



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, January 13, 2015

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, §551.072 (Real Estate) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney to discuss the purchase of real property located at 5702 Rowlett Road, incident to the Rowlett Public Library transition plan. (15 minutes)

3. WORK SESSION (5:15 P.M.)*

3A. Hold a Joint Meeting of the City Council and the Community Investment Program Task Force to discuss the CIPTF process, recommendations, slate of projects, schedule, and ballot language/format. (90 minutes)

3B. Discuss the relocation of the Chamber of Commerce building and to provide a status update regarding the Request for Proposals submitted on January 6, 2015. (30 minutes)

3C. Discuss petition for local option election. (15 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

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

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** 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 January 6, 2015, City Council Meeting.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8A.** Consideration and action on approval and ratification of real estate purchase agreement for property located at 5702 Rowlett Road as part of the Rowlett Library Transition plan.
- 8B.** Consider action to approve a resolution expressing official intent to reimburse cost of a project related to the acquisition of property at 5702 Rowlett Road.

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 8th day of January 2015, by 5:00 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 2A

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.072 (Real Estate) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney to discuss the purchase of real property located at 5702 Rowlett Road, incident to the Rowlett Public Library transition plan. (10 minutes)



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 3A

TITLE

Hold a Joint Meeting of the City Council and the Community Investment Program Task Force to discuss the CIPTF process, recommendations, slate of projects, schedule, and ballot language/format. (90 minutes)

STAFF REPRESENTATIVE

Jim Proce, Assistant City Manager

SUMMARY

Staff will provide a brief summary presentation of the Community Investment Program Task Force (CIPTF) processes that were employed to develop the recommendation being brought forth for discussion.

The CIP Task Force, chaired by Erik Ernst, will hold a joint meeting with the City Council to discuss the potential slate of projects to be considered for the May 2015 ballot. Additional discussions are scheduled on future Council agendas for the next steps, inclusive of finalizing the slate of projects, determination of balance of projects, and development of ballot language.

Staff members from each of the functional areas will be available to discuss any project details or to answer any questions pertaining to project scopes, estimates, project phasing, strategies, or costs breakdowns.

BACKGROUND INFORMATION

On August 19, 2014, the City Council established the CIPTF for the purpose of providing a recommendation to the City Council for the proposed May 2015 bond election. The Task force has been meeting since August of 2014 working on the development of a slate of projects for the City Council discussion and consideration.

DISCUSSION

The process of developing the slate of projects included many steps that were initiated by the Task Force and Staff from several functional departments and solicitation of public inputs through series of meetings with citizens, civic groups and the advisory boards and commissions. Solicitation for public input has been through public meetings, social media, interactive website, RTN16 broadcasts, hand written suggestions from citizens, and face-to-face inputs.

The process or project development included:

- Committee tours of facilities and infrastructure
- Committee development of ranking criteria

- Committee evaluation of projects submitted for consideration
- Committee ranking and prioritizing of submitted projects
- Determination of implementation strategies
- Review of financial capacities
- Planning for future bond initiatives for 2018

Projects were categorized in three strategic topics for the purpose of addressing the balanced needs of the community. These categories are:

- Infrastructure Needs
- Planning for Growth & Capacity Needs
- Quality of Life Initiatives

These strategic categories enabled the Task Force to provide a recommendation that provides a balance of community needs and wants that will provide value to the citizens of Rowlett.

FINANCIAL/BUDGET IMPLICATIONS

In June of 2014 the City Council provided the direction to Staff to develop a plan within the bonding capacity with the intent of accomplishing the program without a tax increase. The initial targeted estimate for the bond amount was between \$22M and \$25M based upon the projections provided at that time. Since then, the financial forecasts have been refined and the projections have been revised to be between \$25M and \$27M. Under this consideration, the CIPTF recommendation will target the revised forecast. This amount can be achieved without any impact to the current tax rate.

RECOMMENDED ACTION

Provide input and direction to staff on the draft slate of projects to be brought forward for public ballot in May of 2015.



City of Rowlett

Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 3B

TITLE

Discuss the relocation of the existing Chamber of Commerce building to provide City Council a status update regarding the Request for Proposals submitted on January 6, 2015. (30 minutes).

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

City staff issued a Request for Proposals (RFP) in order to move the Chamber of Commerce building from its current location at 3910 Main Street to a new location at 4500 Main Street, which is the location of the Old Fire Station. This building serves as the offices for the Rowlett Chamber of Commerce. This RFP was issued per the direction of City Council in order to preserve the Chamber of Commerce building due to its historic significance within the City of Rowlett. With the relocation of the building, the Village of Rowlett development will be able to proceed and the City will be able to save one of its historic resources.

Staff provided City Council an update at the January 6, 2015, Work Session. Staff has reviewed the responses to the RFP and will discuss the qualifications and associated bids of the two responding consultant teams.

BACKGROUND INFORMATION

City Staff has had several public discussions regarding the Chamber of Commerce building as it relates to the Village of Rowlett development. City staff met on both July 8, 2014, and September 2, 2014, to provide several options to City Council for discussion. City Council polled their constituency through varied methods and inquired of staff in order to provide their ultimate direction to City Staff.

Options ranged from relocating the Chamber of Commerce building to multiple locations within the City, both with and without the inclusion of Chamber of Commerce operations, as well as the demolition of the building. Of the multiple options that were analyzed and vetted, City Council ultimately directed staff to proceed with the relocation of the Chamber of Commerce building from its current location at 3910 Main Street to the new location at 4500 Main Street, which is the location of the Old Fire Station.

The RFP for the relocation of the Chamber of Commerce building was issued on December 11, 2014. Responses from the RFP were received by the City on January 6, 2015, at 2:00 pm, and City staff briefed City Council later that evening. Due to the short time frame, City staff was not able to provide a high level of detail on the respondents to the RFP. This Work Session item

will provide background information and associated cost information provided by the respondents.

DISCUSSION

The purpose of this discussion item is to update City Council on the status of the RFP issued in the context of the overall Chamber of Commerce building relocation. Below is a timeline of the items completed as well as those forthcoming:

- July 8, 2014 – City Council Workshop Item
- September 2, 2014 – City Council Workshop Item
- October 31, 2014 – Completion of Asbestos and Lead Analysis for Chamber of Commerce building and Old Fire Station
- January 6, 2015 – Response from RFP's due
- January 6-9, 2015 – RFP Responses scored by Selection Committee
- January 20, 2015 – City Council Consideration of Award
- January 31, 2015 – Contract Execution
- April 1, 2015 – Completion of Work
- April 21, 2015 – Acceptance of Work by City Council

The City Staff Selection Committee reviewed the responses to the RFP's and were still scoring the responses at the time of the publishing of the staff report. The cost estimates provided by the respondents were both in excess of the \$340,000 cap set at the September 2, 2014, meeting.

Following this discussion item, staff will bring an Agenda item on January 20, 2015, for City Council to formally consider award of the contract. Work is expected to be complete by April 1, 2015.

FINANCIAL/BUDGET IMPLICATIONS

A total amount of \$400,000 was budgeted in the Cash Capital Improvements Program (Cash CIP) under Project SP2090.

At the September 2, 2014, City Council Meeting, City Council directed staff not to exceed \$340,000 for the completion of this project. The cap of \$340,000 has been communicated to prospective respondents to the Request for Proposals; however, both proposals returned to the City were in excess of \$340,000.

RECOMMENDED ACTION

Pursuant to direction from City Council at the September 2, 2014, Work Session meeting, staff requests direction from City Council since RFP responses included costs in excess of \$340,000.



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 3C

TITLE

Present update to Council regarding the Local Option Election Petition. (15 minutes).

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

Interest was expressed by a group of Rowlett citizens in holding a local option election to permit the legal sale of all alcoholic beverages for off-premise consumption only. The purpose of this item is to update Council on the status of the process.

BACKGROUND INFORMATION

The Rowlett FIR\$T Committee, utilizing the services of Texas Petition Strategies, Inc., issued an application to the City Secretary's Office for a Local Option Election Petition to Legalize for the issuance of a petition on the following issue: "*The legal sale of all alcoholic beverages for off-premise consumption only.*" (Attachment 1) The City Secretary's Office issued said petitions on Monday, October 20, 2014. On December 9, 2014, Texas Petition Strategies, Inc. returned 649 pages of the petition for verification.

DISCUSSION

The Election Code (Attachment 2) outlines the process for local option elections in Title 17, including petition application, issuance, submission and verification and manner and time in which to call the special election. The attached Code also outlines the manner in which the petition will be verified. According to the Code, the number of signatures required is the number of qualified voters of the City equal to at least thirty-five (35) percent of the registered voters in the City who voted in the most recent gubernatorial election. It is important to note that the application and issuance of the petition took place prior to the November 4, 2014, gubernatorial election, so the calculation is based on the 2010 election as shown in the following illustration:

Number of Signatures Needed for Petition in Rowlett

➤ Number of qualified voters of the City equal to at least thirty-five (35) percent of the registered voters in the City who voted in the most recent gubernatorial election.

➤ 2010 → Dallas County: 11,215 Votes Cast
Rockwall County: 1,544 Votes Cast
TOTAL: 12,759 Votes Cast

TOTAL NUMBER OF SIGNATURES NEEDED:
4,466

As noted above, 649 pages of the issued petition were returned to the City Secretary's Office on December 9, 2014. Staff members have diligently been verifying signatures since that time. At the time of this agenda publication, staff has verified that the petition contains the requisite 4,466 signatures.

The next step is to order the Special Election, which is on the agenda for January 20, 2015.

FINANCIAL/BUDGET IMPLICATIONS

The City of Rowlett contracts with Dallas County Elections Department for the conduct of our municipal elections. Expenses are set once the number of entities and their respective election items, polling locations, poll workers, and associated forms and equipment have been finalized. Funds are budgeted each year for elections in account number 101-1504-430-7107.

RECOMMENDED ACTION

This is for presentation purposes only and there is no action required. The matter of calling the Special Election will be presented at the January 20, 2015, Regular City Council meeting for formal consideration.

