



# 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, December 13, 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 is no agenda item.

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

**3A.** Discuss July 2016 Waterview Golf Course Audit conducted by Clyde Johnson Designs, Inc., the response from Waterview Golf Course staff, and the feedback from the Golf Advisory Board. (45 minutes)

**3B.** Discuss the potential creation of a community improvement standards program. (60 minutes)

**4. DISCUSS CONSENT AGENDA ITEMS**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**TEXAS PLEDGE OF ALLEGIANCE**

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

**5. PRESENTATIONS AND PROCLAMATIONS**

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

**6. CITIZENS' INPUT**

*At this time, three-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. No action can be taken by the Council during Citizens' Input.*

**7. CONSENT AGENDA**

*The following may be acted upon in one motion. A City Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.*

- 7A.** Consider action to approve minutes from the December 6, 2016 City Council Regular Meeting.
- 7B.** Consider action to approve a resolution awarding auditing services for the financials of the City for the fiscal years ending September 30, 2017 through 2021 to Weaver and Tidwell, LLP.
- 7C.** Consider action to approve a resolution awarding an annual contract for concrete repair or replacement of sidewalks, curb, gutter and utility cuts in an estimated amount of \$561,150 to F&F Concrete Company.
- 7D.** Consider action to approve a resolution accepting the bid of and awarding a contract to Durable Specialties, Inc., in the amount of \$125,700 for the total base bid, with a five percent (5%) contingency for \$6,285, resulting in a total project amount of \$131,985, for installation of a temporary traffic signal system at the Miller and Chiesa intersection, and authorizing the Mayor to execute the necessary documents for said services.
- 7E.** Consider action approving an Interlocal Cooperation Agreement between Rockwall County and the City of Rowlett regarding municipal judge services.
- 7F.** Consider action to approve a resolution to amend the City Personnel Manual's Vacation Leave Payout policy.

**8. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 8A.** Consider action to approve a resolution to enter into a Purchase and Sale Agreement for property located at 3801 President George Bush Turnpike and authorize the Mayor to execute the necessary documents.

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

**9. ADJOURNMENT**

*Laura Hallmark*

Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website (www.rowlett.com) on the 9<sup>th</sup> day of December 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:** 12/13/16

**AGENDA ITEM:** 3A

**TITLE**

Discuss July 2016 Waterview Golf Course Audit conducted by Clyde Johnson Designs, Inc., the response from Waterview Golf Course staff, and the feedback from the Golf Advisory Board. (45 minutes)

**STAFF REPRESENTATIVE**

Angela Smith, Director of Parks & Recreation

**SUMMARY**

In July 2016 the City of Rowlett hired an independent contractor, Clyde Johnson Designs, Inc., to conduct a full Compliance Audit (Audit) of the compliance of Waterview Golf Course with Exhibit F: Operating Standards (“Exhibit F”) of their current lease. This item is to discuss the findings of the Audit, discuss the response from Waterview Golf Course staff from American Golf Corporation (AGC), and discuss recommendations made by the Golf Advisory Board (GAB) at their December 6<sup>th</sup> meeting.

**BACKGROUND INFORMATION**

At the joint meeting of the GAB and the Rowlett City Council on May 17, 2016, a number of issues were brought to light by the GAB regarding ongoing maintenance at the Waterview Golf Course. As a future concern, the GAB listed “adherence to maintenance contract by American Golf.” In response to this concern, staff convened and agreed to conduct an independent audit of the course in relation to Exhibit F of the contract. Much care was taken to ensure that we contracted with a completely independent party that had no relationship with AGC. The field audit was conducted on July 11, 2016. Clyde Johnson Designs, Inc., was provided a full copy of the lease agreement and specifically a copy of Exhibit F, and was asked to audit the course for compliance with Exhibit F. The written report was completed on July 19, 2016.

**DISCUSSION**

Clyde Johnson of Clyde Johnson Design, Inc., officially visited the course on July 11, 2016. The visit included an initial tour of the entire golf course and then individual meetings with AGC staff including Dru Bolen, General Manager, and Scott Alford, Golf Course Superintendent. Following the meetings, he made another tour of the course and of the entire facility including the maintenance area, practice range and the 3-hole practice area. These meetings also provided Mr. Johnson the opportunity to review maintenance records.

Mr. Johnson developed a scorecard to ensure all items were covered during the Audit. This scorecard, which is located as the last four pages of the Audit, lists the standard during in season and off season and if the course was in compliance with the standard. There is also a note

column. During the Audit, Mr. Johnson found Waterview Golf Course to be in compliance with Exhibit F in all areas except for the following:

Not in Compliance at all	Yes/No on Compliance (standard reads “as needed” but had not been done in the past year)
<ol style="list-style-type: none"> <li>1. Repair Ball Marks/Damage Daily</li> <li>2. Top Dressing to contain seed of annual/perennial – note: seed not desirable for Bermuda</li> <li>3. Testing and inspection of all storage tanks at Leased Property should be done periodically – currently not testing or inspecting storage tanks</li> </ol>	<ol style="list-style-type: none"> <li>1. Aerification of Tees – designated to happen every 2 months – currently happening 1-2 times per year as needed</li> <li>2. Aerification of Fairways – designated to happen three times per year – currently scheduled two times per year</li> <li>3. Buildings/Structures kept in good repair – NOTE: pump station building siding is in poor condition</li> <li>4. Sand Traps – designated to be filled with fresh sand ½” on slopes and 4” in bottom as needed – None has been added in the last year</li> </ol>

Although not a part of Exhibit F, the Audit did point out two other issues that are important to the maintenance and operations of the golf course. The first issue regards storm drainage on the right side of Hole #9, which is not draining appropriately. The second issue is appropriate cart traffic control, which is causing some erosion along the cart path as golf carts leave the path.

The report was presented to the GAB at the September 2016 meeting since they do not meet in August. Since September, City staff has worked very closely with the AGC staff at Waterview Golf Course to review the Audit, discuss plans and develop an action plan that is feasible for AGC to bring the course into compliance with the agreement. AGC staff at Waterview Golf Course have developed a response, which is included in the Audit Reponse Plan (Attachment Two). A small snippet is provided within this report (see below). Several items have already been addressed, such as repairing ball marks/damage, top dressing all worn areas and inspecting storage tanks. Dates have been established for aerification of the tees and fairways. Waterview staff is getting bids on the repair of the pump house and full repairs will be completed as an emergency funding project by the end of February.

## 2016-2017 Waterview Golf Course Audit Action Plan

	Issue	Standard	Plan	Timeline	Amended Plan
1.C	Repair Ball Marks/Damage	Daily	Marshalls are working daily on Repair Ball Marks/Damage during rounds	Continuously Done	-
2.B	Topdressing all worn areas	All worn areas on tees shall be topdressed at least weekly to fill dibots and level tee surface. Topdressing material shall contain see of annual or perennial ryegrasses.			Seed not desirable with Bermuda Grass.
2.G	Tee Aerification	Every 2 months in-season	Aerify tees every other month during growing season - April through end of August - American Golf would like to amend Exhibit F	March 27 and July 10	Tees should be aerified <b>once/twice in season</b>
3.B	Fairway Aerification	2x per year	Aerify Fairways two times per year - American Golf would like to amend Exhibit F recommendation	June 5 and August 21	Fairways should be aerified <b>once/twice in season</b>
10.B	Building Repair (Pump House)	At All times	Getting Bids now - will submit as emergency purchase to American Golf to obtain funding - can get funding within 30 days once bid received - expect to be completed by the end of February	To be complete by February 2017	-
12.C	Sand in Slopes/Bottom	As needed - found adequate sand on most slopes not in bottom	Request for \$12,000 has been submitted to American Golf to begin replacing the sand in the bunkers. \$12,000 will purchase approximately 325 tons of sand. Focus will be on bunkers around the greens first, will work out to bunkers on the fairways. Once complete will report which bunkers complete and which still need work.	First group done beginning in January 2017. Additional bunkers will be done as funding is approved. Will request annual funding for sand.	
18	Storage Tanks	Periodic testing and inspection of all storage tanks located on all property.	Tanks are inspected once a month by American Golf staff. Tanks are also inspected once a month by Jack Ray and Sons when they are filled.	Ongoing inspections	

