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 20, 2015 | **5:45 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 (5:45 P.M.)* **Times listed are approximate.**

2A. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney pertaining to the settlement of pending litigation: Angela Figura vs. City of Rowlett. (15 minutes)

2B. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney pertaining to anticipated litigation considering the use of the power of eminent domain to acquire property and the initiation of condemnation proceedings under Chapter 21, Texas Property Code, to acquire real property generally located at 2609 Lakeview Parkway and 5404 Kenwood Drive for use as a public street. (30 minutes)

2C. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to discuss and deliberate regarding commercial or financial information relating to a business prospect that the City seeks to have locate, stay or expand in the City for economic development purposes and to receive legal advice from the City Attorney for property generally located at the southwest corner of Merritt Road and Hickox Road. (30 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

2D. The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park and to receive legal advice from the City Attorney relating to Elgin B. Robertson Park. (60 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

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

3A. Discuss Final Design Plan for Herfurth Park Renovations. (30 minutes)

3B. Discuss Kids Kingdom Fundraising Goals. (30 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

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

INVOCATION

PLEDGE OF ALLEGIANCE

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

5. PRESENTATIONS AND PROCLAMATIONS

5A. Proclamation for Robert Camack for his service to the Senior Advisory Board and seniors of Rowlett.

5B. 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 13, 2015, City Council Meeting.

7B. Consider an ordinance abandoning a 0.663± acre portion of Princeton Road, an unimproved street right-of-way, generally located south of Old Princeton Road.

7C. Consider an ordinance accepting a right-of-way dedication for a portion of Princeton Road consisting of a 65 foot wide roadway comprised of 0.564± acres of unimproved street right-of-way generally located south of Old Princeton Road.

7D. Consider a resolution approving a Facilities Agreement between the City of Rowlett, Texas and Bullitt Training Fields, LLC, for the construction of a 0.564± acre, 65 foot wide portion of Princeton Road, generally located south of Old Princeton Road.

7E. Consider action to approve a resolution providing support of the submission of an application to the 2015 Competitive Housing Tax Credit Program through the Texas Department of Housing and Community Affairs for the project proposed by Evergreen Rowlett Senior Community, L.P.

7F. Consider action to approve a resolution accepting the proposal and awarding a contract for the relocation of the Chamber of Commerce Building to D4 Construction Services, LLC in the amount of $374,688, and authorizing the City Manager to execute the necessary documents.

7G. Consider action to approve a resolution to authorize the City Manager to execute a Subrecipient Grant Agreement with Life Message, Inc. in the amount of $27,931 for funding of health and human services that primarily benefit low-income recipients during the 2014 CDBG program year.

7H. Consider an action to approve a resolution approving 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 in the amount of $1,799,933.60 after a $200,000 down payment.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

8A. Consider an ordinance calling a Special Election to consider a local option election to legalize the sale of alcoholic beverages to be held on Saturday, May 9, 2015.

8B. Consider adoption of an ordinance authorizing the issuance and sale of City of Rowlett, Texas Limited Tax Note, Series 2015; levying an annual ad valorem tax and providing for the payment of said note; providing an effective date; and enacting other provisions relating to the subject.

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 15th day of January 2015, by 5:00 p.m.

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 2A

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney pertaining to the settlement of pending litigation: Angela Figura vs. City of Rowlett. (10 minutes)

City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 01/20/15 **AGENDA ITEM:** 2B

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney pertaining to anticipated litigation considering the use of the power of eminent domain to acquire property and the initiation of condemnation proceedings under Chapter 21, Texas Property Code, to acquire real property generally located at 2609 Lakeview Parkway and 5404 Kenwood Drive for use as a public street. (30 minutes)

City of Rowlett

Staff Report

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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 2C

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to discuss and deliberate regarding commercial or financial information relating to a business prospect that the City seeks to have locate, stay or expand in the City for economic development purposes and to receive legal advice from the City Attorney for property generally located at the southwest corner of Merritt Road and Hickox Road. (30 minutes)

City of Rowlett

Staff Report

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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 2D

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park and to receive legal advice from the City Attorney relating to Elgin B. Robertson Park. (60 minutes)

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City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 3A

TITLE

Discuss Final Design Plan for Herfurth Park Renovations. (30 minutes)

STAFF REPRESENTATIVE

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

SUMMARY

Herfurth Park has been identified as a key amenity in the redevelopment of downtown Rowlett. The purpose of this item is to provide the recommended master plan concept design by La Terra Studio.

BACKGROUND INFORMATION

As indicated above, Herfurth Park has been identified as a key amenity in the redevelopment of downtown Rowlett. In 2012 a plan to redesign the park began to be discussed. Part of that discussion included the type of park Herfurth should be in the future and how it would serve the community and the downtown area. In 2013 the park was identified by City Council as a potential site for Kids Kingdom. In 2014 staff was asked to continue developing a master plan for the park that would be inclusive of Kids Kingdom or recommend a type of playground to put at the redeveloped park.

During the March 2014 Parks and Recreation Advisory Board meeting, City staff, along with a representative from La Terra Studio, presented four concepts for Herfurth Park. The Parks Board recommended the fourth concept to the City Council. This concept represented a dog park, water feature, connectivity to the adjacent neighborhood and school as well as space for Kids Kingdom. One of the key points of discussion during the board meeting was the placement of Kids Kingdom at Herfurth Park. After considering the overall vision of downtown, the Parks Board voted to recommend the concept without the placement of Kids Kingdom in the park. Instead, the Board recommended a large playground but not the Kids Kingdom concept.

In June 2014, the City Council determined that the appropriate location for Kids Kingdom will be at Pecan Grove Park rather than Herfurth Park. City Council discussed whether or not the concepts of the plan should be a part of the upcoming bond election in 2015. City Council agreed with the preferred concept of the Parks and Recreation Advisory Board. These concepts are as follows:

Concept 2: This concept provides a classic axial design with several focal points along a central axis of the park. A dual sided pavilion is located in the upper portion of the park that can serve large or smaller more intimate performances. The lower portion of the park provides open space fields, and area for a playground, spray ground as well as a neighborhood dog park. Parking is

provided by surface lots along the sides of the park as well as at the southern end adjacent to the heavier uses.

Concept 4 (Preferred): The preferred concept is a modified version of Concept 2. Added to the concept is a water feature adjacent to the dog park to help draw visitors into the park. Parking areas have been adjusted and additional space for a concept playground was determined desirable. The dog park would be sized correctly to provide an amenity for downtown residents, realizing this site is not the location for a City-wide supporting dog park. The food truck plaza from concept 3 may be incorporated into the area to the north on this plan.

DISCUSSION

Each of these concepts can be developed with a range of finishes, amenities, and final build out. It is feasible that in order to transform the current Herfurth Park into a high design, multi-use, downtown amenity as presented here, the cost could range from $4 to $6 million. Extremely important in the concept is the connection to future improvements in downtown and how the vision fits into the redevelopment of downtown.

What will be presented during this work session is the plan of a phased approach to redeveloping Herfurth Park. To date, the concepts presented have not been developed to the level of precise cost estimation. This plan provides more of the cost estimations and amenities gained. Currently, efforts to coordinate this park design and other downtown efforts are underway.

FINANCIAL IMPLICATIONS

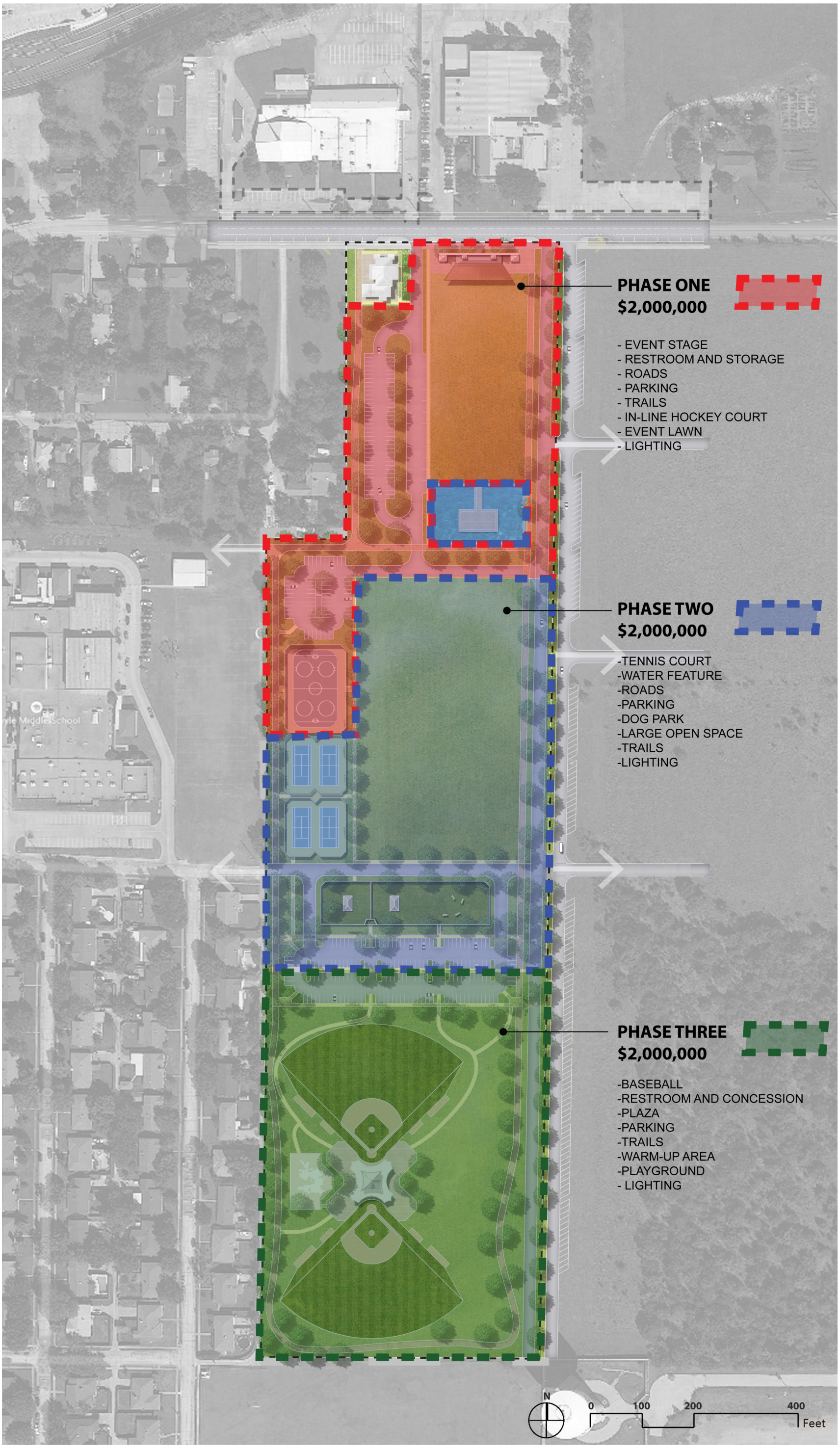
The estimated cost for this concept is approximately $4 to $6 million. A possible funding source would be a bond item as a part of the bond election scheduled for May 2015 or in phases to include future bond elections.

RECOMMENDED ACTION

City staff seeks direction from Council to move forward with the plan as presented and to provide consensus with regard to including the project, in whole or in phases, on the 2015 bond election.

ATTACHMENT

Attachment 1 – Master Plan Concept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- RESTROOM AND STORAGE
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- PARKING
- TRAILS
- IN-LINE HOCKEY COURT
- EVENT LAWN
- LIGHTING
PHASE TWO
$2,000,000
-TENNIS COURT
-WATER FEATURE
-ROADS
-PARKING
-DOG PARK
-LARGE OPEN SPACE
-TRAILS
-LIGHTING
PHASE THREE
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-RESTROOM AND CONCESSION
-PLAZA
-PARKING
-TRAILS
-WARM-UP AREA
-PLAYGROUND
- LIGHTING
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City of Rowlett

Staff Report

4000 Main Street
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www.rowlett.com

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 3B

TITLE

Discuss Fundraising Goals for Kids Kingdom. (30 minutes)

STAFF REPRESENTATIVE

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

SUMMARY

In Spring of 2013 Kids Kingdom was deconstructed due to severe maintenance needs and the fact that the treated wood of the playground had been banned because it was treated with Chromated Copper Arsenate (CCA). After the removal of the playground, the City Council committed $100,000 towards the rebuilding of a New Kids Kingdom and challenged the community to initiate fundraising efforts for a new playground to match the City contribution, with $100,000 being the initial fundraising goal as stated in the June 4, 2013, City Council work session. Fundraising efforts to match Council's commitment began soon after by the PARDners Foundation with limited success. We expect an increase in donations after we get an actual cost of what it will take to replace the playground.

BACKGROUND INFORMATION

The Parks Advisory Board has established an Ad-Hoc playground committee to lead the rebuild efforts of the New Kids Kingdom. In December 2014, the firm Play-By-Design was selected through the RFQ process as our consultant on this project. The playground committee has established several sub-committees in the areas of materials, tools, marketing, food, volunteers, site coordinator, general coordinator, child care, special needs and fundraising. Each subcommittee chairperson has been given roles and responsibilities.

The Playground Committee met on Monday, January 5, 2015, to discuss plans for the upcoming "Playground Design Unveiling Day" and fundraising goals. The committee decided to table establishing fundraising goals until after we have the cost estimate for the New Kids Kingdom from the consultants. The goal for the Unveiling Day will be to establish a volunteer base, which is necessary as we progress towards a build day.

During the week of January 5, 2015, over 5,000 letters were sent home to students in the Rowlett elementary schools inviting parents to bring their kids to our "Playground Design Unveiling Day", which will be held on Friday, January 16, 2015, at the Rowlett High School Cafeteria from 6:00pm to 8:00pm. The children were given the opportunity as a project to submit drawings of their New Kids Kingdom. Those drawings were collected by staff and given to the designers from Play-By-Design, who will use those drawings to create a conceptual design inspired by the children's drawings. The drawings will be put on display in the Rowlett High School Cafeteria during the unveiling event.

DISCUSSION

Initially, the Playground Committee has not established a fundraising goal at this time for the rebuild of Kids Kingdom. Their preference is to wait until we have an actual cost of the playground then to establish a fundraising goal. We anticipate having an estimate from Play-by-Design sometime during the week of January 26, 2015. Also, the committee has had discussions relative to the upcoming bond as to how much money will be allocated for Kids Kingdom. We anticipate knowing the amount being recommended by February 17, 2015. Once the bond amount is decided along with the actual cost estimate for construction, the committee feels a fundraising goal can be established. The committee wants to be certain that any fundraising goals that are established are realistic and obtainable. In addition to the aforementioned $100,000 committed by the City Council, there is an estimated $13,338 that has been raised through the PARDners Foundation, Keep Rowlett Beautiful, and some funds were donated directly to the City. If the goal of matching $100,000 is still the target, then considerable work remains to be done.

Currently, a majority of the Committee has expressed the opinion to eliminate the fundraising efforts entirely. Their idea is that a successful bond can finance the entire project. However the prior stated Council goal of $100,000 has not yet been met.

The purpose of our discussion tonight is to seek guidance on the following questions:

- Does the Council want to pursue fundraising efforts originally stated in the June 4, 2013, work session? ($100,000 matching funds to City contribution)
- Does the Council want to set different goals (larger or smaller) other than the original $100,000 Council stated goal?
- Does the Council want fundraising dollars to offset overall project costs or be used to pay for amenities?
- Does the Council want to defer the fundraising efforts until the cost estimate and bond targets are set?
- Does the Council want to eliminate the fundraising goals altogether with the intent of funding the project entirely through the bond election?

FINANCIAL/BUDGET IMPLICATIONS

Financial implications are unknown at this time. Funding and budgetary considerations will be determined pending the outcome of discussions with the City Council and their planned direction.

RECOMMENDED ACTION

Staff seeks direction to determine fundraising goals, timing and processes.

City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 5A

TITLE

Proclamation for Robert Camack for his service to the Senior Advisory Board and seniors of Rowlett.

STAFF REPRESENTATIVE

Jermel Stevenson, Director of Parks and Recreation

SUMMARY

The recommendation for a proclamation for Robert Camack was made by Della Vickers, Senior Advisory Board Chair, as a way to honor his service to the Senior Advisory Board and the senior citizens of Rowlett. Mr. Camack volunteers as an instructor for computer classes held at Rowlett Library for seniors. It is reported that he is an excellent instructor and he graciously offers his contact information to students in the event they have computer problems and need assistance. Many have called upon him for his services. Robert also volunteers his time at a computer repair shop in Rowlett and if a senior's computer issue becomes too difficult, he will take the computer to the shop and repair it there. Robert continues to assist the Senior Advisory Board by helping out with some of the educational programs such as the Health Fair.

BACKGROUND INFORMATION

During the Senior Advisory Board meeting on October 20, 2014, Tammy Dana-Bashian mentioned to members that City Council recognizes people frequently for those who do things above and beyond. If this board knew of someone who fit this description for a proclamation to submit the request to Director of Parks and Recreation. Additionally this could also be a way to share information with others about the seniors in the community.

Della Vickers, Senior Advisory Board Chair, submitted a proclamation request on behalf of Robert Camack. Mr. Camack was a past member of the Senior Advisory Board for two years and a past president of the Golden Classics, a senior organization in Rowlett. He and his late wife, Ann, were active with their churches, First United Methodist of Rowlett and First United Methodist of Rockwall. Bob was a trustee with First United Methodist of Rowlett and could be found working around the church grounds.

ROBERT EUGENE CAMACK

WHEREAS, Robert Camack has been a resident of the City of Rowlett for over seven years, and is a compassionate citizen to all; and

WHEREAS, Robert has volunteered many hours helping people with their computers; he has been and continues to be an instructor for computer classes for seniors on numerous occasions held at the Rowlett Library. Robert offers students his contact information in the event they have computer problems in which many have called upon his services. He also assists seniors when they try to purchase a new computer by providing guidance and information then shows them how to operate the computer; and

WHEREAS, Robert volunteers his time and experience at a computer repair shop in Rowlett and if a senior citizen's computer problem becomes difficult he will take the computer to the shop and repair it there; and

WHEREAS, he was a past president of the Golden Classics, a senior organization in Rowlett and was a member of the Rowlett Senior Advisory Board for two years but even when he is not a member he continues to assist the Senior Advisory Board with their programs such as the Health Fair; and

WHEREAS, he shaped and touched many lives of all ages as being a trustee at the First United Methodist Church of Rowlett in which he was often found working around the church; and

WHEREAS, Robert's personal and professional impact on the Rowlett community is still sensed today through him serving the seniors.

NOW, THEREFORE, I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby extend our thanks, gratitude and appreciation to Robert Camack for his dedicated and faithful service to the Rowlett community.

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/14 **AGENDA ITEM**: 5B

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
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www.rowlett.com

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7A

TITLE

Consider action to approve minutes from the January 13, 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 13, 2015, City Council Meeting.

ATTACHMENT

01-13-15 City Council Meeting minutes

City of Rowlett

Meeting Minutes

City Council

4000 Main Street
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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.

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 5:01 p.m.

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)

Council convened in Executive Session at 5:01 p.m. Out at 5:10 p.m.

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)

Jim Proce, Assistant City Manager, introduced members of the CIPTF who were present and reviewed the challenges in planning for a bond election; the bond goals ($25+ million, no tax increase, three-year implementation plan); the process of project development and associated ranking criteria; existing debt service and upcoming debt capacity, which allows for the bond package without an increase in taxes; upcoming dates for review with CIPTF and the next steps.

Mr. Proce then reviewed the recommended list of projects: Phase I – Lake Country Estates, Advanced Traffic Management System, Right turn lane on Main Street and PGBT, Phase I – Dalrock Estates, Alley Reconstruction Program, Phase I – Highland Meadows, Sidewalk Connections, Wet Zone Water Park, Hike & Bike Trail Plan, Kids Kingdom, Rowlett Community Centre Renovation, Lakeside Park, Springfield Park, Community Park, Shoreline Improvements, Herfurth Park, Nature Trail, Veterans Park, Pecan Grove Park, Shorewood Park, Katy Railroad Park – Soccer, Twin Star Park, Rowlett Community Centre – Senior Wing Addition, Katy Railroad Park – Phase 2, Public Safety Training Center/Close fiber ring/New Fire Station Design, Merritt Road Interconnector – Phase 2, Traffic Signal at Chiesa Road and Liberty Grove Road, and Public Access Boat Ramp to Lake Ray Hubbard.

Council discussion regarding the process for determining which streets were included, additional funding options for some of the projects, variable costs associated with the projects, design only and phasing of projects, and discussion points noted during deliberative process.

Mayor Gottel and Brian Funderburk, City Manager, thanked the members of the CIPTF and staff for their hard work and diligence during this process and asked for their continued participation in upcoming meetings.

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)

Due to time constraints, Council reconvened in Work Session at the conclusion of the Regular Session to discuss this item.

Marc Kurbansade, Director of Development Services, provided an update on the responses to the RFP and the basis for the selection. Upon further discussion, it was the consensus of Council to proceed with the award of the contract at an upcoming meeting.

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

Laura Hallmark, City Secretary, provided Council with an update as to the status of the application and subsequent petition for a local option election. The requisite number of signatures were obtained and the election will be ordered at the January 20, 2015, City Council meeting.

4. DISCUSS CONSENT AGENDA ITEMS

Council took a short break at 7:27 p.m.

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

Council reconvened in Regular Session at 7:33 p.m.

INVOCATION – Mayor Gottel

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

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.

Mayor Pro Tem Gallops announced that CERT is holding basic training classes on February 7th and 14th. For additional information, visit www.rowlettcitizenscorps.org.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

7A. Consider action to approve minutes from the January 6, 2015, City Council Meeting.

This item was approved on the Consent Agenda.

Passed the Consent Agenda

A motion was made by Councilmember Sheffield, seconded by Councilmember van Bloemendaal, 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. 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.

Jim Grabenhorst, Director of Economic Development, provided background on the relocation process, the timeline for renovations, and the costs associated with the purchase and renovations and highlighting the negotiated purchase price versus listing price. Council discussion regarding environmental issues and documentation for possible future sale.

A motion was made by Councilmember Sheffield, seconded by Councilmember Bobbitt, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as RES-002-15

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.

Alan Guard, Chief Financial Officer, outlined the details of the funding and noted the change in the anticipated cost of $1,250,000 and the actual cost of $1,235,000. Council discussion

regarding the benefit to the City to purchase this property versus a short-term lease, the benefit of the renovations allowing for other uses upon completion and anticipated resale value.

A motion was made by Mayor Pro Tem Gallops, seconded by Councilmember Dana-Bashian, to approve the item with a modification of the amount in Section 1 to read $1,235,000. The motion carried with a unanimous vote of those members present. This item was adopted as RES-003-15

After a short break at 8:02 p.m., Council reconvened in the Work Session to discuss item 3B.

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

No action was taken.

9. ADJOURNMENT

Mayor Gottel adjourned the meeting at 8:12 p.m.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7B

TITLE

Consider an ordinance abandoning a 0.663+/- acre portion of Princeton Road, an unimproved street right-of-way, generally located south of Old Princeton Road.

STAFF REPRESENTATIVE

Marc Kurbansade, AICP, Director of Development Services

SUMMARY

On October 21, 2014, Staff brought forward a work session item to discuss and receive feedback from the City Council on a potential public/private partnership to realign and build a portion of Princeton Road. In brief summary, the Right-of-Way (ROW) for the portion of Princeton Road shown below was dedicated to the City of Rowlett when the surrounding properties were platted in 2005 and 2008. Since that time, road construction remains unfunded. With the recent opening of Waterview Plaza, the impending construction of The Homestead at Liberty Grove and with the potential addition of a new multi-sport complex, Staff deemed it important to revisit this roadway extension. Due to development in the area, the opportunity exists for a public/private partnership that could allow the City to achieve the construction of a larger portion of the road than would otherwise be possible.

As was discussed in October, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less-than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern in line with the Form Based Urban Village Zoning District that promotes future development of the properties in the area.

At the conclusion of the work session, the City Council directed Staff to pursue the realignment and public/private partnership in order to facilitate the road construction at this time. This process will require three different actions:

1. **Abandon the existing ROW.**
2. Dedicate new ROW establishing the preferred alignment previously discussed.
3. Enter into a facilities agreement with the developer in order to reimburse them for the cost of the project above and beyond what is roughly proportional to their development.

This report will address the first item, abandon the existing ROW.

