capella Park would fall under the New Neighborhood standards. Within Capella Park, one pedestrian level light is provided for approximately every two lots. Based on input from the City's lighting specialist, Capella Park is achieving a 0.5-foot-candle average throughout the neighborhood.

Added research evaluating the City of San Francisco's street lighting standards for residential neighborhoods indicate that the pedestrian lighting level range is 0.3 fc to .4 fc. And further, that no pedestrian level light spacing requirements were designated. For Rowlett, the average lighting level along sidewalks and trails, without intruding on adjacent homes, is of

utmost importance in achieving intent of the FBC. This can best be achieved by establishing a minimum average lighting level, and maximum 12-foot pole height (excluding light fixture). The spacing of poles can then be flexible to respond to such things as street and alley spacing, and the location of drainage outlets and fire hydrants.

These standards should apply to sidewalks and trails within public rights-of-way as well as main sidewalks and trails within green streets and attached greens. Main sidewalks and trails within green streets and attached greens should be defined as the sidewalks and trails immediately adjacent to homes that function as the part of the primary pedestrian circulation system. Sidewalks and paths internal to green streets and attached greens would not need to meet the average lighting level standard.

It is important to note that in New Neighborhood, the 0.5-foot-candle average would need to be shown on the photometric plan for lighting sidewalks and trails along public rights-of-way and main sidewalks and trails within attached greens and green streets. Currently the FBC permits the ability to achieve average light levels along sidewalk areas through a combination of both pedestrian level lights and building-mounted lighting. Through the development review process we have come to the realization that factoring building-mounted lighting into the average light level for single-family residential is not practical along sidewalks. However, it is our opinion that the lighting standard for alleys, which is a low building-mounted fixture provided by the builder/homeowner, is adequate for providing some lighting for this non-pedestrian-specific accessway.

Suggested Modifications to FBC Section 4.2:

1.2.1 Lighting

- a. Average Lighting levels within public rights-of-way and pedestrian areas will meet the following averages —

Table 3 Average Lighting Levels

New Neighborhood ¹	<i>Min. Average Lighting Level</i>	Urban Village	<i>Min. Average Lighting Level</i>
a. Sidewalks and Trails along public right-of-way	0.5 foot-candles (fc)	a. Sidewalks and Trails adjacent to Residential.	2 foot-candles (fc)
b. Sidewalks and Trails along public right-of-way bounding Public Open Space	0.5 fc	b. Sidewalks and Trails adjacent to Retail.	3 fc
c. Main Sidewalks and Trails within Green Streets and Attached Greens. ²	0.5 fc	c. Sidewalks and Trails adjacent to Office, and	1.5 fc

		other Non-Residential Functions.	
		c. Public Open Space such as plazas and pocket parks	1.5 fc
		d. Parking Areas	1 fc
		e. Street Intersection	2 fc
		f. Street Centerline	1 fc

Note 1: The photometric plan must be generated by a lighting certified specialist with an Illuminated Engineering Society membership.

Note 2: Main Sidewalks and Trails within Green Streets and Attached Greens will be defined as the sidewalks and trails immediately adjacent to homes that function as part of the primary pedestrian circulation system. Sidewalks, Trails and paths internal to Green Streets and Attached Greens will not need to meet the minimum average lighting level standard.

1. In New Neighborhood, average light levels along sidewalks and trails will be achieved through pedestrian level lighting elements. Within Green Streets and Attached Greens, low level lighting elements (i.e. bollard lighting) may be considered by Minor Warrant to achieve average lighting levels along main sidewalks and trails. To ensure uniformity, the photometric plan must not have a reading of 0.0 fc closer than 2 times the pole height from the center point of said pole.
2. In Urban Village, average light levels along sidewalks and trails may be achieved through a combination of both pedestrian-level lights and building-mounted lighting.
3. In New Neighborhood, alley lighting will be located on garage walls facing the alley and will be limited to a maximum of two carriage light fixtures mounted at about 7 feet in elevation, and not exceeding the equivalent of 100 watts each. These lights will be controlled by automatic timers and cannot be separately switched.
4. Street trees should not be factored into lighting placement due to the fact that the mature tree canopy will rise above the maximum pole height of 12-feet.

In light of the above analysis, the FBC should be amended in the future to correct the lighting standard for the New Neighborhood FB District. Until that amendment is made, the Major Warrant process is the most appropriate avenue for deviating from the adopted standard. As such, I recommend approval of The Homestead at Liberty Grove Major Warrant request.

Arin Archibakar

Arti Harchekar, CNU-A
Associate
TOWNSCAPE, Inc.

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Abercorn Drive	+	0.5 fc	3.1 fc	0.0 fc	N/A	N/A	0.2:1
Chatham Drive	+	0.5 fc	2.9 fc	0.0 fc	N/A	N/A	0.2:1
Crockett Drive	+	0.3 fc	2.5 fc	0.0 fc	N/A	N/A	0.1:1
Habersham Drive	+	0.5 fc	3.6 fc	0.0 fc	N/A	N/A	0.1:1
Homestead Blvd. West	+	0.6 fc	2.9 fc	0.0 fc	N/A	N/A	0.2:1
Kessler Drive	+	0.6 fc	3.5 fc	0.0 fc	N/A	N/A	0.2:1
Long Green Street	+	0.7 fc	3.0 fc	0.0 fc	N/A	N/A	0.2:1
Main Entrance	+	0.4 fc	3.4 fc	0.0 fc	N/A	N/A	0.1:1
McDonough Drive	+	0.5 fc	2.8 fc	0.0 fc	N/A	N/A	0.2:1
Montgomery Drive	+	0.5 fc	3.1 fc	0.0 fc	N/A	N/A	0.2:1
Ophelia Drive	+	0.5 fc	2.6 fc	0.0 fc	N/A	N/A	0.2:1
Trafalgar Drive	+	0.6 fc	4.5 fc	0.0 fc	N/A	N/A	0.1:1

**Homestead at Liberty Grove
Rowlett, Texas**

Designer
 Wade Johnson
Date
 9/2/2014
Scale
 Not to Scale
Drawing No.
 HLGRT-9-14
Summary



**Development Services
Department/Planning Division**

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for Major Warrants

LOCATION: The subject property is located at 9401 Princeton Road, 27 Princeton Road and 8701 Liberty Grove Road, being 103.95 +/- acres in the James M Hamilton, Abstract 544, Page 560, Tract 23 and 26.4, 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 New Neighborhood Form Based District. The applicant requests a Major Warrant related to the following Form Based Code standards in order to develop the subject property: reduction in lighting requirements.

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

COMMENTS:

SIGNATURE:

ADDRESS:

Don Aragon
8401 Liberty Grove Rd Rowlett 75089

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 28th of October 2014, and the City Council will hold a public hearing at 7:30 p.m. on the 4th day of November 2014 at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, October 22nd to be included in the Planning and Zoning Commission packet and Friday, October 24th to be included in the City Council packet. Responses received by October 22nd will also be forwarded to City Council. 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 you have any questions concerning this request, please contact the Planning Division
Phone 972-463-3904
FAX 972-412-6228
dacevedo@rowlett.com

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



Development Services
Department/Planning Division

NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for Major Warrants
LOCATION: The subject property is located at 9401 Princeton Road, 27 Princeton Road and 8701 Liberty Grove Road, being 103.95 +/- acres in the James M Hamilton, Abstract 544, Page 560, Tract 23 and 26.4, Rowlett, Dallas County, Texas.
EXPLANATION OF REQUEST: The subject property is located within the New Neighborhood Form Based District. The applicant requests a Major Warrant related to the following Form Based Code standards in order to develop the subject property: reduction in lighting requirements.

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

COMMENTS: (1) Developer KNEW OR SHOULD HAVE KNOWN requirements
(2) SAFETY of future And existing owners (3) Potential Crime Targets
SIGNATURE: Harry J Bush AND Wanda J Bush
ADDRESS: 8508 Liberty Grove Rd. Rowlett

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 28th of October 2014, and the City Council will hold a public hearing at 7:30 p.m. on the 4th day of November 2014 at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, October 22nd to be included in the Planning and Zoning Commission packet and Friday, October 24th to be included in the City Council packet. Responses received by October 22nd will also be forwarded to City Council. 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.

Table with 2 columns: Contact information for questions and return address for mail.



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/2014

AGENDA ITEM: 8B

TITLE

Consider action regarding a Resolution approving a Facilities Agreement between the City of Rowlett, Texas and Arcadia Liberty Grove Development 1, LLC, for the purchase of lighting fixtures for the Homestead at Liberty Grove in the amount of \$163,925 through US Communities per established contract pricing.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

The Homestead at Liberty Grove, which is a New Neighborhood Form-Based Code development, is proposing to install lighting fixtures that are not provided by Oncor under their available standard decorative lighting choices for this development. Since these lighting fixtures are not the typical lighting provided by Oncor, a separate agreement is necessary to purchase these lighting fixtures.

This Facilities Agreement is to allow Arcadia Liberty Grove Development 1, LLC to reimburse the City for the purchase of 79 lighting poles through an Interlocal Agreement with US Communities per established contract pricing. This agreement is only applicable to Phase 1 of the development. Based on the established contract pricing, the total cost will be \$163,925.

BACKGROUND INFORMATION

The Homestead at Liberty Grove is located in the New Neighborhood Form-Based District (NN-FB) and is thus regulated by the City's Form Based Code (FBC). This development is the first to be developed under the City's NN-FB district, and therefore the first to have these standards applied.