The Waterview Golf Course Audit Action Plan was reviewed and discussed in detail at the December 6<sup>th</sup> GAB Meeting. The GAB voiced two concerns with the response:

1. The GAB is concerned that the \$12,000 committed from American Golf will not be enough to bring "Sand in slopes/bottoms" of bunkers completely into compliance. The proposal from American Golf is to find a starting place to get the bunkers back into compliance. If it is not adequate, American Golf will determine how the remaining bunkers can be brought into compliance and will report back to the City of Rowlett.
2. The second concern involves the greens at the course. The GAB has long discussed the weeds and the collars surrounding the greens. The Audit only addresses that the Waterview Golf Superintendent is working on addressing these issues. It is important to note that the Audit did not find Waterview in noncompliance on this issue just a special note was made regarding the weeds.

Another important issue that was discussed at the December 6<sup>th</sup> meeting is ongoing issues with drainage at the course. The Audit does note that drainage is an issue and discusses drainage concerns specifically on Hole #9 and Hole #5. This issue was discussed at length at the GAB meeting and there appeared to be consensus that drainage is an issue. The Waterview HOA owns property on the left side of Hole #8 with two drains with drainage issues. The HOA believes they have a simple repair solution and will test this fix on these two drains. Another suggestion that was discussed by the GAB was to possibly apply the \$30,000 currently allocated to rebuilding the retaining wall on Hole #8 to making repairs to the drainage system in those areas that are the worst. The concern is that Waterview Golf Course staff can add sand to the bunkers to get into

compliance but if the drainage is not working properly the sand that is put into the bunker will become contaminated when it rains and will need to be replaced again. However, to be clear, the decision to fix the root problem causing some of the issues with the sand traps (i.e. drainage) versus replacing sand in the bunkers to comply with the requirements of Exhibit F is an operational decision that American Golf will make.

At this point, the Parks and Recreation Department will monitor American Golf's progress to ensure these items are completed in the time frame of the Waterview Golf Course Audit Action Plan.

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

N/A

#### **RECOMMENDED ACTION**

No action required. This item is for informational purposes.

#### **ATTACHMENTS**

Attachment One – Waterview Golf Course Audit

Attachment Two – Audit Action Plan from Waterview Golf Course

**GOLF COURSE MAINTENANCE REVIEW  
WATERVIEW GOLF CLUB  
ROWLETT, TEXAS**

**PREPARED FOR  
CITY OF ROWLETT  
ROWLETT, TEXAS**

**PREPARED BY  
CLYDE JOHNSTON DESIGNS, INC.  
GOLF COURSE ARCHITECTURE  
HILTON HEAD ISLAND, S.C.  
JULY 19, 2016**

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## Introduction

Clyde Johnston Designs, Inc. was contracted by the City of Rowlett to review the maintenance of Waterview Golf Club for conformance with a document entitled "Exhibit F – Operating Standards" per the City's lease agreement with American Golf Corporation. The scope of work included:

1. Reviewing the Operating Standards prior to a site visit
2. Developing a "scorecard" of the items listed in the Operating Standards.
3. Make a one day site visit to look at the course conditions and meet with the General Manager and Golf Course Superintendent.
4. Prepare a report detailing my observations and completing the scorecard.

I, Clyde Johnston, ASGCA made a one day site visit on Monday, July 11, 2016. The visit involved an initial tour of the entire golf course then individual meetings with Dru Bolen, General Manager and Scott Alford, Golf Course Superintendent. Following the meetings I made another tour of the golf course and the entire facility including the maintenance area, practice range and 3-hole practice area. The following represents my personal observations complimented by information provided by Bolen and Alford.

## 1. GREENS

The putting surfaces of the greens were well maintained, healthy and weed free. The collars surrounding the greens do have some weeds which will be addressed by the superintendent when the weather conditions are favorable. The grass on the putting surface is Bentgrass but the variety or varieties are unknown. The putting surfaces were smooth and mowed at an appropriate HOC (height of cut) for this time of year. The Operating Standards call for a HOC between 3/16" and 5/16" which is higher than necessary. The greens at Waterview are cut seven days/week at 1/8" from the Fall to Spring months then raised slightly during the Summer months to lessen the stress on the grass.

The appearance of the putting surface is slightly mottled which leads me to believe the greens were planted with a blend of two different types of Bentgrass (not uncommon). All of the greens on the golf course exhibited moderate ball mark damage. Even when the ball mark had been repaired by the golfer, the ball mark area grass was bruised and unsightly. This is not uncommon especially in certain varieties of Bentgrass.

The superintendent aerates the greens with large tines twice a year usually late Spring and late August. The greens are also needle-tine aerated every 3 weeks and are spiked weekly in combination with a light topdressing. This is a pretty standard maintenance practice for golf courses. This combination of two large hole aerations plus the needle-tine aerations exceeds the requirements of the Operating Standards.

Bentgrass is a cool season grass and is best suited for locations in the northern part of the United States. Bentgrass can be and is grown in the south however it has issues with heat and humidity during the summer months plus you have to make regular fungicide applications at some additional cost. Mr. Alford felt the greens were probably built to the United States Golf Associations Specifications for

Putting Green Construction, which is a very desirable construction method and beneficial to the growing of Bentgrass in a warm season grass environment. Also the fact that 17 of the course greens are fairly open (few trees) helps with the airflow needed for Bentgrass in this location. The fans on green #4 were needed due to the low elevation of the green and the heavy tree cover surrounding the green which prevent good airflow across the green.

As noted on the Maintenance Scorecard, Bentgrass is not overseeded as it grows best in the fall, winter and spring months in your location. The HOC has to be raised during the hot summer months to reduce the heat stress on Bentgrass.

## 2. TEES



The tees on the golf course are generally oval in shape, ample in size and most are slightly crowned for drainage. All but a couple were in good condition. The back tee on hole 7 was in poor condition but very few golfers play from that location. I was told that tee was added at a later date and I noted that it is too small to be mowed properly.

The tee surface grass HOC was good and the appearance acceptable. The tee tops were weed free. The par 3 tees had an expected amount of divot damage and course staff has been keeping up with filling the divots with sand on a daily basis.

The superintendent reported that only the par 3 tees and the practice range tee are overseeded. The Operating Standards state that all tees shall be overseeded. I see fewer courses overseeding as a general practice to lower the operating costs. Overseeding only par 3 tees and the practice range tee does make sense since these areas get more divots than other tees on the course.

The tees are verticut as needed to control mat or thatch build-up. The tees are aerified one to two times per year, according to the superintendent. The Operating Standards state aerification should be done every two months from March through October and as needed for the remainder of the year. Most courses in the South aerate tee tops one to two times per year at the same time the fairways are aerified (late spring/early summer and late summer). The tee turf on most tees was of decent color but some were slightly off-color and are due for another dose of fertilizer. The superintendent stated that the tees are fertilized two to three times per year.

Natural rock path/steps have been added to access the rear tees on holes 7 and 15. While I understand the need to provide the golfer walking access to the back tees, I think the rock path/steps is a poor choice due to the uneven nature of the rocks, spacing between the steps and the potential for slipping in wet conditions. Fortunately, very few players use the back tees but I still feel this is an unsafe situation.