ATTACHMENTS

Attachment 1 – Application for Local Option Election Petition to Legalize
Attachment 2 – Election Code Title 17, Local Option Elections

Application for Local Option Election Petition to Legalize

These applicants whose signatures appear hereon request election petitions to be issued for the following issue: For/Against

"The legal sale of all alcoholic beverages for off-premise consumption only."

In the City of Rowlett, Dallas and Rockwall Counties, Texas. It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above,"

<u>Signature (on top line)</u> Printed Name (under signature)	<u>Residence Address</u>	<u>Voter Reg.#</u>
1. <u>Nancy Lancaster</u> Nancy Lancaster	<u>9916 Dalrock, 75089</u>	<u>1080872556</u> *
2. <u>Lonnie Cornwall</u> LONNIE CORNWELL	<u>4106 BAYWATCH DR 75088</u>	<u>1080733297</u>
3. <u>Wayne E. Baxter</u> WAYNE E BAXTER	<u>8713 VERNON DR 75088</u>	<u>1178482560</u>
4. <u>Mike Lancaster</u> Mike Lancaster	<u>9916 Dalrock Rd 75089</u>	<u>1080628967</u> *
5. <u>Mat Grubisich</u> Matt Grubisich	<u>10322 Augusta Rd.</u>	<u>1088250575</u> *
6. <u>Martina Munson</u> MARTINA MUNSON	<u>9302 BARTON CREEK DR</u>	<u>1086964387</u>
7. <u>Robert B. Higgins</u> Robert B. Higgins	<u>2302 Templewood Dr. W.</u>	<u>1081486616</u> *
8. <u>Robert S. Mitchell</u> Robert S. Mitchell	<u>5202 Vegas Drive</u>	<u>1042702125</u> <u>1083534502</u> *
9. <u>Verla Marquardt</u> Verla Marquardt	<u>4509 Ghinso Rd Lot U</u>	<u>1082222869</u> ✓
10. <u>Dianne Shaw</u> Dianne Shaw	<u>8614 Coventry Dr. 75089</u>	<u>1082222869</u>

Application for Local Option Election Petition to Legalize

These applicants whose signatures appear hereon request election petitions to be issued for the following issue: For/Against

“The legal sale of all alcoholic beverages for off-premise consumption only.”

In the City of Rowlett, Dallas and Rockwall Counties, Texas. It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above,”

<u>Signature (on top line)</u> Printed Name (under signature)	<u>Residence Address</u>	<u>Voter Reg.#</u>
1. <u>Otis Marquardt</u> OTIS MARQUARDT	<u>4509 CHIEF LOT 11-</u> Rowlett TX	<u>108 351 0204</u> °
2. <u>Joyce Ware</u> Joyce Ware	<u>8317 Trail Lake Dr.</u> Rowlett TX	<u>119 537 8578</u> °
3. <u>Cynthia Baxter</u> CYNTHIA BAXTER	<u>8713 Vernon Dr</u> Rowlett TX	<u>117 848 2556</u>
4. <u>John J Horan Jr</u> John J Horan Jr	<u>7705 WESTOVER DR</u> Rowlett TX 75089	<u>104 273 5300</u> °
5. <u>Katy Burrows</u> KATY BURROWS	<u>8102 Woodside Rd</u> Rowlett TX 75088	<u>104 276 6058</u> °
6. <u>James E. McAmis</u> James E. McAmis	<u>3617 Smartt St:</u> Rowlett 75088	<u>107 850 0873</u> °
7. <u>Jim Withrow</u> Jim Withrow	<u>8020 Tulane DR</u> Rowlett TX	<u>108 160 8986</u> °
8. <u>[Signature]</u>	<u>7809 DeFenderhen</u>	
9. _____	_____	_____
10. _____	_____	_____



Rowlett Lakeshore Times, Internet

AFFIDAVIT OF LEGAL NOTICE

I, Nick Souders, Inside Sales Manager of the Rowlett Lakeshore Times, Internet a newspaper printed in the English language in Dallas County, State of Texas, do hereby certify that this notice was Published in the Rowlett Lakeshore Times, Internet on the following dates, to-wit

Rowlett Lakeshore Times	10/16/14	10/16/14	1
Internet	10/16/14	10/16/14	1

Legal Sale of Alcoholic Beverages	\$39.25
(Description)	(Cost)

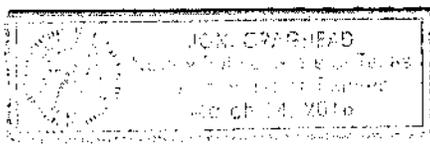
Legal Sale

Inside Sales Manager of the Rowlett Lakeshore Times, Internet

Subscribed and sworn on this
17 day of October, 2014

John Caland

Notary Public, State of Texas



ELECTION CODE

TITLE 17. LOCAL OPTION ELECTIONS

CHAPTER 501. LOCAL OPTION ELECTIONS ON SALE OF ALCOHOLIC BEVERAGES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 501.001. DEFINITIONS. In this chapter:

(1) "Alcoholic beverage," "beer," "commission," "liquor," "mixed beverage," and "wine and vinous liquor" have the meanings assigned by Section 1.04, Alcoholic Beverage Code.

(2) "Municipality" has the meaning assigned by Section 1.005, Local Government Code.

(3) "Premises" has the meaning assigned by Section 11.49, Alcoholic Beverage Code.

(4) "Political subdivision" includes a justice precinct.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1164 (H.B. 2817), Sec. 41, eff. September 1, 2011.

Sec. 501.002. REFERENCES IN OTHER LAW. A reference in law to an election or a local option election held under Chapter 251, Alcoholic Beverage Code, means an election held under this chapter. Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.003. ENFORCEMENT. The enforcement provisions of the Alcoholic Beverage Code that relate generally to a violation of a provision of that code, including Chapter 101, Alcoholic Beverage Code, apply to a violation of a provision of this chapter. Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

SUBCHAPTER B. MANNER OF CALLING ELECTION

Sec. 501.021. ELECTION TO BE HELD BY PETITION. On proper petition by the required number of voters of a county, justice precinct, or municipality in the county, the commissioners court shall order a local option election in the political subdivision to determine whether the sale of alcoholic beverages of one or more of the various types and alcoholic contents shall be prohibited or legalized in the political subdivision.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 778 (S.B. 1034), Sec. 1, eff. September 1, 2009.

For expiration of this section, see Subsection (f).

Text of section effective until September 01, 2015

Sec. 501.0211. ELECTION CALLED BY GOVERNING BODY OF MUNICIPALITY. (a) This section applies only to a municipality:

(1) with a population of at least 112,000 located in a county with a population of not more than 135,000;

(2) in which the sale of one or more types or classifications of alcoholic beverage is legal in the municipality as a result of a local option election held in the municipality; and

(3) that, after the election is held, annexes territory in which the sale of one or more of those types or classifications of alcoholic beverage is not legal.

(b) After holding a public hearing, the governing body of a municipality described by Subsection (a) may, by resolution, order a local option election to be held in the municipality on the ballot issue the passage of which would legalize the sale of the same types and classifications of alcoholic beverages the sale of which was legalized by the results of the local option election described by Subsection (a).

(c) The resolution ordering the election must state in its heading and text that the local option election to be held is for the purpose of legalizing the sale of the alcoholic beverages and set out the ballot issue to be voted on in the election.

(d) An election ordered by the governing body of a

municipality under this section shall be conducted by the municipality instead of the county. For the purposes of an election conducted under this section, a reference in this code:

(1) to the county is considered to refer to the municipality;

(2) to the commissioners court is considered to refer to the governing body of the municipality;

(3) to the county clerk or registrar of voters is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) to the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(e) The municipality shall pay the expense of the election.

(f) This section expires September 1, 2015.

Added by Acts 2009, 81st Leg., R.S., Ch. 778 (S.B. 1034), Sec. 2, eff. September 1, 2009.

Sec. 501.022. QUALIFICATIONS FOR NEW POLITICAL SUBDIVISION TO HOLD ELECTION. (a) A political subdivision must have been in existence for at least 18 months before a local option election to legalize or prohibit the sale of liquor in the political subdivision may be held.

(b) The political subdivision must include substantially all the area encompassed by the political subdivision at the time of its creation and may include any other area subsequently annexed by or added to the political subdivision.

(c) This section does not apply to a municipality incorporated before December 1, 1971.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.023. APPLICATION FOR PETITION. (a) If 10 or more qualified voters of any county, justice precinct, or municipality file a written application and provide proof of publication of

notice in a newspaper of general circulation in that political subdivision, the county clerk of the county shall issue to the applicants a petition to be circulated among the qualified voters of the political subdivision for the signatures of those qualified voters who desire that a local option election be called for the purpose of determining whether the sale of alcoholic beverages of one or more of the various types and alcoholic contents shall be prohibited or legalized in the political subdivision. The notice must include:

- (1) the individual or entity that is applying for the petition to gather signatures for a local option liquor election;
- (2) the type of local option liquor election;
- (3) the name of the political subdivision in which the petition will be circulated; and
- (4) the name and title of the person with whom the application will be filed.

(b) Not later than the fifth day after the date the petition is issued, the county clerk shall notify the commission and the secretary of state that the petition has been issued.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1164 (H.B. 2817), Sec. 42, eff. September 1, 2011.

Sec. 501.024. HEADING, STATEMENT, AND ISSUE ON APPLICATION FOR PETITION TO PROHIBIT. (a) An application for a petition seeking an election to prohibit the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed: "Application for Local Option Election Petition to Prohibit."

(b) The application must contain a statement just ahead of the signatures of the applicants, as follows: "It is the hope, purpose and intent of the applicants whose signatures appear hereon to see prohibited the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

- (1) clearly stated in the application; and
- (2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.025. HEADING, STATEMENT, AND ISSUE ON APPLICATION FOR PETITION TO LEGALIZE. (a) An application for a petition seeking an election to legalize the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed: "Application for Local Option Election Petition to Legalize."