With regard to construction status, site grading for the development began in June 2014 and installation of wet utilities (e.g., water and sewer infrastructure) began in September 2014. This item is being brought before City Council in order to allow Oncor adequate time to design and install the lighting infrastructure, as well as time for the ordering of the lighting equipment. This timing should allow the development to progress without any delays.

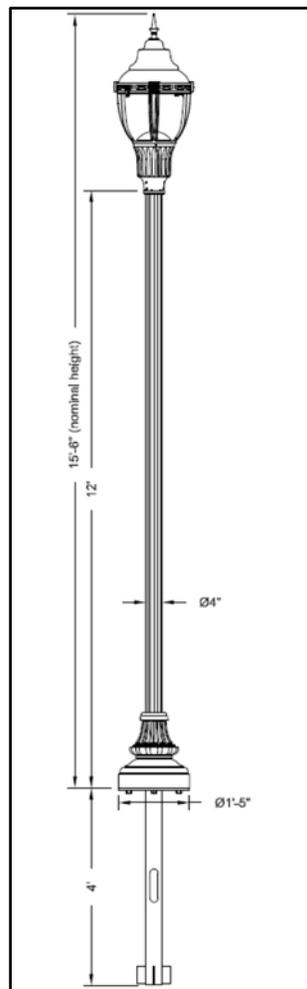
It should be noted that a companion Major Warrant item precedes this item during the City Council meeting and it is necessary for this item to be approved in order to consider this Facilities Agreement. If the Major Warrant is not approved, the Facilities Agreement will need to be revised and/or tabled to a future date.

DISCUSSION

The intent of Lighting within the Form-Based Code is contained in Section 4.1.1 of the adopted Code and described below:

It is the intent of this Article to provide a level and consistency of lighting that supports pedestrian activity and promotes safety, and to reduce the visual impact of mechanical equipment on the public realm.

In order to meet this intent of the Code, specifically the language associated with “reducing the visual impact of mechanical equipment on the public realm,” Staff is collaborating with the developer on the specific lighting installed (see image below). This lighting element is in conformance with the height, scale, and luminaire requirements of the Form-Based Code. As illustrated in the below image, the post will be 12’-0” from grade to bottom of the luminaire, and the overall height of the lighting element will be 15’-6”.



Since this lighting element is not the typical element that is installed by Oncor, the equipment will need to be ordered and purchased by the City and reimbursed by the developer through this

Facilities Agreement. The City will incur the costs associated with the provision of electricity through our current tariff agreement with Oncor.

As stated in the Summary section of this report, this Agreement is for the purchase of 79 light posts. This total includes 77 light posts to be used for Phase 1 of the development as well as two light posts that the City will stock to utilize for replacement and maintenance purposes.

FINANCIAL/BUDGET IMPLICATIONS

The City will not incur any costs in ordering the lighting equipment. The developer, Arcadia Liberty Grove Development 1, LLC will escrow the \$163,925 amount associated with the ordering of 79 poles. The City will then order the poles via the US Communities Interlocal Agreement.

The City will incur the costs associated with providing the electricity for these lighting fixtures in the same manner as standard Oncor lighting fixtures. However, it should be noted that in order to provide lighting at a standard consistent with the intent of the Form-Based Code, this will result in approximately three times the amount of light poles of a conventional subdivision. Based on the per lighting fixture annual electricity cost of approximately \$121-\$221 and the increase in light poles for form-based district, this subdivision would incur \$9,300-\$17,000 annually versus approximately \$3,100-\$5,700 annually as a conventional subdivision.

RECOMMENDED ACTION

Move to approve a Resolution approving a Facilities Agreement between the City of Rowlett, Texas and Arcadia Liberty Grove Development 1, LLC, for the purchase of lighting fixtures for the Homestead at Liberty Grove in the amount of \$163,925 through US Communities per established contract pricing.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A FACILITIES AGREEMENT BETWEEN THE CITY OF ROWLETT, TEXAS AND ARCADIA LIBERTY GROVE DEVELOPMENT 1, LLC., FOR THE PURCHASE AND OPERATION OF NON-STANDARD LIGHTING FIXTURES FOR THE HOMESTEAD AT LIBERTY GROVE DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett has approved development plans for the Homestead at Liberty Grove, a Form-Based Code development project; and

WHEREAS, the developer, Arcadia Liberty Grove Development 1, LLC, desires to install street light fixtures that are not standard, to which the City does not object; and

WHEREAS, the City desires to approve an agreement with Arcadia Liberty Grove Development 1, LLC, whereby Arcadia shall be responsible for the payment of the additional costs associated with the non-standard fixtures as well as the additional conditions and terms of the

agreement over and above the provision, installation and operation of standard street lighting fixtures.

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 the Facilities Agreement by and between the City and Arcadia Liberty Grove Development 1, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "A."

Section 2: That the City Council hereby authorizes the City Manager to execute the Agreement on the City's behalf to give effect to this Resolution and to execute such related documents as may be necessary or appropriate.

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

ATTACHMENTS

Exhibit A – Facilities Agreement

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 (“City”), by and through its authorized representative, and Arcadia Liberty Grove Development 1, LLC, a Texas limited liability company, (“Developer”), by and through its authorized representative to be effective on the last date of signing hereof.

RECITALS

WHEREAS, the Developer is the owner/developer of a project within the City consisting of 200+/- acres, described as the Homestead at Liberty Grove, a residential development within the City; and

WHEREAS, the Developer has requested that the on-site street lighting fixtures to be installed in the development be upgraded to non-standard fixtures as generally described and shown in Exhibit “B” (“Fixtures”), to enhance the quality and value of its development project, and has stated its willingness to remit payment for the additional costs associated with the upgraded fixtures; and

WHEREAS, the City is willing to purchase the Fixtures through an interlocal purchasing agreement with US Communities, following payment for said Fixtures from the Developer; and

WHEREAS, the City has previously entered into an agreement with OnCor Electric Delivery, LLC (“OnCor”), the City’s electric services provider, that sets forth the mutual responsibilities of the City and OnCor regarding the installation, operation, maintenance and repair of non-standard lighting fixtures, a copy of which is attached hereto as Exhibit “A” (the “OnCor Agreement”); and

WHEREAS, the Developer agrees to comply with the terms and conditions of the OnCor Agreement to secure the installation, use, operation, maintenance and repair of non-standard street lighting for its development; and

WHEREAS, the installation of non-standard street lighting within the development is in the best interest of the public health, safety and welfare.

NOW THEREFORE, for and in consideration of the mutual covenants 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. Developer shall remit to the City the sum of \$163,925.00, which sum shall be used by the City to purchase the Fixtures from US Communities, the vendor thereof, which Fixtures shall be shipped to a location specified by Developer.

2. The City and Developer will cooperate in good faith to comply with the terms and conditions of the OnCor Agreement to obtain the consent of OnCor to the installation, use, maintenance and repair of the Fixtures as well as the Tariff referred to in the OnCor Agreement.

3. The Developer shall be responsible for all costs associated with the purchase, delivery and installation of the Fixtures, should actual costs exceed the amount referenced in section hereof, and, thereafter, the City shall assume responsibility for maintenance, operation and repair of the Fixtures. If and to the extent that the City is responsible for the installation, use, operation, maintenance, repair or replacement of the Fixtures in excess of the City's responsibilities associated with standard street lighting fixtures in new residential development, then Developer shall indemnify the City for the additional costs associated with the Fixtures that exceed the costs associated with standard street lighting fixtures. The Developer shall further hold harmless the City from and against the City's compliance with the OnCor Agreement.

4. Upon the establishment of a homeowner's association, public improvement district, or other entity that assumes the responsibility of maintenance of common areas within the development, all remaining responsibilities of the Developer under this Agreement shall be assigned to and assumed by such entity.

5. In the event that Developer or its successor under this Agreement fails to comply with any of the provisions of this Agreement, and such failure continues for a period of thirty (30) days after notice thereof, the City may terminate its obligations under this Agreement and may, at the City's sole option, replace the Fixtures with standard street lighting fixtures or assess the additional cost to Developer, which shall be remitted to the City within thirty (30) days after notice thereof.

6. Notice. Any notice to be given or to be served upon a party hereto in connection with this Agreement must be 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 may, at any time by giving two (2) days written notice to the other party, designate any other address in substitution of the foregoing address to which such notice shall be given.

If to Developer:

William Gietema

Arcadia Liberty Grove Development 1, LLC
3500 Maple Avenue, Suite 1165
Dallas, Texas 75219

If to City:

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

7. Law, Venue, Immunity. 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. By entering into this Agreement, the City does not and shall not be deemed to waive its defenses or immunities, whether governmental, sovereign, official, qualified or otherwise. Nothing in this Agreement shall create, grant or confer any right or interest to any person who is not a party to this agreement and it is acknowledged that there are no third party beneficiaries to this Agreement.

8. Non Waiver. Any failure by a party to insist upon 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.

9. 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.

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

ARCADIA LIBERTY GROVE DEVELOPMENT 1, LLC

By _____
William Gietema
Chairman of the Board of Directors

EXHIBIT "A"

Specifications

POST DESCRIPTION
The lighting post shall be all aluminum, one-piece construction, with a classic double-flared and fluted base design. The shaft shall be Ø4" fluted.

MATERIALS
The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 MgAl per ASTM B473-26a or ASTM B26-05. The straight shafts shall be extruded from aluminum. All hardware shall be temper resistant stainless steel.

CONSTRUCTION
The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All exposed welds below 5' shall be ground smooth. All welding shall be per ANSI/AWS D1.2-05. All welders shall be certified per Section 5 of ANSI/AWS D1.2-05.