### **3. FAIRWAYS**

The fairways were weed free in good condition with a HOC of about ½ inch. As is commonly done with Bermuda grass, the HOC will be raised slightly to ¾ inch starting in July and kept at that height through the winter months. The fairways are being mowed at least three times per week and as needed during the off season.

The fairways were of good color but some areas were slightly off and due for another fertilizer application. The fairways were fertilized earlier this year with 150 pounds per acre of 12-24-12 fertilizer as that was the amount ordered by the previous superintendent. The rate should have been 200 pounds per acre. The Superintendent had recently added dirt to level the irrigation trenches that had settled over time. The Bermuda grass should cover the dirt this summer.

The Superintendent plans to aerate two times this year – the requirement is 3 times. Most courses I consult with and know of only aerate the fairways once a year. I feel that two aerifications for the fairways and immediate roughs should be adequate for the Waterview golf course. They have an aerification unit they share with 3 courses but presently do not have a tractor capable of pulling it.

### **4. ROUGHS**

The immediate roughs closest to the fairway are in good condition with some weeds. The far roughs (where the natural vegetation had been removed in the past) does have an unacceptable level of weeds. The Superintendent reported that the far rough had been neglected in the past with regard to weed control by the previous superintendent and he was playing catch-up this year. He applied a post-emergent herbicide earlier this year that has eliminated many weeds and he is planning to spray again when the weather conditions are right. Mr. Alford reported that he plans to spray a pre-emergent herbicide in September/October. It does take time to recover from weed infestations.

The current HOC in the roughs is 1-1/2 inches but the height will be raised soon to 1-3/4 inches due to the summer heat and health of the plant going into the off season. Mr. Alford reported that the HOC will go back down to 1-1/2 inches starting in March of each year.

The superintendent plans to aerate the rough areas (tree line to tree line) as soon as they can find/get a piece of equipment that can tow the aeration machine. The roughs have not been aerated this year thus far. The roughs were fertilized earlier this year at the same time as the fairways at the same rate of application.

### **5. NATURAL GROWTH AREAS**

Mr. Alford reported that the far roughs (area between the trees and the rear lot lines of the homes) were originally planted in Buffalo grass and other types of vegetation. This vegetation was eliminated and the areas planted with Bermuda grass, which grew in successfully and is now maintained as rough.

Other natural growth areas are generally unmaintained but periodically policed for trash and undesirable vegetation.

## **6. PLANTERS**

The course has a few planter areas that are planted with ornamental plants and ornamental grasses. They were all in good condition and weed free. Some of the border curbing needs to be reset as it has been dislodged by equipment or golf carts. All of the vegetation appeared to be in good condition.

## **7. TREES**

All of the small trees are established and the staking has been removed. There are about a dozen small trees that have died or are dying which need to be removed. I also noted several stumps remaining that need to be removed to prevent damage to equipment, golf carts or injury to golfers. Mr. Alford stated that this work will be part of their winter program when they have more time to implement. Some tree pruning is done when the lower branches interfere with maintenance equipment operations or the playing of golf.

All of the trees between the rough and far rough are within the irrigation areas of the golf course. Presently there is some grass and weeds around the trunks of some trees that needs to be removed. As stated in the Operating Standards, large area mowers should not be used within one foot of the tree trunks. I would also recommend that string trimmers be restricted in that same area as they can cause damage to the bark of the trees. Most courses use some type of mulch around the tree trunks and keep the mulch weed-free by periodically spraying it with Glyphosate (Roundup®).

I did notice that some of the spacing between the small trees was on the short side and would better serve maintenance operations with a larger spacing.

## **8. IRRIGATION**

I did not see the irrigation system in operation as there was a golf outing underway during my visit. I did note that the irrigation coverage on the golf course was quite adequate based on the location of the sprinkler heads. Mr. Alford reported that the computer controls of the irrigation system was recently upgraded for better performance. The irrigation system is now 16-17 years old and with proper maintenance and repair, should last a long time. Mr. Alford's experience with the system showed only minor repair issues.



Based on the condition of the turf, the irrigation system is used on a regular basis and the coverage is quite adequate. I did notice that some of the irrigation sprinkler heads around the greens have either settled or the ground around them has built up from sand splash from bunker shots. Due to safety reasons, I would

recommend that any sunken heads be reset and made level with the surrounding grades.

## **9. FENCES AND WALLS**

The only items I noticed on the golf course were the stone and wood retaining walls, both of which were in good condition. The fence around the maintenance area also was in good condition.

## **10. CLUBHOUSE, STRUCTURES AND CART PATHS**

The course restrooms are maintained daily by course maintenance staff and were clean, properly supplied and presentable at the time of my visit. The only deficiencies were the peeling floor paint and some bad shingles on the restroom on the front nine. The back nine restroom building was in good condition.



The irrigation pump house building is in need of some siding repairs and paint. The inside was fairly clean and was typical of an irrigation pump house. The pump house was unlocked at the time of my visit. Most courses keep the pump house building locked for safety and vandalism reasons.

The concrete cart paths are in fair to good condition but are showing their age with cracks and settling. I noticed some areas had been repaired or replaced. The paths are edged properly and reasonably clean. I did not notice any unsafe areas on the cart path however some of the path shoulders have eroded away which can be a safety issue.

My only issue with the paths is that most are only six feet wide, which is fine for straight runs by golf carts but ill-suited for maintenance equipment. I noted many paths had eroded or rutted shoulders due to golf carts and equipment running off of the path. In some areas, this is a traffic control issue or due to a curve in the path.

## **11. EDGING**

All cart paths and other pavement area edging was in good condition and the valve boxes that I saw were also edged.

## **12. SAND TRAPS (There is no such thing as a sand trap in the rules of golf – they are bunkers)**

The Operating Standards call for the bunkers to be edged as necessary, raked daily and filled with fresh sand as needed to maintain ½" depth on slopes and 4" in the bottoms.

The bunker edges were OK and reasonable for most daily fee or municipal golf courses. The superintendent reported that they edge bunkers four times per year and use Primo to slow down the growth rate of the grass. I feel this practice is adequate and reasonable for the bunker edges. Bunkers are raked 2 to 3 times per week based on the amount of play and impacts by rain.



The bunker sand was being raked during my visit and all but a couple of bunkers looked nice during my second trip around the course. There is one fairway bunker on the right side of hole 15 that is in bad shape; the sand is missing from the faces, is contaminated and the bunker is not draining. I was told that the bunker drainage got clogged during construction due to excess rain. Most of bunkers appear to drain slowly and a couple were still ponding water from a recent rain. Poor drainage is not a good thing for bunkers as it decreases the life of the sand by contamination as well as being unsightly and unplayable. A review of a recent aerial on Google Earth shows the dark, poorly drained areas of most of the bunkers on the golf course.

The sand in the bunkers also appears to be highly erodible judging from the fact that only the adjacent support slopes drain into the bunkers (no large areas draining into the bunkers). I toured the back nine holes first and most of the bunkers had eroded areas on the faces of the bunker. Many of the bunkers do have steep sand faces (over hard subsurface soil) which could account for some erosion problems but another contributing factor would be the sand itself does not drain very well. Water saturated sand will erode easily especially on steeper slopes.

I checked the depth of sand in a few bunkers and found adequate sand on the faces (well, the ½" requirement isn't hard to meet) but did not find 4" in the bottoms (more like 2", some 3"). There was also evidence of a fabric bunker liner showing in several bunkers. No one knew if the bunker liner was originally installed in all of the bunkers or just some. But it is showing and needs to be removed before someone snags a club on it and gets injured. FYI, when you install fabric liners in bunkers, you need to hand rake the bunkers as the SandPro equipment will eventually grab the liner and pull it up defeating the purpose of the liner and creating a safety problem.

