



# City of Rowlett

## Meeting Agenda

### City Council

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

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

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Tuesday, May 3, 2016

5:45 P.M.

Municipal Building – 4000 Main Street

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

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

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

There are no agenda items.

**3. WORK SESSION (5:45 P.M.) \* Times listed are approximate.**

- 3A.** Discuss implementation of a Library RFID (Radio Frequency Identification) system. (20 minutes)
- 3B.** Discuss status of Community Development Block Grant funding for Plan Year 2015 and allocation of funding for Plan Year 2016 (October 1, 2016 - September 30, 2017). (40 minutes)
- 3C.** Discuss Martha Lane Water Tower Status. (10 minutes)
- 3D.** Discuss approving and ratifying an emergency construction contract with TRI-CON Services in the amount not to exceed \$593,081.00 for the 36 inch gravity sanitary sewer line repair and replacement. (15 minutes)

**4. DISCUSS CONSENT AGENDA ITEMS**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**TEXAS PLEDGE OF ALLEGIANCE**

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

## **5. PRESENTATIONS AND PROCLAMATIONS**

- 5A.** Presentation of proclamation to Purple Heart Recipient, PFC Francis James Cameron, Jr.
- 5B.** Presentation of proclamation recognizing the month of May, 2016 as National Motorcycle Awareness Month.
- 5C.** Presentation of proclamation recognizing the week of May 15-21, 2016, as National Police Week.
- 5D.** Presentation of proclamation recognizing the week of May 1-7, 2016, as Rowlett Detention Officers Week.
- 5E.** 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 April 19, 2016 City Council Regular Meeting.
- 7B.** Consider action to approve a resolution entering into an Interlocal Agreement with the City of University Park, which will allow both cities to cooperatively purchase goods and services under each other's competitively bid contracts.
- 7C.** Consider action to approve a resolution awarding the proposal for a Library Radio Frequency ID system to EnvisionWare, Inc. in the amount of \$61,606 and authorizing the City Manager to execute the necessary documents for said contract.
- 7D.** Consider action to approve a resolution for a Development Agreement between the City of Rowlett, Texas, Homestead Liberty Grove Home Owners Association, and Arcadia Liberty Grove Development 1, LLC, for the purpose of maintenance of street signage within the Homestead at Liberty Grove New Neighborhood Development.
- 7E.** Consider action to approve a resolution accepting the quote and awarding a contract to Ramco Rugged Portables in the amount of \$55,920 to purchase eight rugged Patrol PC computers and mounting hardware for eight police vehicles.
- 7F.** Consider action to approve a resolution approving and ratifying an emergency construction contract with TRI-CON Services in the amount not to exceed \$593,081.00 for the 36 inch gravity

sanitary sewer line repair and replacement and authorizing the Mayor to execute the contract and necessary documents for said services.

- 7G.** Consider action to approve a resolution accepting cooperatively bid pricing and awarding a contract to Synetra, Incorporated in the amount of \$65,910 to replace 38 existing desktop computers and 11 laptops (JB DesktopEliteBook Quote Exhibit A) located within the police and fire departments through the interlocal cooperative purchasing agreement with the Texas Comptroller of Public Accounts and the Department of Information Resources (DIR) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

**8. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 8A.** Consider a resolution granting a request for a variance from the distance requirement for El Centro Mexican Restaurant, located at 3813 Main Street, Downtown Rowlett, wishing to sell alcoholic beverages for on premise consumption.
- 8B.** Conduct a public hearing and consider an ordinance approving a request for a rezoning from Single Family-40 Zoning District to a Planned Development District with an underlying zoning of Single Family 5 (SF-5) for the purpose of constructing a single family neighborhood. The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 8.437 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas.
- 8C.** Conduct a public hearing and consider an ordinance approving a Special Use Permit to allow a licensed foot spa and body massage establishment in the General Commercial/Retail Zoning District for property located at 8301 Lakeview Parkway, Suite 110, further described as a 1,200+/- square foot existing lease space being part of Block A, Lot 1, of the Amesbury Addition City of Rowlett, Dallas County, Texas.

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

**9. ADJOURNMENT**

*Laura Hallmark*

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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](http://www.rowlett.com)) on the 29<sup>th</sup> day of April 2016, by 5:00 p.m.



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

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

**AGENDA DATE:** 5/3/2016

**AGENDA ITEM:** 3A

**TITLE**

Discuss implementation of a Library RFID (Radio Frequency Identification) system. (20 minutes)

**STAFF REPRESENTATIVE**

Kathy Freiheit, Director of Library Services

**SUMMARY**

Radio Frequency Identification (RFID) systems offer significant gains through reduction of labor-intensive workflows, enhanced customer services, and improved materials management. The Library's electromagnetic (EM) theft detection system, now 20 years old, has become increasingly unreliable and precludes the integration of new technologies which can improve collection security, better facilitate inventory control, and streamline workflows, benefiting both the Library and patrons. RFID enables implementation of customer self-checkout, whereby borrowers have the ability to check out items on their own, freeing staff for more direct customer service in circulation and other areas of Library operations.

A Request for Proposals (RFP) for Library RFID solutions was issued on March 3, 2016. The purpose of this discussion is to share information with Council regarding the process followed in researching and evaluating available systems, and to recommend a solution for replacement of the Library's failing EM security system with modern technology that will streamline operations and enhance the customer experience.

**BACKGROUND INFORMATION**

The Library's existing 3M theft detection system has been an integral part of Library operations since opening of the former facility at 3900 Main Street in 1996. Securing materials is accomplished by means of magnetic "tattle tapes", which are inconspicuously inserted into newly acquired items. Staff must manually sensitize and de-sensitize each item as it is checked in and checked out to customers. Detection gates at the Library entrance sound an alarm when a sensitized item (presumably not desensitized at check out) passes through them.

In recent years, reliability of the gates has become progressively worse. Items that have been checked out and desensitized frequently throw false alarms, to the frustration of both customers and staff. Confidence in the system is eroded by frequent malfunctions that leave a negative impression with all who experience them. Dependable security equipment is an important deterrent to theft and a necessity in protecting the citizens' investment in library resources. Gate alarms are currently 20% higher in comparison to last year.

Were it not for the superior functionality of RFID security systems, replacing the existing electromagnetic gates would be an easy solution. RFID, however, brings enhanced benefits including the potential for better workflows, more efficient utilization of staff, and reduced loss of inventory. With customer service and satisfaction being the Library's top priorities, RFID makes it possible to meet customers' expectations for the convenience of self-checkout (and even self-check in) of items. More efficient, less labor-intensive lending processes position staff to provide more direct customer assistance, such as locating information and materials, providing help in the use of public computers, printers and copy machines, shelving and performing shelf maintenance, and assisting with library programs, marketing and outreach.

In FY2015, Library staff checked out over 280,000 physical items. About 30% of these items were media (DVDs, audiobooks, and music CDs). Most vulnerable to theft because of their popularity and high demand, many media items are housed in locking cases. Checkout and check in requires a multi-step process, including manual case unlocking and re-locking that must be done by staff. RFID solutions make it possible for cases to be unlocked independently of staff as part of the customer self-checkout process.

## **DISCUSSION**

### **RFID Explained:**

Radio frequency identification is a method of remotely storing and retrieving data using devices called RFID tags that can be attached to or incorporated into a product. The tags contain antennae which enable them to receive and respond to radio-frequency queries from an RFID transmitter.

RFID works by placing a tag in each library item. The tags are encoded with item information, including things like the item's barcode number, author, title, etc. At checkout, customers place their items on a receiver pad, insert or scan their library card, and the system checks out items to them. Instead of staff desensitizing a strip of metal, the system hardware turns security off on the chip. What is a two-step, manual process with EM systems (scanning the item barcode, then magnetically desensitizing it) becomes a single step with RFID and the checkout and security tasks are handled simultaneously. The ability to check out multiple items at one time also expedites the checkout process; the same is true when items are returned to the library for check in. Circulation transactions happen more quickly and are more precise.

RFID gates also add value to the checkout process for both customers and staff. When EM gates sound an alarm, staff have no way of knowing which among several items borrowed by a customer may have triggered the alarm. Verification requires that customers return to the service desk where staff desensitize all the items, then check them against a receipt or screen display to find the culprit/s. Imagine the inconvenience for a parent or caregiver with a couple of small children who have just enjoyed story time and are leaving the Library with 20 picture books each when the gate alarm goes off. RFID gates have the ability to read item data directly off a tag and, via gate management software, communicate this information to the library's integrated library system (ILS). When an alarm goes off, the gate relays information to a staff computer, showing specifically which item/s have not been checked out. Whether accidental or intentional, when

items pass through the gate and have not been checked out, the problem can be addressed quickly and easily with RFID.



*Pictured L to R: Self-check station, Media case unlocker, Security gates*



### **Goals:**

Since 2012, when staff aggressively investigated replacement of the Library's failing Horizon integrated library system, self-checkout functionality was a highly important consideration. In meetings with vendors, it was learned that self-check options were incompatible with the Library's EM security system, and that RFID hardware was actually a less expensive alternative. Because staff capacity and materials costs associated with tagging the collection for RFID implementation were not inconsequential, a decision was made to pursue RFID after replacement of the Library's ILS. Then came efforts to relocate the Library and downsize the collection to meet new space constraints which further curtailed RFID project progress.

After relocating the Library to 5702 Rowlett Road, staff resumed their investigation into RFID. Visits were made at neighboring libraries to observe their RFID operations. On-site vendor demos

were hosted for several products. RFID technology standards and essential functionalities were established to better assure acquisition of a quality system that integrates with the Library's Apollo ILS and provides an excellent, user-friendly self-check option for customers. It was also imperative that any RFID equipment configuration be portable and able to withstand the move to another location in the next 18 months.

It's not unusual for libraries to experience a rapid increase in the number of self-checkouts when this capability is implemented. While a 50% rate can be reached fairly quickly, local peers report that as much as 95% or more of their library's circulation is done through customer self-checkout. Even a 75% self-check rate would have a significant impact on current operations and staff capacity. Expected benefits include reduction of bottlenecks and long lines at checkout, expedited inspection and shelving of returned materials, the ability to assign additional off-desk duties to staff, and the enhanced customer service capabilities noted above.

Since moving to the Library's current location, circulation and information services staff are stationed at a single combined services desk. In planning for a return to Downtown, other new service models will need to be incorporated to maximize available space. There will be no massive service desks, and those that do exist will be small and mobile. Staff will be readily available to customers where they are: in the book stacks, at the online catalogs, near the public computers and print operations. Circulation will have a much smaller footprint and will be more flexible than the way it exists today. Staff are excited at the prospect of implementing RFID and being able to assess its impact before making our next move.

Another benefit of RFID lies in improved management of the Library's inventory. A comprehensive accounting of Library holdings has repeatedly been postponed due to staff capacity limitations and issues related to the former Horizon ILS. With RFID and purchase of ancillary hardware, inventory of the entire collection, typically a tedious and manpower-intensive process, can be more easily managed. Staff will be able to regularly scan the shelves for missing items and even confirm that items are in order on a shelf through use of a lightweight piece of equipment. RFID will better track items going out the door, as well as those which are supposed to be on the shelves.

#### **RFP for RFID:**

A list of System Requirements was finalized in February and RFP #2016-18 (Attachment One) was issued by the City of Rowlett Purchasing Department on March 3, 2016. Notice to bidders was posted on the City's website and published in the March 3 and March 10, 2016, issues of the *Dallas Morning News*. Sealed proposals were received in the Purchasing Office until 2:00 pm on March 18, 2016, after which they were publicly opened and the names of submitters announced in the City Hall Annex Conference Room in accordance with the Texas Local Government Code.

Proposals were received from five vendors, as follows:

- Bibliotheca, LLC (Norcross, GA)
- EnvisionWare, Inc. (Duluth, GA)
- mk Solutions, Inc. (York, PA)

- P.V. Supa, Inc. (Plano, TX)
- Tech Logic (White Bear Lake, MN)

Proposals were reviewed by three members of the Library Administrative Team, with vendor responses individually evaluated and weighted using the criteria indicated below.

<b>Weighting Criteria</b>	<b>Elements</b>	<b>Max Possible Points</b>
Vendor	Support, Reputation, References & Financial Stability	35
Product	Ability to Meet or Exceed Functional Requirements	30
Price	Total System Life Cycle Costs Over Five Years	25
Responsiveness to Bid	Compliance with Procedural Requirements of the RFP	10

Members of the Team verified information, conducted reference checks, shared scoring results, and discussed the merits of each proposal. Scores were tallied and averaged, with vendor proposals ranked as follows:

<b>Vendor</b>	<b>Scoring Averages (Highest To Lowest)</b>
EnvisionWare, Inc.	94.00
Tech Logic	86.00
mk Solutions, Inc.	74.33
Bibliotheca, LLC	73.00
P.V. Supa, Inc.	60.00

**Considerations:**

EnvisionWare is a leading provider of self-service RFID technologies and is also well-known for its public computer management products. The Library has utilized EnvisionWare’s PC Reservation software for many years to manage public computer access, including user authentication and time management, and printing. Staff observed EnvisionWare’s RFID installation at Hurst Public Library, and their Texas RFID client list includes the Arlington, Frisco and Grand Prairie public libraries. Their proposal notes RFID compatibility with a variety of integrated library system vendors and assures workability with our Apollo ILS.

Tech Logic is exclusively a library vendor and a recognized leader in library technology, with 17 public library clients in Texas. Staff visited installations at both the Richardson and University Park public libraries. No current Apollo clients are referenced, although their proposal guarantees compatibility with the Library’s ILS. While Tech Logic enjoys a good reputation for RFID systems,

their proposed annual software and hardware maintenance costs are significantly greater than that of other providers, driving the cost of ownership over five years to the second highest position among submittals.

mk Solutions cites partnerships with a variety of public libraries, including two Utah clients who utilize the Apollo integrated library system. Training, as outlined in the proposal, was vague in comparison to that described by other vendors, and while the company cites linkage to two Texas public libraries, no contacts were provided. Staff have learned that Buda Public Library is in the process of implementing their RFID product, while the Plano library system's experience has been limited to the purchase of tags only.

Bibliotheca is well-known in the library world with installations observed by staff at public libraries in Grapevine and Little Elm. In October 2015, the Bibliotheca group acquired 3M Library Systems, another library products provider with a long history of selling both EM and RFID security systems. Bibliotheca's proposal cited two Apollo ILS public library clients in Texas, both pre-acquisition 3M installations at the Seguin Public Library, currently in progress, and Patrick Heath Public Library in Boerne, which was visited by staff. Now marketed as "bibliotheca + 3M: the best of both worlds," this vendor's proposal is highest in price. As was the case when a corporate merger came about during selection of the Library's ILS, there is a level of uncertainty over what the new corporate culture, product line, and future pricing may look like.

Local vendor P.V. Supa offers the lowest cost solution. Services provided to two Texas public library clients have been limited to the sale of RFID tags and installation of an automated materials handling (AMH) system, respectively. Media case unlocking units would be subcontracted through a secondary vendor, and web-based or remote system monitoring deviated from desired specifications.

**Pricing:**

As indicated in the RFP document, evaluation was made on a "best value" system. Proposals were reviewed and evaluated for compliance with specifications before proposal price was considered. Annual costs over 5 years, from highest to lowest, appear below.

Vendor	System Cost Year 1 Outlay	Maintenance Year 2-5 Costs	Annual Cost over 5 Years
Bibliotheca, LLC	\$60,532	\$21,316	\$16,370
Tech Logic	\$42,355	\$29,760	\$14,423
EnvisionWare, Inc.	\$49,360	\$12,246	\$12,321
mk Solutions, Inc.	\$41,050	\$13,742	\$10,958
P.V. Supa, Inc.	\$36,660	\$ 9,946	\$ 9,321

**Recommendation:**

After careful consideration of all proposals, including in-depth research, fact finding, reference checks, and first-hand observations, EnvisionWare's RFID solution received the highest ranking. Staff feel this system offers the best value for Rowlett Public Library. EnvisionWare's RFID

hardware is expected to provide a robust tag reading range and its superior media case unlockers check out items in a single step. The company's installed base includes local Texas clients whose experience and shared voice can be of benefit in managing day-to-day system operations and potential challenges. As noted above, the Library has a long-standing relationship with EnvisionWare through use of their PC Reservation system. The company's responsive product support and technical assistance, as experienced in integrating PC Res with our Apollo ILS, speak positively to adoption of their RFID product. System expandability options are impressive and include e-commerce for future automated fine payment, as well as automated materials handling equipment, which may have a place in a permanent Library location.

**Next Steps:**

Pending Council approval, staff will initiate the first phase of RFID implementation: tagging the collection. Utilizing a mobile conversion cart leased from the vendor, staff and volunteers will train with an implementation consultant on the tagging process. Every physical item in the collection (currently 71,000+ volumes) must be touched, first affixing an RFID target, then encoding the tag. In addition to the mobile conversion unit, staff work stations will also be set up to maximize tagging momentum and to allow for concurrent tagging of newly acquired items. As heavy summer traffic approaches, tagging efforts will be concentrated during early morning and late day, so as to minimize inconvenience for our Library customers. Some estimates suggest that tagging can be done at a rate of 100 items per hour. Our goal is to complete phase one in three months.

Once tagging has been completed, staff will enter the second phase of the project. An implementation specialist will spend 3-4 days onsite installing work stations, gates, system hardware and software, then configure and test the system. Hands-on staff training will be provided on all aspects of system operations. Front-line staff training is extremely important to the success of the project, as both staff managed and customer self-checkout processes will need to be mastered. Rollout is anticipated by September 2016.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding for this project will come from the Innovations Fund. Funds in the amount of \$50,000 are budgeted for the upfront cost of this project. Annual hardware/software maintenance costs beginning in Year Two will be managed through the Library's Operations & Maintenance budget.

Budget Account Number	Project Title	Budget Amount	Proposed Amount
103-3501-6301	RFID Project	\$50,000	\$49,360
101-3501-6300	Library O&M – Maintenance – Service Contracts (Years 2 – 5)	\$12,246	\$12,246
<b>Total</b>		<b>\$62,246</b>	<b>\$61,606</b>

**RECOMMENDED ACTION**

Staff seeks Council's consensus and approval in moving forward to consider award of a contract to EnvisionWare, Inc. for their proposed RFID solution. This item is on the Consent Agenda for this meeting.

**ATTACHMENTS**

Attachment One – City of Rowlett Request for Proposals #2016-18



**REQUEST FOR PROPOSALS**

**RFP # 2016-18**

**RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM**

**ROWLETT PUBLIC LIBRARY**

**Deliver to:**

**City of Rowlett  
Purchasing Division  
4004 Main Street  
Rowlett, TX 75088**

**RFP Issue Date: March 3, 2016**

**RFP Due Date: 2PM, March 18, 2016**



City of Rowlett, TX
Purchasing Department
VENDOR ACKNOWLEDGEMENT FORM

RFP #2016-18 – RFID System for Rowlett Public Library

The undersigned hereby certifies that he/she understands the Request for Proposal, has read the document in its entirety and that the prices contained in this Proposal have been carefully reviewed and are submitted as correct. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the Request for Proposal.

The following information must be filled out in its entirety for the proposal to be considered.

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_
Phone Fax

Address, Phone and Fax of Majority Owner Principal Place of Business: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
Phone Fax

Federal Tax Identification Number: \_\_\_\_\_

Representative Name & E-Mail Address: \_\_\_\_\_

I hereby acknowledge that no changes have been made to the content of the attached questionnaire other than my reply to each question.

Authorized Representative: \_\_\_\_\_
Signature Date

Printed Name

Acknowledgement of Addenda: #1 \_\_\_ #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_

LEGAL ADVERTISEMENT

**THE CITY OF ROWLETT, TEXAS  
REQUEST FOR PROPOSALS**

Sealed proposals will be received at the Purchasing Office, 4004 Main St., Rowlett, TX 75088 or mailed to PO Box 99, Rowlett, TX 75030-0099 until **2:00 PM CST, March 18, 2016** for **RFP 2016-18 Radio Frequency Identification (RFID) System for Rowlett Public Library**. Bid documents may be obtained electronically at <http://www.rowlett.com/Bids.aspx> or by email request to [purchasing@rowlett.com](mailto:purchasing@rowlett.com).

Dallas Morning News: March 3, March 10, 2016  
RFP 2016-18

**RFP SCHEDULE OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of the deadline dates or times, the change will be accomplished by addendum. All dates are subject to change.

<b><u>Action</u></b>	<b><u>Completion Date</u></b>
Issue RFP	March 3, 2016
Deadline for Questions	March 11, 2016
Deadline for Submitting RFP	March 18, 2016
Selection Committee Review & Evaluation	March 21-31, 2016
Recommendation to City Manager and Contract Negotiation	April 4-8, 2016
City Council Award Approval	May 3, 2016

## Section 1.0 Introduction

### *Statement of Purpose*

This Request for Proposal, issued by the Rowlett Public Library, is for the supply and installation of a Radio Frequency Identification (RFID) library system, which shall work in conjunction with the Library's existing Integrated Library System (ILS), Biblionix's Apollo.

Among other benefits, the proposed RFID system should provide significant productivity gains through reduction in key labor-intensive workflow processes, enhanced customer service, and improved inventory accuracy. The RFID system must be optimized for use in a library environment, be efficient in its design through the elimination of redundant features, and be expandable. As the library has a planned move within in the next two years, the system must be readily relocatable.

### **Critical Requirements**

The Library is seeking an RFID solution that will include tags, specified hardware, software, installation, project management, staff training, and on-going support and maintenance. Vendors must demonstrate a proven ability to provide and implement the following:

- Real-time integration with the Library's ILS; Biblionix's Apollo
- Durable, ISO compliant RFID tags that easily affix to the item, regardless of its medium
- Multiple RFID tagging options that include easily maneuverable portable tagging stations for lease, as well as recommend tagging options that the library may have not specified
- Checkout solutions that can be integrated into existing staff checkout stations, furniture and workflows.
- Self-checkout functionality, including the capability to check out materials, print receipts, and unlock AV material cases
- RFID conversion of the library's existing staff circulation workstations or the provision of new hardware
- Shelf-reading and inventory tools that can accommodate any collection size
- Comprehensive reporting capabilities

### **Background**

Rowlett Public Library seeks to improve efficiencies for its existing library operations through implementation of RFID. Library collections currently total approximately 90,000 items. Circulation in FY 2015 totaled 325,792 transactions. The Library uses Biblionix's Apollo as its ILS. The Library currently uses barcodes and a 3M magnetic "Tattle Tape" security system with security gates. Library borrowing levels are expected to remain constant or increase slightly in FY2016. Staffing is expected to remain at current levels.

### **Scope of Work**

The Library wishes to acquire the following system components.

- (2) Public self-check kiosks with receipt printers, RFID capability, and media case unlocking functionality
- (1) Staff circulation workstation with a receipt printer, RFID capability, and media case unlocking functionality to replace an existing staff-manned station
- (1) Staff circulation station with RFID capability for back-of-house circulation operations

- (2) Staff cataloging/processing stations for back-of-house technical services operations with the capability of encoding RFID tags
- (1) Security gate (2 corridor)
- (1-2) Mobile tagging stations available on a leased basis
- Approximately 90,000 RFID tags for library materials

Proposals should include all necessary information on hardware, software, shipping, installation, training, and on-going annual maintenance costs associated with purchase of the RFID system. Proposals should include the minimum specifications for existing PCs and the Local Area Network (LAN) to operate in conjunction with the vendor's software. Unless otherwise indicated, quantities specified are guidelines only, and are not guaranteed for purchase by the Library.

## Section 2.0 General Information for Proposal Submission

### 2.1 RFP Inquiries or Clarifications

All inquiries or requests for clarifications regarding this RFP are to be submitted **by email only** as follows:

Rowlett Purchasing Division  
2016-18 RFP Inquiries

Email to: [purchasing@rowlett.com](mailto:purchasing@rowlett.com)

The email address listed should be included on the inquiry submission. All inquiries must be received by the deadline stated in the Schedule of Events for this RFP. Inquiries received after the deadline will not be responded to. Telephone questions will not be accepted.

### 2.2 Amendments to Solicitation

The City reserves the right to formally amend any portion of the Request for Proposals. Addendums to the RFP will be posted on the City's web site and links emailed to all firms receiving the initial mailing. It is the responsibility of the Vendor to incorporate all addendums and clarifications in the submitted proposal.

The City reserves the right to terminate or restart the proposal process if deemed in the best interest of the City.

### 2.3 Submission of Proposals

Proposals will be accepted until the date and time specified in RFP Schedule of Events section. Proposals are to be sent or delivered to:

**City of Rowlett  
Purchasing Division  
4004 Main Street  
Rowlett, TX 75088**

The proposing firm shall submit the required number of copies of their proposal in a sealed envelope or package that is clearly marked on the outside **"RFP 2016-18 Attention: Purchasing Office, Due by 2PM March 18, 2016"**. The sender's name and address should also appear on the outside of the package.

Faxed and emailed proposals are not acceptable for this solicitation. No oral adjustments to proposals submitted will be considered. Proposals received after the stated date and time **will not be considered**. The Vendor is solely responsible for ensuring the proposal is received on or before the deadline. Please note that all times in this proposal are Central Time.

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until the contract is awarded.

As provided in the Request for Proposals, discussions may be conducted with offerers who submit proposals determined to be reasonably qualified for selection for award. Offerers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Proposals should be returned in sufficient time so as to be received on or before 2PM, March 18, 2016. Proposals received after the above stated time will be rejected and returned unopened to the vendor and shall be considered void and unacceptable.

## **2.4 Incurred Expenses**

Vendors may not claim compensation from City for the cost incurred in the preparation of their documents for this RFP, or any cost associated with demonstrations or follow-up questions requested by City unless agreed to by City prior in writing.

## **2.5 Proposals Binding**

All proposals will remain open for acceptance by the City for a period not less than 180 days from the date of the proposal opening. It is agreed by the proposing firm that the signing and delivery of their Proposal represents their acceptance of the terms and conditions of this request for proposals and specifications therein.

## **2.6 Acceptance/Rejection/Additional Information**

The City of Rowlett is not under any obligation to award a contract, and reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City.

Vendors may not claim any indemnity, nor may they contest for whatever reasons, the choice of the City. The lowest price may not necessarily be accepted. Criteria utilized by the City for determining the most responsive proposal and subsequent award recommendation include, but are not limited to:

- Quality, clarity and responsiveness of proposal in conformance to RFP instructions
- Ability to meet City's requirements
- Implementation and training recommendations and plans
- Cost and quality of software, hardware and related services
- Cost and quality of implementation services
- Software demonstrations and site visits as applicable
- Demonstrated performance of software and implementation services through client references
- System maintenance, upgrades and on-going technical support
- Vendor financial stability and industry reputation.

Proposing firms shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary, to establish the competency and financial ability of any vendor to perform the work. The City reserves the right to request firms to modify their proposal to fully meet the needs of the City.

## **2.7 Ownership of Proposal & Statutory Issues**

All proposals and related documentation received for this solicitation will become the property of the City of Rowlett and will not be returned to the Vendor unless agreed by the City in writing prior to submission.

If any provision of this request for proposal is invalid, illegal or unenforceable under any applicable statute or rule of law, the remaining provisions of this agreement shall remain in force and effect and Vendor agrees to substitute for the invalid provision a valid provision which most closely approximated the economic effect and intent of the invalid provision.

## **2.8 Proposals Not Confidential**

Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City of Rowlett to the extent allowed by law. Submission of information relative to this RFP shall not be released by the City during proposal evaluation process or prior to contract award. Respondents are advised that the confidentiality of their proposals will be protected to the extent permitted by law. Respondents are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the consultant at the time of proposal submittal and will be treated as confidential by the City of Rowlett to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.

## **2.9 Conflict of Interest**

The Vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. The Vendor further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

## **2.10 Interest of Public Officials**

No member, officer or employee of the City, during this tenure or for one year thereafter, shall have any interest, direct or indirect, in this proposal or the proceeds thereof.

## **2.11 Verbal Agreement**

No verbal agreement or conversation with any elected or appointed official, agent or employee of the City, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation whatsoever under the terms of this Request for Proposals.

## **2.12 Anti-Discrimination**

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, national origin or ancestry, age, marital status, political beliefs or affiliations, or physical or mental disability. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

In addition, the City maintains a Historically Underutilized Business (HUB) policy regarding subcontracts. All firms responding to this request are strongly encouraged to check the State of Texas's Certified HUB Directory and solicit quotes from any listed vendors that can provide the type of work being subcontracted.

### 2.13 Insurance Requirements

For the duration of the contract Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to City. The cost of such insurance shall be borne by the Vendor. Specific insurance provisions will be delineated in the contract between Vendor and City.

### 2.14 Minimum Specifications

These are minimum specifications. Interviews may be requested with one or more firms at which time the City's requirements will be discussed in more detail.

## Section 3.0 Format for Response

To standardize responses and simplify the comparison and evaluation process, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately. All information and materials requested shall be provided in the proposal under a single cover. Please limit proposal content to specific response to this request. Do not include generic sales brochures/information in the proposal. This information should be provided upon request only.

### 3.1 Number of Copies

Proposing firm shall submit one (1) original (marked **ORIGINAL**) and four (4) paper copies of the proposal in the prescribed form along with a single CD containing the RFP response in Microsoft Word 2007 version or higher. The original copy shall contain an original signature on the Letter of Transmittal.

All copies of the proposal and CD must be plainly marked with the City's RFP number, RFP title and vendor name.

### 3.2 Cover Page

Each copy of the proposal shall start with a cover page showing the City's RFP number, RFP title, and the following information for the proposing firm: name, address of headquarters, telephone number and website address.

### 3.3 Table of Contents

Include a table of contents with clear identification of material by section and page number. Table of contents should be ordered in the same format as required below.

### 3.4 Letter of Transmittal

- Limited to no more than two pages
- Briefly state understanding of the product/services to be provided and make a positive commitment to provide same and indicate your willingness to enter into a contract with the City of Rowlett
- Include a statement describing your willingness to participate in interviews, demonstrations, and site visits, if required
- Include a statement from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City of Rowlett
- Provide the names and titles of persons authorized to make representations for proposing firm and include their mailing addresses, direct telephone numbers and email addresses

- An official signature of the Corporate Officer certifying the contents of the proposal response

### 3.5 Business Organization

- Name of firm, headquarters mailing address and phone number
- Normal business hours and time zone
- Legal status of business (corporation, partnership, subsidiary, etc.); if business is a subsidiary, provide name of parent company
- Description of firm as local, national, regional or international
- Date business organized/incorporated
- Location of office that will be performing work proposed and number of professional staff in that office
- Provide information on computer hardware and software products marketed by the proposing firm, parent company and/or subsidiary

### 3.6 Experience and Qualifications

- Specify number of years firm has been in RFID system business
- Specify total number of employees in firm
- Provide resumes for key personnel that would be assigned to this project
- Specify the number of employees available for customer support for each software product proposed; include business hours for contacting
- Specify number of employees dedicated to research and development
- Specify the amount of dollars dedicated annually to research and development and indicate the percentage versus annual revenue
- Include one copy of firm's most recent audited financial statement as document separate from the proposal (To accompany original proposal only, no other copies are needed.)
- Identify any subcontractors that are part of your proposal; briefly describe their experience and their role. Proposals should identify all firms that would be supplying products and/or services to the City.

### 3.7 RFID System Proposed

Describe the RFID system solution proposed for the City of Rowlett, including the recommended optimal hardware configuration needed to support.

### 3.8 Installed Base

- Specify the total number of public library clients
- Specify the number of public library clients with a population of 50,000 to 125,000
- Specify the number of public libraries in Texas

### 3.9 References

- Provide four references for recent public library installations (preferably Texas public libraries) similar in size to the Rowlett Public Library. Please provide the following information for each reference:
  - Library, contact name, title, email address and telephone number
  - Library web address

- Date of installation
- Provide a list of three libraries that recently discontinued use of your RFID system, including contact information.

### 3.10 Maintenance Options

Identify software and hardware maintenance options, such as 24/7 or only during library open hours, and include pricing for each option.

### 3.11 Pricing Proposal

For ease of comparison, please structure your pricing proposal in the following format:

- 3.11.1 Base price for software and hardware.
- 3.11.2 Include pricing for any annual licensing fees, with detailed information on how many will be required.
- 3.11.3 Annual maintenance costs for software and hardware, including pricing for years two through five.
- 3.11.4 Costs for each Optional response provided in the **System Specification Checklist**. *Please identify costs by line item from the checklist; if a group of line item modifications cannot be separated, please list all line items relevant to the modification cost listed.*
- 3.11.5 Include multiple year maintenance pricing for Optional configurations.
- 3.11.6 Other costs not included above, including enhancements and modifications directed by City Council and response time to provide.

### 3.12 Training

Please describe training provided with purchase of proposed RFID system, including options for additional training at added cost.

### 3.13 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of the City of Rowlett, including non-allied independent consultants retained by the City of Rowlett now or in the future.

**Evaluation of proposals will be made on a “best value” system.**

All proposals are evaluated for compliance with specifications before the proposal price is considered. Response to specification is primary in determining the lowest responsible vendor. The following criteria will be used to evaluate all proposals and determine the degree of conformity to and compliance with the general provisions of this RFP:

#### A. Vendor—35%

##### **Support, Reputation, References and Financial Stability of Vendor**

- Experience of the staff who will be installing and supporting the proposed system.
- Existence of an active Texas user’s group or network of users of the proposed system.

- Vendor's ability to provide on-going maintenance and enhancement of the system.
- Ability of vendor to provide optional items in the future.
- Number of successfully implemented systems similar to that proposed.
- Vendor's performance record in providing and supporting similar systems.
- Reputation of the vendor.
- Vendor's experience in successfully implementing similar systems.
- Financial stability and reputation of the vendor.
- Overall viability of the vendor.

**B. Product—30%**

- Ability of proposed system to meet or exceed the functional requirements of the RFP.
- Conformity to Requirements Checklists of this request.
- Completeness of the application software.
- Capability of the proposed system to meet future growth requirements.

**C. Price—25%**

- Total system life cycle costs over five years.

**D. Responsiveness to Bid—10%**

- Compliance with the procedural requirements of the RFP.

Any and all Bidders may be asked to further explain or clarify, in writing, areas of concern in their proposal during the evaluation process.

Sealed proposals, subject to the Terms and Conditions of this Request for Proposal will be received at the Purchasing Office of the City of Rowlett. The City of Rowlett reserves the right to award bid in part or in whole and/or reject any or all bids. Selection will be made on the proposal deemed to be in the best interest of the City of Rowlett. The City of Rowlett reserves the right to retain proposal submissions.

## Section 4.0 System Specification Checklist

The following sections list key components and features necessary for efficiently achieving the functionality required. Responding vendors should include the following in the "Available" column:

- **(A)** Available—Vendor currently supplies this function as a part of the proposed solution and is included as a basic part of the quoted system.
- **(AD)** Available with Deviation—Vendor currently supplies this function as part of the proposed solution, but differs slightly than specification. Please comment on deviation if box is checked.
- **(O)** Optional Addition—Vendor currently supplies this function as part of a proposed solution, but it is not included as a basic part of the quoted system and is an added-cost option. Please provide added-cost information in comments section.
- **(N)** Not Available—This function is not currently available and is not currently being developed.

**SYSTEM SPECIFICATION CHECKLIST****4.1 General**

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. System uses industry standard RFID hardware.		
2. System has the ability to read tags programmed with multiple tag formats, including those of competitors' products, to allow for maximum interoperability.		
3. System must interface with the library's ILS SIP2 interface and not use a proprietary connection. Vendor must guarantee this compatibility.		
4. The proposed RFID system comes standard with application-specific software.		
5. System is FCC Part 15 certified and ADA-Compliant.		
6. Support and maintenance of RFID software and hardware is not contingent on the purchase of RFID tags from the vendor providing the software and hardware.		
7. System must have a minimum through rate of 1,000 items per hour.		
8. System must have an accuracy rate of 97%.		
9. System must have an "up" time rate of 98%.		
10. System must have the capability to capture information even when the library's ILS server is down for relay after service to the server has been restored.		
11. System must fit within the existing space without requiring extensive remodeling.		
12. System must allow for multiple simultaneous check-ins from different RFID pads		

## 4.2 RFID Tags

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Vendor's tags can easily work with other systems.		
2. Tags must have a read/write design, operate at 13.56 MHz, and be compliant with ISO 18000-3 Mode 1 or ISO 15693, and NISO 2012 recommendations for library RFID. Tags can be made compliant with any future variation adopted by ISO.		
3. RFID tags feature either AFI or electronic article surveillance (EAS) security, which is turned off automatically during checkout and turned on automatically and simultaneously during check-in. Please identify which security method is used.		
4. Item identification stored on the tag (bar code number) must allow full alphanumeric character set, so that numeric and non-numeric item identification numbers can be represented.		
5. RFID tags available to fit all standard types of library materials: books, magazines, CD/DVDs, audio books, etc.		
6. Please indicate dimensions of available RFID tags.		
7. Tag must have memory capable of holding additional information including item type and multi-part set identifier.		
8. Station doesn't limit the number of tags that can be read and be able to process one item at a time or, with the exception of CDs and DVDs, a multiple item stack of up to 8" high.		
9. Tags tested for over 100,000 read/write cycles and be guaranteed for the life of the items to which they are applied.		

## 4.3 Tagging Station

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Tagging station capable of programming tags by placing a tagged item on the station's antenna and then scanning the item's bar code. No additional steps must be required.		
2. RFID reader designed to prevent the reading and writing of items outside of the prescribed field.		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
3. Conversion of an existing collection requires no more than a computer, the RFID software, barcode scanner, and RFID reader, all of which can be placed on mobile cart, so that the complete operation can be performed in the stacks.		
4. During the tagging process, the station must be capable of programming just the existing barcode or item type, multi-part set identifier, and shelving location information (according to library defined criteria) into the tag. This must not include any biographic or patron information.		
5. During the tagging process, the system must automatically interrupt if bar code scanner fails to scan all digits in the bar code.		
6. The tagging station should perform an immediate confirmation RFID read of a programmed tag to ensure that the tag has been written exactly as intended.		
7. When tag-programming errors occur, the system reacts in real time using sound and visual alerts.		
8. When optional on-tag programming features are available, the system must be able to turn each feature on or off, so the user only works with the data selected by the library.		
9. Tagging process must not require a persistent connection with the library's ILS database.		

#### 4.4 Staff Station

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Staff station must be capable of checking library materials in or out if connection with library's ILS is temporarily lost.		
2. The library's standard ILS checkout screens should remain open and fully operational at all times, while still receiving valuable updates/notifications about patron transactions at self-checkout stations.		
3. The system must be able to turn RFID security on and off as appropriate during ILS check-in and checkout activities.		
4. The station is able to perform check-in/checkout using the ILS and uses a single mouse click or keystroke to switch between modes.		
5. The staff application works with both client based and web based integrated library systems.		
6. If the ILS is capable, the staff check-in and checkout process items one at a time or		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
simultaneously for multiple items in a stack. ILS messages must be properly handled when processing multiple items.		
7. Station provides visual and audio indication whenever the tag's security has been turned on or off.		
8. Station must be capable of turning the tag's security on or off independently of any other function.		
9. A bar code reader must be able to operate concurrently with an RFID reader.		
10. Explain how the RFID antenna can prevent the reading and writing of items outside of a prescribed field.		
11. Explain how the system responds to read errors when checking out materials.		
12. Antenna's read range must be configurable so that the read range can be properly setup for each station.		
13. Staff stations may be mounted under a designated surface for a more streamlined look if desired. Describe how RFID equipment is integrated, including standard equipment, options, and limits of positioning, size, weight, and connections to PC.		
14. System does not require a separate staff application that is modelled on the patron self-checkout application. The system should be optimized for staff use.		
15. System allows staff to easily select between security settings, such as turning security on, turning it off, ignoring it altogether, and automatically turning security on or off.		
16. Vendor can supply the RFID antenna, RFID reader, RFID software, data connections needed to fully operate with library's already existing PC, scanners.		

#### 4.5 Patron Self-Checkout

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. The self-checkout application is intuitive and provides step-by-step audible and visual instructions that walk a patron through the checkout process.		
2. Self-checkout units must integrate with the ILS at the Library using the SIP2 interface.		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
3. The system provides configurable audio, graphics, and text for each step (not just one graphic for the entire session).		
4. The system must provide a reasonably easy way to make configuration changes to the self-check machines.		
5. The system displays select information about the patron discreetly, including number of items checked out, number of items on hold, and/or any fines associated with the account.		
6. Station must block both patrons and items that are blocked by the library's ILS.		
7. Station must be able to perform checkout functions and deactivate RFID tag's security bit in just one process, even if multiple items are placed on the antenna.		
8. System must be capable of handling both bar code and RFID-tagged materials.		
9. Station allows for placement of library items in any orientation. The user must be able to handle items of all types in exactly the same way.		
10. Stations meet ADA provisions for height and reach. Text and audio are available to provide access for visually or hearing impaired patrons.		
11. System must be able to indicate on the patron's receipt all items that were checked out along with the date and time.		
12. Station has the option to scan a barcode or read RFID tags without pressing any buttons on the screen.		
13. Station doesn't limit the number of tags that can be read and be able to process one item at a time or, with the exception of CDs and DVDs, a multiple item stack of up to 8" high.		
14. Station must be able to scan barcode or RFID-based patron cards. If scanning barcodes, the reader will be a linear scanner that will read Codabar bar codes on existing patron cards.		
15. Option must be available to enter patron PINs on the touch screen in addition to scanning library cards.		
16. Station has option to print no receipt, or a comprehensive receipt showing each item. Receipt must be customizable by the Library and show patron name, number,		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
both, or neither in addition to items checked out.		
17. Station must have direct interaction with the ILS through SIP2 without the need to maintain a separate database.		
18. System must have options on how to react when host communications have been interrupted and restored. The system will automatically try to connect to the SIP2 host until it is available. Additionally, the library must have the option to manually reconnect to the host when communications have been unavailable.		
19. Station has the ability to provide multiple language selections.		
20. Station's receipt printer has an auto-cutter and uses standard receipt paper.		
21. Self-check system must have ability to display full list of items checked out to patron.		
22. On-screen text fields have configurable fonts and font sizes.		
23. System has the capability to repress scanner feedback sounds when duplicate or non-accepted scans occur. The scanner alert sound should only play when a scan is accepted by the system.		
24. Station has the option to be built into or sit on top of the library's existing casework.		
25. System must have the ability to gather basic statistics about transactions and easily print a summary of these statistics to a local printer.		
26. Station computer has Microsoft Windows based operating system and must support Windows 7, 8, or 10.		
27. For credit/debit card use, system must be able to write a transaction log or, optionally, an error-only transaction log.		
28. Station must have the option to unlock media security cases only after a patron has successfully checked the item out. This unlocking capability must support the commonly used brands of locking cases, including, but not limited to, One Time Cases. The AV unlocking capability must be integrated directly into the self-checkout process and prevent patrons from unlocking items that have not been checked out.		
29. System must be able to be managed remotely for updates, changes to		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
configuration, etc. This remote administration application must have the ability to push changes to all stations without overwriting those settings that must remain distinct for each station.		
30. The system includes web-based or remote login monitoring and diagnostics.		
31. Reporting is customizable by the Library, is available in a wide variety of formats, and comes from a number of different sources, including security gates, self-checkout transactions, and staff circulation stations.		
32. Information available in the reporting module includes a number of different time ranges, successful checkouts, language selected, average number of items checked out, and more.		
33. Custom queries must be able to be generated by the Library. If a query is not available, the vendor must be able to program the query/report for an additional charge.		

#### 4.6 Security Gates

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Tag detection rate exceeds 98% in random orientation regardless of the number of tags and/or tag formats present in the gates' field.		
2. Security gate pedestals operate with the library's network or circulation system and alarm as soon as an improperly checked out item passes through.		
3. Pedestals have the option to remotely access patron counter stats and reset to zero via an Ethernet connection to the library's network.		
4. Security gate pedestals possess both visual and audible alarms.		
5. Security gate pedestals must conform to ADA requirements for door openings.		
6. Vendor can offer multiple gate configurations for installation purposes, including directly into flooring or into portable base plates.		
7. Security gate pedestals must be capable of collecting item ID information for those items that have security that has not been deactivated.		

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
8. Security gate pedestals have a built-in patron counter.		
9. Security gate pedestals can perform bi-directional patron counting.		
10. Vendor offers accompanying software with gates that allows the Library to monitor foot traffic, be alerted to security issues, and verify whether items have been checked out properly or not.		

#### 4.7 Portable Inventory Reader

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Reader features an anti-collision algorithm and be capable of reading no fewer than ten items of a thickness of 1/8" thick or more per second with 99% accuracy.		
2. Reader must be able to automatically save scanned item data for upload into the ILS' inventory module without requiring a memory card to transfer data from the reader to a computer.		
3. System must be able to scan shelves by waving a wand along the base of book shelves without having to stop for each item.		
4. Handheld readers operate without cords and/or cables.		
5. Readers are able to search for specific item numbers, providing an audible alarm when the item has been detected and showing the item's title on-screen.		
6. Design is ergonomically sound with the ability to reach book shelves in the library that are 90 inches high with an average staff member 66 inches tall.		
7. For ergonomic purposes, the handheld part of the reader will not weigh more than 1.50 lbs.		
8. Reader must be able to identify items with security disabled.		
9. Using a shelf-order list, the system must be capable of determining if an item is shelved outside of an acceptable range (outside of a hand's width from its exact location).		
10. Reader offers data collection, security verification, search, shelving, sorting, and pulling capabilities and issue audible and visual tones for notification purposes.		
11. Diagnostic tools are built in for ease of use.		