DIMENSIONS
The post shall be 12'-0" in height with a 17" diameter base. The shaft diameter shall be 4". At the top of the post, an integral 3"x3" tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION
The post shall be provided with four, jacking bolts to be installed on a spaced 12" diameter bolt circle. A door shall be provided inside the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite door.

FINISH
The post shall have a Holophane black finish.

LUMINAIRE DESCRIPTION

- Utility Washington Post-In FCO
- 150W Metal Halide (medium)
- Multibolt 120-277V, Factory Wired For 277V Only
- Asymmetric Full Cutoff, Flat Glass, Solid Fitted
- NEMA Twistlock Photocontrol Receiver
- DTL Twistlock Photocontrol 120-277V

For complete specifications see LUM_WFC.

ANCHORAGE DETAIL

Catalog #s:
WFC15DMHMDBC3SHP27 S-64402 • WDA12L4E17P07DBBBK

Customer Signature _____ Date _____



Rowlett
Missouri

ORDER #: 2051-13-10054	TYPE:	DRAWING R
REVISION:	REVISION DATE:	TSG 007600
DRAWN: KRW	ORIGIN DATE: 5/1/13	PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A LIMIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER. WIRING ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONSENT THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

EXHIBIT "B"

NON-STANDARD LIGHTING FIXTURE AGREEMENT - TWO PARTY

THIS NON-STANDARD LIGHTING FIXTURE AGREEMENT ("Agreement") is entered into, effective this ___ day of _____, 20___, by and between Oncor Electric Delivery LLC, a Delaware limited liability company ("Company") and the City of Rowlett, Texas, a municipal corporation (the "Customer").

Recitals

a. Whereas, Customer desires that Company install street lighting fixtures in The Homestead @ Liberty Grove, pursuant to the provisions of Company's Tariff for Retail Delivery Service ("Tariff"); and

b. Whereas, Customer has requested that Company install street lighting fixtures that are not of a type normally used by Company ("Non-Standard Fixtures").

NOW, THEREFORE, Company and the Customer, in consideration of the mutual benefits to be obtained and in consideration of the covenants and conditions contained herein, agree as follows:

1. Installation and Ownership. Company will install, own, and maintain the Non-Standard Fixtures under the following conditions:

- (a) Customer provides detailed specifications of the proposed Non-Standard Fixtures to Company for review at least 30 days prior to the requested date of installation.
- (b) Customer receives written authorization for use of the Non-Standard Fixtures from Company.
- (c) Customer purchases and delivers the Non-Standard Fixtures to a site designated by Company prior to the scheduled installation date.
- (d) Customer is responsible for any damage to, or loss of, the Non-Standard Fixtures prior to installation.

2. Installation Costs. Customer shall pay to Company the installation costs for the Non-Standard Fixtures, if any, pursuant to the provisions of the Tariff.

3. Maintenance. Company will maintain the Non-Standard Fixtures in accordance with the Tariff.

4. Replacement. In the event a Non-Standard Fixture needs to be replaced or repaired, Company will replace or repair the Non-Standard Fixture, as directed by the Customer or the Customer's retail electric provider, pursuant to one of the following options:

- (a) Replace the Non-Standard Fixture or a portion thereof with a compatible replacement fixture or parts of a fixture provided to the site by Customer;*
- (b) Replace the Non-Standard Fixture with a fixture of a type normally used by Company, which, in Company's sole discretion, most closely matches the Non-Standard Fixture; or
- (c) Replace the Non-Standard Fixture with the least expensive standard fixture that Company has in stock at the time of replacement.

* In the event the Customer is unable to provide a replacement fixture in a timely manner the Company reserves the right to replace the Non-Standard fixture pursuant to sections (b) or (c) above in order to meet regulatory requirements.

5. **Replacement Costs.** To the extent Customer directs Company to replace a Non-Standard Fixture pursuant to Section 4(b) above or Company replaces a Non-Standard fixture with a fixture per 4(b) or (c) above, in order to meet regulatory requirements, Customer shall pay Company for the replacement fixture pursuant to the provisions of the Tariff. If Customer later requests Company to remove a fixture installed pursuant to Section 4(b) or (c) above and replace with Customer's Non-Standard Fixture, Customer shall also pay Company to make such a replacement.

6. **Charges for Lighting Service.** Company will charge the Customer's retail electric provider for lighting service for the Non-Standard Fixtures pursuant to Schedule A of Company's Lighting Service Rate Schedule set forth in the Tariff.

7. **Other Provisions.**

- (a) Assignment. No party may assign this Agreement without the prior written consent of the other parties, except that any party may, without such consent, assign this Agreement to any affiliate, wholly-owned subsidiary, or parent company of such party. Subject to the foregoing provision of this paragraph, this Agreement is binding on the parties' successors and assigns.
- (b) Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the Non-Standard Fixtures as described herein and supersedes all prior and contemporaneous agreements and understandings of the parties in connection with the Non-Standard Fixtures. No statements, agreements, understandings, representations, warranties or conditions not expressed in this Agreement will be binding upon the parties hereto, or will be effective to interpret, change, or restrict the provisions of this Agreement unless such are in writing signed by both parties hereto and by reference made a part hereof.
- (c) Effect of this Agreement. In the event of a conflict between the terms of this Agreement and the Tariff, the provisions of the Tariff shall control.
- (d) Headings. The headings in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates below their respective signatures.

ONCOR ELECTRIC DELIVERY LLC

[CUSTOMER]

By: _____

By: Brian Funderburk

Name: _____

Name: Brian Funderburk

Title: _____

Title: City Manager

Date: _____

Date: 10-8-14



City of Rowlett

Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 8C

TITLE

Consider action regarding a Resolution approving a second amendment to the Facilities Agreement between the City of Rowlett and Rowlett 47, LTD, predecessor-in-interest to Preston Villages Developers, LP, pertaining to The Vineyards Subdivision.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

Preston Villages, LP, developer of The Vineyards subdivision, has requested an extension to the previously approved Facilities Agreement. The extension would require substantial completion of the subdivision by February 1, 2015, in lieu of the previously approved date of September 1, 2014.

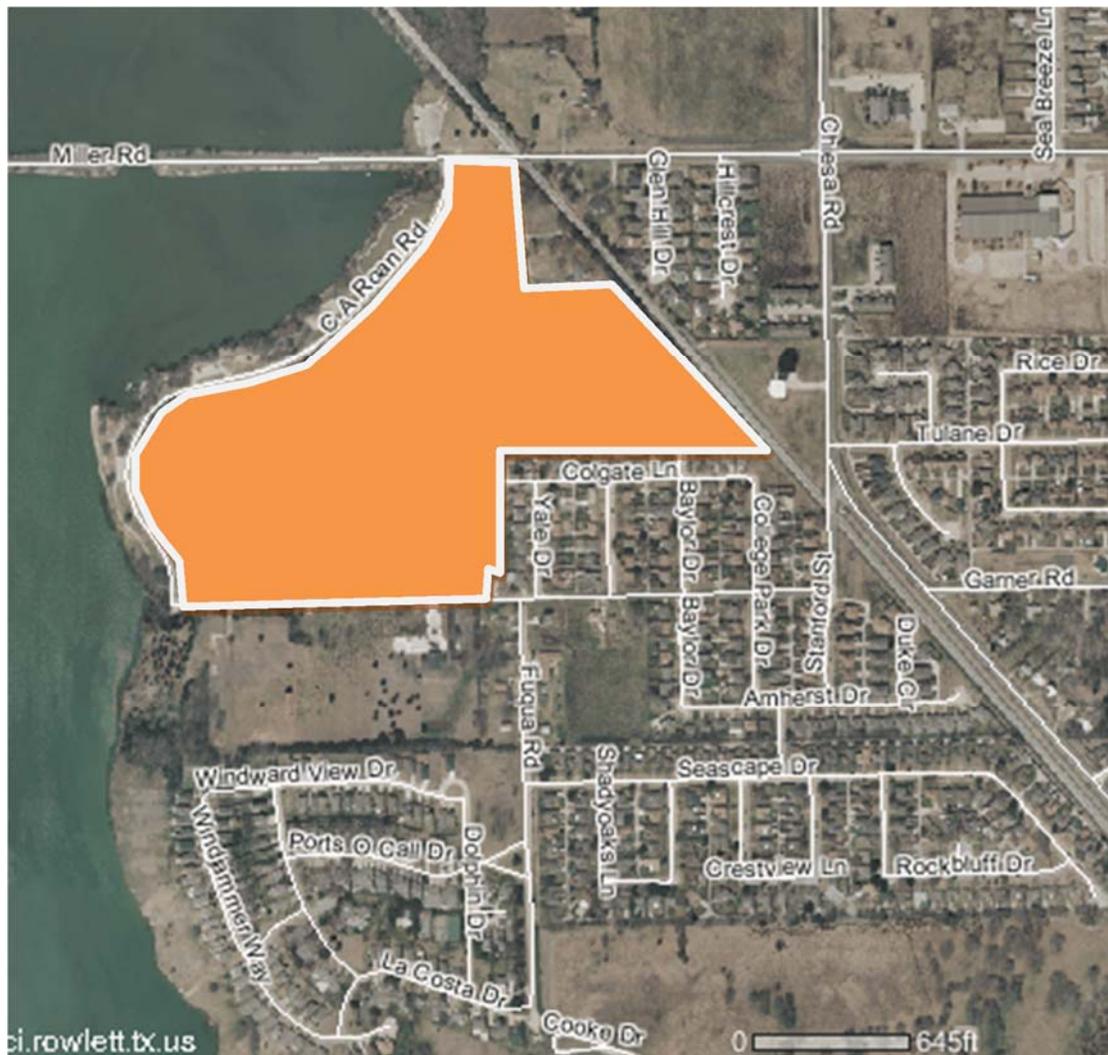
BACKGROUND INFORMATION

On May 10, 2011, the City of Rowlett and Paul Taylor Homes, predecessor-in-interest to Rowlett 47, who was then predecessor-in-interest to Preston Villages Developers, LP, entered into a Facilities Agreement, which generally provided for the partial waiver of certain fees and charges associated with the development of The Vineyards subdivision (see Attachment 1). On September 24, 2013, the same Facilities Agreement was amended to accommodate the City's request for the necessary upsizing of an off-site sewer line, and to extend the project "completion by" date to September 1, 2014 (see Attachment 2). In addition to the extension of "completion by" date, the first amendment also allocated a maximum of \$35,500 to be used for the upsizing of the sewer line to 15-inches.