(b) The application must contain a statement just ahead of the signatures of the applicants, as follows: "It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

- (1) clearly stated in the application; and
- (2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.026. PETITION REQUIREMENTS. A petition must show the date the petition is issued by the county clerk and be serially numbered. Each page of a petition must bear the same date and serial number and the actual seal of the county clerk rather than a facsimile of that seal.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.027. HEADING AND STATEMENT ON PETITION TO PROHIBIT. (a) Each page of the petition for a local option election seeking to prohibit the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed "Petition for Local Option Election to Prohibit."

(b) The petition must contain a statement just ahead of the signatures of the petitioners, as follows: "It is the hope,

purpose and intent of the petitioners whose signatures appear hereon to see prohibited the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

- (1) clearly stated in the petition; and
- (2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.028. HEADING AND STATEMENT ON PETITION TO LEGALIZE. (a) Each page of the petition for a local option election seeking to legalize the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed "Petition for Local Option Election to Legalize."

(b) The petition must contain a statement just ahead of the signatures of the petitioners, as follows: "It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

- (1) clearly stated in the petition; and
- (2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.029. OFFENSE: MISREPRESENTATION OF PETITION. (a) A person commits an offense if the person misrepresents the purpose or effect of a petition issued under this chapter.

(b) An offense under this section is a Class B misdemeanor.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.030. COPIES OF PETITION. (a) The county clerk shall supply as many copies of the petition as may be required by the applicants but not to exceed more than one page of the petition for every 10 registered voters in the county, justice precinct, or municipality. Each copy must bear the date, number, and seal on

each page as required on the original petition.

(b) The county clerk shall keep a copy of each petition and a record of the applicants for the petition.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.031. VERIFICATION OF PETITION. (a) The voter registrar of the county shall check the names of the signers of petitions and the voting precincts in which the signers reside to determine whether the signers were qualified voters of the county, justice precinct, or municipality at the time the petition was issued. The political subdivision may use a statistical sampling method to verify the signatures, except that on written request from a citizen of the political subdivision for which an election is sought, the political subdivision shall verify each signature on the petition. The citizen making the request shall pay the reasonable cost of the verification. The registrar shall certify to the commissioners court the number of qualified voters signing the petition.

(b) A petition signature may not be counted unless the signature is the actual signature of the purported signer and the petition:

- (1) contains in addition to the signature:
 - (A) the signer's printed name;
 - (B) the signer's date of birth;
 - (C) if the territory from which signatures must be obtained is situated in more than one county, the county of registration;
 - (D) the signer's residence address; and
 - (E) the date of signing; and
- (2) complies with any other applicable requirements prescribed by law.

(c) The use of ditto marks or abbreviations does not invalidate a signature if the required information is reasonably ascertainable.

(d) The omission of the state from the signer's residence address does not invalidate a signature unless the political

subdivision from which the signature is obtained is situated in more than one state. The omission of the zip code from the address does not invalidate a signature.

(e) The signature is the only entry on the petition that is required to be in the signer's handwriting.

(f) A signer may withdraw the signer's signature by deleting the signature from the petition or by filing with the voter registrar an affidavit requesting that the signature be withdrawn from the petition. A signer may not withdraw the signature from a petition on or after the date the petition is received by the registrar. A withdrawal affidavit filed by mail is considered to be filed at the time of its receipt by the registrar. The withdrawal of a signature nullifies the signature on the petition and places the signer in the same position as if the signer had not signed the petition.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.032. REQUIREMENTS TO ORDER ELECTION. (a) The commissioners court, at its next regular session on or after the 30th day after the date the petition is filed, shall order a local option election to be held on the issue set out in the petition if the petition is filed with the voter registrar not later than the 60th day after the date the petition is issued and bears the actual signatures of a number of qualified voters of the political subdivision equal to at least:

(1) 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election for a ballot issue that permits voting for or against:

(A) "The legal sale of all alcoholic beverages for off-premise consumption only.";

(B) "The legal sale of all alcoholic beverages except mixed beverages.";

(C) "The legal sale of all alcoholic beverages including mixed beverages."; or

(D) "The legal sale of mixed beverages.";

(2) 25 percent of the registered voters in the

political subdivision who voted in the most recent general election for a ballot issue that permits voting for or against "The legal sale of wine on the premises of a holder of a winery permit."; or

(3) 35 percent of the registered voters in the political subdivision who voted in the most recent gubernatorial election for an election on any other ballot issue.

(b) Voters whose names appear on the list of registered voters with the notation "S," or a similar notation, shall be excluded from the computation of the number of registered voters of a particular territory.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921 (H.B. 3167), Sec. 5.002(a), eff. September 1, 2007.

Sec. 501.033. RECORD IN MINUTES. The date a petition is presented, the names of the signers, and the action taken with respect to the petition shall be entered in the minutes of the commissioners court.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.034. ISSUES TO APPEAR IN ORDER FOR ELECTION. (a) The election order must state in its heading and text whether the local option election to be held is for the purpose of prohibiting or legalizing the sale of the alcoholic beverages set out in the issue recited in the application and petition.

(b) The order must state the issue to be voted on in the election.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.035. ISSUES. (a) In the ballot issues prescribed by this section, "wine" is limited to vinous beverages that do not contain more than 17 percent alcohol by volume and includes malt beverages that do not exceed that alcohol content. For local

option purposes, those beverages, sold and dispensed to the public in unbroken, sealed, individual containers, are a separate and distinct type of alcoholic beverage.

(b) In an area where any type or classification of alcoholic beverages is prohibited and the issue submitted pertains to legalization of the sale of one or more of the prohibited types or classifications, the ballot shall be prepared to permit voting for or against the one of the following issues that applies:

(1) "The legal sale of beer for off-premise consumption only."

(2) "The legal sale of beer."

(3) "The legal sale of beer and wine for off-premise consumption only."

(4) "The legal sale of beer and wine."

(5) "The legal sale of all alcoholic beverages for off-premise consumption only."

(6) "The legal sale of all alcoholic beverages except mixed beverages."

(7) "The legal sale of all alcoholic beverages including mixed beverages."

(8) "The legal sale of mixed beverages."

(9) "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only."

(10) "The legal sale of wine on the premises of a holder of a winery permit."

(c) In an area where the sale of any type or classification of alcoholic beverages has been legalized, the ballot for a prohibitory election shall be prepared to permit voting for or against the one of the following issues that applies:

(1) "The legal sale of beer for off-premise consumption only."

(2) "The legal sale of beer."

(3) "The legal sale of beer and wine for off-premise consumption only."

(4) "The legal sale of beer and wine."

(5) "The legal sale of all alcoholic beverages for off-premise consumption only."

(6) "The legal sale of all alcoholic beverages except mixed beverages."

(7) "The legal sale of all alcoholic beverages including mixed beverages."

(8) "The legal sale of mixed beverages."

(9) "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only."

(10) "The legal sale of wine on the premises of a holder of a winery permit."

(d) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(f) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(g) In an area where the sale of a particular type of alcoholic beverage has been legalized only for off-premise consumption, no alcoholic beverage may be consumed on any licensed premises and no type of alcoholic beverage other than the type legalized may be sold.

(h) Subject to Section 251.81, Alcoholic Beverage Code, a wine only package store permit may be issued for premises in an area in which the sale of wine has been legalized by a local option election under Subsection (b)(3) or (4).

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. [1799](#)), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921 (H.B. [3167](#)), Sec. 5.003(a), eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1045 (H.B. [4498](#)), Sec. 3, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1045 (H.B. [4498](#)), Sec. 4, eff. September 1, 2009.

Sec. 501.036. ISSUE ON MIXED BEVERAGES. (a) A local option election does not affect the sale of mixed beverages unless the proposition specifically mentions mixed beverages.

(b) In any local option election in which any shade or aspect of the issue submitted involves the sale of mixed beverages, any other type or classification of alcoholic beverage that was legalized before the election remains legal without regard to the outcome of that election on the question of mixed beverages. If the sale of mixed beverages by food and beverage certificate holders was legalized before a local option election on the general sale of mixed beverages, the sale of mixed beverages in an establishment that holds a food and beverage certificate remains legal without regard to the outcome of the election on the general sale of mixed beverages.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.037. EVIDENCE OF VALIDITY. The commissioners court election order is prima facie evidence of compliance with all provisions necessary to give the order validity or to give the commissioners court jurisdiction to make the order valid.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.038. FREQUENCY OF ELECTIONS. A local option election on a particular issue may not be held in a political subdivision until after the first anniversary of the most recent local option election in that political subdivision on that issue.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

SUBCHAPTER C. HOLDING OF ELECTION

Sec. 501.101. APPLICABILITY OF ELECTION CODE. Except as provided by this chapter, the officers holding a local option election shall hold the election in the manner provided by the other provisions of this code.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.102. ELECTION PRECINCTS. (a) County election precincts shall be used for a local option election to be held in an entire county or in a justice precinct.

(b) Election precincts established by the governing body of the municipality for its municipal elections shall be used for a local option election to be held in a municipality. If the governing body has not established precincts for its municipal elections, the commissioners court shall prescribe the election precincts for the local option election under the law governing establishment of precincts for municipal elections.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.103. POLLING PLACES; NOTICE. (a) The election shall be held at the customary polling place in each election precinct. If the customary polling place is not available, the commissioners court shall designate another polling place.

(b) The notice for the election shall state the polling place for each election precinct and the precinct numbers of county precincts included in each municipal election precinct if the election is for a municipality.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.1035. ELECTION IN TERRITORY ANNEXED BY MUNICIPALITY. A municipality that includes an area annexed to the municipality on or after the date on which a petition requesting a local option election in the municipality is filed may hold the election in the municipality only if the petition contains a sufficient number of signatures to meet the requirements of Section 501.032, based on the number of qualified voters in the municipality, including the annexed area. The qualified voters of the annexed area must be allowed to vote in the local option election. The results of the election shall determine the local option status of the municipality, including the annexed area.

Added by Acts 2011, 82nd Leg., R.S., Ch. 500 (H.B. 1401), Sec. 1, eff. September 1, 2011.