I was told that four small bunkers on the back nine were rebuilt last year using the "Better Billy Bunker (BBB)" method of construction. The BBB method of bunker construction is more expensive than the traditional method but a bunker built to the BBB specifications drain better, last longer and have less contamination. The superintendent stated he hoped to address some additional bunkers when they had time. The typical life of a sand bunker is 5 to 7 years<sup>1</sup> depending on the original construction method, volume of traffic, underlying soil conditions, weather and other factors. It has been my experience that at a minimum, the sand should be replaced every 5 to 7 years with an inspection of the drainage system to verify it still works. Complete renovation of sand bunkers generally needs to occur every 10 to 15 years.

### 13. LANDSCAPED AREAS



The only landscaped areas on the golf course are at the restrooms and at an island in the cart paths at the tee of hole 14. These areas were properly cared for however there were no annuals planted on the course. The front of the clubhouse has three areas where annual flowers are planted and they were in good condition.

### 14. TRASH AND REFUSE

Trash and refuse is collected daily as required and properly removed from the site in a safe, sanitary and lawful manner. Trash receptacles are conveniently located at tees and restrooms.

### 15. VERTEBRATE PEST CONTROL

The superintendent was not aware of any pest problems at the facility nor did I notice any activity.

### 16. AQUATIC

The pond water maintenance is subcontracted to Dallas Aeration Company and the ponds are serviced monthly or as-needed for special situations. On the day of my visit, the ponds were in good condition however there was some noticeable algae and floating trash in the corners of some ponds that was concentrated there by the wind.

Some of the pond bank slopes are being allowed to grow a higher height of grass cut, which if intentional is a good and environmental thing to do. The downside of this is a pace of play issue with golfers searching for their golf balls in the tall grass and the aesthetics. Part of the pond bank at the tees



of hole number one was partially cut low (with a string trimmer) and part was still in tall grass. I would suggest that this subject be addressed in more detail to better define the expectations of both parties.

The pond edges are slightly eroded probably by wind action. This is a naturally occurring thing and expensive to correct so I would recommend that you keep an eye on this and take action if the erosion gets excessive.

## **17. SOIL AND WATER**

The superintendent runs soil tests twice a year taking samples from 4 to 6 greens and 6 fairways each time for analysis. He also takes the samples from different holes each testing cycle and uses a certified laboratory for the analysis. Based on the test results, he will make adjustments to the fertilization program.

The superintendent does not take any water tests. In the past, the main source of water was Lake Roy Hubbard via a transfer pump to the irrigation pond. Currently he is receiving potable water from the City since the contract to use lake water expired. He has not had any issues with water quality.

## **18. STORAGE TANKS**

The fuel storage tanks at the maintenance area are double wall steel tanks designed for fuel storage. The tanks are not regulated by the State of Texas due to their size (have to be 1,100 gallon capacity or greater for aboveground storage tanks to be regulated). The tanks have an outer wall in the event the inner tank leaks. There are inspection ports on the outer shell wall that can be opened and inspected for leakage however that has not been done recently.

## **SUMMARY**

I found the Waterview Golf Club to be in good condition especially the primary playing surfaces. It is a good layout with lots of variety and very suited for a public play golf course with the exception of the bunkers. The bunkers are in need of renovation or at least in need of sand replacement and subsurface drainage inspection/replacement. The new superintendent is addressing the weed issues around the course and with proper budgeting should have that under control within a year's time.

There are a couple of issues that are not addressed in the Operating Standards that are important to the maintenance and operation of the golf course.

1. **Storm Drainage:** While most of the golf course drains fairly well, I did notice an area on the right side of hole 9 that is not draining and it appears a drain inlet is clogged or the pipe is crushed. It is very visible when viewing the area with Google Earth but apparently it is a recent issue as older aerial photography does not show a problem. To the left of hole 5 is a storm drain inlet that is losing soil around the inlet probably due to a hole in the inlet or pipe. This inlet presents an unsafe situation and should be promptly addressed.
2. **Cart Traffic Control:** The narrow cart paths present a problem in and of themselves however I noticed many worn out turf areas due to repeated golf cart and/or maintenance equipment traffic and subsequent loss of turf. Many areas around the course are roped-off at the fairway access points to control the traffic and I'm sure the superintendent periodically moves the ropes. What I noticed was a blatant disregard by the golfers in golf carts as to exit point signage



especially on hole number 4. I witnessed one golfer go from the landing area to the side of the tees on hole 5 then traveled back to the green and park in the grass at the rear of the green. The dirt path areas under the trees shown in the first photo of Hole 4 are well beyond the cart exit sign. The second photo illustrates the same golfer related problem.



Hole 4 Cart Exit Point Issues 1



Hole 4 Cart Exit Point Issues 2

Respectfully submitted,

Clyde Johnston, ASGCA

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<sup>1</sup> *Golf Course Items – Expected Life Cycle* published by the American Society of Golf Course Architects with assistance from USGA, GCSAA, NGF, GCBAA, PGA, NGCOA and CMAA.

**ATTACHMENT ONE**

Maintenance Operating Standards Scorecard  
 Waterview Golf Course  
 Rowlett, Texas

Growing Season	Compliance	Off Season	Compliance	
Requirements		Requirements		
Per Operating Standards		Per Op. Standards		Notes

**1. Greens**

A.	Mowing; height between 3/16" to 5/16"	Minimum 5X/week	Yes	As Needed	Yes	Mowed 7 days per week.
B.	Change Cups	Daily	Yes	3X/week	Yes	
C.	Repair Ball Marks/Damage	Daily	No	Daily	No	See report comments.
D.	Aerification	3X/year	Yes	No requirement		2X/year plus needle-tines every 3 wee
E.	Topdressing					
	After aerification >= 1/2" tines		Yes			
	As needed for smooth surface		Yes			
	Type of topdressings	Sand or Mix	Sand			
F.	Light Verticutting	As appropriate	Yes			
F.	Heavy dethatching	Prior to overseeding	N/A			Not done since the grass is Bentgrass
	Overseeding					
	Bermuda - 2-3 weeks before first frost		N/A			Bentgrass is not overseeded.
	Perennial rye, Poa Trivialis or fine Fescue	20-30 Lbs/1000 SF	N/A			
	Aerification prior to overseeding	30 days prior	N/A			
	Verticutting prior to overseeding	Weekly 3-4 weeks prior	N/A			
	Overseeding topdressing	1/8" approved mix	N/A			
	Fertilizer prior to overseeding	Immediately prior	N/A			
	Overseeding irrigation	moist but not soaked	N/A			
	Overseeding First Mowing	At 5/16"	N/A			
	Overseeding - Fungicide applications	Starting 2 days after	N/A			
G.	Spiking as needed for water infiltration		Yes			
H.	Fertilization NPK color, growth, health, turgidity		Yes			
	Goal: best possible putting surface.		Yes			
I.	Fungicides	As appropriate	Yes			Fungicide costs \$20k this year todate
J.	Weed Control					
	Free of undesirable grasses/weeds		Yes			Collars have some weeds.
	Pre-emergent herbicides Use	As needed	Yes			September application
K.	K is missing					Line item "K" missing.
L.	Insecticides as necessary prevent or halt insect damage	As necessary	Yes			Two applications to date this year.