BACKGROUND INFORMATION

As previously mentioned, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern. To that end, Staff has worked with the adjacent property owner, Bullitt Training Fields, LLC (referred to henceforth as "the developer") to create the following realignment that would straighten out the ROW and allow for a buildable block structure. Please note that any development shown in the following sketch is meant to illustrate how blocks *could* develop with the proposed alignment and in no way depicts an approved or required layout:

In order to achieve a cohesive street section, Staff proposed that the City pay for the construction of the portion of the street from Liberty Grove Road to the developer's property line (shown in red above); with the developer constructing the street section located on their property (shown in yellow above).

DISCUSSION

The first step in the aforementioned process is for the City to abandon the existing ROW per the ordinance included in this report. This is the first of three items that Council will be asked to act upon in sequence. Once Council has abandoned the ROW, then action can be taken to accept the proposed new ROW dedication (item 7C) that will realign Princeton Road. Lastly, Council will be asked to take action on a facilities agreement for the road construction (item 7D).

FINANCIAL/BUDGET IMPLICATIONS

While there are no direct financial implications related to the ROW abandonment specifically; the City's portion of the ultimate roadway construction is estimated not to exceed $279,002, based on preliminary cost estimates. This amount is subject to change based on final engineering.

As discussed in October, there are remaining bond funds originally committed to the Merritt Road Project in the amount of $200,000 that can be put towards this project. In addition, funds are also available through the City's Impact Fee account. The majority of the project will qualify to use impact fee funds. To date, there is $172,061 in the impact fee fund that is available for eligible project expenses. Staff intends to exhaust the available impact fee funds for all eligible expenses prior to using CIP funds.

A budget amendment will be required in the future to create a project within the CIP budget.

RECOMMENDED ACTION

Staff recommends that the Council abandon the ROW as outlined in this report and detailed in the following ordinance.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, ABANDONING PART OF A STREET RIGHT-OF-WAY, CONSISTING OF A PORTION OF PRINCETON ROAD, AN UNIMPROVED STREET RIGHT-OF-WAY, GENERALLY SOUTH OF OLD PRINCETON ROAD AND CONSISTING OF 0.663 ACRES, IN FAVOR OF THE ABUTTING PROPERTY OWNER, BULLITT TRAINING FIELDS, LLC; RESERVING ANY AND ALL RIGHTS OF UTILITIES AND OTHER EASEMENT HOLDERS IN THE AREA TO BE ABANDONED; PROVIDING THAT THIS ORDINANCE SHALL CONSTITUTE A QUITCLAIM DEED THAT MAY BE RECORDED WITH THE COUNTY CLERK OF DALLAS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas, has determined that the street right-of-way described hereinafter is no longer needed for public purposes; and,

WHEREAS, the owner of the property abutting the hereinafter described street right-of-way, Bullitt Training Fields, LLC, desires that said street right-of-way be abandoned.

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

SECTION 1. That a part of the hereinafter described right-of-way for street and road purposes is no longer needed or necessary for public purposes and should be abandoned in favor of Bullitt Training Fields, LLC, the abutting property owner. The street right-of-way being abandoned herein is a 65-foot wide right-of-way described as Princeton Road generally south of Old Princeton Road, consisting of 0.663 +/- acres and being more specifically described in Exhibits "A" and "B" which are, by this reference, incorporated herein for all purposes.

SECTION 2. That the abandonment provided for herein shall extend only to the public right, title and interest which the City of Rowlett, Texas may have in and to said right-of-way, and shall be construed to extend only to such interest that the City Council of the City of Rowlett, Texas, may legally and lawfully abandon. This ordinance and the abandonment of the right-of-way described herein shall be and is hereby subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and the City reserves unto itself the right at any time to lay, construct, and maintain water, storm and sanitary sewer lines and appurtenances in and upon the real property described herein.

SECTION 3. That said street right-of-way be and is hereby abandoned, vacated and closed insofar as the right, title and interest of the public to such property are concerned. This abandonment ordinance shall constitute a quitclaim deed in favor of Bullitt Training Fields, LLC and a certified copy hereof may be filed in the Deed Records of Dallas County, Texas, to indicate and establish such abandonment.

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

SECTION 5. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

ATTACHMENTS

Exhibit A – Legal Description
Exhibit B – Graphic Depiction

65' RIGHT-OF-WAY ABANDONMENT

BEING a tract of land situated in the JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544, City of Rowlett, Dallas County, Texas and being part of Princeton Road, a 65 foot right-of-way dedicated by THE RIVER CHURCH ADDITION, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Book 2005016, Page 172, Map Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the southwest line of said Princeton Road for the northeast corner of Lot 2, Block A of said Addition;

THENCE North 44 degrees 23 minutes 51 seconds East, leaving said southwest line and with the northwest line of said Addition, a distance of 28.06 feet to a point for corner at the beginning of a curve to the left having a central angle of 21 degrees 13 minutes 31 seconds, a radius of 124.50 feet and a chord bearing and distance of North 33 degrees 47 minutes 03 seconds East, 45.86 feet;

THENCE Northeasterly, continuing with said northwest line and with said curve to the left, an arc distance of 46.12 feet to a 5/8 inch iron rod found in the northeast line of said Princeton Road for the most westerly northwest corner of Lot 1, Block B of said Addition, said point being at the beginning of a non-tangent curve to the right having a central angle of 18 degrees 01 minutes 54 seconds, a radius of 632.50 feet and a chord bearing and distance of South 16 degrees 46 minutes 45 seconds East, 198.23 feet;

THENCE Southerly, with said northeast line, the following three (3) courses and distances:

> Southerly, leaving said northwest line and with said curve to the right, an arc distance of 199.05 feet to a point for corner;
>
> South 07 degrees 45 minutes 49 seconds East, a distance of 66.98 feet to a point for corner at the beginning of a curve to the left having a central angle of 37 degrees 24 minutes 40 seconds, a radius of 567.50 feet and a chord bearing and distance of South 26 degrees 28 minutes 09 seconds East, 364.00 feet;
>
> Southerly, with said curve to the left, an arc distance of 370.55 feet to a point for corner;

THENCE North 45 degrees 35 minutes 54 seconds West, leaving said northeast line, a distance of 272.36 feet to a point for corner;

THENCE North 46 degrees 39 minutes 59 seconds West, a distance of 2.66 feet to a point for corner in the above mentioned southwest line of Princeton Road, said point being at the beginning of a non-tangent curve to the left having a central angle of 11 degrees 38 minutes 18

seconds, a radius of 632.50 feet and a chord bearing and distance of North 13 degrees 34 minutes 58 seconds West, 128.26 feet;

THENCE Northerly, with said southwest line, the following three (3) courses and distances:

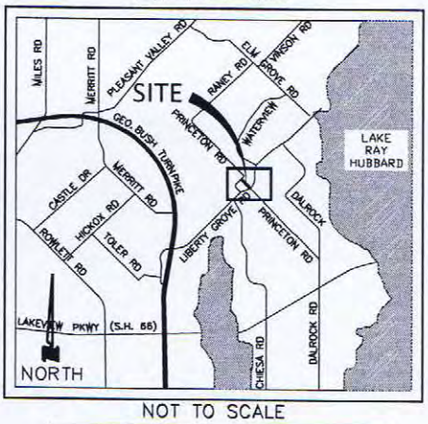
Northerly, with said curve to the right, an arc distance of 128.48 feet to a point for corner;

North 07 degrees 45 minutes 49 seconds West, a distance of 66.98 feet to a point for corner at the beginning of a curve to the left having a central angle of 14 degrees 43 minutes 31 seconds, a radius of 567.50 feet and a chord bearing and distance of North 15 degrees 07 minutes 34 seconds West, 145.45 feet;

Northerly, with said curve to the left, an arc distance of 145.85 feet to the **POINT OF BEGINNING** and containing 28,902 square feet or 0.663 acres of land, more or less.

EXHIBIT B

VICINITY MAP



NOT TO SCALE

LEGEND

M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
⊙ = 5/8" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
● = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE.

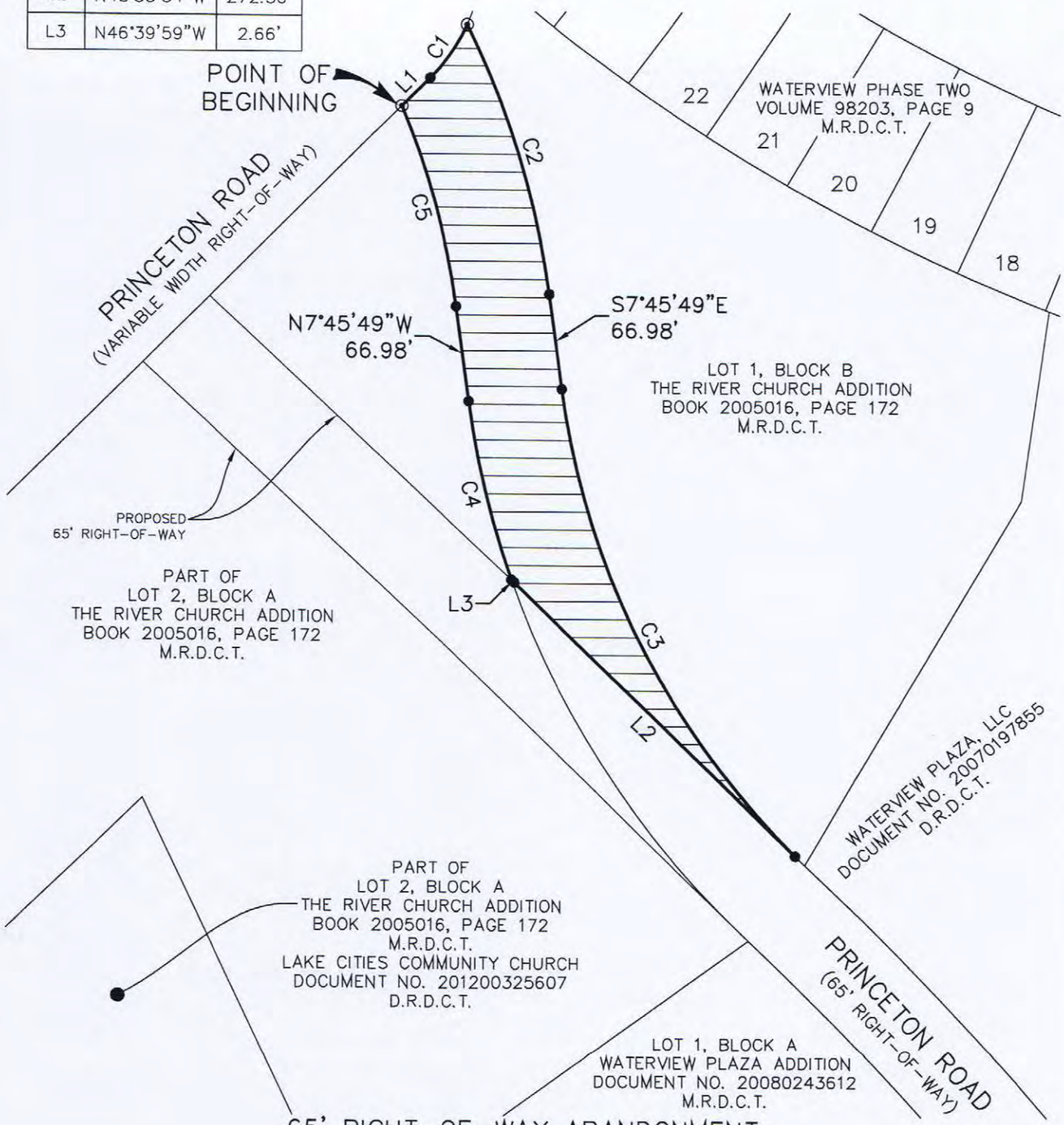
0 50 100 150
SCALE IN FEET

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	21°13'31"	124.50'	23.33'	46.12'	N33°47'03"E 45.86'
C2	18°01'54"	632.50'	100.36'	199.05'	S16°46'45"E 198.23'
C3	37°24'40"	567.50'	192.15'	370.55'	S26°28'09"E 364.00'
C4	11°38'18"	632.50'	64.46'	128.48'	N13°34'58"W 128.26'
C5	14°43'31"	567.50'	73.33'	145.85'	N15°07'34"W 145.45'

LINE TABLE

LINE	BEARING	LENGTH
L1	N44°23'51"E	28.06'
L2	N45°35'54"W	272.36'
L3	N46°39'59"W	2.66'



65' RIGHT-OF-WAY ABANDONMENT

28,902 SQUARE FEET OR 0.663 ACRES
JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

J. VOLK consulting
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100 Texas Registration No. F-11962

RSR 2014-12-30

Ryan S. Reynolds
Registered Professional Land Surveyor
No. 6385

STATE OF TEXAS REGISTERED RYAN S. REYNOLDS #6385 PROFESSIONAL LAND SURVEYOR

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7C

TITLE

Consider an ordinance accepting a right-of-way dedication for a portion of Princeton Road consisting of a 65 foot wide roadway comprised of 0.564± acres of unimproved street right-of-way generally located south of Old Princeton Road.

STAFF REPRESENTATIVE

Marc Kurbansade, AICP, Director of Development Services

SUMMARY

On October 21, 2014, Staff brought forward a work session item to discuss and receive feedback from the City Council on a potential public/private partnership to realign and build a portion of Princeton Road. In brief summary, the Right-of-Way (ROW) for the portion of Princeton Road shown below was dedicated to the City of Rowlett when the surrounding properties were platted in 2005 and 2008. Since that time, road construction remains unfunded. With the recent opening of Waterview Plaza, the impending construction of The Homestead at Liberty Grove and with the potential addition of a new multi-sport complex, Staff deemed it important to revisit this roadway extension. Due to development in the area, the opportunity exists for a public/private partnership that could allow the City to achieve the construction of a larger portion of the road than would otherwise be possible.

As was discussed in October, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern in line with the Form Based Urban Village Zoning District that dictates future development of the properties in the area.

At the conclusion of the work session, the City Council directed Staff to pursue the realignment and public/private partnership in order to facilitate the road construction at this time. This process will require three different actions:

1. Abandon the existing ROW.
2. **Dedicate ROW establishing the preferred alignment previously discussed.**
3. Enter into a facilities agreement with the developer in order to reimburse them for the cost of the project above and beyond what is roughly proportional to their development.

This report will address the second item, accepting the dedication of ROW to establish the preferred alignment.

BACKGROUND INFORMATION

As previously mentioned, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern. To that end, Staff has worked with the adjacent property owner, Bullitt Training Fields, LLC (referred to henceforth as "the developer") to create the following realignment that would straighten out the ROW and allow for a buildable block structure. Please note that any development shown in the following sketch is meant to illustrate how blocks *could* develop with the proposed alignment and in no way depicts an approved or required layout:

In order to achieve a cohesive street section, Staff proposed that the City pay for the construction of the portion of the street from Liberty Grove Road to the developer's property line (shown in red above); with the developer constructing the street section located on their property (shown in yellow above).

DISCUSSION

The first step in the aforementioned process is for the City to abandon the existing ROW. This step will be completed with the approval of companion item 7B. The second step is to accept the new proposed ROW dedication that will realign Princeton Road as outlined in Exhibit A. Lastly, Council will be asked to take action on a facilities agreement for the road construction, item 7D.

FINANCIAL/BUDGET IMPLICATIONS

While there are no direct financial implications related to the ROW abandonment specifically; the City's portion of the ultimate roadway construction is estimated not to exceed $279,002 based on preliminary cost estimates. This amount is subject to change based on final engineering.

As discussed in October, there are remaining bond funds originally committed to the Merritt Road Project in the amount of $200,000 that can be put towards this project. In addition, funds are also available through the City's Impact Fee account. The majority of the project will qualify to use impact fee funds. To date, there is $172,061 in the impact fee fund that is available for eligible project expenses. Staff intends to exhaust the available impact fee funds for all eligible expenses prior to using CIP funds.

A budget amendment will be required in the future to create a project within the CIP budget.

RECOMMENDED ACTION

Staff recommends that the Council accept the ROW dedication as outlined in this report and detailed in Exhibit A.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE DEDICATION AND CONVEYANCE TO THE CITY OF PROPERTY FOR STREET, ROADWAY AND UTILITY PURPOSES FROM BULLITT TRAINING, LLC, GRANTOR, ON PRIVATE PROPERTY SITUATED IN DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FOR THE PURPOSES OF REALIGINING PRINCETON ROAD, NORTH OF LIBERTY GROVE ROAD, FOR PUBLIC VEHICULAR ACCESS AND UTILITIES; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett, Texas finds and determines that the existing alignment of Princeton Road, north of Liberty Grove Road is needed for proper development of a tract of land in the City's territorial limits, and

WHEREAS, Bullitt Training, LLC, the owner of the land, has agreed to dedicate to the City the land needed to realign the relevant portion of Princeton Road; and

WHEREAS, the City Council of the City of Rowlett, Texas, finds and determines that acceptance of the land to be used as the realigned roadway is appropriate and in the best interests of the City of Rowlett, Texas.

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

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

Section 2: That the City Council of the City of Rowlett, Texas, does hereby accept the dedication and conveyance to the public of a sixty-five foot (65') street right-of-way and roadway being described as a part of Lot 2, Block A, of the River Church Addition to the City of Rowlett, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, including but not limited to public street, roadway and utility purposes.

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

ATTACHMENTS

Exhibit A – Dedication Deed

EXHIBIT A

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.

DEDICATION DEED
(Fee Simple)

PRINCETON ROAD
A 65-FOOT WIDE RIGHT-OF-WAY

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

That BULLITT TRAINING FIELDS, LLC, a Texas limited liability company ("**Grantor**"), in consideration of the mutual benefits of facilitating the construction of the Project (as defined below) and Ten and No/100 Dollars ($10.00) in hand paid by the CITY OF ROWLETT, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, GIVEN, AND CONVEYED**, and by these presents does **DEDICATE, GRANT, GIVE, GRANT AND CONVEY** unto Grantee all that certain lot, tract or parcel of land situated in the County of Dallas, State of Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements situated thereon and all rights, privileges and appurtenances thereto belonging (collectively, the "**Property**").

This Deed is made and accepted subject to the easements and restrictions (if any) as more fully described in Exhibit "B" attached hereto and incorporated herein by reference (the "**Permitted Exceptions**").

It is acknowledged and agreed that the Property herein dedicated, granted, given and conveyed unto Grantee is for the purpose of erecting, maintaining, repairing, and operating on the Property, certain roadway drainage and utility improvements, known as the Princeton Road Project (the "**Project**). The plans, specifications, and grade of the Project or any portion thereof shall be determined by Grantee in its sole discretion. The consideration exchanged between the parties hereto for the property interests acquired hereunder by Grantee shall be considered full compensation for such interests and for any severance damages, or any damages in the nature of damages to the remainder, or diminution in the value of, other lands belonging to Grantor, that may be claimed or asserted solely by virtue of such acquisition and use of the Property by Grantee, its successor or assigns, for the purposes described in the opening sentence of this paragraph. This provision shall not be construed as any restrain on the right of Grantee to convey fee simple title to the Property. Notwithstanding the area and shape of the Property, this Deed shall be construed as conveying all rights and appurtenances incident to an ordinary conveyance of land in fee simple.

Grantor shall have no direct access to the controlled access lanes and/or ramps of the Project from Grantor's remaining land, if any. Access to adjacent service roads, streets or other rights-of-way shall be permitted only as determined by the entity or entities exercising jurisdiction or control over said rights of way. Grantor shall have no greater or lesser right to use, or right to access to, the Project that that of the general public.

EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto **Grantee**, its successors and assigns forever, and **Grantors** do hereby bind themselves, their heirs, successor and assigns to warrant and forever defend all and singular the title to the property unto **Grantee**, its successors and assigns, against every person whom so ever lawfully claiming or to claim the above described property or any part thereof, by, through or under **Grantors**, but not otherwise.

EXECUTED this the 9 day of January, 2015.

GRANTOR:

BULLITT TRAINING FIELDS, LLC

By: _____
Melvin T. Bullitt, Its Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of January, 2015, by Melvin T. Bullitt, Manager of BULLITT TRAINING FIELDS, LLC, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this the 9 day of January, 2015
.

_____
Notary Public in and for the State of Texas

Notary Seal

NOTARY PUBLIC STATE OF TEXAS
OLIVIA JOHNSON
My Commission Expires
November 6, 2016

AFTER RECORDING, RETURN TO:

City of Rowlett
4000 Main Street
Rowlett, Texas 75088
ATTN: Development Services

EXHIBIT A

65' RIGHT-OF-WAY DEDICATION

BEING a tract of land situated in the JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544, City of Rowlett, Dallas County, Texas and being part of Lot 2, Block A of THE RIVER CHURCH ADDITION, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Book 2005016, Page 172, Map Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the southwest line of Princeton Road, a 65 foot right-of-way, for the northeast corner of said Lot 2;

THENCE South 44 degrees 23 minutes 51 seconds West, leaving said southwest line and with the northwest line of said Lot 2, a distance of 188.19 feet to the **POINT OF BEGINNING** of the tract of land herein described;

THENCE South 46 degrees 39 minutes 59 seconds East, leaving said northwest line, a distance of 287.05 feet to a point for corner in said southwest line of Princeton Road, said point being at the beginning of a non-tangent curve to the left having a central angle of 25 degrees 47 minutes 42 seconds, a radius of 632.50 feet and a chord bearing and distance of South 32 degrees 17 minutes 58 seconds East, 282.36 feet;

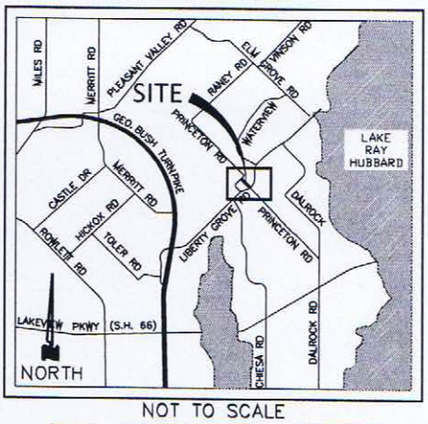
THENCE Southeasterly, with said southwest line and said curve to the left, an arc distance of 284.76 feet to a point for corner;

THENCE North 45 degrees 35 minutes 54 seconds West, leaving said southwest line, a distance of 271.52 feet to a point for corner;

THENCE North 46 degrees 39 minutes 59 seconds West, a distance of 290.30 feet to a point for corner in the northwest line of the above mentioned Lot 2;

THENCE North 44 degrees 23 minutes 51 seconds East, with said northwest line, a distance of 65.01 feet to the **POINT OF BEGINNING** and containing 24,570 square feet or 0.564 acres of land, more or less.

VICINITY MAP



NOT TO SCALE

LEGEND

M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
⊙ = 5/8" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
● = POINT FOR CORNER

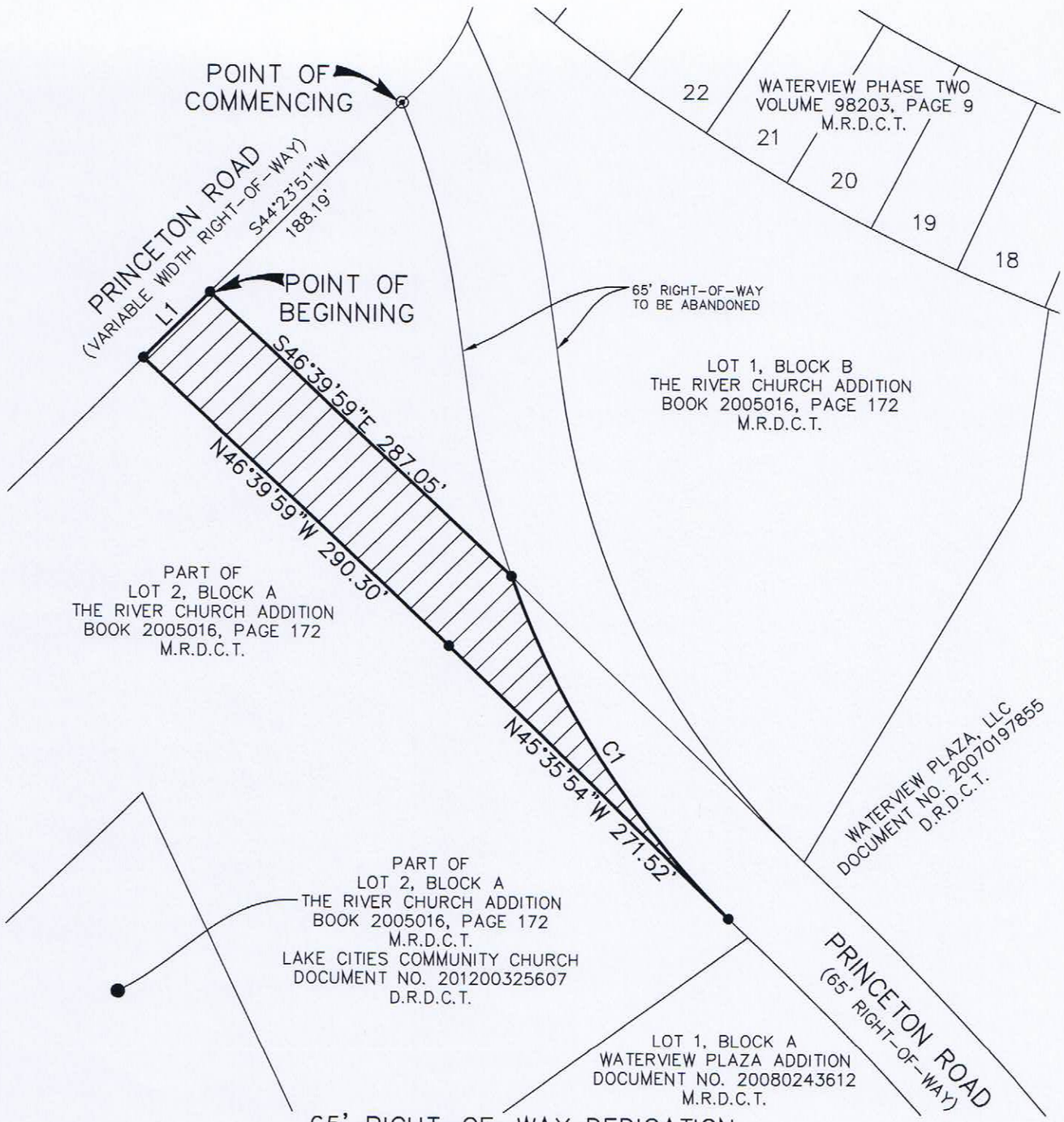
NOTE: BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE.