Sec. 501.104. NUMBER OF BALLOTS FURNISHED. If the election is conducted using printed ballots, the county clerk shall furnish the presiding judge of each election precinct with at least the number of ballots equal to the number of registered voters in the precinct plus 10 percent of that number of voters.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.105. ISSUE ON BALLOT. (a) The issue ordered to appear on the ballot for an election ordered by the commissioners court must be the same as the issue applied for and set out in the petition.

(b) The issue appropriate to the election shall be printed on the ballot in the exact language stated in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.106. TIME FOR VOTE TALLY. The votes for a local option election shall be counted and the report of the election submitted to the commissioners court within 24 hours after the time the polls close.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.107. COUNTY PAYMENT OF ELECTION EXPENSES. The county shall pay the expense of holding a local option election authorized by this chapter in the county, justice precinct, or municipality in that county except that:

(1) if an election is to be held only within the corporate limits of a municipality located wholly within the county, the county may require the municipality to reimburse the county for all or part of the expenses of holding the local option election;

(2) county payment of the expense of an election to legalize the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year

period; and

(3) county payment of the expense of an election to prohibit the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year period.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.108. DEPOSIT REQUIRED FOR CERTAIN ELECTIONS.

(a) If a county is not required to pay the initial expense, regardless of any authority to receive reimbursement, of a local option election under Section 501.107, the county clerk shall require the applicants for a petition for a local option election to make a deposit before the issuance of the petition.

(b) The deposit must be in the form of a cashier's check in an amount equal to 25 cents per voter listed on the current list of registered voters residing in the county, justice precinct, or municipality where the election is to be held.

(c) The money received shall be deposited in the county's general fund. A refund may not be made to the applicants regardless of whether the petition is returned to the county clerk or the election is ordered.

(d) The county clerk may not issue a petition to the applicants unless a deposit required by this chapter is made.

(e) A person who violates Subsection (d) commits an offense. An offense under this subsection is a misdemeanor punishable by:

(1) a fine of not less than \$200 nor more than \$500;

(2) confinement in the county jail for not more than 30 days; or

(3) both the fine and confinement.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1164 (H.B. 2817), Sec. 43, eff. September 1, 2011.

Sec. 501.109. ELECTION IN MUNICIPALITIES. (a) This section applies only to an election to permit or prohibit the legal sale of alcoholic beverages of one or more of the various types and alcoholic contents in a municipality.

(b) An election to which this section applies shall be conducted by the municipality instead of a county. For the purposes of an election conducted under this section, a reference in this chapter to:

(1) the county is considered to refer to the municipality;

(2) the commissioners court is considered to refer to the governing body of the municipality;

(3) the county clerk or voter registrar is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(c) The municipality shall pay the expense of the election.

(d) An action to contest the election under Section 501.155 may be brought in the district court of any county in which the municipality is located.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1318 (S.B. 100), Sec. 41, eff. September 1, 2011.

SUBCHAPTER D. PROCEDURE FOLLOWING ELECTION

Sec. 501.151. DECLARATION OF RESULT. (a) On completing the canvass of the election returns, the commissioners court shall make an order declaring the result and cause the clerk of the commissioners court to record the order as provided by law.

(b) In a prohibitory election, if a majority of the votes

cast do not favor the issue "The legal sale....," the court's order must state that the sale of the type or types of beverages stated in the issue at the election is prohibited effective on the 30th day after the date the order is entered. The prohibition remains in effect until changed by a subsequent local option election held under this chapter.

(c) In a legalization election, if a majority of the votes cast favor the issue "The legal sale . . .," the legal sale of the type or types of beverages stated in the issue at the election is legal on the entering of the court's order. The legalization remains in effect until changed by a subsequent local option election held under this code.

(d) The local option status of a political subdivision does not change as a result of the election if:

(1) in an election described by Subsection (b), less than a majority of the votes cast do not favor the issue; and

(2) in an election described by Subsection (c), less than a majority of the votes cast favor the issue.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.152. ORDER PRIMA FACIE EVIDENCE. The order of the commissioners court declaring the result of the election is prima facie evidence that all provisions of law have been complied with in giving notice of and holding the election, counting and returning the votes, and declaring the result of the election.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.153. CERTIFICATION OF RESULT. Not later than the third day after the date the result of a local option election has been declared, the county clerk shall certify the result to the secretary of state and the commission. The clerk may not charge a fee for this service.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.154. POSTING ORDER PROHIBITING SALE. (a) A commissioners court order declaring the result of a local option election and prohibiting the sale of any or all types of alcoholic beverages must be published by posting the order at three public places in the county or other political subdivision in which the election was held.

(b) The posting of the order shall be recorded in the minutes of the commissioners court by the county judge. The entry in the minutes or a copy certified under the hand and seal of the county clerk is prima facie evidence of the posting.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.

Sec. 501.155. ELECTION CONTEST. (a) The enforcement of local option laws in the political subdivision in which an election is being contested is not suspended during an election contest.

(b) The result of an election contest finally settles all questions relating to the validity of that election. A person may not call the legality of that election into question again in any other suit or proceeding.

(c) If an election contest is not timely instituted, it is conclusively presumed that the election is valid and binding in all respects on all courts.

Added by Acts 2005, 79th Leg., Ch. 975 (H.B. 1799), Sec. 1, eff. September 1, 2005.



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 5A

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: 01/13/15

AGENDA ITEM: 7A

TITLE

Consider action to approve minutes from the January 6, 2015, 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.

RECOMMENDED ACTION

Move to approve, amend or correct the January 6, 2015, City Council Meeting.

ATTACHMENT

01-06-15 City Council Meeting minutes



City of Rowlett

Meeting Minutes

City Council

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

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

Tuesday, January 6, 2015

6:15 P.M.

Municipal Building – 4000 Main Street

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

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

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

1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:15 p.m.

2. EXECUTIVE SESSION (6:15 P.M.)* Times listed are approximate.

- 2A. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.072 (Real Estate) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and discuss the purchase of real property located at 5702 Rowlett Road, incident to the Rowlett Public Library transition plan. (15 minutes)

Council convened in Executive Session at 6:15 p.m. Out at 6:29 p.m.

3. WORK SESSION (6:30 P.M.)*

- 3A. Discuss the relocation of existing the Chamber of Commerce building to provide City Council a status update regarding the Request for Proposals submitted on January 6, 2015. (30 minutes)

Marc Kurbansade, Director of Development Services, reviewed Council's considerations in reaching the determination to relocate the Chamber building. He reviewed the schedule for the work to be done along with a concept plan of what it will look like once completed. Responses to the RFP were received January 6, 2015, and will be reviewed and presented to Council at the January 13, 2015 meeting.

- 3B. Discuss the purchase of a replacement fire engine, a replacement ladder truck (quint), and the refurbishment of Engine 3 and Quint 1 for Rowlett Fire Rescue. (30 minutes)

Neil Howard, Fire Chief, presented the proposal for refurbishing two trucks versus straight purchasing – along with the cost savings. He reviewed the benefits of the proposal of standardization and increased response capabilities. It was the consensus of Council to proceed with this proposal. It will be presented for consideration at an upcoming meeting.

4. DISCUSS CONSENT AGENDA ITEMS

Council took a short break at 7:13 p.m.

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

Council reconvened in Regular Session at 7:30 p.m.

INVOCATION – Mayor Gottel

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

5A. Hear presentation of the Monthly Financial report for the period ending November 30, 2014.

Alan Guard, Chief Financial Officer, presented the report.

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

Mayor Gottel announced the following: Next Regular Council meetings will be held on Tuesday, January 20th – “State of the City” Presented and a Special Council meeting will be held Tuesday, January 13th in City Hall. Upcoming Planning and Zoning Commission meetings will be Tuesday, January 13th and 27th, held in the Annex Conference Room at 6pm. **CIP (COMMUNITY IMPROVEMENT PROGRAM) TASK FORCE:** January meetings – held today, Tuesday, January 6th at 4:30pm. Joint meeting with Council on Tuesday, January 13th in City Hall. Tentative Work Session scheduled for January 20th. **2015 Bond Election set for May 9, 2015 – \$25M of Community Investment Projects – NO TAX INCREASE! TWICE A MONTH LANDSCAPE WATERING – Watering once every other week still in effect! **ANIMAL SHELTER:** Low Cost Vaccine Clinics Saturday, **January 17th from 1:00 – 3:00pm** at 4402 Industrial Street. **Normal Business Hours, Monday – Friday, 10am – 5pm, Saturday, 10:00am – 5pm.** Rowlett Parks & Recreation Department is looking for teens (8th – 11th grade) to join the “**Teens Advisory Council**”. Fill out an application at the Community Centre and turn in by **Friday, January 9th at 5pm.** Upcoming Events: Little Sweetheart Dance – Saturday, January 31st, 7 – 9pm at the RCC, \$40 per couple. Check out all the programs listed in the Lakeside Leisure or at www.rowlett.com on the Parks Department page: Parents Day Out, Little Athletes, SAT Prep Course, Senior Programs and many, many more! Upcoming Events at the Rowlett Public Library: Arts and Humanities 14th Annual Young Artists Contest & Exhibit – Submit all entries to the Library on Saturday, January 10th between 10am and noon. For more information, visit the Arts and Humanities Commission webpage at rowlett.com. Homeschooling Programs , Family Saturday Crafts and Games, TechEd Programs and many more = Check online or with the Library for dates and times at rowlett.com or 972.412.6161. **CITY OFFICES CLOSED IN OBSERVANCE OF MARTIN LUTHER KING, JR. DAY:** Monday, January 19th.**

The Rowlett Parks and Recreation Department is one step closer to fulfilling its mission to rebuild Kids Kingdom. We have chosen playground design firm Play by Design to lead us on our journey to rebuild our beloved playground in Pecan Grove Park. We anticipate that this project will be very similar to the original project that was done in 1998 which involved a Design Day, Volunteers, Fundraising and a Build Week. This will serve as an opportunity for the citizens of Rowlett to exhibit community pride at its best.

The Design Day is scheduled for Friday January 16, 2015, which involves the unveiling of a conceptual design of what our Kids Kingdom will look like. This design will be inspired by the children of Rowlett. We are pleased to collaborate with 13 of the schools in the local area which include the following: Back Elementary, Cullins Elementary, Dorsey Elementary, Herfurth Elementary, Genesis Christian Ed, Keeley Elementary, Liberty Grove, Pearson Elementary, Rockwall Christian Academy, Rowlett Elementary, Rowlett Christian Academy, Steadham Elementary, and Stephens Elementary).