This request is a second amendment to the Facilities Agreement. Due to delays in obtaining easements from the City of Dallas, the developer has requested that the City extend the time for completion. They have requested that the September 1, 2014, completion date be extended to February 1, 2015.

DISCUSSION

The Vineyards is a proposed subdivision located at the southeast intersection of Miller Road and C.A. Roan. The development extends from Miller Road at the north to Garner Road at the south, as seen below.



The development process originally started in 2006. The developer met with the City several times during the initial planning process to discuss water and sanitary sewer service to the City in addition to street access. The developer initially proposed constructing a new, on-site sanitary sewer lift station to service the development. The City was not receptive to the idea of maintaining additional lift stations. The City requested the Developer's Engineer to evaluate other options for sanitary sewer service to the development.

After evaluating the options, it was determined the developer would construct a gravity line from the development to the existing 30" sewer line to the north of the development. The developer requested and the City agreed to reimbursement for the costs to design the off-site sewer line to the north.

Staff discussed the Agreement with the City Council during the Executive Session of the February 15, 2011, City Council meeting, and was directed to draft the Facilities Agreement documenting the economic incentives the City was willing to issue for the development. This resulted in the credit of wastewater impact fees totaling \$100,285, which was approved by City Council in May

of 2011. In return, the developer agreed to design and construct a 10-inch off-site sanitary sewer line, which equated to a 2-inch upsize from 8-inches to 10-inches.

After further review and analysis by the City, it was determined that the growth projections by the City had been underestimated. The City requested the developer upsize the line from the proposed 10-inch line to a 15-inch line in order to service the newly projected growth.

On September 24, 2013, the same Facilities Agreement was amended to accommodate the City's request for the necessary upsizing of the off-site sewer line, and to extend the project "completion by" date to September 1, 2014. This agreement also included the provision that the City would reimburse the developer costs and expenses up to the maximum sum of \$35,500, for the upsizing of the line.

This request is a second amendment to the Facilities Agreement. The developer experienced some delays in construction, due to delays in obtaining easements from the City of Dallas. The developer has requested that the City extend the time for completion. They have requested that the September 1, 2014, completion date be extended to February 1, 2015.

FINANCIAL/BUDGET IMPLICATIONS

As previously agreed, the City will credit \$100,285 in wastewater impact fees to the developer. The impact fees are paid at the time the building permit for the structure is issued. The positive outcome for crediting these fees is the savings in energy and maintenance costs that would have occurred should a lift station been put in place.

The first amendment included the provision that the City would reimburse the developer for the costs and expenses up to the maximum sum of \$35,500 for the upsizing of the sewer line. Funds for this expense are allocated in the following account number: 598-8201-531-80-02 (Project Code SS1102, with a current remaining balance of \$668,242).

No additional fiscal impact is included in this amendment, only the extension of the deadline.

RECOMMENDED ACTION

Move to approve a Resolution approving a second amendment to the Facilities Agreement between the City and Rowlett 47, LTD, predecessor-in-interest to Preston Villages Developers, LP, pertaining to The Vineyards Subdivision.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A SECOND AMENDMENT TO THE FACILITIES AGREEMENT BETWEEN THE CITY AND ROWLETT 47, LTD, PERTAINING TO THE VINEYARDS, A RESIDENTIAL SUBDIVISION IN THE CITY; AUTHORIZING THE MAYOR TO ENTER INTO THE AMENDMENT TO THE AGREEMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas, has entered into a Facilities Agreement with Rowlett 47, Ltd., a residential developer, for the construction and installation of a sanitary sewer line of approximately 3,600 linear feet; and

WHEREAS, the Facilities Agreement provided for a contribution of City funds through impact fee waivers to increase the size of the line to accommodate future system needs, and was amended to accommodate an extension of the time required to acquire easement rights and to install the line; and

WHEREAS, the developer's successor-in-interest, Preston Villages Developers, LP, has requested an amendment to allow an additional extension of time, which the Council herein approves by authorizing a Second Amendment to the Facilities Agreement.

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

Section 1: That the City Council of the City of Rowlett does hereby approve the Second Amendment to the Facilities Agreement by and between the City of Rowlett, Texas and Preston Villages Developers, LP, attached hereto and incorporated herein as Exhibit "A".

Section 2. That the City Council does hereby authorize the Mayor of the City of Rowlett, Texas, to execute the Second Amendment to the Facilities Agreement and any other associated documents on the City's behalf.

Section 3: This resolution shall take effect immediately upon its passage.

ATTACHMENTS

Exhibit A – Second Amendment to Facilities Agreement

Attachment 1 – Original Facilities Agreement per Resolution Number RES-062-11

Attachment 2 – First Amendment to Facilities Agreement

STATE OF TEXAS

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**SECOND AMENDMENT TO
FACILITIES AGREEMENT**

COUNTY OF DALLAS

This SECOND AMENDMENT TO FACILITIES AGREEMENT (the "**Amendment**") is intended to amend, without replacing, that certain Facilities Agreement (the "**Original Facilities Agreement**") dated May 10, 2011, between the City of Rowlett, Texas, (hereinafter the "**City**") and Rowlett 47, Ltd. ("**Rowlett 47**"), predecessor-in-interest to Preston Villages Developers, LP, a Texas limited partnership (hereinafter, "**Developer**").

WHEREAS, the Facilities Agreement generally provided for the partial waiver of certain fees and charges associated with the development of a subdivision referred to as the Vineyards (the "**Development**"), an addition to the City of Rowlett, Dallas County, Texas; and

WHEREAS, Rowlett 47 assigned its interest in the Facilities Agreement to Developer pursuant to that certain Assignment of Facilities Agreement dated December 4, 2012;

WHEREAS, the Facilities Agreement has been amended by that certain First Amendment to Facilities Agreement dated September 24, 2013 (the "**First Amendment**", and collectively, with the Original Facilities Agreement, the "**Facilities Agreement**");

WHEREAS, due to delays in obtaining easements, the City has agreed to extend the time for the completion of the development contemplated by the Facilities Agreement.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Amendment, the City and Developer agree as follows:

1. Section 11 of the Original Facilities Agreement, as amended by Section 3 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

In the event that the property subject to this Agreement is not developed to the point that building permits can be issued on or before February 1, 2015, this Agreement shall be deemed void.

2. This Amendment shall not be construed to amend, repeal or modify any other term or provision of the Facilities Agreement other than as expressly set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SIGNED this _____ day of _____, 2014.

THE CITY:

CITY OF ROWLETT, TEXAS

By: _____
Todd W. Gottel, Mayor

ATTEST:

By: _____
Laura Hallmark, City Secretary

DEVELOPER:

PRESTON VILLAGES DEVELOPERS, LP,
a Texas limited partnership

By: Preston Villages GP, LLC,
a Texas limited liability company,
General Partner

By: _____
Michael A. Sinacola, Manager

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2014, Todd W. Gottel, Mayor of the City of Rowlett, Texas, a Texas municipality, on behalf of said municipality.

[SEAL]

Notary Public, State of Texas

DEVELOPER'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by Michael A. Sinacola, Manager of Preston Villages GP, LLC, a Texas limited liability company, General Partner of Preston Villages Developers, LP, a Texas limited partnership, in the capacity herein stated.

[SEAL]

Notary Public, State of Texas



City of Rowlett

Official Copy

Resolution: RES-062-11

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A FACILITES AGREEMENT BY AND BETWEEN THE CITY OF ROWLETT AND PAUL TAYLOR HOMES, FOR THE VINEYARDS SUBDIVISION DEVELOPMENT; AUTHORIZING ITS EXECUTION BY THE MAYOR, AFTER APPROVAL OF THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Facilities Agreement by and between the City of Rowlett and Paul Taylor Homes for the Vineyards Subdivision development to provide certain economic incentives which benefit the City of Rowlett, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the Facilities 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, after approval of the City Attorney, should be authorized to execute the 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 Facilities Agreement attached hereto as Exhibit A having been reviewed by the City Council of the City of Rowlett, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor, after approval of the City Attorney, is hereby authorized to execute Facilities Agreement on behalf of the City of Rowlett, Texas.

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

At a meeting of the City Council on May 3, 2011, a motion was made by Councilmember Phillips, seconded by Councilmember Gallops, that this Resolution be adopted. The motion carried by the following vote:

Ayes: 6 Mayor Pro Tem Gottel, Deputy Mayor Pro Tem Jackson, Councilmember Phillips, Councilmember Davis, Councilmember Kilgore and Councilmember Gallops

Approved by 
Mayor Pro Tem

Date May 3, 2011

Approved to form by 
City Attorney

Date May 3, 2011

 Certified by 
City Secretary

Date May 3, 2011

STATE OF TEXAS

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FACILITIES AGREEMENT

COUNTY OF DALLAS

This Agreement is made by and between the City of Rowlett, Texas, a Home Rule municipality (hereinafter "City"), by and through its authorized representative, and, Rowlett 47, Ltd., (hereinafter, "Developer"), by and through its authorized representative.