#### 4.8 Mobile RFID Tagging Station

<i>Specifications</i>	<i>Available</i>	<i>Vendor Comment</i>
1. Tagging carts/stations have an RFID reader, antenna, optical bar code scanner, small Windows laptop and battery.		
2. The system does not require any interface with the Library's ILS.		
3. Staff will be able to track the number of items converted and utilize a weed-list to prevent conversion of items that are to be removed from the collection.		
4. System is capable of reading a barcode label on a single item and encoding a new RFID tag with the barcode information with 100% accuracy.		
5. Data storage does not rely on a memory card; rather, storage is limited only by the memory size of the laptop to which the reader is connected.		
6. The system must include an easily maneuverable case and battery.		
7. System must be able to turn on the security bit for each tag that is programmed.		
8. Tagging software is provided with this station and preloaded on the laptop.		
9. Tagging station must be available for lease.		
10. Tagging station must be able to operate using electrical power delivered from a wall outlet or from an external rechargeable battery. Include typical use time between battery recharges.		

**The following information applies ONLY  
to an awarded Bidder/Respondent**

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by the City of Rowlett Council, your firm will be required to log in to the Texas Ethics Commission [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate number". Your firm must print, sign and notarize Form 1295.
3. Within **ten (10) business days** from notification of pending award by the City of Rowlett Purchasing Agent, the completed Form 1295 **must** be submitted.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modifications and/or amendments to a City of Rowlett contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call The Texas Ethics Commission at 512-463-5800.

**BY SIGNING ON "COMPLIANCE PAGE" YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Rowlett Purchasing Agent. Failure to do may result in terminating this contract for default.

### DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Rowlett Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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Authorized Signature



City of Rowlett  
Staff Report

4000 Main Street  
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Rowlett, TX 75080-0099  
www.rowlett.com

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 3B

**TITLE**

Discuss status of Community Development Block Grant funding for Plan Year 2015 and allocation of funding for Plan Year 2016 (October 1, 2016 - September 30, 2017). (40 minutes)

**STAFF REPRESENTATIVE**

Marc Kurbansade, Director of Development Services

**SUMMARY**

The City of Rowlett is a recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City of Rowlett is preparing its Annual Plan to submit to HUD in August and has conducted prior public meetings on April 18, 2016, to solicit input from residents. These meetings were fairly well attended and feedback is incorporated into this staff report.

The purpose of this Work Session is twofold:

- 1) Discuss status of Plan Year 2015 funds
- 2) Discuss allocation of Plan Year 2016 funds

**BACKGROUND INFORMATION**

On August 11, 2015, City staff transmitted its CDBG Annual Plan to HUD. The following allocation of funds by programs were included in this Annual Plan:

<b>Project Description</b>	<b>2015 Plan Allocation</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>
Housing Rehabilitation Program	32.5%	\$58,256
Public Facilities – Improvements to Isaac Scruggs Park	32.5%	\$58,255
Public Services – Funding for Life Message, Honor Academy, Senior Citizen Transportation	15%	\$26,887
Administration – Administrative and Management costs	20%	\$35,849
<b>Total Grant</b>		<b>\$179,427</b>

Following the adoption of the Annual Plan, the City submitted a Substantial Amendment to reallocate funds.

<b>Project Description</b>	<b>2015 Plan Allocation Substantial Amendment</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>
Housing Rehabilitation Program	65%	\$116,628
Public Facilities – Improvements to Isaac Scruggs Park	0%	\$ 0
Public Services – Funding for Life Message, Honor Academy, Senior Citizen Transportation	15%	\$ 26,914
Administration – Administrative and Management costs	20%	\$ 35,885
<b>Total Grant</b>		<b>\$179,427</b>

At the end of Plan Year 2014 (October 1, 2014 – September 30, 2015), the CDBG still had funds remaining in the Housing Rehabilitation program that carried over to Plan Year 2015. These 2014 funds combined with the 2015 funds amounted to \$259,265. Year to date, we currently have \$148,038 remaining in Housing Rehabilitation.

The Annual Plan for the next plan year is scheduled to be transmitted to HUD in August 2016. The available funds from HUD are identified to be \$187,701, which places the City of Rowlett as the second lowest recipient of grant funds in the entire state of Texas.

## **DISCUSSION**

As stated in the Background section of this report, the purpose of this meeting is to discuss both the 2015 Plan Year funds and the proposed allocation of 2016 funds. First, the Housing Rehabilitation program will be discussed for the current plan year. Next, the allocation of funds for the 2016 plan year will be discussed.

### *Housing Rehabilitation Program (2015 Plan Year)*

The Housing Rehabilitation program is supported almost entirely by City staff funded out of the General Fund. The previous staff member that supported the program used approximately 75% of her time to administer the program. Based on total compensation (e.g., salary + benefits) of this staff member, the cost to the City's General Fund was \$72,767.

In addition, 20% of CDBG grants is allocated to Administration of the program. This allocation is used to fund a consultant that handles all of the necessary reporting required of HUD. This allocation is \$35,885 for this plan year. Assuming that one-half of this allocation is used for the housing rehabilitation program (the City has two programs—housing rehabilitation and public services), the administration expense is \$17,942.

In summary, it will cost approximately \$90,709 to administer the \$148,038 remaining in Housing Rehabilitation. This equates to approximately 61-cents in administrative costs for every dollar spent in Housing Rehabilitation.

With the departure of the staff member that administered the program and its overhead costs mentioned above, staff requests direction from City Council regarding the future of the housing rehabilitation program. The costs identified in each option are simply the overhead costs (both general fund and CDBG administrative funds) needed to run the housing rehabilitation program.

Options include:

- 1) Suspension of housing rehabilitation program for 4-6 months while new staff is hired and trained to administer the program. *(Cost: approximately \$91,000)*
- 2) Suspension of the housing rehabilitation program for 2-4 months while the City hires a consultant to administer the program. Please note that City staff has begun to research potential consultants and has yet to identify the availability of these resources. *(Cost: approximately \$100,000 - \$125,000)*
- 3) Cessation of the housing rehabilitation program and reallocation of housing rehabilitation funds to a public services project. *(Cost: approximately \$25,000)*

Allocation of Funds (2016 Plan Year)

The allocation of funds for the 2016 plan year (October 1, 2016 – September 30, 2017) will be discussed. This allocation will need to balance the impact on our community and staff resources required to administer the program. While the number of options is technically infinite, below is a list that captures the three most evident options:

**Option #1**

<b>Project Description</b>	<b>2016 Plan Allocation (Proposed)</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>
Housing Rehabilitation Program	65%	\$122,006
Public Facilities – Improvements to Isaac Scruggs Park or Downtown streets project	0%	\$ 0
Public Services – Funding for Life Message, Honor Academy, Senior Citizen Transportation	15%	\$ 28,155
Administration – Administrative and management costs	20%	\$ 37,540
<b>Total Grant</b>		<b>\$187,701</b>

Option #1 simply allocates funding in the same manner as the prior plan year. The administrative cost for this option would be approximately \$110,000 should internal staff be used, and \$120,000-\$144,000 should consultants be used for housing rehabilitation implementation.

### **Option #2**

<b>Project Description</b>	<b>2016 Plan Allocation (Proposed)</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>
Housing Rehabilitation Program	0%	\$0
Public Facilities – Improvements to Isaac Scruggs Park or Downtown streets project	65%	\$122,006
Public Services – Funding for Life Message, Honor Academy, Senior Citizen Transportation	15%	\$28,155
Administration – Administrative and management costs	20%	\$37,540
<b>Total Grant</b>		<b>\$187,701</b>

There are a number of public facilities projects that are possible under Option #2. It should be noted that due to the relatively low amount of the public facilities grant amount, it would most likely only fund a portion of a project. These include projects in the downtown neighborhoods of Southridge and Oliver's Addition. These improvements would complement the existing Village of Rowlett and other downtown initiatives. The below initiatives would also complement the bond initiatives that were approved by the voters last year. Below are a list of possible improvements to be considered:

- Water and sanitary sewer improvements in Southridge not funded by bonds
- Alley improvements in Oliver's Addition
- Street connection between Village of Rowlett and Skyline Drive for both vehicular and pedestrian connectivity.

The administrative cost for this option would be approximately \$45,000, using internal staff and our CDBG consultant.

### **Option #3**

<b>Project Description</b>	<b>2016 Plan Allocation (Proposed)</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>
Housing Rehabilitation Program	32.5%	\$ 61,002
Public Facilities – Improvements to Isaac Scruggs Park or Downtown streets project	32.5%	\$ 61,003
Public Services – Funding for Life Message, Honor Academy, Senior Citizen Transportation	15%	\$ 28,155
Administration – Administrative and management costs	20%	\$ 37,540
<b>Total Grant</b>		<b>\$187,701</b>

Option #3 is simply an equal fund allocation between housing rehabilitation and public facilities, with the public services funds being the same allocation as the prior year. The administrative cost

for this option would be approximately \$118,000 should internal staff be used, and \$128,000-\$156,000 should consultants be used for housing rehabilitation implementation.

As can be seen in the above options, staff is still proposing to allocate the public services in the same fashion as last year. The specific breakdown would be as follows:

- Life Message - \$11,578
- Honor Academy - \$11,577
- Senior Citizen Transportation - \$5,000

Staff is requesting that City Council provide direction for Plan Year 2015 funds as well as allocation of 2016 funds.

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

N/A

#### **RECOMMENDED ACTION**

Provide direction to staff regarding allocation of Plan Year 2015 and Plan Year 2016 funds.

#### **ATTACHMENTS**

N/A



City of Rowlett  
Staff Report

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 3C

**TITLE**

Discuss the Martha Lane Water Tower status. (10 minutes)

**STAFF REPRESENTATIVE**

Jim Proce, Assistant City Manager  
Noel Thompson, Interim Public Works Director

**SUMMARY**

Staff will present the latest strategy and plan for the Martha Lane Water Tower that was damaged in the December 26, 2015 EF-4 tornado.

**BACKGROUND INFORMATION**

On December 26, 2015, the City of Rowlett was struck by an EF-4 tornado that damaged or affected over 1,100 homes, public infrastructure, and the Martha Lane water tower. Since the initial impacts, staff has explored the multiple options with regard to the outcome and plan for the tower going forward. Several consultants, the Texas Department of Emergency Management, FEMA, TML, and staff have reviewed the tower and its condition and a final recommendation is forthcoming. The purpose of this item is to provide an update on the status of this analysis.

**DISCUSSION**

In the determination of the final plan for the water tower, several concerns were being considered that included:

- Potential FEMA reimbursement
- TML insurance coverage
- Method of repair or disposition
- Effect on the system with or without the facility
- Safety of the general public in the vicinity
- Maximizing the benefit to the City/Utility

In the analysis, these concerns weighed heavily in making sure that the maximum reimbursement was attained. At the time of publishing, staff was awaiting confirmation from TML.

**FINANCIAL/BUDGET IMPLICATIONS**

The financial implications were pending at the time of publishing.

**RECOMMENDED ACTION**

The item is for information only.



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

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 3D

**TITLE**

Discuss approving and ratifying an emergency construction contract with TRI-CON Services in the amount not to exceed \$593,081.00 for the 36 inch gravity sanitary sewer line repair and replacement.

**STAFF REPRESENTATIVE**

Noel Thompson, Interim Director of Public Works  
Walter Allison, City Engineer

**SUMMARY**

City staff has found a 36 inch gravity sanitary sewer line near Rowlett Creek that is severely corroded and deteriorated allowing inflow and infiltration from storm water. The purpose of this item is to approve and ratify an emergency construction contract to replace 922 linear feet of this line.

**BACKGROUND INFORMATION**

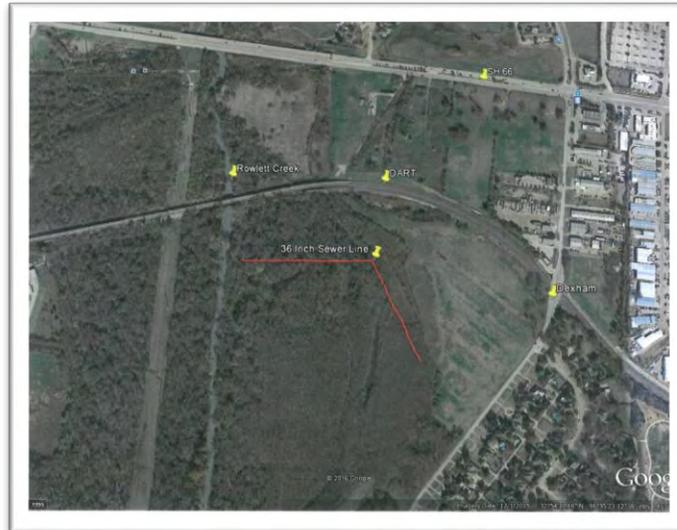
During the last several months, the City has encountered a few circumstances where the sewer inflows and infiltration appeared to be higher than normal resulting in higher bills from Garland for sewer treatment. The first circumstance was noted during the rains in May 2015. Once the rain subsided, the flows returned to a level which was more in line with historical trends. This anomaly reoccurred when we encountered rainfalls in the fall of 2015. When there is an increase in rainfall, we expect an increase in inflows and infiltration resulting in spikes in the sewer treatment flow volume. These higher inflows are caused by stormwater leaking into the sanitary sewer system and is the bane of all such systems.

In the early winter of 2016, we encountered a similar occurrence. However, this caused a concern from City staff because when the rainfalls slowed, we did not see the level reduce back to historical trends as we would have otherwise anticipated. As a result, we conducted an immediate review and investigation of possible breaches in the system to determine the cause of what appeared to be a constant flow of sewer, which was abnormally high.

During the investigation, staff had found several instances of infiltration which have been determined to contribute to these inflows. This included manholes that were found with the covers removed, thus taking water from the Muddy Creek and Schrade Road ditch. These locations have been secured and future improvements are planned to prevent recurrence of inflows.

In addition, on April 7, public works staff discovered holes and openings in a 36 inch gravity sanitary sewer on the east side of Rowlett Creek and west of Dexham Road. There is an urgency

to getting this addressed immediately since the unanticipated costs for the ongoing treatment of these additional flows has exceeded budgeted amounts for sewer treatment and may be as much as \$200,000-\$250,000 above average in excess months. Immediate health and safety concerns were addressed with the installation of the bypass system on April 15.



36 Inch Sanitary Sewer Location East of Rowlett Creek

Further inspection of the pipe revealed several areas of holes and corrosion, thus, staff requested TRI-CON Services clear the sewer easement area and develop access from Dexham westerly to Rowlett Creek.



Hand Clearing of 36 Inch Sanitary Sewer East of Rowlett Creek



Manual and Equipment Clearing of 36 Inch Sanitary Sewer of Rowlett Creek

Access was needed to the vault and manholes located on the east side of Rowlett Creek prior to the siphon crossings of Rowlett Creek. A temporary access road was established the week of April 11.



Development of Temporary Access Road to Rowlett Creek

A pump bypass system was developed to alleviate immediate health and safety concerns and to provide access to the 36 inch sewer line for a camera inspection. The pump bypass was established April 15.



Pump Bypass System for the Length of 1000 Feet Adjacent to the 36 Inch Sanitary Sewer Line

Camera inspection was performed on April 15 and 16. Based upon the camera inspection and field inspections, staff determined that the sewer contains numerous holes and openings and is severely corroded over a length of approximately 250 feet. In addition, the camera inspection revealed corrosion build-up in much of the 630 feet inspected. The remaining 292 feet could not be inspected with camera due to severe debris and deteriorated conditions.



Pipe Corrosion Along 250 Feet of the 36 Inch Sanitary Sewer Line



Holes in the 36 Inch Sanitary Sewer Line

Considering the immediate health and safety concerns with exposure of sewage flows and the deteriorated condition of the sewer, staff pursued immediate replacement of 922 linear feet of the sewer as an emergency purchase. On April 20, 2016, the City contracted with TRI-CON Services for immediate replacement of the deteriorated sewer.

All of the City's sanitary sewer is conveyed to the City of Garland for treatment. There is a concentration of sewer lines at Rowlett Creek prior to conveyance under Rowlett Creek to flow meter(s) prior to the Garland treatment plant. This 36 inch sewer is one such primary line for conveyance of sewer to the Garland treatment plant.

Grantham and Associates has developed a model of the City's sanitary sewer system and identified several key lift station and line projects. A sewer capital improvement program was developed to address insufficient capacity and/or aging infrastructure in need of replacement. A project for Miscellaneous Sanitary Sewer Line Repair and Replacement was included in the Capital Improvement Program.

## **DISCUSSION**

The deteriorated 36 inch sanitary sewer line west of Rowlett Creek and east of Dexham is a vital conveyance line for those areas in the south and southwest portions of the City. The deteriorated condition of the 40 year old sewer line and concerns with exposure of sewer flows is an immediate health and safety issue as well as long term concern for continued use of the existing line. The immediate health and safety concerns were addressed with the installation of the bypass system on April 15. The bypass system leads to a financial concern however, as this bypass system is operating at an estimated cost of \$5,000 per day. Thus, time is of the essence and the services of TRI-CON Services were utilized to immediately replace the deteriorated 922 feet of sanitary sewer line west of Rowlett Creek.

While the cost of this particular item is nearly \$600,000, Council needs to be aware that the excess costs associated with sewer treatment above historical trends is well over one million dollars. At

this time, the bypass is expected to limit that continuing cost but time is of the essence to complete the replacement to avoid the ongoing cost associated with the bypass system.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$593,081.00 is available in the Capital Project Fund budgeted for Miscellaneous Sanitary Sewer Line Repair and Replacement Project (SS1102).

<b>Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
SS1102	Miscellaneous Sanitary Sewer Line Repair and Replacement	\$612,095.00	\$593,081.00

**RECOMMENDED ACTION**

Staff recommends City Council consider a resolution accepting the proposal and awarding a contract to TRI-CON Services in the amount of \$593,081.00 for the 36 inch Gravity Sanitary Sewer Replacement and authorizing the Mayor to execute the necessary documents for said services. This item is on the Consent Agenda for this meeting.



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

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 5A

**TITLE**

Presentation of proclamation to Purple Heart Recipient, PFC Francis James Cameron, Jr.

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

**SUMMARY**

The Purple Heart is a United States military decoration awarded in the name of the President to those wounded or killed while serving, on or after April 5, 1917, with the U. S. military. The Purple Heart is the oldest military award still given to U.S. military members.

**BACKGROUND INFORMATION**

It is one of the most recognized and respected medals awarded to members of the U.S. armed forces. Introduced as the "Badge of Military Merit" by General George Washington in 1782, the Purple Heart is also the nation's oldest military award. In military terms, the award had "broken service," as it was ignored for nearly 150 years until it was re-introduced on February 22, 1932, on the 200th anniversary of George Washington's birth. The medal's plain inscription "FOR MILITARY MERIT" barely expresses its significance.

On May 28, 1932, 137 World War I veterans were conferred their Purple Hearts at Temple Hill, in New Windsor, NY. Temple Hill was the site of the New Windsor Cantonment, which was the final encampment of the Continental Army in the winter of 1782-1783. Today, the National Purple Heart continues the tradition begun in 1932, of honoring those who have earned the designation.

Today we recognize and honor U.S. Army PFC Francis James Cameron, Jr., for his service. During the Korean War, he was seriously wounded in action by a missile on July 21, 1950, and transported to Tokyo Army Hospital where he was treated and released to return to active duty.

PFC Cameron has also been awarded the National Defense Service Medal, the United Nations Service Medal, the Republic of Korea War Service Medal and several other awards for his service.

**PURPLE HEART RECIPIENT  
PFC FRANCIS JAMES CAMERON, JR.**

**WHEREAS**, the bravery, honor, courage and commitment of our soldiers, sailors, and other military personnel stand at an unparalleled level and we thank God for their unwavering dedication to this country we call home; and

**WHEREAS**, the Purple Heart is the oldest military decoration still in present use and was initially created by George Washington in 1782, as the “Badge of Military Merit”; and,

**WHEREAS**, the Purple Heart is specifically a combat decoration awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and,

**WHEREAS**, today we recognize and honor U.S. Army PFC Francis James Cameron, Jr., for his service. PFC Cameron began his service on December 30, 1948 in Dearborn, Michigan. While in Taejon, South Korea during the Korean War, he was seriously wounded in action by a missile on July 21, 1950 and transported to Tokyo Army Hospital where he was treated and later released to return to active duty; and,

**WHEREAS**, PFC Cameron was awarded the National Defense Service Medal, the United Nations Service Medal, the Republic of Korea War Service Medal, and several other awards for his service.

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby extend sincere appreciation and gratefulness to U.S. Army PFC Francis James Cameron, Jr. for his devotion and commitment to duty.



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

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 5B

**TITLE**

Presentation of proclamation recognizing the month of May, 2016 as National Motorcycle Awareness Month.

**STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim the month of May, 2016 as National Motorcycle Awareness Month.

**BACKGROUND INFORMATION**

N/A

**DISCUSSION**

This proclamation is to inform riders and motorists on motorcycle safety issues to reduce motorcycle related risks, injuries and fatalities.

**ATTACHMENT**

Proclamation

## **MOTORCYCLE SAFETY AWARENESS MONTH**

**WHEREAS**, today's society is finding more citizens involved in motorcycling on the roads of our country; and

**WHEREAS**, motorcyclists are roughly unprotected and more prone to injury or death in a crash than other vehicle drivers; and

**WHEREAS**, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

**WHEREAS**, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

**WHEREAS**, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle and gives the operator the respect on the road they deserve.

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby proclaim the month of May, 2016, as

## **MOTORCYCLE SAFETY AWARENESS MONTH**

in the City of Rowlett, and urge all residents to do their part to increase safety and awareness in our community.



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

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 5C

**TITLE**

Presentation of proclamation recognizing the week of May 15-21, 2016, as National Police Week.

**STAFF REPRESENTATIVE**

W.M. Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim National Police Week as May 15-21, 2016.

**BACKGROUND IN FORMATION**

National Police Week has been recognized in the United States since 1962. It is through this program that the nation can be alerted to the dangers of police work and to the dedication of the men and women that serve in this occupation. Recognizing law enforcement personnel during this time each year also brings attention to the surviving family members of slain officers and to the National Police Officers Memorial, which is located in Washington, DC and funded through private donations as well as through tax dollars.

**DISCUSSION**

Each year, during this week, the names of law enforcement personnel who were killed in the line of duty are engraved on the National Police Officers Memorial. National Police Week is a way of bringing to the community's attention the dedication and commitment of the employees of the Rowlett Police Department so that citizens are acutely aware that they serve because they are proud to do so. It is an honor to recognize their service to the community by declaring the week of May 15-21, 2016, as National Police Week.

Additionally, please join us in honoring those who have made the ultimate sacrifice by honoring them on Peace Officers Memorial Day on Tuesday, May 17, 2016, by remembering them in your thoughts and prayers.

**ATTACHMENTS**

Proclamation

**NATIONAL POLICE WEEK  
PEACE OFFICERS MEMORIAL DAY**

**WHEREAS**, Congress and President of the United States have designated May 15 as National Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

**WHEREAS**, the members of the Police Department of the City of Rowlett play an essential role in safeguarding the rights and freedoms of Rowlett; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the City of Rowlett Police Department unceasingly provide a vital public service;

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, call upon all citizens of Rowlett and upon all patriotic, civic and educational organizations to observe the week of May 15-21, 2016 as

**NATIONAL POLICE WEEK**

With appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Rowlett to observe Tuesday, May 17, 2016 as

**NATIONAL POLICE WEEK**

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



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**Staff Report**

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 5D

**TITLE**

Presentation of proclamation recognizing the week of May 1-7, 2016, as Rowlett Detention Officers Week.

**STAFF REPRESENTATIVE**

Mike Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to proclaim National Detention Officers Week as May 1-7, 2016.

**DISCUSSION**

National Detention Officer Week is May 1-7, 2016. During this time, the Police Department is proud to celebrate and recognize the excellence in service provided by our distinguished coworkers who serve as detention officers.

Few citizens fully understand how demanding the work of a Detention Officer is. It requires due diligence and dedication, qualities that our Detention Officers routinely evidence as they tackle the challenges and opportunities presented daily in the management of the inmate population. Our Detention Officers consistently muster a can-do commitment to their work, creating and sustaining a safe workplace, making the best use of available resources, being an important part of the Criminal Justice System, and striving for excellence in everything that they do. There is not a day at the Department that our correctional officers do not make a difference in the level of quality policing evident in the City of Rowlett.

The Rowlett Detention Facility is staffed by dedicated, well trained Detention Officers who are tasked with providing for the supervision and security of inmates 24 hours per day. Our Detention Facility, like any similar facility, does carry a level of risk inherent in its daily operation.

Although they perform their duties outside of direct public view, they are dedicated to providing the best possible service they can to the community in an environment that can quickly turn dangerous.

National Detention Officers Week is a time to recognize the men and women who work each day in jails, detention facilities and prisons maintaining security and safe guarding our community. Please take time out of your day during the week of May 1-7, 2016, to thank those men and women who form the ranks of our Detention Officers for the job that they do day in and day out.

**ATTACHMENT**

Proclamation

## **ROWLETT DETENTION OFFICERS WEEK**

**WHEREAS**, no group of Americans has a more difficult or less publicly visible job than the brave men and women who work in our detention facilities. These officers are entrusted with the difficult and often dangerous assignment of ensuring the custody, safety and well-being of the inmates in our municipal jail. Their positions are essential to the day-to-day operations of the Police Department and without them it would be impossible to achieve the foremost institutional goals of security and control; and

**WHEREAS**, Detention Officers must protect inmates from violence from fellow prisoners, while maintaining the security of the facility and the safety of the community; and

**WHEREAS**, in recent years, the duties of these officers have become increasingly complex and demanding as they are called upon to fill simultaneously, custodial, supervisory and counseling roles. The professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserving of our utmost respect; and

**WHEREAS**, the important work of Detention Officers often does not receive the recognition it deserves. It is important that the general public know and appreciate the capable handling of the physical and emotional demands made upon them daily, their profession requiring careful and constant vigilance with the threat of violence always present; and

**WHEREAS**, it is appropriate that we honor our Detention Officers for their invaluable contributions, their consistent and dedicated commitment to society and for their many contributions and accomplishments made by these men and women who are a vital component of law enforcement.

**NOW, THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, do hereby proclaim the week of May 1-7, 2016, as

## **ROWLETT DETENTION OFFICERS WEEK**

in the City of Rowlett and encourage all residents to join the City Council in recognizing not only the outstanding Detention Officers of Rowlett, but detention and correctional officers throughout the Nation who dedicate their professional lives to the security of their communities.



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

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**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 5E

**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**

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**AGENDA DATE:** 04/19/16

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the April 19, 2016 City Council Regular 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 minutes for the April 19, 2016 City Council Regular Meeting.

**ATTACHMENT**

04-19-16 City Council Regular Meeting Minutes



# City of Rowlett

## Meeting Minutes

### City Council

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

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Tuesday, April 19, 2016

6:30 P.M.

Municipal Building – 4000 Main Street

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

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

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

**Absent:** Mayor Pro Tem Gallops

#### 1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:33 p.m.

#### 2. EXECUTIVE SESSION

- 2A.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.074 (Personnel) to deliberate on the evaluation and duties of the City Secretary. (30 minutes) (THIS ITEM WILL BE DISCUSSED FOLLOWING THE REGULAR PORTION OF THE MEETING)

In at 6:34 p.m. Out at 7:21 p.m.

Council took a short break at 7:21 p.m. and reconvened at 7:24 p.m.

#### 3. WORK SESSION (6:30 P.M.) \* Times listed are approximate.

- 3A.** Joint Work Session of Board of Adjustment and City Council. (45 minutes)

This item has been rescheduled for an upcoming date.

- 3B.** Discuss July 4<sup>th</sup> Celebration for 2016. (15 minutes)

Angela Smith, Director of Parks and Recreation, provided an overview of the Fireworks on Main event with the announcement of headlining entertainment – Exile.

**4. DISCUSS CONSENT AGENDA ITEMS**

Council took a short break at 7:39 p.m.

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

Council reconvened at 7:43 p.m.

**INVOCATION** – Councilmember Pankratz

**PLEDGE OF ALLEGIANCE**

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

**5. PRESENTATIONS AND PROCLAMATIONS**

- 5A.** Presentation of proclamation recognizing the week of April 25-29, as Administrative Professional's Week.

Deputy Mayor Pro Tem Dana-Bashian presented the proclamation to Evette Whitehead – Executive Assistant to the City Manager, Denise Gomez – Administrative Assistant for Finance, Julie Ward – Administrative Services Manager for Fire, Dawn Smith – Administrative Services Manager for Police, and Shelley Monroe – Sr. Administrative Assistant for Parks.

- 5B.** Presentation of donation to Life Message from Spirit Outfitters.

This item has been rescheduled for a future date.

- 5C.** Proclamation for the members and agencies of the Public Works Emergency Response Team for their part in the mutual aid response to the December 26, 2015 EF-4 tornado.

Councilmember Pankratz presented the proclamation to Jim Proce – Assistant City Manager, Ronnie Bates – Public Works Director, City of Allen, and Noel Thompson – Interim Director of Public Works, City of Rowlett.

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

Mayor Gottel announced the following:

**COUNCIL MEETINGS**

- NEXT REGULAR COUNCIL MEETINGS WILL BE HELD ON TUESDAY, MAY 3<sup>RD</sup> AND 17<sup>TH</sup>

**P & Z MEETINGS**

- MEETINGS WILL BE HELD ON THE APRIL 26<sup>TH</sup>, MAY 10<sup>TH</sup> AND 24<sup>TH</sup> IN THE CITY HALL CONFERENCE ROOM AT 6:30PM

**EARLY VOTING STARTS IN APRIL**

- FIRST DAY - MONDAY, APRIL 25<sup>TH</sup> @ 8AM IN THE ANNEX BUILDING
- LAST DAY – TUESDAY, MAY 3<sup>RD</sup>

- **ELECTION DAY – SATURDAY, MAY 7<sup>TH</sup>, 7AM TO 7PM**
- CHECK THE CITY’S FRONT PAGE ON THE WEBSITE FOR THE PROPOSED CHARTER AMENDMENTS

**SMALL BUSINESS ADMINISTRATION NOW OFFERING LOW-INTEREST DISASTER LOANS!**

- THE DALLAS/ROCKWALL COUNTY DISASTER LOAN OUTREACH CENTER ***WILL STAY OPEN UNTIL THURSDAY, APRIL 21<sup>ST</sup>***
- SBA REPRESENTATIVES WILL BE AVAILABLE TO HELP INDIVIDUALS, FROM 9AM TO 6PM @ CHURCH IN THE CITY RELIEF CENTER; LOCATED AT 6005 DALROCK RD THROUGH THIS THURSDAY
- SBA REPRESENTATIVES ARE ON HAND NOW AT THE OUTREACH CENTER TO ANSWER QUESTIONS ABOUT THE DISASTER LOAN PROGRAM, EXPLAIN THE APPLICATION PROCESS AND HELP EACH INDIVIDUAL COMPLETE THEIR APPLICATION.
- **THE DEADLINE TO APPLY FOR PROPERTY DAMAGE LOANS IS MAY 31, 2016**
- **THE DEADLINE TO APPLY FOR ECONOMIC INJURY LOANS IS DECEMBER 29, 2016**
- YOU MAY ALSO CALL 800-659-2955
- EMAIL [DISASTERCUSTOMERSERVICE@SBA.GOV](mailto:DISASTERCUSTOMERSERVICE@SBA.GOV) OR [ROWLETOEM@ROWLETT.COM](mailto:ROWLETOEM@ROWLETT.COM)

**CERT PRESENTS “THE ROWLETT PREPARE FAIR”**

- SATURDAY, APRIL 23<sup>RD</sup> FROM 10AM TO 2PM
- HELD AT THE FIRST UNITED METHODIST CHURCH LOCATED AT 4405 MAIN STREET
- OVER 25 FIRST RESPONDERS, EMERGENCY PREPAREDNESS AGENCIES AND LOCAL COMPANIES TO FURTHER EDUCATE AND PREPARE CITIZENS IN THE EVENT OF DISASTERS
- FREE TO THE PUBLIC AND SUITABLE FOR ALL AGES
- LUNCH AND SNACKS AVAILABLE FOR PURCHASE AT THE EVENT
- FOR MORE INFORMATION, CONTACT CHRIS PAUL – CERT PUBLIC INFORMATION OFFICER @ [W15Y@arrl.net](mailto:W15Y@arrl.net) OR 972-979-8754

**REBUILD ROWLETT “GO FUND ME” AND “PAYPAL” ACCOUNTS**

- THE ROWLETT CHAMBER FOUNDATION, A NON-PROFIT ORGANIZATION, STARTED REBUILD ROWLETT GO FUND ME AND PAYPAL ACCOUNTS
- MAKE A TAX-DEDUCTIBLE DONATION TO HELP ROWLETT RESIDENTS REBUILD THEIR LIVES AND HOMES
- [WWW.GOFUNDME.COM/REBUILDDROWLETT](http://WWW.GOFUNDME.COM/REBUILDDROWLETT)
- PAYPAL – [WWW.REBUILDDROWLETT.ORG](http://WWW.REBUILDDROWLETT.ORG)

**ROWLETT LIBRARY**

- THE LIFE-CHANGING MAGIC OF SPRING CLEANING
  - SATURDAY, APRIL 23<sup>RD</sup>, 2PM AT THE LIBRARY

**PARKS AND RECREATION**

- KIDFISH
  - SATURDAY, APRIL 23<sup>RD</sup> FROM 9AM TO 12PM @ COMMUNITY PARK, 8500 ANDREWS
- CARDBOARD BOAT REGATTA
  - SATURDAY, APRIL 23<sup>RD</sup> STARTING AT 1:30PM @ COMMUNITY PARK, 8500 ANDREWS

- NATIONAL PRESCRIPTION TAKE BACK DAY
  - SATURDAY, APRIL 30<sup>TH</sup> FROM 10AM – 2PM @ RCC

### **SENIOR EVENTS**

- SENIOR TRIP – WINSTAR CASINO – WEDNESDAY, APRIL 20<sup>TH</sup> 8AM – 5PM

### **ANIMAL SHELTER**

- LOW COST VACCINE CLINIC AT ANIMAL SHELTER – SATURDAY, MAY 21<sup>ST</sup>, 1 – 3PM
- LOCATED AT 4402 INDUSTRIAL ST.
- SHELTER IS OPEN MONDAY – SATURDAY, 10AM – 5PM

## **6. CITIZENS' INPUT**

There were no speakers.

## **7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the April 5, 2016 City Council Regular Meeting.

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

- 7B.** Consider action to approve a resolution directing Oncor Electric Delivery Company, LLC to file certain information with the City of Rowlett and ratifying the hiring of legal counsel and consultants.

**This item was approved as RES-059-16 on the Consent Agenda.**

### **Passed the Consent Agenda**

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

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

- 8A.** Conduct a public hearing and consider continuing Chapter 34, Article III, Sections 34-61 through 34-65 of the Code of Ordinances regarding the Juvenile Curfew Ordinance.

Mike Brodnax, Police Chief, presented the information for this item. The public hearing opened and closed with no speakers.

**A motion was made by Deputy Mayor Pro Tem Dana-Bashian, seconded by Councilmember Pankratz, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-017-16.**

- 8B.** Conduct a public hearing and consider an ordinance to amend previously approved Planned Development (PD) Ordinance 11-6-84 to allow for a modification to “Area 4” to allow detached single family homes in addition to the previously approved attached townhomes. The subject properties are located on Cousteau Drive, north side of Calypso Drive and Harbor Drive, further

described as being Block A, Lots 1A-7B, Block B, Lots 1A-14B, and Block C, Lots 16A-17B, of the Peninsula 3A Addition, City of Rowlett, Dallas County, Texas.

Garrett Langford, Principal Planner, presented the information for this item. The public hearing opened and closed with one speaker: Alan Cutter, 7601 Calypso Drive, Rowlett, who spoke in favor of this item.

**A motion was made by Councilmember Sheffield, seconded by Councilmember Pankratz, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-018-16.**

- 8C.** Conduct a public hearing and take appropriate action on a request for a rezoning from a Form-Based New Neighborhood Zoning District to a Planned Development (PD) with underlying Single Family-5 (SF-5) and Single Family-7 (SF-7) base zoning districts. The subject properties are located at 3621, 3713, 3717, and 3937 Hickox Road, further described as 34.15 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas.

Marc Kurbansade, Director of Development Services, presented the information for this item. Jerry Silo, representative for the applicant, presented additional information. Council discussion regarding housing types, green space, Realize Rowlett 2020, Form-Based code, and development throughout the City. The public hearing opened and closed with no speakers.

**A motion was made by Councilmember Sheffield, seconded by Councilmember Pankratz, to deny the item as presented. The motion failed with a vote of 3 in favor (Sheffield, Dana-Bashian, Pankratz) and 3 opposed (van Bloemendaal, Bobbitt, Gottel).**

**A motion was made by Councilmember van Bloemendaal, seconded by Councilmember Bobbitt, to approve the item as presented. The motion failed with a vote of 3 in favor (van Bloemendaal, Bobbitt, Gottel) and 3 opposed (Sheffield, Dana-Bashian, Pankratz).**

- 8D.** Consider action to approve a resolution for a Development Agreement between the City of Rowlett, Texas and Homestead Liberty Grove Home Owners Association, LLC, for the purposes of maintenance of neighborhood common spaces within the Homestead at Liberty Grove New Neighborhood Development.

Marc Kurbansade, Director of Development Services, presented the information for this item. William Gietema, developer, presented additional information.

**A motion was made by Councilmember Pankratz, seconded by Deputy Mayor Pro Tem Dana-Bashian, to approve the item as presented. The motion carried with a vote of 5 in favor and 1 opposed (van Bloemendaal). This item was approved as RES-060-16.**

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

No action taken.

**9. ADJOURNMENT**

Mayor Gottel adjourned the meeting at 10:34 p.m.



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

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 7B

**TITLE**

Consider action to approve a resolution entering into an Interlocal Agreement with the City of University Park, which will allow both cities to cooperatively purchase goods and services under each other's competitively bid contracts.

**STAFF REPRESENTATIVE**

Vicki Alfaro, Purchasing Agent

**SUMMARY**

This item is to establish an Interlocal Agreement between the City of Rowlett and the City of University Park for cooperative purchasing of goods and services. Recently, Elizabeth Anderson, who is the Purchasing Manager with the City of University Park requested that the City of University Park be allowed to cooperatively purchase utilizing the disaster debris removal and disaster debris monitoring contracts with the City of Rowlett; therefore, City staff is requesting an Interlocal Agreement be established for this purpose.

**BACKGROUND INFORMATION**

Texas Local Government Code provides the opportunity for governmental entities to participate in Cooperative Purchasing Programs with each other as stated below. The City of Rowlett currently has thirty-five (35) Interlocal Agreements established with other governmental entities.

**DISCUSSION**

Section 271.102, Texas Local Government Code, authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization, and such process satisfies the state law competitive bid requirements. Chapter 791 of the Texas Government Code also authorizes respective governing bodies and officials in accordance with the "Interlocal Cooperation Act" to participate in a Cooperative Purchasing Program with another government entity, and such process satisfies the state law competitive bid requirements.

The adoption of the above stated resolution will allow both parties, the City of Rowlett and the City of University Park, to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code. There is no fee involved for the Interlocal Agreement.

The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments

to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

The City Attorney, David Berman, has reviewed and approved the Interlocal Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

N/A.

#### **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution entering into an Interlocal Agreement with the City of University Park, which will allow both cities to cooperatively purchase goods and services under each other's competitively bid contracts.

#### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF UNIVERSITY PARK FOR COOPERATIVE BIDDING AND PURCHASING OF GOODS AND SERVICES UNDER COMPETITIVELY BID CONTRACTS PURSUANT TO SUBCHAPTER F, CHAPTER 271, OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 791 OF THE TEXAS GOVERNMENT CODE FOR THE CITY OF ROWLETT, TEXAS; AUTHORIZING THE CITY MANAGER AS THE COORDINATOR FOR THE COOPERATIVE ENTITY UNDER SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett, Texas finds that the Texas Local Government Code Section 271.102, and Chapter 791 of the Texas Government Code allows local governments to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization and allows both parties to purchase goods and services under each other's competitively bid contracts, and such process satisfies the State law competitive bid requirements; and

**WHEREAS**, the City of Rowlett desires to participate in an Interlocal Cooperation Agreement with the City of University Park to cooperatively purchase goods and services for each governmental entity.

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

**Section 1:** The City of Rowlett does hereby approve an Interlocal Cooperation Agreement with the City of University Park providing for cooperative bidding and purchasing of goods and services; a copy of said agreement being attached hereto and labeled "Exhibit A".

**Section 2:** The City Manager is hereby designated as the coordinator for the City of Rowlett under said agreement, and is hereby authorized to execute the agreement with the City of University Park and such other documents as may be necessary or appropriate pursuant thereto.

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

**ATTACHMENT**

Exhibit A – Interlocal Cooperation Agreement

STATE OF TEXAS

§  
§  
§**INTERLOCAL COOPERATION AGREEMENT**

COUNTY OF DALLAS

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of University Park, Texas ("University Park") and the City of Rowlett, Texas ("Rowlett"), acting by and through their authorized officers.

**RECITALS:**

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the law to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

### ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party.

### ARTICLE IV PURCHASING

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

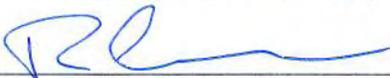
5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are found to be true and correct and are incorporated herein.

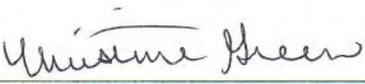
5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this 19<sup>th</sup> day of April 2016.

**CITY OF UNIVERSITY PARK, TEXAS**

By:   
Robbie Corder, City Manager  
3800 University Blvd.  
University Park, Texas 75205

**ATTEST:**

By:   
Christine Green, City Secretary

EXECUTED this 19<sup>th</sup> day of April 2016.

**CITY OF ROWLETT, TEXAS**

By: \_\_\_\_\_  
Brian Funderburk, City Manager  
4000 Main Street  
Rowlett, Texas 75088

**ATTEST:**

By: \_\_\_\_\_  
Laura Hallmark, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
David Berman, City Attorney



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 5/3/2016

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve a resolution awarding the proposal for a Library Radio Frequency ID system to EnvisionWare, Inc. in the amount of \$61,606 and authorizing the City Manager to execute the necessary documents for said contract.

**STAFF REPRESENTATIVE**

Kathy Freiheit, Director of Library Services

**SUMMARY**

Radio Frequency Identification (RFID) systems offer significant gains through reduction of labor-intensive workflows, enhanced customer services, and improved materials management. The Library's electromagnetic (EM) theft detection system, now 20 years old, has become increasingly unreliable and precludes the integration of new technologies, which can improve collection security, better facilitate inventory control, and streamline workflows, benefiting both the Library and patrons. RFID enables implementation of customer self-checkout, whereby borrowers have the ability to check out items on their own, freeing staff for more direct customer service in circulation and other areas of Library operations.

**BACKGROUND INFORMATION**

A Request for Proposals (RFP) for Library RFID solutions was issued by the City Purchasing Department on March 3, 2016. Five responses were received by the March 18, 2016, deadline.

Proposals were received from five vendors, as follows:

- Bibliotheca, LLC (Norcross, GA)
- EnvisionWare, Inc. (Duluth, GA)
- mk Solutions, Inc. (York, PA)
- P.V. Supa, Inc. (Plano, TX)
- Tech Logic (White Bear Lake, MN)

Proposals were reviewed by three members of the Library Administrative Team, with vendor responses individually evaluated and weighted using the criteria indicated below.

Weighting Criteria	Elements	Max Possible Points
Vendor	Support, Reputation, References & Financial Stability	35

<b>Weighting Criteria</b>	<b>Elements</b>	<b>Max Possible Points</b>
Product	Ability to Meet or Exceed Functional Requirements	30
Price	Total System Life Cycle Costs Over Five Years	25
Responsiveness to Bid	Compliance with Procedural Requirements of the RFP	10

Members of the Team verified information, conducted reference checks, shared scoring results, and discussed the merits of each proposal. Scores were tallied and averaged, with vendor proposals ranked as follows:

<b>Vendor</b>	<b>Scoring Averages (Highest To Lowest)</b>
EnvisionWare, Inc.	94.00
Tech Logic	86.00
mk Solutions, Inc.	74.33
Bibliotheca, LLC	73.00
P.V. Supa, Inc.	60.00

As indicated in the RFP document, evaluation was made on a “best value” system. Proposals were reviewed and evaluated for compliance with specifications before proposal price was considered. Annual costs over 5 years, from highest to lowest, appear below.

<b>Vendor</b>	<b>System Cost Year 1 Outlay</b>	<b>Maintenance Year 2-5 Costs</b>	<b>Annual Cost over 5 Years</b>
Bibliotheca, LLC	\$60,532	\$21,316	\$16,370
Tech Logic	\$42,355	\$29,760	\$14,423
EnvisionWare, Inc.	\$49,360	\$12,246	\$12,321
mk Solutions, Inc.	\$41,050	\$13,742	\$10,958
P.V. Supa, Inc.	\$36,660	\$ 9,946	\$ 9,321

After careful consideration of all proposals, staff recommend acceptance of the proposal submitted by EnvisionWare, Inc., as it provides the best value for the Rowlett Public Library.