The Design Day will involve the children drawing pictures of how they would like for the new Kids Kingdom look. Those pictures will be turned in to the Designers prior to January 16, 2015, and on the 16th the Designers will meet with the children at their schools and discuss their drawings. On the evening of Friday, January 16th all of the children and families are invited to come to the unveiling of their design at the Rowlett High School starting at 6:00pm. This will be a festive event with all of the children's drawings put on display, playground song performances and a step performance by our children.

We are inviting the community to come out to the Rowlett High School on Friday, January 16, 2015, at 6:00pm and be a part of this monumental event and sign up to be a volunteer or donor in rebuilding our Kids Kingdom.

For more information, please visit the City's website www.rowlett.com. Also if you are interested in volunteering please email us at KidsKingdom@rowlett.com and leave your contact information. Councilmember Bobbitt announced that volunteers are needed on 1/15 from 9 a.m. – 11:30 a.m., 1/16 from 9 a.m. – 11:30 a.m. and 1/16 from 6 p.m. – 8 p.m. Those interested in volunteering at these times may email her directly at dbobbitt@rowlett.com.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

- 7A.** Consider action to approve minutes from the December 9, 2014, City Council Meeting.

This item was approved on the Consent Agenda.

- 7B.** Consider a resolution awarding a bid to APAC-Texas, Incorporated for the purchase of hot mix asphalt in the unit amounts bid and an annual amount not to exceed \$110,000 through the Interlocal Cooperative Purchasing Agreement with Dallas County for road materials for the Public Works Department and authorizing the Mayor to execute the necessary documents for said services.

This item was approved as RES-001-15 on the Consent Agenda.

Passed the Consent Agenda

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

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8A. Conduct a public hearing and consider an ordinance approving amendments to the Rowlett Development Code as it pertains to Signage in Section 77-512, specifically signage for nonresidential uses in residentially zoned areas.

Marc Kurbansade, Director of Development Services, presented the background information on this item. Council discussion regarding the historical examples, potential types of signage, and instances when this might be an issue.

The public hearing opened and closed with no speakers.

A motion was made by Councilmember Dana-Bashian, seconded by Councilmember Sheffield, to approve the item as amended by the Planning and Zoning Commission to be subject to Planning and Zoning Commission approval. The motion carried with a vote of six in favor and one opposed (Gallops). This item was adopted as ORD-001-15

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

No action was taken.

9. ADJOURNMENT

Mayor Gottel adjourned the meeting at 8:07 p.m.



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 8A

TITLE

Consideration and action on approval and ratification of real estate purchase agreement for property located at 5702 Rowlett Road as part of Rowlett Library Transition plan.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development
Kathy Freiheit, Library Director

SUMMARY

As a result of the Village of Rowlett project and redevelopment of this downtown property, the City developed a transition plan for relocating both the Rowlett Library (“Library”) and the Rowlett Chamber of Commerce (“Chamber”) office. The City has identified and negotiated the purchase of the property and building located at 5702 Rowlett Road as the future short-term location (18-24 months) for the Library.

BACKGROUND INFORMATION

The Village of Rowlett project is a \$30 million project on approximately 12 acres of City-owned property in Downtown that will introduce a range of urban densities within modern housing concepts, local retail, commercial destinations and high quality pedestrian amenities. As part of this development and redevelopment, the existing structure that houses the Library will need to be removed. City staff has briefed Council over the past several months on the transition plan timeline and has held discussions with Council in Executive Session associated with negotiations on various interim locations for the Library. As a result of those discussions and negotiations, the City Manager has executed a real estate purchase agreement for property located at 5702 Rowlett Road (attached as Exhibit A).

Following is the anticipated schedule associated with the Library transition plan:

Identify and secure temporary space	August – December 2014
Improvements for temporary space	January – April 2015
Vacate existing building & conduct move	April - May 2015
Demolition of existing building	June – August 2015
Village of Rowlett construction of Library space	August 2015 – August 2016

DISCUSSION

As part of the initial steps of the Library transition plan, City staff members worked to identify key strategic objectives needed as part of the evaluation of potential short-term locations for the Library. The strategic location objectives identified were as follows:

- Minimize customer service disruption
- Minimum 10,000 square foot facility
- Budget/Cost Considerations
- Well Lighted, Climate Controlled & Secure Facility
- Parking, Accessibility & Visibility
- Operational Fit & Efficiency

Staff initially identified five potential locations within Rowlett that would qualify for consideration based on the above objectives. Two locations were in industrial areas, two in commercial areas and the other location was a conversion of space at an existing City facility. The City engaged Freese & Nichols, Inc. to provide architectural assistance in evaluating several of the potential locations, including space planning, concept layouts and cost considerations in making improvements to the interior of those potential locations.

The 5702 Rowlett Road location was identified as the location that met or exceeded the majority of the objectives identified above with an overall lease and improvement cost estimated at \$600,000. As part of the evaluation by City staff and discussions with the property owner, consideration was given to acquisition of the property versus a short-term lease. That analysis indicated that the City could acquire the building, make improvements and have a location for future City uses with an asset that could be sold at a future date. That analysis compared the short-term costs (24 month lease payments and improvements) estimated at \$600,000 versus acquiring the building for \$800,000 and making the improvements necessary to house and operate the library. As part of that analysis, staff identified future operational uses for the 5702 Rowlett Road property once the Library relocates back to the Downtown area as part of the Village of Rowlett project. In addition, should the City decide that the 5702 Rowlett Road property is no longer needed after the short-term Library use, the City will then be able to sell the property; which, based on the acquisition price, would limit the City's expense for the short-term Library location to approximately \$300,000. Based on that analysis, City Council gave staff the direction to negotiate and acquire the 5702 Rowlett Road property rather than enter into a short-term lease.

The 5702 Rowlett Road property consists of a 10,140 square foot single-store office/medical office building on 1.9 acres of property located between Rowlett Rd. and Old Rowlett Rd. The site is fully improved with 90 parking spaces and is approximately 0.3 miles from the existing Library location in Downtown (see images and location map below).



Figure 1 - 5702 Rowlett Road facing east



Figure 2 - 5702 Rowlett Road facing west

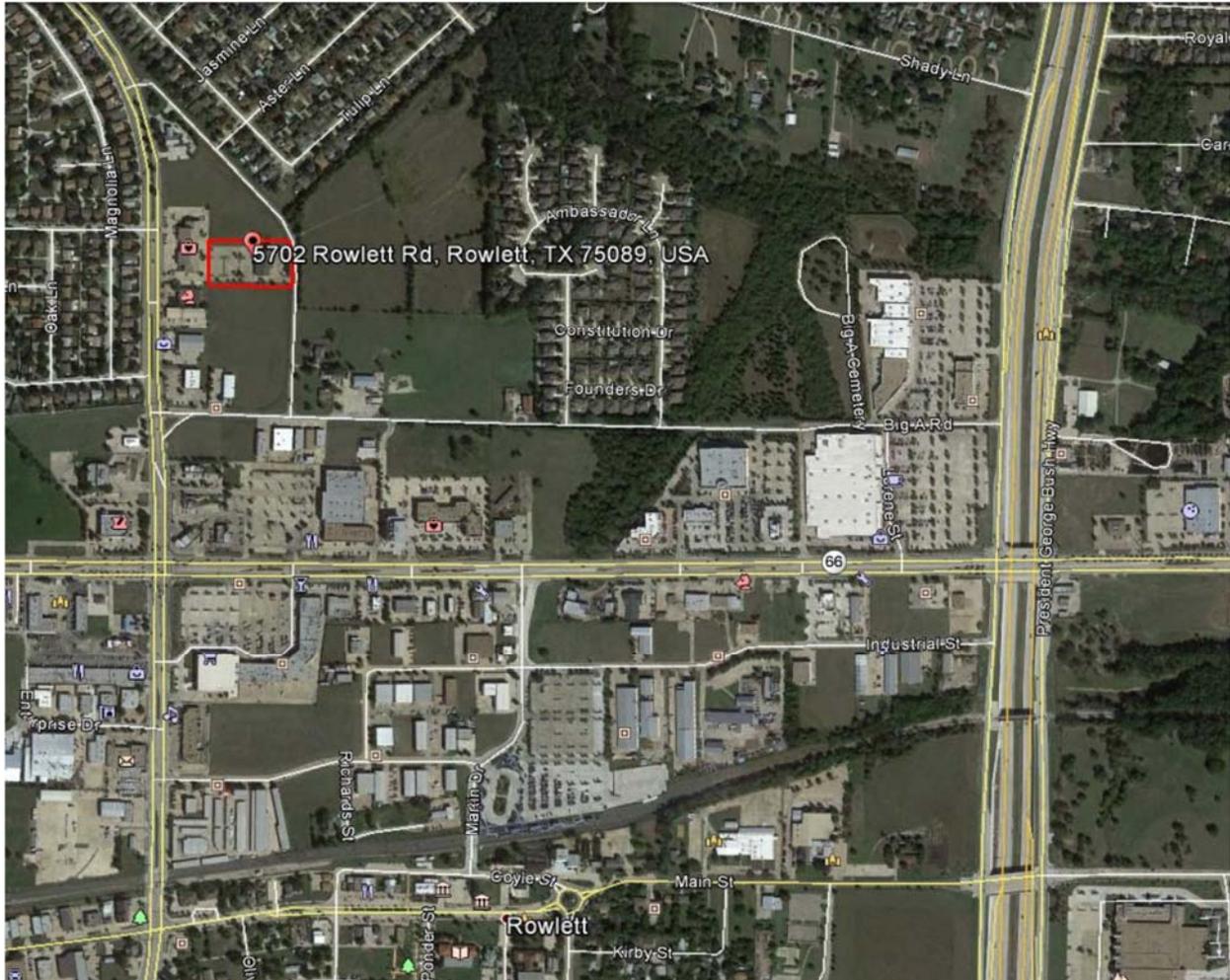


Figure 3 - Location map for 5702 Rowlett Road

Staff considered several methods of financing the purchase including five and seven-year tax notes and conventional financing through the City's bank, American National Bank. Based on the information gathered, staff recommends that the City work with First Southwest, the City's financial advisors, on the sale of a seven-year tax note. First Southwest is estimating an interest rate of less than two percent (2%). This will result in a payment that is less than currently budgeted for the annual lease payment previously envisioned for this project.