EXHIBIT A

0 50 100 150
SCALE IN FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°23'51"E	65.01'

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	25°47'42"	632.50'	144.83'	284.76'	S32°17'58"E 282.36'



65' RIGHT-OF-WAY DEDICATION

24,570 SQUARE FEET OR 0.564 ACRES
JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

J. VOLK consulting
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100 Texas Registration No. F-11962

RSR 2014-12-30
Ryan S. Reynolds
Registered Professional Land Surveyor
No. 6385

STATE OF TEXAS REGISTERED RYAN S. REYNOLDS #6385 PROFESSIONAL LAND SURVEYOR

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7D

TITLE

Consider a resolution approving a Facilities Agreement between the City of Rowlett, Texas and Bullitt Training Fields, LLC, for the construction of a 0.564± acre, 65 foot wide portion of Princeton Road, generally located south of Old Princeton Road.

STAFF REPRESENTATIVE

Marc Kurbansade, AICP, Director of Development Services

SUMMARY

On October 21, 2014, Staff brought forward a work session item to discuss and receive feedback from the City Council on a potential public/private partnership to realign and build a portion of Princeton Road. In brief summary, the Right-of-Way (ROW) for the portion of Princeton Road shown below was dedicated to the City of Rowlett when the surrounding properties were platted in 2005 and 2008. Since that time, road construction remains unfunded. With the recent opening of Waterview Plaza, the impending construction of The Homestead at Liberty Grove and with the potential addition of a new multi-sport complex, Staff deemed it important to revisit this roadway extension. Due to development in the area, the opportunity exists for a public/private partnership that could allow the City to achieve the construction of a larger portion of the road than would otherwise be possible.

As was discussed in October, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern in line with the Form Based Urban Village Zoning District that dictates future development of the properties in the area.

At the conclusion of the work session, the City Council directed Staff to pursue the realignment and public/private partnership in order to facilitate the road construction at this time. This process will require three different actions:

1. Abandon the existing ROW.
2. Dedicate ROW establishing the preferred alignment previously discussed.
3. **Enter into a facilities agreement with the developer in order to reimburse them for the cost of the project above and beyond what is roughly proportional to their development.**

This report will address the third item, the facilities agreement.

BACKGROUND INFORMATION

As previously mentioned, the current alignment of Princeton Road will potentially create oddly shaped lots that could lead to less than ideal development patterns. It is in the City's best interest to pursue a realignment that will foster a sustainable development pattern. To that end, Staff has worked with the adjacent property owner, Bullitt Training Fields, LLC (referred to henceforth as "the developer") to create the following realignment that would straighten out the ROW and allow for a buildable block structure. Please note that any development shown in the following sketch is meant to illustrate how blocks *could* develop with the proposed alignment and in no way depicts an approved or required layout:

In order to achieve a cohesive street section, Staff proposed that the City pay for the construction of the portion of the street from Liberty Grove Road to the developer's property line (shown in red above); with the developer constructing the street section located on their property (shown in yellow above).

DISCUSSION

The first step in the aforementioned process is for the City to abandon the existing ROW, which will be completed with the approval of companion item 7B. The second step is to accept the new ROW dedication that will realign Princeton Road, which will be completed with the approval of companion item 7C. Lastly, Council is being asked to take action on a facilities agreement (Exhibit A) for the road construction.

When staff evaluated the proposed agreement, there were notable negotiation points that were considered. First, the project was evaluated based on what offsite improvements would be required if the project was development without the roadway extension, bearing in mind that there is alternative access to the site through Old Princeton Road. It was determined that even if the extension did not occur, the developer would still have to run water, sewer, and drainage improvements through the existing ROW out towards Liberty Grove Road in the same location as shown in the preliminary design of the road extension. Due to that fact, those expenses were removed from the City's portion of the costs and will be the sole responsibility of the developer, with two exceptions. Staff requested that the developer upsize the required water line and drainage line to accommodate future development in the area, and as such, the City will incur the expense of the upsizing.

FINANCIAL/BUDGET IMPLICATIONS

The cost estimate included in Attachment 1 is based on preliminary schematics, not final construction plans and is subject to change. Based on the preliminary plans, the City's portion of the construction costs are estimated to be $279,002. Should the actual costs exceed the estimate, then Council action will be required to amend the facilities agreement prior to proceeding. It should be noted that the above amount includes a 20 percent contingency and staff does not anticipate that the final costs will exceed that amount or, if so, will be minimal.

As discussed in October, there are remaining bond funds originally committed to the Merritt Road Project in the amount of $200,000 that can be put towards this project. In addition, funds are also available through the City's Impact Fee account. The majority of the project will qualify to use impact fee funds. To date there is $172,061 in the impact fee fund that is available for eligible project expenses. Staff intends to exhaust the available impact fee funds for all eligible expenses prior to using CIP funds.

A budget amendment will be required in the future to create a project within the CIP budget.

RECOMMENDED ACTION

Staff recommends that the Council approved the facilities agreement as outlined in this report and included as Exhibit A.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A FACILITIES AGREEMENT BETWEEN THE CITY OF ROWLETT, TEXAS AND BULLITT TRAINING FIELDS, LLC, FOR THE REALIGNMENT OF PRINCETON ROAD NORTH OF

LIBERTY GROVE ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the realignment of the planned location of Princeton Road, north of Liberty Grove Road is needed to promote and encourage proper development of the adjacent tracts of land; and

WHEREAS, the developer, Bullitt Training Fields, LLC, desires to construct that portion of Princeton Road that lies within the boundaries of its tract and the City desires to realign the Princeton Road right-of-way in order to maximize development potential of the land, improve public access, and encourage the highest and best use of land; and

WHEREAS, the City and the property owner have agreed to share the costs of the roadway improvement whereby the City will reimburse the property owner for those costs that exceed the costs otherwise attributable to the property owner's portion of the road project; and

WHEREAS, the City Council desires to approve an agreement with Bullitt Training Fields, LLC, whereby the City shall be responsible for the payment of the additional costs associated with the roadway improvement project over and above the costs attributable to the property owner, and the Council finds and determines that the agreement is in the best interest of the public health, safety and welfare.

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

Section 1: That the City Council of the City of Rowlett, Texas, hereby approves the Facilities Agreement by and between the City and Bullitt Training Fields, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "A."

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

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

ATTACHMENTS

Exhibit A – Facilities Agreement
Attachment 1 – Preliminary cost estimate

STATE OF TEXAS	§	
	§	
	§	**FACILITIES AGREEMENT**
	§	
COUNTY OF DALLAS	§	

This Facilities Agreement (this "Agreement") is made by and between the City of Rowlett, Texas, a Home Rule municipality (the "City"), by and through its authorized representative, and Bullitt Training Fields, LLC (hereinafter, "Developer"), by and through its authorized representative to be effective on _____, 2015 (the "Effective Date"). The City and the Developer are each a referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Developer owns certain real property (the "Property") in Rowlett, Texas, situated in Dallas County, consisting of approximately 9.0 acres, which is more particularly described as Lot 1, Block B and Lot 2, Block A of the River Church Addition as described in Exhibit A;

WHEREAS, the City has approved plans to allow the Property to be developed as a multisport complex in accordance with the Regulating Plan approved by the City on January 9, 2015 (the "Project");

WHEREAS, the extension of Princeton Road (the "Road") that runs through the Property is shown on the City's Master Thoroughfare Plan as amended by the City Council on July 24, 2012;

WHEREAS, the City contemplates that future growth around and near the Property will continue to occur over time and, the extension of the Road improves the Property's and surrounding properties' development potential by providing adequate transportation services to accommodate existing and future growth, the City finds and determines that it would be in the best interest of the public health, safety and welfare, to agree with the Developer to construct the Road beyond that which is needed by the Developer;

WHEREAS, the City proposes that the Developer will construct and install the Road, as depicted on Exhibit B.

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

1. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the

final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2. Land Subject to Agreement. The land that is subject to this Agreement is the approximately 9.0 acre Property.

3. Road Improvements. The Developer will design, install, and construct the Road in its entirety, and shall bear all costs of design and construction. The design and construction of the Road will be in accordance with applicable ordinances, regulations and construction standards and details of the City at the time of the execution of this Agreement. The Developer shall require its contractor performing Road improvements to provide to the City a maintenance bond covering all improvements for a period of two (2) years from the date of final acceptance of such improvements by the City. Thereafter, the City shall be responsible for maintenance of the sanitary sewer line improvements. The Developer or its contractor shall furnish and provide a Performance Bond for the facilities that are the subject of this Agreement, guarantying full and faithful performance of the contract by the general contractor. The sureties on such bonds shall be sureties authorized to conduct business in the State of Texas.

4. Term. The Developer shall commence construction no later than July 23, 2015, and shall complete the Road within three (3) months after the commencement of construction. The phrase "commencement of construction" as used in this section refers to the date that the City releases the project for construction. Time is of the essence.

5. Reimbursement. The City shall reimburse the Developer a maximum amount not to exceed $279,002.00 without approval of a modified facilities agreement, which is intended to be compensation for the additional costs incurred in the construction of the Road beyond that which is roughly proportionate to accommodate the Project. City shall reimburse the Developer within 60 days of the acceptance of all infrastructure related to the Project, including but not limited to the Road. Landscaping is excluded from this requirement and shall be installed prior to the issuance of the Certificate of Occupancy. To be entitled to reimbursement, the Developer shall furnish the City with contracts, invoices, charges, proof of payment and such other documents as may be reasonably required by the City to verify construction costs and payment for all work.

6. Default. (a) In the event that either Party fails to comply with any of the provisions of this Agreement, and such failure continues for a period of thirty (30) days after the non-performing Party delivers notice thereof to the other Party, (or if such failure cannot reasonably cured within such 30 days, and the non-performing Party does not commence to cure same within such 30 days and diligently pursue such cure until completion), the non-performing Party may pursue such remedies as may be available to compel performance.

(b) Should the Developer default in its performance under this agreement, the City may, in addition to any other remedies at law or in equity, refuse to issue building permits for the Development until such default is cured, and/or seek specific performance of this Agreement.

(c) Notwithstanding anything contained within this section or this Agreement to the contrary, the parties agree that the City does not and shall not be deemed to waive its defenses or immunities, whether sovereign, governmental, official, qualified or otherwise, from suit or liability, by entering into and performing its obligations under this Agreement.

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

If to Developer:

Bullitt Training Fields LLC
2908 Sean Cv.
Sachse, TX 75048

If to City:

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

8. Condition Subsequent. If the Developer or its designee has not been granted final acceptance of the Project infrastructure including the Road within nine (9) months after the Effective Date, the City has the option to terminate this Agreement upon thirty (30) days prior written notice to the Developer if the Developer or its designee does not complete said improvements within such 30-day notice period.

9. Assignment of Agreement. This Agreement shall not be assigned by either Party without the other Party's prior written consent, except that this Agreement may be assigned to an affiliated entity of the Developer (defined as a parent or subsidiary

company or an entity which owns at least a controlling interest in Developer) or a subsequent owner of the Property without the City's consent following delivery of written notice of the assignment to the City.

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

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

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

13. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement. This Agreement is not intended to and shall not be construed as any form of development approval, grant agreement, or waiver of fees of any kind.

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

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

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

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

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

SIGNED this _____ day of _____, 2015.

CITY OF ROWLETT, TEXAS

By: _____
Todd W. Gottel, Mayor

ATTEST:

By: _____
City Secretary

SIGNED this _____ day of _____, 2015.

BULLITT TRAINING FIELDS, LLC

By: _____
Melvin Bullitt

ATTEST:

By: _____

LEGAL DESCRIPTION
TRACT ONE
4.077 ACRES

BEING a tract of land situated in the JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544, City of Rowlett, Dallas County, Texas and being all of Lot 1, Block B of THE RIVER CHURCH ADDITION, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Book 2005016, Page 172, Map Records, Dallas County, Texas and being part of Lot 2, Block A of said Addition and being all of that tract of land described as Tract 1 in Deed to Bullitt Training Fields, LLC, as recorded in Document No. 201400307111, Deed Records, Dallas County, Texas and being part of that tract of land described as Tract 2 in Deed to Bullitt Training Fields, LLC, as recorded in Document No. 201400307111, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a red plastic cap stamped "CARTER & BURGESS" found in the southwest line of WATERVIEW PHASE TWO, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Volume 98203, Page 9, Map Records, Dallas County, Texas for the common northeast corner of said Lot 1 and most northerly northwest corner of that tract of land described in Deed to Waterview Plaza, LLC, as recorded in Document No. 20070197855, Deed Records, Dallas County, Texas;

THENCE South 07 degrees 53 minutes 15 seconds West, leaving said southeast line and with the common south line of said Lot 1 and northwest line of said Waterview Plaza, LLC tract, a distance of 134.23 feet to a 5/8 inch iron rod with a red plastic cap stamped "CARTER & BURGESS" found for corner;

THENCE South 29 degrees 55 minutes 53 seconds West, continuing with said common line, a distance of 294.92 feet to a 5/8 inch iron rod found in the northeast line of Princeton Road, a 65 foot right-of-way, for the common south corner of said Lot 1 and most westerly southwest corner of said Waterview Plaza, LLC tract, said point being at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 03 minutes 02 seconds, a radius of 2,032.50 feet and a chord bearing and distance of North 45 degrees 53 minutes 23 seconds West, 1.80 feet;

THENCE Northwesterly, with said northeast line, the following five (5) courses and distances:

> Northwesterly, leaving said common line and with said curve to the left, an arc distance of 1.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a reverse curve to the right having a central angle of 00 degrees 44 minutes 24 seconds, a radius of 567.50 feet and a chord bearing and distance of North 45 degrees 32 minutes 41 seconds West, 7.33 feet;
>
> Northwesterly, with said curve to the right, an arc distance of 7.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 45 degrees 35 minutes 54 seconds West, a distance of 272.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” set for corner;

North 46 degrees 39 minutes 59 seconds West, a distance of 2.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” set for corner;

North 46 degrees 39 minutes 59 seconds West, a distance of 287.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” set for corner in the common north line of the above mentioned Lot 2 and north line of the above mentioned Tract 2;

THENCE North 44 degrees 23 minutes 51 seconds East, leaving said northeast line and with said common line, passing at a distance of 188.19 feet a 5/8 inch iron rod found for the common northeast corner of said Lot 2 and said Tract 2, and continuing in all for a total distance of 216.25 feet to a 5/8 inch iron rod found for corner at the beginning of a curve to the left having a central angle of 40 degrees 44 minutes 38 seconds, a radius of 124.50 feet and a chord bearing and distance of North 24 degrees 01 minutes 30 seconds East, 86.68 feet;

THENCE Northeasterly, with said curve to the left, passing at an arc distance of 46.12 feet a 5/8 inch iron rod found for the common most westerly northwest corner of the above mentioned Lot 1 and most westerly northwest corner of the above mentioned Tract 1, and continuing with the common north line of said Lot 1 and north line of said Tract 1 in all for a total arc distance of 88.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” set for corner in the common northeast line of said Lot 1, the northeast line of said Tract 1 and southwest line of the above mentioned WATERVIEW PHASE TWO Addition, said point being at the beginning of a non-tangent curve to the left having a central angle of 20 degrees 20 minutes 27 seconds, a radius of 1,300.00 feet and a chord bearing and distance of South 58 degrees 21 minutes 02 seconds East, 459.10 feet;

THENCE Southeasterly, with said common line and said curve to the left, an arc distance of 461.52 feet to the **POINT OF BEGINNING** and containing 4.077 acres of land, more or less.

LEGAL DESCRIPTION
TRACT TWO
5.176 ACRES

BEING a tract of land situated in the JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544, City of Rowlett, Dallas County, Texas and being part of Lot 2, Block A of THE RIVER CHURCH ADDITION, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Book 2005016, Page 172, Map Records, Dallas County, Texas and being part of that tract of land described as Tract 2 in Deed to Bullitt Training Fields, LLC, as recorded in Document No. 201400307111, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set at the intersection of the northwest line of said Lot 2 with the southwest line of Princeton Road, a 65 foot right-of-way;

THENCE Southeasterly, with said southwest line, the following four (4) courses and distances:

South 46 degrees 39 minutes 59 seconds East, leaving said northwest line, a distance of 290.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 45 degrees 35 minutes 54 seconds East, a distance of 271.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 43 minutes 03 seconds, a radius of 632.50 feet and a chord bearing and distance of South 45 degrees 33 minutes 21 seconds East, 7.92 feet;

Southeasterly, with said curve to the left, an arc distance of 7.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a reverse curve to the right having a central angle of 00 degrees 19 minutes 09 seconds, a radius of 1,967.50 feet and a chord bearing and distance of South 45 degrees 45 minutes 20 seconds East, 10.96 feet;

Southeasterly, with said curve to the right, an arc distance of 10.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner the common southeast corner of the above mentioned Lot 2 and most northerly northeast corner of Lot 1, Block A of WATERVIEW PLAZA ADDITION, an Addition to the City of Rowlett, Dallas County, Texas according to the Plat thereof recorded in Document No. 20080243612, Map Records, Dallas County, Texas, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "LANE 2509" found bears North 56 degrees 09 minutes 04 seconds West, 0.41 feet;

THENCE South 53 degrees 48 minutes 00 seconds West, leaving said southwest line and with the common southeast line of said Lot 2 and northwest line of said Lot 1, a distance of 343.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common northwest corner of said Lot 1, an exterior ell corner of said Lot 2 and an exterior ell corner of the above mentioned Tract 2, from which point a 1/2 inch iron rod with yellow plastic cap stamped "LANE 2509" found bears North 58 degrees 12 minutes 29 seconds West, 0.78 feet;

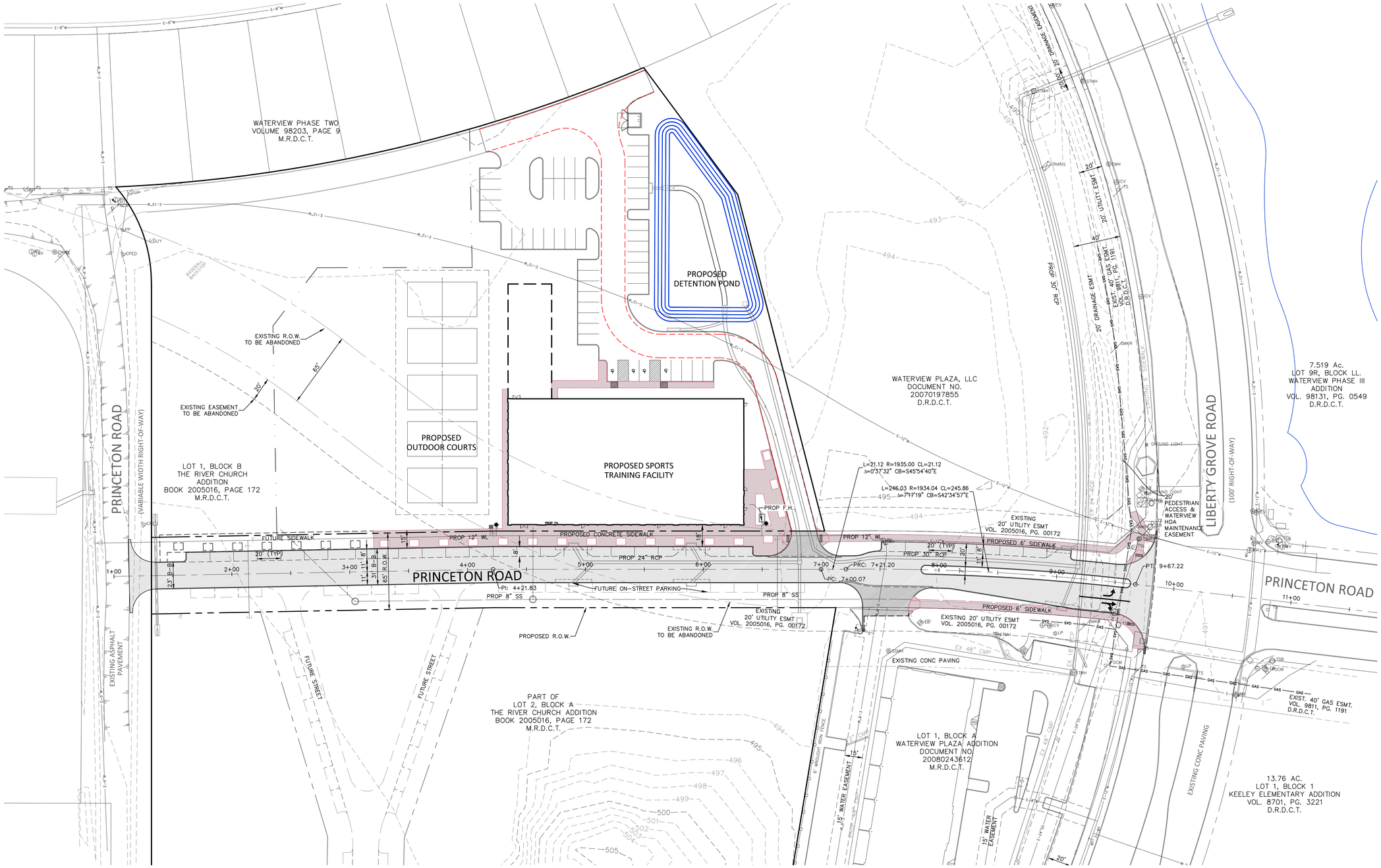
THENCE North 25 degrees 03 minutes 52 seconds West, leaving said common line and with the south line of said Tract 2, a distance of 331.68 feet to a point for corner, from which point a 5/8 inch iron rod with red plastic cap stamped "AWARD SURV." found bears North 88 degrees 54 minutes 11 seconds West, 0.37 feet;

THENCE South 45 degrees 32 minutes 41 seconds West, continuing with said south line, a distance of 425.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of said Tract 2, from which point a 5/8 inch iron rod with a red plastic cap stamped "AWARD SURV." found bears South 52 degrees 35 minutes 11 seconds West, 3.93 feet;

THENCE Northerly, with the north line of said Tract 2, the following three (3) courses and distances:

> North 44 degrees 23 minutes 59 seconds West, leaving said south line, a distance of 24.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the right having a central angle of 88 degrees 47 minutes 52 seconds, a radius of 185.00 feet and a chord bearing and distance of North 00 degrees 00 minutes 04 seconds West, 258.87 feet, from which point a 5/8 inch iron rod with red plastic cap stamped "DCA" found bears North 29 degrees 56 minutes 04 seconds West, 0.55 feet;
>
> Northerly, with said curve to the right, an arc distance of 286.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner, from which point a 5/8 inch iron rod found bears South 44 degrees 58 minutes 38 seconds West, 3.64 feet;
>
> North 44 degrees 23 minutes 51 seconds East, 457.44 feet to the **POINT OF BEGINNING** and containing 5.176 acres of land, more or less.