## **DISCUSSION**

Pending Council approval, staff will initiate the first phase of RFID implementation: tagging the collection. Utilizing a mobile conversion cart leased from the vendor, staff and volunteers will train with an implementation consultant on the tagging process. Every physical item in the collection (currently 71,000+ volumes) must be touched, first affixing an RFID target, then encoding the tag. In addition to the mobile conversion unit, staff workstations will also be set up to maximize tagging momentum and to allow for concurrent tagging of newly acquired items. As heavy summer traffic

approaches, tagging efforts will be concentrated during early morning and late day, so as to minimize inconvenience for our Library customers. Some estimates suggest that tagging can be done at a rate of 100 items per hour. Our goal is to complete phase one in three months.

Once tagging has been completed, staff will enter the second phase of the project. An implementation specialist will spend 3-4 days onsite installing workstations, gates, system hardware and software, then configure and test the system. Hands-on staff training will be provided on all aspects of system operations. Front-line staff training is extremely important to the success of the project, as both staff managed and customer self-checkout processes will need to be mastered. Roll-out is anticipated by September 2016.



**FINANCIAL/BUDGET IMPLICATIONS**

Funding for this project will come from the Innovations Fund. \$50,000 is budgeted for the upfront cost of this project. Annual hardware/software maintenance costs beginning in Year Two will be managed through the Library’s Operations & Maintenance budget.

Account Number	Project Title	Budget Amount	Proposed Amount
103-3501-6301	RFID Project	\$50,000	\$49,360
101-3501-6300	Library O&M – Maintenance – Service Contracts (Years 2 – 5)	\$12,246	\$12,246
<b>Total</b>		<b>\$62,246</b>	<b>\$61,606</b>

**RECOMMENDED ACTION**

Move to approve a resolution accepting the proposal of EnvisionWare, Inc. in the amount of \$61,606 for a Library Radio Frequency Identification (RFID) system for the Rowlett Public Library.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDED THE PROPOSAL FOR A LIBRARY RADIO FREQUENCY ID SYSTEM TO ENVISIONWARE, INC. IN THE AMOUNT OF \$61,606 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to replace the existing theft detection system for the Library;  
and

**WHEREAS**, the Purchasing Division has obtained competitive proposals as per RFP #2016-18 in accordance with Texas Local Government Code; and

**WHEREAS**, EnvisionWare, Inc. has provided a proposal for a library radio frequency security system which best meets current and anticipated Library needs; and

**WHEREAS**, City staff recommends the award for the radio frequency system hardware and software from EnvisionWare, Inc. in the amount of \$61,606; and

**WHEREAS**, The City Council of the City of Rowlett, Texas desires to award proposal #2016-18 for the purchase of RFID system hardware and software to EnvisionWare, Inc. in the amount of \$61,606 for replacement of the Library's theft detection system.

**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 proposal of EnvisionWare, Inc. in the amount of \$61,606 for a Library Radio Frequency ID system for the Rowlett Public Library.

**Section 2:** That the City Council of the City of Rowlett does hereby authorize the City Manager to execute the necessary documents after City Attorney approval and authorizes the issuance of purchase orders to conform to this resolution.

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

## **ATTACHMENTS**

Exhibit A – EnvisionWare, Inc. Contract and Quote

**AGREEMENT**

Between EnvisionWare, Inc. (“EnvisionWare”, “we”, “us” or “our”)

and

City of Rowlett, Texas (“Customer”, “you” or “your”)

We agree to sell to you certain equipment, software, and service according to the terms of this agreement, which includes the attached Standard Terms and Conditions, Quotation (and attachments thereto), Statements of Work (if any) and all Exhibits associated with all of the foregoing (all of which are made a part of and referred to as the “**Agreement**”).

You and we each acknowledge that we both agree to be bound by the terms of this Agreement and have had a duly authorized representative execute this Agreement below under seal.

**EnvisionWare, Inc.**

**Customer:**

By: \_\_\_\_\_ (seal)  
Michael J Monk, CEO

\_\_\_\_\_  
By: Brian Funderburk, City Manager

Principal business address:

Principal business address:

2855 Premiere Parkway  
Suite A  
Duluth, GA 30097  
Attn: Michael J. Monk, CEO  
Telephone: 678-382-6590  
Fax: 678-382-6501  
Email: mmonk@envisionware.com

4000 Main Street  
Rowlett, Texas 75088  
Attn: Director, Library Services  
Telephone: (972) 412-6100  
Fax: (972) 412-6279  
Email: bfunderburk@rowlett.com

Effective Date: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. “**Software**” means the object code versions of any software programs stated in a Specification and any updates to the software programs that we may provide to you pursuant to this Agreement. “**Hardware**” means the equipment stated in a Specification. We will deliver, install, and test the Software and Hardware product(s) (the “**Product**”) we have agreed to sell to you as specified in the specification (the “**Specification**”) contained in the Quotation or RFP response (both referred to as “**Quotation**”) attached hereto as Exhibit A, when it is finally agreed to and approved in writing by you and us. We will also provide support and training services as specified in the Specification. This Agreement shall govern all future Quotations that you and we agree to in writing from to time hereafter and which reference this Agreement (such future Quotations being incorporated herein).
2. Subject to the terms of this Agreement we hereby grant to you a non-exclusive license, without the right to sublicense, to the Software specified in the Specification to (i) install, use and display the Software on the designated systems; and (ii) use the documentation solely in connection with the authorized use of the Software. All Software is licensed and not sold. We retain all rights not specifically granted in this Agreement. The terms of use of the Software are contained in the Software End User License Agreement and Warranty (“**EULA**”) attached hereto as Exhibit B.
3. You agree to respect our intellectual property, that you will not use our trademarks or logos without our permission, and that you limit access to provided technical documentation to your library staff. We own or have a license to use the Software. Under no circumstances may you transfer our manuals, documentation, software, or license to another entity without our prior written approval. Any transfer in violation of this provision shall be of no power or effect. You agree to not provide any of our Products, Software, documentation, confidential information or licenses to a competitor of ours. You may not publish technical information about our Products in a forum that is publicly accessible. Your use of the Product on a protected Intranet is acceptable provided that only your staff has access to the system.
4. We reserve the right to list you as our customer on our customer list. You have final review and approval over any proposed press release or announcement about the installation of our products at your Library.
5. A copy of our insurance certificate is attached as Exhibit C.
6. Price Quotations
  - A. The estimated price for crating, freight and delivery to destinations is listed separately on the Quotations in Exhibit A. Freight charges may vary based on actual shipping addresses per item. Prices quoted are fixed for twelve (12) months from the Effective Date of this Agreement.
  - B. When we introduce new Products, the discounted prices will be added to the PICS Estimate (as published in the EnvisionWare Customer Center for your library) at discounted prices.
  - C. After twelve (12) months, quoted prices may increase by not more than the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (“**CPI-**

U”) for the twelve (12) month period ending in January of each year of the contract, except for those RFID-related components affected by the Euro/Dollar exchange rate. You will be notified about price increases that may affect future add-on purchases at least sixty (60) days prior to an effective change.

7. You agree that other public institutions may acquire products directly from EnvisionWare using the prices published in the PICS and updated PICS described in Section 6 above.
8. Our payment terms are as follows:
  - A. For all purchases except maintenance and subscription or recurring monthly, quarterly or annual services we will invoice for Hardware and Software as outlined on your “**Sales Order Confirmation**”. Payment terms are set forth in each Quotation.
    - i) Custom or built-to-order Products include, but are not limited to, sorters, 24-Hour Library, kiosks and other products which may be noted in the item description in the Quotation as being custom-built or made to order.
    - ii) All Quotations that include custom or built-to-order Products require an advance deposit, which must be received by EnvisionWare before orders can be placed with our factories. The deposit is non-refundable unless we fail to comply with the applicable Acceptance Criteria in the Statement of Work.
    - iii) Acceptance Criteria are developed in advance of delivery. Acceptance tests are conducted upon installation of each component for which Acceptance Criteria have been defined.
    - iv) When all tests pass for items on a Sales Order Confirmation the Customer must confirm an Order Acceptance.
  - B. Maintenance: Full payment prior to expiration of your first year warranty or prior to the expiration of the current maintenance period.
  - C. Subscription and Rental Services: Full payment prior to expiration of your current, fully paid month, quarter or year as defined in your subscription or rental agreement.
9. We are not responsible for delays caused by non-working library equipment, viruses or worms on your systems, or any other delays caused by you, your staff or your consultants. If you cause delays that result in added expense to us, we will issue a change order to recover for those losses and you agree to pay for such losses. We will be responsible for delays caused by us. We will notify you promptly and in writing if there is a delay, which will add expense.
10. You agree to provide adequate space, network connections, and power as outlined in the Specification for each device. For building modifications, we agree to provide technical documentation that clearly defines the requirements for the modifications. We are responsible for the accuracy of the documentation we provide. If an error in our documentation results in construction error, we will be responsible for such error, but we retain the right to obtain competitive bids to mitigate the costs of remedy. You are responsible for ensuring the

modifications are completed prior to our scheduled installation time. If modifications are not completed or are incorrect, you will be responsible for correcting the errors and for payment of the costs associated with the lost time and travel of our staff.

11. We will install the Product on your computers (per the Specification) or those provided by us provided you make a library technical staff person available to provide administrative access and aid us in resolution of any issues relating to network connection, permissions, or other things over which we have no control.
12. Notwithstanding the Warranty Period start date stated in the EULA, for the specific Products set forth in the applicable Quotation the applicable Product Warranty Period will commence upon your acceptance of the items specified in the applicable Sales Order Confirmation that EnvisionWare will email to you confirming your order. We will maintain the Product during the applicable Warranty Period. You will be responsible for basic troubleshooting and providing assistance to our support staff that will assist via email, telephone, remote access, chat or other tools that provide access and communication with you and your system. If an on-site visit is required because of a hardware failure that is not easily remedied by a simple swap of a module, we will come on site at no additional expense to you. The performance terms of the Product Warranty set forth in the EULA are superseded if the Platinum or PlatinumPLUS Maintenance Program apply to you. Support is provided for the particular Products or Services according to the applicable Maintenance Program as set forth in the Quotation.
13. You agree to provide remote access via the Central Management system we install as part of this Product. If you do not agree, we will increase your annual maintenance agreement cost by 10%.
14. During the Warranty Period, we will respond your questions and aid you in the support of your Product as stated in the applicable Maintenance Program. If you need additional installation services for expansion of your system or reinstallation of systems because of your hardware failures or related issues, our Professional Services Implementation Consultants will be available to help you for a fixed rate via telephone or on-site as defined in the price schedule set out in the quotation or RFP response.
15. We support only the then-current release of the given Software and the most recent previous release. We will provide notice of available Software updates, which you may download at your convenience and install on your systems according to your timetable for as long as you are covered under the Product Warranty or Maintenance Program. In order to know about these updates, you must subscribe to our customer forum or Twitter feed.
16. When you update the software, we will answer your questions for these processes and help you to understand how to perform your upgrades. If you wish to have us perform your upgrades, we will provide options for acquiring those services from our Professional Services group.
17. We will use skilled professionals in our training that will help to use your system effectively, plan a seamless implementation experience and obtain maximum value for your investment. We will minimize disruption to your current services and we will work in a professional manner that assures continued good public service and convenience for your staff. Upon

successful completion of implementation and your total satisfaction, we will ask that you serve as a reference for us to other libraries that are considering similar purchases.

18. You agree to pay us according to the payment terms in the Quotation. If you do not provide timely payment, we will discontinue providing our services and support to you. In the event that you are ever dissatisfied, we ask that you contact us and provide an opportunity to remedy any problems. You may escalate your service request at any time by sending an email to [customersatisfaction@envisionware.com](mailto:customersatisfaction@envisionware.com).
19. You may purchase additional maintenance agreements for future years at a discount if you pay for additional maintenance with your original order. The discounted prices are defined in Exhibit A used to make this purchase. If you do not pay in advance for maintenance, near the end of the warranty period or each successive maintenance renewal period, you will receive an invoice for the annual maintenance agreement. We will provide a separate value for Software and Hardware for Time and Materials and the Gold Support Level so that you can decide to cover your entire system or only Software. If you elect hardware coverage, all items must be covered. Platinum and PlatinumPLUS customers agree to maintenance for all products in use. For all Support Levels, if you retire an item and take it out of service you may contact Maintenance Services to have the item removed from your Maintenance Record. You will not have hardware protection without an agreement, which also means that you will not have access to firmware updates. If you choose not to purchase hardware coverage, the alternative is a time and materials charge plus expenses. When you are covered by hardware maintenance, you have the assurance of prompt remedy, which cannot be provided under the same Service Level Guarantee under a time and materials program. If you fail to pay your maintenance invoice on time, you will receive a 30-day grace period after which your support services and access to downloads will be suspended until payment is received. Maintenance agreements are available under one of four “**Maintenance Programs**” described below. The program you have elected is stated in the applicable Quotation.

A. Maintenance Programs

- i) Time and Materials: If you are not covered by a maintenance agreement, when service of any kind is required you may contact support during Standard Support Hours (as defined below). A support technician will forward terms for time and materials for your acceptance. Upon acceptance of the terms the technician will provide the requested services at our then-current hourly rates for customers that are not under a maintenance agreement. There is a minimum charge of one hour per incident. All hardware, labor and travel expenses will be invoiced. Software patches and new versions of licensed Software are not included. If a Software or firmware update is required, you will have the option to catch up on lapsed maintenance (see Section 20 below) or pay for a new license, whichever is lower in cost.
- ii) ~~Gold Level Support: Services available via the EnvisionWare Customer Center portal and via toll free telephone in North America during Standard Support Hours. Calls are answered within 4 hours during those hours. On-site response is guaranteed for 24 hours after determination that a site visit is required for weekday visits. There is no~~

~~preventative maintenance service included in Gold Level support. Software patches and new versions of licensed Software are available.~~

- iii) Platinum Level Support: Services available via the EnvisionWare Customer Center portal and via toll free telephone in North America 24x7 365 days per year. Our objective is to have calls answered within 2 hours during all times and onsite response generally dispatched within 4 hours of determining that a site visit is required. The maximum interval for onsite arrival is 24 hours after determination that a site visit is required. If a sorter (AMH) or 24-Hour Library is purchased, a preventative maintenance site visit is performed within 60 days of each annual renewal. The preventative maintenance service includes proactive replacement of parts, cleaning, system updates and performance testing and certification. Continual, consecutive Platinum Level Support renewals assure a long life for Products covered by preventative maintenance. The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years. Software patches and new versions of licensed Software are available. Platinum Level Support requires coverage of all items purchased from EnvisionWare that remain in use by you
- iv) PlatinumPLUS Level Support: ~~Services available from a dedicated field technician via the EnvisionWare Customer Center portal and via a dedicated telephone number. Calls are answered within 1 hour during all times. Our objective is to have onsite response dispatched within 2 hours of determining that a site visit is required. Our objective is to have the maximum interval for onsite arrival be 6 hours after determination that a site visit is required. Preventative maintenance is continual and performed monthly. The preventative maintenance service includes proactive replacement of parts, cleaning, system updates and performance testing and certification. Continual, consecutive PlatinumPLUS renewals assures a long life for products covered by preventative maintenance. The lifetime coverage limit is must be specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years. Software patches and new versions of licensed Software are available and applied by the dedicated technician. The dedicated technician provides ongoing training and orientation for new staff. Spare parts are stocked locally. You must provide network access, locked storage and facility and computer access to facilitate proactive delivery of services. PlatinumPLUS customers have a direct escalation path to the Director of Support. PlatinumPLUS Level Support requires coverage of all items purchased from EnvisionWare that remain in use by you.~~
- B. **“Standard Support Hours”** are 8:30 a.m. to 7:00 p.m. Eastern US Time, Monday through Friday, excluding U.S. federal holidays. Our goal for customers under a maintenance agreement is to answer 90% of all incoming support calls with a live technician, to respond to all inquiries within two hours, and to attempt to remedy any major outage within 48 hours.
- C. Should we fail to achieve the applicable performance objective for the Platinum or PlatinumPLUS Level Maintenance Programs measured as an average of all failures over a calendar quarter not meeting the applicable objective of all incidents and if you have notified your dedicated EnvisionWare technician or our Director of Support via email (with

appropriate details of the case number and the failure) no later than thirty (30) calendar days from the end of the calendar quarter in which failure occurred, we will credit the next invoice to you in the amount of one month of maintenance as prorated for that item being serviced. The measurements will reset each calendar quarter.

D. A failure to achieve a service objective shall not be a breach of the maintenance agreement or give rise to a credit if and to the extent that failure to achieve a service objective was primarily caused by any one or more of the following:

i) Prioritization of tasks or reduction of resources requested by you in writing with the written understanding by the parties that we will be excused by any resulting service level impact;

ii) Occurrence of a Force Majeure event (as defined herein);

iii) Any breach, failure to perform an agreed upon responsibility, user error or other act or omission of you or your customers, third party contractors or agents that materially prevents us from achieving the applicable service level; or,

iv) Problems originating from your facility, network, hardware, software, hosting or storage provider, server or other provider, that are outside the scope of our services.

E. Force Majeure Events. Except for payment obligations by you, neither party shall be held responsible for any delay or failure in performance of any obligation under this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (each, a “**Force Majeure**” event). If any Force Majeure event occurs, the party delayed or unable to perform (“**Delayed Party**”) shall give immediate notice to the other party (“**Affected Party**”), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure event, provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

## 20. Re-establishing Maintenance After a Lapse:

A. If your budget or other reason prevents you from acquiring maintenance or local ordinance prevents an annual agreement in advance of a fiscal period, your system will not be disabled by expiration of the maintenance agreement, but, as of the date of expiration, you will not have further access to updates, upgrades or technical support.

B. If you later choose to resume maintenance, you will be charged as follows:

i) The full amount of the next twelve (12) months of maintenance; and.

- ii) Any time and costs for updating Hardware or Software or for on-site visits; and,
  - iii) A catch-up fee as follows:
    - (1) for Software maintenance: 50% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis) or
    - (2) for Hardware maintenance: 100% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis), subject to the availability of support for the Hardware you have at the time of re-establishing maintenance.
- C. The amounts above cover the continuing development and evolution of the system during your lapsed period. The fact that you did not avail yourself of telephone or other support services during the period the Produce was covered by maintenance is no cause for adjustment. If you have replaced Hardware that is no longer supported by us, in order to be eligible for re-establishment of maintenance on the Hardware you will need to purchase new Hardware from us. As part of re-establishing maintenance we will provide you with the updates to the Software
- D. Re-establishment of lapsed maintenance is permitted only once.
21. All notices required to be given pursuant to this Agreement shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving party at the address stated on the first page of this Agreement to the contact information set forth below. Each party will provide written notice to the other party in the event of a change in the contact information below. Notice shall be deemed given (i) on the date when sent by fax to the fax number specified below, (ii) on the date when delivered by hand to the address specified below, (iii) three (3) days after mailing by certified first class mail, (iv) one (1) day after delivering to a recognized overnight delivery carrier, or (v) on the date when sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.
22. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and cancels, terminates, and supersedes all prior written and oral understandings, sales and promotional materials, agreements, proposals, promises and representations of the parties or any other person with respect to any subject matter contained herein. No representation or promise hereafter made with respect to the subject matter of this Agreement, nor any modification or amendment of this Agreement, shall be binding unless in writing and signed by the parties. The provisions of these Terms and Conditions shall control in the event of any conflict with any provisions in the EULA in Exhibit B.
23. Professional Services. Upon request and agreement between the parties, we shall provide you with professional consulting or training services (“**Professional Services**”) according to the applicable Professional Services Statement of Work (“**SOW**”, a sample of which is attached hereto as Exhibit D). The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of any or all of the following: (a) assistance with Software or Hardware installation, deployment, and usage; (b) training in use of the Software or

Hardware; and, (c) delivery of additional related Software or code proprietary to us. You shall have a limited license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services (“**Deliverables**”) solely in connection with your permitted use of the Software, subject to all the same terms and conditions herein as apply to your Software license, and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before we will commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Quotation. You agree to reimburse us for reasonable travel and lodging expenses as incurred.

24. The EnvisionWare One Year 100% Money Back Hardware and Software Performance Guarantee is set forth in the attached Exhibit E.
25. Section 15 of the EULA is hereby amended as follows: Delete “the State of Georgia” and insert “the state of the customer’s principle business address on page 1.” The remainder of the sentence is as in the original. This Agreement shall be governed by the laws of the state in which you maintain your main office.
26. Section 8A of the EULA (Indemnification), first sentence, is hereby amended as follows: Delete the first appearance of “claims” and insert “actions, suits, proceedings, claims, losses, liabilities, damages, and expenses (including attorneys’ and experts’ fees and sums reasonably expended in investigation and settlement of litigation, pending or threatened)”. The remainder of the sentence is as in the original.
27. Section 9, Subsections A and B, of the EULA (Disclaimer of and Limitations on Damages), is hereby amended to read as follows: “...(A) FOR ANY SOFTWARE AND HARDWARE PRODUCTS COVERED UNDER THIS EULA, EXCEED TWO (2) TIMES THE PURCHASE PRICE FOR THE SOFTWARE AND HARDWARE OR (B) FOR ANY SERVICES, EXCEED TWO (2) TIMES THE FEES PAID BY YOU FOR THE SERVICES (EXCLUDING MAINTENANCE AND SUPPORT SERVICES) WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED...”.
28. During the first year of this Agreement and any renewals, we will provide insurance coverage in the amounts and for the types stated in Exhibit “C.”

Exhibits attached:

Exhibit A: Quotation

Exhibit B: EULA

Exhibit C: Insurance Certificate

Exhibit D: Sample Professional Services Statement of Work

Exhibit E: Performance Guarantee

~~Exhibit F: Payment Card Industry Data Security Standard for U.S. Customers~~

*[Remainder of this page intentionally left blank]*

**Exhibit A –  
Quotation(s) (to be attached)**

**ITEMS NOTED IN THE QUOTATION:**

- A reference to this main Agreement stating the Effective Date and agreement number
- Maintenance agreement program level
- Discounted maintenance rates for prepayment of future maintenance
- Rate schedule for Professional Services Implementation Consultants
- Rate schedule for time and materials services

# Quotation

US-29333

04/13/2016



EnvisionWare, Inc.  
2655 Premiere Pkwy  
Suite A  
Duluth, GA 30097-5201  
Toll Free: 800.216.8370  
Voice: +1 678.382.6500

**Bill To**

Rowlett Public Library  
PO Box 99  
Rowlett TX 75030  
United States

**TOTAL**

**\$49,359.71**

Quote Expires: 07/12/2016

<b>Federal EIN</b>	<b>Currency</b>	<b>Terms</b>	<b>Sales Rep</b>	<b>Maintenance Expires</b>
58-2424595	US Dollar	* 5 0 % Dep   B a l - 3 0   Services-Accept	Himes, John	09/30/2016

<b>Quotation Title</b>	<b>Memo</b>
RFID - 100k items, fall16 - RFP - Proline Readers	

Qty	Item / Description	Ship To	Unit Price	Amount
0	<b>020-CONTRACT1</b> <i>*This quotation/order confirmation/invoice is an exhibit of Contract # C010993</i>  <i>*The contract service level is: Platinum</i>  <i>*Quoted rates for Professional Services time for future projects or cost overruns is \$150 per hour for customers under maintenance.</i> <i>*Expense day rates are: \$975 for the first day of any week and \$250 for additional days. These rates may apply to requests for extension of days onsite for any project.</i>	Main		
90,000	<b>RFID-TAG-CU 2X2BL</b> RFID TAG - BOOK/PRINT/CASE - SQUARE - BLANK LABEL - R1 Adhesive, Rolled Out - Antenna: 47x47 mm/1.85x1.85 inches   AL   SLI*x* 1024 bit - Printable Matt paper face - Lifetime Warranty*  <b>** PACKAGE: 4 rolls of 2,000/roll typical **</b>	Main	\$0.127	\$11,430.00
0	<b>Subtotal</b>  Square Tags from bid			\$11,430.00
1	<b>RFID-GATE 3D-R-U (2-Aisle)</b> TRANSPARENT 3D RFID GATES WITH RADAR PEOPLE COUNTER-2-Aisle (3-Pedestals) - 3D, high accuracy, multi-dimension detection; Transparent Acrylic blends with every decor; auto-tuning; 40-item/second; Visual and Audible alarms plus Ethernet integration to Branch Manager software. Internal radar technology people counter for directional accuracy and auto-gate wake-up. + OPTION: EnvisionWare Branch Manager	Main	\$7,495.00	\$7,495.00



# Quotation

US-29333

04/13/2016



EnvisionWare, Inc.  
2855 Premiere Pkwy  
Suite A  
Duluth, GA 30087-5201  
Toll Free: 800.216.8370  
Voice: +1 678.352.6500

**Bill To**

Rowlett Public Library  
PO Box 99  
Rowlett TX 75030  
United States

**TOTAL**

**\$49,359.71**

Quote Expires: 07/12/2016

<b>Federal EIN</b> 58-2424595	<b>Currency</b> US Dollar	<b>Terms</b> * 50 % Dep   Bal - 30   Services-Accept	<b>Sales Rep</b> Himes, John	<b>Maintenance Expires</b> 09/30/2016
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<b>Quotation Title</b> RFID - 100k items, fall16 - RFP - Proline Readers	<b>Memo</b>
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Qty	Item / Description	Ship To	Unit Price	Amount
0	<b>020-CONTRACT1</b> <i>*This quotation/order confirmation/invoice is an exhibit of Contract # C010993</i>  <i>*The contract service level is: Platinum</i>  <i>*Quoted rates for Professional Services time for future projects or cost overruns is \$150 per hour for customers under maintenance.</i> <i>*Expense day rates are: \$975 for the first day of any week and \$250 for additional days. These rates may apply to requests for extension of days onsite for any project.</i>	Main		
90,000	<b>RFID-TAG-CU 2X2BL</b> RFID TAG - BOOK/PRINT/CASE - SQUARE - BLANK LABEL - R1 Adhesive, Rolled Out - Antenna: 47x47 mm/1.85x1.85 inches   AL   SLI*x* 1024 bit - Printable Matt paper face - Lifetime Warranty*  ** PACKAGE: 4 rolls of 2,000/roll typical **	Main	\$0.127	\$11,430.00
0	<b>Subtotal</b>  Square Tags from bid			\$11,430.00
1	<b>RFID-GATE 3D-R-U (2-Aisle)</b> TRANSPARENT 3D RFID GATES WITH RADAR PEOPLE COUNTER-2-Aisle (3-Pedestals) - 3D, high accuracy, multi-dimension detection; Transparent Acrylic blends with every decor; auto-tuning; 40-item/second; Visual and Audible alarms plus Ethernet integration to Branch Manager software. Internal radar technology people counter for directional accuracy and auto-gate wake-up. + OPTION: EnvisionWare Branch Manager	Main	\$7,495.00	\$7,495.00



## Quotation

US-29333

04/13/2016



Qty	Item / Description	Ship To	Unit Price	Amount
1	<b>EBM-SLE SW</b> <i>ENVISIONWARE BRANCH MANAGER (EBM) - SMALL LIBRARY EDITION - Gate alerts, people counts for gate radar module, email OneStop receipts and more.</i> + REQUIRED: (1) ILS SIP2 Connection	Main	\$750.00	\$750.00
0	<b>Subtotal</b>  <i>Total for dual aisle gates includes People Counters and Gate Alarm Software</i>			\$8,245.00
4	<b>RFID Software Suite</b> <i>ENVISIONWARE RFID SOFTWARE SUITE</i> #ENTER Number of RFID-enabled Staff and Self Service Stations#  <i>The fastest and most comprehensive RFID software solution available; provides integration with circulation clients, encoding, and RFID-enabling of ILS-specific self service circulation stations as well as control of the EnvisionWare Media Case Controller Series</i> <i>Included:</i> ** EnvisionWare Conversion and Tag Query for standards-based tag encoding and data validation ** Native integration with Polaris ILS Circulation Client and Polaris Express Check ** Native Integration with III Millcirc and III Express Lane using Item Status API ** Integration with TLC Circulation Client, Amlib, Softlink, Horizon, Symphony, Unicorn, and Evergreen Circulation Client ** EnvisionWare Central Management  ++ RFID Reader Kit sold separately	Main	\$800.00	\$3,200.00
4	<b>RFID-READER-KIT PL DeskPad-U</b> <i>ENVISIONWARE DESKPAD RFID READER KIT</i> <i>INTEGRATED high performance ISO standard RFID Reader/Writer/Pad in acrylic white enclosure. Surface or under-mount.</i> * Dimensions: 14.8" x 10.87" x 1.06" (376 x 276 x 26.8mm) * Output Power: 1W * UNIDIRECTIONAL system detects above the surface of the pad but not to the sides or bottom. Even works on metallic surfaces. * Universal Power supply, 6ft shielded USB Cable, high quality ferrites and installation accessories ++ Requires EnvisionWare RFID Software Suite  ** DELIVERY: June **	Main	\$495.00	\$1,980.00
0	<b>Subtotal</b>  <i>2 staff stations and 2 tech services station as outlined in bid</i>			\$5,180.00



US-29333



EnvisionWare, Inc.  
2855 Premiere Pkwy  
Suite A  
Duluth, GA 30097-5201  
Toll Free: 800.216.8370  
Voice: +1 678.382.6500

Quotation  
US-29333  
04/13/2016

Qty	Item / Description	Ship To	Unit Price	Amount
2	<b>X-SSC-X1CRS#-U</b> X1 COUNTERTOP: CUSTOMIZABLE SELF-SERVICE STATION - RFID WITH SOFTWARE RFID/Barcode system with OneStop Self Service Software and the RFID Software Suite Standard color: All White (Specify alternate colors on color selection grid) 1D/2D Barcode   19" Touch Display   Windows 8E 33.5W x 22H x 22.5D inches (850x559x571mm) 1 Year Parts & Labor   7-10 Year Lifetime Terms 50/50 for Custom Color Orders   Delivery: 60 Days After Receipt of Deposit   Freight not Included	Main	\$7,095.00	\$14,190.00
2	<b>X-SSC-X1OBR COL04-U</b> <b>X1 Detection Technology and Surface:</b> <b>Barcode - Solid Black</b> #4: Detection Surface Color	Main	\$0.00	\$0.00
2	<b>X-SSC-X1OBR COL05-U</b> <b>X1 Screen Bezel Color: Black - BK62</b> #5: Screen Bezel Color	Main	\$0.00	\$0.00
2	<b>X-SSC-X1OBR COL06-U</b> <b>X1 Color: Black - BK62</b> #6: Body Color	Main	\$0.00	\$0.00
2	<b>SSC-EMC2-V2 OT-U</b> ENVISIONWARE MEDIA CASE CONTROLLER - VERSION 2 FOR ONETIME CASES RFID-Enabled Media Case Management of ClearVu Media Cases. * Compatible with the following ClearVu OneTime case models: -- OTCD-1C CD Case Single, Clear -- OTCD-2C CD Case Dual, Clear -- OTDVD-1B/C Single DVD Case, Black/Clear -- OTDVD-2B/C Dual DVD Case, Black/Clear -- OTDVD-4B/C Quad DVD Case, Black/Clear -- OTDVD-6B/C 6 Pack DVD Case, Black/Clear -- OTFM One Time Flash Media -- OTDVD-BR One Time Blu Ray Supports Playaway cases with OneTime locks.  ++ Requires OneStop and RFID Software Suite - or - RFID Software Suite and Ill Express Lane or Polaris ExpressCheck with an existing RFID 1-Pad or RFID-READER-KIT-USB-U Inventory (or Feig MR102) with Unidirectional Pad or Shielded Antenna . -- Not compatible with RFID-READER-U Reader 1W Silver (or Feig MR101) ++ Requires (1) USB Port	Main	\$1,500.00	\$3,000.00
0	<b>Subtotal</b>			\$17,190.00

(2) Kiosk units with DVD Case Unlocks



## Quotation

US-29333

04/13/2016



Qty	Item / Description	Ship To	Unit Price	Amount
1	<b>RFID-RENTAL-U Portable Conversion Cart (*Standard)</b> RENTAL FEE - ENVISIONWARE PORTABLE CONVERSION CART Temporary use of EnvisionWare's Portable Conversion Cart for RFID for 3 months. Placing an order for rental means that you have read and understand the Rental Terms and Conditions found here: <a href="http://system.envisionware.com/site/Rental_Terms.html">http://system.envisionware.com/site/Rental_Terms.html</a>  Please send an email to <a href="mailto:operations-us@envisionware.com">operations-us@envisionware.com</a> to confirm your acceptance of the rental equipment terms and conditions.	Main	\$1,500.00	\$1,500.00
0	<b>Subtotal</b>  Tagging Rental Cart. Base item covers 3 months			\$1,500.00
1	<b>PS-PM-BLDG</b> ENVISIONWARE COLLABORATIVE PROJECT SERVICES -- PER BUILDING An EnvisionWare Implementation Consultant will collaborate with you and your team on the development of a strategy that ensures optimal use of your EnvisionWare technology investment.  RFID Tag Encoding and Training Project.  ** A Statement of Work (SOW) will be developed collaboratively which defines the responsibilities of EnvisionWare and your staff and which establishes the criteria that define your acceptance of the solution.  ** The Implementation Consultant will provide training as defined in your Statement of Work (SOW).  ++ This price does not include any of the fixed travel costs (Continental US) or billed expenses (Outside USA) items when onsite services are requested.		\$1,000.00	\$1,000.00
1	<b>PS-EXPFF-U 1st Day</b> ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.		\$975.00	\$975.00
0	<b>SUBTOTAL Services</b>  SUBTOTAL for EnvisionWare Professional Services - Trip #1 for RFID Tag Encoding Training and equipment setup.			\$1,975.00



US-29333

# Quotation

US-29333

04/13/2016



Qty	Item / Description	Ship To	Unit Price	Amount
1	<b>PS-PM-BLDG</b> ENVISIONWARE COLLABORATIVE PROJECT SERVICES -- PER BUILDING <i>* Includes installation of all products ordered or guidance to install items as part of a single project/trip on a per building basis. EnvisionWare generally installs management or host components and trains customers in the deployment of Client modules.                      * A Statement of Work (SOW) will be developed collaboratively which defines the responsibilities of EnvisionWare and your staff and includes consulting services, planning, installation, training and acceptance criteria.</i>  ++ This price does not include any of the fixed travel costs (Continental US) or billed expenses (Outside USA) items when onsite services are requested.		\$1,000.00	\$1,000.00
1	<b>PS-EXPFF-U 1st Day</b> ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.		\$975.00	\$975.00
2	<b>PS-EXPFF-U Additional Day</b> ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - Additional Days After First. Maximum (4) additional days before an additional First day is required.		\$250.00	\$500.00
0	<b>SUBTOTAL Services</b>  SUBTOTAL for EnvisionWare Professional Services  This will be Trip #2 and includes installation of all Gates, Staff Stations, Self-Service Circulation units, and training.			\$2,475.00
0	<b>Discount: *EnvisionWare Products or Services</b> DISCOUNT for EnvisionWare Products or Services  Due to Freight changing			(\$43.81)
0	<b>Description</b> Additional Years Maintenance PAID with order will receive a 10% discount per year.	Main		



US-29333

# Quotation

US-29333

04/13/2016



EnvisionWare, Inc.  
2855 Premiere Pkwy  
Suite A  
Duluth, GA 30097-5201  
Toll Free: 800.216.8370  
Voice: +1 678.382.6500

Freight charges are estimated.

Send your purchase order or email confirmation to:

EMAIL: [orders@envisionware.com](mailto:orders@envisionware.com) | FAX: +1 678.382.6501

Subtotal	\$47,951.19
Freight	\$1,408.52
Total Tax	\$0.00
<b>Total</b>	<b>\$49,359.71</b>
Lease Price	\$0.00
Lease Term	



US-29333

**Exhibit B –**

**EnvisionWare, Inc. End User License Agreement and Limited Warranty**

**ENVISIONWARE, INC.****END USER LICENSE AGREEMENT AND LIMITED WARRANTY (“EULA”)**

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. ENVISIONWARE, INC. (“ENVISIONWARE”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE ORGANIZATION, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERRED TO AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS EULA.

UPON AND AS OF THE DATE ENVISIONWARE SENDS AN EMAIL TO YOU (THE “EFFECTIVE DATE”) ISSUING CREDENTIALS TO LOG INTO ENVISIONWARE’S WEBSITE FROM WHERE THE SOFTWARE MAY BE DOWNLOADED, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ATTEMPT TO DOWNLOAD OR INSTALL THE SOFTWARE, OR, IF INSTALLED, MAKE NO FURTHER USE OF THE SOFTWARE, AND NOTIFY IN WRITING ENVISIONWARE OR THE RESELLER FROM WHOM IT WAS ACQUIRED WITHIN THIRTY (30) DAYS OF PURCHASE, AND THE PURCHASE PRICE WILL BE REFUNDED.

**1. License:** The software and documentation (collectively the “Software”) are owned by and are the property of EnvisionWare or its licensors and are protected by copyright and other intellectual property laws. Some licensors may be express or intended beneficiaries of this EULA. Subject to all of the terms and conditions of this Agreement, EnvisionWare grants you a limited, non-exclusive, worldwide, non-transferable, non-sublicensable license to use the Software for which you have been issued a Product Key by EnvisionWare or an authorized distributor or reseller, but only in accordance with (i) the documentation, (ii) the restrictions contained herein and any restrictions on the applicable invoice, and (iii) the number of authorized users. Portions of some Software modules are licensed from Artifex Software, Inc. Portions of some modules may contain MySQL connector (pursuant to the GNU GPL v2 license at <http://www.gnu.org/licenses/gpl-2.0.html>). Portions of some modules may contain the MS access driver, licensed from Microsoft Corporation. Portions of some modules may be licensed under the Microsoft Reciprocal License (MS-RL) <http://opensource.org/licenses/ms-rl>. Portions of some Software modules are licensed under the Apache License, Version 2.0; you may not use these files except in compliance with the Apache License. You may obtain a copy of the Apache License at <http://www.apache.org/licenses/LICENSE-2.0>. Unless required by applicable law or agreed to in writing, software distributed under the Apache License is distributed on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the Apache License for the specific language governing permissions and limitations under the Apache License. Portions of some Software modules are licensed under the MIT Expat License. This EULA also incorporates the terms of the Verifone Pass Through Terms of Use attached hereto. This EULA governs any releases, revisions, or enhancements to the Software that EnvisionWare may furnish to you. Your rights and obligations with respect to the use of this Software are as follows:

**A. You may:**

- i. use the Software on the quantity and type of computers indicated on EnvisionWare invoice. You may make that number of copies of the Software licensed to you by EnvisionWare.
- ii. make one copy of the Software for archival purposes, or copy the Software onto the hard disk of your computer and retain the original for archival purposes;
- iii. use the Software on a network, provided that you have a licensed copy of the Software for each computer that can access the Software over that network;
- iv. make printed copies of electronic documentation for your internal use.

**B. You may not:**

- i. transfer, assign, convey, sublicense, rent or lease the Software (or any portion thereof) to another person or entity or unlicensed division, subsidiary, or affiliate (or to anyone other than the entity named as licensee as appearing on the software splash screen), and any transfer in violation hereof shall be of no power or effect;
- ii. distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement;
- iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover, modify or use the

source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or create derivative works from the Software (any such modifications shall automatically be owned by EnvisionWare upon creation);

iv. utilize any equipment, device, software, or other means designed to circumvent or remove any form of product key or copy protection used by EnvisionWare in connection with the Software, or use the Software together with any authorization code, product key, serial number, or other copy protection device not supplied by EnvisionWare or through an authorized distributor or reseller;

v. use the Software to develop or facilitate development of a product which is competitive with any EnvisionWare product offerings

vi. post or otherwise publish electronic documentation of the Software for access outside the licensed organization;

vii. use a previous version or copy of the Software after you have installed a replacement set or an upgraded version and, upon upgrading the Software, all copies of the prior version must be uninstalled or rendered unusable;

viii. use a later version of the Software than is provided in the email with the login credentials except as provided under the Software Product Warranty, unless you have purchased maintenance and update service or have otherwise separately acquired the right to use such later version;

ix. remove any product identification, proprietary, copyright or other notices contained in the Software;

x. provide any product key or login information to a third party; or

xi. use the Software or product keys in any manner not expressly authorized by this EULA.

**2. Thirty Day Money Back Guarantee:** If you are the original licensee of the Software and are dissatisfied with it for any reason, and if at any time during the thirty (30) day period following the Effective Date you email EnvisionWare confirming your complete removal and deletion of the complete product and provide a signed statement to EnvisionWare attesting to removal of all software components, then EnvisionWare will provide a full refund, subject to the provisions of the Hardware Return Policy below.

**3. Hardware Return Policy:** Custom printed RFID tags, manufactured, built-to-order or custom-configured Hardware, such as but not limited to, kiosks or sorters, may not be returned or canceled for any reason. Custom items include any item listed in an EnvisionWare quotation, product description or order form as being a custom item, or any item which is modified by EnvisionWare after installation. Standard Hardware products may be accepted for return within ninety (90) days of the date of invoice subject to advance, written approval expressed in the form of an EnvisionWare Return Merchandise Authorization ("RMA"). EnvisionWare, at its sole discretion, may grant the right to return standard Hardware products during this return period. Any such returns are subject to a 20% restocking fee unless EnvisionWare determines that the cause of the return is a result of an error on the part of EnvisionWare, in which case EnvisionWare may waive all or part of the restocking fee. No Hardware product will be accepted for return for ANY reason without a Return Merchandise Authorization issued by EnvisionWare. The RMA number must be clearly displayed on any packaging shipped to EnvisionWare. Products returned without an RMA number on the package will be refused. Any return for any reason, whether for an authorized RMA or for warranty support must be shipped to EnvisionWare freight prepaid. Equipment serviced under warranty will be returned freight prepaid.

#### **4. Limited Warranty:**

**A. Software Product Warranty:** EnvisionWare warrants that the Software as distributed operate in substantial conformity with the documentation (the "Software Product Warranty") for a period of one (1) year from the delivery of the Software to you (the "Software Warranty Period"). This is the sole warranty EnvisionWare provides for all Software supplied by EnvisionWare, unless specifically stated otherwise in EnvisionWare's quotation. EnvisionWare does not warrant that your use of the Software will be uninterrupted or error-free. EnvisionWare's sole liability (and your sole remedy) in the event of a breach of this Product Warranty will be that EnvisionWare will, in EnvisionWare's sole discretion, (A) use commercially reasonable efforts to provide you with an error correction or a work-around which corrects the reported non-conformity or (B) if EnvisionWare determines such remedies to be impracticable within a reasonable period of time, refund the money you paid for the Software being returned. EnvisionWare does not warrant that the Software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. EnvisionWare provides Software product

support through the reseller from whom you purchased the Software or directly from EnvisionWare for a period of twelve (12) months from date of delivery of the Software.

**B. Hardware Product Warranty:** EnvisionWare warrants that EnvisionWare-branded hardware as distributed will be free from material defects (the "Hardware Product Warranty") for a period of one (1) year from the date of delivery of the EnvisionWare-brand hardware to you (the "Hardware Warranty Period"). Other Hardware components supplied to you by EnvisionWare that are not manufactured or branded by EnvisionWare are covered by the warranties provided by the product manufacturer. EnvisionWare shall have no obligation with respect to a warranty claim unless notified of such claim within the applicable Software or Hardware Warranty Period. The term "delivery" in this Section 4 means, with respect to Software, the date of invoice, and, with respect to Hardware, "delivery" means the date that the Hardware is delivered to your facility.

**C. Exclusions:** The above warranties shall not apply: (i) if the Software or Hardware is used with hardware or software not specified in the documentation; (ii) if any modifications are made to the Software or Hardware by you or any third party; (iii) to defects in the Software or Hardware that are due to accident, abuse or improper use by you or your contractors; or (iv) to any evaluation version or other Software or Hardware provided on a no-charge or evaluation basis.

**D. THE ABOVE SOFTWARE PRODUCT WARRANTY AND HARDWARE PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. THE SOFTWARE PRODUCT WARRANTY AND THE HARDWARE PRODUCT WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

**E.** EnvisionWare uses virus protection scanning software to scan the Software prior to installation and to the best of EnvisionWare's knowledge as of the installation date, the Software, when installed, does not contain or otherwise introduce any computer virus or any harmful or destructive code which could damage or harm your computers; however, EnvisionWare cannot guarantee that benign or harmful viruses or other malware will not enter your computers or systems.

#### **5. Personal Information:**

**A.** In the event that your (or your users') use of the Software currently or in the future involves the transmitting, uploading, downloading, storage, management, manipulation or other use of personal information (as defined by the Gramm-Leach-Bliley Act, Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information, such information referred to herein as "Personal Information"), you agree to the following provisions:

i. You shall maintain as confidential any Personal Information.

ii. You covenant that you have, as of the Effective Date become and currently are PCI and HIPAA (as applicable) compliant and shall maintain compliance and/or certification under the PCI (Payment Card Industry), PCI-DSS, HIPAA and other relevant and applicable standards relating to electronic transaction processing and personal healthcare information existing as of the Effective Date and as promulgated thereafter.

iii. If you are de-certified, have your compliance proof expire or are threatened with de-certification, you shall notify EnvisionWare in writing within ten (10) days of such de-certification or threat thereof.