**2. Tees - all areas used for tee surface**

A.	Mowing at height 3/8" to 5/8"	3X/week	Yes	As needed		Mowing height 1/2" to 3/4"
B.	Topdressing - all worn areas	Weekly	Yes			As needed; Par 3 divots done daily
	Topdressing to contain seed of annual/perennial		No			Seed not desirable for Bermuda
C.	Overseeding - All tees					
	Not less than 10 lbs./1,000 SF	2-3 weeks before first frost	Partial Yes			Par 3 and range tees only
	Seed to be suitable species or blend		Yes			
D.	Setup - tee markers & equipment	Daily	Yes			
E.	Weed Control - weed free 90% of area	As Needed	Yes			
F.	Vertical Mowing to control mat or thatch build-up	As Needed	Yes			
G.	Aerification	Every 2 months	Yes/No	As needed		1-2 times per year & as needed.
H.	Fertilization NPK & other elements	As Needed	Yes	As needed		2-3 times per year currently

Maintenance Operating Standards Scorecard  
 Waterview Golf Course  
 Rowlett, Texas

Growing Season	Compliance	Off Season	Compliance	
Requirements		Requirements		
Per Operating Standards		Per Op. Standards		Notes

**3. Fairways**

A.	Mowing at height between 1/2" to 7/8"	3X/week	Yes	As needed	Yes	1/2" growing season; 3/4" off season
B.	Aerification maximum 8" o.c. or less than 1/2" diameter	3X/year	Yes/No		Yes	2 times per year is scheduled.
C.	Fertilization NPK & other elements					
	Maintain color, growth, health & turgidity	As needed	Yes			
D.	Vertical Mowing to control mat or thatch build-up	As necessary	Yes			
E.	Weed Control - weed free min. 90% of area	As needed	Yes			
	Use pre and/or post emergent herbicides	As needed	Yes			2x/year; February and Sept./Oct.

**4. Roughs**

A.	Mowing at heights between 3/4" and 1-1/2"	Weekly	Yes	As necessary		1-1/2" HOC in growing season
	Rough height >=2" requires approval					2" HOC if drought conditions
B.	Aerification					
	Fairway to tree line play areas	2X/year	Yes			
	Within wooded play areas	As necessary	Yes			
C.	Fertilization	As necessary	Yes			
D.	Weed Control to prevent seed formation & allow proper play	As necessary	Yes			Currently behind schedule

**5. Natural Growth Areas**

	To be maintained free of excessive trash, noxious weeds and vertebrate pests, and in such a manner to comply fully with fire department regulations or other such regulations.	May be improved from time to time.	Yes			
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**6. Planters - All areas with ornamental plants**

A.	Clean-up - kept free of trash and debris		Yes			
B.	Weed Control - free of weeds via mechanical/chemical means.		Yes			
C.	Trimming - protection from wind, insect damage and appearance.		Yes			

**7. Trees - within property lines of golf course**

A.	Stakes - install and maintained (new plantings assumed)	As necessary	Yes			No new trees recently
B.	Pruning - protect from wind & pests & for appearance/safety		Yes			Off season item.
C.	Irrigation - all trees to be irrigated.	Adequate moisture	Yes			
D.	Mowing - No large equipment with one foot of trunk		Yes			Non-selective weed killer around trunk
E.	Removal & Replacement					
	All dead trees to be removed.		Yes			Off season item. Needs to be done.
	Replacements to be of appropriate type & size					No replacements planned at this time.

**8. Irrigation - All equipment required to irrigate all areas of property**

A.	Repair/Replace for proper operation of entire system	On-going basis				
B.	Irrigation as necessary to support proper growth turf/landscaping	As necessary				

Maintenance Operating Standards Scorecard  
 Waterview Golf Course  
 Rowlett, Texas

Growing Season Requirements	Compliance	Off Season Requirements	Compliance	Notes
Per Operating Standards		Per Op. Standards		

**9. Fences and Walls within property**

A. Repair all broken or damaged fencing/walls	As necessary	Yes		
B. Repair/Replace fences, gates, locking devices for protection	As necessary	Yes		

**10. Clubhouse and all structures**

A. Course restrooms - clean/maintain	Daily	Yes		
Soap, towels, toilet paper, etc. in adequate quantities	At all times	Yes		
Portable facilities to be maintained similarly.		Yes		
B. Buildings/Structures kept in good repair	At all times	Yes/No		Pump station bldg siding is poor.
Free of weeds, brush, disorganized junk, equip., trash piles		Yes		
Interior areas clean & organized, safe & sanitary		Yes		
Painting, rodent & insect control, & landscaping performed	As necessary	Yes		Restroom floor paint peeling off.
"Housekeeping" duties assigned to all crew members	Daily	Yes		
C. Cart Paths - maintain in safe & clean conditions	Repair promptly	Yes		If deemed unsafe. Paths are cracked.
D. GC Superintendent responsible for all facilities & structure maintenance not within the clubhouse area proper		Yes		Confirmed with GC Superintendent

**11. Edging**

All sidewalks, patios and cart paths must be kept edged.	Always	Yes		
Edging around valve boxes, meter boxes, backflow preventers to insure no obstruction of play or maintenance.	As needed	Yes		

**12. Sand Traps (Bunkers)**

Edged to maintain appropriate lip.	As necessary	Yes		4 times per year plus use of Primo
Raked	Daily	No		Raked 2-3 times per week
Filled with fresh sand 1/2" on slopes, 4" in the bottom	As needed	Yes/No		None added this year - See report.
Replacement sand to be dust-free, suitable for trap use.		Yes		

**13. Landscaped Areas**

Planted areas to be cultivated, weeded and pruned	On regular basis	Yes		
Replanting programs for annuals	Two replantings annually	Yes		Clubhouse only.

**14. Trash and Refuse**

Collected and removed from property in safe, sanitary lawful way	Daily	Yes		
Minimize or eliminate problems with odors, insects, etc.		Yes		
Approved trash receptacles at tees/other areas	Emptied daily	Yes		

**15. Vertebrate Pest Control**

Performed routinely entire property in such a manner that vertebrate pest populations are steadily reduced and eventually eliminated.	On-going basis	Yes		No known issues.
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Maintenance Operating Standards Scorecard  
 Waterview Golf Course  
 Rowlett, Texas

Growing Season	Compliance	Off Season	Compliance	
Requirements		Requirements		
Per Operating Standards		Per Op. Standards		Notes

**16. Aquatic**

All lakes, ponds and streamed - safe, sanitary, good appearance	Y*			Outsourced to Dallas Aeration Co.
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**17. Soil and Water**

Analysis performed by approved professional laboratory	Yearly	Yes		
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**18. Storage Tanks**

Testing and inspection of all storage tanks at Leased Property	Periodically	No		Not done presently.
No leakage has occurred or is occurring.				No known leakage.
Comply with Legal Requirements				Above ground tanks less than 1,100 gallons are not regulated by the State of Texas. <a href="http://www.tceq.state.tx.us/permitting/registration/pst/Am_1_Regulated.html">http://www.tceq.state.tx.us/permitting/registration/pst/Am_1_Regulated.html</a>

# GOLF COURSE ITEMS

## EXPECTED LIFE CYCLE

### HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

No two golf courses are alike except for one thing: deferring replacement of key items can lead to greater expense in the future, as well as a drop in conditioning and player enjoyment. The following information represents a realistic timeline for each item's longevity.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. The American Society of Golf Course Architects (ASGCA) encourages golf course leaders to work with an ASGCA member, superintendents and others to assess their course's components.

ITEM	YEARS
Greens (1)	15 – 30 years
Bunker Sand	5 – 7 years
Irrigation System	10 – 30 years
<i>Irrigation Control System</i>	10 – 15 years
<i>PVC Pipe (under pressure)</i>	10 – 30 years
<i>H.D.P.E. Pipe</i>	40 – 60 years
<i>Pump Station</i>	15 – 20 years
Cart Paths – asphalt (2)	5 – 10 years (or longer)
Cart Paths – concrete	15 – 30 years (or longer)
Practice Range Tees	5 – 10 years
Tees	15 – 20 years
Corrugated Metal Pipes	15 – 30 years
Bunker Drainage Pipes (3)	5 – 10 years
Mulch	1 – 3 years
Grass (4)	Varies

**NOTES:** (1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 - 2 years after installation. (3) Typically replaced because the sand is being changed – while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace – for example, those that are more drought and disease tolerant – replanting may be appropriate, depending upon the site.