There are several positive elements regarding the purchase of the building versus a lease payment. By acquiring the facility outright, the tax notes can be sold as tax-exempt, yielding a lower interest rate. Also, when the library moves out, the City will have the option to relocate Fire Administration from the Luna Building (4701 Rowlett Road, \$1,141,695 replacement value) and Development Services from their building (3901 Main Street, \$809,798 replacement value). These buildings could then be sold for commercial development purposes using the proceeds to repay the tax note. Another alternative would be for the City to re-sell the building and use the proceeds to repay the tax note at that time.

FINANCIAL/BUDGET IMPLICATION

The City has budgeted \$770,000 in FY2015 and FY2016 as part of the Library transition plan associated with a short-term lease. Originally, \$200,000 of these funds were to be reserved for the finish-out expense in FY2016 when the Library relocates back to Downtown Rowlett. Moving costs in the amount of \$40,000 are reserved in this budget and \$185,000 for the note payment in FY2016, leaving \$345,000 for improvements.

At the January 6th meeting, Council provided direction to staff to include the renovation and relocation expense in the tax note. Based on this direction, to roll all the transition costs into the seven-year tax note, the \$345,000 may be freed for other uses in FY2015 and FY2016.

To secure financing of the purchase and transition costs, staff has evaluated two options. First Southwest, the City's financial advisor has prepared estimates for five and seven-year tax notes. Staff also consulted with the City's bank, American National Bank for lease/purchase financing of the facility for similar terms. After comparing these proposals, staff recommends that the City work with First Southwest on a seven-year tax note with an estimated annual payment of \$195,000 at an estimated interest rate of 1.85 percent.

Based on Council direction for acquisition and renovation of the property, a separate staff report and action by Council is also scheduled as a companion piece to this item on the January 13th and January 20th City Council agenda to provide the financing for the building.

RECOMMENDED ACTION

Staff recommends City Council approve and ratify the real estate purchase agreement for property located at 5702 Rowlett Road as part of the Library transition plan.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING A CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 5702 ROWLETT ROAD, BEING MORE SPECIFICALLY DESCRIBED HEREIN, FOR THE RELOCATION OF THE ROWLETT PUBLIC LIBRARY; AUTHORIZING THE MAYOR TO EXECUTE APPROPRIATE DOCUMENTS TO EFFECT THE ACQUISITION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett, Texas, finds and determines that the Rowlett Public Library must be relocated to accommodate construction of downtown improvements that will include floor space for the library; and

WHEREAS, the City Council further finds and determines that City staff has located an appropriate temporary location and facilities for the library at 5702 Rowlett Road that will accommodate the library on a temporary basis and that can be used for other City facilities when and if the library moves to its intended location in the downtown area, and that staff has entered into a contract to purchase the real estate; and

WHEREAS, the City Council further finds and determines that the property and facilities at 5702 Rowlett Road are proper and appropriate for use as a public library and that the terms and provisions of the purchase contract are appropriate; and

WHEREAS, the City Council desires to approve and ratify the contract entered into by staff and to authorize the Mayor to execute such other documents as may be necessary and appropriate to accomplish and effect the acquisition of the property described herein.

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

Section 1: That the recitals contained hereinabove are true and correct.

Section 2: That the City Council of the City of Rowlett, Texas, does hereby find and determine that a public need and necessity exists for the acquisition of the property located at 5702 Rowlett Road, said property being more specifically described as being Lot 1R, Block 1 of Rowlett Medical Plaza Campus Addition, an Addition to the City of Rowlett, Dallas County, Texas, according to the Replat thereof recorded under County Clerk's Instrument No. 201300383770, Official Public Records, Dallas County, Texas, to be used and occupied by the Rowlett Public Library or for such other uses and purposes as the Council may later determine.

Section 3: That the City Council does hereby approve and ratify the Purchase Contract, attached hereto and incorporated herein as Exhibit "A," does further authorize the Mayor to execute such documents as may be necessary and appropriate to accomplish said acquisition and transfer of the property described herein; and, does further authorize the City Manager or his designee to pay such title expenses, closing costs, and other such costs as may be required by law to close the purchase and sale of the property.

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

ATTACHMENT

Exhibit A – Purchase and Sale Agreement

PURCHASE AND SALE CONTRACT

Seller: Broymed Rowlett Limited Partnership &
CC Rowlett MOB LLC
800 Golfview Park
Lenoir, North Carolina 28645-5843
Phone:
Email:

With copy to:
Brackett Flagship Properties, LLC
2701 Coltsgate Road, Suite 300
Charlotte, North Carolina 28211
Attn: Ryan Dawson
Phone: (704) 971-8910
Email: ryan@brackettflagship.com

Purchaser: City of Rowlett, Texas
4000 Main Street
Rowlett, Texas 75088
c/o City Manager
(972) 412-6100
Email:

Title Company: American Title Company of East Texas
4702 Rowlett Road, Ste. 100
Rowlett, Texas 75088
Attn: Teri Schibler
Phone: 972-475-0508
Fax: 972-475-2983
Email:

Property: Being a 1.913 acre tract known as 5702 Rowlett Rd., and being more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, and together with all Improvements and fixtures thereon, described hereinafter as the "Purchased Property."

Closing Date: January 30, 2015

Purchase Price: Eight Hundred Thousand and no/100 Dollars (\$800,000.00), payable in immediately available funds

WHEREAS, the City of Rowlett, Texas (the "City"), a municipal corporation, desires to

purchase the Purchased Property from the Seller for a public purpose;

WHEREAS, the Seller desires to sell the Purchased Property to the City under the terms and conditions provided herein;

1. Sale and Purchase; Earnest Money. Seller agrees to sell, and the City agrees to purchase, the Purchased Property as provided in this Contract. No later than 5:00 p.m. Central Standard Time on December 29, 2014, the City shall deposit with the Title Company an earnest money deposit of Ten Thousand and no/100 Dollars (\$10,000.00) (the "Earnest Money"). The Earnest Money shall be non-refundable to the City except in the event of a Seller default under this Contract. At Closing, the Earnest Money shall be applied to the Purchase Price at Closing and delivered to the Seller. The Title Company, by its signature hereto, agrees to hold the Earnest Money in escrow in accordance with the terms of this Contract.

2. Title and Survey. City, at City's expense, shall use its reasonable best efforts to procure, on or before December 30, 2014: (i) a current commitment for title insurance for the Purchased Property from the Title Company setting forth the state of title to the Purchased Property together with any easements or restrictions (existing or created pursuant hereto) benefiting the Purchased Property, together with all exceptions or conditions to such title, and copies of any tax statements for the Purchased Property and (ii) legible, true and correct copies of all documents referenced in the title commitment ("Title Documents").

City shall use reasonable best efforts to cause to be completed, at City's expense, on or before December 30, 2014, an updated land title survey ("Survey") of the Purchased Property prepared by a registered public land surveyor acceptable to the City. The Survey shall be certified to the City and shall include: (i) the actual boundaries and dimensions of, and area within, the Purchased Property; (ii) a metes-and-bounds field note legal description of the Purchased Property; (iii) the location of any easements, set-back lines, encroachments, overlaps, roadways including proposed rights-of-way, paving, and waterways, including volume and page references, if applicable; (iv) the outside boundaries and dimensions of all improvements; (v) the surveyor's registered number and seal, the date of the survey, and a certificate reasonably satisfactory to the City; (vi) a statement that the Purchased Property has access to and from a publicly dedicated street or road; and, (vii) information sufficient to cause the Title Company to delete the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" in the Owner's Title Policy.

Review of Title and Survey. The City shall have until January 5, 2015 to examine the Title Commitment, Title Documents, and Survey, and to specify to Seller in writing those items reflected thereon which the City finds objectionable ("Title Objections"). On or before January 9, 2015, Seller shall notify the City in writing as to which Title Objections it agrees to correct or remove at or prior to closing of the sale of the Purchased Property to City, and to the extent Seller fails to provide any notification to City, it shall be deemed to have declined to correct or remove any of the Title Objections. On or before January 16, 2015, if Seller has declined to correct or remove any one of the Title Objections raised by the City, the City may, by written notice to the Seller, terminate this Contract (in which event the Seller shall retain the Earnest Money). To the extent the City does not exercise its right to terminate this Contract pursuant to

the terms of this Section 2, all items on the Title Commitment and other exceptions to title which are not corrected or removed by Seller shall be deemed "Permitted Exceptions," the City shall be deemed to have waived all or any of its objections related thereto, and at Closing, the title to the Purchased Property shall be subject to no exceptions to title other than the Permitted Exceptions and any exceptions consented to by the City.

3. Closing. The closing of the sale of the Purchased Property as set forth herein (the "Closing") shall occur on the Closing Date at the Title Company, and may occur by the use of mails, with Title Company acting as closing and escrow agent for the parties hereto. At the Closing: (a) Seller shall deliver to the Title Company: (i) a Special Warranty Deed, in the form attached hereto as Exhibit "B", (ii) assignment of Seller's interest in any leases, service contracts, brokerage agreements, or other contracts related solely to possession of or provision of services to the Purchased Property, to the extent assignable; and (iii) possession of the Purchased Property, subject to the Permitted Exceptions; and (b) the City shall deliver to Seller the Purchase Price via wire transfer of funds and such other documents as may be reasonably required by the Seller or the settlement agent in connection with the Closing. City shall be obligated, at its sole cost and expense, to ensure the issuance of a Texas owner's policy of title insurance (or equivalent) insuring title of the Purchased Property to the City.