**B.** EnvisionWare shall use commercially reasonable efforts to maintain all of your Personal Information confidential, but EnvisionWare is not liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by you, your users, or third parties.

**C.** The obligations of the parties under this Section 5 shall survive any expiration or termination of this EULA.

#### **6. Data:**

**A. CUSTOMER DATA.** In connection with the Software and any related hardware or services provided by EnvisionWare, EnvisionWare may collect and maintain data and information provided by you, your patrons and users (collectively, "Customer Data"). As between EnvisionWare and you, all Customer Data shall be and remain owned by you and be your property. EnvisionWare shall maintain the aspects of all Customer Data identify an individual as confidential. All third parties authorized by EnvisionWare which may have access to the Customer

Data shall be under obligations of confidentiality to maintain the Customer Data as confidential.

B. USE OF CUSTOMER DATA. EnvisionWare shall have the right to use Customer Data in connection with EnvisionWare's business, provided that such data shall be anonymized or aggregated such that Personal Information has been de-identified so that one could not link anonymized information back to a specific individual ("Anonymized Data"). All such Anonymized Data shall be the sole property of EnvisionWare. EnvisionWare may use, disseminate, share, or transfer the Anonymized Data or any portion thereof in any way EnvisionWare chooses.

C. ENVISIONWARE DATA. EnvisionWare may also collect data and information in connection with the service that EnvisionWare provides generally (but not including Customer Data) through its services ("EnvisionWare Data"). You acknowledge and consent that the Software may communicate (e.g., via an outbound or inbound call using SSL) with EnvisionWare's servers (which may be hosted by a third party service provider) and support personnel, or vice versa, to communicate diagnostic, event logs, support, licensing, compliance, and other information (which is included in the definition of EnvisionWare Data). Some communication may be done automatically by the Software without your needing to be involved, other communication may be at your initiation (e.g., uploading logs) or initiated by EnvisionWare. All such EnvisionWare Data shall be the sole property of EnvisionWare.

**7. Confidential Information:** Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by EnvisionWare (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of EnvisionWare without any marking or further designation except as such disclosure is required by FOIA requirements. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. In order for any information to be considered Confidential Information under this EULA, the Disclosing Party must label such information in writing as "Confidential" prior to or contemporaneous with disclosure to the Receiving Party. The obligations under this Section 7 shall, with respect to Confidential Information, continue for a period of two (2) years after disclosure and, with respect to any information considered by and treated as a trade secret by the Disclosing Party, continue until the trade secret status has been lost.

#### **8. Indemnification:**

A. Infringement. Subject to your compliance with the terms of this EULA, EnvisionWare shall indemnify and hold harmless you and your officers, directors, employees and agents from and against all claims, arising out of any claim by a third party to the extent such claim alleges that the Software (in each case as provided by EnvisionWare) infringes any copyright, U.S. patent right, trade secret right, or other intellectual property right provided, however, that you must comply with the following terms: EnvisionWare must have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for EnvisionWare to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation by you. In the event that the Software is, or in EnvisionWare's sole opinion is likely to be, enjoined or subject to a claim due to the type of infringement described in this Section 8, EnvisionWare, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for your continued use of the Software, or, if the foregoing alternatives are not reasonably available to EnvisionWare (c) terminate this Agreement and refund a pro rata amount, as determined by EnvisionWare, of the purchase price of the Software and Hardware. Notwithstanding the above, EnvisionWare shall have no liability for any infringement claim which: (i) pertains to any Software that has been altered or modified without EnvisionWare's prior written approval; (ii) is based on use

of the Software in conjunction with any item not provided by EnvisionWare, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by EnvisionWare; (iii) pertains to any unauthorized use of the Software; (iv) pertains to an unsupported release of the Software; or, (v) pertains to any Open Source Software or other third party code provided with the Software. THIS SECTION 8 SETS FORTH ENVISIONWARE'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

B. EnvisionWare shall indemnify, defend and hold you harmless from any losses (including, but not limited to, damage awards, reasonable attorneys' fees and costs, cost of notification, remediation, and penalties) you incur due to any claim or action directly resulting from any Data Breach of your (or your patrons') Personal Information to the extent that such losses are due to the direct act or omission of EnvisionWare or its representatives, agents or contractors.

C. This Section 8 shall survive any expiration or termination of this EULA.

**9. Disclaimer of and Limitations on Damages:** SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE LIMITATION OR EXCLUSION BELOW MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ENVISIONWARE OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE, EVEN IF ENVISIONWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ENVISIONWARE'S OR ITS LICENSORS' TOTAL LIABILITY (A) FOR ANY PRODUCTS COVERED UNDER THIS EULA, EXCEED THE PURCHASE PRICE FOR THE SOFTWARE AND HARDWARE OR (B) FOR ANY SERVICES, EXCEED THE FEES PAID BY YOU FOR THE SERVICES (EXCLUDING MAINTENANCE AND SUPPORT SERVICES) WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED. The disclaimers and limitations set forth above in this Section 9 will apply regardless of whether or not you accept the Software or Hardware. The parties agree that the limitations specified in this Section 9 will survive any expiration or termination of this EULA and apply even if any limited remedy specified in this EULA is found to have failed of its essential purpose.

**10. U.S. Government Restricted Rights:** RESTRICTED RIGHTS LEGEND. All EnvisionWare products and documentation are commercial in nature. The Software and software documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 27.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, EnvisionWare's computer Software and software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. The manufacturer is EnvisionWare, Inc., 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201.

**11. Export Compliance:** You acknowledge that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not, and shall not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

**12. Third-Party Code:** The Software may contain or be provided with components subject to the terms and conditions of "open source" or freeware software licenses ("Open Source Software"). Licenses for open source are identified in Section 1. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this EULA with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or

reverse engineering.

**13. Professional Services:** Upon request and agreement between the parties, EnvisionWare may provide consulting, training, installation, development, customization, report creation or other services ("Professional Services"). You may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before EnvisionWare shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the invoice. You will reimburse EnvisionWare for reasonable travel and lodging expenses as incurred. EnvisionWare shall be deemed the sole owner of any work product created pursuant to the Professional Services, whether created solely by EnvisionWare or jointly with you or your contractors. Subject to your full payment of any and all fees pursuant to the applicable SOW, EnvisionWare grants to you the limited, nontransferable right to use any deliverables (including any documentation, code, Software, training materials or other work product) (collectively referred to as the "Deliverables") delivered as part of the Professional Services solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including the restrictions set forth in Section 1B), and subject to any additional terms and conditions provided with the Deliverables.

**14. General:** This EULA is the entire agreement between you and EnvisionWare relating to the license and use of the Software and Hardware. This EULA supersedes all prior EnvisionWare end user license agreements for the Software. This EULA may only be modified by a written document which has been signed by both you and an authorized representative of EnvisionWare. EnvisionWare may terminate this EULA upon your breach of any term contained herein. Upon termination, you shall cease use of, uninstall or render inoperable, and delete destroy all copies of the Software. The disclaimers of warranties and damages and limitations on liability shall survive termination. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this EULA, and any such document relating to this EULA shall be for administrative purposes only and shall have no legal effect. The parties to this EULA are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**15. Governing Law; Jurisdiction and Venue:** This Agreement shall be governed by the laws of the State of Georgia and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

**16. Software Escrow:** At your request, EnvisionWare is willing to set up and maintain the Software with EnvisionWare's independent U.S. escrow agent and make ongoing escrow deposits for significant updates. You would be responsible for additional fees for this service. Please contact EnvisionWare to for more information and pricing.

**17. Purchase in Australia:** If you purchase Software, Hardware or services from EnvisionWare Pty Ltd or its partners, the laws of South Australia, Australia govern all warranty and service claims. EnvisionWare Pty Ltd is authorized to convey and effect all of the rights expressed in this EULA for its direct and indirect customers.

**18. Contact Us:** Should you have any questions concerning this EULA, or if you desire to contact EnvisionWare for any reason, please email [info@envisionware.com](mailto:info@envisionware.com) or write to: EnvisionWare, Inc., 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201 USA, unless you purchase from an Asia Pacific country in which case, please write EnvisionWare Pty Ltd, 10 George Street, Stepney, SA 5069 Australia.

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**Exhibit C –  
Insurance Certificate**



**Exhibit D –****Professional Services Statement of Work (“SOW”)  
SAMPLE**

NOTE: An actual Scope of Work will be created during project planning. The SOW is generally created after introductory meetings and in some cases after some introductory training. The SOW defines your goals, the deliverables and the measurements that define completion.

**Project Scope:**

The objective of this project is to deliver, configure (to specifications) and install an EnvisionWare \_\_\_\_\_ software/hardware solution in order to \_\_\_\_\_

To meet this objective your EnvisionWare Professional Services Implementation Consultant will work with you during the planning phase of the project to understand your product needs and your desired patron and staff experience.

**Services Provided:**

1. Installation of Product(s)
2. Training
3. Post-Installation Follow-Up
4. Transition to Support

**Project Milestones:**

1. Completion of Installation Phase
2. Completion of Post-Installation Phase
  - a. Project Sign-Off
  - b. Transition to Support

**Product Scope:**

This project will consist of the following \_\_\_\_\_ solution.

- 1.
- 2.

**EnvisionWare Responsibilities:**

1. Ensure the Library is Prepared for the Onsite Installation
2. Training
3. Constant Follow-up and Update Provided to the Customer

**Customer Responsibilities:**

1. Network Management
  - a. Static IP address for \_\_\_\_\_
  - b. \_\_\_\_\_
2. Power Outlets and Ethernet connections \_\_\_\_\_

## Acceptance Testing and Criteria

1. Acceptance Criteria: Acceptance tests shall be conducted at your site or sites and on your equipment to ensure that the Product (i) performs according to the Specifications without material error and (ii) can be effectively utilized in your operating environment. The following are defined as the “**Acceptance Criteria**”:

A. Item	Test	Pass
B. Item	Test	Pass

2. Project Acceptance: When all individual acceptance tests pass for all items on a Sales Order Confirmation the Customer is required to acknowledge the Project Acceptance via electronic submission. Submission is an indication that the mutually defined tests pass for all installed devices and software listed on the Sales Order Confirmation.

**Submitting Project Acceptance activates support services and provides all support assistance in accordance with the Maintenance Program Agreement applicable to your account.** Support is unable to assist a customer until Project Acceptance is submitted

NOTE: Acceptance indicates that all tests are completed and the Customer’s access to Support is activated. It does not necessarily mean that there are no outstanding or follow-up issues. In some situations a Support Case may be opened to resolve an issue via the standard support channel. Some Cases may represent enhancement requests and others defects, which do not prevent the live use of the system.

After Acceptance the Support Center will copy your Implementation Consultant on all communications for a period of two (2) weeks. Support has access to all documentation created during your project and is proficient in assisting customers in real time with critical and non-critical support concerns. The Support Center has emergency access to a Consultant during the transition period. Consultants are engaged in scheduled projects following the date scheduled for acceptance testing and are generally not available during business hours.

**Exhibit E –  
Performance Guarantee**

EnvisionWare One Year 100% Money Back Hardware and Software Performance Guarantee

1. For one (1) year from date of installation, EnvisionWare provides a money back performance guarantee as described herein for hardware and software components (together, “**Components**”) delivered as part of a turnkey RFID Product consisting of EnvisionWare products, services and supplies (the “**Performance Guarantee**”). EnvisionWare will refund to you 100% of the Component prices you have paid EnvisionWare if within the first year after the date of installation the hardware or software system does not perform according to the component performance criteria provided as part of a Quotation and confirmed and finalized as part of the Statement of Work (the “**Performance Criteria**”) and we fail to timely address any performance problems of which you advise us via a case filed and managed in the EnvisionWare Customer Center.
2. At the time of installation, an EnvisionWare consultant will perform a series of acceptance tests, which you will certify when successfully completed, demonstrating that the system and all of its Components perform according to the Performance Criteria. The acceptance tests are developed in advance of implementation and agreed upon as part of accepting the Statement of Work. When you sign for acceptance, you are confirming that the system performs according to the Performance Criteria. Your acceptance is your confirmation of final payment due by you.
3. The Performance Guarantee described herein is in consideration of a customer environment that is maintained in accordance with common and reasonable standards established for the installation including distance restrictions between equipment, interference devices, and other specifications that must be met in order for the system to remain at the proper performance level. When a customer moves equipment or otherwise compromises the performance of a system due to component relocation either of those items installed by EnvisionWare or those items adjacent to installed components that are moved into a sphere that causes interference, the above Performance Guarantee and our warranty do not apply to a system maintained for that location. The customer is responsible for restoring the environment and for any costs incurred by EnvisionWare as a result of providing on-site or other service for environmental changes implemented by the customer. Upon a remedy of this situation and appropriate remuneration for the costs of on-site services, the remaining warranty period (if any) will be resumed. The Performance Guarantee will not be extended during this time.
4. The Performance Guarantee shall not apply to any systems, or Components thereof which do not meet the Performance Criteria due to intentional or unintentional damage or misuse caused by you or your patrons, contractors, facilities, installation or environment, or caused by lightning, flooding, hurricanes, earthquakes or other natural causes, acts of God, acts of war or terrorism, power surges, brownouts, blackouts, other power interruptions, or the like, or used in a manner inconsistent with the intended use of the Components.
5. Should any Component fail during the Warranty Period set forth in the EULA in Exhibit B, EnvisionWare will, at its option, repair or replace the Component. Should the performance of any Component be compromised for the same failure more than three times in the first year after

installation, EnvisionWare will replace the Component with an item of equal value and performance. Where style is considered, such as for RFID gates or kiosks, a replacement will be provided that complements the style of the existing Component as closely as is reasonably possible. Upon completion of this remedy, you will sign a service order acceptance confirming that the repaired or replaced Component is in conformance with the Performance Criteria originally used for the initial installation acceptance. This Section 5 shall control in the event of any conflict with any similar provision in the EULA.

6. If the replacement Component fails to perform according to the Performance Criteria, at that time you may request a return of the Component or Components or the system. Upon receipt of a written request (sent by fax, U.S. Postal Service or overnight delivery; email is not acceptable) we will either issue a return authorization or come on site to inspect prior to return. We will issue a refund for the full price of the Component or Components within thirty (30) days of receipt of the returned item or items.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution for a Development Agreement between the City of Rowlett, Texas, Homestead Liberty Grove Home Owners Association, and Arcadia Liberty Grove Development 1, LLC, for the purpose of maintenance of street signage within the Homestead at Liberty Grove New Neighborhood Development.

**STAFF REPRESENTATIVE**

Daniel Acevedo, Urban Design Manager

**SUMMARY**

The Homestead at Liberty Grove is the City of Rowlett's first *New Neighborhood* development under the Form-Based Code. Currently, the developer seeks to utilize signage that is outside of the City's standard. It has been indicated to the developer that in order to utilize these signs they would need to take over the maintenance of those customized signs. This agenda item is to consider a development agreement whereby the homeowners' association would be responsible for maintenance of the street signs within the development.

**BACKGROUND INFORMATION**

The subject property is zoned New Neighborhood FB District (NN-FB) and is regulated by the Form-Based Code approved on November 6, 2012, by Rowlett City Council. The NN-FB District is designed to generate a pedestrian-oriented, single-family neighborhood.

At the time this staff report was being composed, Phase I of the subdivision is nearly complete with acceptance of public improvements. It is expected that public improvements will have been accepted by this meeting.

**DISCUSSION**

After reviewing the City's Standard Construction Details for street signage (Attachment 1), the developer requested the flexibility for signage outside of those parameters. In order to allow for deviation, staff made it clear to the developer that he would be responsible for the installation and maintenance of that signage once it is approved. This agreement is to allow for the maintenance of that deviation as described.

The developer is proposing modifications in three areas: color, size, and replacement of the City's logo to one that is specific to the development. After reviewing the proposal, it was found that a change in color and logo would be appropriate. Also, due to the recent amendment of speed limits including the streets in the Homestead at Liberty Grove, and based on the MUTCD pre-2009

standards, staff found it appropriate to allow a smaller street-name sign on streets that have a design speed of 25 miles per hour or less.

Staff believes this flexibility is still consistent with high quality urban development and is supportive of this request.

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH THE HOMESTEAD LIBERTY GROVE HOME OWNERS ASSOCIATION, LLC AND ARCADIA LIBERTY GROVE DEVELOPMENT 1, LLC PROVIDING FOR THE MAINTENANCE OF STREET SIGNAGE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett, Texas, has previously approved a development project commonly known as Homestead at Liberty Grove, a Form-Based Code residential subdivision; and

**WHEREAS**, the City desires to enter into a development agreement with the homeowners' association and Arcadia Liberty Grove Development 1, LLC to provide for the maintenance of street signage throughout the development, further described by the development agreement.

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

**Section 1:** That the City Council of the City of Rowlett, Texas, hereby approves the Development Agreement by and between the City of Rowlett, Texas, the Homestead Liberty Grove Home Owners Association, LLC, and Arcadia Liberty Grove Development 1, LLC a true and correct 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, subject to approval by the City Attorney, 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 – Street Sign Requirements



Rowlett assumes no responsibility for materials damaged as a result of city action in maintaining the right-of-way or as a result of action by private utilities or private individuals.

5. By grant of this license, the City of Rowlett assumes no responsibility for any claims, suits or charges for any injury or damage occasioned as a result of street name signs or traffic signs located in these rights-of-way.
6. Homestead Liberty Grove Home Owners Association expressly agrees to defend, indemnify and hold the City of Rowlett free and harmless from any and all losses, expenses, including attorney's fees, damages, demands, claims, judgments or liability whatsoever, howsoever caused or arising out of or in connection with injuries (including death) or damages to any and all persons and/or property in any way sustained or alleged to have been sustained in connection with, or by reason of, the performance or failure to perform any act by any agent, contractor or employee of Homestead Liberty Grove Home Owners Association under the terms of this license.
7. This Agreement shall be binding on the parties hereto and their respective successors, legal representative and assigns. The licenses granted herein are granted solely to Arcadia Liberty Grove Development 1, LLC and are not transferable without the express written consent of the City of Rowlett. In the event of such assignment and assumption, Arcadia Liberty Grove Development 1, LLC (or such owner, as the case may be) shall be released from all obligations accruing hereunder after the date of such assignment.
8. This Agreement constitutes the sole and entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the foregoing subject matter and cannot be varied except by the subsequent written agreement of the parties.
9. Any notice, request, delivery or tender required or permitted to be given or made hereunder by either party to the other shall be deemed to be delivered or received, whether actually received or not, when deposited in an official depository of the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested, addressed to Arcadia Liberty Grove Development 1, LLC or the City of Rowlett as the case may be, at the address set forth opposite the signatures of such party hereto, but each such party may change its address by ten (10) days written notice of such change in accordance with the terms of this paragraph.
10. Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

By: \_\_\_\_\_

Homestead Liberty Grove Home Owners Association  
3500 Maple Avenue, Suite 1165  
Dallas, TX 75219

By: \_\_\_\_\_

The City of Rowlett, Texas

By: \_\_\_\_\_

**Duralight - Internally Illuminated LED Street Name Sign Specifications**

The sign body shall be light weight for easy installation and made of aluminum. All hardware shall be stainless steel.

The standard sign assembly height is 22" with standard widths of:

- 72 inches (6 foot)
- Maximum length 96 inches (8 foot)

**Letter Size:** Initial Upper Case 10 inches, lower case 8 inches and 4 inch block numbers. Single sided signs.

Different sizes for special sign requirement are also available upon request. **All signs shall be 3 maximum of thickness.**

The maximum weight of the sign (without mounting hardware) should not exceed 70 lbs. for the 96-inch, 40 lbs. for 72 inches, and 15 lbs. for 48 inches signs.

Drain holes shall be positioned on the bottom of the sign to allow the draining of any water condensation in the enclosure.

**The finish of the aluminum sign assembly shall be powder coated per request of the city.**

A quality assurance program meeting MIL-STD-883 at the factory of the manufacturer is preferred.

The Sign face shall be made of strong polycarbonate material with UV and abrasion resistance.

Sheeting, including material and grades, shall be approved by end users before cutting. Letterings, including font and spelling, shall be reviewed and approved before making the signs.

**The entire surface of the sign panel must be evenly illuminated with a minimum average brightness reading at the letters of 330 candelas per square meter cd/m<sup>2</sup> (31 candelas per square foot).**

**The manufacturer shall have a minimum six (6) years of experience in the manufacturing of traffic related products LED traffic control related products, and shall be ISO 9001-2000 International Quality System certified.**

**Maintenance:** The sign shall be designed in a way that the replacement of sign face sheeting can be performed in the field without the need to remove the sign.

**The sign shall be designed in a way that the replacement of LED modules can be performed in the field without the need to remove the sign in case any LED on the sign is burned out.**

The sides of the sign assembly facing traffic shall have removable faces mounted in an aluminum U-channel cover that is tightened at the bottom. The frame for these sides shall be of one-piece construction.

Letter Spacing and Width: All letter and spacing shall be in compliance with minimum recommendation. Letters/Legends requiring lengths in excess of the maximum size of the sign face shall be adjusted, condensing the letters/legend to fit the sign.

The sign assembly, including the sign panel and mounting assemblies shall be designed, tested, and constructed so that no permanent deformation, warping, or failure will occur when subjected to 110 mph wind loads.

The sign shall be equipped with solid-state high power white LED light strips utilizing state-of-the-art hi-flux LED's with an efficient heat-dissipating feature.

LED light engine maximum power values shall not exceed 100 W for a 6-ft. sign that is illuminated on both sides and 135 W for an 8 ft. sign illuminated on both sides.

The LED light strip modules shall have a power supply regulating the voltage and current to preserve the life of the LED's. The sign shall operate on 120 VAC (nominal). The sign shall be able to operate over the temperature range of -40°C to +74°C.

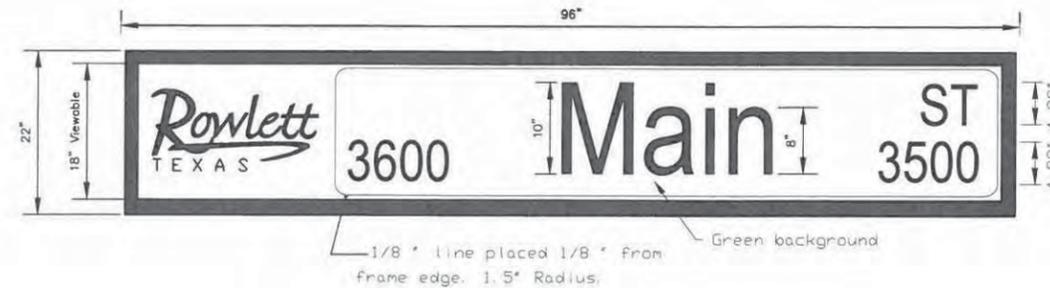
Life expectancy of the LED sign shall be a minimum of 100,000 hours with a 50% duty cycle.

A secondary reflecting device shall be installed at the top and bottom edges of the sign to help spread the light evenly over the sign face.

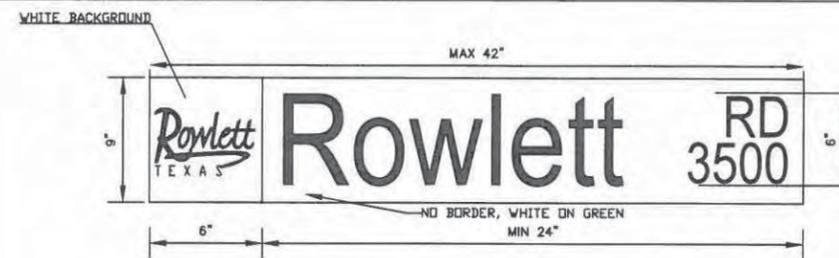
Mast arm mounting brackets shall be included with each sign.

A photo cell shall be provided, if requested, for each sign for on and off electrical switching control of the sign.

Manufacturer shall provide a minimum of three (3) years warranty on the LED sign.



ILLUMINATED STREET SIGN



**NOTES:**

1. CONTRACTOR SHALL PLACE SIGNS IN CONFORMANCE WITH THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
2. BLOCK NUMBERS (CARDINAL DIRECTION) SHALL BE INCLUDED ON SIGNS AND VERIFIED PRIOR TO SIGN FABRICATION.
3. CONTRACTOR SHALL SUBMIT THE SIGN DESIGN TO THE CITY OF ROWLETT FOR APPROVAL PRIOR TO SIGN FABRICATION.
4. ALPHABETS AND LATERAL SPACING BETWEEN LETTERS AND NUMERALS SHALL CONFORM WITH THE STATE OF TEXAS "STANDARD HIGHWAY SIGN DESIGNS, 2010", LATEST EDITION AND ANY APPROVED CHANGES THERETO.
5. LATERAL SPACING OF TEXT SHALL BE AS TO PROVIDE A BALANCED APPEARANCE.
6. SIGN BACKGROUNDS SHALL BE OF FLAT SURFACE REFLECTIVE SHEETING (TYPE IX SHEETING) CONFORMING WITH THE CITY OF ROWLETT SPECIFICATIONS.
  - A. SIGN LEGENDS SHALL BE APPLIED USING E. C. FILM ONLY.
  - B. SHEETING AND EC FILM MUST BE FROM MATCHING SIGNING SYSTEM (3M).
7. SIGN BLANKS SHALL BE 9" AND MADE OF EXTRUDED ALUMINUM 0.125" THICK.
8. CITY OF ROWLETT LOGO STICKER (6" X 9") WILL BE PROVIDED TO THE CONTRACTOR BY THE CITY.
9. CONTRACTOR SHALL CONTACT WADE WILLIAMS WITH THE CITY OF ROWLETT (972-412-6168) TO OBTAIN LOGOS AND VERIFY THE PLACEMENT OF LOGO ON THE STREET NAME SIGN AT COST TO THE CONTRACTOR .
10. ALL FOUR-SIDED SIGNS SHALL HAVE 1.5-INCH RADIUS CORNERS. ALL SIGNS SHALL BE EC FILM OVER TYPE XI (DG3) SHEETING. ALL SIGN SIZES AND FONTS SHALL CONFORM TO CURRENT TEXAS MUTCD. ALL GROUND MOUNTED SIGNS SHALL BE GALVANIZED 12-GAUGE GROUND MOUNTED SIGN SYSTEMS. THE SYSTEM SHALL CONSIST OF THE FOLLOWING THREE ELEMENT:
  - A) 12-FOOT LONG 2-3/8" INCH ROUND POLES WITH HOLES.
  - B) 30-INCH LONG ROUND BASE

NON-ILLUMINATED STREET SIGN

REV.	COMMENTS	BY	DATE
STANDARD CONSTRUCTION DETAILS			
STREET SIGNS			
DESIGN: DRAWN: CHECKED:	SCALE: NOTED DATE:	PROJECT NO.	SHEET SD-22



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 7E

**TITLE**

Consider action to approve a resolution accepting the quote and awarding a contract to Ramco Rugged Portables in the amount of \$55,920 to purchase eight rugged Patrol PC computers and mounting hardware for eight police vehicles.

**STAFF REPRESENTATIVE**

Mike Brodnax, Chief of Police

**SUMMARY**

The purpose of this item is to award the bid for eight rugged Patrol PC computers and mounting hardware to Ramco Rugged Portables in the amount of \$55,920. Five of these computers will replace outdated CF-30 Toughbook computers and three of them will be used to outfit three School Resource Officer vehicles that were partially funded by the Garland Independent School District for use by School Resource Officers.

**BACKGROUND INFORMATION**

Rowlett Officers utilize ruggedized computers mounted in the squad cars to perform their duties more efficiently. The majority of the ruggedized computer inventory are CF-30 Toughbook computers originally purchased around 2011. The CF-30 computers originally came with a three-year warranty and the City later purchased an extended two year warranty to extend the useful life of the computers. These computers are now five years old and are due for replacement. The replacement Patrol PC computers include a three-year warranty and new hardware to mount into the Ford Police Interceptors.

**DISCUSSION**

Panasonic Toughbook CF-30 computers comprise the largest segment of rugged mobile computers used by Rowlett Officers. These computers have experienced numerous hardware failures of components such as the touchscreens, mouse pads and keyboards. These component failures were repaired under warranty and that warranty has since expired. Continued use of these systems jeopardizes the ability for officers to remain productive and meet the escalating demands of software developed to make use of more efficient computing power.

Five of these Patrol PC computers will replace existing CF-30 computers that are five years old and three of these computers will be used to outfit three police vehicles used by three new School Resource Officers that were partially funded by the Garland Independent School District (GISD).

Staff obtained a quote for the computers and mounting hardware and also obtained a sole source letter for this equipment (see attachments).

## FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$35,920 is included in the FY2016 IT budget for the specific purpose of replacing the CF-30 laptop computers. This purchase will be supplemented by Police Federal Seizure Funds and GISD will pay half the cost of three of the computers pursuant to an interlocal agreement between the City of Rowlett and GISD (Exhibit A).

Budget Account Number	Funding source	Account Title	Budget Amount	Proposed Amount
1013001-6301	General Fund Information Technology	Maintenance – Computer Hardware	\$139,582	\$35,920
4024003-6280	Police Federal Seizure Fund	Technology Hardware – Non Cap	0	14,264
4054001-6280	Interlocal Agreement with GISD	Technology Hardware – Non Cap	0	5,736
<b>Total</b>			<b>\$139,582</b>	<b>\$55,920</b>

## RECOMMENDED ACTION

City staff recommends the City Council approve a resolution accepting the quote and awarding a contract to Ramco Rugged Portables in the amount of \$55,920 for eight rugged Patrol PC computers and mounting hardware for police vehicles and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE BID OF AND AWARDING A CONTRACT TO RAMCO RUGGED PORTABLES IN AN AMOUNT NOT TO EXCEED \$55,920 FOR THE PURCHASE OF EIGHT RUGGED PATROL PC MOBILE COMPUTERS; AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY APPROVAL, TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to preserve or protect the public health or safety of the municipality's residents to purchase mobile computers to replace outdated mobile computers for the City of Rowlett Police Officers; and

**WHEREAS**, existing CF-30 computers have reached their end of life and are in need of replacement; and

**WHEREAS**, the Garland Independent School District partially funded the purchase of three Patrol PC computers and mounting hardware to equip three police vehicles for use by School Resource Officers; and

**WHEREAS**, a sole source letter has been provided, establishing that the vendor named herein is the sole source provider of the procurement; and

**WHEREAS**, City staff recommends the bid award for eight mobile computers and mounting hardware to Ramco Rugged Portables for said products; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award a contract to Ramco Rugged Portables and to authorize the execution of the necessary documents for said products and services; and

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

**Section 1:** That the City Council of the City of Rowlett does hereby approve the bid of and award a contract to Ramco Rugged Portables in the amount of \$55,920 for the purchase of eight Patrol PC mobile computers and mounting hardware, in accordance with the quotation attached hereto and incorporated herein as Exhibit "A."

**Section 2:** That the City Council does hereby authorize the City Manager to execute the agreement on the City's behalf, after City Attorney approval, and to issue appropriate purchase orders to conform to this resolution.

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

## **EXHIBITS**

Exhibit A – SRO Interlocal & Ramco Quote

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement (“Agreement”) is made and entered into by and between the GARLAND INDEPENDENT SCHOOL DISTRICT (“GISD”) and the CITY OF ROWLETT, acting through its Chief of Police (“City”) for the purpose of establishing a School Resource Officer (referred to herein as SRO) Program in the City of Rowlett schools in the District.

WITNESSETH:

That the Garland Independent School District and the Rowlett Police Department intend to provide law enforcement education and related services to the public schools of the City of Rowlett as hereafter described, and

That the Garland Independent School District and the City of Rowlett will mutually benefit from the SRO program.

NOW, THEREFORE, the terms of this Agreement are as follows:

### **ARTICLE I**

#### **TERM OF AGREEMENT**

The term of this Agreement shall be from August 1, 2015 to July 31, 2016, and shall automatically renew for one-year terms unless terminated as provided hereinafter. All renewal terms shall be for one (1) year beginning August 1 and ending July 31 of the following year. Notice of non-renewal shall be in writing and sent to the other party at least 90 days prior to the commencement of the applicable school year.

### **ARTICLE II**

#### **OBLIGATIONS OF THE CITY**

The obligations of the City shall be fulfilled by the Rowlett Police Department under the direction of the Chief of Police or his designee.

The obligations of the Chief of Police and the School Resource Officers (SROs) are as follows:

##### **A. Provision of School Resource Officers.**

The Chief of Police shall assign eight (8) sworn police officers to the SRO program. Four officers will be assigned full-time to the Rowlett High School (two officers), the Coyle Middle School and the Schrade Middle School (one each). The remaining four SRO’s shall be assigned to the above schools and to GISD elementary schools located in Rowlett on a rotating basis at the discretion of the Chief of Police or the SRO supervisor.

##### **B. Selection of School Resource Officers.**

The Chief of Police or his designee(s), with input from members of Garland Independent School District appointed by the Superintendent of Schools, shall select each SRO considering the following evaluation criteria:

1. SROs must have the ability to deal effectively with students. The ages and socioeconomic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
2. SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such a nature that a positive image of the police departments is reflected.
3. SROs must have the ability to provide high quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of SRO's must be of high caliber so that the SRO can effectively and accurately provide resource teaching service. SROs will act as a guest lecturer upon request of the DISTRICT administration/faculty.
4. SROs must have the desire and ability to work cooperatively with the DISTRICT staff, principals, the administrative staff and school officials.
5. Each SRO must be a state certified law enforcement officer.
6. SROs must meet any other criteria the Chief of Police deems appropriate.

### **C. Normal duty hours of School Resource Officers.**

Each high school and middle SRO will be assigned to his/her school on a full-time basis of eight (8) hours on days and during hours that the assigned school is in regular session.

SROs with more than one school will determine a schedule that is agreeable with the principals of the schools they are assigned to, along with the SRO supervisor.

The SRO may be temporarily reassigned as determined by the Chief of Police or his designee as a result of a law enforcement emergency.

SROs shall schedule personal leave and comp time with prior approval from the SRO supervisor and prior notice given to their school principal or designee.

### **D. Duties of School Resource Officers**

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO concept reflects the philosophy of the School Resource Officer Program and adheres to the roles of Law Enforcement Officer,

Counselor, and Teacher. The SROs are first and foremost Law Enforcement Officers for the City and shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the guidelines of the City and its Police Department Policies and Procedures Manual

The SROs report directly to the Chief of Police, or his designee, regarding all matters pertinent to their position and function. The SROs are enforcement officers in regards to criminal matters only. Presence of an SRO is expected on his/her assigned campus on one school day per week before classes start in the morning, between most class changes, during most lunch periods, immediately after school and during most any other time during the school day when students assemble in large groups. The purpose of that presence is to deter criminal behavior and not perform school duty.

While on duty, each SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics.
2. Act as a resource person in the area of law enforcement education.
3. Conduct or assist in criminal investigations of violations of law on school property.
4. Provide a law enforcement resource when necessary to maintain the peace of District property.
5. Make arrests and referrals of criminal law violators using his/her discretion.
6. Provide counseling to students at the request of the school staff, at the request of a student or parent or when the SRO feels it is in the best interest of student. The SRO shall notify the school principal of the fact that a student has been counseled. "Counseling" in this agreement refers to mentoring and advisement, not to any activity requiring a license or certificate to perform.
7. Make referrals to social service agencies.
8. Provide assistance in civil (custody) matters.
9. Wear official police uniform, which shall be provided at the police department's expense; however, civilian attire may be worn on some occasions with prior approval by the SRO supervisor.
10. Perform other duties mutually agreed upon by the principal and the SRO supervisor provided the performance of such duties is legitimately and reasonable related to the SRO program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the Garland Independent School District and the Rowlett Police Department.  
Any off-campus activity requiring the services of the SRO shall be contingent on the approval of the Chief of Rowlett Police Department, or his designee.
11. Follow and conform to all GISD policies and procedures that do not conflict with the policies or procedures of the Rowlett Police Department. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Acts.
12. Complete a "Monthly Activities Report" or other reports regarding the SRO activities as directed by the SRO supervisor.
13. Develop, implement and evaluate security programs in the assigned school(s).

14. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses.
15. Make presentations to civic groups.
16. Participate, upon request, with school/student committees.
17. Coordinate with, and participate in, Neighborhood Crime Watch.
18. Any other duties as directed by the Chief of Police.

**E. Support Services to be provided by the Rowlett Police Department**

The Rowlett Police Department shall continue to provide police services to the GISD with the position of the SRO as an enhancement.

**ARTICLE III**

**OBLIGATIONS OF THE DISTRICT**

The GISD shall provide the SROs, in each school to which an SRO is assigned, the following materials and facilities:

1. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.
2. A locking file cabinet and location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, filing cabinet and office supplies (i.e. paper, pencil, pens, etc.).
4. Personal computer with printer.
5. Access to clerical assistance.
6. Telephone

**ARTICLE IV**

**EMPLOYEE STATUS OF SROs**

The SRO's shall be employees of the City of Rowlett and not employees of the Garland Independent School District. The City shall be responsible for the hiring, training, discipline, and dismissal of City of Rowlett personnel.

The City is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which the SROs are assigned to the SRO Program and the manner in which City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between GISD and the City or any of the City's agents or employees. The City assumes responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The City, its agents and employees, shall not be entitled to any rights or privileges of GISD employees and shall not be considered in any manner to be

GISD employees. The GISD may or may not desire to evaluate the services provided to GISD by the SRO Program. Any such evaluation should be presented to the City on a prescribed form.

## **ARTICLE V**

### **PAYMENT**

In consideration of the services provided herein, the GISD shall pay an annual sum to be agreed upon on or before August 1 of each year of the Agreement, save and except the 2015-2016 school year, where the sum shall be agreed on by September 1, 2015, by the authorized representatives of the GISD and the City. Payment shall be based on the Funding Formula described in this Agreement.

Except as expressly stated hereinafter, no other consideration other than the annually negotiated payment will be required during the term of this Agreement for the in-school services called for herein, unless agreed to by both parties.

## **ARTICLE VI**

### **OVERTIME**

GISD agrees to create and provide overtime funding for other SRO extracurricular activity which is conducted after normal working hours. Overtime activity must be approved in advance by the principal or his/her designee.

The school GISD will reimburse the City of Rowlett for salaries/benefits paid to police officers who provide police services at GISD athletic or other extracurricular events at a previously agreed upon overtime rate. All such events shall be scheduled through the office of the SRO supervisors and reimbursed at an overtime rate also agreed upon by all parties involved, on a contract basis. The funding formula in Art. VII shall not apply to overtime compensation.

## **ARTICLE VII**

### **FUNDING FORMULA**

Except as otherwise specifically described in this Agreement, funding for five SRO's shall be divided between the GISD and City whereby GISD shall remit to City one-half (1/2) of all salary and benefits for SRO's designated by City. GISD shall be responsible for 100% of all salary and benefits for three SRO's designated by the City. For the 2015-2016 school year, the estimated cost of the foregoing three SRO's is \$308,430.00. GISD will be issued monthly statements as to these costs, which must be paid within thirty (30) days after delivery.

In addition, for the 2015-2016 school year only, GISD will also pay fifty percent (50%) of the cost of three fully equipped squad cars; the total cost for all cars is approximately \$106,000. The City may invoice GISD as the City incurs these costs or may request full payment within thirty (30) days following GISD's acceptance of this Agreement. Further, GISD agrees to pay a one-

time start-up cost of \$8,012.67 for the purchase of equipment and gear for the three SRO's as designated by the City. These costs must be paid within thirty (30) days of the final execution of this Agreement.

GISD shall not be relieved of its obligation to pay any amount required under this Agreement in the event that City exercises its right to temporarily reassign any SRO for a period not to exceed fifteen (15) days when, in the sole judgment of the City, their service is required in response to an emergency, or in the event that the SRO is absent due to sickness, injury, training or court appearances. However, the City shall furnish replacement officers on days when regular SROs are absent for any period exceeding thirty (30) days. Replacement officers must meet the selection requirements of SRO Applicants as stated herein. GISD shall not be required to pay the salary and benefit amounts for an SRO if an absence exceeds fifteen (15) days.

## **ARTICLE VIII**

### **CHANGES TO AGREEMENT**

Changes in the terms of this dated Agreement may be accomplished only by formal amendment in writing approved by the City and the GISD. Personnel additions must be by mutual consent of the City and the GISD.

## **ARTICLE IX**

### **PROBLEM RESOLUTION**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools of the GISD and the Chief of Police, or their designees.

## **ARTICLE X**

### **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days' written notice. Notwithstanding, GISD shall continue to be responsible for payments due for services rendered up to the effective date of termination.

The GISD shall be entitled to a prorated refund of any advance payments for SRO services for each day that SRO services are not provided because of the termination of this Agreement or because of permanent reassignment, without replacement or substitution, by the Chief of Police of one or more SROs.

## **ARTICLE XI**

Neither party to this Agreement shall be deemed to waive any defenses or immunities available to that party, whether sovereign, governmental, qualified, official or otherwise. Nothing in this Agreement is intended to, and shall not be construed so as to, grant or confer any rights or

benefits to any person not a party to this Agreement. There are no third-party beneficiaries hereto.

This Agreement may be executed in single or multiple counterparts, and is effective as of the last date of signing hereof.

APPROVED:

---

Bob Morrison  
SUPERINTENDENT OF SCHOOLS  
GARLAND INDEPENDENT SCHOOL DISTRICT

---

Date

---

Brian Funderburk  
CITY MANAGER  
CITY OF ROWLETT

---

Date

---

William Brodnax  
CHIEF OF POLICE  
ROWLETT POLICE DEPARTMENT

---

Date



Ramco Rugged Portables  
 3894 Mannix Drive #208  
 Phone - 877-878-5943  
 Email - jeremy@ramcorugged.com

Exhibit A  
**QUOTATION**

**Account #** COR972  
**Quote #** 1346412  
**Date** 23-Mar-16  
**Page** 1

City of Rowlett Police Department  
 4004 Main Street  
 Rowlett, TX 75088

**Terms** Net 30 Days  
**Ship Via** UPS Ground  
**FOB** Abacus  
**Reference #**  
**Buyer** Steve Ferrie  
**Phone #** (972) 412-6241

**Salesperson** Jeremy Putnam (R)

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	ULTRA RUGGED TABLETS	PATPC	03/23/16	8	6,990.00000	55,920.00
2	PPC-RT12I-G3-FM-XX PatrolPC Core i Intel Generation 3 FIXED MOUNT COMPUTER featuring Portscape™ mounting - (12.1" Sunlight Readable Display - Approximately 1200NITS, Ultra Armour Glass-On-Glass Touch Screen, 2.4 GHz Core i3 2 core, removable 120 GB SSD, 4 GB DDR3-160	PATPC	03/23/16	8	0.00000	0.00
3	PPC-G3-COREI-7 Upgrade to Gen 3 2.3Ghz Core i7 Processor 4 core (in Gen 3 motherboards only)	PATPC	03/23/16	8	0.00000	0.00
4	PPC-802-GI Internal Wireless 802.11 2.45Ghz B/G/N w/internal antenna	PATPC	03/23/16	8	0.00000	0.00
5	PPC-GPSI Internal GPS w/internal antena Internal GPS w/internal antenna	PATPC	03/23/16	8	0.00000	0.00
6	PPC-8-16GB-RAM Upgrade from 4GB RAM to 16 GB RAM	PATPC	03/23/16	8	0.00000	0.00
7	FT-88-911-TP iKey Rugged Backlit Keyboard w/touchpad - 3 year manufacturers warranty	PATPC	03/23/16	8	0.00000	0.00
8	PPC-SHIP-CD	PATPC	03/23/16	8	0.00000	0.00
9	TM-5126-FIU-16 Hint mount with keyboard tray for 2016 Ford Explorer Interceptor	HINT	03/23/16	8	0.00000	0.00
10	AP-5120-PPC	HINT	03/23/16	8	0.00000	0.00

<b>TOTAL</b>	<b>55,920.00</b>
--------------	------------------

**QUOTE VALID FOR 7 DAY(S)**

\_\_\_\_\_  
 Authorized Signature



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

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 7F

**TITLE**

Consider action to approve a resolution approving and ratifying an emergency construction contract with TRI-CON Services in the amount not to exceed \$593,081.00 for the 36 inch gravity sanitary sewer line repair and replacement and authorizing the Mayor to execute the contract and necessary documents for said services.

**STAFF REPRESENTATIVE**

Noel Thompson, Interim Director of Public Works  
Walter Allison, City Engineer

**SUMMARY**

City staff has found a 36 inch gravity sanitary sewer line near Rowlett Creek that is severely corroded and deteriorated allowing inflow and infiltration from storm water. The purpose of this item is to approve and ratify an emergency construction contract to replace 922 linear feet of this line.

**BACKGROUND INFORMATION**

During the last several months, the City had encountered a few circumstances where the sewer inflows and infiltration appeared to be higher than normal resulting in higher bills from Garland for sewer treatment. The first circumstance was noted during the rains in May 2015. Once the rain subsided, the flows returned to a level that was more in line with historical trends. This anomaly reoccurred when we encountered rainfalls in the fall of 2015. When there is an increase in rainfall, we expect an increase in inflows and infiltration resulting in spikes in the sewer treatment flow volume. These higher inflows are caused by stormwater leaking into the sanitary sewer system and is the bane of all such systems.