WHEREAS, the Developer owns and intends to develop certain real property in the City known as the Vineyards (the "Development"), an addition to the City of Rowlett, Dallas County, Texas, which is more particularly shown on Exhibit "A"; and

WHEREAS, the City has previously approved a sanitary sewer line in specific dimensions and locations that Developer and City now seek to modify, such that the proposed line will be installed in a different location that better meets the needs of the City; and

WHEREAS, the Developer is obligated to design and install a 10-inch sanitary sewer line and provide necessary easements according to City of Rowlett regulations and standards at Developer's sole expense, which line and easements will be dedicated to the City upon completion and acceptance; and

WHEREAS, the City will partially reimburse the Developer by providing a credit against the sewer impact fee of six hundred and forty seven dollars (\$647) per lot for a total of 155 lots in the Vineyards Subdivision, not to exceed the sum of \$100,285.00.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and Developer agree as follows:

1. Land Subject to Agreement. The land that is the subject of this Agreement is approximately 46.891 acres of land, more or less, in the Vineyards Subdivision, an addition to the City of Rowlett, Dallas County, Texas, which is more particularly shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

2. Sanitary Sewer Line, Improvements & Reimbursements. Based on Developer's design calculations, a 10-inch sanitary sewer line will be designed, installed and constructed by Developer to provide the expected sanitary sewer demands of Developer's subdivision at the minimum acceptable slope, which line shall be designed, installed and constructed in accordance with City and North Central Texas Council of Government's (NCTCOG) standards, with City standards to be followed in the event of any conflict. The developer will install approximately 3,600 linear feet as depicted on Exhibit "B", which is attached hereto and incorporated herein for all purposes, and shall also furnish and install steel casings for the sewer line crossings below the railroad tracks and Miller Road which shall extend from the south right-of-way line of Miller Road to its north right-of-way line, as shown in Exhibit "B".

3. Impact Fee Waiver. The City shall provide a credit against sewer impact fees in an amount not to exceed \$100,285.00 as the lots in Vineyards Subdivision are developed. The impact fee credit shall be given only if and when the fee per lot is otherwise due. Should impact fees be paid by third parties, impact fees shall be due and payable in accordance with City regulations; however, the City shall reimburse Developer on a quarterly basis for sewer impact fees received from the Vineyards subdivision during each quarter until the earlier of: 1) the issuance of a building permit for the last single family residential lot in the subdivision to be developed, 2) the total sum of \$100,285.00 is credited, reimbursed, or both, or 3) the expiration of ten (10) years of the date of this Agreement. Developer shall submit invoices at least quarterly to the City to receive reimbursement, together with such documentation as may be required by the City to show that the Developer has expended an amount of at least the invoice amount on the design, installation and construction of the sewer line. If the invoice and documentation are acceptable, the City shall reimburse Developer from sewer impact fees received in the prior quarter within thirty days following the end of each calendar quarter following that in which Developer has submitted invoices. In no event shall credits or reimbursements exceed the total sum of \$100,285.00.

4. Sanitary Sewer Line Easements. A minimum 20-foot wide easement will be required for the length of the sewer line. All necessary and appropriate permanent and temporary easements shall be acquired by Developer and shall be dedicated to the City.

5. Commencement/Completion Date of Construction of Improvements. Developer shall commence construction of the sanitary sewer line with the first phase of the Development, or after the acquisition of all off-site easements, whichever is sooner, and shall complete installation and construction in a timely manner and without undue delay.

6. Studies. The Developer shall provide the City with a sanitary sewer study certified by a professional engineer on behalf of the Developer to enable the City to approve the design of the sanitary sewer with respect to the Development and any of the improvements to be constructed pursuant to this Agreement.

7. Completion and Acceptance. The Developer shall obtain all necessary permits, inspections and governmental approvals in the design, installation and construction of the sanitary sewer line at Developer's expense. Upon completion of construction, the line shall be tested and, if acceptable, shall be dedicated to and accepted by the City.

8. Bonds; Maintenance of Sanitary Sewer Line Improvements. The Developer shall require its contractor performing the sanitary sewer line improvements to provide to the City a maintenance bond covering all improvements for a period of two (2) years from the date of final acceptance of such improvements by the City. Thereafter, the City shall be responsible for maintenance of the sanitary sewer line improvements. The Developer shall provide to the City a Performance Bond for the facilities that are the subject of this Agreement.

9. Default. In the event Developer fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies, at law or in equity:

- a. to refuse to issue building permits for the Development, and/or
- b. to file this instrument in the Land Records of Dallas County as a lien and/or encumbrance; and/or
- c. to seek specific performance of this Agreement.

10. 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 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, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by 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:

Rowlett 47, Ltd.
c/o Paul Taylor
17950 Preston Road, Suite 700
Dallas, Texas 75025

If to City:

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

11. Condition Subsequent. In the event that the property subject to this Agreement is not developed to the point that building permits can be issued within two (2) years of the date of this Agreement, this Agreement shall be deemed void.

12. Assignment of Agreement. This Agreement may be assigned without the prior written consent of the City, upon notice to City.

13. 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.

14. Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. No Waiver of Governmental Immunity. The parties agree that the City has not waived its sovereign, governmental, official, qualified or other immunities, from suit or liability, by entering into and performing its obligations under this Agreement.

16. 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.

17. Design and Construction. The design and construction will be in accordance with applicable ordinances, regulations and construction standards and details of the City at the time of the execution of this Agreement. If construction does not commence within six (6) months of the date of execution of this Agreement, all construction must comply with any ordinances and regulations of the City at the time construction commences.

18. Compliance with Ordinances. The parties agree that Developer is subject to all ordinances of the City at the time of the execution of this Agreement, except as stated in Item 15 above.

19. 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.

20. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

22. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

23. 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.

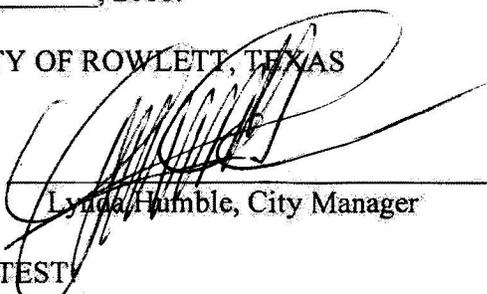
24. Time is of the Essence. Time is of the essence in this Agreement.

25. Covenant Running with the Land. This Agreement shall be a covenant running with the land.

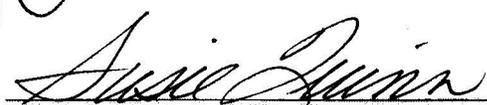
26. Binding Effect. This Agreement will be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

SIGNED this 10th day of May, 2011.

CITY OF ROWLETT, TEXAS

By: 
Lynda Humble, City Manager

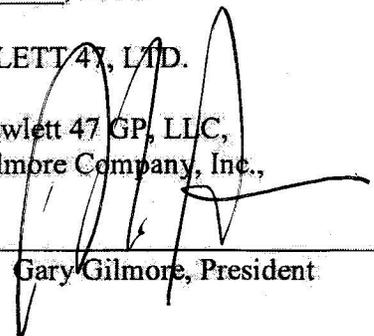


TESTE
By: 
Susie Quimm, City Secretary

SIGNED this 26 day of April, 2011.

ROWLETT 47, LTD.

By Rowlett 47 GP, LLC,
By Gilmore Company, Inc.,

By: 
Gary Gilmore, President

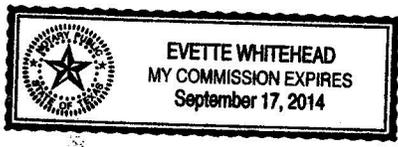
CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of May, 2011, Lynda Humble, City Manager of the City of Rowlett, Texas, a Texas municipality, on behalf of said municipality.

Evette Whitehead
Notary Public, State of Texas

My Commission Expires:
9-17-2014



DEVELOPER'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of April, 2011, by Gary Gilmore, President of Gilmore Company, Inc., on behalf of Rowlett 47, Ltd.