Pursuant to the terms of Section 9 of this Contract, ad valorem taxes, assessments, and any other charges against the Purchased Property shall be prorated as of the Closing Date and such taxes as may be attributable to any period preceding and including the date of Closing shall be the responsibility of the Seller as of the Closing Date. All rents, issues and profits of the Purchased Property shall be prorated as between the City and the Seller as of the Closing Date, and any such rents, issues and profits received or attributable to any period preceding and including the date of Closing shall be the Seller's.

Seller hereby agrees to pay and be responsible for the following closing costs: (i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Purchased Property; (ii) one-half (1/2) of the Title Company's escrow fees, if any; (iii) all costs and expenses incurred by or on behalf of the Seller, including Seller's attorney's fees; and, (iv) such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein. the City hereby agrees to pay and be responsible for the following closing costs: (i) one-half (1/2) of the Title Company's escrow fees, if any; (ii) all costs and expenses incurred by or on behalf of the City, including the City's attorney's fees; (iii) all fees and premiums for the Basic Owner's Title Policy and costs, fees, or premiums associated with any endorsements to the Basic Owner's Title Policy; (iv) the cost for the Survey of the Purchased Property; and (v) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

4. Form of Deed. The City acknowledges and agrees that the Purchased Property will be conveyed by Seller at Closing by Special Warranty Deed in the form attached hereto as Exhibit "B".

5. Representation and Covenants. Seller represents and covenants that:

- a. Seller's Authority. The person signing this Contract on behalf of or as Seller has the full right, power, and authority to enter into this Contract as Seller, and to carry out Seller's obligations, including the conveyance of the Purchased Property and Seller's interest, if any, in the mineral estate related to the Purchased Property, to the City as provided in this Contract, without the joinder of any other person.
- b. Title. As of the Effective Date of this Contract, Seller has good and indefeasible fee simple title to the Purchased Property and the mineral estate, free and clear of any liens, encumbrances or adverse claims other than the Permitted Exceptions, and Seller has disclosed to the City all agreements related to the Purchased Property to which it is party and which are not reflected on the public record.
- c. Parties In Possession. There are no parties in possession of the Purchased Property other than as may have been disclosed to the City by the Seller as of the Effective Date of this Contract. There are no leases (written or oral) or agreements relating to the use or possession of the Purchased Property, other than: (a) that certain Commercial Lease by and among the Seller and Jyothi R. Rereddy MD PA, (the "Rereddy Lease") with a commencement date of March 1, 2014 and (b) any other agreements disclosed to the City by the Seller as of the Effective Date of this Contract or otherwise reflected on the public record. All such leases shall be Permitted Exceptions.
- Seller shall remain, at Closing, responsible for repayment of any security deposits or other liabilities associated with the Rereddy Lease that predate Closing and that may arise from its position as Landlord. Seller agrees to indemnify and defend the City from and against all liabilities, claims, losses and damages, including attorney's fees, arising on or before the Closing Date in any way associated with Seller's ownership and lease of the Purchased Property. The City agrees to indemnify and defend the Seller from and against all liabilities, claims, losses and damages, including attorney's fees, arising after the Closing Date in any way associated with the City's ownership and lease of the Purchased Property. These covenants shall survive the Closing Date.
- d. Compliance With Regulations. Seller has not received any written notice that the Purchased Property violates any restrictive covenant, or any city, county, state or federal regulation, ordinance or statute.
- e. Access. The Purchased Property has access to and from a publicly dedicated street or road, and to the best of Seller's current actual knowledge there is no pending or threatened action that would result in the termination or impairment of such access.

- f. Mechanic's Liens. There are no, and will not be at Closing any, unpaid bills for labor or materials furnished to Seller in connection with the Purchased Property that could cause a mechanic's or materialmen's lien to be filed against the Purchased Property.
- g. Encumbrances. Seller shall not hereafter encumber the Purchased Property and shall not, through action or omission, allow the placement or recordation of any encumbrances or liens of any kind against the Purchased Property following the Effective Date hereof, without having first obtained written consent of the City therefor.

All warranties, representations, covenants, obligations and agreements contained in this Contract shall survive the execution and delivery of this Contract and shall survive the Closing for a period of four (4) years. Thereafter, no party hereto shall have the right to sue the other for any breach of a warranty, representation, covenant, obligation or agreement contained in this Agreement; provided that there shall be no limitations on any party's ability to seek, at any time after Closing (notwithstanding the foregoing four year survival period), applicable remedies at law or in equity for any knowing and willful breach of any covenant, obligation or agreement, or any material misrepresentation knowingly made by the Seller hereunder. In no case shall any party hereto be liable for any indirect, consequential, or punitive damages on account of the other party's breach of any warranties, representations, covenants, obligations or agreements contained in this Contract.

6. Inspection. the City represents that as of the Closing Date, the City will have fully inspected the Purchased Property, will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Purchased Property for all purposes whatsoever, including but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics, if any; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters; and, the character and suitability of the Purchased Property. All such investigations shall be made at City's sole cost and expense. Notwithstanding anything in this Contract to the contrary, the City shall not make any soil borings in the Purchased Property, or conduct any other invasive testing, sampling, or investigation at the Purchased Property without having received the written consent of Seller, which such consent may be withheld in Seller's sole discretion. In all cases, City shall provide Seller notice of its intent to access the Purchased Property at least two days prior to its entry (or its agents' or contractors' entry) thereon, and shall not in any case be permitted to inspect portions of the Purchased Property occupied by any tenant unless accompanied by a representative of Seller or its property management company. City hereby covenants and agrees to promptly restore the Purchased Property to its original condition following any activity of City thereon, and to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, causes of action and suits arising out of any activity of the City or its agents, contractors or employees on the Purchased Property. City shall conduct all tests, investigations and studies of the Purchased Property in a manner which does not unreasonably interfere with Seller's or any tenant's enjoyment or use of the Purchased Property, and shall not permit any liens to attach to the Purchased Property in connection with its

exercise of its rights hereunder or any other activity it conducts on the Purchased Property prior to Closing.

7. **Remedies.** If the City defaults, Seller's sole remedy shall be to terminate this Contract and retain the Earnest Money as liquidated damages. If Seller defaults, the City's sole remedy shall be to terminate this Contract and receive return of the Earnest Money.

8. **Notices.** Notices must be in writing to and given at the addresses stated above by delivery service, electronic mail or fax. Notices shall be effective: (a) upon receipt, if delivered by facsimile or electronic mail; (b) on the third day after deposit in the custody of the US Postal Service, if properly addressed with sufficient postage affixed; and (c) on the first business day after having been delivered to a national overnight air courier service.

9. **Ad Valorem Taxes.** All ad valorem taxes relating to the Purchased Property for the year of the Closing shall be prorated as of the date of Closing. If the amount of taxes for that year are not known at the time of Closing, the proration shall be based on the taxes for the year prior to Closing (i.e., the sum of the prior year appraised value times the tax rates of each taxing jurisdiction having authority over the Purchased Property), and such tax proration shall be final. Likewise, any other amounts normally prorated between Seller and the City, such as rents and utility bills, if any, shall be prorated between Seller and the City as of the date of Closing. Seller shall not be responsible for (and the City hereby agrees that it shall indemnify the Seller from) any ad valorem taxes related to the Purchased Property accruing, or otherwise attributable to any period following the Closing Date. Seller shall be responsible for any and all rollback taxes related to the Purchased Property, and this obligation shall survive the Closing Date.

10. **Hazardous Materials.** Seller represents and warrants that it has received no written notice, and has no actual knowledge (other than any matters reflected in environmental reports disclosed to the City in writing, or any Hazardous Materials on or around the Purchased Property as may be typically used in the operation of properties like the Purchased Property and existing thereon in accordance with applicable law), of the existence of any Hazardous Materials in, on, under, or around the Purchased Property, nor of any violation of Environmental Law.

- a. For purposes of this section, the following terms shall have the following meanings:

Environmental Laws shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA");

(ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (“RCRA”); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

Hazardous Materials means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law.

- b. Prior to the Closing, Seller shall be solely responsible for compliance with Environmental Laws and for remediation of any Hazardous Materials in accordance with Environmental Law and other applicable laws at or in connection with the Purchased Property.

SELLER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES HARMLESS FROM AND AGAINST ALL LOSS, LIABILITIES, DAMAGES, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE COSTS OF DEFENSE) ARISING OUT OF OR ASSOCIATED, IN ANY WAY, WITH THE PURCHASED PROPERTY’S NON-COMPLIANCE WITH ENVIRONMENTAL LAWS AS OF THE EFFECTIVE DATE, OR THE EXISTENCE OF HAZARDOUS MATERIALS IN, ON, OR ABOUT THE PURCHASED PROPERTY AS OF THE EFFECTIVE DATE, OR A BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS SECTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, CRIMINAL OR CIVIL STATUTE OR COMMON LAW, BUT EXCLUDING ANY LOSS, LIABILITIES, DAMAGES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF CITY’S, OR ITS AGENTS’, CONSULTANTS’, OR EMPLOYEES’, ACTIVITIES ON THE PURCHASED PROPERTY. THIS INDEMNITY SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PURCHASED PROPERTY TO THE CITY.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING THE PURCHASED PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, OF, AS TO, OR CONCERNING (A) THE

NATURE AND CONDITION OF THE PURCHASED PROPERTY, INCLUDING, BUT NOT BY WAY OF LIMITATION, THE ENVIRONMENTAL CONDITION THEREOF OR THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS MATERIALS THEREON, THE CONDITION OF ANY PHYSICAL STRUCTURES, AND THE WATER, SOIL, OR GEOLOGY AND THE SUITABILITY OF THE PURCHASED PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT THEREON; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY; (C) THE COMPLIANCE OF THE PURCHASED PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; AND (D) THE ZONING OF THE PURCHASED PROPERTY. THE CITY ACKNOWLEDGES AND REPRESENTS TO SELLER THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED PROPERTY, CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PURCHASED PROPERTY AND NOT ON ANY MATERIALS PROVIDED BY SELLER OR ANY OTHER INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. CITY FURTHER ACKNOWLEDGES (I) THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PURCHASED PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND NOT NECESSARILY FROM SELLER; (II) SELLER HAS MADE NO INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (III) SELLER MAKES NO REPRESENTATIONS AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SALE OF THE PURCHASED PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE-IS" BASIS.