In the early winter of 2016, we encountered a similar occurrence. However, this caused a concern from City staff because when the rainfalls slowed, we did not see the level reduce back to historical trends as we would have otherwise anticipated. As a result, we conducted an immediate review and investigation of possible breaches in the system to determine the cause of what appeared to be a constant flow of sewer, which was abnormally high.

During the investigation, staff had found several instances of infiltration, which have been determined to contribute to these inflows. This included manholes which were found with the manhole covers removed thus taking water from the Muddy Creek and Schrade Road ditch. These locations have been secured and future improvements are planned to prevent recurrence of inflows.

In addition, on April 7, public works staff discovered holes and openings in a 36 inch gravity sanitary sewer on the east side of Rowlett Creek and west of Dexham Road. There is an urgency to getting this addressed immediately since the unanticipated costs for the ongoing treatment of these additional flows has exceeded budgeted amounts for sewer treatment and may be as much as \$200,000-\$250,000 above average in excess months. Immediate health and safety concerns were addressed with the installation of the bypass system on April 15.



36 Inch Sanitary Sewer Location East of Rowlett Creek

Further inspection of the pipe revealed several areas of holes and corrosion, thus, staff requested TRI-CON Services clear the sewer easement area and develop access from Dexham westerly to Rowlett Creek.



Hand Clearing of 36 Inch Sanitary Sewer East of Rowlett Creek



Manual and Equipment Clearing of 36 Inch Sanitary Sewer of Rowlett Creek

Access was needed to the vault and manholes located on the east side of Rowlett Creek prior to the siphon crossings of Rowlett Creek. A temporary access road was established the week of April 11.



Development of Temporary Access Road to Rowlett Creek

A pump bypass system was developed to alleviate immediate health and safety concerns and to provide access to the 36 inch sewer line for a camera inspection. The pump bypass was established April 15.



Pump Bypass System for the Length of 1000 Feet Adjacent to the 36 Inch Sanitary Sewer Line

Camera inspection was performed on April 15 and 16. Based upon the camera inspection and field inspections, staff determined that the sewer contains numerous holes and openings and is severely corroded over a length of approximately 250 feet. In addition, the camera inspection revealed corrosion build-up in much of the 630 feet inspected. The remaining 292 feet could not be inspected with camera due to severe debris and deteriorated conditions.



Pipe Corrosion Along 250 Feet of the 36 Inch Sanitary Sewer Line



Holes in the 36 Inch Sanitary Sewer Line

Considering the immediate health and safety concerns with exposure of sewage flows and the deteriorated condition of the sewer, staff pursued immediate replacement of 922 linear feet of the sewer as an emergency purchase. On April 20, 2016, the City contracted with TRI-CON Services for immediate replacement of the deteriorated sewer.

All of the City's sanitary sewer is conveyed to the City of Garland for treatment. There is a concentration of sewer lines at Rowlett Creek prior to conveyance under Rowlett Creek to flow meter(s) prior to the Garland treatment plant. This 36 inch sewer is one such primary line for conveyance of sewer to the Garland treatment plant.

Grantham and Associates has developed a model of the City's sanitary sewer system and identified several key lift station and line projects. A sewer capital improvement program was developed to address insufficient capacity and/or aging infrastructure in need of replacement. A project for Miscellaneous Sanitary Sewer Line Repair and Replacement was included in the Capital Improvement Program.

## **DISCUSSION**

The deteriorated 36 inch sanitary sewer west of Rowlett Creek and east of Dexham is a vital conveyance line for those areas in the south and southwest portions of the City. The deteriorated condition of the 40 year old sewer line and concerns with exposure of sewer flows is an immediate health and safety issue as well as long-term concern for continued use of the existing line. The immediate health and safety concerns were addressed with the installation of the bypass system on April 15. The bypass system leads to a financial concern however, as this bypass system is operating at an estimated cost of \$5,000 per day. Thus, time is of the essence and the services of TRI-CON Services were utilized to immediately replace the deteriorated 922 feet of sanitary sewer line westerly of Rowlett Creek.

While the cost of this particular item is nearly \$600,000, Council needs to be aware that the excess costs associated with sewer treatment above historical trends is well over one million dollars. At

this time, the bypass is expected to limit that continuing cost but time is of the essence to complete the replacement to avoid the ongoing cost associated with the bypass system.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$593,081.00 is available in the Capital Project Fund budgeted for Miscellaneous Sanitary Sewer Line Repair and Replacement Project (SS1102).

<b>Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
SS1102	Miscellaneous Sanitary Sewer Line Repair and Replacement	\$612,095.00	\$593,081.00

### **RECOMMENDED ACTION**

Staff recommends City Council approve a resolution accepting the proposal and awarding an emergency construction contract to TRI-CON Services in the amount of \$593,081.00 for the 36 inch Gravity Sanitary Sewer Replacement and authorizing the Mayor to execute the necessary documents for said services.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING A CONSTRUCTION CONTRACT WITH TRI-CON SERVICES IN AN AMOUNT NOT TO EXCEED \$593,091.00 FOR THE REPAIR AND REPLACEMENT OF A 36 INCH GRAVITY SANITARY SEWER LINE; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND NECESSARY DOCUMENTS FOR SAID SERVICES PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in order to protect the public health and safety, it is immediately necessary to replace the 36 inch Gravity Sanitary Sewer line located on the east side of Rowlett Creek and west of Dexham Road due to unforeseen damage; and

**WHEREAS**, City staff, on April 20, 2016, recommended that TRI-CON Services be immediately awarded a contract on an emergency basis for the 36 inch Gravity Sanitary Sewer Line Replacement; and

**WHEREAS**, the City Council of the City of Rowlett, Texas recognizes the immediate health, safety and financial concerns with the existing 40-year 36 inch gravity sanitary sewer line and desires to award the contract to TRI-CON Services Incorporated for the 36 inch Gravity Sanitary Sewer Line Repair and Replacement.

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

**Section 1:** That the City Council of the City of Rowlett does hereby award and ratify a contract to TRI-CON Services for the 36 inch Gravity Sewer Line Repair and Replacement Project in an amount not to exceed \$593,081.00, a true and correct copy of such contract being attached hereto and incorporated herein as Exhibit "A."

**Section 2:** That the City Council does hereby authorize the Mayor to execute the contract on the City's behalf and to execute such documents and issue such purchase orders as are necessary and appropriate to conform to this resolution.

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

## **ATTACHMENTS**

Attachment 1 – Contract

**CITY OF ROWLETT, TEXAS**

**PUBLIC WORKS CONSTRUCTION PROJECT**

**Emergency Sewer Line Repair, South of SH66**

**Tri-Con Services Inc.**

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## City of Rowlett, Texas

This Agreement is made by and between the City of Rowlett, Texas, a home-rule municipality (hereinafter referred to as the "City") and Tri-Con Services Inc., (hereinafter referred to as the "Contractor") for construction of Emergency sewer line repair, south of SH66 between Dexham & Centerville, (hereinafter referred to as the "Project"), the City and the Contractor hereby agreeing as follows:

### ARTICLE I

#### THE CONTRACT AND THE CONTRACT DOCUMENTS

##### 1.1 THE CONTRACT

1.1.1 The contract between the City and the Contractor, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

##### 1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this agreement, the General Conditions, the Special Conditions, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Shop Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, the addenda, exhibits and attachments thereto, any other amendments hereto executed by the parties hereafter, together with the following (if any):

##### 1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

##### 1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

##### 1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The word "City" includes the City of Rowlett, Texas, a municipal corporation, and its public officials, officers, employees, agents and employees. The word "Contractor" includes the Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. THE CONTRACTOR ASSUMES ALL RISK OF ERRORS, AMBIGUITIES AND INACCURACIES. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## 1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

## ARTICLE II

### THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract.

#### 2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, power, water, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Emergency sewer line repair south of SH66 between Dexham Road & Centerville Road, as per quote dated 4/19/16; in an estimated total amount of Five hundred ninety three thousand eighty one dollars and no cents (\$593,081.00).

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish

satisfactory proof of the type, kind, and quality of materials.

### ARTICLE III

#### CONTRACT TIME

##### 3.1 SUBSTANTIAL COMPLETION

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

##### 3.2 TIME

3.2.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than N/A calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by the Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 The Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules shall be submitted with each Application for Payment

##### 3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 The City will assess liquidated damages for late or untimely performance and may, at the City's sole option, elect to allow Contractor to continue with the Work, or may declare Contractor to be in breach and default of the Contract and order Contractor to remove all equipment and personnel from the work site. All remedies for Contractor's late performance shall be nonexclusive and cumulative without waiver of any other, and the City's election of one shall not preclude the City from pursuing any other.

3.3.4 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

##### 3.4 LIQUIDATED DAMAGES; EARLY COMPLETION BONUS

3.4.1 The Contractor shall pay the City the sum of \$ N/A per day for each and every calendar day of

unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. If the Contractor has submitted a Statement of Delay with the appropriate Application for Payment as required by Subparagraph 5.2.3, and/or has complied with the notice and Change Order requirements of this Contract, the Engineer shall have sole discretion to determine whether a delay is excused or unexcused and the Engineer's determination thereof shall be final and binding on the parties.

3.4.2 In the event that the Contractor achieves certification by the Engineer of Final Completion prior to N/A Calendar days from the date specified in the Notice to Proceed, the City shall pay to the Contractor the sum of \$ N/A per day for each calendar day that Final Completion is certified in advance of the scheduled Final Completion date, as that date may be modified by written change order. However, early completion bonuses shall not, in the aggregate, exceed the total sum of \$ N/A. Any reduction in the scope of work, evidenced by written change order, shall commensurately reduce the Contract Time.

**3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER**

3.5.1 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should the Contractor be

delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

**ARTICLE IV**

**CONTRACT PRICE**

**4.1 THE CONTRACT PRICE**

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of

**\$593,081.00**

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract,

or the assessment of liquidated damages or the award of an early completion bonus.

## ARTICLE V

### PAYMENT OF THE CONTRACT PRICE

#### 5.1 SCHEDULE OF VALUES

5.1.1 The Schedule of Values, submitted to and accepted by the City and Engineer at the time of the Contractor's bid, allocates the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall have been prepared, or at the City's or Engineer's request shall be amended prior to the commencement of construction, in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

#### 5.2 PAYMENT PROCEDURE

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 PROGRESS PAYMENTS - Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the City by the Engineer, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 APPLICATION FOR PAYMENT - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the City or the Engineer may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the

level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 STATEMENT OF DELAY - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 RETAINAGE - If the Contract Price set forth in Subparagraph 4.1.1 is between \$50,000 and \$1,000,000, the City shall withhold retainage of ten (10) percent.; if between \$1,000,001 and \$2,000,000, the City shall withhold retainage of seven and one half (7.5) percent, if between \$2,000,001 and above, the City shall withhold retainage of five (5) percent from each progress payment to secure performance of the Contract and shall deposit in an interest-bearing account that portion of the retainage withheld that exceeds five (5) percent of the progress payment. If a different percentage is set forth in the Invitation to Bid, then that percentage shall apply.

5.2.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security

interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.7 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.8 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict compliance with this Contract.

### 5.3 WITHHELD PAYMENT

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, likely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all work called for by this Contract and final acceptance by the Engineer and the City);

- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.
- (h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.
- (i) failure to submit record drawings in accordance with Subparagraph 7.9.1.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

### 5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within twenty (20) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

### 5.5 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date

of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence of and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor for all work completed to date, less retainage.

## **5.6 COMPLETION AND FINAL PAYMENT**

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price (including retainage and the interest accrued on the retainage in excess of five (5) percent if the Contract Price is in excess of \$400,000), plus an early completion bonus, if any, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to

such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Liquidated damages shall be deducted first from any earned early completion bonus, then from any sums otherwise due to the Contractor.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Other than interest on retainage in excess of 5% under Paragraph 5.2.5, under no circumstances shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

## **ARTICLE VI**

### **THE CITY**

#### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY**

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, any and all written and

tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

## **6.2 RIGHT TO STOP WORK**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if the Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that the Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

## **6.3 CITY'S RIGHT TO PERFORM WORK**

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount

due the City, the Contractor shall pay the difference to the City.

## **ARTICLE VII**

### **THE CONTRACTOR**

#### **7.1 MUST FOLLOW CONTRACT**

7.1.1 The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction. The Contractor shall perform the Work strictly in accordance with this Contract

#### **7.2 USE OF WEB-BASED PROJECT MANAGEMENT SYSTEM**

7.2.1 The Contractor shall utilize the City's Web-based project Management system, "Rowlett Manager" for documentation. Notwithstanding, the use of this system shall not supersede the Contractor's obligation to provide any written notice required under this Contract. The obligation to utilize "Rowlett Manager" may be waived by the City.

#### **7.3 PROSECUTION OF WORK**

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.2 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.3 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

**7.4 WARRANTY**

7.4.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. THE CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.

**7.5 PERMITS; FEES; LICENSES**

The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 SUPERVISION**

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
CHOYA BARKER	SUPERINTENDENT
Richard Drown	GEN. SUPERINTENDENT
MARTIN VELAZQUEZ	PIPE FOREMAN

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

**7.7 WORK SCHEDULE**

7.7.1 At the pre-construction meeting, the Contractor shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work (also referred to herein as the construction schedule). The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer.

7.7.2 The Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a default and a material breach of this Contract.

**7.8 ON-SITE DRAWINGS**

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and

Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

**7.9 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

7.9.1 The Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

7.9.2 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.3 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Contract.

**7.10 CLEANING THE SITE AND THE PROJECT**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. The Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials during construction and, upon completion of construction, shall clean the site and remove all such material together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a landfill approved by the Texas Commission on Environmental Quality. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

**7.11 ACCESS TO WORK AND INSPECTIONS**

7.11.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when

requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

**7.12 INDEMNITY AND DISCLAIMER**

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT WAIVING THE CITY'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH

**NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.12.2 The Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a standard form Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**7.13 NONDISCRIMINATION**

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

**7.14 PREVAILING WAGE RATES**

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request (or attached to this contract as a part of the exhibits), which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than

the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to insure compliance with this provision.

**7.15 JOB SITE SAFETY PRECAUTIONS**

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

**7.16 WARNING DEVICES AND BARRICADES**

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

**7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS**

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility

services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Contractor.

7.17.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the scheduled completion date. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

## ARTICLE VIII

### CONTRACT ADMINISTRATION

#### 8.1 THE ENGINEER

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Engineer, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer, the title of Contract Administrator, or the fact that the Engineer is an employee of the City.

In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the

replacement Engineer shall be that of the former Engineer.

#### 8.2 ENGINEER'S ADMINISTRATION

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will

issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

### **8.3 CLAIMS BY THE CONTRACTOR**

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute and the Engineer shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this

Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

### **8.4 EXTRA WORK**

8.4.1 The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.4.2 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

### **8.5 CLAIMS FOR ADDITIONAL COSTS OR TIME; CONTRACT PRICE INCREASE**

8.5.1 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given

by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any right to or claim for additional compensation.

8.5.2 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.5.3 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

## **8.6 FIELD ORDERS**

8.6.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

## **8.7 MEDIATION**

8.7.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.7.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

## **ARTICLE IX**

### **SUBCONTRACTORS**

#### **9.1 DEFINITION**

9.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

#### **9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall

incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

## **ARTICLE X**

### **CHANGES IN THE WORK**

#### **10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

#### **10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

#### **10.3 CHANGES IN THE CONTRACT PRICE**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties, and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in

Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City or the Engineer require, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 MINOR CHANGES**

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

#### **10.5 EFFECT OF EXECUTED CHANGE ORDER**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the

Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

#### **10.6 NOTICE TO SURETY; CONSENT**

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE XI**

#### **UNCOVERING AND CORRECTING WORK**

##### **11.1 UNCOVERING WORK**

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time or Contract Price.

11.1.2 If any of the Work is covered in a manner consistent with the Engineer's request or the provisions of this Contract, it shall, if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

##### **11.2 CORRECTING WORK**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any

additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within four (4) years after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this four year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the four year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

##### **11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so at its sole discretion. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

### **ARTICLE XII**

#### **CONTRACT DEFAULT AND TERMINATION**

##### **12.1 TERMINATION BY THE CONTRACTOR**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government,

through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon fifteen (15) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the City shall have fifteen (15) days to remedy its failure and if not so cured, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

## 12.2 TERMINATION BY THE CITY

### 12.2.1 FOR CONVENIENCE

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for

convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

12.2.1.5 The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly by amounts withheld by the City and reduced by the amount of payments

otherwise made, and shall in no event include duplication of payment.

#### 12.2.2 FOR CAUSE

12.2.2.1 The following constitute grounds for termination of this Contract by the City:

- (a) the Contractor's failure or refusal to prosecute the Work in a timely manner;
- (b) The Contractor abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City;
- (c) the Contractor fails to meet milestones or comply with approved construction schedules;
- (d) the Contractor fails to grant or allow access to the jobsite by the City or Engineer;
- (e) the Contractor fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials;
- (f) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- (g) the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or,
- (h) the Contractor is otherwise guilty of a violation of a material provision of this Contract.

In the event of the occurrence of any one or more of the above events, the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor, exclude the Contractor from the job site, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such

difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

#### 12.3 USE OF THIRD-PARTY OVERSIGHT OR CONSTRUCTION MANAGER

12.3.1 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default specified in Subparagraph 12.2.2.1, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

### ARTICLE XIII

#### INSURANCE

##### 13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at its own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

**13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE**

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
City's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
	Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

**13.3 ADDITIONAL INSURED**

13.3.1 The City and the Engineer shall be named as an additional insured on the Commercial General Liability (Public), City's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

**13.4 WRITTEN NOTIFICATION**

13.4.1 Each insurance policy shall contain a provision requiring that thirty (30) days prior to

expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Rowlett City Engineer, 3901 Main Street., P.O. Box 99, Rowlett, TX 75030-0099.

**13.5 PREMIUMS AND ASSESSMENTS; SUBROGATION**

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

**13.6 CERTIFICATE OF INSURANCE**

13.6.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, the contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

**13.7 PRIMARY COVERAGE**

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City, for its benefit, including self insurance.

**13.8 WORKER'S COMPENSATION INSURANCE COVERAGE**

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of

- coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice shall comply with the requirements established by the Division of Workers Compensation of the Texas Department of Insurance, or its successor agency.
- and
- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (D) obtain from each other person with whom it contracts, and provide to the Contractor:
- (i) a certificate of coverage, prior to the other person beginning work on the project; and
- (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

**ARTICLE XIV  
MISCELLANEOUS**

**14.1 LAWS AND ORDINANCES**

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

**14.2 GOVERNING LAW**

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Dallas County, Texas.

**14.3 SUCCESSORS AND ASSIGNS**

14.3.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

**14.4 SURETY BONDS**

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract by the Contractor and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the full Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed

by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

**14.5 FORCE MAJEURE**

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

**14.6 IMMUNITIES; DEFENSES**

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

**14.7 NO RIGHTS IN THIRD PARTIES**

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be

construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

**14.8 SEVERABILITY**

14.8.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

**14.9 AMENDMENTS; NO WAIVER**

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any

nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

**14.10 NOTICES**

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

EXECUTED in single or multiple originals, this 26 day of April, 2016.

**CITY OF ROWLETT, TEXAS**

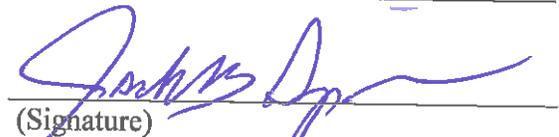
\_\_\_\_\_  
Todd W. Gottel, Mayor

ATTEST:

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

**CONTRACTOR:**

Tri-Con Services, Inc.

  
\_\_\_\_\_  
(Signature)

Jack B. Gipson, Vice-President

(Type/Print Name and Title)

3010 W. Main St.

(Street Address)

Rowlett, TX 75088

(City/State/Zip)

972-475-5207 / 972-475-7416

(Phone/Fax)

**EXHIBIT "A"**

**CONSTRUCTION BID AND PROPOSAL**

**Emergency Sewer Line Repair SH66 between Dexham Road and Centerville Road**

**Proposal Inserted Here**

**From:** [moscasa@aol.com](mailto:moscasa@aol.com) [mailto:[moscasa@aol.com](mailto:moscasa@aol.com)]

**Sent:** Tuesday, April 19, 2016 5:37 PM

**To:** Walter Allison <[wallison@rowlett.com](mailto:wallison@rowlett.com)>

**Cc:** Jim Proce <[jproce@rowlett.com](mailto:jproce@rowlett.com)>; Noel Thompson <[nthompson@rowlett.com](mailto:nthompson@rowlett.com)>; Marc Kurbansade <[mkurbansade@rowlett.com](mailto:mkurbansade@rowlett.com)>; Jacob Gilliland <[jgilliland@rowlett.com](mailto:jgilliland@rowlett.com)>; Mark Leal <[mleal@rowlett.com](mailto:mleal@rowlett.com)>; Mohammed Howlader <[mhowlader@rowlett.com](mailto:mhowlader@rowlett.com)>; Tony Creonte <[tcreonte@rowlett.com](mailto:tcreonte@rowlett.com)>

**Subject:** Re: Rowlett Emergency Sanitary Sewer Leak repairs (South of HWY66 - between Dexham & Centerville)

Walter,

Per our meeting today, the following is our estimated budget value to perform the emergency repairs along the existing 36 inch diameter sanitary sewer main line, located between Dexham Rd. & Centerville Rd – about 1000-1500 ft. south of Hwy66:

Includes...

- \*Heavy wooded tree removal, clear & grub whole easement area
- \*Remove & dispose existing deteriorated sewer pipe (approx... 922 LF)
- \*Furnish & install new 36 inch diameter SDR26 PVC pipe (approx... 922 LF) installed w/ crushed concrete gravel embedment 6 inches around new pipe
- \*By-pass sewage flow (24hrs/7days-week) during installations
- \*Furnish & install (1) 5 ft. diam. STD manhole with Raven coating inside
- \*Tie into existing line just before existing junction box (downstream location) & tie into existing line just outside existing manhole (upstream location)
- \*Furnish & Install 48 inch diameter steel casing above existing piers at creek-aerial crsg (approx. 140 LF / 2 locations) with new 36 inch PVC carrier pipe inside (space between pipes to be grouted with 2-sack flowable fill inleu of spacers)
- \*Tie down new steel casing to existing piers
- \*Dam/Divert creek water during repairs
- \*Encase 5 LF of new PVC pipe in solid concrete (approx. 4 CY / EA location) at 100 LF intervals throughout 922 LF to weigh down pipe (potential buoyancy)
- \*Clean Up & restore final ground elevation/grades

**\$ 593,081**

\*Actual final field measured/installed items of work and time spent would dictate total actual final amount invoiced

\*Weather & unknown field conditions can also affect final value

\*Estimated value excludes nighttime or Sunday work

\*By-pass pumping system is currently installed and functioning (24/7);

\*\*Approximately two thirds (2/3) of the existing damaged line length was inspected inside with a video camera which indicated a minimum of 3 holes/leaks. A third (1/3) of the pipe length was not able to be videotaped to review if further leaks/holes were encountered due to severe debris & deteriorated conditions inside blocking the camera path. The overall pipe conditions are extremely deteriorated. If only three (3) sections of pipe are to be repaired in lieu of replacement of the full length (922 LF) then an estimated budget value of the repairs would be \$ 517,021

Please advise, we are ready to proceed immediately.

Thank you,

Ian Gerber

Tri-Con Services, Inc.

-----Original Message-----

From: Walter Allison <[wallison@rowlett.com](mailto:wallison@rowlett.com)>

To: moscasa <[moscasa@aol.com](mailto:moscasa@aol.com)>

Cc: Jim Proce <[jproce@rowlett.com](mailto:jproce@rowlett.com)>; Noel Thompson <[nthompson@rowlett.com](mailto:nthompson@rowlett.com)>; Marc Kurbansade <[mkurbansade@rowlett.com](mailto:mkurbansade@rowlett.com)>; Jacob Gilliland <[jgilliland@rowlett.com](mailto:jgilliland@rowlett.com)>; Mark Leal <[mleal@rowlett.com](mailto:mleal@rowlett.com)>; Mohammed Howlader <[mhowlader@rowlett.com](mailto:mhowlader@rowlett.com)>; Tony Creonte <[tcreonte@rowlett.com](mailto:tcreonte@rowlett.com)>

Sent: Thu, Apr 7, 2016 4:50 pm

Subject: RE: Rowlett Emergency Sanitary Sewer Leak repairs (South of HWY66 - between Dexham & Centerville)

Thank you Ian. This email serves as authorization to proceed with emergency repair of the sanitary sewer force main as described.

Please coordinate all work efforts and property entries with Tony and Jake. Tony will serve as the project manager / inspector for the city. Jake is handling notification of appropriate agencies and Tony will assist with any city permits for working within the floodplain.

Thank you for providing this emergency work for the City.

Regards,



*A unique community  
where families enjoy  
life and feel at home.*

**Walter Allison, PE (California) | City Engineer/Public Works Department  
City of Rowlett | 4310 Industrial St. | Rowlett, TX 75088**

**o 972.463.3937 f. 972.463.3934 c. 469.900.5972**

**[wallison@rowlett.com](mailto:wallison@rowlett.com)**

Visit our Citizen Action Center at [www.rowlett.com](http://www.rowlett.com) for questions or requests.

**OUR PURPOSE IS TO SERVE. IT'S THE ROWLETT WAY!**

**From:** [moscasa@aol.com](mailto:moscasa@aol.com) [<mailto:moscasa@aol.com>]

**Sent:** Thursday, April 07, 2016 4:29 PM

**To:** Jacob Gilliland <[Jgilliland@rowlett.com](mailto:Jgilliland@rowlett.com)>; Walter Allison <[wallison@rowlett.com](mailto:wallison@rowlett.com)>; Mohammed Howlader <[mhowlader@rowlett.com](mailto:mhowlader@rowlett.com)>; Tony Creonte <[tcreonte@rowlett.com](mailto:tcreonte@rowlett.com)>; Jim Proce <[jproce@rowlett.com](mailto:jproce@rowlett.com)>

**Subject:** Rowlett Emergency Sanitary Sewer Leak repairs (South of HWY66 - between Dexham & Centerville)

Mr. Walter Allison (City of Rowlett Engineer),

Due to the unknown nature of the repairs needed along the existing 30 inch diameter sanitary sewer main line, located between Dexham Rd. & Centerville Rd – about 1000-1500 ft. south of Hwy66 (see attached map), we are submitting an emergency repair value/rate to be charged at a time and material rate of payment. The time & equipment count can be accurately kept along with the material & trucking hours spent by the onsite foreman &/or inspector. Vehicular pavement, sidewalk, fences or structural replacements would be additional costs along with any other unforeseen issues.

<b>Mobilize</b>	<b>QTY</b>	<b>Unit</b>	<b>Price /</b>	<b>Total</b>
LG Equipment (80,000 - 100,000 lbs)	1	EA / trip	1,989.00	1,989.00
MED Equipment (less than 80,000 lbs)	1	EA / trip	1,289.00	1,289.00
<b>Labor (Wage Rates)</b>	<b>QTY</b>	<b>Unit</b>	<b>Price /</b>	<b>Total</b>
Skilled Foreman (Crew leader)	1	Reg. hrs	69.00	69.00
Skilled Labor	1	Reg. hrs	44.00	44.00
Semi-Skilled Operator	1	Reg. hrs	44.00	44.00
Labor w/ hand tools	1	Reg. hrs	44.00	44.00
Equipment Operator (Excavator or Loader)	1	Reg. hrs	54.00	54.00
Truck Driver (Haul or Concrete)	1	Reg. hrs	44.00	44.00
Surveyor w/ tools	1	Reg. hrs	170.00	170.00
Superintendent	1	Reg. hrs	78.00	78.00
<b>Equipment (Rates)</b>	<b>QTY</b>	<b>Unit</b>	<b>Price /</b>	<b>Total</b>
LG Excavator TXDOT permit	1	EA	889.00	889.00
LG Excavator (80,000 - 100,000 lbs)	1	Reg. hrs	297.00	297.00
MD Excavator (less than 80,000 lbs)	1	Reg. hrs	254.00	254.00
LG Rubber tire loader (CAT 930 or equivalent)	1	Reg. hrs	197.00	197.00
LG Track Loader (Caterpillar 963 or equivalent)	1	Reg. hrs	215.00	215.00
Import / Haul off / Haul / Stand By OR Concrete (Trucking)	1	Reg. hrs / ea	165.00	165.00
Honda Screed Machine	1	Reg. hrs / ea	155.00	155.00
Gomaco 2600 Slip Form Paver	1	Reg. hrs / ea	485.00	485.00
Air Compressor	1	Reg. hrs	50.00	50.00
Pavement saw-cut machine	1	Reg. hrs	205.00	205.00
3 inch diam. Pump w/ 30 ft hose	1	Reg. hrs	35.00	35.00
Vibratory Compactor (Caterpillar CS563C)	1	Reg. hrs	181.00	181.00
Compactor (Caterpillar 323 Sheepsfoot)	1	Reg. hrs	148.00	148.00
Skid Steer (Caterpillar 262)	1	Reg. hrs	105.00	95.00
Motor grader	1	Reg. hrs	191.00	191.00
Tree/Brush Chipper (12 inch diam.)	1	Reg. hrs	121.00	121.00
Traffic rated steel plate 20 ft x 8 ft	1	Reg. hrs / ea	38.00	35.00
<b>Overhead &amp; Profit (15%)</b>	<b>1</b>	<b>LS</b>	<b>15%</b>	
*Day Based on 10 regular hours (REG. hrs ,7am - 5pm); night & after hours to be additional value				
*Any additional equipment or tools needed not mentioned above would be an added cost and can be priced if/when needed				
* Import or Haul off Truck capacity 14 - 20 cubic yard haul EA / Concrete truck capacity 8 - 10 cubic yards EA				
* Onsite equipment used intermittently throughout the day would still be charged for full 10 hour day				

We are ready to proceed. Please advise if agreeable.

Thank you,

Ian Gerber  
Tri-Con Services

**EXHIBIT "B"**

**PERFORMANCE AND PAYMENT BONDS,  
CERTIFICATE OF INSURANCE,  
MAINTENANCE BOND, INDEMNIFICATION AGREEMENT**

**TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)**  
**BOND NO. 106426777**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Tri-Con Services, Inc., (hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Rowlett, (hereinafter called the Obligee), in the amount of Five Hundred Ninety-three Thousand Eighty-one And No/100THS Dollars (\$593,081.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 26 day of April, 2016, for Emergency Sewer Line Repair, South of SH 66 between Dexham Road and Centerville Road, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

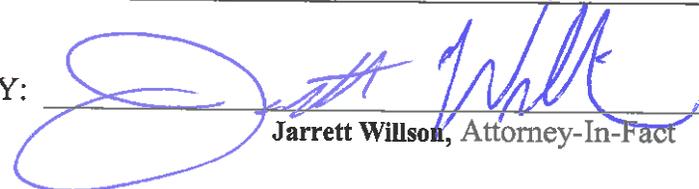
PROVIDED. HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26 day of April, 2016.

PRINCIPAL: Tri-Con Services, Inc.

BY: 

SURETY: Travelers Casualty and Surety Company of America

BY: 

Jarrett Willson, Attorney-In-Fact

**PERFORMANCE BOND**

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

That Tri-Con Services Inc. of the City of Rowlett, County of Dallas, and the State of Texas, as principal and \_\_\_\_\_ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of Five hundred ninety three thousand eighty one dollars and no cents (\$593,081.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

**WHEREAS**, The Principal has entered into a certain written Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the work and all covenants, conditions and agreements said Contract to be observed and performed, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents therein annexed, then this obligation shall be void, otherwise to remain in full force and effect. It is further agreed that this Bond shall be a continuous obligation against the Principal and each member of said Principal who is a party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach until the full amount hereof shall have been exhausted; and the liability of the sureties on this Bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the Contract or specifications or by any law or ordinance. The penal sum hereof shall increase without notice automatically and correspondingly if and as the price of the Contract is increased.

In the event Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the City for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

This bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

City of Rowlett

Construction Contract

Page 4

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the price or work to be performed thereunder. The Surety agrees to pay to the City upon demand all loss and expenses, including attorney's fees and court costs, incurred by the City by reason of or on account of any breach of the obligations of this Bond by the Surety.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Tri-Con Services Inc.  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Jack B. Gipson

Title \_\_\_\_\_

Title: Vice-President

Address: 3010 W. Main St.

Address \_\_\_\_\_

Rowlett, Texas 75088

\_\_\_\_\_

Phone: 972-475-5207 Fax: 972-475-7416

\_\_\_\_\_

The name and address of the Registered Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_

**TEXAS STATUTORY PAYMENT BOND (PUBLIC WORKS)  
BOND NO. 106426777**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, Tri-Con Services, Inc.**, (hereinafter called the Principal), as Principal, and **Travelers Casualty and Surety Company of America**, a corporation organized and existing under the laws of the State of **Connecticut**, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **City of Rowlett**, (hereinafter called the Obligee), in the amount of **Five Hundred Ninety-three Thousand Eighty-one And No/100THS Dollars (\$593,081.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

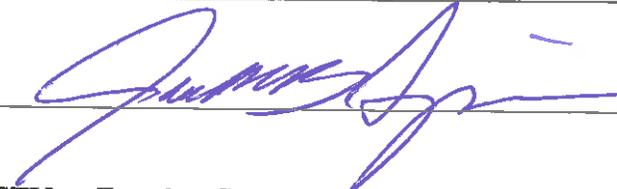
**WHEREAS**, the Principal has entered into a certain contract with the Obligee, dated the 26 day of April, 2016, for **Emergency Sewer Line Repair, South of SH 66 between Dexham Road and Centerville Road**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

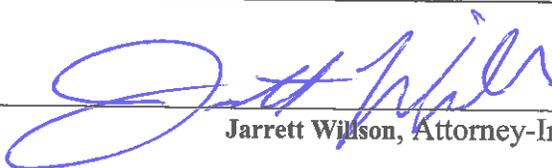
**PROVIDED. HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this 26 day of April, 2016

PRINCIPAL: Tri-Con Services, Inc.

BY: 

SURETY: Travelers Casualty and Surety Company of America

BY:   
Jarrett Willson, Attorney-In-Fact

**PAYMENT BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:**

That Tri-Con Services Inc., of the City of Rowlett, County of Dallas, and the State of Texas, as principal and \_\_\_\_\_ as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (Owner), in the penal sum of Five hundred ninety three thousand eighty one dollars and no cents (\$593,081.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

**WHEREAS**, The Principal has entered into a certain written Contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 2016, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, the condition of this obligation is such, that this Bond guarantees the full and proper protection of and prompt payment to all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said Contract and the Plans, Specifications and contract documents thereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said chapter and article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the terms or price of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, , but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond, and surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2016.

Tri-Con Services Inc.  
Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Jack B. Gipson

Title: Vice-President

Title \_\_\_\_\_

Address: 3010 W. Main St.

Address \_\_\_\_\_

Rowlett, Texas 75088

\_\_\_\_\_

Phone: 972-475-5207 Fax: 972-475-7416

\_\_\_\_\_

The name and address of the Registered Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT DATE (MM/DD/YYYY)

3/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	<b>CONTACT NAME:</b> Claudia Searle <b>PHONE (A/C, No, Ext):</b> (972) 771-4071 <b>E-MAIL ADDRESS:</b> csearle@kandsins.com	<b>FAX (A/C, No):</b> (972) 771-4695
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Tri-Con Services, Inc. P O Box 472867 Garland TX 75047	<b>INSURER A:</b> Cincinnati Insurance Companies <b>10677</b>	
	<b>INSURER B:</b> Texas Mutual Insurance Co. <b>22945</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0313095	3/10/2016	3/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0313095	3/10/2016	3/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EPP0313095	3/10/2016	3/10/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF-0001127892	3/10/2016	3/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*Additional Insured/Primary & Non-Contributory/Waiver of Subrogation form #GA233 02/07 applies to the General Liability policy.  
 \*Additional Insured form AA4171 11/05 & Waiver of Subrogation form AA4172 09/09 apply to the Auto Liability policy.  
 \*Waiver of Subrogation form #WC420304B applies to the Workers Compensation policy.  
 SEE ATTACHED PAGE

**CERTIFICATE HOLDER****CANCELLATION**

City of Rowlett Buyer/Finance & Administration P.O. Box 99 Rowlett, TX 75030-0099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Gary Thompson/SEARLE <i>Gary W. Thompson</i>
--	---

## COMMENTS/REMARKS

ATTACHMENT 1

### GENERAL LIABILITY

Blanket Additional Insured - automatic status if required by written contract between the named insured and any person or organization that requires such status.

Primary & Non-Contributory wording if required by written contract between the named insured and any person or organization that requires such status.

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form #IA4087 08/11 (Except Non-payment; 10 Days)

### AUTOMOBILE LIABILITY

Blanket Additional Insured if required by written contract between the named insured and any person or organization that requires such status.

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form #IA4087 08/11 (Except Non-payment; 10 Days)

### WORKERS COMPENSATION

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form #WC420601 (Except Non-payment; 10 Days)

\*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

(Sample Form)

**Certificate of Insurance**

TO: \_\_\_\_\_ Date: \_\_\_\_\_

Owner \_\_\_\_\_ Project No. \_\_\_\_\_

Address \_\_\_\_\_ Type of \_\_\_\_\_

THIS IS TO CERTIFY THAT \_\_\_\_\_

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

**Type of Insurance**

Policy No.	Effective	Expires	Limits of Liability
Worker's Compensation			
Public Liability			
Contingent Liability			
Property Damage			
Builder's Risk			
Automobile			
Other			

City of Rowlett

Construction Contract

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:

\_\_\_\_\_

Descriptions of Operations Covered:

\_\_\_\_\_

The above referenced policies may not be changed, canceled, or reduced in coverage without at least thirty (30) days advance written notice of such change or cancellation being given to the Owner.

Where applicable local laws or regulations require more than thirty days actual notice of change or cancellation to the insured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

\_\_\_\_\_ By: \_\_\_\_\_

Name of Insurer

Title \_\_\_\_\_

Bond # 106426777

MAINTENANCE BOND

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That Tri-Con Services, Inc of the City of Rowlett, County of Dallas, and the State of Texas, as principal and Travelers Casualty and Surety Company of America as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Rowlett, Texas (City), in the penal sum of Five Hundred Ninety Three Thousand Eighty One Dollars & 00/00 (\$ 593,081.00 )

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal has entered into a certain written Contract with the City, dated the 26 day of April, 2016 which Contract, Plans and Specifications and contract documents are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Project: Emergency Sewer Line Repair, South of SH 66 between Dexham Road and Centerville Road.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall, for a period of two (2) years from and after the date of final payment for the Work by the City: 1) maintain and keep in good repair, and replace or repair and correct any and all defects arising in the Work, whether resulting from defective materials or defective workmanship; and, 2) make and perform all necessary repairs, reconstruction and renewal of any part of said Work, and furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the Work; after such period this obligation shall be null and void; otherwise to remain in full force and effect.

The Contractor shall reimburse the City for the costs of all engineering and special services required to be furnished by the City which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the period set forth herein. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the said Contractor under the conditions prescribed by Contract, Plans, Specifications and contract documents; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the City, it is agreed that the City may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the damages (including

liquidated damages) described in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

The Surety hereby waives notice of any alteration or extension of time made by the City. Whenever Contractor shall be, and declared by the City to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly: 1) complete the Contract in accordance with its terms and conditions, and 2) hold and save the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

It is further agreed that the obligations of this Bond shall be continuing against the Principal and Sureties herein, and that successive recoveries may be had for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected by any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26 day of April, 2016.

Tri-Con Services, Inc.  
Principal  
By [Signature]  
Title President  
Address 3010 W. Main St.  
Rowlett TX 75088

Travelers Casualty and Surety Company of America  
Surety  
By [Signature]  
Title Jarrett Willson  
Attorney-in-fact  
Address 1301 E Collins Blvd #111  
Richardson, TX 75081

Registered Agent of Surety is:  
K&S Insurance Agency  
2255 Ridge Rd. #333 Rockwall TX 75087

**NOTE: Date of Maintenance Bond must not be prior to date of Contract.**  
**NOTE: A Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229399

Certificate No. 006396139

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeremy Barnett, Tony Fierro, Johnny Moss, Jay Jordan, Mistie Beck, Steven W. Searcey, Jade Porter, Robert G. Kanuth, and Jarrett Willson

of the City of Rockwall, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



## IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267)675-3057  
(267)675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P O Box 149104  
Austin, TX 78714-9104

(800)252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001

**PREVAILING WAGE RATES**

### **Pertinent Information Regarding Wage Rate Determinations and Monitoring**

1. The Prevailing Wage Rate Determination is defined as (1) the Prevailing Wage Rate Determination Information sheet (document number WR1001), (2) the Prevailing Wage Rate Determination for Building Construction Trades, and (3) the Department of Labor (DOL) Heavy Highway Determination. The DOL Heavy Highway rates are to be paid to workers engaged in site work determined to be five (5) feet beyond the building, extending to the property boundary.
2. The General Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. It shall be the responsibility of the City to ensure compliance.
3. The City shall ensure that not less than the posted, specified rates are paid to all classifications of workmen, mechanics and laborers employed by the General Contractor and/or Subcontractors, in the execution of their contract with the City. Contractors and Subcontractors will be monitored to ensure they are paying prevailing wage rates.

A contractor or subcontractor who violates this section shall pay to the City on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

The City shall use any money collected under this section to offset the costs incurred in the administration of this task.

4. The City shall take cognizance of wage rate disputes and/or complaints of all violations of the provisions of Chapter 2258 Texas Government Code Title 10. Labor interviews will be conducted as required by the Davis-Bacon Act.
5. The City is **not** requiring that **fringe benefits** be paid on the project.
6. The rates specified in the bid documents are journeyman rates. The apprentice rate is commensurate with the experience and skill of the worker, but at a rate not less than 60% of the journeyman's wage. At no time shall a journeyman supervise more than one (1) apprentice.

Note: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

## **Prevailing Wage Rate Determination Information**

The following information is taken from Chapter 2258 Texas Government Code Title 10:

### **2258.021 Duty of Governmental Entity to Pay Prevailing Wage Rates**

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it;
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate if per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

### **2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.22 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state (City) on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

### **2258.051 Duty of Public Body to Hear Complaints and Withhold Payment**

A public body awarding a contract, and an agent or officer of the public body, shall;

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

### **Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes and disposes of asbestos materials.
Carpenter	Worker who builds wood structures, or structures of any material which has replace wood. Includes rough and finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings - vinyl tile.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communication-Telecom Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Drywall Installer/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems, and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation and maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes but not limited to all cat tractors, all derrick-powered, all power operated cranes, back hoe, back filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays, or install insulation.
Iron Worker	Skilled craftsman who erects structural steel framing and installs structural concrete rebar.

## Worker Classification Definition Sheet (cont.)

Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes but not limited to air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14 cf), conveyer.
Mason	Craftsman who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and cold tar), felts, flashings, all types roofing membranes and associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings, and curbs, ductwork, mechanical equipment, and associated metals.
Sprinkler Fitter equipment.	Worker who installs fire sprinkler systems and fire protection
Terrazzo Worker	Craftsman who places and finishes Terrazzo.

**Tile Setter**

**Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.**

**Waterproofer/Caulker**

**Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed on.**

**CITY OF ROWLETT PREVAILING WAGE RATES  
Heavy Construction Projects TX160028 3/18/16 TX28**

The following wage rates have been determined by the City of Rowlett to be the prevailing rates applicable to **Heavy Construction work as taken from the General Wage Decision Number #TX160028 3/18/16 TX 28.**

General Decision Number: TX160028 03/18/2016 TX28

Superseded General Decision Number: TX20150028

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall  
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling  
Where the Tunnel is 48" or Less in Diameter)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	03/18/2016

\* PLUM0100-002 05/01/2015

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.54	10.36

-----  
SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 7.467	

City of Rowlett

Construction Contract

**CITY OF ROWLETT PREVAILING WAGE RATES  
Heavy Construction Projects TX160028 3/18/16 TX28**

Pipelayer.....\$ 7.828

Power equipment operators:

Backhoe.....\$ 10.804  
Crane.....\$ 10.942  
Front End Loader.....\$ 9.163  
Tunneling Machine (48" or  
less).....\$ 9.163

TRUCK DRIVER.....\$ 8.528

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing  
the wage determination. 07/01/2014 is the effective date of the  
most current negotiated rate, which in this example is July 1,  
2014.