EXHIBIT A



BENCHMARKS

1) CITY OF ROWLETT STATION NO. "C-3":
BERNTSEN TOP SECURITY MONUMENT WITH ACCESS COVER LOCATED IN THE CENTERLINE MEDIAN OF LAKEVIEW PARKWAY APPROXIMATELY 275' WEST OF SHORELINE DRIVE, 48' EAST OF AN IRRIGATION CONTROL PEDESTAL, 53' WEST OF EDGE OF CONCRETE MEDIAN, 6' SOUTH OF NORTH CURB AND 6' NORTH OF SOUTH CURB.

N = 7018756.835 E = 2565958.298
ELEV. = 485.73' (PLAN) 485.56' (PLAN)

2) CITY OF ROWLETT STATION NO. "D-4":
BERNTSEN TOP SECURITY MONUMENT WITH ACCESS COVER LOCATED IN THE WEST END OF NORTH POINT DRIVE MEDIAN AT THE INTERSECTION OF CHIESA ROAD, APPROXIMATELY 13' WEST OF A STONE SIGN, 14' NORTH OF SOUTH MEDIAN CURB, 11.5' SOUTH OF NORTH MEDIAN CURB AND 6' EAST OF NOSE OF MEDIAN.

N = 7024731.574 E = 2571390.039
ELEV. = 482.06' (PLAN) 481.99' (FIELD)

SCALE 1" = 40'

J. VOLK consulting
800 East Campbell Road, Suite 120 | Richardson, TX 75081
972.201.3100 (office) | 972.201.3099 (fax)
TPBE No. F-11962

PRINCETON ROAD
CITY OF ROWLETT, TEXAS

SITE PLAN

JASON R. VOLK
87930
LICENSED
PROFESSIONAL ENGINEER
01/09/2015

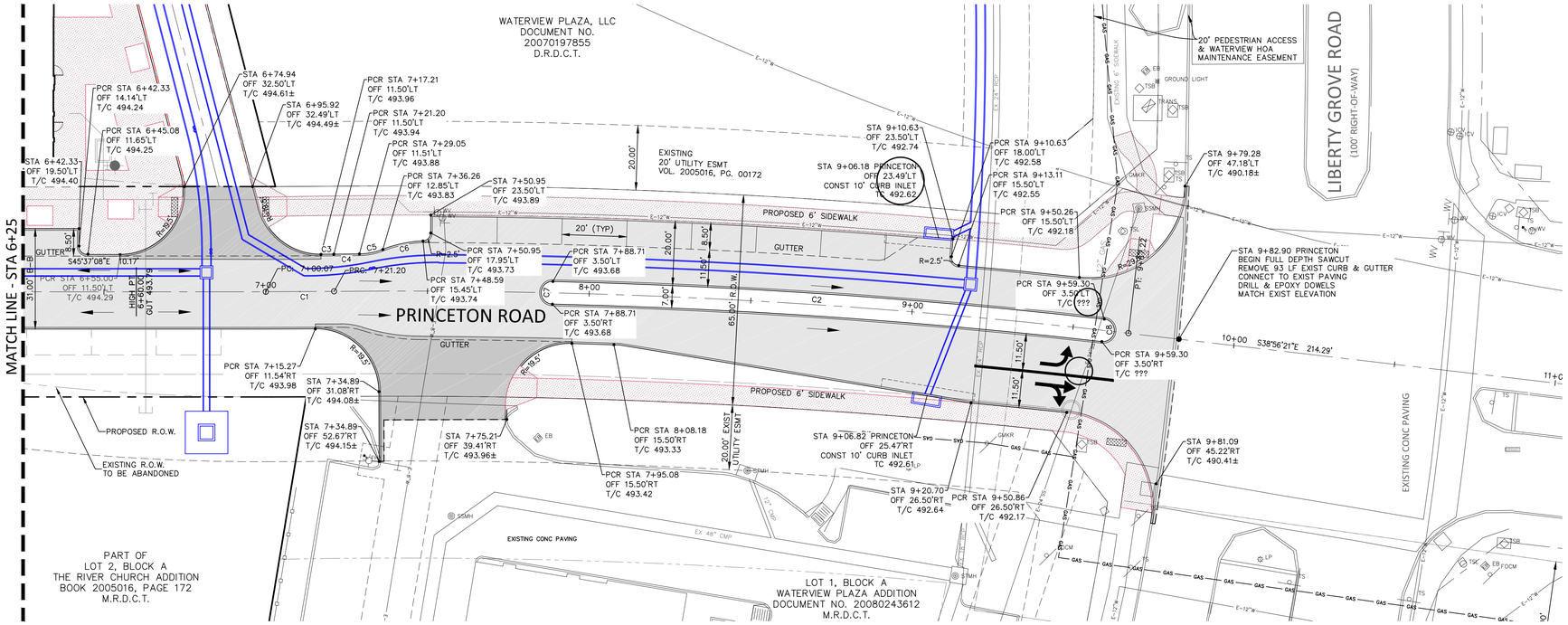
JWA CONSTRUCTION

JVC No 14049

1" = 40' H

3

Exhibit B



PRINCETON

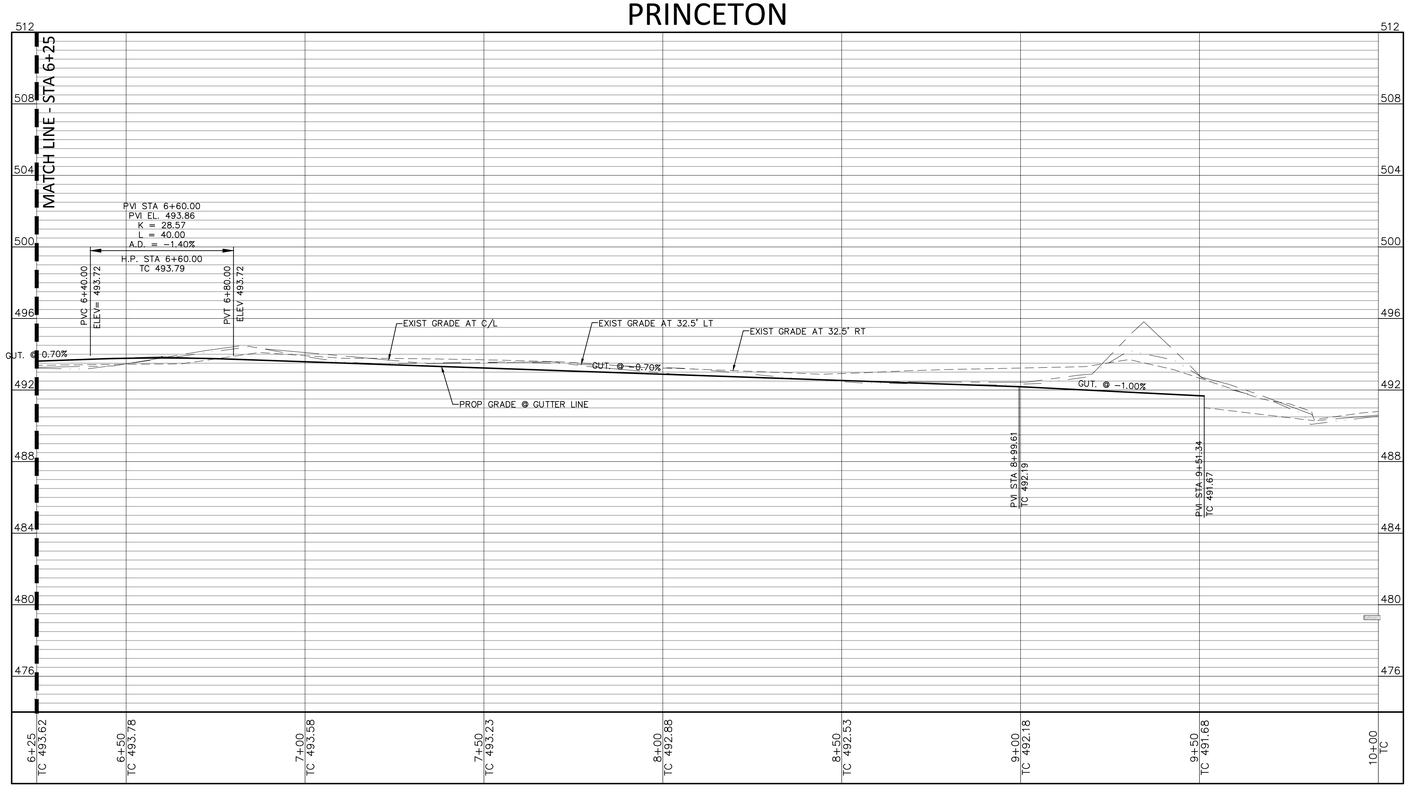


Exhibit B

CAUTION!

EXISTING UTILITIES

EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE REFERENCE INFORMATION. OTHER UTILITIES NOT SHOWN ON THESE PLANS MAY EXIST. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR WILL BE SOLELY LIABILE FOR ANY DAMAGE TO EXISTING UTILITIES

BENCHMARKS

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N = 7024731.574 E = 2571390.039
ELEV. = 482.06' (PLAN) 481.99' (FIELD)

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Direction	Start Point	End Point
C1	21.12	1935.00	000.63	21.12	S45° 54' 40"E	7029720.05, 2571255.80	7029705.35, 2571270.97
C2	246.03	1934.04	007.29	245.86	S42° 34' 57"E	7029705.35, 2571270.97	7029524.33, 2571437.33

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Direction	Start Point	End Point
C3	3.96	1923.50	000°07'04"	3.96	S46° 09' 53"E	7029716.40, 2571276.07	7029713.66, 2571278.93
C4	7.89	1946.50	000°13'57"	7.89	N46° 06' 27"W	7029708.18, 2571284.62	7029713.66, 2571278.93
C5	7.41	20.50	020°43'25"	7.37	S56° 21' 11"E	7029708.18, 2571284.62	7029704.10, 2571290.76
C6	12.76	39.50	018°30'24"	12.70	N57° 27' 42"W	7029697.27, 2571301.47	7029704.10, 2571290.76
C7	10.99	3.50	179°58'16"	7.00	S45° 46' 31"W	7029660.24, 2571321.41	7029655.36, 2571316.39
C8	11.00	3.50	180°00'02"	7.00	N50° 49' 36"E	7029528.26, 2571429.63	7029532.68, 2571435.06

PLAN LEGEND

- PROPOSED CONCRETE STREET
- PROPOSED CONCRETE DRIVE
- PROPOSED SIDEWALK
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER
- PROPOSED FIRE HYDRANT
- PROP. SANITARY SEWER MANHOLE

PROFILE LEGEND

- TOP OF CURB PROFILE
- N.G. AT CENTERLINE
- N.G. AT 32.5' RIGHT
- N.G. AT 32.5' LEFT

20 10 0 20 40
SCALE 1" = 20'

EXHIBIT A

J. VOLK consulting
800 East Campbell Road, Suite 120 | Richardson, TX 75081
972.201.3100 (office) | 972.201.3099 (fax)
TBPE No. F-11962

PRINCETON ROAD
CITY OF ROWLETT, TEXAS

PRINCETON ROAD – PLAN & PROFILE
STA 6+25 TO END

STATE OF TEXAS
JASON R. VOLK
87930
LICENSED
PROFESSIONAL ENGINEER

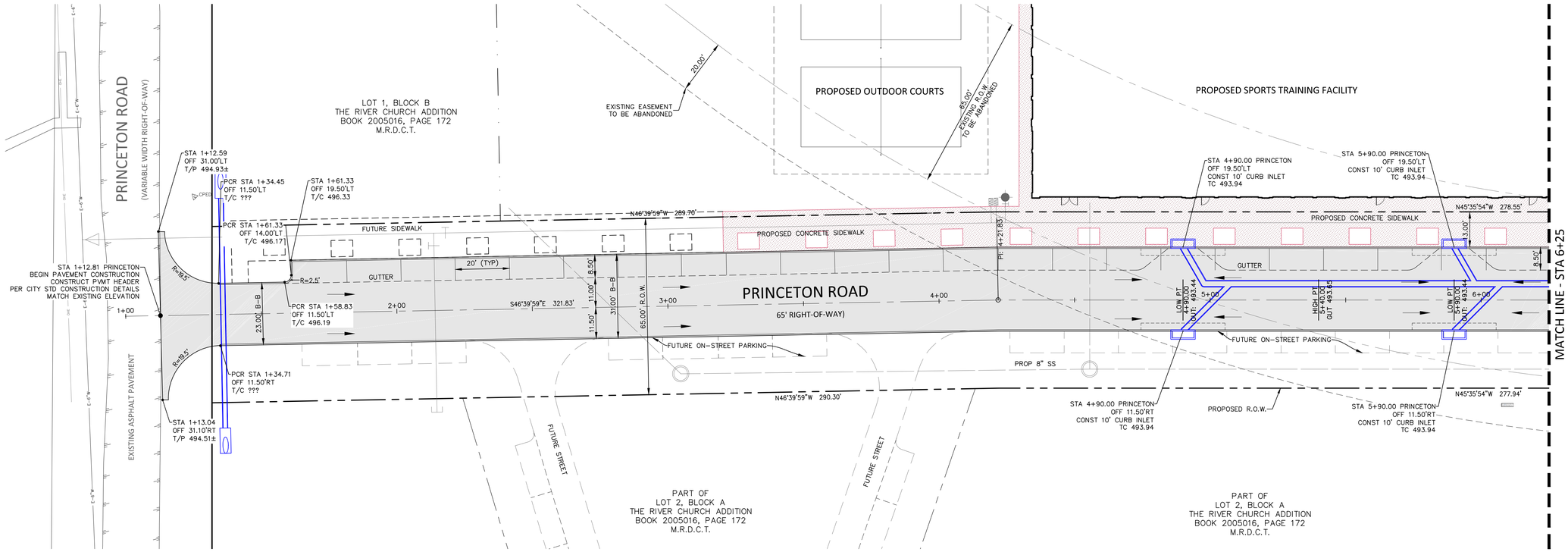
01/09/2015

JWA CONSTRUCTION

JVC No 14049

1" = 20' H
1" = 4' V

EXHIBIT A



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ELEV. = 482.06' (PLAN) 481.99' (FIELD)

J. VOLK consulting
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TPBE No. F-11962

PRINCETON ROAD
CITY OF ROWLETT, TEXAS

PRINCETON

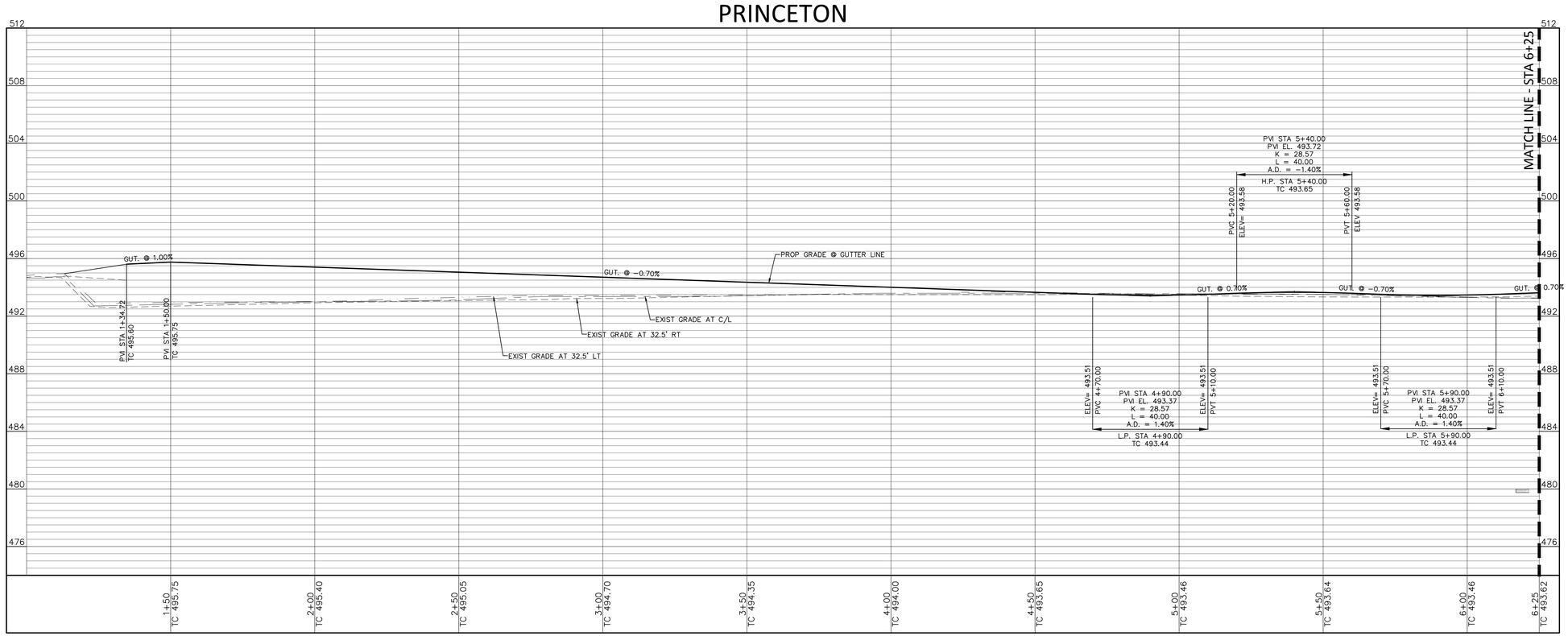

Exhibit B

PLAN LEGEND

- PROPOSED CONCRETE STREET
- PROPOSED CONCRETE DRIVE
- PROPOSED SIDEWALK
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER
- PROPOSED FIRE HYDRANT
- PROP. SANITARY SEWER MANHOLE

PROFILE LEGEND

- TOP OF CURB PROFILE
- N.G. AT CENTERLINE
- N.G. AT 32.5' RIGHT
- N.G. AT 32.5' LEFT

PRINCETON ROAD – PLAN & PROFILE
STA 1+00 TO STA 6+25

STATE OF TEXAS
JASON P. VOLK
87930
LICENSED
PROFESSIONAL ENGINEER

01/09/2015

JWA CONSTRUCTION

JVC No 14049

1" = 20' H
1" = 4' V

20 10 0 20 40
SCALE 1" = 20'

ATTACHMENT 1

J. VOLK consulting
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Texas Registration No. F-11962

ENGINEER'S OPINION OF PROBABLE COST

DATE PREPARED	1/12/2015
PROJECT	PRINCETON ROAD FROM LIBERTY GROVE TO OLD PRINCETON
LOCATION	ROWLETT, TEXAS
CLIENT	JWA CONSTRUCTION

			DEVELOPER		CITY		TOTAL	
ITEM	**UNIT**	**UNIT PRICE**	**QTY.**	**COST**	**QTY.**	**COST**	**QTY.**	**COST**
EARTHWORK & EROSION CONTROL							0	
Construction Entrance	LS	$1,500.00	0.5	$750	0.5	$750	1	$1,500
Silt Fence	LF	$1.25	1158	$1,448	500	$625	1658	$2,073
Inlet Protection	EA	$250.00	6	$1,500	2	$500	8	$2,000
Curlex	LF	$1.20	1158	$1,390	820	$984	1978	$2,374
Clearing & Grubbing	SF	$0.05	38519	$1,926	18307	$915	56826	$2,841
Unclassified Excavation & Grading	CY	$4.00	2140	$8,560	848	$3,390	2987	$11,950
		SUBTOTAL		**$15,573**		**$7,165**		**$22,737**
WATER SYSTEM								
8" PVC Water Line	LF	$21.00	132	$2,772	0	$0	132	$2,772
12" PVC Water Line	LF	$50.00	620	$31,000	45	$2,250	665	$33,250
Trench Safety	LF	$1.00	752	$752	45	$45	797	$797
Remove & Replace Ex. Asphalt Paving	SY	$50.00	20	$1,000	0	$0	20	$1,000
1" Domestic Service Connection	EA	$1,000.00	2	$2,000	0	$0	2	$2,000
1" Irrigation Service Connection	EA	$1,000.00	1	$1,000	1	$1,000	2	$2,000
6" Gate Valve	EA	$1,000.00	2	$2,000	0	$0	2	$2,000
8" Gate Valve	EA	$1,200.00	2	$2,400	0	$0	2	$2,400
12" Gate Valve	EA	$2,500.00	2	$5,000	1	$2,500	3	$7,500
Fire Hydrant Assembly	EA	$3,500.00	2	$7,000	0	$0	2	$7,000
Connect to Existing Water Line	EA	$5,000.00	1	$5,000	1	$5,000	2	$10,000
Cast Iron Fittings	TN	$6,500.00	0.3	$1,955	0.0	$117	0	$2,072
TestingMisc.	LF	$2.00	752	$1,504	45	$90	797	$1,594
Maintenance Bond	LS	1.5%	1	$951	1	$165	1	$1,116
Developer credit for oversizing 8" to 12"	LF	$29.00	620	-$17,980	620	$17,980	1240	$0
		SUBTOTAL		**$46,354**		**$29,147**		**$75,501**
SANITARY SEWER SYSTEM								
6" PVC Sewer	LF	$25.00	62	$1,550	0	$0	62	$1,550
8" PVC Sewer	LF	$35.00	732	$25,620	0	$0	732	$25,620
4' diameter SSMH	EA	$3,500.00	2	$7,000	0	$0	2	$7,000
Connect to Existing	EA	$7,500.00	1	$7,500	0	$0	1	$7,500
Post Construction TV Inspection	LF	$2.50	794	$1,985	0	$0	794	$1,985
Vacuum Testing of Manholes	EA	$200.00	2	$400	0	$0	2	$400
Maintenance Bond	LS	1.5%	1	$661	1	$0	1	$661
		SUBTOTAL		**$44,716**		**$0**		**$44,716**
DRAINAGE IMPROVEMENTS								
18" RCP	LF	$45.00	0	$0	0	$0	0	$0
21" RCP	LF	$53.00	180	$9,540	44	$2,332	224	$11,872
24" RCP	LF	$62.00	221	$13,702	0	$0	221	$13,702
30" RCP	LF	$75.00	413	$30,975	234	$17,550	647	$48,525
Trench Safety	LF	$1.00	814	$814	278	$278	1092	$1,092
Curb Inlet	EA	$3,000.00	6	$18,000	2	$6,000	8	$24,000
4' x 4' inlet	EA	$3,800.00	1	$3,800	1	$3,800	2	$7,600
4' x 4' Storm Drain Manhole	EA	$4,000.00	1	$4,000	1	$4,000	2	$8,000
Connect to existing manhole	EA	$2,000.00	1	$2,000	0	$0	1	$2,000
Sloping Headwall	EA	$4,000.00	2	$8,000	0	$0	2	$8,000
Testing/Misc.	LF	$3.00	814	$2,442	278	$834	1092	$3,276
Maintenance Bond	LS	1.5%	1	$1,362	1	$509	1	$1,872
Developer Credit for oversizing 18" to 30"	LF	$20.00	390	-$7,800	390	$7,800	390	$0
		SUBTOTAL		**$86,835**		**$43,103**		**$129,939**

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Texas Registration No. F-11962

ENGINEER'S OPINION OF PROBABLE COST

DATE PREPARED	1/12/2015
PROJECT	PRINCETON ROAD FROM LIBERTY GROVE TO OLD PRINCETON
LOCATION	ROWLETT, TEXAS
CLIENT	JWA CONSTRUCTION

			DEVELOPER		CITY		TOTAL	
PAVING IMPROVEMENTS								
8" concrete street pavement	SY	$40.00	1967	$78,676	1078	$43,111	3045	$121,787
6" Lime Stabilization of Subgrade (36lb/SY)	SY	$2.60	2164	$5,625	1186	$3,082	3349	$8,708
Hydrated Lime for Subgrade Stabilization	TON	$170.00	39	$6,621	21	$3,628	60	$10,248
6" Cement Stabilization of Subgrade (25lb/SY)	SY	$2.00	2423	$4,846	1328	$2,655	3750	$7,501
Cement	TON	$150.00	30	$4,543	17	$2,489	47	$7,032
6" concrete driveway pavement	SY	$40.00	107	$4,280	139	$5,560	246	$9,840
Concrete sidewalk	SF	$4.50	3535	$15,908	3399	$15,296	6934	$31,203
Full Depth Sawcut	LF	$12.00	75	$900	160	$1,920	235	$2,820
Remove existing ramp	LS	$1,000.00	0	$0	1	$1,000	1	$1,000
Barrier Free Ramps	EA	$1,200.00	2	$2,400	5	$6,000	7	$8,400
Irrigation sleeves	LF	$20.00	130	$2,600	130	$2,600	260	$5,200
Street Light Conduit	LF	$20.00	700	$14,000	350	$7,000	1050	$21,000
Street Lights	EA	$5,500.00	1	$5,500	1	$5,500	2	$11,000
Street signs	EA	$1,500.00	0	$0	1	$1,500	1	$1,500
Pavement Markings	LF	$5.00	184	$920	175	$875	359	$1,795
Testing	LS	1.5%	1	$1,857	1	$1,271	1	$3,128
Maintenance Bond	LS	1%	1	$1,487	1	$1,035	1	$2,522
		SUBTOTAL		**$150,161**		**$104,522**		**$254,683**
LANDSCAPE & IRRIGATION								
4" Canopy Tree	EA	$500.00	14	$7,000	12	$6,000	26	$13,000
Bermuda Sod	SF	$1.00	4000	$4,000	5300	$5,300	9300	$9,300
Irrigation	SF	$1.00	4,000	$4,000	5,300	$5,300	9300	$9,300
Tree Bubblers	EA	$200.00	14	$2,800	12	$2,400	26	$5,200
		SUBTOTAL		**$17,800**		**$19,000**		**$36,800**
SUBTOTAL CONSTRUCTION COST				**$361,439**		**$202,937**		**$564,376**
CONTINGENCY 20%				$72,288		$40,587		$112,875
TOTAL CONSTRUCTION COST				**$433,727**		**$243,525**		**$677,251**
Percent of Total Cost				*64%*		*36%*		
SOFT COSTS:								
TOPOGRAPHIC DESIGN SURVEY				$2,241		$1,259		$3,500
ENGINEERING				$35,223		$19,777		$55,000
CONSTRUCTION STAKING				$8,966		$5,034		$14,000
LANDSCAPE ARCHITECT				$4,163		$2,337		$6,500
INSPECTION FEE (4% OF PUBLIC IMPROVEMENTS)				$13,123		$7,071		$20,194
TOTAL SOFT COSTS				**$63,716**		**$35,478**		**$99,194**
TOTAL PROJECT COST				**$497,443**		**$279,002**		**$776,445**

Note: Necessary modifications/improvements to the existing traffic signal at Liberty Grove and Princeton Road, will be addressed separately by the City of Rowlett and are not included in this scope of work.