11. Miscellaneous.

- a. Entireties. This Contract contains the entire agreement of the parties pertaining to the Purchased Property. This Contract may be executed in any number of counterparts which together shall constitute the agreement of the parties. The parties further agree that the delivery of a party's signature by facsimile or other electronic transmittal (including electronic mail) shall have the same legal effect as the delivery of such party's original signature, and the parties may rely upon the binding and enforceable effect of such delivery. The article headings herein contained are for purposes of identification only and shall not be considered in construing this Contract.
- b. Modifications. This Contract may only be modified by a written document signed by all parties.
- c. Assignment. The City may not assign its rights under this Contract to any person or entity without the express written consent of Seller, nor may Seller assign its rights under this Contract to any person or entity without the express written consent of the City.
- d. Time is of the Essence. Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

- e. Non-Business Day. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.
- f. Effective Date. The Effective Date of this Contract shall be the date on which this Contract is fully executed by the City and Seller with all additions and changes initialed by the City and Seller.
- g. Governing Law. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Dallas County, Texas. Exclusive venue for any action arising under this Contract shall be in the state courts of proper jurisdiction of Dallas County, Texas.
- h. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, successors and permitted assigns.
- i. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Contract.
- j. Immunity. Nothing contained within this Contract shall in any way be construed so as to constitute a waiver of the City's sovereign, governmental, official, legislative, qualified or other immunities, all such immunities being expressly retained. No provision of this Contract shall in any way be construed so as to create any rights, causes of action or duties arising in or owing to any third person not a party to this Contract.
- k. Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties to this Contract and supersedes any prior understandings or written or oral agreements between the parties concerning the purchase of the Purchased Property.
- l. Independent Consideration. Seller and the City hereby acknowledge and agree that Twenty-Five and No/100 Dollars (\$25.00) (the "Independent Contract Consideration") has been bargained for and paid to the Seller as consideration for Seller's execution and delivery of this Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Contract, and is non-refundable in all events.

- m. Rereddy Lease Termination. On or before December 30, 2014, Seller shall deliver a notice of termination of the Rereddy Lease in accordance with the terms of the Rereddy Lease, indicating that the Rereddy Lease shall terminate no later than January 30, 2015.
- n. Broker. Seller and the City hereby acknowledge 3L Realty Group LLC (the "Broker") is the Seller's listing broker for the Purchased Property. The Broker will be paid a Professional Services Fee by Seller pursuant to the terms of a separate agreement. Seller hereby authorizes and instructs any title company escrow officer, or any other person handling the closing of any transaction, to pay and disburse such fee directly to Broker in conjunction with the Closing pursuant to payment instructions provided by the Broker at such time and the closing statement prepared by the parties.

[Signature Page Follows]

EXECUTED on this the 23rd day of December, 2014.

The City:

CITY OF ROWLETT, TEXAS

By: Brian Funderburk
Brian Funderburk, City Manager

ATTEST:

Stacey Chadwick
CITY SECRETARY-Deputy

THE CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23rd day of December, 2014, by Brian Funderburk, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.



Stacey Chadwick
Notary Public, State of Texas

EXECUTED on this the ____ day of _____, 2014.

Seller:

BROYMED ROWLETT LIMITED PARTNERSHIP, a Texas limited partnership

By: Broyhill Medical Properties, LLC, a North Carolina limited liability company, General Partner

By: Broyhill Investments, Inc., a North Carolina corporation, as Manager

By: M. Hunt Broyhill (SEAL)
Name: M. Hunt Broyhill
Title: President

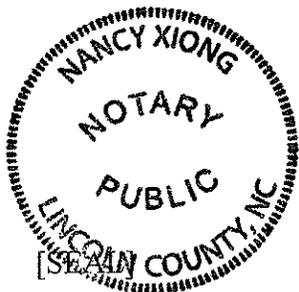
SELLER'S ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Caldwell

§
§
§

This instrument was acknowledged before me on the 23rd day of December, 2014, by M. Hunt Broyhill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Nancy Xiong, Nancy Xiong.
Notary Public, State of North Carolina



My commission expires: March 23, 2019

Title Company:

AMERICAN TITLE COMPANY OF EAST TEXAS

By: _____ (SEAL)

Name: _____

Title: _____

SELLER'S ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Notary Public, State of _____

[SEAL]

My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT CERTAIN Lot 1R, Block 1 of Rowlett Medical Plaza Campus, an Addition to the City of Rowlett, Dallas County, Texas, according to the plat recorded on December 20, 2013 under Clerk's File No. 2013-00383770, Plat Records, Dallas County, Texas.

EXHIBIT "B"

Special Warranty Deed

**NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED
FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER.**

**STATE OF TEXAS §
 § SPECIAL WARRANTY DEED
COUNTY OF DALLAS §**

Date: _____

Grantors: Broymed Rowlett Limited Partnership
 and
 CC Rowlett MOB, LLC

Grantor’s Mailing Address: 800 Golfview Park, Lenoir, North Carolina 28645-5843

Grantee: City of Rowlett, Texas

Grantee’s Mailing Address: 4000 Main Street, Rowlett, Texas 75088

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration

Property (including any improvements): Property located at 5702 Rowlett Road, more specifically described in Exhibit “A.”

Reservations from and Exceptions to Conveyance and Warranty:

1. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
2. Visible and apparent easements and all recorded easements and dedicated rights-of-way over or across subject property.
3. Any and all licenses, easements, restrictions, covenants, conditions, reservations and any other matters of record, if any, applicable to the herein conveyed property or any part thereof.
4. Rights of tenants in possession of the subject property under unrecorded leases.

CC ROWLETT MOB, LLC, a Tennessee limited liability company

By: _____ (SEAL)

Name: _____

Title: _____

SELLER'S ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Notary Public, State of _____

[SEAL]



City of Rowlett
Staff Report

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

AGENDA DATE: 01/13/15

AGENDA ITEM: 8B

TITLE

Consider action to approve a resolution expressing official intent to reimburse cost of a project related to the acquisition of property at 5702 Rowlett Road.

STAFF REPRESENTATIVE

Alan Guard, Chief Financial Officer

SUMMARY

City Council has directed staff to move forward on the acquisition of the building at 5702 Rowlett Road for use as a library. At the January 6th meeting, Council provided direction to staff to include the renovation and relocation expense in the tax note. Staff recommends that the City sell a seven-year tax note to finance the purchase, renovations and relocation costs. The sale of the note will be brought forward to City Council on a separate agenda item at the January 20, 2015, meeting.

The City will receive the proceeds of the sale February 19th. The City will use cash from the General Fund to close the sale prior to receiving the proceeds. City Council is required to pass a resolution expressing the intent to reimburse the General Fund.

BACKGROUND INFORMATION

The Village of Rowlett project is a \$30 million project on approximately 12 acres of City-owned property in Downtown that will introduce a range of urban densities within modern housing concepts, local retail, commercial destinations and high quality pedestrian amenities. As part of this development and redevelopment, the existing structure that houses the Library will need to be removed. City staff has briefed Council over the past several months on the transition plan timeline and has held discussions with Council in Executive Session associated with negotiations on various interim locations for the Library. As a result of those discussions and negotiations, the City Manager has executed a real estate purchase agreement for property located at 5702 Rowlett Road.

Staff has evaluated various financing options for the purchase and has recommended the sale of a seven-year tax note. Since the proceeds from the sale will not be received before the closing of the purchase, the City will have to use funds from the General Fund to complete the transaction. In order to use the proceeds from the sale to reimburse the General Fund, City Council must pass a resolution expressing that intent.

DISCUSSION

The 5702 Rowlett Road location was identified as the location that met or exceeded the majority of the objectives identified with an overall lease and improvement cost estimated at \$600,000. As part of the evaluation by City staff and discussions with the property owner, consideration was given to acquisition of the property versus a short-term lease. That analysis indicated that the City could acquire the building, make improvements and have a location for future City uses with an asset that could be sold at a future date. That analysis compared the short term costs (24 month lease payments and improvements) estimated at \$600,000 versus acquiring the building for \$800,000 and making the improvements necessary to house and operate the library.

The 5702 Rowlett Road property consists of a 10,140 square foot single-store office/medical office building on 1.9 acres of property located between Rowlett Road and Old Rowlett Road. The site is fully improved with 90 parking spaces and is approximately 0.3 miles from the existing Library location in Downtown

Staff has evaluated various financing options for the purchase and has recommended the sale of a seven-year tax note. Since the proceeds from the sale will not be received before the closing of the purchase, the City will have to use funds from the General Fund to complete the transaction. In order to use the proceeds from the sale to reimburse the General Fund, City Council must pass a resolution expressing that intent.

Since City Council directed staff to include the renovation and relocation expenses as part of the tax note, it is recommended that the reimbursement resolution state the same amount as the tax note, \$1,250,000. While the City may receive the proceeds before any expenses are made for transition costs it is recommended that they match for consistency.

FINANCIAL/BUDGET IMPLICATIONS

The General Fund has sufficient funds to cover the purchase price of the facility and any potential transition costs, but only on a temporary basis. The acquisition of the building was not included in the FY2015 budget. Therefore, it is necessary that City Council approve the reimbursement resolution so that the proceeds from the sale of the tax note can be used to make the General Fund whole.

RECOMMENDED ACTION

It is staff's recommendation that Council approve the resolution expressing official intent to reimburse the cost of the project.

RESOLUTION

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COST OF A PROJECT.

WHEREAS, the City of Rowlett, Texas (the "Issuer") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the project described on Exhibit "A" hereto (the "Project") prior to the issuance of tax-exempt obligations or other obligations for which a prior expression of intent to finance or

refinance is required by Federal or state law (collectively and individually, the “Obligations”) to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate principal amount not to exceed \$1,250,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

ATTACHMENT

Exhibit A – Project Description

Exhibit "A"

Acquisition of a building for a municipal library, renovations and relocation expenses, and other municipal purposes.