City of Rowlett

Construction Contract

**CITY OF ROWLETT PREVAILING WAGE RATES**  
**Heavy Construction Projects TX160028 3/18/16 TX28**

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

**City of Rowlett**

**Construction Contract**

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Heavy Construction Projects TX160028 3/18/16 TX28**

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

City of Rowlett

Construction Contract

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Highway Construction TX160035 1/8/2016 TX35**

The following wage rates have been determined by the City of Rowlett to be the prevailing rates applicable to **Highway Construction work as taken from the General Wage Decision Number #TX160035 1/8/16 TX35.**

General Decision Number: TX160035 01/08/2016 TX35

Superseded General Decision Number: TX20150035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		

City of Rowlett

Construction Contract

**CITY OF ROWLETT PREVAILING WAGE RATES**  
**Highway Construction TX160035 1/8/2016 TX35**

	Rates	Fringes
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade		
Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	
Concrete Pavement		
Finishing Machine.....	\$ 16.05	
Concrete Saw.....	\$ 14.48	
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	
Excavator, 50,000 pounds		
or less.....	\$ 17.19	
Excavator, over 50,000		
pounds.....	\$ 16.99	
Foundation Drill , Truck		
Mounted.....	\$ 21.07	
Foundation Drill, Crawler		
Mounted.....	\$ 17.99	
Front End Loader 3 CY or		
Less.....	\$ 13.69	
Front End Loader, over 3 CY.	\$ 14.72	
Loader/Backhoe.....	\$ 15.18	
Mechanic.....	\$ 17.68	
Milling Machine.....	\$ 14.32	
Motor Grader, Fine Grade....	\$ 17.19	
Motor Grader, Rough.....	\$ 16.02	
Pavement Marking Machine....	\$ 13.63	
Reclaimer/Pulverizer.....	\$ 11.01	
Roller, Asphalt.....	\$ 13.08	
Roller, Other.....	\$ 11.51	
Scraper.....	\$ 12.96	
Small Slipform Machine.....	\$ 15.96	
Spreader Box.....	\$ 14.73	
Servicer.....	\$ 14.58	

City of Rowlett

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Highway Construction TX160035 1/8/2016 TX35**

Steel Worker (Reinforcing).....\$ 16.18

TRUCK DRIVER

Lowboy-Float.....\$ 16.24  
Off Road Hauler.....\$ 12.25  
Single Axle.....\$ 12.31  
Single or Tandem Axle Dump  
Truck.....\$ 12.62  
Tandem Axle Tractor with  
Semi Trailer.....\$ 12.86  
Transit-Mix.....\$ 14.14

WELDER.....\$ 14.84

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

City of Rowlett

Construction Contract

**CITY OF ROWLETT PREVAILING WAGE RATES  
Highway Construction TX160035 1/8/2016 TX35**

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

- 1.) Has there been an initial decision in the matter? This can be:

**City of Rowlett**

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Highway Construction TX160035 1/8/2016 TX35**

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

City of Rowlett

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Building Construction TX160291 4/1/2016 TX291**

The following wage rates have been determined by the City of Rowlett to be the prevailing rates applicable to **Building Construction work as taken from the General Wage Decision Number #TX160291 4/1/16 TX291.**

General Decision Number: TX160291 04/01/2016 TX291

Superseded General Decision Number: TX20150291

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016

ASBE0021-011 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 21.52	7.15
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BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

**City of Rowlett**  
**Construction Contract**

**CITY OF ROWLETT PREVAILING WAGE RATES**  
**Building Construction TX160291 4/1/2016 TX291**

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 \* CARP1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

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 ELEV0021-006 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.01	29.985+a

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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 ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

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 IRON0263-005 06/01/2015

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.00	6.55

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 PLUM0100-005 05/01/2015

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 29.54	10.36
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 29.54	10.36

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 SUTX2014-017 07/21/2014

City of Rowlett

Construction Contract

**CITY OF ROWLETT PREVAILING WAGE RATES  
Building Construction TX160291 4/1/2016 TX291**

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13	2.97
CAULKER.....	\$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16
ELECTRICIAN (Communication Technician Only).....	\$ 16.40	2.87
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32	0.00
GLAZIER.....	\$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26	0.00
INSTALLER - SIGN.....	\$ 15.61	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.24	0.00
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64	0.00

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Building Construction TX160291 4/1/2016 TX291**

LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 14.50	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.23
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 13.00	0.50
OPERATOR: Forklift.....	\$ 13.38	0.81
OPERATOR: Grader/Blade.....	\$ 13.05	0.00
OPERATOR: Loader.....	\$ 14.02	1.82
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping).....	\$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.28	3.04
PLASTERER.....	\$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.70	5.65
ROOFER.....	\$ 17.19	0.00

City of Rowlett

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**CITY OF ROWLETT PREVAILING WAGE RATES  
Building Construction TX160291 4/1/2016 TX291**

SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.25	15.55
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

**CITY OF ROWLETT PREVAILING WAGE RATES  
Building Construction TX160291 4/1/2016 TX291**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

**City of Rowlett**

**Construction Contract**

**CITY OF ROWLETT PREVAILING WAGE RATES**  
**Building Construction TX160291 4/1/2016 TX291**

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

**City of Rowlett**

**Construction Contract**

**CITY OF ROWLETT PREVAILING WAGE RATES**  
**Building Construction TX160291 4/1/2016 TX291**

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

**EXHIBIT "D"**

**WORKER'S COMPENSATION COVERAGE PROVISIONS**

**SECTION WC****WORKERS' COMPENSATION INSURANCE COVERAGE****WC.1**      **DEFINITIONS**

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the contractor's/persons work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 1.03): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, CITY-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

**WC.2**                    The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

**WC.3**                    The contractor must provide a certificate of coverage to governmental entity prior to being awarded the contract.

**WC.4**                    If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- WC.5** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project, and,
  - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- WC.6** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- WC.7** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knows or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- WC.8** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.
- WC.9** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and,

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

**WC.10** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**WC.11** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**WC.12** The contractor shall indemnify the governmental entity and hold it harmless for any amounts sought against the governmental entity by any employee or independent sub-contractor. The contractor further agrees to assist City in the defense of any attempts to assert a worker's compensation subrogation lien by any medical insurer, including, but not limited to, the release and disclosure of all files and documents that would be relevant or pertinent to the City's defense.

**EXHIBIT "E"**  
**EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS**

**SECTION EEO**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**INDEX**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>
EEO.1	DESCRIPTION
EEO.2	WORKING ENVIRONMENT
EEO.3	ON-THE-JOB TRAINING
EEO.4	REVIEW
EEO.5	DISSEMINATION
EEO.6	RECRUITMENT
EEO.7	INVENTORY
EEO.8	MONITORING
EEO.9	FACILITIES
EEO.10	RECORDS
EEO.11	ADHERENCE

**SECTION EEO****EQUAL EMPLOYMENT OPPORTUNITY****EEO.1**      **DESCRIPTION**

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The Contractor shall implement affirmative action steps at least as extensive as described herein.

**EEO.2**      **WORKING ENVIRONMENT**

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**EEO.3**      **ON-THE-JOB TRAINING**

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs.

**EEO.4**      **REVIEW**

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**EEO.5**      **DISSEMINATION**

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**EEO.6**      **RECRUITMENT**

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**EEO.7**      **INVENTORY**

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**EEO.8**      **MONITORING**

Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**EEO.9**      **FACILITIES**

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**EEO.10**      **RECORDS**

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**EEO.11**      **ADHERENCE**

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**The following information applies ONLY  
to an awarded Bidder/Respondent**

**Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

**The Filing Process:**

1. Prior to award by the City of Rowlett Council, your firm will be required to log in to the Texas Ethics Commission [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate number". Your firm must print, sign and notarize Form 1295.
3. Within **ten (10) business days** from notification of pending award by the City of Rowlett Purchasing Agent, the completed Form 1295 **must** be submitted.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modifications and/or amendments to a City of Rowlett contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call The Texas Ethics Commission at 512-463-5800.

**BY SIGNING ON "COMPLIANCE PAGE" YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Rowlett Purchasing Agent. Failure to do so may result in terminating this contract for default.

### DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Rowlett Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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Authorized Signature



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

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 7G

**TITLE**

Consider action to approve a resolution accepting cooperatively bid pricing and awarding a contract to Synetra, Incorporated in the amount of \$65,910 to replace 38 existing desktop computers and 11 laptops (JB DesktopEliteBook Quote Exhibit A) located within the police and fire departments through the interlocal cooperative purchasing agreement with the Texas Comptroller of Public Accounts and the Department of Information Resources (DIR) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

**STAFF REPRESENTATIVE**

Joe Beauchamp, Chief Information Officer

**SUMMARY**

The purpose of this item is to award the bid for 38 HP ProDesk 600 G1 PCs to Synetra, Incorporated in the amount of \$48,878.00 and 11 HP Elitebook 850 G2 laptops in the amount of \$21,032.00. These desktop and laptop units include a three-year, next business day warranty and will replace outdated technology currently used by City of Rowlett staff. These are business class PCs and we will receive business class support.

**BACKGROUND INFORMATION**

To ensure staff has the latest technology, the City of Rowlett currently follows a three-year replacement plan for desktops, laptops and tablets. The current desktop inventory, originally purchased in September 2010 and July 2011, is overdue for replacement.

In September 2010, the City purchased 100 Nexlink desktop computers with the approval of City Council (RES-080-10). These systems were due to be replaced in September 2013. The systems are currently operating out of warranty. There was no option to extend the warranty due to internal components reaching end-of-life. As of May 2016, City staff will have used these systems two years and eight months past the established replacement cycle.

An additional 100 Nexlink computers were purchased with Council approval in July 2011 (RES-085-11). The manufacturer would not extend the warranty due to end-of-life components. At this time, City staff have used these systems 22 months past the replacement cycle.

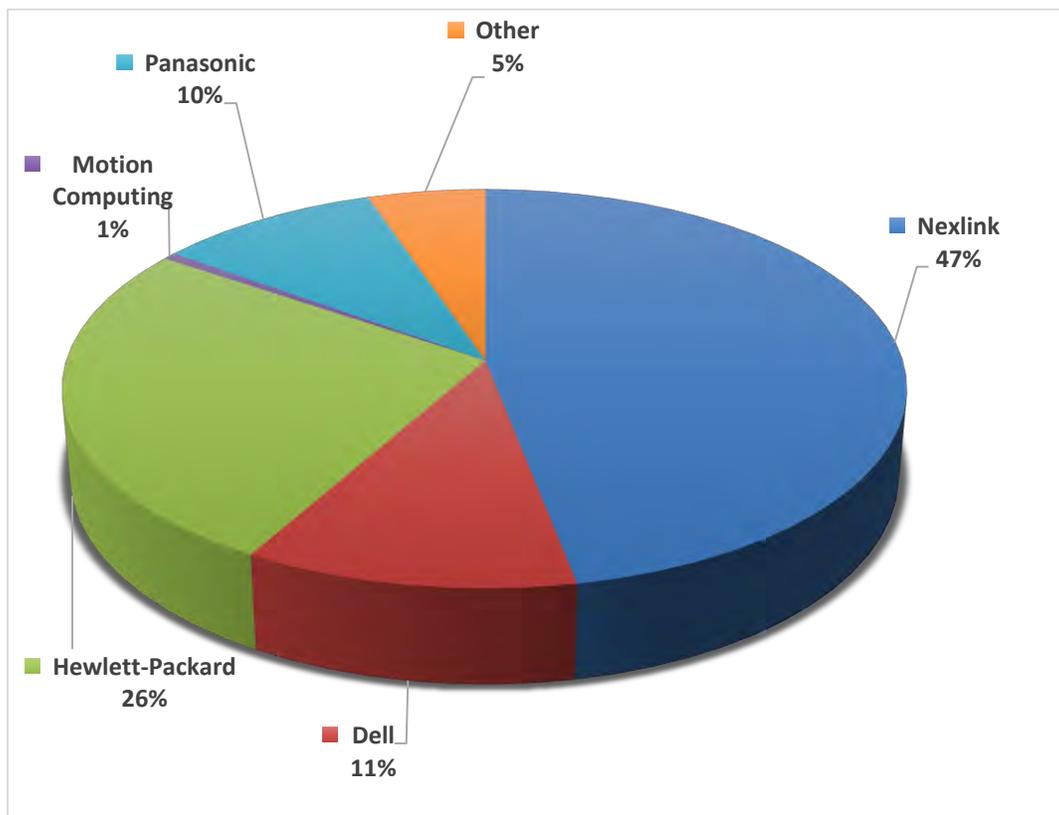
**DISCUSSION**

Due to the aging technology infrastructure, limited staff resources and high volume of mission critical projects, the desktop replacement cycle was postponed between FY2013-FY2015 in order to focus on very large projects that included: replacing the phone system, all City file servers

(70+), re-cabling the police department and City Hall, implementing the ERP system, and completely rebuilding the technology infrastructure. These items were our highest priorities at that time. It is now time to begin replacing personal computing devices in accordance with our three-year replacement strategy.

City staff selected Synetra, Inc., a Texas Department of Information Resources approved vendor (DIR-TSO-2538).

Nexlink computers comprise the largest segment of desktop computers used at the City of Rowlett. These systems have experienced numerous hardware failures of major components such as the motherboard, system fan, and video card. Continued uses of these systems jeopardize the ability for staff to remain productive and meet the escalating demands of software developed to make use of more efficient computing power. The IT department currently maintains an inventory of replacement parts that are purchased as components fail.



*Current City of Rowlett PC Inventory*

These computers will replace existing systems purchased in September 2010 and are currently used at the police and fire departments.

The IT department will continue to follow the three-year replacement cycle and purchase additional personal computers beginning in FY2017.

## FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$66,000.00 is included in the FY2016 IT budget for the specific purpose of replacing the City of Rowlett's desktop and laptop computers. Per policy, one-third of the organization's desktops are replaced each year. Currently, the City of Rowlett follows a three-year replacement cycle for desktops, laptops and tablets. The desktop computers in use at the City of Rowlett were purchased in September 2010 (RES-080-10) and July 2011 (RES-085-11).

Budget Account Number	Account Title	Budget Amount	Proposed Amount
1013001-6301	Maintenance – Computer Hardware	\$139,581.00	\$65,910.00
<b>Total</b>		<b>\$139,581.00</b>	<b>\$65,910.00</b>

## RECOMMENDED ACTION

City staff recommends the City Council approve a resolution accepting the quote and awarding a contract to Synetra, Incorporated in the amount of \$65,910.00 for the police and fire department desktop replacement project through the interlocal cooperative purchasing agreement with the Texas Comptroller of Public Accounts and the Department of Information Resources (DIR) and authorizing the City Manager, after City Attorney approval, to execute the necessary documents for said purchase.

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE BID OF AND AWARDING A CONTRACT TO SYNETRA, INCORPORATED IN THE AMOUNT OF \$65,910.00 FOR THE PURCHASE OF 38 DESKTOP AND 11 LAPTOP COMPUTERS THROUGH THE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND THE DEPARTMENT OF INFORMATION RESOURCES (DIR); AUTHORIZING THE CITY MANAGER, AFTER CITY ATTORNEY APPROVAL, TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to purchase personal computers to replace outdated computers for the City of Rowlett staff; and

**WHEREAS**, computer replacement is part of a three-year strategic plan for information technology upgrades; and

**WHEREAS**, an interlocal agreement has been established between the City of Rowlett and Texas Comptroller of Public Accounts and the Department of Information Resources (DIR); and

**WHEREAS**, competitive bids have been obtained and cooperative purchasing contracts have been established by the Texas Comptroller of Public Accounts and the Department of Information Resources (DIR) for said products; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to accept the bid of and award a contract to Synetra, Incorporated for specified equipment, and desires to authorize the execution of the necessary documents for said products and services.

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

**Section 1:** That the City Council of the City of Rowlett does hereby approve the bid of and award a contract to Synetra, Incorporated (DIR-TSO-2538) in an amount not to exceed \$65,910.00 for the purchase of 38 HP ProDesk 600 G1 Business PCs and 11 HP Elitebook 850 G2 laptops through the interlocal cooperative purchasing agreement with the Texas Comptroller of Public Accounts and the Department of Information Resources (DIR), in accordance with the quotation attached hereto and incorporated herein as Exhibit "A."

**Section 2:** That the City Council does hereby authorize the City Manager to execute the agreement on the City's behalf, after City Attorney approval, and to issue appropriate purchase orders to conform to this resolution.

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

## **ATTACHMENTS**

Exhibit A – DesktopEliteBook Quote



# QUOTE

Sold To: City of Rowlett  
 Joey Brock  
 4004 Main St.  
 Rowlett, TX 75088  
 United States

Ship To: City of Rowlett  
 Joey Brock  
 4004 Main St.  
 Rowlett, TX 75088  
 United States

Date	Quote #
02/11/16	AAAQ22774
Terms	Rep
N30	RWILKINS

Phone: 214-499-2903

Exp. Date 3/10/2016

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1			<b>DIR-TSO-2538</b>		
2	38	C8T90AV	HP ProDesk 600 G1 Tower Desktop PC	\$1,181.00	\$44,878.00
3	38	C8T85AV	HP ProDesk 600 TWR STD Chassis	\$0.00	\$0.00
4	38	G9Z74AV	HP Intel(R) Core(TM) i7-4790 3.6G 8M HD 4600 CPU	\$0.00	\$0.00
5	38	C8T30AV	HP 16GB DDR3-1600 DIMM (2x8GB) RAM	\$0.00	\$0.00
6	38	K8E64AV	HP 256GB SSD SATA 2.5IN	\$0.00	\$0.00
7	38	F4L92AV	HP 15-IN-1 USB3 3.5 MCR	\$0.00	\$0.00
8	38	C8U15AV	HP SuperMulti DVDRW Optical Drive	\$0.00	\$0.00
9	38	N1G66AV	CTO W10P6 64-BIT OS	\$0.00	\$0.00
10	38	C8T86AV	HP ProDesk 600 Country Kit (Includes a Quick Setup and Getting Started manual in English and a country-specific power cord)	\$0.00	\$0.00
11	38	E0N05AV	HP USB Standard Keyboard	\$0.00	\$0.00
12	38	C8N39AV	HP USB Mouse	\$0.00	\$0.00
13	38	C8N62AV	HP Single Unit (TWR) Packaging	\$0.00	\$0.00
14	38	C8T45AV	HP 3/3/3 TWR Warranty	\$0.00	\$0.00
				SubTotal	\$44,878.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$44,878.00</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



## QUOTE

Sold To: City of Rowlett  
 Joe Beauchamp  
 4004 Main St.  
 Rowlett, TX 75088  
 United States

Ship To City of Rowlett  
 Joe Beauchamp  
 4004 Main St.  
 Rowlett, TX 75088  
 United States

Date	Quote #
04/07/16	AAAQ22916
Terms	Rep
N30	JCALHOUN

Phone: 214-499-2903

Exp. Date 5/7/2016

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1			<b>DIR-TSO-2538</b>		
2	11	G8T19AV	HP ELITEBOOK 850 G2 I7-5600U 2.6Ghz	\$1,912.00	\$21,032.00
3	11	G8T45AV	HP 16GB 1600MHZ DDR3L 2DM	\$0.00	\$0.00
4	11	G8T56AV	HP 256GB SATA-3 SED OPAL2 SSD	\$0.00	\$0.00
5	11	G8T37AV	HP 15.6IN LED HD SVA AG F/CAM	\$0.00	\$0.00
6	11	G8T08AV	HP 65W AC ADAPTER	\$0.00	\$0.00
7	11	G8T14AV	HP 3CELL 50WHR BATTERY	\$0.00	\$0.00
8	11	G8T82AV	HP WINDOWS 7 PRO 64 BIT	\$0.00	\$0.00
9	11	G8T60AV	HP INTEL 7265AN ABGN 2X2 +BT 4.0	\$0.00	\$0.00
10	11	G8T62AV	HP NO WWAN 850	\$0.00	\$0.00
11	11	G8T35AV	HP WEBCAM INTEGRATED 720P HD	\$0.00	\$0.00
12	11	G8T71AV	HP COUNTRY KIT	\$0.00	\$0.00
13	11	G8T69AV	HP FINGERPRINT READER	\$0.00	\$0.00
14	11	G8T70AV	HP NO FLASH	\$0.00	\$0.00
15	11	G8T90AV	HP BACKLIT DUALPOINT KEYBOARD	\$0.00	\$0.00
16	11	XU979AV	HP ESTAR PCID MODULE	\$0.00	\$0.00
17	11	VM939AV	HP MS WINDOWS 7 LOGO	\$0.00	\$0.00
18	11	G0N62AV	HP CORE I7 VPRO 14 BLU LABEL	\$0.00	\$0.00
19	11	G8T67AV	HP NEAR FIELD COMMUNICATION MODULE	\$0.00	\$0.00
20	11	D9Y19AV	HP ULTRASLIM DOCKING STATION	\$0.00	\$0.00

## EXHIBIT A

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
21	11	G8T72AV	HP 1.8M POWER CORD	\$0.00	\$0.00
22	11	J2B54AV	HP VPRO TECHNOLOGY ENABLED	\$0.00	\$0.00
23	11	G8W97AV	HP 3/3/0 WARRANTY	\$0.00	\$0.00
24	11	B3M72AV	HP 3YR BATTERY WARRANTY	\$0.00	\$0.00
25	11	U4414E	HP Care Pack - 3 Year - Service - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor - Physical Service(Next Business Day)	\$0.00	\$0.00
				SubTotal	\$21,032.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$21,032.00</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/03/16

**AGENDA ITEM:** 8A

**TITLE**

Consider a resolution granting a request for a variance from the distance requirement for El Centro Mexican Restaurant, located at 3813 Main Street, Downtown Rowlett, wishing to sell alcoholic beverages for on premise consumption.

**STAFF REPRESENTATIVE**

Laura Hallmark, City Secretary  
Nathan Weber, Economic Development Specialist

**SUMMARY**

The City of Rowlett adopted the Texas Alcoholic Beverage Commission (TABC) distance requirements for businesses selling alcoholic beverages for on premise consumption. These requirements relate to the minimum distance such businesses may locate from a school, church, or hospital. In January, 2013, City Council amended the Code of Ordinances to allow for a variance process should a business wish to locate within the minimum distance. This item is to consider such a request.

**BACKGROUND INFORMATION**

In 2004, Rowlett voters approved beer and wine sales for on premise consumption and the guidelines regulating those businesses. The Texas Alcoholic Beverage Code §109.33 outlines a 300 foot distance requirement from schools, churches or hospitals:

***Sec. 109.33. SALES NEAR SCHOOL, CHURCH, OR HOSPITAL.***

*(a) The commissioners court of a county may enact regulations applicable in areas in the county outside an incorporated city or town, and the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the sale of alcoholic beverages by a dealer whose place of business is within:*

*(1) 300 feet of a church, public or private school, or public hospital;*

This section of the Code also allows the governing body of a municipality to grant variances. This process was approved by the Council in January, 2013, by adoption of Ordinance 001-13, which states the following:

***Sec. 10-33. Variances.***

*(a) Upon application, the city council may hear and determine whether and to the extent that a variance from the distance requirements imposed by section 10-32(a) of this article should be granted.*

*(b) The council may grant a variance to section 10-32(a) if it determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.*

## **DISCUSSION**

El Centro Mexican Restaurant is located at 3813 Main Street in Downtown Rowlett and is interested in serving alcoholic beverages for on premise consumption. TABC allows this type of license (RM) with a food and beverage certificate.

El Centro is located in close proximity to two churches (Distance Map – Attachment 1). TABC guidelines outline the specific way in which measurements must be taken in order to ensure the minimum distance requirements are met. The Texas Alcoholic Beverage Code §109.33 outlines that process as follows:

### **Sec. 109.33. SALES NEAR SCHOOL, CHURCH, OR HOSPITAL.**

*(b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:*

*(1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections;*

Due to the location of the restaurant and its proximity to two churches, El Centro would be ineligible for the sale of alcoholic beverages for on premise consumption according to the TABC guidelines and the City's regulations. For this reason, the applicant is requesting a variance from the distance requirement.

As a frame of reference, Bankhead Brewery is located across the street from this location and is licensed by TABC. This location was located outside of the 300 foot distance requirements.

El Centro has contacted the Pastor for Freedom Place Church, located adjacent to the property and was notified that the church has no opposition to the sale of alcoholic beverages for on premise consumption (Church Letter – Attachment 3).

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

While staff has no formal recommendation as this is a Council decision, staff would note that such uses are consistent with the vision of downtown.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, GRANTING A VARIANCE FROM THE DISTANCE REQUIREMENT FOR EL CENTRO MEXICAN RESTAURANT LOCATED AT 3813 MAIN STREET, DOWNTOWN ROWLETT, TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett, Texas has prescribed a process by which it may grant a variance from the 300-foot distance requirements as set forth in Section 10-32 of the Code of Ordinances, City of Rowlett, Texas, regarding the proximity of alcoholic beverage sales to a school, church, or hospital; and

**WHEREAS**, the City Council of the City of Rowlett, Texas, after review and deliberation has determined that enforcement of the distance prohibition in this particular instance is not in the best interest of the public for the following reasons: 1) the prohibition constitutes waste or inefficient use of land or other resources, 2) the prohibition creates an undue hardship on an applicant for a license or permit, 3) the prohibition does not serve its intended purpose, and 4) the prohibition is not effective or necessary; and

**WHEREAS**, the City Council of the City of Rowlett, Texas has determined that granting a variance is in the best interest of the community.

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

**Section 1:** That the City Council of the City of Rowlett, Texas does hereby grant a variance from the 300-foot distance requirement to allow for the sale of alcoholic beverages within 300 feet of a school, church or hospital for El Centro Mexican Restaurant located at 3813 Main Street, Downtown, the City of Rowlett, Dallas County, Texas.

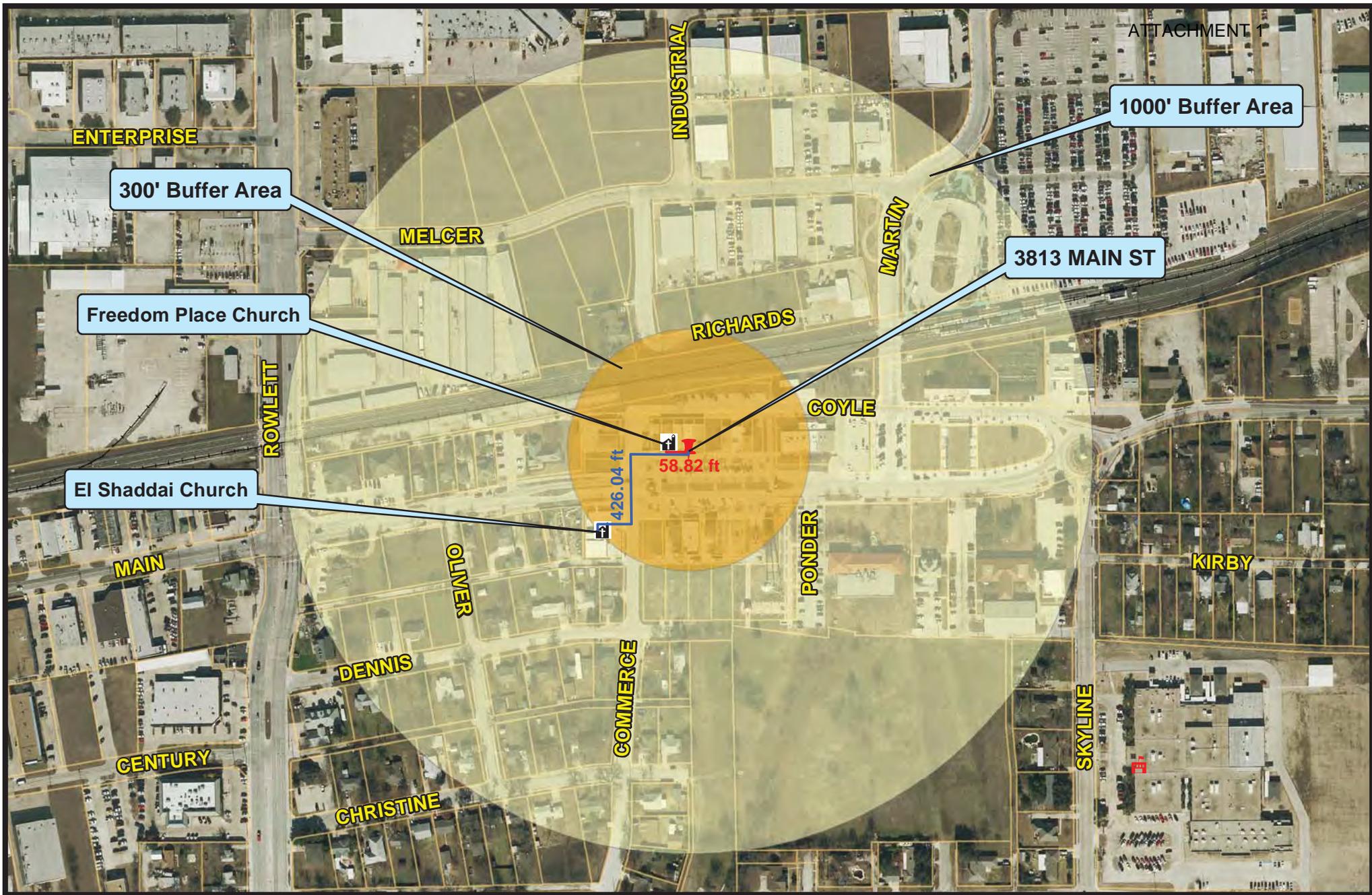
**Section 2:** This resolution shall become effective immediately upon its passage.

## **ATTACHMENTS**

Attachment 1 – Distance Map

Attachment 2 – Letter from Applicant

Attachment 3 – Church Letter



300' Buffer Area

1000' Buffer Area

3813 MAIN ST

Freedom Place Church

El Shaddai Church

426.04 ft

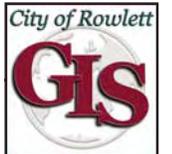
58.82 ft



-  Schools
-  Churches
-  Parks
-  Hospital
-  Day Cares

# 1000 ft & 300 ft Buffer Map

## Subject Property: 3813 MAIN ST



Dear Ms. Hallmark

We are a pre-existing restaurant in the heart of downtown Rowlett. We are located 3813 Main st. We have been in business since Sept 2014. El Centro Mexican Restaurant is a family oriented restaurant. My family and I have many years of experience in the restaurant business.

We would like to request a variance for our restaurant to sell liquor, beer and wine.(mix-beverage permit) We are requesting the variance because our business is located a within the 300ft of a local church when measured from door to door. We have spoke with the pastor Kason Huddleston at Freedom Place Church. He has indicated that he has no objection to the proposal.

We request a variance hearing with the city council on the next possible date. Please let us know if you need any additional information to set the process in motion.

Thank you,

Sincerely,

Vincent Morales  
Owner  
El Centro Mexican Restaurant  
214-227-5096

**Nathan Weber**

---

**From:** kason@intheriver.org on behalf of Kason Huddleston <kasonh@gmail.com>  
**Sent:** Thursday, April 21, 2016 10:19 AM  
**To:** Nathan Weber; harrymorales2010@yahoo.com  
**Subject:** El Centro Restaurant

Harry,

Please take this e-mail note as approval from Freedom Place Church for the sale of alcohol at El Centro Restaurant. We wish that business in your restaurant best success.

If you need this in a more formal format, just let me know.

Respectfully,

Kason Huddleston, Pastor  
Freedom Place Church  
3809 Main St  
Rowlett, TX 75088  
214-564-7159

--  
thanks!  
Kason Huddleston  
214-564-7159



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

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

**AGENDA DATE:** 05/03/2016

**AGENDA ITEM:** 8B

**TITLE**

Conduct a public hearing and consider an ordinance approving a request for a rezoning from Single Family-40 Zoning District to a Planned Development District with an underlying zoning of Single Family 5 (SF-5) for the purpose of constructing a single family neighborhood. The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 8.437 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas.

**STAFF REPRESENTATIVE**

Garrett Langford, AICP, Principal Planner

**SUMMARY**

The applicant is requesting to rezone 8.367 +/- acres along Miller Road (Attachment 1 – Location Map) from Single Family-40 (SF-40) Zoning District to a Planned Development (PD) District with an underlying zoning of SF-5. The purpose of this rezoning is to build a 39-lot single-family subdivision (Exhibit C – Statement of Intent and Purpose).

The Planning and Zoning Commission recommended approval of this item at their April 12, 2016, regular meeting on a 5-2 vote with Commissioners James Moseley and Stephen Ritchey dissenting. The item was discussed under Item C2, which can be viewed at the following link: <http://rowlettx.swagit.com/play/04122016-1425>.

**BACKGROUND INFORMATION**

The subject property is located along the north side of Miller Road 300 feet west of Miller Road and Dorchester Drive. The subject property is bounded by an existing subdivision to the north and east, which is currently zoned Planned Development 2-7-84A (single family residential). To the west, are larger single family tracts zoned SF-40. To the south of Miller Road are single family residences zoned Single Family 10.

Listed on the following page is the history of City-initiated zoning changes for the subject property.

<b>ZONING HISTORY</b>	
1959	Annexed and zoned R-1
1988	Zoned SF-10/21 (R-1)
1997	Single Family Estate Residential Zoning District (SF-E)
2006	Single Family 40 (SF-40)

To provide historical context, the prior R-1 and SF-10/21 zoning districts required a minimum lot size of 10,000 square feet. The property was rezoned in 1997 as part of the City-wide rezoning to the SF-E zoning district, which requires a minimum lot size of one acre. The SF-E was replaced with the SF-40 district in 2006 with the adoption of the Rowlett Development Code. The SF-40 requires a minimum lot size of 40,000 square feet.

The applicant is requesting a PD with an underlying zoning of SF-5 with modified development standards (Exhibit D – Development Standards). The modified dimensional standards compared to the RDC standards are listed in the table below. If approved, the proposed development will follow the standard requirements in the RDC except for those requirements specified in the Development Standards and the Concept Plan. The applicant’s Concept Plan proposes a single family subdivision with a minimum lot size at 5,750 square feet (Exhibit E – Concept Plan). The proposed development will allow front entry homes with garage doors that face the street.

	<b>SF-5</b>	<b>PD Standards</b>
Dwelling Size	1,500 square feet	1,850 square feet
Lot Size	5,000 square feet	5,750 square feet
Lot Width	50 feet	50 feet
Lot Depth	100 feet	115 feet
Front Setback	10 feet	20 feet
Rear Setback	25 feet	20 feet
Side Setback	5 feet	5 feet

The applicants are also proposing modified standards to the landscape buffer and entryway requirements to reflect the small scale of the development (Attachment 2 and 3). The modified landscaping standards compared to the RDC standards are listed in the table that follows.

	RDC Standard	PD Standards
Screening along Miller Rd	6 foot masonry wall	6 foot wrought iron fence
Tree requirement along Miller Rd	1 tree per 35 linear feet	1 tree per 40 linear feet
Primary Entryway Landscaping	9,600 square feet	1,200 square feet
Secondary Entryway Landscaping	8,400 square feet	2,500 square feet

The 2001 Comprehensive Plan established the subject property and the surrounding area as “residential low density.” The 2001 Comprehensive Plan was replaced when City Council adopted the Realize Rowlett 2020 Comprehensive Plan in 2011. The subject property is not located within one of the 13 opportunity areas identified in the Realize Rowlett 2020 Comprehensive Plan. For areas outside of the opportunity area, the Plan states that the existing zoning and the Guiding Principles should be considered in decisions on rezoning. It is staff’s view that the proposal will provide a quality development that meets the criteria for a rezoning.

## DISCUSSION

Section 77-805 of the *Rowlett Development Code (RDC)* states that the Planning and Zoning Commission shall consider the following when making their recommendation to the City Council as it pertains to rezoning requests. These criteria are listed below:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

***As evidenced by the applicant’s response, the proposed rezoning does not correct an error but does meet the challenge of a changing demand. As was identified in Realize Rowlett 2020, the changing demand is for a different product type that offers quality housing on a smaller lot size.***

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code;

***The subject property is not located within one of the 13 opportunity areas identified in the Realize Rowlett 2020 Comprehensive Plan. For areas outside of the opportunity areas, the Plan states that the existing zoning and the Guiding Principles should be considered in decisions about rezoning. Staff found that the request furthers Guiding Principles #1: Value Existing Neighborhoods and Guiding Principles #3: Make Rowlett a community that is attractive to people at all stages of their lives.***

***The proposed PD will value the existing neighborhood while offering a different product type that will be attractive to people at different stages of their lives. It is staff’s opinion that a 39-lot development with 50-ft wide lots is compatible with the existing adjacent single family subdivision to the east and to the north.***

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

**Staff does not anticipate the proposed rezoning to impact negatively the health, safety, morals, or general welfare of the public. If approved, the proposed development will be required to comply with all applicable development standards in the proposed PD as well those standards in the RDC including drainage, traffic, and utility requirements.**

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

**The proposed rezoning has been reviewed from the standpoint of providing sufficient transportation access and utilities (e.g., water, sanitary sewer, stormwater drainage). Both water and sewer service are provided by the City; Staff has confirmed that both are available to the site. Prior to the approval of the Preliminary Plat, Staff will ensure adequate capacity for utilities is provided as required by City ordinances.**

**A Traffic Impact Analysis (TIA) is required by the RDC when a development will exceed more than 100 vehicles per hour or 1,000 vehicles per day. Based on the Institute for Traffic Engineers (ITE) 9<sup>th</sup> Edition of Trip Generation, a 39-lot single family development will, on average, generate 39 vehicles exiting or entering the site at peak hours between 4:00 p.m. and 6:00 pm. The expected daily average trips to and/or from the site is 371 vehicles daily. While a TIA will not be required for this development, the design of the street intersections will be required to follow all applicable traffic and engineering standards in the RDC.**

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;

**It is unlikely that the proposed rezoning will have significant adverse impacts on the natural environment.**

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

**Staff does anticipate that the proposed rezoning will not have significant adverse impacts on other properties in the vicinity including the existing single family subdivision to the south across Miller Road. The proposed 39-lot single family development is compatible with the surrounding existing single family subdivisions. The proposed 50-ft wide lots are not out of character with the existing 60-ft or 70-ft wide lots located to the north and to the east of the subject property.**

***The proposed PD includes modified landscape standards for the landscape buffer and entryways that reflects the small scale of the development. These standards will provide for sufficient buffering and landscaping along Miller Road.***

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

***Given its location along a major arterial road and its adjacency to existing single family subdivisions to the east and to the north, the property is suited for a higher density single family zoning than what is allowed under the current zoning.***

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

***As indicated by the applicant, the intent of the development is to provide a smaller lot type that offers less yard maintenance which is not currently available within the immediate vicinity.***

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and;

***The proposed rezoning will result in a density that differs from the existing single family lots located in the surrounding area. While the proposed PD has a higher density of 4.66 units per acre, it is not out of scale with the surrounding developments. Ridgecrest Addition No. 1 and No. 2 located to the north and to the east has a density of 3.8 units per acre. Attachment 4 identifies the units per acre for existing residential subdivisions within the general vicinity.***

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

***There was not a market study provided that substantiated this claim; therefore, it is difficult for staff to comment on this criterion. The proposed PD will offer a single family product type with smaller lot sizes that offers quality housing without the maintenance associated with larger lot sizes. Realize Rowlett 2020 Plan recognized the growing demand for this type of housing product.***

In conclusion, staff does not expect the proposed PD to have an adverse impact on the adjacent properties. The proposed PD offers an adequate buffer along Miller Road that has been appropriately sized for the small scale of the project. The development offers a product type that should be attractive to people looking for quality housing with smaller lot sizes that offer less maintenance associated with larger lot sizes. Additionally, the proposed concept plan has been designed with a usable, central open space that will be fronted by homes on three sides. It is staff's opinion that the proposal satisfies the relevant Guiding Principles from the Realize Rowlett 2020 Comprehensive Plan and meets the criteria listed in the RDC for a rezoning.

### Public Notice

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Staff mailed public and courtesy notices to property owners within 200 feet and 500 feet of the subject property on March 25, 2016, and as of Friday, April 8, 2016, staff received 18 responses in opposition, one no opinion, and eight (including four from the property owners) in favor (Attachment 5 – Public Responses).

***Staff has confirmed that the protest in the form of opposition has been received from property owners within 200 feet of the subject properties constitute more than 20 percent of the notice area. Using Geographic Information System software, Staff calculated that the protesting property owners represent 26% percent of the notice area (Attachment 6 – Protest Calculation Map). As a result, per Section 77-805 of the Rowlett Development Code, “approval by the city council shall only occur with a concurring vote of at least three-fourths of the full membership of the city council.”***

A Legal Notice was published in the *Dallas Morning News* on April 1, 2016, pursuant to the requirements set forth in the RDC. A rezoning sign was placed on the subject property on March 11, 2016, in accordance with the RDC and remains on the site today.

### **FISCAL IMPACT/BUDGET IMPLICATIONS**

N/A

### **RECOMMENDED ACTION**

Staff recommends approval.

### **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM “SF-40” SINGLE FAMILY 40 ZONING TO “PD” PLANNED DEVELOPMENT FOR REAL PROPERTY CONSISTING OF 8.437+/- ACRES GENERALLY LOCATED NORTH OF MILLER ROAD AND WEST OF DORCHESTER DRIVE AND BEING SITUATED IN THE S.A. & M.G. RR SURVEY, ABSTRACT NO. 1407, CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND “B”, PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property

owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance, Plan and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended to grant a change in zoning from “SF-40” Single Family 40 to “SF-5” Single Family 5 with “PD” Planned Development overlay for real property consisting of 8.437 +/- acres generally located north of Miller Road and west of Dorchester Drive Road and being situated in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas, and being more particularly described in Exhibits “A” and “B”, attached hereto and incorporated herein (hereinafter the “Property”).

**SECTION 2.** That the development standards and regulations are set forth in the following exhibits:

Exhibit C – Statement of Intent and Purpose;

Exhibit D – Development Standards;

Exhibit E – Zoning Concept Plan; and

Exhibit F – Development Schedule;

All of which are attached hereto and made a part hereof, shall be applicable to all land, uses, structures, the use and occupancy of all structures, and the development, construction, operation and maintenance of all improvements on the Property described herein.

**SECTION 3.** The Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in Exhibit “C” through “F”, the provisions of the Rowlett Development (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provisions of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Rowlett Development Code or other ordinance shall be applied to development and use of the Property.

**SECTION 4.** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** 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 – Zoning Boundary
- Exhibit B – Legal Description
- Exhibit C – Statement of Intent and Purpose
- Exhibit D – Development Standards
- Exhibit E – Zoning Concept Plan
- Exhibit F – Development Schedule
- Attachment 1 – Location Map
- Attachment 2 – Open Space/Detention Pond Design
- Attachment 3 – Miller Road Landscape/Screening
- Attachment 4 – Surrounding Densities
- Attachment 5 – Public Responses
- Attachment 6 – Protest Calculation Map

Metes & Bounds Description

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract I) and the remainder of a called 6.823 acre tract (Tract II) as recorded in Volume 93251, Page 5169 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract (hereinafter referred to as the "Yarnes Tract") as recorded in Volume 76008, Page 1695, DRDCT, the remainder of a called 0.627 acre tract (hereinafter referred to as the "Coyle Tract") as recorded in Volume 2004088, Page 13749, DRDCT, and the remainder of a called 0.627 acre tract (hereinafter referred to as the "Buttram Tract") as recorded in Volume 76008, Page 1691, DRDCT with said premises being more particularly described as follows:

BEGINNING at a Glas capped iron rod set marking the northwest corner of said 6.823 acre tract, the northwest corner of said premises, the northeast corner of the remainder of a called 2 acre tract as recorded in Volume 99137, Page 4815, DRDCT, the southeast corner of a called 16.3781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southwest corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84138, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley;

THENCE with the north line of said 6.823 acre tract, the north line of said premises, the south line of said 15' alley, and a south line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, an addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior ell-corner of a 15' alley;

THENCE with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°08'26" East, 504.09 feet to a ½-inch iron rod found;  
 South 23°16'19" East, 34.79 feet to a Glas capped iron rod set;  
 South 00°04'10" West, passing a ½-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glas capped iron rod set in the north right-of-way line of Miller Road (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1,317 square foot tract as recorded under Document No. 200503632017, DRDCT, and being the beginning of a non-tangent curve to the right;

THENCE with the north right-of-way line of Miller Road, the south line of said premises, partway with the north line of said 1,317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 200503632020, DRDCT, partway with the north line of a called 1,281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1,281 square foot tract (hereinafter referred to as "ROW Tract 2") as recorded under Document No. 200503632018, DRDCT as follows:

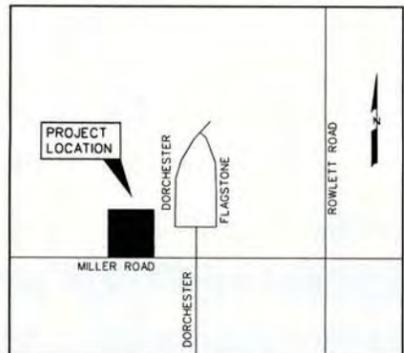
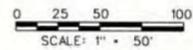
Southwesterly along said curve through a central angle of  $00^{\circ}17'37''$  for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (chord = South  $89^{\circ}01'05''$  West, 22.80 feet) to a Glas capped iron rod set marking the end of said curve;  
South  $89^{\circ}09'54''$  West, 446.78 feet to a CBG capped iron rod found marking the southwest corner of said premises, the northwest corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 201500243919, DRDCT, and being in the west line of said Buttram Tract;

THENCE with the west line of said Buttram Tract, a west line of said premises, and the east line of said 0.60 acre tract, North  $00^{\circ}09'29''$  East, 191.15 feet to a  $\frac{1}{2}$ -inch iron rod found marking the northwest corner of said Buttram Tract, an interior ell-corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract;

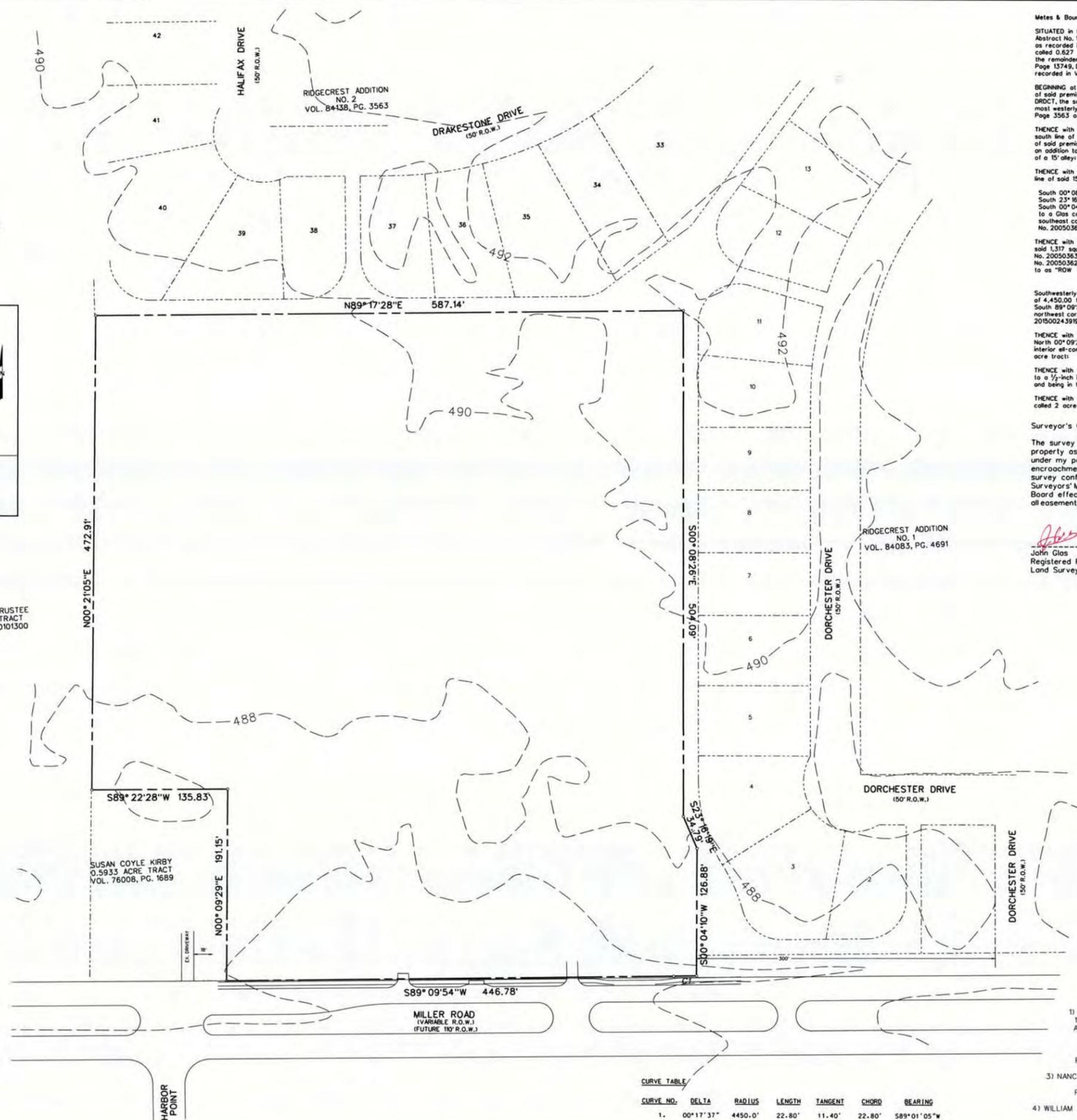
THENCE with the south line of said 6.823 acre tract and a south line of said premises, South  $89^{\circ}22'28''$  West, 135.83 feet to a  $\frac{1}{2}$ -inch iron rod found marking the southwest corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract;

THENCE with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North  $00^{\circ}21'05''$  East, 472.91 feet to the point of beginning and containing 8.437 acres of land.