City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7E

TITLE

Consider action to approve a resolution providing support of the submission of an application to the 2015 Competitive Housing Tax Credit Program through the Texas Department of Housing and Community Affairs for the project proposed by Evergreen Rowlett Senior Community, L.P.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

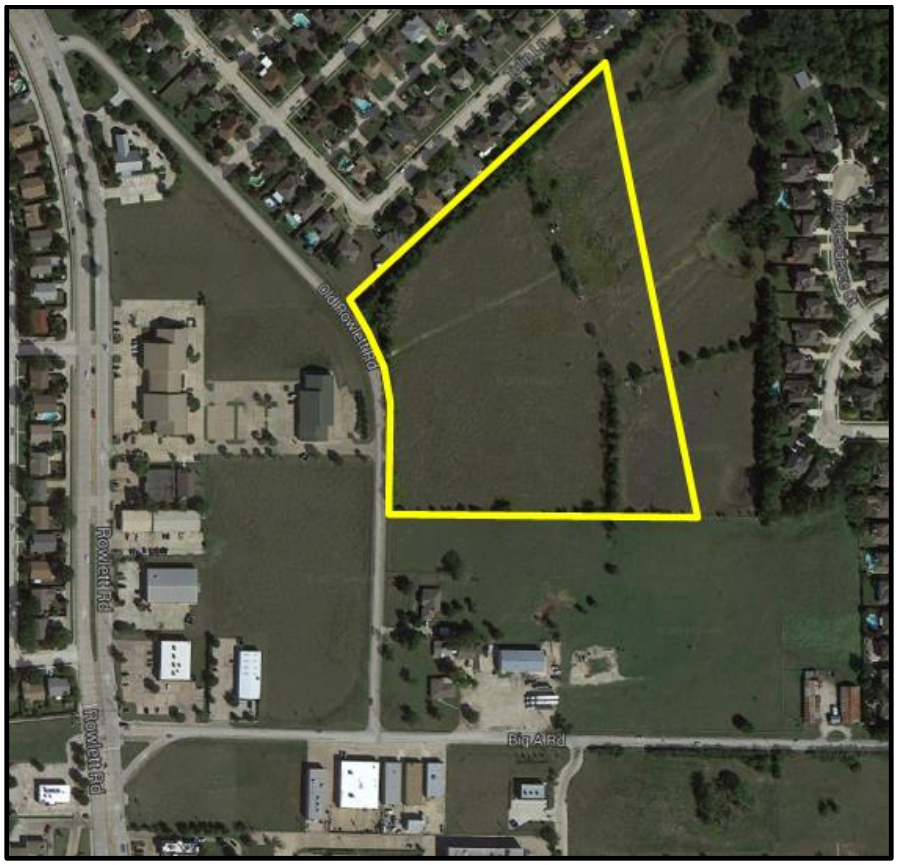
Evergreen Rowlett Senior Community, L.P. (Evergreen) approached the City about their interest in applying to the Texas Department of Housing and Community Affairs (TDHCA) for the 2015 Competitive Housing Tax Credit Program in order to construct an independent senior living facility generally located on the east side of Old Rowlett Road approximately 600 feet north of the intersection of Old Rowlett Road and Big A Road. At the November 18, 2014, City Council Work Session, there was consensus from City Council to support this project's application to TDHCA for the 2015 application cycle. The purpose of this agenda item is to allow the City to formally support this project in the form of a Resolution.

BACKGROUND INFORMATION

Evergreen notified the City of Rowlett several months ago that they were interested in applying to TDHCA for the 2015 Competitive Housing Tax Credit Program for a Senior Housing project. At about the same time, staff was also contacted by DWR Development Group/Brownstone Affordable Housing, who was interested in applying for the same credits for a combined Senior Housing and Workforce Housing project.

As part of the application process to TDHCA, applicants secure valuable points in a number of means. One of these means is a municipality providing support in the form of a resolution solely for one applicant. A Work Session item was presented to City Council on November 18, 2014, in order to determine which of the two projects were to be solely supported. At this meeting, City Council provided direction to City staff to proceed with cooperating with Evergreen as the sole entity that Rowlett will support.

The proposed project by Evergreen is generally located on the east side of Old Rowlett Road approximately 600 feet north of the intersection of Old Rowlett Road and Big A Road (See Location Map below). While the overall tract is 12.5 acres, it should be noted that the proposed development would only be located on the southernmost 5.5. acres.



DISCUSSION

The Texas Department of Housing and Community Affairs (TDHCA) Housing Tax Credits program is an annual program. In order to gain valuable points, private development entities will seek City participation in the process. Participation from respective municipalities can come in the form of the following:

1) Providing a supporting resolution.
2) Provision of financial incentives/support.
3) Designation of areas as targeted reinvestment areas.

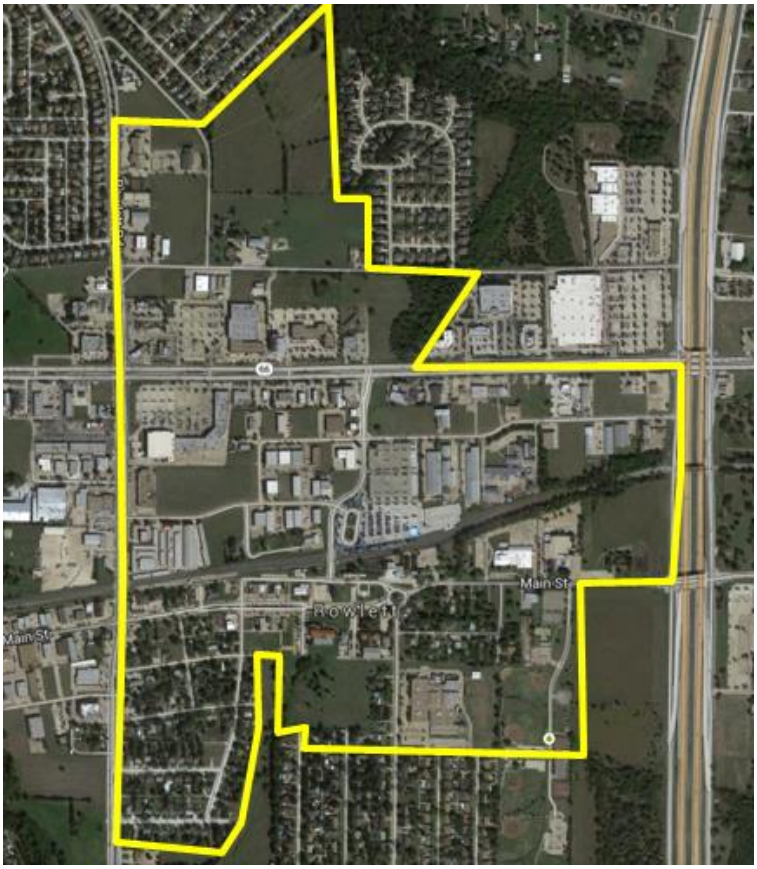
Evergreen will be seeking participation from the City with respect to all three items listed above. This agenda item is simply the provision of a supporting resolution.

The senior housing project being proposed by Evergreen will be located on an approximately 5.5-acre portion of a 12.5-acre tract. The development would include a maximum of 150 dwelling units at an approximate maximum potential density of 27 dwelling units per acre.

There will be additional actions forthcoming as part of Evergreen's TDHCA application. These additional actions and dates/timeframes include:

- ***Funding Commitment Resolution.*** The resolution, would function as a "Loan Commitment" resolution offering an economic development loan, which will allow the applicant to qualify for certain competitive points under its TDHCA tax credit application. The economic development incentive agreement would then be assigned to a third party to assume all obligations and liabilities associated with said loan. The resolution would be contingent on several items occurring prior to the City entering into this Agreement, including applicant's receipt of commitment of tax credits for the project from TDHCA. It should be noted that the resolution would be specific to financing and not a statement of support for rezoning the site, or for other development approvals that may be required. This item is tentatively scheduled for consideration by City Council on February 17, 2015.

- ***Community Revitalization Plan***. This will involve the designation of a Revitalization Area, the preparation of a Revitalization Plan by Evergreen, and the adoption of both the Plan and the Area designation by City Council. The general limits of the proposed Revitalization area are roughly delineated by the box in the figure below.



The limits of the Revitalization Area are purposeful in order to capture public investment that has occurred over the past three years. The boundaries would be able to capture the public investments for the Village of Rowlett, Rowlett Road and Community Development Block Grant public facilities improvements. The goal by the developer is to

illustrate a commitment by the City in the form of public investment in an amount in excess of $6 million over the past three years. By including most of the Downtown area in the designation of the Revitalization area, the applicant would be able to gain valuable points. Based on discussions with Evergreen, without this designation a Senior Community most likely would not be able to garner enough points to be awarded the tax credits. This item is tentatively scheduled for consideration by City Council on February 17, 2015.

- ***Rezoning Action***. A rezoning of the subject from its current designation of Limited Office (O-1) to a Planned Development designation that would permit multifamily housing as proposed. This action is dependent upon the preparation of application materials by Evergreen, but is expected to be considered by City Council in the April – June 2015 timeframe.

FINANCIAL/BUDGET IMPLICATIONS

None.

RECOMMENDED ACTION

Approve a resolution providing support of the submission of an application to the 2015 Competitive Housing Tax Credit Program through the Texas Department of Housing and Community Affairs for the project proposed by Evergreen Rowlett Senior Community, L.P.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS EXPRESSING SUPPORT FOR THE EVERGREEN ROWLETT SENIOR COMMUNITY, L.P., PROJECT; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS Evergreen Rowlett Senior Community, L.P. has proposed a development for affordable rental housing for active adults aged 55 and older located at the 5500 block of Old Rowlett Road, named Evergreen at Rowlett in the City of Rowlett, Dallas County, Texas;

WHEREAS Evergreen Rowlett Senior Community, L.P., has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Competitive nine percent (9%) Housing Tax Credits and HOME Funds for Evergreen Rowlett Senior Community, L.P.

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

Section 1. That the City Council of the City of Rowlett, Texas, hereby confirms that it supports the proposed Evergreen Rowlett Senior Community, L.P., proposed project located in the 5500 Block of Old Rowlett Road, Rowlett, Dallas County, Texas and its application to the

TDHCA, **TDHCA #15020**, and that this formal action has been taken to put on record the opinion expressed by the City of Rowlett on the 20th day of January, 2015 and

Section 2. That the City of Rowlett, acting through its governing body, hereby confirms that the proposed Evergreen Rowlett Senior Community, L.P., **TDHCA #15020**, located in the 5500 block of Old Rowlett Road, Rowlett, Dallas County, Texas most significantly contributes to the concerted revitalization efforts of the City of Rowlett, and

Section 3. That for and on behalf of the City Council, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 4. That this resolution shall become effective immediately upon its passage.

City of Rowlett

Staff Report

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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7F

TITLE

Consider action to approve a resolution accepting the proposal and awarding a contract for the relocation of the Chamber of Commerce Building to D4 Construction Services, LLC in the amount of $374,688, and authorizing the City Manager to execute the necessary documents.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

City staff has conducted several Work Session items to discuss the relocation of the Chamber of Commerce building as part of the overall Village of Rowlett development. These meetings were conducted on July 8, 2014, September 2, 2014, January 6, 2015, and January 13, 2015. At the September 2, 2014, meeting, City Council provided direction to staff to move forward with the relocation of the existing Chamber of Commerce building from its current location at 3910 Main Street to a new location at 4500 Main Street. The new location is where the Old Fire Station building is located adjacent to Herfurth Park. The existing Old Fire Station building will be demolished as part of this project.

The City of Rowlett issued a Request for Proposals (RFP) on December 11, 2014, for the completion of this work. Review of the proposals was conducted internally and thoroughly vetted. The purpose of this agenda item is to award the contract to D4 Construction Services, LLC in order to complete the project.

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. Additional Work Sessions were held on January 6 and 13, 2015, to discuss the status of the RFP process to complete this work.

Options considered by City Council at the July and September Work Sessions 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. Two responses from the RFP were received by the City on January 6, 2015, at 2:00 pm. City staff analyzed these responses and also requested follow-up information from both respondents. Based on the responses received, City staff is recommending the acceptance of the proposal with D4 Construction Services, LLC.

DISCUSSION

The purpose of this discussion item is to accept the proposal from D4 Construction Services, LLC to relocate the Chamber of Commerce building. The scope of the construction project includes the demolition of the existing Old Fire Station, site preparation of the new site, and moving the Chamber of Commerce building.

The schedule of the acceptance of the RFP as presented in prior meetings is included below. These items below include both those 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 30, 2015 – Contract Execution
- April 1, 2015 – Completion of Work
- April 21, 2015 – Acceptance of Work by City Council

The proposed project is a design-build project and will be conducted in the manner appropriate to this type of project. The timeframe for the development of the project is compressed in order to meet the development targets set for the Village of Rowlett project. Construction for this project is expected to commence on February 2, 2015, and conclusion will be within 60-90 days. Staff will update City Council throughout the course of the project should it be necessary.

It should be noted that the Completion of Work date of April 1, 2015, shown above is subject to delay. However, this delay will not have any impact on the timelines associated with the Village of Rowlett project.

FINANCIAL/BUDGET IMPLICATIONS

A total amount of $400,000 was budgeted in the Cash Capital Improvements Program (Cash CIP) under Project SP2090. The contract is proposed in the amount of $374,688, which is below the budget amount allocated.

RECOMMENDED ACTION

Approve a resolution accepting the proposal and awarding a contract for the relocation of the Chamber of Commerce Building to D4 Construction Services, LLC in the amount of $374,688, and authorizing the City Manager to execute the necessary documents.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT FOR THE CHAMBER OF COMMERCE RELOCATION PROJECT TO D4 CONSTRUCTION SERVICES, LLC IN THE AMOUNT OF $374,688; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID CONTRACT AND TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to relocate the existing Chamber of Commerce building as part of the Village of Rowlett development; and

WHEREAS, the Purchasing Division has obtained competitive proposals as per RFP #2015-24 in accordance with Texas Local Government Code; and

WHEREAS, D4 Construction Services, LLC has provided a proposal for relocation of the Chamber of Commerce building and associated site development, which represents the lowest responsible bid and best meets the needs of the City; and

WHEREAS, City staff recommends the award of the contract for the Chamber of Commerce relocation construction project to D4 Construction Services, LLC in the amount of $374,688; and

WHEREAS, The City Council of the City of Rowlett, Texas desires to accept the bid of and award a contract (for proposal #2015-24) for the relocation of the Chamber of Commerce building and associated site development to D4 Construction Services, LLC in the amount of $374,688.

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

Section 1: The City Council of the City of Rowlett does hereby accept proposal #2015-24 and award the contract for the relocation of the Chamber of Commerce building and associated site development to D4 Construction Services, LLC in the amount of $374,688.

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

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

City of Rowlett

Staff Report

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AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7G

TITLE

Consider action to approve a resolution to authorize the City Manager to execute a Subrecipient Grant Agreement with Life Message, Inc. in the amount of $27,931 for funding of health and human services that primarily benefit low-income recipients during the 2014 CDBG program year.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

On August 5, 2014, staff presented the Community Development Block Grant (CDBG) Annual Plan for City Council approval. Included in this Plan was the allocation of $27,931 to Life Message, Inc. to be used in accordance with the Public Services portion of the CDBG Grant. This resolution will authorize the City Manager to execute a Subrecipient Agreement in order to fulfill the Public Services portion of the grant.

BACKGROUND INFORMATION

The Community Development Block Grant (CDBG) Annual Plan was approved by City Council on August 5, 2014, to be transmitted to the U.S. Department of Housing and Urban Development (HUD). The Annual Plan identified $27,931 out of the overall grant amount of $186,209 to be utilized for the Public Services portion of the grant. Specifically, the Annual Plan describes the goal of the Public Services portion of the grant as:

> *Provide funding to Life Message, a non-profit organization that provides a food pantry serving low-income, elderly, disabled, and special need populations. Services include providing food products and basic living necessities and are available city-wide.*

On October 16, 2014, City staff provided information to a group of non-profit entities in a meeting organized by Deputy Mayor Pro Tem Pankratz. During this meeting, several non-profit entities attended in order to acquire information pertaining to the CDBG program.

On November 4, 2014, City Staff provided an update to City Council in a Work Session in part to seek direction from City Council whether or not to utilize the 2014 Plan Year funds solely for Life Message, Inc., as outlined in the adopted 2014 Annual Plan. City Council concurred to allocate the 2014 Plan Year Public Services funds solely to Life Message, Inc.

For the purpose of providing background information regarding Life Message, the organization is a local non-profit entity located at 4501 Rowlett Road within the City of Rowlett. The Mission of Life Message as shown on the organization's website is:

> *Life Message strives to make sure that every member of the family has food in their stomach and clothes on their back and at least the opportunity to build economic stability.*

DISCUSSION

This agenda item includes the consideration of a Subrecipient Agreement with Life Message, Inc., which will fulfill the Public Services program portion of the City's Community Development Block Grant. The funding allocation for each portion of the Grant as transmitted to HUD as part of the 2014 Annual Plan is as follows:

	2014 Plan Proposed Allocation	
Project Description	**Amt (%)**	**Amt ($)**
Housing Rehabilitation Program	32.5%	$60,518
Public Facilities – Improvements to Isaac Scruggs Park	32.5%	$60,519
Public Services – Funding for Life Message, Inc., a City of Rowlett non-profit organization	15%	$27,931
Administration – Administrative and management costs	20%	$37,241
Total Grant		**$186,209**

The consideration of this Subrecipient Agreement is consistent with the adopted 2014 Annual Plan transmitted to HUD. Furthermore, the proposed Subrecipient Agreement will be in conformance with the requirements and guidelines as set forth by HUD.

FINANCIAL/BUDGET IMPLICATIONS

The total CDBG Grant for the City of Rowlett is $186,209. The portion of the CDBG grant allocated to Public Services is $27,931. Funds to be paid to Life Message, Inc., are available from the Public Services portion of the grant.

RECOMMENDED ACTION

Approve a resolution to authorize the City Manager to execute a Subrecipient Grant Agreement with Life Message, Inc. in the amount of $27,931 for funding of health and human services that primarily benefit low-income recipients during the 2014 CDBG program year.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING A SUBRECIPIENT GRANT AGREEMENT WITH LIFE MESSAGE, INC. IN THE AMOUNT OF $27,931 FOR FUNDING OF HEALTH AND HUMAN SERVICES THAT PRIMARILY BENEFIT

LOW-INCOME RECIPIENTS DURING THE 2014 CDBG PROGRAM YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett participates in the Department of Housing and Urban Development's Community Development Block Grant (CDBG) program; and

WHEREAS, the Department of Housing and Urban Development (HUD) requires the City to prepare a 5-year Consolidated Plan for the CDBG program, and the 2011 – 2015 Consolidated Plan was adopted by the City Council on August 2, 2011; and

WHEREAS, on August 5, 2014, the City Council approved a 2014 Annual Plan that included an allocation of $27,931 as part of the CDBG program to allow Life Message, Inc., to provide health and human services that primarily include low-income recipients; and

WHEREAS, the City Council has considered the community needs, priorities, and strategies set forth in the Consolidated Plan and concludes that the execution of the Subrecipient Agreement with Life Message, Inc. will meet the intent of the Public Services component of the CDBG program in accordance with the 2014 Annual Plan;

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

Section 1: That the City Council of the City of Rowlett, Texas, finds and determines that the Subrecipient Agreement, attached hereto as Exhibit "A", is consistent with the City's Public Services needs, priorities and strategies identified in the 2011-2015 Consolidated Plan and 2014 Annual Plan of the City's Community Development Block Grant Program.

Section 2: That the City Council hereby approves the Subrecipient Agreement for the City of Rowlett Community Development Block Grant (CDBG) 2011-2015 Consolidated Plan and 2014 Annual Plan for Community Development Needs.

Section 3: That the City Council authorizes the City Manager to execute the Subrecipient Agreement on the City's behalf, and to issue purchase orders conforming to this Resolution.

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

ATTACHMENTS

Exhibit A – Subrecipient Agreement

EXHIBIT A

CITY OF ROWLETT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2014-2015 SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES

$27,931.00

THIS AGREEMENT made and entered into this **JANUARY 20, 2015,** by and between the **CITY OF ROWLETT, TEXAS**, a Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as "City"), and **LIFE MESSAGE, INC.** a non-profit corporation (hereinafter referred to as "Subrecipient").

WHEREAS, the City has determined that it has the objective of providing public services to low and moderate income residents of the City; and

WHEREAS, the City has appropriated funds under the Community Development Block Grant (CDBG) Program administered by the U. S. Department of Housing and Urban Development (HUD) for this purpose; and

WHEREAS, the City desires to engage the Subrecipient to render certain public services in connection therewith;

NOW, THEREFORE, in consideration of funding in an amount not to exceed **Twenty seven thousand, nine hundred and thirty one dollars (**$27,931.00**)** to be paid to **LIFE MESSAGE, INC.** by City as herein below set forth, the City and **LIFE MESSAGE, INC.** hereto do mutually agree as follows:

I. STATEMENT OF WORK

1.1 Program General Description and/or Goals/Objectives: The Subrecipient will be responsible for administering a **"LIFE MESSAGE FOOD PANTRY"** to provide services and activities as described herein this Agreement and in the Subrecipient's Application for CDBG funding as presented to the City, and in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient certifies that it will maintain records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208. *The general program description and program goals/objectives include:*

Provision of food and other basic living necessities (such as toiletries, clothing, housewares, appliances, etc.) to primarily low-income residents meeting the HUD defined income criteria for the Rowlett area. Services are provided weekly from a single location at 4501 Rowlett Road, Rowlett, Texas.

1.2 As evidenced by the execution of this Agreement, Subrecipient certifies that Program is either a New or Quantifiable Increase in Services above that which has been provided by or on behalf of the City during the 12 months prior to submission of the City's Annual Plan.

1.3 Scope of Services: Such program will include the following activities eligible under the Community Development Block Grant Public Services funding:

Program Delivery: *Program will provide staffing, facility, and food and basic living necessity products essential to deliver the funded program.*

General Administration: Subrecipient will provide all administrative and supportive staff and services necessary to provide Program and Activities described above in accordance with all applicable local, state, and federal requirements.