Jenn L. Gabriel-MacDonald
Notary Public, State of Texas

My Commission Expires:
8/7/2014

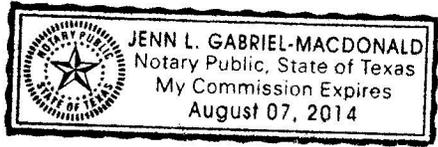


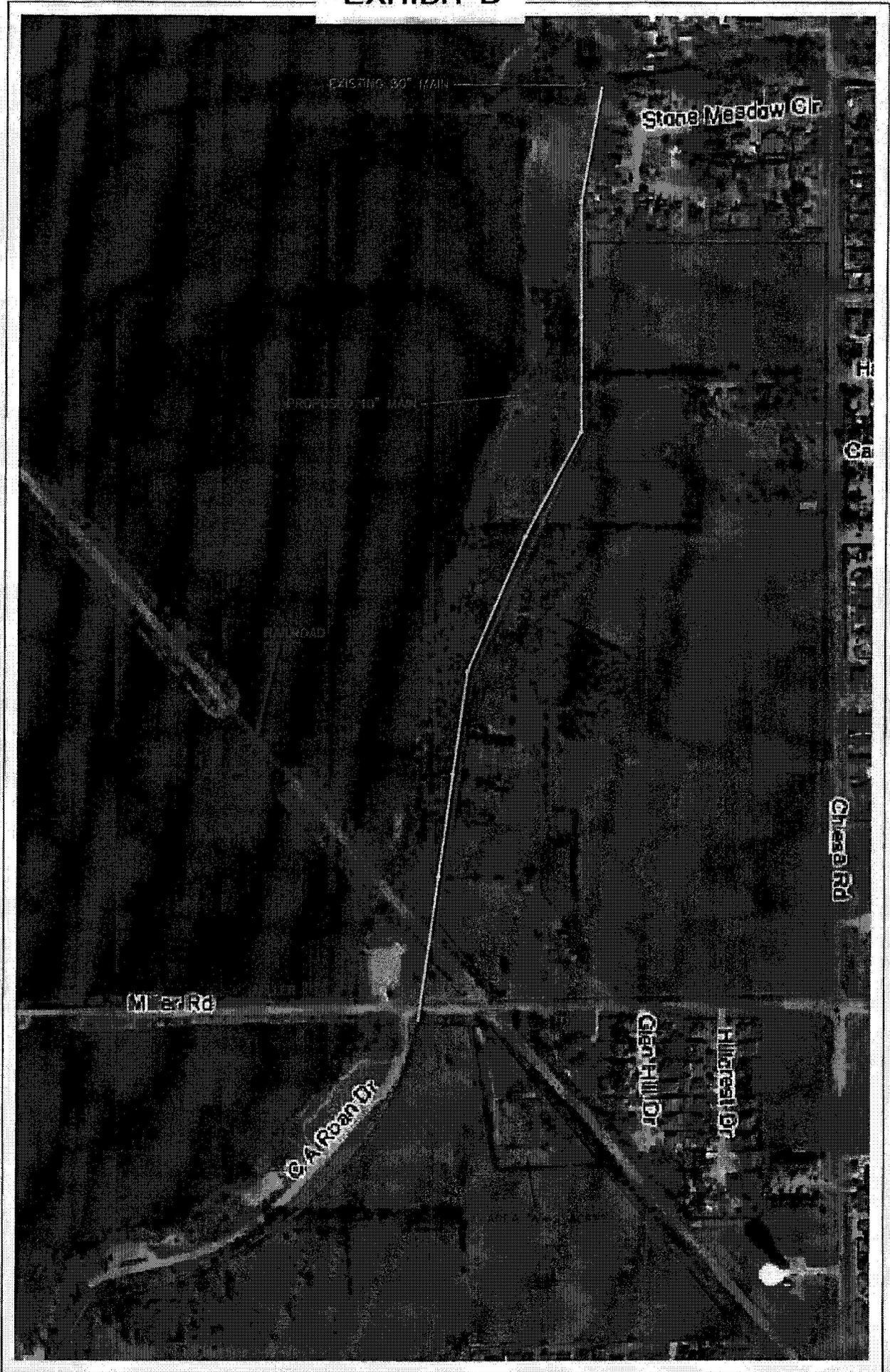
EXHIBIT "A"

Site Description

EXHIBIT "B"

Sewer Line Plan

EXHIBIT B



STATE OF TEXAS

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§**FIRST AMENDMENT TO
FACILITIES AGREEMENT**

COUNTY OF DALLAS

This First Amendment to Facilities Agreement ("**Amendment**") is intended to amend, without replacing, that certain Facilities Agreement ("Agreement") signed on May 10, 2011, between the City of Rowlett, Texas, (hereinafter "**City**") and Rowlett 47, Ltd. ("**Rowlett 47**"), predecessor-in-interest to Preston Villages Developers, LP, a Texas limited partnership (hereinafter, "**Developer**").

WHEREAS, on May 10, 2011, City and Rowlett 47 entered into that certain Facilities Agreement (the "**Facilities Agreement**") which generally provided for the partial waiver of certain fees and charges associated with the development of a subdivision referred to as the Vineyards (the "**Development**"), an addition to the City of Rowlett, Dallas County, Texas; and

WHEREAS, Rowlett 47 assigned its interest in the Facilities Agreement to Developer pursuant to that certain Assignment of Facilities Agreement dated as of December 4, 2013;

WHEREAS, in exchange for the partial waiver of fees, and in order to accommodate future off-site needs, the Developer agreed to increase the size of a prospective sanitary sewer line; and

WHEREAS, due to certain more recent events, the City believes that its earlier growth projections may have underestimated the future anticipated needs of the areas that may be served by the new line and the parties, by this Amendment, intend to further increase the size of the prospective line to a diameter of fifteen (15) inches.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Amendment, the City and Developer agree as follows:

1. Section 2 of the Facilities Agreement is hereby amended such that the reference in Section 2 of the Facilities Agreement to a "10-inch sanitary sewer line" is hereby replaced with the phrase "15-inch sanitary sewer line." In lieu of any other sizes set forth in the Facilities Agreement or any other agreements or subsequent amendments, the Developer will construct and install a 15-inch sanitary sewer line under the same terms and conditions as set forth in the Agreement, subject to Section 2 of this Amendment.
2. Upon presentation to the City of documentation (in the form of invoices, receipts, etc.) establishing that the Developer has incurred costs or expenses for a

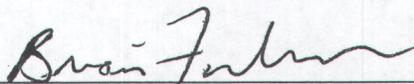
15-inch sanitary sewer line pursuant to the Facilities Agreement, the City shall reimburse and pay to the Developer such costs and expenses up to the maximum sum of \$35,500.00. Such amount is in addition to the amounts the City has agreed to reimburse in Section 3 of the Facilities Agreement.

3. Section 11 of the Facilities Agreement is hereby amended to replace "two (2) years of the date of this Agreement" with "September 1, 2014".

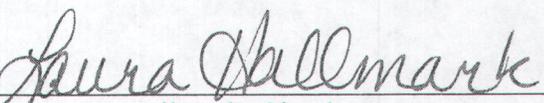
4. This Amendment shall not be construed to amend, repeal or modify any other term or provision of the Facilities Agreement other than as expressly set forth herein.

SIGNED this 24th day of September, 2013

CITY OF ROWLETT, TEXAS

By: 
Brian Funderburk, Interim City Manager

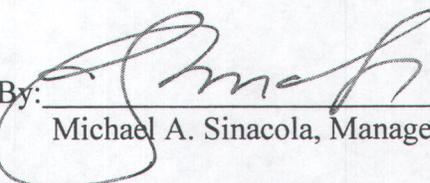
ATTEST:

By: 
Laura Hallmark, City Secretary

SIGNED this _____ day of _____, 2013.

PRESTON VILLAGES DEVELOPERS, LP,
a Texas limited partnership

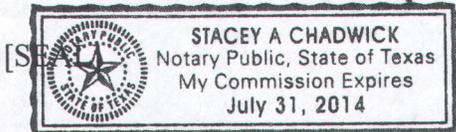
By: Preston Villages GP, LLC,
a Texas limited liability company,
General Partner

By: 
Michael A. Sinacola, Manager

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of September, 2013, Brian Funderburk, Interim City Manager of the City of Rowlett, Texas, a Texas municipality, on behalf of said municipality.



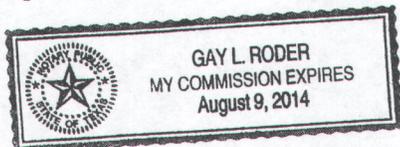
Stacey A Chadwick
Notary Public, State of Texas

DEVELOPER'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 17th day of September, 2013, by Michael A. Sinacola, Manager of Preston Villages GP, LLC, a Texas limited liability company, General Partner of Preston Villages Developers, LP, a Texas limited partnership, in the capacity herein stated.

[SEAL]



Gay L. Roder
Notary Public, State of Texas



City of Rowlett
Staff Report

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

AGENDA DATE: 11/04/14

AGENDA ITEM: 8D

TITLE

Consider a resolution authorizing the City Manager to enter into an Economic Development Incentive Agreement with Briarwood Armstrong, LLC for the development of a commercial retail center located at 2801 Lakeview Parkway.

STAFF REPRESENTATIVE

Jim Grabenhorst, Director of Economic Development

SUMMARY

The Economic Development Incentive Agreement (see Exhibit A) with Briarwood Armstrong, LLC will allow for the development of this 12.5 acre vacant property that currently has an agricultural exemption generating approximately \$11 annually in property tax revenue to the City to become a new commercial retail center anchored by Sprouts Farmers Market and multiple retail outparcels along Lakeview Parkway, which as part of the City's Strategic Economic Development Plan will diversify Rowlett's tax base and provide additional retail, restaurant and shopping opportunities for Rowlett residents and the surrounding areas.

BACKGROUND INFORMATION

The property consists of two vacant parcels containing approximately 12.5 acres of land north of Lakeview Parkway and bounded by Arby's restaurant to the west and Walgreens to the east (see Attachment 1 - Site Map). As mentioned in the Summary section, these parcels currently have an agricultural exemption designation from Dallas Central Appraisal District (DCAD).

As background information on the grocery anchor, Sprouts Farmers Market was founded in 1943 by Henry Boney as a fruit stand in California. In 1997, the family renamed the store Henry's Marketplace in honor of their father and in 1999 they sold to Wild Oats, which was later sold to Whole Foods Market. The Boney family founded Sprouts Farmers Market based in Phoenix, Arizona in 2002, at which time they began their rapid expansion through acquisitions and new store development opening their first Texas location in Plano in 2004.

Sprouts becomes a publicly traded company in August 2013, and now operates in 10 states with 175 stores generating revenue in excess of \$1 billion annually.