NELL MOSS TRUSTEE  
2.00 ACRE TRACT  
DEED 1481500101300



**Mets & Bounds Description**

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract I) and the remainder of a called 6.823 acre tract (Tract II) as recorded in Volume 93251, Page 5169 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract hereinafter referred to as the "Yarnes Tract" as recorded in Volume 76008, Page 1695, DRDCT, the remainder of a called 0.627 acre tract hereinafter referred to as the "Coyle Tract" as recorded in Volume 2004088, Page 13749, DRDCT, and the remainder of a called 0.627 acre tract hereinafter referred to as the "Bultram Tract" as recorded in Volume 76008, Page 1691, DRDCT with said premises being more particularly described as follows:

BEGINNING at a Glas capped iron rod set marking the northwest corner of said 6.823 acre tract, the northeast corner of said premises, the northeast corner of the remainder of a called 2 acre tract as recorded in Volume 99137, Page 4815, DRDCT, the southeast corner of a called 16.3781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southwest corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84138, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley;

THENCE with the north line of said 6.823 acre tract, the north line of said premises, the south line of said 15' alley, and a south line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, on addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior all-corner of a 15' alley;

THENCE with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°08'26" East, 504.09 feet to a 1/2-inch iron rod found;

South 23°16'19" East, 34.79 feet to a Glas capped iron rod set;

South 00°04'10" West, passing a 1/2-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glas capped iron rod set in the north right-of-way line of Miller Road (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1,317 square foot tract as recorded under Document No. 200503632017, DRDCT, and being the beginning of a non-tangent curve to the right;

THENCE with the north right-of-way line of Miller Road, the south line of said premises, partway with the north line of said 1,317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 200503632020, DRDCT, partway with the north line of a called 1,281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1,281 square foot tract hereinafter referred to as "ROW Tract 2") as recorded under Document No. 200503632018, DRDCT as follows:

Southwesterly along said curve through a central angle of 00°17'37" for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (chord - South 89°07'05" West, 22.80 feet) to a Glas capped iron rod set marking the end of said curve;

South 89°02'54" West, 446.78 feet to a CBZ capped iron rod found marking the southwest corner of said premises, the northwest corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 201500243919, DRDCT, and being in the west line of said Bultram Tract;

THENCE with the west line of said Bultram Tract, a west line of said premises, and the east line of said 0.60 acre tract, North 00°09'29" East, 191.15 feet to a 1/2-inch iron rod found marking the northeast corner of said Bultram Tract, an interior all-corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract;

THENCE with the south line of said 6.823 acre tract and a south line of said premises, South 89°22'28" West, 135.83 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract;

THENCE with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North 00°21'05" East, 472.91 feet to the point of beginning and containing 8.437 acres of land.

**Surveyor's Certification**

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2005. The property is subject to all easements of record.

*John Glas*  
4-29-2016  
John Glas  
Registered Professional  
Land Surveyor No. 6081



**NOTES:**

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

THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.

THOROUGHFARE ALIGNMENT(S) SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

TOTAL ACRES	8.437
TOTAL RESIDENTIAL LOTS	39
RESIDENTIAL DENSITY	4.622

EXHIBIT B - ZONING EXHIBIT  
OF  
**MANORS ON MILLER**  
SITUATED IN THE  
S.A. & M.G. RR SURVEY ABSTRACT NO. 1407  
IN THE  
CITY OF ROWLETT  
DALLAS COUNTY, TEXAS

- OWNERS**
- 1) REBECCA COYLE BUTTRAM  
16954 US HIGHWAY 82 W  
AVERY, TEXAS 755547222
  - 2) MATTHEW H COYLE  
114 S MAIN ST  
PARIS, TEXAS 754605822
  - 3) NANCY A YARNES SURVIVORS TRUST  
3616 LEATHERTOP DR  
PLANO, TEXAS 750751546
  - 4) WILLIAM HUNTER COYLE JR & SUSAN KIRBY  
5217 MILLER RD  
ROWLETT, TEXAS 750886120

PREPARED BY  
**CORWIN ENGINEERING, INC.**  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200

**APPLICANT**  
**SKORBURG COMPANY**  
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225

**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	00°17'37"	4450.0'	22.80'	11.40'	22.80'	S89°01'05"W

**EXHIBIT C**  
**STATEMENT OF INTENT AND PURPOSE**  
**The Manors on Miller**

The Manors on Miller is a neighborhood which creates a beautiful, timeless community that upholds and enhances the quality of the surrounding environment. This neighborhood encourages neighborhood interaction with its centralized greenspace, and connectivity to the City's trail system.

This design philosophy produces a neighborhood which preserves the existing vegetation, and brings neighbors together. Homes front the centralized common area, which provides residents a scenic view and an opportunity to leave their fenced back yards to meet their neighbors.

The open space's design is inspired by The Sunken Gardens of William and Mary's campus, following the spirit of eighteenth-century English landscape gardens, which abandoned the geometric parterres of Europe in favor of sweeping lawns intended to uplift the spirit by leading the eye toward a distant, natural setting. The perimeter of the open space will be screened with trees, shrubs and vegetation to create a natural and intimate environment. This open space is a welcoming enclave of peace, departing from the hustle and bustle of day-to-day life outside the community.

With the recent completion of the Miller Road Bridge, The Manors on Miller serves as a gateway into Rowlett. This community strives to be a shining example of what Rowlett has to offer. With immediate access to Miller Road, this Property lends its residents easy access to the conveniences of suburban life. Residents will enjoy the easy access to surrounding retail shops like Wal-Mart, Home Depot, and Super Target nearby.

In regards to The Manors on Miller's regional context, the neighborhood's residents have convenient access to both Lyndon B. Johnson Freeway and President George Bush Turnpike, but is also just over 1.6 miles from the Downtown Rowlett DART Blue Line Station.

Section 77-805.C. of the Rowlett Development Code (RDC) indicates that recommendations and decisions on rezoning shall be based on consideration of the following criteria:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact.

The requested rezoning does not correct any errors with respect to zoning.

The request meets with the changing environment recognized in the Realize Rowlett 2020 Plan. In the "Framework for the Future" section of the Plan, it clearly states, "In 2020, Rowlett will be a community with diverse lifestyle choices for living, working, playing, and learning. ...additional housing choices will be available for individuals and families that desire homes needing lower maintenance. Young professionals will be attracted to low maintenance, dense housing found in urban or mixed-use neighborhoods." Additionally, the Plan recognizes that, "Rowlett's future as an employment center will blossom", when a number of actions take place, including, "its housing inventory expands and diversifies." The Manors on Miller will meet the needs and desires of a more diversified Rowlett resident.

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purpose of this Code stated in subchapter 77-103, Purpose of this Code.

The proposal is consistent with the Guiding Principles outlined in the Realize Rowlett 2020 Plan. While this area is not one of the strategic opportunity areas detailed in the plan, the plan anticipates areas of Rowlett outside those areas will also experience development over time.

When they do, the development should work within the framework of the Plan's Guiding Principles; two of the key ones being Principle 1: Value Existing Neighborhoods, and Principle 3: Make Rowlett a Community that is Attractive to People at all Stages of Their Lives.

The Plan recognizes that in order to protect the Realize Rowlett 2020 vision, "Actions for Change" need to be implemented. For redevelopment of residential areas and/or new development on greenfields in mature residential areas, Action 3 is probably the most important. This Action states, "...and include language related to the efficient delivery of redeveloped properties and projects that advance the principles of Smart Growth and traditional neighborhood development." The Manors on Miller neighborhood is planned with those principles.

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public.

The proposed The Manors on Miller neighborhood does protect the public by:

- i) Fostering convenient, compatible, and efficient relationships among land uses;
  - ii) Promoting a healthful and convenient distribution of population;
  - iii) Ensures greater public safety, convenience, and accessibility through physical design;
  - iv) Encourages the efficient use of the available land supply in the city;
  - v) Preserves the character and quality of residential neighborhoods;
  - vi) Promotes a balanced, diverse supply of affordable, quality housing in safe and livable neighborhoods;
  - vii) Ensures the provision of adequate sized yards, open spaces for light, air, and fire safety;
  - viii) Encourages development of a sustainable and accessible system of recreational facilities, and open space that meets year-round neighborhood and community wide needs;
  - ix) Facilitates the adequate and safe provision of transportation, water, sewage, drainage, and other public facilities; and
  - x) Ensures the service demands of new development will not exceed the capabilities of existing streets, utilities, or other public facilities and services.
4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.

The Manors on Miller neighborhood's needs for water can be provided without negatively impacting adjacent properties. The Manors on Miller neighborhood's needs for sewer services can also be met without negatively impacting adjacent properties. Additionally, the traffic generated by The Manors on Miller residents will not negatively impact the city's street system.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.

The Manors on Miller neighborhood will not have adverse impacts on the natural environment. Activities within the neighborhood will adhere to all of the city's performance standards with respect to air, water, and noise. The city's stormwater management standards will be followed, as they are with all new development in the city. The Manors on Miller's layout was designed to preserve as much natural vegetation as possible, leaving existing trees and vegetation in the common areas.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract.

The proposed rezoning will not have significant adverse impacts on other property in the vicinity. The proposed rezoning will more closely relate to the adjacent single family neighborhoods. The Manors on Miller is an excellent opportunity for the City of Rowlett to breathe life back into an undeveloped area of the City, and capitalize on its proximity to Lyndon B. Johnson Freeway, President George Bush Turnpike, and the Rowlett DART station. More importantly, The Manors on Miller is situated at the entrance to Rowlett, and will serve as a beautiful and welcoming example of what the City of Rowlett has to offer.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification.

The property is presently zoned SF-40 with a lot area minimum of 1 Acre. This property is not suitable for the current SF-40 zoning category, due to its small size and boundary constraints. The proposed zoning allows for a higher density of homes than the current SF-40 category; however, the SF-40 zoning category has rarely been used for the creation of subdivisions in Rowlett. The proposed rezoning will more closely relate to the adjacent single family neighborhoods, which allows for lot areas of 8,000 square feet.

This is especially true considering the property is located directly on Miller Road close to the entrance of the City, which is a much higher intensity than typical for a 1 Acre Lot development.

The property is well suited for an urban, infill single family neighborhood. It is located a short 1.6 miles from the Downtown Rowlett DART station. Homeowners can easily ride the train to work every day and have the conveniences of a suburban community in the evenings and weekends. As the Realize Rowlett 2020 Plan indicates, “The community will support diverse choices—in housing types, neighborhood character and land use patterns—so that people at all stages of their lives can find options here that meets their needs.”

8. Whether there is determined to be an excessive proliferation of the use or similar uses.

The Ridgecrest Addition, which is immediately north and east of The Manors on Miller neighborhood, was zoned and preliminary platted in 1984. Lot areas range from 8,000 to 10,000 square feet. Directly south of The Manors on Miller is Harbor Pointe Estates, which was zoned and platted in 1994 for 9,000 to 10,000 square foot lot areas.

In this vicinity, there is a deficiency of smaller lots which allow for less yard maintenance and right sized homes for aging “baby boomers” who want to age in place, and young professionals who are drawn toward a more urban lifestyle. The Manors on Miller is intended to meet the demand for this underserved product type.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract.

The requested rezoning is compatible in scale with uses on other properties in the vicinity.

An urban style of single family development deemphasizes the focus on the fenced back yard where every resident is isolated from their neighbor. Social interaction is very important for

Homeowners in this style of neighborhood. A focus is placed on the common areas in a neighborhood where that social interaction can take place on a daily basis. With that in mind, The Manors on Miller neighborhood will provide a centralized, usable open space for the benefit of the entire neighborhood. This will not only provide ample opportunity for interaction between neighbors, but will also create a more appealing atmosphere to the neighborhood.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

The area surrounding The Manors on Miller neighborhood is predominantly developed with suburban style for single family neighborhoods.

As identified in the Realize Rowlett 2020 plan however, “Though surrounded by attractive suburban alternatives, Rowlett is poised to compete for residential expansion, largely due to future transit improvements... demand for residential product types will continue to grow significantly over the next decade (over 21,000 units in the Trade Area) ...”

The Plan indicates there is ample demand for this type of residential product in this general area of the city.

**EXHIBIT D**  
**The Manors on Miller**  
**PLANNED DEVELOPMENT STANDARDS**

General Standards

1. Development shall take place in general accordance with the attached Zoning Exhibit (Exhibit E).
2. The maximum number of homes in The Manors on Miller neighborhood shall be 39.
3. A minimum of 8% of the land within The Manors on Miller neighborhood shall be used as open space. Detention shall be allowed in the open space. The open space, as generally shown on Exhibit E, shall be recognized as meeting all of the City of Rowlett's acreage requirements for public and/or private open space for The Manors on Miller neighborhood.
4. All open space and common area shall be owned and maintained by the Homeowners Association.
5. Any future right-of-way dedication shall be measured fifty-five feet (55') from the centerline of Miller Road
6. The nose of the currently existing median opening on Miller Road shall be pulled back to the west to accommodate a left turn lane and the required width for a median opening.
7. The setback from the Miller Road future ROW shall be 18' rather than 20'.

Dimensional Standards

Development shall take place in accordance with the SF-5 Single Family Residential District as outlined in the City of Rowlett Development Code as it exists or may be amended, except as indicated below.

1. The minimum lot area shall be 5,750 square feet.
2. The minimum lot width shall be 50'. On cul-de-sacs and/or elbows, the minimum lot width at the building line shall be 40'. The minimum street frontage for all lots shall be 35'.
3. The minimum lot depth shall be 115'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
4. An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property line.
5. The minimum side yard shall be 5'. The minimum side yard on a corner lot adjacent to a street shall be 5'.
6. The minimum rear yard shall be 20'.
7. The maximum lot coverage shall be 75%.
8. The minimum dwelling area shall be 1,850 square feet.
9. The maximum height shall be 2.5 stories or 35' for the main building.

Setback Type	Minimum Distance in Feet
Front Setback*	20'
Rear Setback	20'
Sideyard Setback	5'
Garage Setback	20'

\* An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property line.

### Neighborhood Standards

1. Neighborhood buffer yards, entryway treatments, and landscaping shall be designed, developed, and maintained in accordance with the standards established in the Rowlett Development Code with the following exceptions.
  - The primary entryway, located on the eastern entrance road, shall flank the East side of the intersection with a minimum area for a landscaped entry shall be 1,200 square feet, with a minimum depth of 10' measured from the right of way. Canopy trees shall be placed every 40 feet along Miller Road, behind the tubular steel fence. A masonry entry statement wall shall be placed at the eastern entrance and shall be approximately six feet in height and a minimum of ten feet wide. A masonry wall along Miller Road will not be required. A six foot ornamental (tubular steel fence) shall screen the subdivision from Miller road. Approved plants, trees, grass and other approved vegetation shall be placed behind (North of) the fence line. The primary entryway shall comply with the standards established in the Rowlett Development Code proportionally to this defined area.
  - The secondary entryway, located on the western entrance road, shall flank the West side of the intersection with a minimum area for a landscaped entry shall be 2,500 square feet, with a minimum depth of 20' measured from the right of way. Canopy trees shall be placed every 40 feet along Miller Road, behind the tubular steel fence. A masonry wall along Miller Road will not be required. A six foot ornamental (tubular steel fence) shall screen the subdivision from Miller road. Approved plants, trees, grass and other approved vegetation shall be placed behind (North of) the fence line. The primary entryway shall comply with the standards established in the Rowlett Development Code proportionally to this defined area.
  - A landscape buffer shall not be required for the central open space area, since it will already provide screening and landscaping as detailed below.
  - Zero-scaped lots will be allowed along the sideyards of lots.
  - Buxus sempervirens or similar shrubs will be allowed.
2. Central Open Space and Detention Area
  - While detention may not be required (subject to a full drainage analysis), detention shall be permitted and counted as open space in the central open space area. Detention shall be allowed along Miller Road. The slope shall be no greater than a 4-to-1 slope.
  - The detention area shall be designed similar to William and Mary's Sunken

Gardens. The purpose of this design is to maximize the utility of the limited land available to provide a flat, usable open space when it is not raining, while also providing functional drainage system when it does rain.

- The open space / detention area shall be screened along the western, northern, and eastern perimeter of the area with canopy trees placed every 50 feet (minimum), and boxwood shrubs along all sides of the perimeter, creating a natural enclave helping buffer ambient street noise. An irrigation system shall be provided to ensure quality maintenance of this area. A six foot tubular steel fence shall be placed along the southern border of the defined area, with vegetation placed on the North side of the fence.
3. Unless otherwise shown on Exhibit E, streets within The Manors on Miller neighborhood shall be designated as “Minor Residential Streets” and have a right-of-way width of 50’ and a pavement width of 31’.
  4. The southernmost home along the eastern entrance and southernmost home along the western entrance shall have their driveways oriented along the northern side of the lot.
  5. Homes adjacent to the alley along Drakestone Ave. and Dorchester Dr. shall have a six foot (6’) board on board fence with the galvanized steel posts facing inward towards the home.

#### Architectural Standards

1. All homes within The Manors on Miller neighborhood shall comply with the Residential Building Standards established in the Rowlett Development Code with the following exception. If a gable roof extends over an unenclosed porch, the gable face may be constructed of hardy-plank or similar cementaceous material.
2. All homes within The Manors on Miller neighborhood shall comply with the Green Building Standards established in the Rowlett Development Code.
3. A front porch shall have a minimum depth of 6’ and a minimum width of 10’ on the Front Porch Elevation.
4. Front porches shall have railings and columns. The railings and columns shall be architecturally compatible with the house’s front facade.
5. A hip roof which faces the street and which comprises greater than 35% of the total width of a house’s façade shall be broken up with dormers or other architecturally compatible appurtenances.
6. All trim, siding, ceilings, and garage doors on the front facades shall be painted two contrasting colors to achieve an architecturally enhanced appearance. An example is, trim to be painted one color and side surfaces and garage doors to be painted a second color.
7. Roof pitches shall be minimum 8:12 for main gables and hips. Dormer roofs and roofs over porches may have a lesser pitch.
8. A minimum 4’ wide, dedicated walk separate from a driveway, shall provide a connection between the house and the city sidewalk.
9. Trees planted in the front yards of houses shall be of a species whose typical mature height is no greater than approximately 20’.

**NOTES:**  
 THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF ROWLETT DEVELOPMENT STANDARDS.  
 THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.

NO 100-YEAR FLOOD PLAIN EXISTS ON THE SITE.

THOROUGHFARE ALIGNMENT(S) SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

**Surveyor's Certification**

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2005. The property is subject to all easements of record.

4-24-2016  
 John Glas  
 Registered Professional  
 Land Surveyor No. 6081



**Mets & Bounds Description**

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract 1) and the remainder of a called 6.823 acre tract (Tract 2) as recorded in Volume 93251, Page 4869 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract (hereinafter referred to as the "Yarnes Tract") as recorded in Volume 76008, Page 1695, DRDCT, the remainder of a called 0.627 acre tract (hereinafter referred to as the "Coyle Tract") as recorded in Volume 2004088, Page 13749, DRDCT, and the remainder of a called 0.627 acre tract (hereinafter referred to as the "Buttram Tract") as recorded in Volume 76008, Page 1691, DRDCT with said premises being more particularly described as follows:

**BEGINNING** at a Glas capped iron rod set marking the northwest corner of said 6.823 acre tract, the northwest corner of said premises, the northeast corner of the remainder of a called 2 acre tract as recorded in Volume 99137, Page 4815, DRDCT, the southeast corner of a called 16.3781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southwest corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84138, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley;

**THENCE** with the north line of said 6.823 acre tract, the north line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, an addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior all-corner of a 15' alley;

**THENCE** with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°08'26" East, 504.09 feet to a 1/2-inch iron rod found:  
 South 23°46'19" East, 34.79 feet to a Glas capped iron rod set;  
 South 00°04'10" West, passing a 1/2-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glas capped iron rod set in the north right-of-way line of Miller Road (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1,317 square foot tract as recorded under Document No. 200503632017, DRDCT, and being the beginning of a non-tangent curve to the right;

**THENCE** with the north line of said 6.823 acre tract, the south line of said premises, partway with the north line of said 1,317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 200503632020, DRDCT, partway with the north line of a called 1,281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1,281 square foot tract (hereinafter referred to as "ROW Tract 1") as recorded under Document No. 200503632018, DRDCT as follows:

Southwesterly along said curve through a central angle of 00°17'37" for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (cord - South 89°01'05" West, 22.80 feet) to a Glas capped iron rod set marking the end of said curve; South 89°09'54" West, 446.78 feet to a CBG capped iron rod found marking the southwest corner of said premises, the northwest corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 201500243919, DRDCT, and being in the west line of said Buttram Tract;

**THENCE** with the west line of said Buttram Tract, a west line of said premises, and the east line of said 0.60 acre tract, North 00°09'29" East, 191.15 feet to a 1/2-inch iron rod found marking the northwest corner of said Buttram Tract, an interior all-corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract;

**THENCE** with the south line of said 6.823 acre tract and a south line of said premises, South 89°22'28" West, 135.83 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract;

**THENCE** with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North 00°21'05" East, 472.91 feet to the point of beginning and containing 8.437 acres of land.

**PROJECT SITE DATA (Residential)**

- GENERAL**
- Case Number - PD90-2016
  - Name of Project/Development - The Manors on Miller
  - Proposed Use - PD-Single Family Residential (SF-5)
  - Future Land Use Designation - Residential Estate Density (2001 FLUP)
  - Proposed Future Land Use Designation - Planned Development
  - Existing Zoning District - SF-40
  - Proposed Zoning District - PD-SF
  - Applicable Overlays (e.g., PD, SUP) - N/A
  - Appraisal District Account Numbers and County
    - o 6514815001070000 - Dallas County
    - o 6514815001010000 - Dallas County
    - o 6514815001060000 - Dallas County
    - o 65140772010050000 - Dallas County

**OVERALL SITE**

- Gross Site Area - 8.437 Acres
- Site Frontage - 470'
- Site Width - 601'
- Site Depth - 672'
- Impervious Surface Area - 0.0 AC.
- Pervious Surface Area - 8.4 AC.
- Accessory Use  $\chi$  - N/A
- Open Space (ac &  $\chi$ ) - 0.86 AC - 10%
- Recreation (ac &  $\chi$ ) - N/A
- Preserve (ac &  $\chi$ ) - N/A
- Civic (ac &  $\chi$ ) - N/A
- Other (ac &  $\chi$ ) - N/A

**HOUSING**

- Total Gross Density (du/ac) - 4.66 UPA
- Lot Count by Typical Lot Size - 39
- Total Number of Dwelling Units - 39
- Single Family (SF) - 39

**PROPERTY DEVELOPMENT REGULATIONS**

- Maximum Lot Coverage (permitted & proposed) - 75%
- Minimum Lot Area (required & proposed) - 5,750 square feet
- Minimum Lot Width (required & proposed) - 50'
  - o Cul-de-sacs and/or elbows - minimum lot width 40'
  - o Minimum street frontage for all lots: 35'
- Minimum Lot Depth (required & proposed) - 115'
  - o Cul-de-sacs and/or elbows - minimum lot depth: 115'
- Setbacks (required & proposed)
  - o Minimum front yard setback: 20'
- An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property.
- Corner lot adjacent to a street: 5'
- Exterior side yard on a key lot: N/A
- Rear Setback - 20'
- Max Structure Height (permitted & proposed) - 2 1/2 stories or 35' for the main building
- Max No. Stories/Floors (permitted & proposed) -
- Garage doors may face a public street
- Alleys are not required

EXHIBIT E - ZONING EXHIBIT OF

**MANORS ON MILLER**

SITUATED IN THE  
 S.A. & M.G. RR SURVEY ABSTRACT NO. 1407

IN THE  
 CITY OF ROWLETT  
 DALLAS COUNTY, TEXAS

PREPARED BY  
 CORWIN ENGINEERING, INC.  
 200 W. BELMONT, SUITE E  
 ALLEN, TEXAS 75013  
 972-396-1200

**OWNERS**

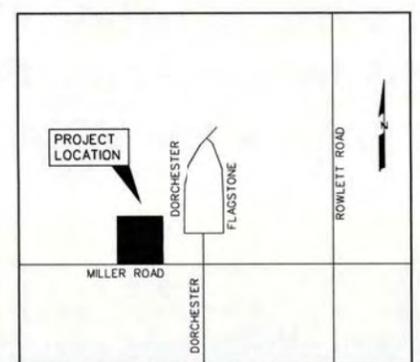
- 1) REBECCA COYLE BUTTRAM  
 16954 US HIGHWAY 82 W  
 AVERY, TEXAS 755547222
- 2) MATTHEW H COYLE  
 114 S MAIN ST  
 PARS, TEXAS 754605822
- 3) NANCY A YARNES SURVIVORS TRUST  
 3616 LEATHERTOP DR  
 PLANO, TEXAS 750751546
- 4) WILLIAM HUNTER COYLE JR & SUSAN KIRBY  
 5217 MILLER RD  
 ROWLETT, TEXAS 750886120

**APPLICANT**  
 SKORBURG COMPANY  
 8214 WESTCBERG DRIVE, SUITE 710  
 DALLAS, TEXAS 75225

FEBRUARY 2016 SCALE 1" = 50'



NELL MOSS TRUSTEE  
 2.00 ACRE TRACT  
 DEED 1481500101300



LOCATION MAP  
 N.T.S.



**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	00°17'37"	4450.0'	22.80'	11.40'	22.80'	S89°01'05"W

Exhibit F

Development Schedule

The Manors on Miller

- Development is anticipated to start the summer of 2016.
- It is anticipated that The Manors on Miller will be built out by the end of 2017.



**NOTES:**

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DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.

NO 100-YEAR FLOOD PLAN EXISTS ON THE SITE.

THOROUGHFARE ALIGNMENT(S) SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

**Surveyor's Certification**

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2005. The property is subject to all assessments of record.

John Glas  
Registered Professional  
Land Surveyor No. 6081

**Mets & Bound Description**

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract II) and the remainder of a called 6.823 acre tract (Tract I) as recorded in Volume 93251, Page 5169 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract (hereinafter referred to as the "Yarnes Tract") as recorded in Volume 76008, Page 1689, DRDCT, the remainder of a called 0.627 acre tract (hereinafter referred to as the "Coyle Tract") as recorded in Volume 2004088, Page 13749, DRDCT, and the remainder of a called 0.627 acre tract (hereinafter referred to as the "Buttram Tract") as recorded in Volume 76008, Page 1691, DRDCT with said premises being more particularly described as follows:

**BEGINNING** at a Glass capped iron rod set marking the northeast corner of said 6.823 acre tract, the northeast corner of said premises, the northeast corner of the remainder of a called 2 acre tract as recorded in Volume 99137, Page 4815, DRDCT, the southeast corner of a called 16.3781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southwest corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84158, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley

**THENCE** with the north line of said 6.823 acre tract, the north line of said premises, the south line of said 15' alley, and a south line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, an addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior off-corner of a 15' alley

**THENCE** with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°09'26" East, 504.09 feet to a 1/2-inch iron rod found

South 23°10'19" East, 34.79 feet to a Glass capped iron rod set

South 00°04'10" West, passing a 1/2-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glass capped iron rod set in the north right-of-way line of Miller Road, (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1,317 square foot tract as recorded under Document No. 20050362017, DRDCT, and being the beginning of a non-tangent curve to the right

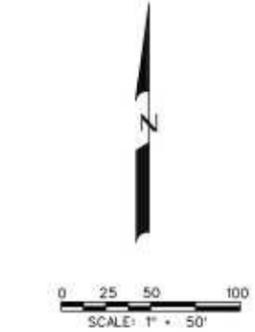
**THENCE** with the north right-of-way line of Miller Road, the south line of said premises, partway with the north line of said 1,317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 20050362020, DRDCT, partway with the north line of a called 1,281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1,281 square foot tract thereinafter referred to as "ROW Tract 2") as recorded under Document No. 20050362018, DRDCT as follows:

Southwesterly along said curve through a central angle of 00°17'37" for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (chord - South 89°01'05" West, 22.80 feet) to a Glass capped iron rod set marking the end of said curve South 89°09'54" West, 446.78 feet to a CBG capped iron rod found marking the southwest corner of said premises, the northeast corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 20150024599, DRDCT, and being in the west line of said Buttram Tract

**THENCE** with the west line of said Buttram Tract, a west line of said premises, and the east line of said 0.60 acre tract, North 00°09'29" East, 191.15 feet to a 1/2-inch iron rod found marking the northeast corner of said Buttram Tract, an interior off-corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract

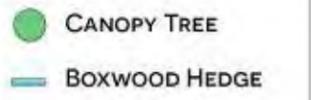
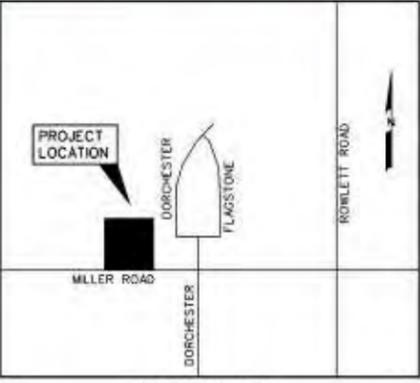
**THENCE** with the south line of said 6.823 acre tract and a south line of said premises, South 89°22'28" West, 135.63 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract

**THENCE** with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North 00°21'05" East, 472.91 feet to the point of beginning and containing 8,437 acres of land.



WELL MOSS TRUSTEE  
2.00 ACRE TRACT  
DEED 1481500101300

**\*\*THIS ILLUSTRATION IS FOR CONCEPTUAL PURPOSES ONLY.**



- PROJECT SITE DATA (Residential)**
- GENERAL**
- Case Number - PD90-2016
  - Name of Project/Development - The Manors on Miller
  - Proposed Use - PD-Single Family Residential (SF-5)
  - Future Land Use Designation - Residential Estate Density (2001FLUP)
  - Proposed Future Land Use Designation - Planned Development
  - Existing Zoning District - SF-40
  - Proposed Zoning District - PD-SF
  - Applicable Overlays (e.g., PD, SUP) - N/A
  - Appraisal District Account Numbers and County
    - o 65148150010170000 - Dallas County
    - o 65148150010000000 - Dallas County
    - o 65148150010160000 - Dallas County
    - o 65140772010050000 - Dallas County

- OVERALL SITE**
- Gross Site Area - 8.437 Acres
  - Site Frontage - 470'
  - Site Width - 601'
  - Site Depth - 672'
  - Impervious Surface Area - 0.0 AC.
  - Pervious Surface Area - 8.4 AC.
  - Accessory Use X - N/A
  - Open Space (ac & %) - 0.86 AC - 10%
  - Detention/Retention (ac & %) - 0.6 AC.
  - Recreation (ac & %) - N/A
  - Preserve (ac & %) - N/A
  - Civic (ac & %) - N/A
  - Other (ac & %) - N/A
- HOUSING**
- Total Gross Density (du/ac) - 4.66 UPA
  - Lot Count by Typical Lot Size - 39
  - Total Number of Dwelling Units - 39
  - Single Family (SF) - 39

- PROPERTY DEVELOPMENT REGULATIONS**
- Maximum Lot Coverage (permitted & proposed) - 75%
  - Minimum Lot Area (required & proposed) - 5,750 square feet
  - Minimum Lot Width (required & proposed) - 50'
    - o Cul-de-sacs and/or elbows - minimum lot width 40'
    - o Minimum street frontage for allots: 35'
  - Minimum Lot Depth (required & proposed) - 115'
    - o Cul-de-sacs and/or elbows - minimum lot depth: 115'
  - Setbacks (required & proposed)
    - o Minimum front yard setback: 20'
- An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property. Corner lot adjacent to a street: 5' Exterior side yard on a key lot: N/A
- Rear Setback - 20'
  - Max Structure Height (permitted & proposed) - 2 1/2 stories or 35' for the main building
  - Max no. Stories/Floors (permitted & proposed) -
  - Garage doors may face a public street
  - Alleys are not required

EXHIBIT H - LANDSCAPE EXHIBIT  
OF  
**MANORS ON MILLER**  
SITUATED IN THE  
S.A. & M.G. RR SURVEY ABSTRACT NO. 1407

**OWNERS**

1) REBECCA COYLE BUTTRAM  
6534 US HIGHWAY 82 W  
AVERY, TEXAS 755547222

2) MATTHEW H COYLE  
114 S MAIN ST  
PARIS, TEXAS 754605822

3) NANCY A YARNES SURVIVORS TRUST  
3616 LEATHERTOP DR  
PLANO, TEXAS 750751546

4) WILLIAM HUNTER COYLE JR & SUSAN KIRBY  
5217 MILLER RD  
ROWLETT, TEXAS 750886120

**APPLICANT**

**SKORBURG COMPANY**  
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225

FEBRUARY 2016 SCALE 1" = 50'

**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	00°17'37"	4450.0'	22.80'	11.40'	22.80'	S89°01'05"W

**NOTES:**

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

THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.

NO 100-YEAR FLOOD PLAIN EXISTS ON THE SITE.

THOROUGHFARE ALIGNMENT(S) SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

**Surveyor's Certification**

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2005. The property is subject to all easements of record.

**Miles & Bounds Description**

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract II) and the remainder of a called 5.823 acre tract (Tract II) as recorded in Volume 93251, Page 5169 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract (hereinafter referred to as the "Yarnes Tract") as recorded in Volume 76008, Page 1689, DRDCT, the remainder of a called 0.627 acre tract (hereinafter referred to as the "Coyle Tract") as recorded in Volume 2004088, Page 13749, DRDCT, and the remainder of a called 0.627 acre tract (hereinafter referred to as the "Buttram Tract") as recorded in Volume 76008, Page 1691, DRDCT with said premises being more particularly described as follows:

BEGINNING at a Glas capped iron rod set marking the northeast corner of said 6.823 acre tract, the northeast corner of said premises, the northeast corner of the remainder of a called 2 acre tract as recorded in Volume 99137, Page 4615, DRDCT, the southeast corner of a called 16.3781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southwest corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84158, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley;

THENCE with the north line of said 6.823 acre tract, the north line of said premises, the south line of said 15' alley, and a south line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, an addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior ell-corner of a 15' alley;

THENCE with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°09'26" East, 504.09 feet to a 1/2-inch iron rod found;

South 23°16'19" East, 34.79 feet to a Glas capped iron rod set;

South 00°04'10" West, passing a 1/2-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glas capped iron rod set in the north right-of-way line of Miller Road (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1.317 square foot tract as recorded under Document No. 200503632017, DRDCT, and being the beginning of a non-tangent curve to the right;

THENCE with the north right-of-way line of Miller Road, the south line of said premises, partway with the north line of said 1.317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 200503632020, DRDCT, partway with the north line of a called 1.281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1.281 square foot tract (hereinafter referred to as "ROW Tract 2") as recorded under Document No. 200503632018, DRDCT as follows:

Southwesterly along said curve through a central angle of 00°17'37" for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (chord - South 89°01'05" West, 22.80 feet) to a Glas capped iron rod set marking the end of said curve, South 89°09'54" West, 446.78 feet to a CBG capped iron rod found marking the southwest corner of said premises, the northwest corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 201500243919, DRDCT, and being in the west line of said Buttram Tract;

THENCE with the west line of said Buttram Tract, a west line of said premises, and the east line of said 0.60 acre tract, North 00°09'29" East, 191.15 feet to a 1/2-inch iron rod found marking the northwest corner of said Buttram Tract, an interior ell-corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract;

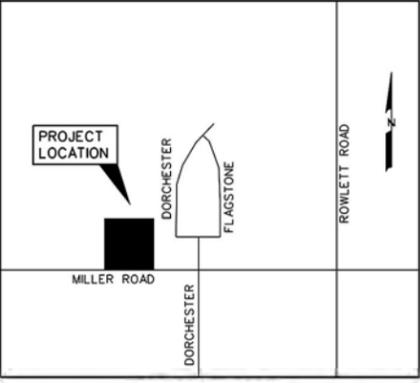
THENCE with the south line of said 6.823 acre tract and a south line of said premises, South 89°22'28" West, 135.83 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract;

THENCE with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North 00°21'05" East, 472.91 feet to the point of beginning and containing 8.437 acres of land.

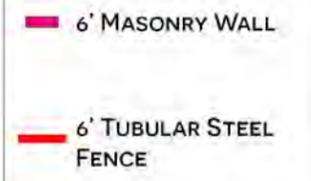
John Glas  
Registered Professional  
Land Surveyor No. 6081



NELL MOSS TRUSTEE  
2.00 ACRE TRACT  
DEED 1481500101300



LOCATION MAP  
N.T.S.



- PROJECT SITE DATA (Residential)**
- GENERAL**
- Case Number - PD90-2016
  - Name of Project/Development - The Manors on Miller
  - Proposed Use - PD-Single Family Residential (SF-5)
  - Future Land Use Designation - Residential Estate Density (2001FLUP)
  - Proposed Future Land Use Designation - Planned Development
  - Existing Zoning District - SF-40
  - Proposed Zoning District - PD-SF
  - Applicable Overlays (e.g., PD, SUP) - N/A
  - Appraisal District Account Numbers and County
    - o 65148150010170000 - Dallas County
    - o 65148150010100000 - Dallas County
    - o 65148150010160000 - Dallas County
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- OVERALL SITE**
- Gross Site Area - 8.437 Acres
  - Site Frontage - 470'
  - Site Width - 601'
  - Site Depth - 672'
  - Impervious Surface Area - 0.0 AC.
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  - Accessory Use X - N/A
  - Open Space (ac & %) - 0.86 AC - 10%
  - Detention/Retention (ac & %) - 0.6 AC.
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  - Civic (ac & %) - N/A
  - Other (ac & %) - N/A

- HOUSING**
- Total Gross Density (du/ac) - 4.66 UPA
  - Lot Count by Typical Lot Size - 39
  - Total Number of Dwelling Units - 39
  - \* Single Family (SF) - 39

- PROPERTY DEVELOPMENT REGULATIONS**
- Maximum Lot Coverage (permitted & proposed) - 75%
  - Minimum Lot Area (required & proposed) - 5,750 square feet
  - Minimum Lot Width (required & proposed) - 50'
  - Cul-de-sacs and/or elbows - minimum lot width 40'
  - Minimum street frontage for all lots: 35'
  - Minimum Lot Depth (required & proposed) - 115'
  - Cul-de-sacs and/or elbows - minimum lot depth: 115'
  - Setbacks (required & proposed)
    - o Minimum front yard setback: 20'
  - An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property.
  - Corner lot adjacent to a street: 5'
  - Exterior side yard on a key lot: N/A
  - Rear Setback - 20'
  - Max Structure Height (permitted & proposed) - 2 1/2 stories or 35' for the main building
  - Max No. Stories/Floors (permitted & proposed) -
  - Garage doors may face a public street
  - Alleys are not required

EXHIBIT E - ZONING/DEVELOPMENT EXHIBIT  
OF  
**MANORS ON MILLER**  
SITUATED IN THE  
S.A. & M.G. RR SURVEY ABSTRACT NO. 1407

**OWNERS**

- 1) REBECCA COYLE BUTTRAM  
1695-A HIGHWAY 82 W  
AVERY, TEXAS 755547222
- 2) MATTHEW H COYLE  
114 S MAIN ST  
PARIS, TEXAS 754605822
- 3) NANCY A YARNES SURVIVORS TRUST  
3616 LEATHERTOP DR  
PLANO, TEXAS 750751546
- 4) WILLIAM HUNTER COYLE JR & SUSAN KIRBY  
5217 MILLER RD  
ROWLETT, TEXAS 750886120

**APPLICANT**  
**SKORBURG COMPANY**  
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225

FEBRUARY 2016 SCALE 1" = 50'

**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	00°17'37"	4450.0'	22.80'	11.40'	22.80'	S89°01'05"W

NOTES:

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

THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

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NO 100-YEAR FLOOD PLAN EXISTS ON THE SITE.

THOROUGHFARE ALIGNMENT(S) SHOWN ON THE EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT, THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

Surveyor's Certification

The survey shown herein is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2005. The property is subject to easements of record.