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf Course Architects:



**NGF**



## 2016-2017 Waterview Golf Course Audit Action Plan

	Issue	Standard	Plan	Timeline	Amended Plan
1.C	Repair Ball Marks/Damage	Daily	Marshalls are working daily on Repair Ball Marks/Damage during rounds	Continuously Done	-
2.B	Topdressing all worn areas	All worn areas on tees shall be topdressed at least weekly to fill dibots and level tee surface. Topdressing material shall contain see of annual or perennial ryegrasses.	-	-	Seed not desirable with Bermuda Grass.
2.G	Tee Aerification	Every 2 months in-season	Aerify tees every other month during growing season - April through end of August - <b>American Golf would like to amend Exhibit F</b>	March 27 and July 10	Tees should be aerified <b>once/twice in season</b>
3.B	Fairway Aerification	2x per year	Aerify Fairways two times per year - <b>American Golf would like to amend Exhibit F recommendation</b>	June 5 and August 21	Fairways should be aerified <b>once/twice in season</b>
10.B	Building Repair (Pump House)	At All times	Getting Bids now - will submit as emergency purchase to American Golf to obtain funding - can get funding within 30 days once bid received - expect to be completed by the end of February	To be complete by February 2017	-
12.C	Sand in Slopes/Bottom	As needed - found adequate sand on most slopes not in bottom	Request for \$12,000 has been submitted to American Golf to begin replacing the sand in the bunkers. \$12,000 will purchase approximately 325 tons of sand. Focus will be on bunkers around the greens first, will work out to bunkers on the fairways. Once complete will report which bunkers complete and which still need work.	First group done beginning in January 2017. Additional bunkers will be done as funding is approved. Will request annual funding for sand.	-
18	Storage Tanks	Periodic testing and inspection of all storage tanks located on all property.	Tanks are inspected once a month by American Golf staff. Tanks are also inspected once a month by Jack Ray and Sons when they are filled.	Ongoing inspections	



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

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

**AGENDA DATE:** 12/20/16

**AGENDA ITEM:** 3B

**TITLE**

Discuss the potential creation of a community improvement standards program. (60 minutes)

**STAFF REPRESENTATIVE**

Marc Kurbansade, Director of Development Services

**SUMMARY**

The purpose of this item is to present the background for a community improvement standards program and its implementation requirements. This will include an outline of the standards that would be enforced, the organizational impact, and the budgetary/financial implications.

**BACKGROUND INFORMATION**

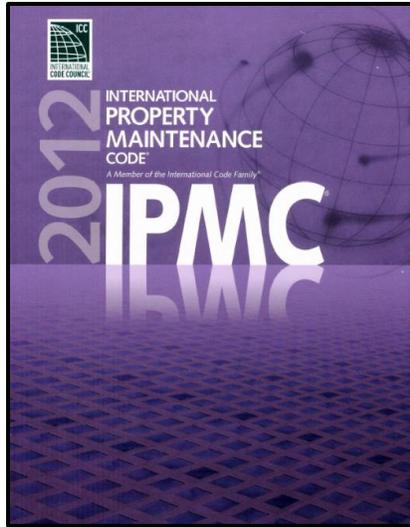
On July 8, 2016, City Council discussed the potential for a community improvement standards program. Staff was instructed to bring this item back for a later discussion.

On October 11, 2016, City Council discussed the tenets and associated costs for implementation of a rental inspections program. During this meeting, City Council inquired as to where community improvement standards would fit into the rental inspections program. Staff stated that the two would be related as rental inspections would provide an opportunity to proactively address many of the community improvement standards that might be deficient on properties.

**DISCUSSION**

The scope of the community improvement standards inspection program would be all existing residential and non-residential structures. There is some minor overlap with the City's existing codes, primarily in the exterior areas of a premises/structure. Should City Council elect to move forward with the community improvement standards, staff would eliminate the redundancies in the Code ultimately presented to City Council for adoption.

City staff has reviewed potential resources in response to City Council's direction to pursue a community improvement standards inspection program. Upon completion of this review, staff recommends the use of the 2012 International Property Maintenance Code (IPMC) should City Council desire to move forward with this program.



Page vii of the IPMC states that the document is a model code that regulates the minimum maintenance requirements for existing buildings. It further states that the IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community. These standards correspond with the intent of the community improvement standards that are being explored.

For the purposes of this work session discussion, staff has provided an outline and summary of each of the chapters in the IPMC.

### **Chapter 3 – General Requirements**

**Summary.** This chapter covers maintenance of sanitation, drainage, sidewalks and driveways, weeds, rodent harborage, accessory structure and defacement of property. The items covered on the exterior of the building include-deterioration of siding, masonry, foundation, cornices, trim, roofing, exterior stairways, decks porches, balconies and chimneys. As presented in the IPMC, all exterior wood surfaces, other than decay-resistant wood shall be protected from the elements and decay by painting or protective covering.

Items covered on the interior of the home include structure members, stairways, handrails and guards, foundation, walking surfaces, windows, doors, accumulation of garbage, and pest elimination.

#### ***Chapters Included:***

- Exterior property areas
- Swimming pools, spas and hot tubs
- Exterior structure
- Interior structure
- Component serviceability
- Handrails and guardrails
- Rubbish and garbage
- Pest elimination

### **Chapter 4 – Light, Ventilation and Occupancy Limitations**

**Summary.** This chapter establishes the minimum criteria for occupiable and habitable buildings. Items such as minimum room width and area, and minimum ceiling heights are included with the intent to prevent overcrowding.

***Chapters Included:***

- Light
- Ventilation
- Occupancy Limitations

**Chapter 5 – Plumbing Facilities and Fixture Requirements**

**Summary.** This chapter states that all plumbing fixtures shall be maintained in a safe, sanitary and functional conditions. Every sink, lavatory, bathroom or shower, water closet or other plumbing fixture shall be connected to either a public water system or to an approved private water system. All plumbing fixtures shall be connected to either a public sewer system or to an approved sewage system.

***Chapters Included:***

- Required facilities
- Toilet rooms
- Plumbing systems and fixtures
- Water system
- Sanitary drainage system
- Storm drainage

**Chapter 6 – Mechanical and Electrical Requirements**

**Summary.** This chapter states that all mechanical appliances, fireplaces, cooking appliances and water heating systems shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

Also in this chapter, where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

***Chapters Included:***

- Heating facilities
- Mechanical equipment
- Electrical facilities
- Electrical equipment
- Elevators, escalators and dumbwaiters
- Duct systems

**Chapter 7 – Fire Safety Requirements**

**Summary.** This includes the means of egress, Fire resistance ratings and Fire protection systems. The fire protection systems include the maintenance of fire sprinkler system and smoke alarm

**Chapters Included:**

- Means of egress
- Fire-resistance ratings
- Fire protection systems

The implementation of this program would involve coordination amongst three different departments (i.e. City Manager's Office, Police Department and Development Services) within the City as each of these departments have part of their operational duties included within a community improvement standards program. If Council elects to move forward, staff will align duties in the most efficient manner.

This program would work with the rental inspections program in a complementary fashion, thus providing for some efficiencies in delivery of service. For instance, when a rental inspection is performed, the checklist would include the community improvement standards thus providing another means of proactively enforcing codes.

Should City Council elect to move forward with a community improvement standards program along with the rental inspections program, the next steps would be as follows:

- Present a budget amendment for City Council consideration to fund both of the programs.
- Present a rental inspections ordinance for City Council consideration.
- Present a community improvement standards ordinance (comprised largely of the IPMC) for City Council consideration.