1.4 Performance-Based/Measurable Accomplishments: The Subrecipient agrees to provide the following

levels of program services:

Activity	**Total Units Proposed Per Year**
Provision of food and other basic living necessities to primarily low-income residents	1,200 low-income residents

1.5 The City will monitor the performance of the Subrecipient against the performance standards stated herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

1.6 Time of Performance: Services of the Subrecipient designated herein are to commence on the **20th day of January, 2015,** and end on the 30th day of **September, 2015.** The term of this Agreement and the provisions herein shall be extended if so desired by the City to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

II. PAYMENT FOR ELIGIBLE REIMBURSED EXPENDITURES

2.1 Maximum Compensation: For the **Program Year 2014,** City shall pay to Subrecipient a total amount not to exceed **$27,931.00**, a total amount which shall constitute full and complete compensation for the Subrecipient's services under this Agreement. Funds are to be utilized for the delivery of the above-described program and activities and in accordance with the line-item budget attached hereto and made a part hereof as **Attachment A.** Draw downs for the payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance. Other operating expenses eligible under HUD's CDBG Program – Public Services Funding will be considered for reimbursement provided the Subrecipient provides a written request for amendment, and provided the expenses are eligible expenditures as determined by the City, and provided that the City has provided prior written approval of such request for amendment.

2.2 Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110 and achievement of performance-based measurable accomplishments as detailed in Section I and as reported in accordance with Section VI of this Agreement.

2.3 Method of Payment: Funds will be provided **Monthly** on a reimbursement-only basis and as depicted in **Attachment A.** Generally, funds for expenses determined by City as eligible for reimbursement will be provided to Subrecipient within thirty (30) days of the receipt and approval by City of Subrecipient's supporting documentation. The final request for reimbursement must be received by City on or before **September 15, 2015.**

2.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be reimbursed. The City shall withhold reimbursement to the Subrecipient for failure to perform the services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this contract.

2.3.2 Funds will not be provided in advance of expenditures and funds will not be determined eligible for reimbursement without corresponding evidence of eligible beneficiaries of services and expenditures, such as receipts, bills, payroll records, cancelled checks, and other proof as determined necessary by City, unless prior agreements have been made stipulating an alternative arrangement. Unexpended funds included in this Agreement will remain in the possession of the City for use as determined appropriate by the City.

2.4 This Agreement and the payments to be made hereunder are contingent upon receipt by City of U. S. Department of Housing and Urban Development Community Development Block Grant funds and the City of Rowlett City Council funding approval. Should funds be discontinued or not approved, this Agreement will be revised or

terminated as necessary in the sole discretion of the City. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to City within forty-five (45) days of the date of the expiration or termination.

III. PROGRAM INCOME

3.1 For the purpose of this Agreement, "Program Income" means gross income, including interest earned on CDBG funds or received by the Subrecipient, which is directly generated from the use of CDBG funds. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of said funds. Any program income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration shall be paid to the City within forty-five (45) days of the expiration of termination of this Agreement.

3.2 The Subrecipient shall utilize **Attachment B, Section III** to report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the City or the U.S. Treasury is not program income and shall be remitted promptly to the City.

IV. COMPLIANCE

4.1 The Subrecipient agrees to comply with all applicable sections requirements of Title 24 Code of Federal Regulations, Part 85 and Part 570 of the U.S. Housing and Urban Development regulations concerning the Community Development Block Grant Program (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.

V. ADMINISTRATIVE REQUIREMENTS

5.1 Financial Management: It is understood by the Subrecipient that the funds provided are subject to the Federal Government's Office of Management and Budget circulars. A-122, "Cost of Principles for Non-Profit Organizations," No. A-133, "Audits of State and Local Governments. A-110, "Uniform Administrative Requirements for Grants and Other Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" which are the prime federal references governing the use of these funds and the responsibilities of the Subrecipient. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred.

5.1.1 If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate (City) share of administrative costs and shall submit such plan to the City for approval.

5.1.2 Subrecipients which expend $500,000 in Federal funds or more a year shall have an audit conducted in accordance with the Federal Governments' Office of Management and Budget Circular No. A-133. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide City with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement.

5.1.3. Subrecipients expending less than $500,000 in Federal funds per year shall submit to City a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in the event that an audit has been performed, Subrecipient shall provide a copy of the audit.

5.2 Documentation and Record-Keeping: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such documentation shall be in a manner which conforms to HUD and City accounting practices, OMB Circular A-21, and Entitlement Grant Regulations 24 CFR Part 85. Such records shall include, but not be limited to:

5.2.1 Records providing a full description of each activity undertaken;
5.2.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208;
5.2.3 Records required to determine the eligibility of activities;
5.2.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5.2.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
5.2.6 Financial records as required by 24 CFR Part 570.502, and OMB Circulars A-110; and
5.2.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.3 Retention: Records shall be maintained in accordance with requirements (if any) prescribed by the Department of Housing and Urban Development and the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City's Public Works Department, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

5.4 Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.

5.5 Access to Records: At any time during normal business hours and as often as the City, the Department of Housing and Urban Development and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient shall permit the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5.6 Information on File: Subrecipient must have on file with the City or provide access to current copies of:

5.6.1 Certificate of non-profit status;
5.6.2 Subrecipient's articles of incorporation approved by the Secretary of State of the State of Texas;
5.6.3 Copy of the Subrecipient's corporate by laws;
5.6.4 Any license applicable to the Subrecipient's proposed activities;
5.6.5 Listing of the current governing board members (including name, address, occupation, position on board, and tenure);
5.6.6 Current organizational chart showing management and staffing structure;
5.6.7 Subrecipient's written personnel (including staff and volunteers) policies;
5.6.8 Subrecipient's written accounting policies and procedures;

5.6.9 Subrecipient's written procurement policies and procedures; and

5.6.10 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:

5.6.10.1 The major tasks or activities to be performed under this contract;

5.6.10.2 Eligibility requirements for participation;

5.6.10.3 How activities or tasks will be performed;

5.6.10.4 The measurable objectives for each task; and

5.6.10.5 The time frame within which the tasks will be accomplished.

5.7 Procurement: Subrecipient shall comply with all current City and Federal policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless specified otherwise in writing.

5.8 Property Records: Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.208.

5.9 Close-Outs: Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

5.10 Travel: Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract, if that travel is not included in the original description of the approved scope of work.

VI. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

6.1 The City will monitor Subrecipient's services, including on-site and desk reviews of financial and program compliance, on a regular basis to assure contract compliance. Results of the monitoring efforts shall be summarized by City in written reports to the Subrecipient's Executive Director and Board of Directors. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient's noncompliance. The Subrecipient shall provide assistance and information needed by City staff in order for the City to accomplish effective monitoring and evaluation of Subrecipient's performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.

6.2 Subrecipient shall submit a Request for Reimbursement and Performance Report (**Attachment B**) to City on a regular basis specified in Section 2.3. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities and program accomplishments, and an activity report, which will describe the activities accomplished, and the clients served (including individuals, agencies, and organizations). This report will include information including: but not limited to: racial and ethnic identification, household income information, head of household status, residence status, duplicated and unduplicated client counts, the reporting period, and the type of assistance in a format shown in Attachment B. The activity reports, along with the request for reimbursement and supporting documentation, are due within thirty (30) days following a reporting period and must be reviewed and signed by a duly authorized official of Subrecipient.

6.4 Board Participation: The Subrecipient must document, and allow access for City review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

7.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the City of Rowlett for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

7.1.2 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of Texas or to any of the benefits granted to employees of the City under the provisions of the Personnel Policies as now enacted or hereafter amended.

7.1.3 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (P.L. 100-690) and shall require all providers of services under this Agreement to comply with Drug Free Workplace requirements of the above noted Act.

7.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

7.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

7.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

7.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.

7.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

7.2.5 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

7.3 Compliance with Civil Rights Laws and Executive Orders:

7.3.1 The Subrecipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U. S. Immigration Reform and Control Act, Americans with Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended.

7.3.2 The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or ancestry, physical or mental disability, marital/familial status or Vietnam era or disabled veteran status.

7.3.3 The Subrecipient will make reasonable accommodation to the known physical or mental disability of an otherwise qualified employee or applicant for employment.

7.3.4 The Subrecipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Subrecipient's employees are assigned to work.

7.3.5 The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, national origin or ancestry, or physical or mental disability. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

7.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

7.4.1 The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.4.2 The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the City immediately.

7.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

7.5.1 In the procurement of supplies, equipment, construction and services by contractors, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.

7.5.2 No member, officer or employee of the contracting agency, or any other who exercises any functions or responsibilities with respect to the programs of the Subrecipient during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.

7.5.3 The City and the Subrecipient state to the best of their knowledge, no member of the Rowlett City Council and no other officer, employee, or agent of City who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

7.6 Affirmative Action:

7.6.1 Approved Plan: Subrecipient agrees that it shall be committed to Affirmative Action principles as provided in the President's Executive Order 11246 of September 24, 1965.

7.6.2 W/MBE: Subrecipient will use its best effort to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the tem "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority groups members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

7.6.3 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.6.4 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

VIII. GENERAL CONDITIONS

8.1 Indemnification and Release: Subrecipient agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

Subrecipient assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Subrecipient's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

8.2 City shall provide technical assistance to Subrecipient as requested and as mutually agreed upon in the performance of Subrecipient's duties under this Agreement.

8.3 Representation in Proposal: The City has relied on all representations in the Subrecipient's proposal for funding in awarding this contract and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Subrecipient shall owe all amounts paid to it as liquidated damages.

8.4 City Recognition: The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8.5 Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this contract, regardless of whether personally received by the Subrecipient.

For the City, notices may be sent to:

Marc J. Kurbansade, AICP
Director of Development Services
City of Rowlett
3901 Main Street
Rowlett, Texas 75088
972-412-6187 Phone

For the Subrecipient, notices may be sent to:

Chris Kizziar
Executive Director
Life Message, Inc.
4501 Rowlett Road, Suite 200
Rowlett, Texas 75088
469-569-7256 Phone

8.6 Use of Funds for Sectarian Religious Purposes; The Subrecipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:

8.6.1 There will be no religious test for admission for services;
8.6.2 There will be no requirement for attendance at religious services;
8.6.3 There will be no inquiry as to a client's religious preference or affiliation;
8.6.3 There will be no proselytizing; and
8.6.4 Services provided will be essentially secular.

8.7 Lobbying: The Subrecipient understands that utilization of any federally appropriated funds provided the Subrecipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

8.8 Publication, Reproduction and Use of Materials: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the City reserves a royalty-fee, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

8.9 Identification of Documents: All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of the City, month and year of the preparation, name of the Subrecipient and descriptive title.

8.10 Compliance with Laws: In performing the services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

8.11 Insurance and Bonding: The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage.

8.11 Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto.

8.12 Contract Suspension/Termination

8.12.1. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement

shall, at the option of the City, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

8.12.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

8.12.3 If this Agreement is terminated for any of the reasons referenced in Section 8.11 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion.

8.13. Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least forty-five (45) days notice in writing to the Subrecipient. If the Subrecipient is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 8.11 hereof relative to termination shall apply.

8.14 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

8.15 Enforcement: The Subrecipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

8.16 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

8.17 Amendments: City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only be written amendment signed by both City and Subrecipient.

8.18 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of the City of Rowlett, Texas.

8.19 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Council to sign this Agreement. This Agreement shall not become effective or binding until approved by the City of Rowlett Public Works Department Director.

CDBG FUNDING APPROVED BY CITY COUNCIL ON: AUGUST 5, 2014

SUBRECIPIENT NAME:

BY: X_____

Printed Name: _____

Title: Executive Director

ATTEST:

_____

CITY CLERK

CITY OF ROWLETT, TEXAS - "City"

BY: _____
BRIAN FUNDERBURK
CITY MANAGER

DATE: _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:

Attachment A: Budget
Attachment B: Request for Reimbursement and Performance Report

Notary's Acknowledgment – Director of Development Services
Before me, the undersigned authority, on this the _____ day of _____, 20_____, personally appeared _____, who first being duly sworn by me, acknowledged this instrument. _____ My commission expires _____ NOTARY PUBLIC in and for the STATE OF TEXAS

Notary's Acknowledgment – Agency Executive Director
Before me, the undersigned authority, on this the _____ day of _____, 20_____, personally appeared _____, who first being duly sworn by me, acknowledged this instrument. _____ My commission expires _____ NOTARY PUBLIC in and for the STATE OF TEXAS

Notary's Acknowledgment – City Manager
Before me, the undersigned authority, on this the _____ day of _____, 20_____, personally appeared _____, who first being duly sworn by me, acknowledged this instrument. _____ My commission expires _____ NOTARY PUBLIC in and for the STATE OF TEXAS

ATTACHMENT A

2014 BUDGET FOR CDBG PUBLIC SERVICES FUNDING

TOTAL FUNDED AMOUNT: $27,931.00

Item	Total Budget
Food items and basic living necessities	$22,431.00
One dedicated staff position for daily operations of food pantry	$5,500.00
TOTAL	**$27,931.00**

ATTACHMENT B

CITY OF ROWLETT

REQUEST FOR REIMBURSEMENT AND PERFORMANCE REPORT FOR PUBLIC SERVICE ACTIVITIES

AGENCY NAME:	**LIFE MESSAGE, INC.**		
ADDRESS:	4501 Rowlett Road, Suite 200, Rowlett, TX 75088		
PHONE NUMBER:	469-569-7256	**FAX NUMBER:**	
EMAIL	chris@lifemessage.org		
GRANT AMOUNT:	$27,931.00		

Reimbursement Request No. _____ **Date Request Submitted:** _____

Prepared By: ***X***_____ ***Director's Signature:*** ***X*** _____

Reporting Period: From _____ **to** _____

Attached please find supporting documentation and monthly/quarterly Performance Reports for the expenditure of CDBG funds.

SECTION I – EXPENDITURES FOR THIS REPORTING PERIOD

Item Description	Calculation	Amount
Example: Salary Costs – Program Director- 50%	*$15.00/hr x 40 hrs/week x 4 weeks x .50*	*$ 1,200.00*
		$
		$
		$
		$
		$
TOTAL		***$**

* Place Total Amount in No. 3 in Summary below.

SUMMARY		
No.	**Description**	**Amount**
1	Total Grant Amount Awarded:	$ 27,931.00
2	Remaining Balance of Grant Award (from #4 of previous request): *	$
3	**Total eligible expenditures requested for reimbursement (from Total above)**	**$**
4	Remaining Balance of Grant:	$

* Reimbursement Request #1 should include original budget amount. Subsequent requests should indicate Remaining Balance from most recent Request for Reimbursement.

FINAL REIMBURSEMENT REQUEST MUST BE SUBMITTED TO CITY NO LATER THAN _____.

City Review and Approval:
City: _____
Initial/Date

SECTION II – PAGE 1- DIRECT BENEFITS INFORMATION SERVED THIS REPORTING PERIOD

(Keep Year-to-Date running Total for annual report submitted to HUD)

Unduplicated Client Count **Served This Reporting Period:** _____ **B=C=D** ***(total head count for this period)***

Program	A Female Head Of House	White	*w/Hispanic Origin*	Black or African American	*w/Hispanic Origin*	Asian	*w/Hispanic Origin*	American Indian/ Alaska Native	*w/Hispanic Origin*	Native Hawaiian/ Other Pacific Islander	*w/Hispanic Origin*	American Indian/ Alaska Native & White	*w/Hispanic Origin*	Asian & White	*w/Hispanic Origin*	Black/African American & White	*w/Hispanic Origin*	Am. Indian/ Alaska Native & Black/Afr. Am.	*w/Hispanic Origin*	Other Multi-Racial	*w/Hispanic Origin*	B Total by Race
TOTAL THIS REPORTING PERIOD																						
TOTAL YTD																						

Program	<30% Med Income	30-50% Med Inc	<80% Median Income	>80% Med Inc	C Total by Income	City of Rowlett Resident	Smith County	Other	D Total by Area
TOTAL THIS REPORTING PERIOD									
TOTAL YTD									

SECTION II – PAGE 2 - DIRECT BENEFITS INFORMATION SERVED THIS REPORTING PERIOD

(Keep Year-to-Date running Total for annual report submitted to HUD)

Total Client Contacts **During This Reporting Period:** _____ **B=C=D** ***(total count of all services for all clients)***

Program	A Female Head Of House	White	*w/Hispanic Origin*	Black or African American	*w/Hispanic Origin*	Asian	*w/Hispanic Origin*	American Indian/ Alaska Native	*w/Hispanic Origin*	Native Hawaiian/ Other Pacific Islander	*w/Hispanic Origin*	American Indian/ Alaska Native & White	*w/Hispanic Origin*	Asian & White	*w/Hispanic Origin*	Black/African American & White	*w/Hispanic Origin*	Am. Indian/ Alaska Native & Black/Afr. Am.	*w/Hispanic Origin*	Other Multi-Racial	*w/Hispanic Origin*	B Total by Race
TOTAL THIS REPORTING PERIOD																						
TOTAL YTD																						

Program	<30% Med Income	30-50% Med Inc	<80% Median Income	>80% Med Inc	C Total by Income	City of Rowlett Resident	Smith County	Other	D Total by Area
TOTAL THIS REPORTING PERIOD									
TOTAL YTD									

SECTION III – PROGRAM INCOME REPORT

Program Income includes funds earned by agency from the use of CDBG funds – If amount is zero, please indicate that. All Program Income must be expended prior to requesting reimbursement from City - (See Subrecipient Agreement, Section III)

Date	Amount	Source	Utilized For	Remaining Balance

SECTION IV - NARRATIVE ACTIVITY PERFORMANCE

a. Describe specific work tasks and quantifiable accomplishments completed for this reporting period. Include information regarding staff and board development and training.

b. Describe successes or problems encountered with the project. Include plan of action to address any significant problems. Include local, state, or federal changes or issues that affect the client population that your program serves or affects your agency's ability to effectively meet their needs.

c. Describe any changes in hours of operation, staffing, facility needs or problems, financial issues or other significant changes that have occurred.

d. Provide any other information or attachments about your agency or program, i.e. newsletters, letters of support/appreciation from community, news articles, public notices, special events.

e. Describe any activities or services that promote or encourage economic or social self-sufficiency, i.e., educational program components, job training or seeking, etc.

f. Describe any activities or services that assisted the following special-need populations:

- Homeless
- Elderly and Frail Elderly
- Persons with Disabilities
- Persons with Alcohol/Drug Addictions
- Persons with HIV/AIDS

VI. Attachments to be included with each Reimbursement Request

	Copies of supporting financial documentation (invoices, time-sheets, payroll, cancelled checks, etc.)
	Board Minutes (if available – otherwise, provide when completed)
	Newsletters, brochures, news articles, etc. (if applicable)

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 7H

TITLE

Consider an action to approve a resolution approving 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 in the amount of $1,799,933.60 after a $200,000 down payment.

STAFF REPRESENTATIVE

Neil Howard, Fire Chief

SUMMARY

In order to meet the emergency needs of the citizens, Rowlett Fire Rescue must depend upon quality and response-ready fire apparatus. Reliable fire apparatus is one of the most important assets for any fire department. The two primary challenges to fire departments in the planning for and the managing of fleet apparatus is ensuring the right apparatus are available for use and determining when to replace aging apparatus. Rowlett Fire Rescue will need to add an additional quint to the fleet in the immediate future. This is primarily due to future multi-family building projects that pose a new service need to the department. Also, with two of Rowlett Fire Rescue's fire apparatus over 17 years in age, there is a critical need to replace these units. Through this proposal of refurbishing two apparatus and purchasing two additional new apparatus, the fleet will not only best meet the citizen's needs but will also establish an appropriate apparatus use and retirement schedule. The benefits of this proposal are: standardization of apparatus design, reduction of repair expenses, lower apparatus purchase costs through a multi-unit discount, and appropriately resetting the length of expected service life of all fleet fire apparatus.

BACKGROUND INFORMATION

For the purposes of this report, the term fire apparatus excludes ambulances, supervisor's vehicles, and staff vehicles.

This report discusses two types of fire apparatus; fire engines and fire quints.

- A fire engine provides firefighting capabilities through being equipped with personnel, tools, a water pump, a water tank and fire hose.
- A fire quint offers all the same attributes of a fire engine but also provides an aerial ladder. The aerial ladder accomplishes two essential functions, which are potentially necessary at all structure fire incidents. First, the aerial ladder enables the direct rescue of victims from windows higher than ground level. Secondly, the aerial ladder provides an elevated water stream for suppression efforts where ground lines cannot reach the fire.

During a July 2009 Council Work Session, approval was given to remove two engines from front-line use and begin the process of purchasing two new fire engines. While this action was necessary and was designed to address the critical issue of replacing aged fire apparatus, it did not address intermediate or long-term replacement issues already present. The action included the decommissioning and sale of one quint in the fleet in order to partially fund the new purchases. While there was some benefit gained in the action, it did not fully address all fleet issues and it resulted in the department only having one remaining quint in the fleet.

The replaced front-line engines were then placed into reserve status with 13 years of service at the time. Now in 2014, both engines are nearing 18 years of service. It is not a recommended practice to leave fire apparatus in service longer than 15 years (ten years of front-line service and five years in reserve). This is due to high maintenance and repair costs and the reduced reliability of the apparatus.

Also in 2009, Rowlett Fire Rescue determined that ten years of front line service was appropriate given the department's call volume at the time. This assessment still holds true today. However, with increases in population, call volume, and services provided, Rowlett Fire Rescue will soon be forced to re-evaluate serviceable use timeframes to meet the needs of the citizens. Currently, each apparatus must undergo a thorough cost/benefit analysis beginning in year seven and continuing through year ten. The cost benefit analysis will determine whether the apparatus should be replaced versus being refurbished.

On January 6, 2015, Staff brought this item to Council during the work session. Staff discussed the options with Council, and the recommendation of option two was accepted. At the conclusion of the work session on January 6th, City Council directed Staff to submit this item for formal approval.

DISCUSSION

When discussing the role of fire apparatus in emergency services delivery, it is important to remember that fire apparatus do far more than simply transport firefighter personnel. Fire apparatus also provide specialized equipment to emergency scenes, which is necessary to mitigate complex incidents. It is also important to remember that if a fire apparatus is out of service it will be impossible for fire crews to do their jobs. Therefore, it is paramount that fire apparatus stay in response-ready condition at all times.

Because fire apparatus are very specialized, they are expensive. In order to avoid overspending, it is very important to ensure the right apparatus are purchased to best meet the City's needs. Additionally, it is a top priority to protect these City assets through regular maintenance and the establishment of an appropriate service life and rotation schedule. This enables the City to better anticipate and plan for the replacement costs of expensive fire apparatus.

Additional Quint

With recent economic development projects approved, there will soon be new multi-story, multi-family, mixed use buildings in Rowlett that have not previously existed. This poses an expanded

service need for the City. In order to meet the new potential rescue needs of the citizens, a larger aerial quint apparatus will be needed. The current 75-foot aerial device will simply no longer meet the City's reach needs for rescue purposes. In order to meet this need, an E-One 137 foot aerial quint will be necessary. This apparatus will offer a far better ability to rescue trapped victims at multi-story structures.

Reserve Apparatus

A critical component of any fire department fleet is the reserve fire apparatus. The primary reason a department operates reserve or "back up" apparatus is for the purpose of immediate readiness. As previously stated, fire crews cannot accomplish their tasks of firefighting and rescue if they do not have a fire apparatus. Because fire apparatus must undergo routine preventative maintenance and occasional mechanical repairs, it is paramount for a department to have multiple reserve fire engines and/or quints ready and available at all times. This is also a requirement by ISO (the insurance services organization) to which we are bound to maintain certain fleet performance capabilities.

Rowlett Fire Rescue maintains two fire engines in reserve status. Reserve Engine 5 and Reserve Engine 6. Both reserve engines are over 17 years old and have approximately 100,000 miles on them. Currently, each engine has reliability issues. These issues, which are directly attributed to their age and mileage, are costing an extensive amount in repairs and maintenance. While repairs and maintenance items have been diligently maintained, the engines remain less than reliable. For example, Engine 5 recently failed a pump test. This test is a critical annual test that certifies the pump for service. The department is currently waiting for quotes to assess the repairs needed. Engine 6 is not in much better condition. Engine 6 is a light-duty, commercial chassis engine that was purchased for the express purpose of only being a reserve apparatus. However, several years after it was purchased, it was placed into front line service in an attempt to fix a fleet/budget crisis. Because Engine 6 was relied upon in front-line service for so many years, it now has numerous repair needs. Some of the most critical repairs needed involved door repairs. The expected repair costs are quickly overtaking the value of the apparatus themselves. The likelihood of catastrophic breakdown grows more each month. It has been determined that these two apparatus should be replaced.