On August 26, 2014, the Planning & Zoning Commission approved a preliminary plat for the Briarwood Armstrong Addition. The applicant submitted a development plan and a tree mitigation/preservation plan on September 2, 2014. The tree mitigation/preservation plan was approved by City Council on October 21, 2014. The development plan is tentatively scheduled

to go before the Planning and Zoning Commission on November 11, 2014. The final plat will go before the Planning and Zoning Commission prior to the issuance of a building permit.

DISCUSSION

The City of Rowlett has adopted by resolution a Policy Statement for Economic Development Incentives. Said policy statement indicates that the City of Rowlett is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Rowlett will, on a case-by-case basis, give consideration to providing incentives as stimulation for economic development in Rowlett.

This project in phase one will generate a total of \$7,200,000 in private investment consisting of a 28,000 square foot Sprouts Farmers Market, 7,500 square feet of additional retail space, connection to Kenwood Drive and a traffic signal and associated Lakeview Parkway improvements. Phase two will include the development of five (5) outparcels along Lakeview Parkway for commercial, retail and restaurant uses and the development of an additional commercial anchor tenant on the remaining property immediately north of the outparcel development.

The phase one improvements will create 75-80 new jobs and generate property tax and sales tax revenue of approximately \$62,500 dollars annually to the City versus the current \$11 annually collected by the City.

The applicant, Briarwood Armstrong, LLC, has requested a 380 grant from the City in the amount of the City rollback taxes (approximately \$56,000) triggered as a result of the change in use of the property from agricultural to commercial. As background information, in the State of Texas when a property receives an agricultural exemption, once that exemption changes, the property is subject to a five year rollback period in which that portion of the market value versus agricultural value of the property that was exempt then becomes due and payable.

Following is the approximate rollback calculation for this property (which is two separate parcels totaling 12.5 acres):

TAX ACCOUNT# 65022558510370000 / ACRES 7.462
ROWLETT CITY

TAX DUE			MARKET	AG	DEFERRED	TAX	AG	DEFERRED	INTEREST	THRU DATE			INTEREST	TOTAL
MM	DD	YYYY	VALUE	VALUE	VALUE	RATE	TAX	TAX	RATE	MM	DD	YYYY	DUE	DUE
10	1	2009	731,350	1,193	730,157	0.747173	\$ 8.91	\$ 5,455.54	0.07	11	15	2014	\$ 1,957.57	\$ 7,413.11
10	1	2010	731,350	1,119	730,231	0.747173	\$ 8.36	\$ 5,456.09	0.07	11	15	2014	\$ 1,575.84	\$ 7,031.93
10	1	2011	731,350	1,044	730,306	0.747173	\$ 7.80	\$ 5,456.65	0.07	11	15	2014	\$ 1,194.03	\$ 6,650.68
10	1	2012	731,350	970	730,380	0.747173	\$ 7.25	\$ 5,457.20	0.07	11	15	2014	\$ 811.10	\$ 6,268.30
10	1	2013	731,350	895	730,455	0.747173	\$ 6.69	\$ 5,457.76	0.07	11	15	2014	\$ 429.14	\$ 5,886.90
								\$ 27,283.24					\$ 5,967.68	\$ 33,250.92

TAX ACCOUNT# 65101747010020000 / ACRES 5.1423
ROWLETT CITY

TAX DUE			MARKET VALUE	AG VALUE	DEFERRED VALUE	TAX RATE	AG TAX	DEFERRED TAX	INTEREST RATE	THRU DATE			INTEREST DUE	TOTAL DUE
MM	DD	YYYY								MM	DD	YYYY		
10	1	2009	503,970	822	503,148	0.747173	\$ 6.14	\$ 3,759.39	0.07	11	15	2014	\$ 1,348.95	\$ 5,108.34
10	1	2010	503,970	771	503,199	0.747173	\$ 5.76	\$ 3,759.77	0.07	11	15	2014	\$ 1,085.90	\$ 4,845.67
10	1	2011	503,970	719	503,251	0.747173	\$ 5.37	\$ 3,760.16	0.07	11	15	2014	\$ 822.81	\$ 4,582.97
10	1	2012	503,970	668	503,302	0.747173	\$ 4.99	\$ 3,760.54	0.07	11	15	2014	\$ 558.93	\$ 4,319.47
10	1	2013	503,970	617	503,353	0.747173	\$ 4.61	\$ 3,760.92	0.07	11	15	2014	\$ 295.72	\$ 4,056.64
								\$ 18,800.78					\$ 4,112.31	\$ 22,913.09

In addition, the applicant will be making certain off-site improvements. The first is a connector road to Kenwood Drive, which will require a significant culvert crossing across a major City drainage way. The applicant has asked for City participation in an amount of \$225,000. The City plans to use available funds from its Drainage Fund account to cover said costs and the applicant will be required to construct, maintain and provide the appropriate easements. The second is a traffic signal and associated roadway improvements as per the Traffic Impact Analysis (TIA) conducted for the site. The City collects Roadway Impact fees for said capacity improvements. The applicant will pay the required roadway impact fees (approximately \$232,000) and the City will contract with the applicant to construct the traffic signal and associated roadway improvements as per the TIA. The City will use the roadway impact fees generated by this project to cover the costs of said improvements.

FINANCIAL/BUDGET IMPLICATIONS

Based upon the above terms of the Economic Development Incentive Agreement, the budget impact is \$225,000 to the Drainage Fee fund. Both the rollback taxes estimated at \$56,000 and the TIA improvements estimated at \$232,000 will utilize revenue paid by the applicant and collected by the City prior to disbursing the 380 grants. In regards to fiscal impact, the phase one project, when fully developed, will create 75-80 new jobs and generate additional tax revenue to the City in excess of \$62,500 annually through property and sales tax revenue. As stated earlier, this project will diversify Rowlett's tax base on property that currently doesn't generate sales tax and limited property tax revenue.

Briarwood Armstrong LLC Incentive Request

Sprouts Farmers Market	Approximate
Value of Private Investment	\$7,200,000
Incentive Request (Rollback Tax & Off-site Culvert)	\$280,000
Annual Property Tax Revenue	\$55,000
Annual Sale Tax Revenue	\$7,500
Payback Period	4.5 years
CITY'S Return on Investment	\$25 to \$1

RECOMMENDED ACTION

Staff recommends Council approve a resolution to enter into an Economic Development Incentive Agreement for property located at 2801 Lakeview Parkway and authorize the City Manager to execute the necessary documents.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH BRIARWOOD ARMSTRONG, LLC, PERTAINING TO A SPROUTS FARMERS MARKET GROCERY STORE; AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas, has negotiated an Economic Development Incentive Agreement with Briarwood Armstrong, LLC, for the development of a commercial retail center anchored by a 28,000 square foot Sprouts Farmers Market, which, when completed, will involve the development and construction of all infrastructure to serve said facility; and

WHEREAS, the Agreement provides for economic development incentives through use of Drainage Fund fees and grants for rollback taxes up to a specified amount for the first phase of the development; and

WHEREAS, the project is designed and will be constructed according to the approved City standards, and the successful development of the project, which would not occur in the absence of the economic development incentives, is in the best interest of the citizens of the City.

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

Section 1: That the Economic Development Incentive Agreement attached hereto as Exhibit A, having been reviewed by the City Council of the City of Rowlett, Texas, be and is hereby approved.

Section 2: That the Mayor be and is hereby authorized to execute the Economic Development Incentive Agreement and any necessary documents conforming to this resolution, and any necessary and appropriate documents and instruments in accordance with the Agreement.

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

ATTACHMENT

Exhibit A – Economic Development Incentive Agreement Briarwood Armstrong
Attachment 1 – 2810 Lakeview Parkway Site Map

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

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (this “Agreement”) is entered into as of the Effective Date described herein between the City of Rowlett, Texas, a Texas municipal corporation, (the “City”) and Briarwood Armstrong, LLC, a Texas limited liability company, (the “Developer”), each acting by and through its duly authorized representatives.

RECITALS

WHEREAS, Developer owns or will acquire certain land located at 2801 Lakeview Parkway, generally situated along the northern side of Lakeview Parkway to the west of Rowlett Road, consisting of 4.99 +/- acres within the City (the “Property”), that Developer intends to improve by the construction of the Project described hereinafter; and

WHEREAS, the attraction of private investment and the diversification of retail and residential product types in the City will promote economic development, stimulate commercial activity, provide additional jobs and residential opportunities for the citizens of the City, generate additional tax revenue, and enhance the tax base and economic vitality of the City; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate private investment in the City; and

WHEREAS, the City has determined that making economic development grants in accordance with this Agreement will further the objectives of the City and will benefit the City and its inhabitants and will promote local economic development and stimulate employment, business and commercial activity in the City;

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

ARTICLE 1
Certain Definitions

“Commencement of Construction” shall mean that (i) plans have been prepared and submitted to the City; and (ii) all necessary permits for the construction on the Property pursuant to the respective plans have been issued by the City.

“Completion of Construction” shall mean April 1, 2016, or the date upon which the City issues a final certificate of occupancy for the last major structure built on the Property, which shall include the City’s acceptance of all Infrastructure following its installation, construction, inspection, testing and final completion, whichever occurs earlier. As used herein, “major structure” shall not include accessory buildings, pavement, artistic elements, recreational or scenic facilities, or parking facilities.

“Effective Date” shall mean the last date of execution of this Agreement.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as an on-going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“Force Majeure” shall mean any delays due to strikes, riots, acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, blockage, embargo, labor dispute, labor strike, or labor-related lockout or interruption, not within the control of the party asserting Force Majeure. If a party asserts Force Majeure as an excuse for failure to timely perform the party's obligation, then that party must establish that it took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this definition.