Staff is requesting consensus from City Council whether or not to proceed with a community improvement standards inspection program in conjunction with a rental inspections program.

**FINANCIAL/BUDGET IMPLICATIONS**

The expected financial impact for the implementation of the community improvement standards program will create additional work for staff in terms of additional code enforcement regulations and notifications and citations. In FY2016, the City hired an additional Code Enforcement Officer for specific enforcement in the tornado area with the plan to re-district the City differently in the future. As a result, it is possible that freed up capacity could help the City ease into this program if implemented at the beginning of FY2018 with additional staff being added over time as the program develops.

**RECOMMENDED ACTION**

Provide direction to staff regarding the implementation of a community improvement standards program from the following points:

- Is there consensus on moving forward with the implementation of a community improvement standards program?
- If there is consensus on moving forward with the implementation of a community improvement standards program, should the program be implemented in Fiscal Year 2017 or Fiscal Year 2018?



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

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**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 5A

**TITLE**

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

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager



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

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**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the December 6, 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 December 6, 2016 City Council Regular Meeting.

**ATTACHMENTS**

12-06-16 City Council Regular Meeting Minutes



# City of Rowlett

## Meeting Minutes

### City Council

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

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

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Tuesday, December 6, 2016

5:30 P.M.

Municipal Building – 4000 Main Street

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

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

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

**1. CALL TO ORDER**

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

**2. EXECUTIVE SESSION (5:30 P.M.)**

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) to discuss commercial or financial information and the offer of incentives to business prospects that the City may seek to have locate, stay or expand in Rowlett and with which the City is conducting economic development negotiations. (60 minutes)

In at 5:31 p.m. Out at 6:32 p.m.

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

- 3A.** Discuss the Fiscal Year 2017 (FY2017) plan to fund shade structures from the Parks Maintenance Standards and Improvements three-fourths of one penny on the tax rate funding. (30 minutes)

Angie Smith, Director of Parks and Recreation, reviewed the importance of providing shade in our area and the commitment the City made to provide shade structures through the budgeting process. She provided an update on the shade installs thus far at Kenwood Heights, the front playground at Community Park, and at Isaac Scruggs. CIP funding will provide the structure at Katy Park.

Ms. Smith presented the proposal for the second playground at Community Park and two options for the green space between Kids Kingdom and the Wet Zone. After further discussion, it was

the consensus of Council to proceed with the installation at Community Park and the selection of the square umbrella shade structures next to Kids Kingdom.

- 3B.** Discuss an opportunity for the City of Rowlett to allow Charter Communications (Time Warner Cable) access to City-owned locations for the purpose of installing WiFi access points in public outdoor areas that allow citizens and visitors free internet access. (30 minutes)

Joe Beauchamp, Chief Information Officer, and Jason Bryan with Charter Communications, presented the information for the opportunity that Charter Communications has presented to install WiFi Hot Spots in public spaces – specifically in Downtown and City Parks. Users will have free access for one hour per day and have the ability to purchase additional time at specific increments. Charter provides the hardware, network, and all maintenance for the system and there is no cost to the City and no burden on City network or staff.

Discussion regarding the capability to customize the login page with Rowlett information and the potential for utilizing it as a marketing tool as well as the potential pitfalls of perceived responsibility for the system. Further discussion regarding the timeline and process of the system installation. It was the consensus of Council to proceed with the project. The Mayor requested that the Economic Development Advisory Board be provided the login page information for review.

**4. DISCUSS CONSENT AGENDA ITEMS**

Mayor Pro Tem Dana-Bashian had questions regarding items 7B, 7C, and 7D. Shawn Poe, Director of Public Works, provided clarification regarding the bidding process and value engineering.

Council adjourned the Work Session at 7:20 p.m.

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

Council reconvened in the Regular Session at 7:35 p.m.

**INVOCATION** – Ann Dotson, First Christian Church of Rowlett

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

**5. PRESENTATIONS AND PROCLAMATIONS**

- 5A.** Hear Fourth Quarter Investment Report 09-30-16.

Kim Wilson, Director of Financial Services, presented the report.

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

Mayor Gottel announced the following:

#### COUNCIL MEETINGS

- NEXT REGULAR COUNCIL MEETINGS WILL BE DECEMBER 13<sup>TH</sup>, JANUARY 3<sup>RD</sup> AND 17<sup>TH</sup>

#### P & Z MEETINGS

- NEXT MEETING WILL BE HELD ON TUESDAY, JANUARY 10<sup>TH</sup> AND 24<sup>TH</sup> AT 6:30PM IN THE CITY HALL CONFERENCE ROOM

#### ROWLETT LIBRARY

- FROZEN STORY TIME – SATURDAY, DECEMBER 10<sup>TH</sup> AT 2 P.M. AT 5702 ROWLETT RD
  - QUEEN ELSA FROM FROZEN WILL VISIT THE LIBRARY FOR A SPECIAL, INTERACTIVE STORY TIME
  - TAKE PICTURES WITH ELSA AND MAKE SNOWFLAKES TO CREATE YOUR OWN FROSTY KINGDOM. THIS PROGRAM IS SPONSORED BY MAGIC MATTERS PRINCESS PARTIES.
- FAMILY STORY TIME – SATURDAY, DECEMBER 17<sup>TH</sup> AT 2 P.M. AT 5702 ROWLETT RD
  - DOES YOUR FAMILY WANT TO HAVE A FAWN TIME AT AN ENDEARING STORY TIME DEVOTED TO REINDEER?
  - LISTEN TO STORIES LIKE OLIVE THE OTHER REINDEER AND CREATE A REINDEER CRAFT.
- WINTER READING CLUB – WEDNESDAY, DECEMBER 14<sup>TH</sup> - 30<sup>TH</sup> AT 5702 ROWLETT RD
  - SCHOOL IS OUT AND THE WEATHER IS COLD, SO LET'S ENCOURAGE READING OVER THE HOLIDAYS WITH A SPECIAL WINTER READING CLUB AT THE ROWLETT PUBLIC LIBRARY.
  - READ AS MUCH AS YOU CAN TO EARN "SNOWFLAKES" TO PUT UP IN THE CHILDREN'S AREA. THE PROGRAM IS FREE AND OPEN TO CHILDREN AGES 5 TO 18.
  - REGISTER AT THE ROWLETT PUBLIC LIBRARY SERVICE DESK STARTING ON WEDNESDAY, DECEMBER 14, 2016. THE WINTER READING CLUB WILL CONTINUE THROUGH THE CHRISTMAS BREAK UNTIL FRIDAY, DECEMBER 30, 2016. THERE WILL BE PRIZES FOR THE STUDENTS WHO HAVE READ THE MOST OVER THE HOLIDAYS.
- NOON YEAR'S EVE – SATURDAY, DECEMBER 31<sup>ST</sup> AT 11:30 A.M. AT 5702 ROWLETT RD
  - PARTY DOWN AT THE LIBRARY WITH A NEW YEAR'S EVE CELEBRATION JUST FOR KIDS!
  - THE FUN BEGINS WITH STORIES, PARTY HATS AND DANCING. AFTER THE BALLOON DROP AT NOON, THERE WILL BE GAMES, CRAFTS AND A SNACK.