Below are two tables outlining the maintenance and preventative costs for our two reserve engines:

Table 1 – Engine 5 Hush

Year	Repair and Maintenance	Preventative Costs (tires, inspections, etc.)	Total
FY2011	$4,417.40	$2,929.12	$7,346.52
FY2012	6,015.00	1,014.75	7,029.75
FY2013	4,808.18	3,810.99	8,619.17
FY2014	8,593.48	1,419.97	10,013.45
Four year total	**$23,834.06**	**$9,174.83**	**$33,008.89**

Reserve Engine (RE 5)

DESCRIPTION: This reserve Engine is over 17 years old and has reached the end of its useful service life. Maintenance costs have increased significantly over the past three years. The Engine is in need of repairs to the motor, electrical system and transmission. Additionally, the fire pump failed its annual certification test. The pump must be repaired soon. The necessary repairs for this Engine are expected to be costly.

Table 2 – Engine 6 Freightliner

Year	Repair and Maintenance	Preventative Costs (tires, inspections, etc.)	Total
FY2011	$1,381.89	$1,472.74	$2,854.63
FY2012	1,890.01	3,092.73	4,982.74
FY2013	1,088.18	1,156.96	2,245.14
FY2014	5,681.54	2,288.67	7,970.21
Four year total	**$10,041.62**	**$8,011.10**	**$18,052.72**

Reserve Engine (RE 6)

DESCRIPTION: This reserve Engine is also over 17 years old and has reached the end of its useful service life. This Engine is a commercial class engine and because of that was never intended to be a front-line apparatus. However, this was a front-line apparatus for many years due to budget challenges. Maintenance costs have increased significantly over the past three years as well. The Engine is in need of costly repairs.

Fleet service life and retirement schedule

In order to best plan for apparatus purchases and rotation, an expected service life and retirement schedule must be adopted. The life span of a fire apparatus will depend on factors such as the

frequency of use, local road conditions, and preventative maintenance. While it was previously established to rotate a front-line apparatus to reserve status at year ten, that has proven to be less practical in some circumstances. Many times, apparatus begin incurring major maintenance costs around year seven. Therefore, a cost analysis must be performed on all fire apparatus at year seven. This analysis will determine whether the apparatus can stay in front-line service until year ten or if it should be rotated to reserve status sooner. Because repair costs become exorbitantly high after an apparatus reaches 15 years of age, all fire apparatus are expected to be retired by year 15.

Quint 1 and Engine 3

Our reserve apparatus are not our only high mileage and aged apparatus. Quint 1 and Engine 3 are both in need of refurbishment. Quint 1 is ten years old and Engine 3 is eight years old. While these apparatus are still valuable fleet assets, their repair needs are beginning to run high and their reliability is beginning to become questionable. Both apparatus are more frequently in the repair shop and not in service to the citizens. For example, the repair costs for Quint 1 in FY2014 were $17,490.20. This is a high repair cost and is difficult to budget. Naturally, the replacement costs of these two apparatus are also high. It is estimated that the retail cost of replacing Quint 1 on a single purchase would be in excess of $950,000. The retail replacement cost of Engine 3 on a single purchase is expected to be in excess of $650,000. The good news is replacement of these apparatus is not necessary. The better option is to refurbish each of these apparatus for continued years of service. Refurbishment is a process of rebuilding all of the high wear and tear items such as the motor and transmission. In fact, at the completion of the refurbishment process, the apparatus will look and operate like a brand new unit. The primary advantage of refurbishment is that it can be accomplished for much less than purchasing a new apparatus. In fact, in many cases, the refurbishment costs are between half and one third of the replacement expense and can extend the useful life of the equipment.

75 ‘ Ladder Truck (Quint 1)

DESCRIPTION: Existing apparatus. The Quint offers the utility of the aerial ladder for rescue and performs the functions of the Fire Engine at the same time. The life of the apparatus can be extended and money can be saved by refurbishing this Quint. This apparatus is over ten years old and is in need of several major repairs. The maintenance expenses for this apparatus alone in 2014 was over $17k. The cost of refurbishment is approximately half of the cost to replace it with a new quint.

COST: $375k

Engine (Eng 3)

DESCRIPTION: Existing apparatus. The life of the apparatus can be extended and money can be saved by refurbishing this Engine. This apparatus is over eight years old and beginning to need repairs more frequently. The maintenance expenses for this apparatus in 2014 were remarkably higher than in previous years. The cost of refurbishment is approximately half of the cost to replace it with a new Rescue Engine like this one.

COST: $325k

Opportunities

There are several opportunities available to the City through this proposal that will result in a significant cost savings through the purchasing of fire apparatus. As mentioned previously, refurbishing apparatus is a cost-saving method extending the life of apparatus when those apparatus have been maintained in good condition. The refurbishment of Quint 1 and Engine 3 will save thousands of dollars. Next, because the preferred apparatus vendor continues to be Hall-Mark Fire Apparatus, this proposal includes all purchases and refurbishments through Hall-Mark Fire Apparatus. This results in a significant cost savings through multi-unit purchase pricing. Also, because of a long and successful relationship with Hall-Mark Fire Apparatus, the company has offered to extend 2014 apparatus prices to the City for this proposal only. This, too, will result in a significant cost savings. Finally, through the refurbishment and purchase of four like-new apparatus, there will be a significant cost savings in annual apparatus repairs. It is estimated the City could save at least $10,000 annually in repair expenses through this proposal.

Other benefits of the proposal

Because this proposal provides for four new or like-new apparatus, there is an opportunity to standardize all fire apparatus. The process of standardization started in 2009 with the purchase of the two fire engines. Standardization is important for two reasons. First, a standardized fleet is the most efficiently used by fire personnel and from a training perspective. When tools and resources are the same and located in similarly close locations, crews are better able to use them. Standardization is also helpful in the reduction of fleet preventative maintenance costs. Preventative maintenance items cost less when the same items can be purchased and in bulk. Next, there are two additional benefits of adding another quint to the fleet. First, having two quints in service reduces the occurrence of the City being without a quint due to mechanical repairs or maintenance. Secondly, an additional quint enables the department to respond to more than one incident requiring a quint, should the City need it. This arrangement is known as the 50 percent quint concept. This is where half of the fleet are engines and half of the fleet are quints. Lastly,

this arrangement will help maintain low ISO ratings since quints are multi-purpose units by having both ladder and pumping capabilities.

Proposed new equipment

Throughout this report, staff has tried to provide Council with as much data as is currently available in order to facilitate the best and most informed decision. Further, through this process, staff has tried to do what is needed to best serve Rowlett citizens. While costly, replacing fire apparatus is a necessary part of maintaining a safe, effective and efficient fire department. In addition to this proposal, staff is also working on a long-range apparatus replacement plan. However, the immediate need is to retire the department's two reserve engines and upgrade two other apparatus while they are still in fair condition. As reflected in the report, maintenance issues continue to increase with our reserve apparatus each year. There is a significant risk associated with not having dependable apparatus. Reserve Engine 5 has failed the annual pump test. As a result, this will need to be addressed soon. We are waiting on a quote for the cost to make necessary repairs. However, if Council agrees upon our proposal, this repair will be deferred.

As Council is aware, Option 1 was approved in the FY2015 Budget, which included the purchase of a new HP137 and to Refurbish E3 and our current Quint. This will address some of our needs, but we still have to address having two reserves that are not front-line ready.

In order to ensure the department has reliable front-line and reserve equipment, we need to add the additional pumper to this order. By doing so we will reduce the cost of the new pumper by $121,354. Additionally, this will reduce the cost of the new quint by $274,500. This is a $72,000 savings over the first proposal. By adding that unit to this order we will have a total savings of $395,854 over the HGAC pricing.

There has already been a four percent (4%) increase in pricing, which the vendor has not applied to Rowlett's purchase since we have already been in negotiations prior to the new increase. If these purchases are delayed further, the future purchases will reflect that increase. Staff recommends we retire Reserve E5 and E6 and take advantage of the savings while available.

New 137 ' Ladder (Quint)

DESCRIPTION: New, quint (multi-purpose) apparatus. New and taller multi-story construction within the City makes this apparatus necessary. The Quint offers the utility of the aerial ladder for rescue and performs the functions of the Fire Engine at the same time. By purchasing this apparatus, Rowlett Fire Rescue's fleet will be fully standardized.

COST: $1.1 Mil

New Engine (Pumper)

DESCRIPTION: New Engine/pumper apparatus. The purchase of this Engine will enable the department to address all major fire apparatus needs and reset the rotation and retirement cycle. The Purchase of this Engine will allow for the replacement of both reserve apparatus. Additionally, the purchase of this new engine will facilitate the rotation of two apparatus to be refurbished. The purchase of this engine now with the package will save the City over $200k. By purchasing this apparatus, Rowlett Fire Rescue's fleet will be fully standardized.

COST: $612k

FINANCIAL/BUDGET IMPLICATIONS

After discounts, a $38,000 trade-in of two apparatus, and a down payment, the amount financed will be $1,799,933.60 with the first payment beginning in October 2015. Our current budget is $200,963 for apparatus: $114,660 for a 137' Quint and $86,303 for the Quint 1 and Engine 3 refurbishments. This budgeted amount, plus a $200,000 down payment, will make our estimated annual payments around $205,658 for ten years, assuming a 2.5 percent interest rate. Attachment 4 shows the bid sheet we would use when it is time to finance the transaction. The $4,695 shortfall will be made up from the maintenance budget savings.

There are two options. Staff's recommendation as described above is option two.

EQUIPMENT: E-One 137 Quint, E-One Quest Pumper, and 2 Refurbishments

DISCOUNT SCHEDULE

Discount Schedule	137 Quint (New)	Quest Pumper (New)	Refurbish (Q1 & E3)	Total
HGAC Individual Pricing Less 4%				
Retail Price with HGAC pricing	$1,122,500.00	$611,288.00	n/a	$1,733,788.00
E-One Preferred Customer Discount	$95,000.00	$15,210.00	n/a	($110,210.00)
VIP Discount	$10,000.00	$10,000.00	n/a	($20,000.00)
Subtotal	$1,017,500.00	$586,078.00	n/a	$1,603,578.00
Downpayment				($200,000.00)
Financed Amount				**$1,403,578.00**
Appx Annual Lease Payment				**$160,371.00**

Discount Schedule	137 Quint (New)	Quest Pumper (New)	Refurbish (Q1 & E3)	Total
Option One:				
Retail Price with HGAC pricing	$1,122,500.00	n/a	$700,000.00	$1,822,500.00
E-One Preferred Customer Discount	$95,000.00	n/a	$0.00	($95,000.00)
VIP Discount	$10,000.00	n/a	$0.00	($10,000.00)
Add'l discount if 137 Quint + Refurbs (2)	$97,500.00	n/a	$0.00	($97,500.00)
Subtotal	$920,000.00	n/a	$700,000.00	$1,620,000.00
Downpayment				($200,000.00)
Financed Amount				**$1,420,000.00**
Appx Annual Lease Payment				**$162,247.00**
Option Two:				
Retail Price with HGAC pricing	$1,122,500.00	$611,288.00	$700,000.00	$2,433,788.00
E-One Preferred Customer Discount	$95,000.00	$15,210.00	$0.00	($110,210.00)
VIP Discount	$10,000.00	$10,000.00	$0.00	($20,000.00)
137 Quint + Refurbs (2) Discount	$97,500.00	$0.00	$0.00	($97,500.00)
Add'l discount if 137 Quint + Quest Pumper + Refurbs (2)	$72,000.06	$96,144.34	$0.00	($168,144.40)
Trade-in of Res5 and Res6	$0.00	$0.00	$38,000.00	($38,000.00)
Subtotal	$847,999.94	$489,933.66	$662,000.00	$1,999,933.60
Downpayment				($200,000.00)
Financed Amount				**$1,799,933.60**
Appx Annual Lease Payment				**$205,658.00**

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
101-3016-440-7405	Lease Payments	$200,963.00	$205,658.00
Difference of $4,695 will be covered by a/c#101-3016-440-7803 Maintenance, which has a budget of $110,000.			

RECOMMENDED ACTION

Approve a resolution awarding a bid to Hall-Mark Fire Apparatus on the purchase of a new 137' ladder truck and pumper, as well as the refurbishment of E3 & Q1 in the amount of $1,799,933.60.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO HALL-MARK FIRE APPARATUS OF ROWLETT, TEXAS FOR THE PURCHASE OF A QUINT, AN ENGINE, AND TWO REFURBISHMENTS IN THE AMOUNT OF $1,799,933.60.

WHEREAS, it is necessary to purchase a new Quint fire apparatus and a new fire engine for the safety of our firefighters and our citizens; and

WHEREAS, Hall-Mark Fire Apparatus in Rowlett, Texas is allowing the City to purchase the foregoing fire vehicles and apparatus at 2014 pricing along with discounts due to multi-unit pricing; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to exercise such contracts with Hall-Mark Fire Apparatus for the purchase of a Quint, an engine, and two refurbishments, which are expected to be in service for a ten (10) year term.

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

Section 1: That the City Council of the City of Rowlett does hereby accept the bid of and award a contract to Hall-Mark Fire Apparatus in Rowlett, Texas for the purchase of a 137' ladder truck (Quint), an E-one engine, and the refurbishment of Engine 3 and Quint 1 with estimated annual payments of approximately $205,658 for ten years.

Section 2: That the City Manager or his designee is hereby authorized to execute purchase contracts and to issue appropriate purchase orders to conform to this resolution.

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

ATTACHMENTS

Attachment 1 – Drawing of Pumper Apparatus Officer's Side
Attachment 2 – Drawing of Pumper Apparatus Driver's Side
Attachment 3 – Drawing of Ladder Truck CR13
Attachment 4 – Financing Proposal
Attachment 5 – Hall-Mark Master Quote

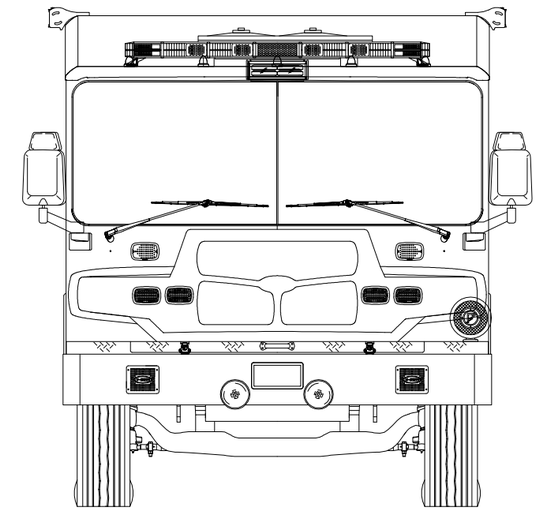
ROWLETT FIRE DEPT.

ROWLETT, TEXAS

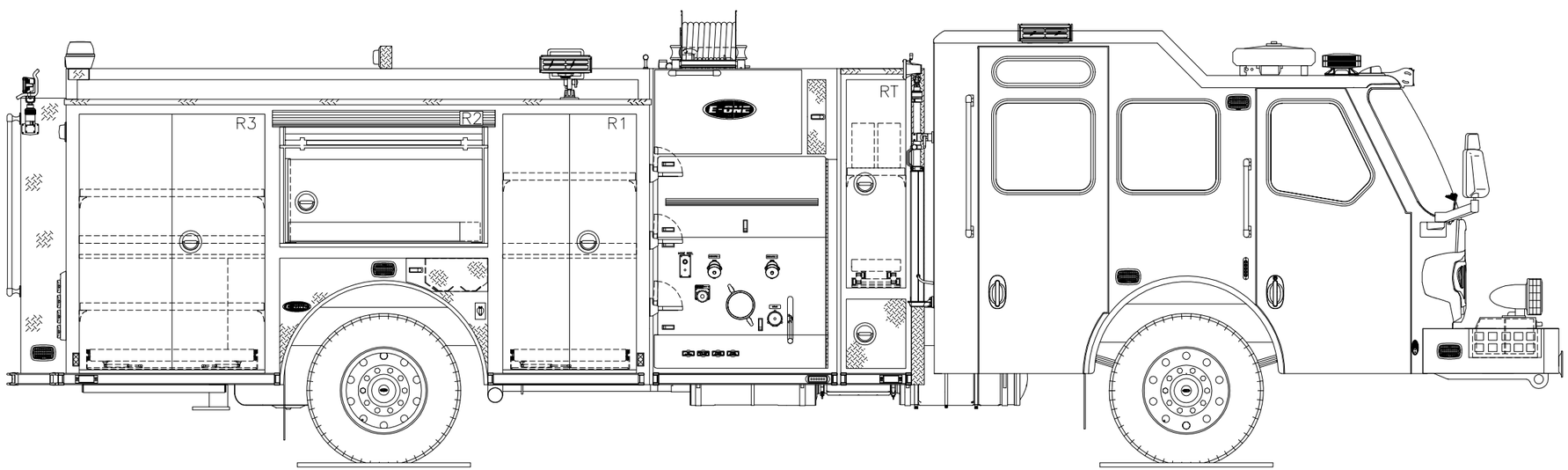
SO138853 / Q63231

E-ONE CUSTOM PUMPER

QUEST II LONG CAB 4X2 CHASSIS



DRAWING TO BE UP–DATED
TO NEW QUEST CAB
WHEN DETAILS ARE AVAILABLE.



VH	A	RFC (post prebuild) NEW, SO# 138853	2014–FEB–28	VH
KMARQUES	A	INITIAL RELEASE	2014–JAN–29	VHAYDEN
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 2 OF 2

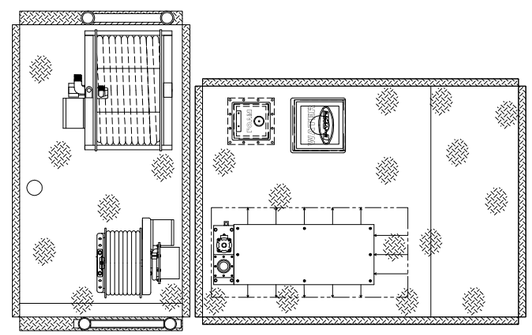
ROWLETT FIRE DEPT.
ROWLETT, TEXAS

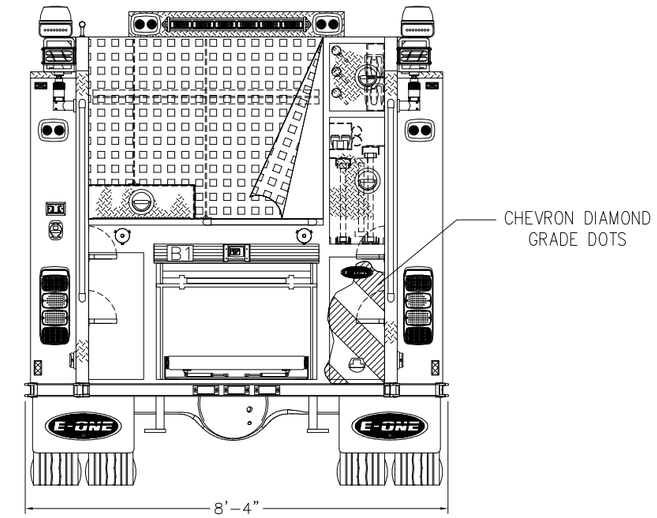
SO138853 / Q63231

E-ONE CUSTOM PUMPER
QUEST II LONG CAB 4X2 CHASSIS

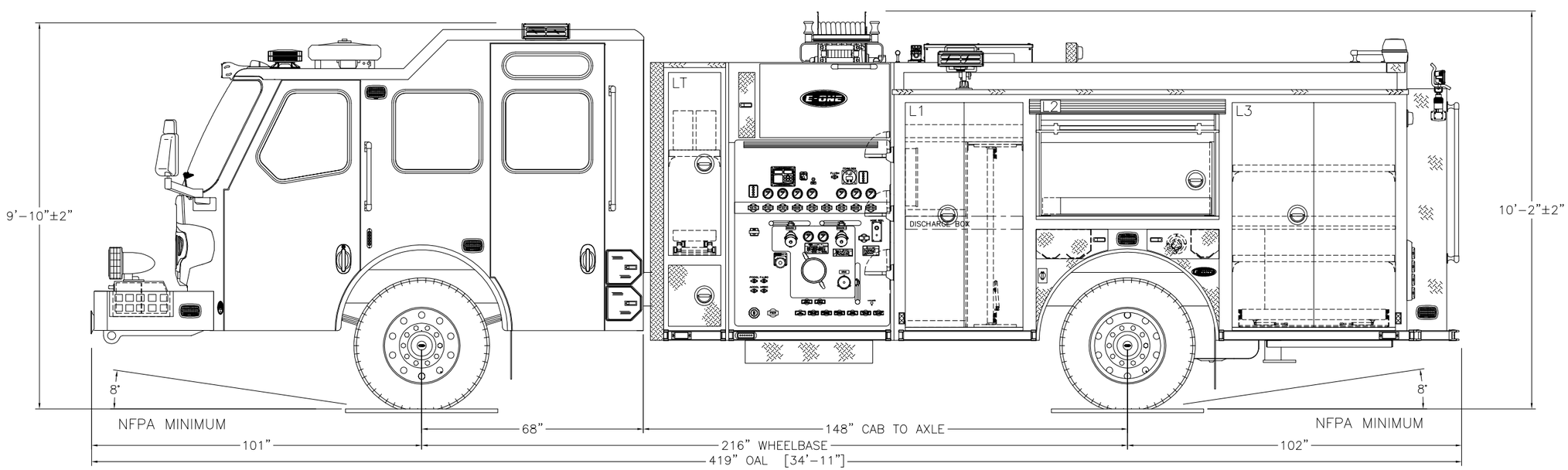
	HOSE LOAD:
2000 GPM HALE QMAX PUMP 500 GALLON WATER TANK 30 GALLON INTEGRAL CLASS "A" FOAM	300' OF 3.00" DJ 1400' OF 5.00" LDH

COMPT.	OPENING		INTERIOR DIMENSION			
L1	36W	68H	36W 36W	12H 56H	12D 26D	UPPER LOWER
R1	36W	68H	36W 36W	34H 30H	12D 26D	UPPER LOWER
L2/R2	54W	25H	56W	25H		12D
L3/R3	50W	68H	50W 50W	34H 30H	12D 26D	UPPER LOWER
B1	36W	21H	38W	21H		41D





HOSEBED HEIGHT: (FOR REFERENCE ONLY)	
TO TAILBOARD:	39"
TO GROUND:	63"



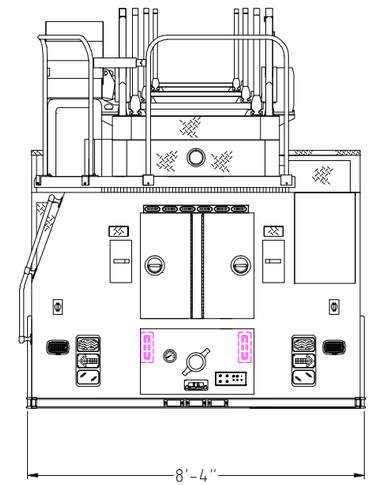
VH	A	RFC (post prebuild) NEW, SO# 138853	2014-FEB-28	VH
KMARQUES	A	INITIAL RELEASE	2014-JAN-29	VHAYDEN
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 1 OF 2