John Cline  
Registered Professional  
Land Surveyor No. 6081

Meters & Bounds Description

SITUATED in the State of Texas, County of Dallas, and City of Rowlett, being part of the S.A. & M.G. RR Co. Survey, Abstract No. 1047, being all of a called 0.627 acre tract (Tract 1) and the remainder of a called 6.823 acre tract (Tract 2) as recorded in Volume 93251, Page 589 of the Deed Records of Dallas County, Texas (DRDCT), the remainder of a called 0.627 acre tract (Tract 3) as recorded in Volume 76008, Page 1695, DRDCT, the remainder of a called 0.627 acre tract (Tract 4) as recorded in Volume 2004088, Page 13745, DRDCT, and the remainder of a called 0.627 acre tract (Tract 5) as recorded in Volume 2004088, Page 13745, DRDCT, with said premises being more particularly described as follows:

BEGINNING at a Glas capped iron rod set marking the northeast corner of said 6.823 acre tract, the northeast corner of said premises, the north line of the remainder of a called 2 acre tract as recorded in Volume 99157, Page 4815, DRDCT, the southeast corner of a called 16,5781 acre tract as recorded in Volume 2002144, Page 6171, DRDCT, the most westerly southeast corner of Ridgecrest Addition No. 2, an addition to the City of Rowlett as recorded in Volume 84138, Page 3563 of the Map Records of Dallas County, Texas (MRDCT), and being the southwest corner of a 15' alley;

THENCE with the north line of said 6.823 acre tract, the north line of said premises, the south line of said 15' alley, and a south line of said Ridgecrest Addition No. 2, North 89°17'28" East, 587.14 feet to an "X" set marking the northeast corner of said premises, the southeast corner of said Ridgecrest Addition No. 2, an interior corner of Ridgecrest Addition No. 1, an addition to the City of Rowlett as recorded in Volume 84083, Page 4681, MRDCT, and being an interior corner of a 15' alley;

THENCE with the east line of said premises, the west line of said Ridgecrest Addition No. 1, and partway with the west line of said 15' alley as follows:

South 00°08'26" East, 504.09 feet to a 1/2-inch iron rod found;  
South 23°18'19" East, 34.79 feet to a Glas capped iron rod set;  
South 00°04'10" West, passing a 1/2-inch iron rod found at 106.56 feet and continuing for a total distance of 126.88 feet to a Glas capped iron rod set in the north right-of-way line of Miller Road (Variable Width Right-of-Way) marking the southeast corner of said premises, the northeast corner of a called 1,317 square foot tract as recorded under Document No. 200503632017, DRDCT, and being the beginning of a non-tangent curve to the right;

THENCE with the north right-of-way line of Miller Road, the south line of said premises, partway with the north line of said 1,317 square foot tract, partway with the north line of a called 570 square foot tract as recorded under Document No. 200503632020, DRDCT, partway with the north line of a called 1,281 square foot tract as recorded under Document No. 200503629706, DRDCT, and partway with the north line of a called 1,281 square foot tract (Tract 2) as recorded under Document No. 200503632017, DRDCT as follows:

Southwesterly along said curve through a central angle of 00°17'37" for an arc distance of 22.80 feet and having a radius of 4,450.00 feet (chord - South 89°01'05" West, 22.80 feet) to a Glas capped iron rod set marking the end of said curve;  
South 89°09'54" West, 446.78 feet to a CBG capped iron rod found marking the southwest corner of said premises, the northeast corner of said ROW Tract 2, the southeast corner of a called 0.60 acre tract as recorded under Document No. 201000243919, DRDCT, and being the west line of said Sutrump Tract;

THENCE with the west line of said Sutrump Tract, a west line of said premises, and the east line of said 0.60 acre tract, North 00°09'29" East, 95.15 feet to a 1/2-inch iron rod found marking the northeast corner of said Sutrump Tract, an interior corner of said premises, the northeast corner of said 0.60 acre tract, and being in the south line of said 6.823 acre tract;

THENCE with the south line of said 6.823 acre tract and a south line of said premises, South 89°22'28" West, 135.83 feet to a 1/2-inch iron rod found marking the southeast corner of said 6.823 acre tract, the southwest corner of said premises, and being in the east line of the aforementioned remainder of a called 2 acre tract;

THENCE with the west line of said 6.823 acre tract, the west line of said premises, and the east line of said remainder of a called 2 acre tract, North 00°27'05" East, 472.91 feet to the point of beginning and containing 8.437 acres of land.

PROJECT SITE DATA (Residential)

- GENERAL
- Case Number - P090-2016
  - Name of Project/Development - The Manors on Miller
  - Proposed Use - PD-Single Family Residential (SF-5)
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  - Proposed Future Land Use Designation - Planned Development
  - Existing Zoning District - SF-40
  - Proposed Zoning District - PD-SF
  - Applicable Overlays (e.g., PD, SUP) - N/A
  - Appraisal District Account Numbers and County
    - o 6514815001070000 - Dallas County
    - o 6514815001001000 - Dallas County
    - o 6514815001016000 - Dallas County
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OVERALL SITE

- Gross Site Area - 8.437 Acres
- Site Frontage - 470'
- Site Width - 60'
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- Impervious Surface Area - 0.0 AC.
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- Accessory Use (ac & %) - N/A
- Open Space (ac & %) - 0.86 AC - 10%
- Detention/Retention (ac & %) - 0.6 AC.
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- Preserve (ac & %) - N/A
- Civic (ac & %) - N/A
- Other (ac & %) - N/A

HOUSING

- Total Gross Density (du/au.) - 4.66 UPA
- Lot Count by Typical Lot Size - 39
- Total Number of Dwelling Units - 39
- Single Family (SF) - 39

PROPERTY DEVELOPMENT REGULATIONS

- Maximum Lot Coverage (permitted & proposed) - 75%
- Minimum Lot Area (required & proposed) - 5,750 square feet
- Minimum Lot Width (required & proposed) - 50'
  - o Cul-de-sacs and/or elbows - minimum lot width 40'
  - o Minimum street frontage for all lots: 35'
- Minimum Lot Depth (required & proposed) - 115'
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- Setbacks (required & proposed)
  - o Minimum front yard setback: 20'
- An unenclosed porch may encroach past the front build to line, but in no instance shall it be closer than 5' from the front property.
- Corner lot adjacent to a street: 5'
- Exterior side yard on a key lot: N/A
- Rear Setback - 20'
- Max Structure Height (permitted & proposed) - 2 1/2 stories or 35' for the main building
- Max No. Stories/Floors (permitted & proposed) -
- Garage doors may face a public street
- Alleys are not required

EXHIBIT G - DETENTION / OPEN SPACE EXHIBIT

MANORS ON MILLER

SITUATED IN THE  
S.A. & M.G. RR SURVEY ABSTRACT NO. 1407

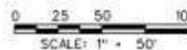
IN THE  
CITY OF ROWLETT  
DALLAS COUNTY, TEXAS

PREPARED BY  
CORWIN ENGINEERING, INC.

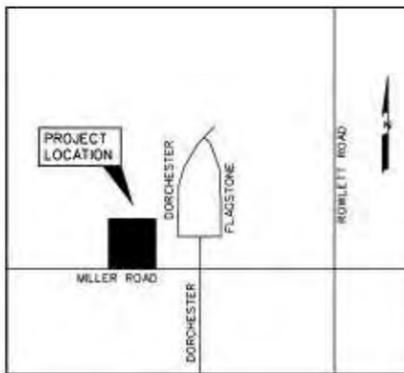
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200

APPLICANT  
SKORBURG COMPANY  
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225

- OWNERS
- 1) REBECCA COYLE BUTTRAM  
16954 US HIGHWAY 82 W  
AVERY, TEXAS 755547222
  - 2) MATTHEW H COYLE  
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PARIS, TEXAS 754605822
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5217 MILLER RD  
ROWLETT, TEXAS 750886120



NELL MOSS TRUSTEE  
2.00 ACRE TRACT  
DEED 1481500101300



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	00°17'37"	4450.0'	22.80'	11.40'	22.80'	S89°01'05" W











03-21-16A08:13 RCVD



**Department of Development Services**

**NOTICE OF PUBLIC HEARING**

**TO:** Property Owner  
**RE:** Application for a Zoning Change  
**LOCATION:** The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 5.255 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas. A map is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.  
**EXPLANATION OF REQUEST:** The applicant requests a rezoning from the existing Single Family-40 Zoning District to a Planned Development District with an underlying Single Family-5 (SF-5) base zoning district to build a single family subdivision. The minimum lot size for the proposed development is 6,000 square feet.

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

**COMMENTS:** *See attached*

**PROPERTY OWNER NAME**

(print):

*John G. Wells*

**SIGNATURE:**

**ADDRESS:**

*2126 Miller Rd.*

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 6:30 p.m. on the 22<sup>nd</sup> day of March, 2016, and that the City Council will hold a public hearing at 7:30 p.m. on the 5<sup>th</sup> day of April, 2016. Both hearings will be held at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Development Service Department by 5 pm on Wednesday, March 16, 2016, for your comments to be included in the Planning and Zoning Commission packet and/or by Wednesday, March 30, 2016, to be included in the City Council packet. All responses received by March 30<sup>th</sup> will be forwarded to the Council as well; it is not necessary to respond twice. Responses received after the times noted above shall not be counted in the record of response.

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Services  
 Phone 972-412-6166  
 FAX 972-412-6228  
[glangford@rowlett.com](mailto:glangford@rowlett.com)

**RETURN BY FAX OR MAIL**

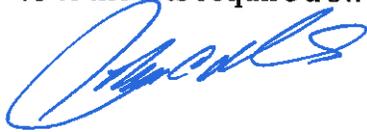
City of Rowlett  
 Development Services  
 PO Box 99  
 Rowlett, TX 75030-0099

To: City of Rowlett, Department of Development Services

From: John C. and Becky Wells

Re: Notice of Public Hearing - Proposed rezoning of 5.255 acres, Miller Rd.

Comments: I would like to see a less dense product. The proposed lots (50' x 120') are 25% smaller than the smallest lot in the Ridgecrest Development and 86% smaller than what the current zoning will allow. I would support a minimum lot area of 7,200 sq. ft. with a minimum lot width of 60' feet including a 25' front yard setback. Also, to break up the unsightly view of open garage doors, I propose that at least 50% of the lots require a swing garage entry.

A handwritten signature in blue ink, appearing to read "John C. Wells", is written below the comments section.



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Zoning Change
LOCATION: The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 5.255 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas. A map is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.
EXPLANATION OF REQUEST: The applicant requests a rezoning from the existing Single Family-40 Zoning District to a Planned Development District with an underlying Single Family-5 (SF-5) base zoning district to build a single family subdivision.

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

COMMENTS: THIRTY NINE HOUSES ON 5.255 ACRES? BET YOU

WOULDN'T WANT TO LIVE THERE. NEED MUCH LARGER LOTS,

PROPERTY OWNER NAME (print): NELL MOSS ALLIES, AND BACK ENTRY
SIGNATURE: Nell Moss GARAGES.
ADDRESS: 2001 Miller Rd, Rowlett, Tx: 75088

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Table with 2 columns: Contact information for questions and return instructions by fax or mail.



03-21-16A08:13 RCVD

Department of Development Services

NOTICE OF PUBLIC HEARING

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

Needs to be:

(See Attached)

COMMENTS: LOT Width (minimum 60') Minimum Lot Area (7,200 sq ft)

Minimum Set back front yard (25ft.) To meet standards in adjacent Neighborhood.

PROPERTY OWNER NAME (print):

BILLY CRAIG

SIGNATURE:

Billy Craig

ADDRESS:

2122 Miller Road

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Development Services
PO Box 99
Rowlett, TX 75030-0099

minimum home size 2500 sqft,  
side entry garage.

2122 Miller Road  
Dixie Craig

03-14-16 P02:23 OUT



**Department of Development Services**

**NOTICE OF PUBLIC HEARING**

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

**COMMENTS:** *The present zoning on this property is important to maintain the character of our city. An R550 reduction in lot size is unacceptable. If the project were modified to at least 15,000 sqft lots, side entry garages and deeper frontage offset, I could support a change*

**PROPERTY OWNER NAME (print):** Gerald D. Murphy, Jr., ms  
**SIGNATURE:** *G.D. Murphy Jr.*  
**ADDRESS:** 3826 DEXHAM RD Rowlett, TX 75088

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 City of Rowlett  
 Development Services  
 PO Box 99  
 Rowlett, TX 75030-0099



**Department of Development Services**

**NOTICE OF PUBLIC HEARING**

03-18-16A08:58 RCVD

**TO:** Property Owner  
**RE:** Application for a Zoning Change  
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** I don't want my TAXES to go up! They are too high like it is

**PROPERTY OWNER NAME (print):** Manuel S. Martinez  
**SIGNATURE:** *Manuel S. Martinez*  
**ADDRESS:** 3614 Dorchester DR. 75008

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Department of Development Services

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

COMMENTS: THE PROPOSED PD WILL DECREASE VALUE OF HOMES IN DEXHAM ESTATE AND

HARBOR POINTE PD WILL REQUIRE ALL FRONT-ENTRY GARAGES LEADING TO DEGRADATION; ONLY ONE(S) ENTRY EXIT POINT TO CONDENSED PD, FOR SF-5, ZSF-7.
PROPERTY OWNER NAME: DAVID WILLIAMS
SIGNATURE: David Williams
ADDRESS: 3010 HARBOR POINTE DR. 75088

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**Department of Development Services**

**NOTICE OF PUBLIC HEARING**

03-21-16A08:13 RCVD

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

**COMMENTS:**

*LOTS SIZE NOT LARGE ENOUGH. NEED SIDE ENTRY GARAGE AND 25 FT SET BACK.*

**PROPERTY OWNER NAME**

(print):

**SIGNATURE:**

**ADDRESS:**

*RONALD JAY CADDELL*  
*[Signature]*  
 2113 Miller Rd

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Rowlett, TX 75030-0099



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner 04-05-16P01:29 RCVD
RE: Application for a Zoning Change
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: See: Attached

PROPERTY OWNER NAME (print):

Kenneth P. Clark

SIGNATURE:

ADDRESS:

2009A Miller Rd, Rowlett TX 75088

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What is the average square footage of these homes?

Will they have basements?

Will there be room for extra storage facilities on the property and will such storage be within code?

What garage space will be standard (1 or 2)?

What will be the average price?

How many trees will be cut down?

In this day and age, it usually takes two (2) incomes to pay a mortgage and bills. Two incomes in Texas usually means 2 cars. Unless these houses come with significant storage, the garages will be used for that capacity instead of cars being parked in them. This neighborhood plan makes no allowance for extra parking. These streets are narrow already, and curb space will be at a premium with the streets being dominated by driveways. The current plan underestimates the traffic demands with 2 incomes per household and 2 cars per home. These streets will be choked and clogged during every rush hour.

I am told by my neighbors about a tree ordinance in Rowlett. That unless a tree is replaced there is a fine for cutting one down. How many trees will be destroyed in this process? How does the developer justify this? How does the city justify this? If the argument is that the home owners will plant trees to replace those cut down, it should be considered that on lots that small those trees will eventually cause problems with the owner's foundations and plumbing. If the developer says they will replace by planting in the landscaped entry area, then photos they submitted with the plan are a ruse. There will not be room for children to play close to home. We will see them playing in the already traffic choked streets. And what about other code allowances that the developer has set aside? Entryway landscaping. Width of lots. Lack of a wall along Miller Rd. Land not within one of the targeted development zones.

There are several residents in the area that rely on wells to offset their water bills. The existing open land serves as a groundwater recharge area. Taking up more than half that space with concrete will adversely affect this process. Has the developer studied this possibility? Will the existing well owners have to drill deeper in order to access groundwater? All this extra concrete will also affect runoff water. Has the developer studied the effect on the current drainage system? Has the developer studied the effect of non-specific source pollution (fluids dripping from cars) on the ecology of Rowlett Creek and Lake Ray Hubbard?

I'm not opposed to housing going in here. I would like to see alley access on all 3 sides. There already exists alley access on 2 sides. Adding one on the remaining side shouldn't be too difficult. This will ease crowding of the streets. I think allowance in the street planning for additional parking would further alleviate this potential problem.



Department of Development Services

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

COMMENTS: QUALITY AFFORDABLE HOUSING AND INCREASED TAX

BASE

PROPERTY OWNER NAME

(print): NANCY YARNES SURVIVORS TRUST

SIGNATURE: Nancy Yarnes

ADDRESS: 2113 Miller Rd Rowlett HOME: 3616 LEATHERTOP DR PHANO, TX 75075

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**RE:** Application for a Zoning Change

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

**COMMENTS:** *Quality Affordable Housing*  
*Increased tax base*

**PROPERTY OWNER NAME (print):** *NANCY YARNES*  
*Nancy Yarnes*

**SIGNATURE:** *2113 Miller Rd Rowlett*

**ADDRESS:** *3616 Leathertop Dr Plano, Tex 75075 (home)*

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If you have any questions concerning this request, please contact the Department of Development Services  
Phone 972-412-6166  
FAX 972-412-6228  
[glangford@rowlett.com](mailto:glangford@rowlett.com)

**RETURN BY FAX OR MAIL**  
City of Rowlett  
Development Services  
PO Box 99  
Rowlett, TX 75030-0099



03-29-16A07:04 RCVD

Department of Development  
Services

NOTICE OF PUBLIC HEARING

**TO:** Property Owner

**RE:** Application for a Zoning Change

**LOCATION:** The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 5.255 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas. A map is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

**EXPLANATION OF REQUEST:** The applicant requests a rezoning from the existing Single Family-40 Zoning District to a Planned Development District with an underlying Single Family-5 (SF-5) base zoning district to build a single family subdivision.

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

**COMMENTS:** Quality Development for the City

PROPERTY OWNER NAME

(print): William H. Coyle Jr.

**SIGNATURE:** William H. Coyle Jr.

**ADDRESS:** 4207 Nutmea Rd. Gilmer, Tx 75644 *JOINT OWNER OF SUBJECT PROPERTY*

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Phone 972-412-6166

FAX 972-412-6228

[zoning@rowlett.com](mailto:zoning@rowlett.com)

RETURN BY FAX OR MAIL

City of Rowlett

Development Services

PO Box 99

Rowlett, TX 75030-0099



Department of Development Services

NOTICE OF PUBLIC HEARING

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

**COMMENTS:** This development would increase tax income for the City and provide desirable lot sizes and housing for the public.

PROPERTY OWNER NAME

(print): William H. Coyle Jr.

SIGNATURE: William H. Coyle Jr.

ADDRESS: 4207 Walnut Rd., Gilmer, Tx. 75644 Joint owner of subject property.

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 FAX 972-412-6228  
[rlangford@rowlett.com](mailto:rlangford@rowlett.com)

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City of Rowlett  
 Development Services  
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 Rowlett, TX 75030-0099



Department of Development Services

NOTICE OF PUBLIC HEARING

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04-05-16P02:54 RCVD

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

COMMENTS: AFFORDABLE, QUALITY HOUSING
Increased Tax Base

PROPERTY OWNER NAME

(print): Susan Coyle Kirby
SIGNATURE: Susan Coyle Kirby

ADDRESS: Property owner: 2009 Miller Rd. Rowlett Home addr 5217 Miller, Rowlett

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Table with 2 columns: Contact information for Department of Development Services and Return by Fax or Mail information for City of Rowlett.

03-16-16 09:06 OUT



**Department of Development Services**

**NOTICE OF PUBLIC HEARING**

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

**COMMENTS:** affordable quality housing  
increased fox base

**PROPERTY OWNER NAME**  
 (print): Susan Coyle Kirby  
**SIGNATURE:** Susan Coyle Kirby  
**ADDRESS:** Property owner address: 2009 Miller Home: 5219 Miller Rowlett TX 75088

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Department of Development Services

NOTICE OF PUBLIC HEARING

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

COMMENTS: Increase tax base, affordable quality homes

PROPERTY OWNER NAME

(print): Rebecca Buttram

SIGNATURE: Rebecca Buttram

ADDRESS: 2013 Miller Rd Rowlett (owner property) 16954 US Hwy 82W Avery, TX 75554 (owner address)

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City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75030-0099

MAR/28/2016/MON 05:42 AM

ATTACHMENT 8 P.001/001



Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

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4/12/16 Pdp Rst

[ ] I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

[X] I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Because this is a pure "for use profit" rezoning. We bought our homes with the current zoning laws, we don't need change.

PROPERTY OWNER NAME

(print):

SIGNATURE:

ADDRESS:

Robert S. Peice

1914 Walnut Hill Dr., Rowlett, TX 75088-1536

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FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL

City of Rowlett
Development Services
PO Box 99
Rowlett, TX 75090-0099



Department of Development Services

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

COMMENTS: AS LONG AS INDIVIDUAL FAMILIES CAN PURCHASE LOTS & HIRE THEIR OWN BUILDER.

PROPERTY OWNER NAME (print): DAVID BLAYNE SAVOY
SIGNATURE: [Signature]
ADDRESS:

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**Department of Development  
Services**

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

**COMMENTS:**

---

**PROPERTY OWNER NAME**

(print):

EDWARD R. KIRBY

**SIGNATURE:**

*Edward R. Kirby*

**ADDRESS:**

2318 SPRINGFIELD LN.

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**RETURN BY FAX OR MAIL**

City of Rowlett

Development Services

PO Box 99

Rowlett, TX 75030-0099



Department of Development Services

04-27-16P01:03 RCVD

COURTESY NOTICE OF PUBLIC HEARING

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

COMMENTS:

PROPERTY OWNER NAME  
 (print):

DONG PHAM

SIGNATURE:

ADDRESS:

2002 Walnut Hill Dr. Rowlett, TX 75088

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04-27-16P01:03 RCVD

Department of Development Services

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I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

PROPERTY OWNER NAME (print):

JAN TEKELL

SIGNATURE:

Jan Tekell

ADDRESS:

2001 GREENHILL DR.

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Development Services
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Rowlett, TX 75030-0099



03-09-16 P04:16 OUT

Department of Development  
Services

COURTESY NOTICE OF PUBLIC HEARING

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

**COMMENTS:** Rowlett needs to preserve as much of nature as we can!

**PROPERTY OWNER NAME**  
(print): Jeanie Krell

**SIGNATURE:** Jeanie Krell

**ADDRESS:** 2409 Worchester Dr.

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<p>If you have any questions concerning this request, please contact the Department of Development Services</p> <p>Phone 972-412-6166 FAX 972-412-6228 glangford@rowlett.com</p>	<p><b>RETURN BY FAX OR MAIL</b></p> <p>City of Rowlett Development Services PO Box 99 Rowlett, TX 75030-0099</p>
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03-29-16A08:51 RCVD

Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Zoning Change
LOCATION: The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 5.255 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas. A map is attached for reference.
EXPLANATION OF REQUEST: The applicant requests a rezoning from the existing Single Family-40 Zoning District to a Planned Development District with an underlying Single Family-5 (SF-5) base zoning district to build a single family subdivision.

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

COMMENTS:

The size of the proposed structure

would diminish the home values of existing neighborhoods

PROPERTY OWNER NAME

(print):

JUDY BLANTON

SIGNATURE:

[Handwritten Signature]

ADDRESS:

2306 Springfield Ln

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City of Rowlett

Development Services

PO Box 99

Rowlett, TX 75030-0099



Department of Development Services

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

COMMENTS: He are opposed only to have their zoning change has been proposed. He would like to see a 25' set back from the street for the house and side entry garages. He would also like to see lots that are 60' across and 120' deep. This would be \*

PROPERTY OWNER NAME (print): Gerry and Brenda Miller
SIGNATURE: Brenda Miller, Jerry Miller
ADDRESS: 3310 Westshore Dr. Rowlett, TX 75088

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Table with 2 columns: Contact information for Department of Development Services and Return by Fax or Mail information for City of Rowlett.

\* in keeping with the other subdivisions in the surrounding areas and not diminish their property values.



Department of Development Services

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

**COMMENTS:** 6000 square foot lots are to small to build the type homes in the north side of Miller Rd. It does not meet the future zoning plan for this city.

**PROPERTY OWNER NAME (print):** WALTER T. J. GIBSON

**SIGNATURE:** Walter T. J. Gibson

**ADDRESS:** 1899 Miller Rd., Rowlett, TX

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[glangford@rowlett.com](mailto:glangford@rowlett.com)

RETURN BY FAX OR MAIL  
 City of Rowlett  
 Development Services  
 PO Box 99  
 Rowlett, TX 75030-0099



**Department of Development Services**

**COURTESY NOTICE OF PUBLIC HEARING**

03-18-16A08:58 RCVD

**TO:** Property Owner  
**RE:** Application for a Zoning Change  
**LOCATION:** The subject properties are located at 2009, 2013, 2109 and 2113 Miller Road further described as being 5.255 +/- acres in the S.A. & M.G. RR Survey, Abstract No. 1407, City of Rowlett, Dallas County, Texas. A map is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.  
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

**COMMENTS:** *The proposed density is excessive compared to adjacent properties, a minimum of 65 foot lot width and side entry garages with at least a 25 foot setback from street would be acceptable to me.*

**PROPERTY OWNER NAME (print):** Alma Ann Murphy  
**SIGNATURE:** *Alma Ann Murphy*  
**ADDRESS:** 3822 Dexham Road, Rowlett, TX 75088

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Department of Development  
Services

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**TO:** Property Owner

**RE:** Application for a Zoning Change

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

**COMMENTS:**

*Density of homes that would be the effect of  
6000 sq.ft. lots.*

**PROPERTY OWNER NAME**

(print):

*John R & Patricia Worthy*

**SIGNATURE:**

*1965 Miller Rd - Patricia Worthy*

**ADDRESS:**

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City of Rowlett

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

**COMMENTS:** *6000 sq. ft. lots are too small for estate type homes to be built on north side of Miller Rd. It does not meet the one (1) acre lots and 2400 sqft homes for the zoning requirements!*

**PROPERTY OWNER NAME (print):** WALTER T.J. GIBSON  
**SIGNATURE:** Walter T.J. Gibson  
**ADDRESS:** 1899 Miller Rd, Rowlett, TX

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03-17-16A10:52 RCVD



Department of Development  
Services

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

**COMMENTS:** *I am very concerned about property values decreasing and traffic congestion along Miller Road.*

**PROPERTY OWNER NAME (print):** *Gwendolyn D. Stewart*  
**SIGNATURE:** *Gwendolyn D. Stewart*  
**ADDRESS:** *1909 Walnut Hill Drive Rowlett TX 75088*

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City of Rowlett  
Development Services  
PO Box 99  
Rowlett, TX 75030-0099



Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING 18-16A08:58 RCVD

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

**COMMENTS:** 6000 sq ft. lots - too many homes -

**PROPERTY OWNER NAME (print):** Gay Worth  
**SIGNATURE:** [Signature]  
**ADDRESS:** 1901 Miller Rd

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03-16-16 A10:49 OUT

**Department of Development Services**

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

**COMMENTS:**

---

**PROPERTY OWNER NAME**

(print):

DARRICK + KIMBRA MOUSER

**SIGNATURE:**

*Darrick Mouser*

**ADDRESS:**

3414 HARBOR POINTE ROWLETT, TEXAS 75088

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[glangford@rowlett.com](mailto:glangford@rowlett.com)

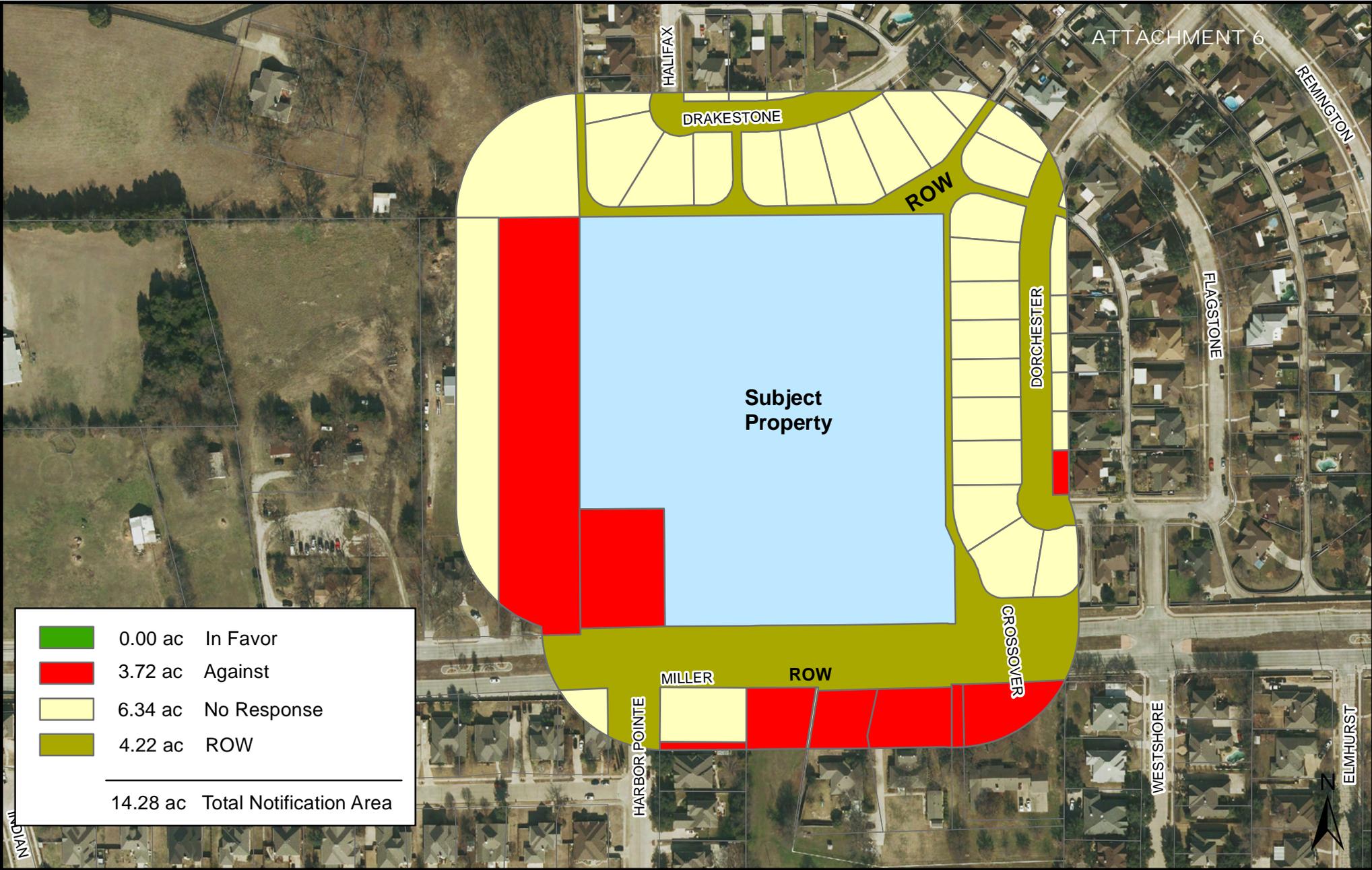
**RETURN BY FAX OR MAIL**

City of Rowlett

Development Services

PO Box 99

Rowlett, TX 75030-0099



**2009, 2013, 2109, & 2113 MILLER RD  
MANORS ON MILLER  
ZONING CHANGE**  
Map Created: April 27, 2016

**PROTEST CALCULATION MAP**



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/03/2016

**AGENDA ITEM:** 8C

**TITLE**

Conduct a public hearing and consider an ordinance approving a Special Use Permit to allow a licensed foot spa and body massage establishment in the General Commercial/Retail Zoning District for property located at 8301 Lakeview Parkway, Suite 110, further described as a 1,200+/- square foot existing lease space being part of Block A, Lot 1, of the Amesbury Addition City of Rowlett, Dallas County, Texas.

**STAFF REPRESENTATIVE**

Garrett Langford, Principal Planner, AICP

**SUMMARY**

The subject property is located in Suite 110 within the Lakeview Crossing Shopping Center on the northwest corner of Lakeview Parkway and Amesbury Lane. (Attachment 1 – Location Map, Attachment 2 – Concept Plan). The shopping center is zoned General Commercial/Retail (C-2). The Rowlett Development Code (RDC) requires a Specific Use Permit (SUP) for licensed massage establishments located in the C-2 zoning district.

The Planning and Zoning Commission voted unanimously to recommend approval of this item at their April 12, 2016, regular meeting with the condition that the property may be used for the operation of a state and City licensed massage establishment in addition to other uses allowed by zoning regulations. The item was discussed under Item C3, which can be viewed at the following link: <http://rowlettx.swagit.com/play/04122016-1425>.

**BACKGROUND INFORMATION**

The applicant, Rong Liu, is a licensed massage therapist with the State of Texas and desires to open a day spa in Rowlett (Attachment 3 – Credentials). As previously noted, a massage establishment requires an SUP within the C-2 zoning district. The shopping center contains a variety of neighborhood serving commercial/retail uses including, but not limited to, a gym, martial arts studio, and restaurant. As further described below, it is staff's professional opinion that the proposed use is compatible with the surrounding uses.

**DISCUSSION**

Section 77-206.D of the Rowlett Code of Ordinances lists the criteria for approval of SUPs. Recommendations and decisions on SUPs shall be based on consideration of the criteria below. Staff has added additional comments in bold italics where applicable.

1. The proposed special use permit is consistent with the comprehensive plan and other infrastructure-related plans, all applicable provisions of this Code, and applicable state and federal regulations;

***The subject property is not in any of the 13 identified opportunity areas in the Realize Rowlett 2020 Comprehensive Plan. As such, the existing zoning and guiding principles should inform development decisions.***

***The application can be interpreted to address Guiding Principal 2, "Grow the City's economy through diversification of job and business opportunities.", and Guiding Principal 8, "Create centers with a mix of activities at key locations in Rowlett", of the Realize Rowlett 2020 Comprehensive Plan.***

***Based on the Realize Rowlett 2020 Comprehensive Plan the proposed use is consistent with the intent for the area.***

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

***The existing zoning is C-2, which allows for general commercial/retail uses. Per Section 77-203.B.5 of the RDC:***

The C-2 district is intended for the conduct of retail sales-type uses, with only a subordinate percentage of a development associated with other retail and office uses. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery. The C-2 district is intended to be applied primarily to areas of high traffic volume and along areas accessing high-volume streets.

***Based on the intent of the C-2 zoning district, a massage establishment would be a compatible use.***

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

***Day spas and massage establishments continue to be a growing business type throughout the Dallas Fort Worth area. This type of use exists in other similar shopping centers in Rowlett and in surrounding Cities.***

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

***The proposed use should not negatively affect the health, safety, morals, or general welfare of the public.***

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

***The property has access to Lakeview Parkway (SH 66) a Type A+ thoroughfare and access to Amesbury Lane, a local street based on the Master Thoroughfare Plan. In addition, water and sewer services are already available at the site. No additional transportation or utility services are required to accommodate the proposed use.***

6. Whether the proposed special use permit is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

***The proposed use should not have any adverse impacts on other property within the vicinity. The shopping center contains numerous personal service and retail establishments. The proposed use is compatible with the other uses in the center.***

7. The suitability of the subject property for the existing zoning and the proposed use sought by the special use permit.

***The subject lease space is within an established shopping center with personal service and retail uses. The proposed massage establishment would complement these existing uses and provide neighborhood based services oriented to local customers. This meets the intent of the C-2 zoning district and should be compatible with surrounding uses.***

In a previous SUP request for a state licensed massage establishment, there were concerns that granting an SUP may allow future unlicensed massage establishment. Unlicensed establishments, such as “foot reflexology” have been interpreted as “massage establishments” in recent years. The RDC does not currently have a specific use category for “foot reflexology”. As such, staff interprets them to fit most closely under the “massage establishment” use category, thus requiring a SUP for approval. SUP approvals run with the land so there is a risk of automatically approving an unlicensed establishment in the future if this applicant vacates the premise. To address this concern, staff is proposing a condition that if the current applicant moves out and a foot reflexology business applies for a certificate of occupancy, then they would be required to follow the SUP process. This will give City Council the opportunity to approve or deny the application based on its own individual merits.

In summary, it is Staff’s opinion that the request with the proposed condition meets the criteria outlined in the RDC for an SUP. The proposed licensed massage establishment is not expected to have an adverse impact on adjacent properties and will be compatible with the surrounding commercial uses that are allowed by right in the C-2 Zoning District.

### Public Notice

On March 24, 2016, a total of 21 notices were sent to property owners within 200 feet, a notice was published in the *Dallas Morning News* and a sign was posted on the property on April 1, 2016. As of Wednesday April 27, 2016, two responses have been returned in favor of the request (Attachment 5 – Public Responses).

### **FISCAL IMPACT/BUDGET IMPLICATION**

N/A

### **RECOMMENDED ACTION**

Staff recommends approval of this item with the condition that the SUP be tied to licensed massages establishments only.

### **ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY GRANTING AN “SUP” SPECIAL USE PERMIT FOR A “MASSAGE ESTABLISHMENT” IN A 1,200 +/- SQUARE FOOT EXISTING LEASE SPACE AT 8301 LAKEVIEW PARKWAY, SUITE 110, FURTHER DESCRIBED AS BEING A PART OF BLOCK A, LOT 1, OF THE AMESBURY ADDITION, CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended by granting an “SUP” Special Use Permit for a “Massage Establishment” in a 1,200 square-foot +/- existing lease space identified as Suite 110 at 8301 Lakeview Parkway, further described as being a part of Block A, Lot 1, of the Amesbury Addition, City of Rowlett, Dallas County, Texas, and being more particularly described in Exhibit “A” attached hereto and incorporated herein (hereinafter the “Property”).

**SECTION 2.** That the Property may be used for the operation of a state and city licensed massage establishment in addition to other uses authorized in C-2 General Commercial/Retail Zoning. The rights and consents granted by this SUP shall cease and terminate automatically and without further action of the City Council in the event that any license issued by the State of Texas for a massage establishment on the Property is suspended, terminated or revoked. The rights and consents granted by this SUP shall cease and terminate automatically and without further action of the City Council in the event that the applicant for this SUP vacates the Property; this SUP shall not run with the land, and is specific to the applicant.

**SECTION 3.** That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in provisions of the Rowlett Development Code (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Development Code or other ordinance shall be applied to development and use of the Property.

**SECTION 4.** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the comprehensive Zoning Ordinance as a whole.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall

be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**ATTACHMENTS**

Exhibit A – Property Location

Attachment 1 – Location Map

Attachment 2 – Floor Plan

Attachment 3 – Credentials

Attachment 4 – Public Responses





200' Notification Area

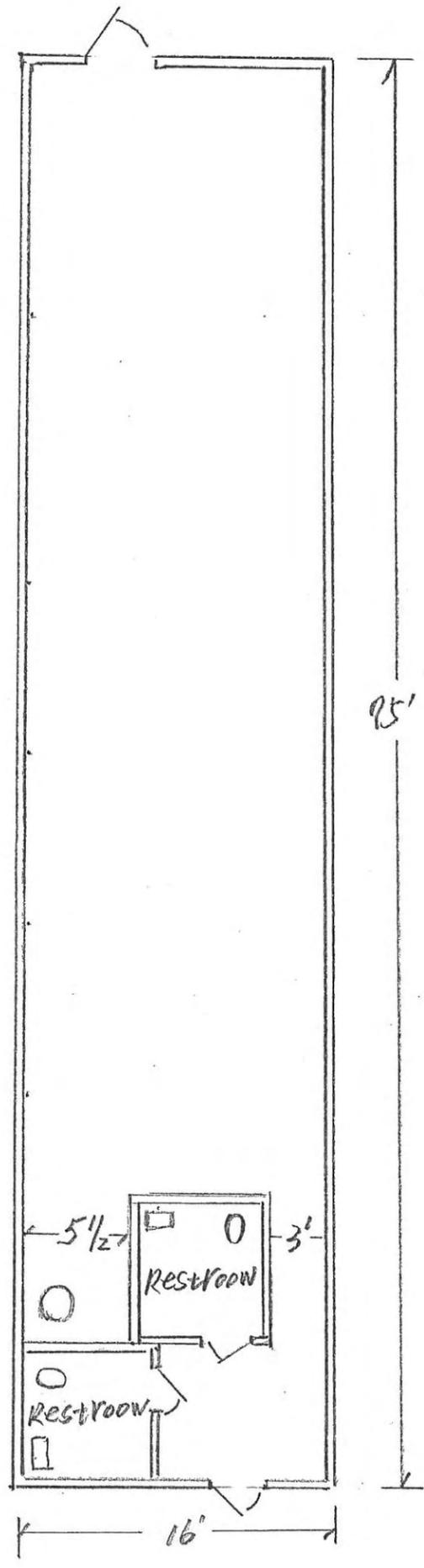
Subject Property



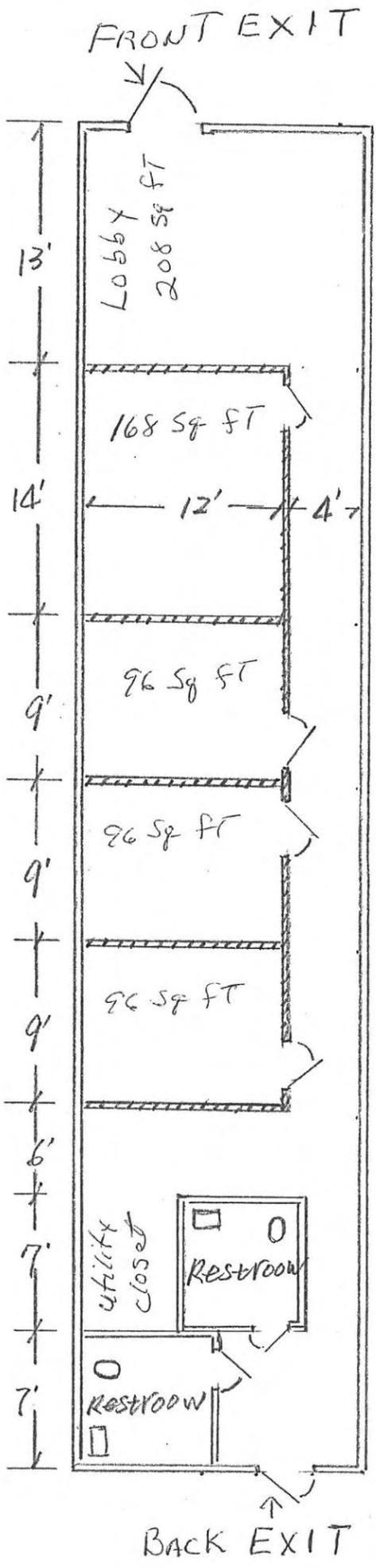
Relaxing Spa  
8301 Lakeview Parkway, Suite 110  
Map Created: March 24, 2016

Special Use Permit  
200 Ft. Notification Area

ORIGINAL PLAN



REVISED PLAN



8301 Lakeview Pkwy #110  
Rowlett, TX 75088

SCALE: 1" = 8'

## RELAXING SPA CENTER

March 21, 2016

City of Rowlett

To the Honorable Mayor Todd W. Gottel

And to City Council Mr. Robert Van Bloemendaal, Miss. Tammy Dana Bashian, Miss. Debby Bobbitt, Mr. Michael Gallops, Mr. Carl Pankratz, and Mr. Rick Sheffield

My name is Rong Liu, I would like to take this opportunity to explain why a Foot Spa, and Body Massage business would be very beneficial to the Beautiful City of Rowlett.

Allow me to start by listing my Certification and work Experience:

May 2014 – Obtained Massage Therapist License.

May 2014 –January 2015-Green massage, in Flower Mount, TX.

February, 2015 to May, 2015 Falex Massage in Dallas, TX.

June, 2015 to February, Opened Clover Spa, in McKinney, TX. With a business Partner.

We now wish to separate, and I would like to establish my own practice, in Rowlett, TX.

The name of my business will be Relax Spa: The address for this proposed location is 8301 Lakeview Parkway suite 110, Rowlett, TX considering the high demand for a Professional Therapeutic relief in the

area, Relax Spa would improve everyone's Health, but would also increase the economic potential for the City of Rowlett.

Thank you for your time and Consideration.

Regards,

Rong Liu

Certified Professional Massage Therapist.

## RELAXING SPA CENTER

Total square feet of facility is 1200 sq., there will be four rooms for Customer use. One room will be 168 sq. Feet the three other rooms will be 96 sq. Feet

The Lobby will be 208 sq. Feet there will also be a Utility room, a closet 96 sq. Feet Two Restrooms, and two Exit's.

The hours of operation will be from 10 AM, to 9:30 PM, Monday to Sunday.

As for parking spaces, this is a large shopping center with 100 spaces or more for customer parking, and more.

There is two copies of the floor plan, with this letter.

Regards,

Rong Liu.



**Texas Department of State Health Services**

DOES HEREBY CERTIFY THAT

**Rong Liu**

meets the qualifications established in Texas Occupations Code, Chapter 455 to practice the profession of massage therapy and is authorized to employ the title

**Licensed Massage Therapist**

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.

License Number MT120447

Effective 6/26/2014

INVALID WITHOUT CURRENT RENEWAL  
CARD

A handwritten signature in cursive script, appearing to read "David L. Lahey MD".

David L. Lahey, M.D., Commissioner of  
Health



Department of Development Services

NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Special Use Permit
LOCATION: A 1,200+/- square foot existing lease space at 8301 Lakeview Parkway, Suite 110, being part of Block A, Lot 1 of the Amesbury Addition City of Rowlett, Dallas County, Texas.

EXPLANATION OF REQUEST: The applicant requests a Special Use Permit (SUP) to operate a foot spa and body massage business, considered a "Spa or massage establishment" by the Rowlett Development Code at the subject property.

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

COMMENTS:

LAKESIDE CROSSING SHOPPING CENTER DALLAS, TX. L.P.

SIGNATURE:

ADDRESS:

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on April 12, 2016, and the City Council will hold a public hearing at 7:30 p.m. on May 3, 2016, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Department by 5 pm on Wednesday, April 6, 2016, for your comments to be included in the Planning and Zoning Commission packet. All responses received by April 27, 2016, will be forwarded to the City Council as well; it is not necessary to respond twice. Responses received after the times noted above shall not be counted in the record of responses.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protest in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact the Planning Division
Phone 972-412-6166
FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL
City of Rowlett
Development Services
3901 Main Street
Rowlett, TX 75088



Department of  
Development Services

**NOTICE OF PUBLIC HEARING**

**TO:** Property Owner  
**RE:** Application for a Special Use Permit  
**LOCATION:** A 1,200+/- square foot existing lease space at 8301 Lakeview Parkway, Suite 110, being part of Block A, Lot 1 of the Amesbury Addition City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.  
**EXPLANATION OF REQUEST:** The applicant requests a Special Use Permit (SUP) to operate a foot spa and body massage business, considered a "Spa or massage establishment" by the Rowlett Development Code at the subject property.

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

**COMMENTS:** *Don't see any Reason not too.*

**SIGNATURE:**  *Hayes CARTER*  
**ADDRESS:** *8301 LAKEVIEW PKWY STE 100 ROWLETT, TX 75088*

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services located at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 7:00 p.m. on April 12, 2016, and the City Council will hold a public hearing at 7:30 p.m. on May 3, 2016, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact the Planning Division  
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 City of Rowlett  
 Development Services  
 3901 Main Street  
 Rowlett, TX 75088