“Grant” shall mean the Grant as defined in Article 2 below, and is inclusive of all grants and amounts described in Article 2.

“Infrastructure” means infrastructure necessary to develop the Project including streets and roads, site improvements, water and sewer facilities (other than services and lines on individual lots to mains), and drainage and related improvements, including but not limited to: (1) the design, engineering and construction of streets, roads, bridges, on or off site of the Project (and related type of improvements) necessary for the Project or for access or improved access to the Property; (2) the design, engineering, construction and installation of water, sewer and drainage utilities on or off site of the Property necessary for the development of the Project, and any portion of the underlying facilities necessary to extend, enlarge, support or provide such utility systems to the Property; and (3) the design, engineering, construction and installation of drainage and related improvements on or off site of the Property (e.g. storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over sizing of facilities) necessary for the Project.

“Project” means the construction and development of a retail shopping center on the Property that will consist of or include a Sprouts Farmers Market grocery store (comprising approximately 28,000 square feet) and detached associated retail structure (comprising approximately 7,500 square feet), the extension of the existing drive aisle and access drive to and from Kenwood Drive parallel to Lakeview Parkway, and the associated infrastructure improvements as shown in the Concept Site Plan attached hereto and incorporated herein as Exhibit “A”.

“Rollback Taxes” means any additional ad valorem taxes and interest imposed for years prior to the date on which Developer acquires title to the Property due to a change in use (and consequent change in appraisal method) of the Property from agricultural or open-space, but does not include penalties.

ARTICLE 2

Economic Development Grant

2.1. Grant. Subject to the terms, covenants and conditions of this Agreement, the City will make economic development grants to Developer, from lawfully available funds and provided there is no default hereunder, in the amounts and at the times set forth hereinafter.

- a) City 380 Grant. The City shall give Developer a grant in an amount which will represent the City’s portion of Rollback Taxes paid by Developer upon its acquisition of the Property under the following terms and conditions:
 - 1) The grant shall be given to Developer in one lump sum payment. As a precondition to the grant payment to be made hereunder, the Developer shall provide the City with written verification to the City that Developer has paid the City’s Rollback Taxes on the Property.
 - 2) In no event shall the total of all grant payments made by the City exceed the sum of \$56,000.
 - 3) The City shall make the grant payment to Developer within sixty (60) days after receipt by the City of verification of payment of the City’s Rollback Taxes or the City’s receipt of the tax payment, whichever occurs later.

- b) Infrastructure Grants. The City will further give Developer grants for 1) the construction of a traffic signal at the intersection of Lakeview Parkway and the agreed-upon entrance from Lakeview Parkway to the Project (the “Lakeview Parkway Traffic Signal Grant”), and 2) the design, construction, improvement and installation of private circulation drive and drainage culvert providing for cross-access between adjacent properties in the location set forth in Exhibit “A.” The amounts and conditions of the foregoing grants are stated in Article 3 below.

ARTICLE 3

Performance Obligations

The obligation of the City to make Grant payments in accordance with the foregoing, and the obligations assumed by Developer as conditions precedent and subsequent to the receipt of said Grant funds, are subject to the following:

3.1. Performance Criteria.

- a) Developer shall diligently pursue the development of the Project, subject to events of Force Majeure. Developer shall apply for all permits required by applicable laws necessary to complete the Project promptly following execution of this Agreement and the Project must be constructed in substantial compliance with the concept plan attached hereto and incorporated herein as Exhibit "A".
- b) Commencement of Construction shall occur on or before February 1, 2015.
- c) Developer will achieve Completion of Construction of the Project, subject to events of Force Majeure, no later than April 1, 2016.
- d) The value of all improvements for the Project, based on estimated costs of construction, shall be approximately \$7.2 million.
- e) During the term of this Agreement, Developer or its approved successors or assigns shall continuously own and occupy the Property (subject to approved assignments) and shall continuously operate the Project.
- f) Lakeview Parkway Traffic Signal Grant: The City shall contract with Developer for the construction and installation of a traffic signal on Lakeview Parkway at the location shown in Exhibit "A". The Developer shall have the responsibility for the construction, installation and testing of the traffic signal and, upon final testing and City approval, the traffic signal and all associated equipment and facilities shall be dedicated to the City. The City shall thereafter bear responsibility for operation and maintenance. In consideration for the construction and installation of the traffic signal, the City will remit to Developer a sum equal to but not to exceed the amount of roadway impact fees paid by Developer to City. Payment shall be due within thirty (30) days after inspection, testing and approval by the City.
- g) Off-Site Culvert Crossing Grant: The Developer will design, construct, improve and install a private circulation drive providing for cross-access between adjacent properties, and a drainage culvert, in the location set forth in Exhibit "A." The design and construction shall be in accordance with City-accepted and City-approved design and construction standards and criteria. The construction and maintenance shall be the responsibility of the property owner, Developer or its successors, and shall not be dedicated to or accepted by the City. In consideration for the design, construction, improvement and installation of the drive approach and culvert, the City will remit to Developer the sum of \$225,000.00. Payment shall be due within thirty (30) days after inspection, testing and approval by the City.

ARTICLE 4
Grant Limitations

4.1 Grant Limitations. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

ARTICLE 5
Events of Default; Events of Termination; Recapture

5.1 This Agreement terminates upon any one of the following:

- a) by mutual written agreement of the parties;
- b) by the City if the Developer defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party;
- c) by the Developer if the City defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party;
- c) by the City if Developer or an assignee or successor in interest fails to meet any one or more of the Performance Obligations identified in Article 3 above;
- d) by the City if any taxes, fees or charges owed to the City, the Garland Independent School District, the County of Dallas, or the State of Texas by Developer shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest appraised values for ad valorem tax purposes);
- e) by the City if Developer suffers an Event of Bankruptcy or Insolvency; or
- f) by the City or by Developer, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

5.2 Recapture.

- a) In the event that this Agreement is terminated as to any party prior to payment of the Grant, the obligation of the City to fund said Grant (or any remaining portion thereof) shall cease immediately. In the event that this Agreement is terminated by the City based upon Developer's breach or failure to meet any one or more of the Performance Obligations of Article 3 hereof, the City shall have no obligation to fund the Grant (or waive the fees); if all or any portion of the Grant has been paid to Developer, or if any fees have been waived, then Developer shall, immediately upon notice, refund all amounts previously paid or waived.

ARTICLE 6
Covenants, Representations, and Warranties

6.1 Separated Contracts. In developing and constructing the Project, Developer will use reasonable efforts to encourage all contractors and vendors to use “separated contracts” (as that term is defined in Sec. 3.291, Title 34, of the Texas Administrative Code), in order to maximize sales tax revenues to the City. However, the failure of Developer’s contractors and vendors to use “separated contracts” shall not be a default or breach of the terms of this Agreement.

6.2 Existence; Authority.

a) Developer represents and warrants that it has sufficient legal authority to conduct business in the State of Texas; that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

b) The City represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

6.3 Limitation of Liability. Except for the City’s obligation to pay the Grant proceeds as set forth in this Agreement, the City and its past, present and future officials, officers, employees and agents make no warranties and assume no responsibilities or liabilities to Developer or any third party in connection with the development and improvement of the Property or the Project, and Developer hereby holds harmless and waives any and all claims against the City and its officials, officers, employees, agents and representatives for any claims, losses, injury, or damage to persons or property. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties and no party shall in any way be deemed an agent of the other. Developer acknowledges and agrees that there shall be no personal recourse to the officials, officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. By entering into this Agreement, the City does not and shall not be deemed to waive any defenses or immunities, whether governmental, sovereign, official, qualified or otherwise, all such defenses and immunities being hereby expressly retained. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

ARTICLE 7
Miscellaneous

7.1 Recitals. The recitals in the preamble to this Agreement are hereby incorporated herein as part of this Agreement.

7.2 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be

assigned by Developer, and Developer shall have the authority to assign, sell or transfer ownership of the Project to any person, with the consent of the City, which consent shall not be unreasonably withheld. However, no consent shall be required for an assignment or transfer to an affiliate, parent or subsidiary of Developer, but notice of such assignment or transfer shall be given.

7.3 Governing Law. The validity of this Agreement and all of 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, and venue for any action concerning this Agreement shall lie exclusively in the state courts of appropriate jurisdiction in Dallas County, Texas.

7.4 Amendment. This Agreement may be amended only by the mutual written agreement of the parties hereto.

7.5 Legal Construction. In the event any one or more of the provisions contained in 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 the other provisions hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.6 Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee): (i) upon actual receipt or refusal by the addressee by hand, telecopier or other electronic transmission; or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid; or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (e.g. U.S. Express Mail or Federal Express) for one-day delivery, addressed to the party to whom notice is intended to be given at the following addresses:

If intended for City, to:

City of Rowlett
4000 Main Street
Rowlett, Texas
Attn: City Manager

With a copy to:

David M. Berman, City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201

If intended for Developer, to:

Briarwood Armstrong, LLC
Attn: Walker Royall
2911 Turtle Creek Blvd #1240

Briarwood Armstrong, LLC
Attn: Douglas Kyle
One Armstrong Place
Butler, PA 16001

With copy to:

Kristian J. Jamieson
One Armstrong Place
Butler, PA 16001

7.7 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

EXECUTED in single or multiple originals on the date(s) set forth below.

CITY OF ROWLETT, TEXAS

Brian Funderburk, City Manager

Date: _____

ATTEST:

Laura Hallmark, City Secretary

DEVELOPER

By: _____

Date: _____

Attachment 1 - Site Map