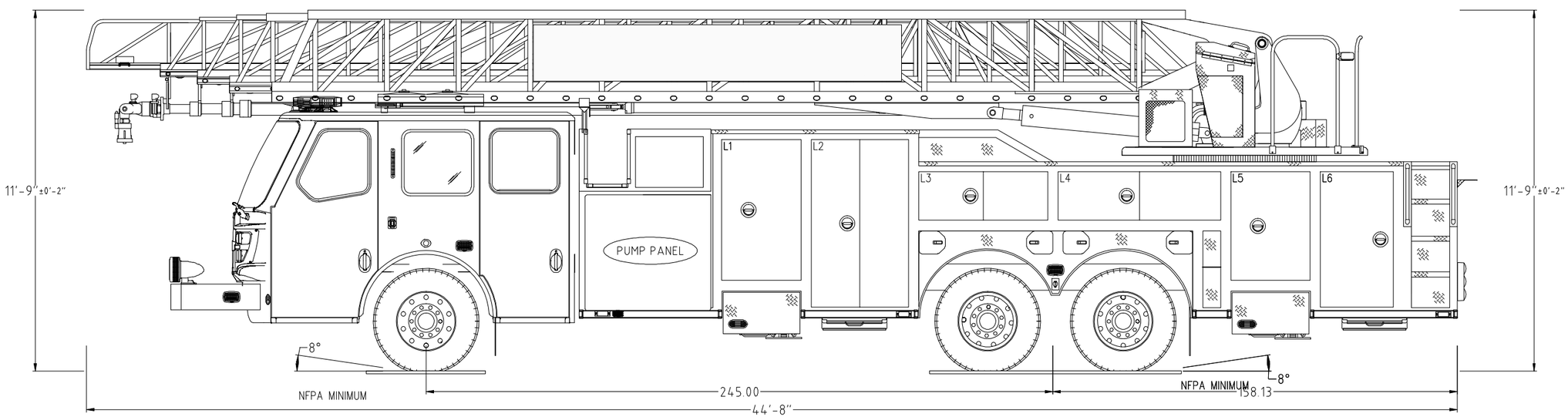
ROWLETT FIRE DEPARTMENT
4701 ROWLETT ROAD
ROWLETT, TX 75088

Quote No: 68458

9/15/2014

Quote Rev:28 Drawing Rev:2





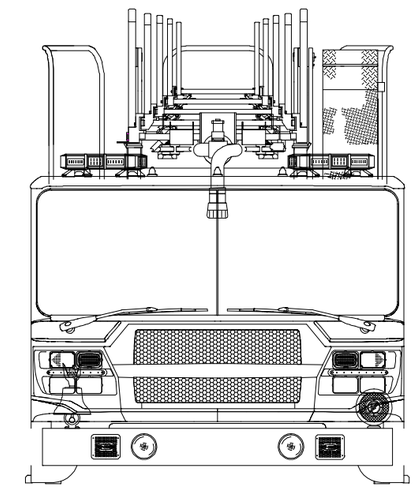
POWERED BY EZDRAW

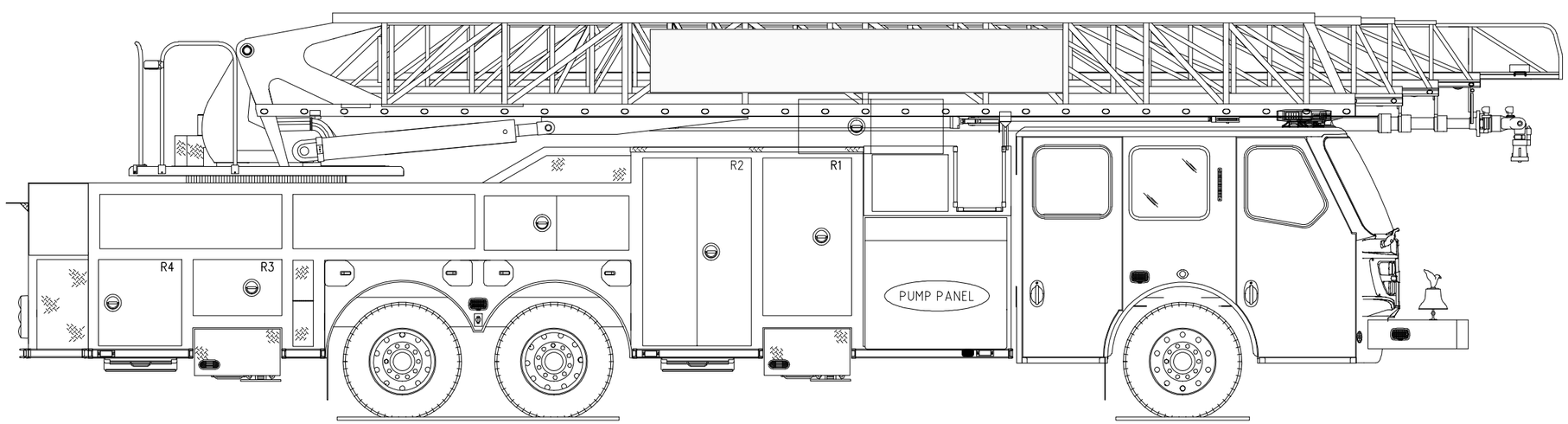
Notice: This drawing provides a GENERAL REPRESENTATION of the vehicle configuration and should be used for evaluation purposes. The respective dimensions shown,including overall height and length, are estimates and may vary due to manufacturing processes. All other items such as lighting and fixtures, plumbing, compartmentation, and other generally assembled details are shown for REFERENCE ONLY and may not be a direct reflection of the final truck configuration. In ALL situations where this drawing may conflict with the specifications, THE SPECIFICATIONS, AS REFLECTED IN THE APPROVED SHOP ORDER, SHALL PREVAIL. Unless otherwise specified, the proposed apparatus will be manufactured to the latest NFPA recommendations as well as other applicable federally regulated safety regulations. E-One reserves the right to engineer and incorporate design improvements and changes without notice, while adhering to the intent of the specification.

2000 GPM HALE QMAXPUMP
0 TOTAL VOLUME
0 TOTAL FOAM

HOSE LOADS :

	OPENING		INTERIOR DIMENSIONS				
COMPT.	WIDTH	HEIGHT	WIDTH	LOWER HEIGHT	LOWER DEPTH	UPPER HEIGHT	UPPER DEPTH
L1	31	55	31	30	14	25	19
L2	38	65.5	38	30	26	35.5	19
L3	50.5	19	50.5	30	26	N/A	N/A
L4	63.5	19	63.5	30	20	N/A	N/A
L5	31	42.5	31	30	14	12.5	18
L6	28.5	53	28.5	30	22	23	18
R1	31	55	31	30	14	25	19
R2	38	65.5	38	30	26	35.5	19
R3	31	19.5	31	30	14	N/A	N/A
R4	29	30	29	30	22	N/A	N/A





POWERED BY EZDRAW

City of Rowlett Request for Ballpark Quote of
10 Year Lease Purchase Financing of
One Emergency One Aerial Fire Truck, One Fire Pumper Truck and
Refurbishing Existing Pumper Truck & Ladder Truck
December 18, 2014

The City of Rowlett is interested in a ballpark quote on ten (10) year financing of One Emergency-One (E-One) Aerial Fire Truck, One Fire Pumper Truck and Refurbishing Existing Pumper and Ladder Trucks in the amount of **$1,999,934** as shown below.

The successful Financing firm will process multiple payments to the Vendor pursuant to delivery, acceptance, and invoicing of the 4 trucks described above.

This transaction should be structured as a Municipal Lease Purchase Agreement under the Guidelines of the Texas Public Property Finance Act and will contain the usual clauses required to include $1.00 purchase option, early payoff privileges, suitable appropriations, etc. This is a **non-qualified bank transaction**. **The City does expect to issue more than $10,000,000 worth of obligations in this 2014 calendar year.**

The down payment to the successful financing firm will be made on April 15, 2015
and first payment on October 31, 2015 and on October 15, 2015 in 2016, 2017, and so on.)

Please attach a proposed Amortization Schedule.

LESSEE:	City of Rowlett, Texas
EQUIPMENT:	One E-One Aerial Fire Truck, Fire Pumper Truck, One Refurbished Pumper Truck, One Refurbished Ladder Fire Truck
EQUIPMENT COST:	**$1,999,934**
DOWN PAYMENT:	$ 200,000 (Paid April 15, 2015)
AMOUNT FINANCED:	$1,799,934
CONTRACT CLOSING DATE:	On or about Spring 2015 is anticipated
EQUIPMENT DELIVERY:	12-18 Months
PURCHASE OPTION:	$1.00 due upon completion of contract (This may be included with final payment amount)
TERM, ANNUAL PAYMENTS:	**10 Year**
PAYMENTS COMMENCING:	10/31/2015 & same month and day in 2016, 2017, etc.
EFFECTIVE INTEREST RATE:	_____%
ANNUAL PAYMENT	$_____
OTHER COSTS	$_____

Describe other Costs _____

Company Name _____

Hall-Mark Fire Apparatus - Texas LLC
2805 Singleton
Rowlett, Texas 75088

QUOTATION

To:

City of Rowlett | 4701 Rowlett Road. Rowlett, TX 75088|

Date: December 17, 2014
Our Ref: R-121714-01
Your Ref: RFQ
Subject:

Page 1 of 1

ITEM	QTY	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1	Package # 1 - CR137 Quest Gen II Ladder Truck, Refurb of a E-One 75' Ladder, and a E-One Pumper	$1,822,500.00	Each	$1,822,500.00
		Deduct E-One Customer Discount	$95,000.00 E-One Discount		$1,727,500.00
2	1	Package #2 - CR137 Quest Gen II Ladder Truck, Plus Refurbs of an E-One 75 Quint and E-One Pumper	$97,500.00		$1,630,000.00
		Discount for New Appartatus and 2 Refurbs Ladder Truck = $930,000.00 Refurbs = $700,000.00	Multi Truck Discount		
			$10,000.00 VIP Discount for Package # 2 Only		$1,620,000.00
3	1	Package #3 - CR137 Quest Gen II Ladder Truck, Plus Refurbs of an E-One 75' Quint and E-One Pumper, Plus a 2015 E-One Quest Pumper	$168,144.40 Multi Truck Discount		$2,057,933.60
			$20,000.00 VIP Discount for Package #3 only		$2,037,933.60
4	1	Trade in Value for 2 Apparatus	$38,000.00		Deduct from each package
5	1	HGAC	$2,000.00	Lot	$2,000.00

Payment Terms: Payment Due on Delivery

Shipping Terms: FOB Delivered

Prices Firm: January 16, 2015

Shipment:

Hall-Mark Fire Apparatus - Texas

By Randy Harley

Direct Phone: **903-910-9048**

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 8A

TITLE

Conduct a public hearing to discuss and consider an order for a Local Option Special Election to be held on Saturday, May 9, 2015.

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.

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.

This item is the next step in the process – to order the Special Election. This item will be placed on the ballot for the May 9, 2015, election.

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. The City anticipated the possibility of an election in May this year to authorize the sale of general obligation bonds. As a result, the City has $42,700 budgeted in account number 101-1504-430-7107.

RECOMMENDED ACTION

Move to approve an ordinance to order a Local Option Special Election to be held on Saturday, May 9, 2015.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ORDERING A SPECIAL ELECTION TO CONSIDER "THE LEGAL SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY" FOR SATURDAY, MAY 9, 2015; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING EARLY VOTING AND ELECTION DAY TIMES AND LOCATIONS; PROVIDING THE DATE OF CANVASSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on this the 20th day of January, at a meeting of the City Council of the City of Rowlett, Texas, the meeting was called to order and the Council ordered a special election be held on May 9, 2015; and,

WHEREAS, having received application and subsequent petition containing the requisite number of signatures of voters of the City of Rowlett; and,

WHEREAS, the City Council orders a local option election to determine whether the sale of alcoholic beverages shall be legalized; and,

WHEREAS, the election shall be held as a Joint Election administered by the Dallas County Elections Administrator for all Rowlett registered voters in accordance with the provisions of the Texas Election Code and a Joint Election Agreement.

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

Section 1: That an election be held in the City of Rowlett, Texas on the 9th day of May, 2015, to submit to the qualified voters of the City for their approval or disapproval of the "legal sale of alcoholic beverages for off-premise consumption only"; such election being a special election held in conjunction with the General Election.

Section 2: That notice of said election shall, as required by law, be published two times in the official newspaper of the City and shall be posted on the bulletin board used to publish notice of the City Council meetings. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting, the starting date, and the place of posing. The notice shall be published on the same day in each of the two successive weeks, with the publications occurring before the 14th date before the election.

Section 3: An Order of Special Election for Municipalities is attached hereto and referenced as Exhibit A.

Section 4: The City Secretary shall present such returns to the City Council for the canvassing of said election. The canvass of said election returns shall be conducted by the City Council at their meeting scheduled for May 19, 2015.

Section 5: This ordinance shall take effect from and after its passage, and the publication of the caption as the law and charter in such case provides.

ATTACHMENTS

Attachment 1 – Application for Local Option Election Petition to Legalize
Attachment 2 – Election Code Title 17, Local Option Elections
Exhibit A – Order of Special Election for Municipalities

ATTACHMENT 1

AAOP

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,"

Signature (on top line) / Printed Name (under signature)	***Residence Address***	***Voter Reg.#***
1. Nancy Lancaster / Nancy Lancaster	9916 Dalrock, 75089	1080872556
2. Lonnie Cornwell / LONNIE CORNWELL	4106 BAYNATCH DR 75088	1080733297
3. Wayne E. Baxter / WAYNE. E BAXTER	8713 VERNON DR 75088	1178482560
4. Mike Lancaster / Mike Lancaster	9916 Dalrock Rd 75089	1080628967
5. Matt Grubisich / Matt Grubisich	10322 Augusta Rd.	1088250575
6. Martin Munson / MARTIN MUNSON	9302 BARTON CREEK DR	1086964387
7. Robert B. Higgins / Robert B. Higgins	2302 Tanglewood Ln.	1081486616
8. Robert S. Mitchell / Robert S. Mitchell	5202 Vagas Drive	1042702125
9. Verla Marquardt / Verla Marquardt	4509 Chimsa Rd Rowlett	1083534502 ~~1082222869~~
10. Dianne Shaw / Dianne Shaw	8614 Coventry Dr. 75089	1082222869

ATTACHMENT 1

AAOP

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,"

Signature (on top line) / Printed Name (under signature)	***Residence Address***	***Voter Reg.#***
1. Otis Marquardt / OTIS MARQUARDT	4509 CHIESA LOT 11 - Rowlett TX	108 3510204
2. Joyce Ware / Joyce Ware	8317 Trail Lake Dr. Rowlett TX	119 5378578
3. Cynthia Baxter / CYNTHIA Baxter	8713 Vernon Dr Rowlett TX	117848 2556
4. John J Horan Jr / John J Horan Jr	7705 WESTOVER DR ROWLETT TX 75089	104 2735300
5. Kay Burns / Kay Burns	8102 Woodside Rd Rowlett Tx 75088	104 2766058
6. James E. McAmis / James E. McAmis	8617 Smarth St. Rowlett 75088	107 8500873
7. Jim Withrow	8020 Tulane DR Rowlett TX	108 1608986
8.	7809 Defenderhn	
9.		
10		

localmedia

YOUR COMMUNITY DELIVERED

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)

Inside Sales Manager of the Rowlett Lakeshore Times, Internet

Subscribed and sworn on this

17 day of October, 2014

Notary Public, State of Texas

JON CRAWFORD
Notary Public, State of Texas
Commission Expires
March 14, 2016

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.

EXHIBIT A

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

NOTICE/ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES
AVISO/ORDEN DE ELECCION ESPECIAL PARA MUNICIPIOS

A special election is hereby ordered to be held on May 9, 2015 for the purpose: to consider "The legal sale of all alcoholic beverages for off-premise consumption only."
Por la presente se ordena que se llevará a cabo una elección especial el 9 mayo 2015 con el propósito de: "La venta legal de todas bebidas alcohólicas para consumo solamente fuera del establecimiento."

Early voting by personal appearance will be conducted at the following locations and times*:
La votación adelantada en persona se llevará a cabo en las siguientes ubicaciones y horas:

DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION TO BE HELD ON SATURDAY, MAY 9, 2015
Fechas y horarios de votación adelantada para la elección conjunta que se celebrará el sábado, 9 de mayo 2015

LOCATIONS WILL BE PROVIDED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT UPON FINAL DETERMINATION OF PARTICIPATING ENTITIES.*

DATES AND TIMES OF EARLY VOTING
FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA

April 27 (MONDAY THROUGH FRIDAY) May 01	**8 AM TO 5 PM**
27 de avril (lunes a viernes) 1 de mayo	***8 a 5 p***
May 2 (SATURDAY)	**8 AM TO 5 PM**
2 de mayo (sábado)	***8 a 5 p***
May 3 (SUNDAY)	**1 PM TO 6 PM**
3 de mayo (domingo)	***1 p 6 p***
May 4 (MONDAY AND TUESDAY) May 5	**7 AM TO 7 PM**
4 de mayo (lunes y martes) 5 de mayo	***7 a 7 p***

**** Subject to Change / sujeto a cambios***

Location of Election Day Polling Place
Ubicación de las casillas electroales el Día de Elección

MAY 9 (SATURDAY)
9 DE MAYO (SÁBADO)
TIMES OF VOTING
HORARIOS DE LAS VOTACIÓNES
7 AM TO 7 PM
7AM A 7PM

CULLINS LAKE POINTE SCHOOL	**5701 SCENIC DRIVE**	**ROWLETT**	**75088**
COYLE MIDDLE SCHOOL	**4500 SKYLINE DRIVE**	**ROWLETT**	**75088**
SCHRADE MIDDLE SCHOOL	**6201 DANDRIDGE ROAD**	**ROWLETT**	**75089**
HERFURTH ELEM SCHOOL	**7500 MILLER ROAD**	**ROWLETT**	**75088**

Applications for ballot by mail shall be mailed to:
Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:

Toni Pippins-Poole, Dallas County Elections Administrator

(Name of Early Voting Clerk)
(Nombre del Secretario(a) de la Votacion Adelantada)

2377 N. Stemmons Freeway, Suite 820
(Address) *(Direccion)*

Dallas, Texas 75207
(City) *(Ciudad)* (Zip Code) *(Zona Postal)*

Applications for ballot by mail must be received no later than the close of business on
(Las Solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el)

April 30, 2015 *(30 de avril de 2015)*

Issued the 20th day of January, 2015.
Emitida 20 de enero 2015.

Signature of Mayor
Firma del Alcalde

Signature of Councilmember
Firma de la miembro del consejo

Signature of Councilmember
Firma de la miembro del consejo

Signature of Councilmember
Firma de la miembro del consejo

Signature of Councilmember
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Signature of Councilmember
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Signature of Councilmember
Firma de la miembro del consejo

City of Rowlett

Staff Report

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

AGENDA DATE: 01/20/15 **AGENDA ITEM**: 8B

TITLE

Consider adoption of an ordinance authorizing the issuance and sale of City of Rowlett, Texas Limited Tax Note, Series 2015; levying an annual ad valorem tax and providing for the payment of said note; providing an effective date; and enacting other provisions relating to the subject.

STAFF REPRESENTATIVE

Alan Guard, Chief Financial Officer

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.

In order to make the purchase, complete the renovation and relocation of the Library to the new building, staff has recommended using a seven-year tax note to fund the project. This agenda item authorizes the sale of the tax note for approximately $1,235,000.

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.

At the January 13th work session, staff presented information related to the sale of tax notes and the budgeted funds for the transition costs, including design and renovation of the facility for use as a library and the relocation expense of books, furniture and shelving. Due to a favorable interest rate projected by the City's financial advisors, Council directed staff to include all the transition costs in the tax note and reserve the budgeted funds for other purposes. A breakdown of those funds are included in the Financial/Budget Implications below.

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

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-story 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 0.88 miles from the existing Library location in Downtown.

In addition to the purchase price, City Council directed staff to include any closing costs, renovation costs, and relocation expenses in the amount of the tax note. Closing costs and cost of issuance are expected to be about $35,000, relocation expense is estimated to be $40,000 and renovation costs, including design, approximately $36,000. Including the $800,000 purchase price, this brings the total of the tax note to $1,235,000.

FINANCIAL/BUDGET IMPLICATIONS

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 were reserved in this budget and $185,000 for the note payment in FY2016, leaving $530,000 for improvements.

Funding Source	FY2015	FY2016	Total
General Fund	$185,000	$185,000	$370,000
Cash CIP	200,000	200,000	400,000
Subtotal	$385,000	$385,000	$770,000
Less moving / finish out expenses	(40,000)	(200,000)	(240,000)
Total	$345,000	$185,000	**$530,000**

At the January 6th meeting, Council provided direction to staff to include the renovation and relocation expenses in the tax note. Based on this direction, to roll all the transition costs, including the $40,000 moving expense, into the seven-year tax note, the total tax note will be $1,235,000, and $385,000 will be freed for other uses in FY2015.

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 for $1,235,000 at an estimated interest rate of 1.85 percent with an estimated annual payment of $195,000.

RECOMMENDED ACTION

Approve an ordinance authorizing the issuance and sale of City of Rowlett, Texas Limited Tax Note, Series 2015; levying an annual ad valorem tax and providing for the payment of said note; providing an effective date; and enacting other provisions relating to the subject.

ORDINANCE

See Exhibit A

ATTACHMENT

Exhibit A – Ordinance Authorizing the Issuance and Sale of City of Rowlett TX Limited Tax Note Series 2015

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROWLETT, TEXAS LIMITED TAX NOTE, SERIES 2015; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID NOTE; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF DALLAS AND ROCKWALL §
CITY OF ROWLETT §

WHEREAS, the City Council (the "City Council") of the City of Rowlett, Texas (the "City"), hereby finds and determines that it is necessary, useful and appropriate for the City to authorize and provide for the issuance and sale of a note of the City for the public purpose of paying costs of acquiring, renovating and equipping a building and related land to be used for a municipal library and other municipal purposes, and for paying the costs of issuance of the Note, as authorized by Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The note of the City of Rowlett, Texas (the "Issuer") is hereby authorized to be issued and delivered in the aggregate principal amount of $1,235,000 for the public purpose of paying costs of acquiring, renovating and equipping a building and related land to be used for a municipal library and other municipal purposes (the "Project"), and to pay the costs associated with the issuance of the Note.

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, MATURITY AND INTEREST RATE OF NOTE. Each note issued pursuant to this Ordinance shall be designated: "CITY OF ROWLETT, TEXAS LIMITED TAX NOTE, SERIES 2015," and there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated January 20, 2015, in the denomination and principal amount of $1,235,000, numbered R-1, with any note issued in replacement thereof being in the denomination of the full principal amount of the series of which the note is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said note (in each case, the "Registered Owner"). Principal of said Note shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF NOTE set forth in this Ordinance. The Note shall bear interest on the unpaid balance of the principal amount thereof from the date of delivery to the scheduled due date of the principal installments of the Note at the rate of interest stated in the FORM OF NOTE set forth in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Registration. The Issuer hereby appoints _____, _____, _____, to serve as paying agent and registrar for the Note (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Note (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Note. Registration of assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Note and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, shall properly and accurately record all payments on the Note on the Registration Books, and shall keep proper records of all exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may and shall be prepaid or redeemed prior to its scheduled maturity (iii) may be exchanged for another Note, (iv) may be transferred and assigned, (v) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Note shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

Section 4. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$1,235,000

CITY OF ROWLETT, TEXAS
LIMITED TAX NOTE
SERIES 2015

Interest Rate	Delivery Date
As Shown Below	_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS

The City of Rowlett, in Dallas and Rockwall Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum for each principal installment as set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Note shall mature and shall be payable in installments on the dates and in the amounts set forth in the table below:

Payment Date	Principal Installment	Interest Rate
February 1, 2016	$ 160,000	
February 1, 2017	170,000	
February 1, 2018	175,000	
February 1, 2019	180,000	
February 1, 2020	180,000	
February 1, 2021	185,000	
February 1, 2022	185,000	

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on February 1, 2016, and on each August 1 and February 1 thereafter to the date of maturity or the date of redemption prior to maturity. The last principal installment of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Note. The

payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note, or upon redemption of this Note at the option of the Issuer prior to maturity as provided herein, shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated January 20, 2015, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $1,235,000 for the public purpose of paying the costs of acquiring, renovating and equipping a building and related land to be used for a municipal library and other municipal purposes, and to pay the costs associated with the issuance of the Note.

ON AUGUST 1, 2016, or any date thereafter, the unpaid principal installments of the Note may be redeemed in whole or in part prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 20 days prior to the date fixed for any optional redemption of the Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Note at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PAYMENT OR PARTIAL REDEMPTION of the outstanding principal balance of this Note, the Paying Agent/Registrar, shall note in the Payment Record appearing on this Note the amount of such payment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Note Registration Books, and the Paying Agent/Registrar shall also record in the Note Registration Books all payments of principal installments on such Note when made on their respective due dates.

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of $1,235,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the registered owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owner of the Note.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____
_____, _____
Paying Agent/Registrar

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide

and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTE.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not

required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person,

and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers (if obtained) may, at the option of the Issuer, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Project financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the Project financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund,

if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with –

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Note will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations (hereinafter defined). It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "Treasury Regulations"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest

on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project financed with the proceeds of the Note on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Note or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Note or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to _____ (the "Purchaser"), _____, _____, for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro Tem, City Manager and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar (the form and substance of which are hereby approved) and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in connection with the issuance of the Note in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Note.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Note, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with

the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

(1) Make any change in the maturity of the Note;

(2) Reduce the rate of interest borne by the Note;

(3) Reduce the amount of the principal of the Note;

(4) Modify the terms of payment of principal or of interest on the Note or impose any condition with respect to such payment; or

(5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after 6 months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Note, the Issuer shall rely solely upon the registration of the ownership of such Note on the registration books kept by the Paying Agent/Registrar.

Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2015 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided, and to pay the costs of issuance of the Note. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this January 20, 2015.

_____
Mayor, City of Rowlett, Texas

ATTEST:

_____
City Secretary, City of Rowlett, Texas

[CITY SEAL]