#### PARKS AND RECREATION

- MAIN STREET FEST – THURSDAY, DECEMBER 8<sup>TH</sup> STARTING AT 5:30PM
  - ALL ACTIVITIES WILL BE HELD INSIDE THE RCC; THE SNOW AREA WILL BE LOCATED OUTSIDE IN PECAN GROVE PARK

- PECAN GROVE TRAIL WILL BE LIT AND DECORATED WITH CHRISTMAS TREES THROUGH SATURDAY, DECEMBER 31<sup>ST</sup>
  - TRAIL RUNS BEHIND THE ROWLETT COMMUNITY CENTRE; LIGHTS COME ON EACH EVENING AT 5:30PM
  - FREE, FUN WALK FOR THE ENTIRE FAMILY!
- SENIOR ACTIVITIES
  - SENIOR HOLIDAY POTLUCK
    - THURSDAY, DECEMBER 8<sup>TH</sup> AT 11:30AM; COST \$5; REGISTER AT THE RCC OR CALL 972.412.6170
    - FEATURING ENTERTAINMENT BY THE ROWLETT ROCKETTES AND JILL BEAM, AS WELL AS HOLIDAY CONTESTS
  - HEALTH CARE SEMINAR
    - TUESDAY, DECEMBER 20<sup>TH</sup> AT 10:30AM
    - REGISTER IN PERSON AT THE RCC OR BY CALLING 972-412-6170
  - SHOPPING AT NORTHPARK CENTER
    - TUESDAY, DECEMBER 20<sup>TH</sup> (DEPARTS FROM THE ROWLETT DART AT 8:56AM AND RETURNS AT 4:30PM)
    - COST \$2.50 FOR DART TICKET; REGISTER IN PERSON AT THE RCC OR BY CALLING 972-412-6170
- SOAR- WINTER BREAK (AGES 11-14)
  - WEEK 1 (12/19-12/22) AND WEEK 2 (12/26-12/29), 7:30AM – 6:00PM
  - FOR \$15 PER DAY, YOUR CHILD CAN HAVE A WEEK FILLED WITH FUN AND EDUCATIONAL THEMED ACTIVITIES
  - REGISTER ONLINE (REGISTRATION FORM NEEDS TO BE DROPPED OFF WHEN YOUR CHILD ARRIVES), IN PERSON OR BY PHONE AT 972-412-6170

#### LIGHT UP ROWLETT – PART OF THE NEIGHBORHOOD BEAUTIFICATION AWARD PROGRAM

- FOUR PROPERTIES WILL RECEIVE THE AWARD THIS HOLIDAY SEASON
- POLICE AND FIRE RESCUE STAFF WILL SELECT ONE HOME IN EACH QUADRANT WITH OUTSTANDING HOLIDAY DÉCOR
- THEY WILL BE SELECTED THE WEEK OF DECEMBER 12-16
- FESTIVE ENTRYWAY FEATURES WILL ALSO BE POSTED ON ROWLETT.COM AND FACEBOOK DURING THE HOLIDAYS
- QUESTIONS? CALL COMMUNITY ADVOCATE COORDINATOR, ELISE BOWERS @ 972.412.6165 OR [EBOWERS@ROWLETT.COM](mailto:EBOWERS@ROWLETT.COM)

#### ANNUAL STOP-A-COP FOR CHRISTMAS TOY DRIVE

- NOW – SATURDAY, DECEMBER 23<sup>RD</sup>
- DROP OFF TOYS 24 HOURS A DAY AT ANY OF THE ROWLETT FIRE STATIONS OR THE LOBBY OF THE ROWLETT POLICE STATION
- OTHER DROP OFF LOCATIONS ARE RCC, CITY HALL, FIRE ADMINISTRATION AND ROWLETT CHAMBER OF COMMERCE
- ALL TOYS AND GIFTS ARE DONATED TO THE ROWLETT NEEDY CHILDREN'S FUND AND WILL BE DISTRIBUTED TO FAMILIES IN ROWLETT

#### TORNADO ANNIVERSARY REMEMBRANCE

- MONDAY, DECEMBER 26<sup>TH</sup> @ 4PM
- SCHRADER BLUEBONNET PARK, 4701 SUNNYBROOK
- MARK THE ONE YEAR ANNIVERSARY OF THE EF4 TORNADO
- UNVEILING OF A 30' MEMORIAL SCULPTURE DESIGN PLUS UNVEILING FOR THE NEW PARK DESIGN

#### CITY OFFICES CLOSED FOR CHRISTMAS AND NEW YEAR'S HOLIDAYS

- FRIDAY AND MONDAY, DECEMBER 23<sup>RD</sup> AND 26<sup>TH</sup>
- MONDAY, JANUARY 2<sup>ND</sup>
- WASTE MANAGEMENT WILL PICK UP TRASH AND RECYCLING ON NORMAL TRASH DAYS SINCE THE HOLIDAYS FALL ON SUNDAY THIS YEAR

#### SHARE THE WARMTH! CAMPAIGN

- RUNS THROUGH DECEMBER 9<sup>TH</sup>
- THE ADMINISTRATIVE ASSISTANT TEAM IS COLLECTING NEW HATS, GLOVES, MITTENS, AND FUZZY SOCKS FOR THE CHILDREN IN NEED OF ROWLETT
- DONATIONS CAN BE DROPPED OFF AT THE POLICE DEPARTMENT, FIRE ADMINISTRATION, RCC, PUBLIC WORKS, CITY HALL, ANNEX BUILDINGS, LIBRARY AND DEVELOPMENT SERVICES
- PACKAGES ARE BEING PUT TOGETHER FOR THE CHILDREN AT SCHOOL OR DAYCARES IN ROWLETT THAT DON'T HAVE THESE BASIC NECESSITIES WHEN IT GETS COLD
- YOUR MONETARY DONATIONS ARE ACCEPTED TOO

#### ANIMAL SHELTER

- LOW COST VACCINATION CLINIC
  - SUNDAY, JANUARY 7<sup>TH</sup>, 2 – 5PM
  - LOCATED AT 8502 LIBERTY GROVE RD. @ LIBERTY GROVE ANIMAL HOSPITAL
- ANIMAL SHELTER IS OPEN MONDAY – SATURDAY, 10AM – 5PM, 4402 INDUSTRIAL STREET

Councilmember Brown announced the Keep Rowlett Beautiful event this Saturday, December 10<sup>th</sup> to help replant trees for those homes affected by the tornado in cooperation with RETREET. She thanked those for the great response from volunteers who have registered to participate. There will be another event again in the Spring. For more details, go to [www.keeprowlettbeautiful.org](http://www.keeprowlettbeautiful.org).

Staff from the Animal Shelter brought Ty, a Labrador Retriever, who is one of the animals available for adoption at the shelter.

#### 6. CITIZENS' INPUT

Marci Carlson, 10322 Augusta Lane, Rowlett; spoke regarding the odor from the Hinton Landfill.

**7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the November 15, 2016 City Council Regular Meeting.

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

- 7B.** Consider action to approve a resolution accepting the bid of and awarding a contract to Tri-Con Services in the amount of \$562,817.80 for the total base bid with a ten percent (10%) contingency for \$56,281.78 and up to \$5,000.00 for an early completion bonus, resulting in a total project amount of \$624,099.58 for the Edgewater Lift Station Replacement with 12-inch Gravity Sewer Project and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-118-16 on the Consent Agenda.**

- 7C.** Consider action to approve a resolution awarding the second of three one-year renewal options to extend the annual contract for concrete repair and replacement of streets and alleys to TRICON Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$675,000, and authorizing the Mayor to execute any necessary documents for said service.

**This item was approved as RES-119-16 on the Consent Agenda.**

- 7D.** Consider action to approve a resolution accepting the bid of and awarding a contract to PAVECON in the amount of \$517,566.85 for the total base bid with a five percent (5%) contingency for \$25,878.34 and up to \$5,000.00 for an early completion bonus, resulting in a total project amount of \$548,445.19 for the Big A Road Shoulder Stabilization and Widening Project and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-120-16 on the Consent Agenda.**

- 7E.** Consider action to approve a resolution accepting the bid and awarding a contract to Fortiline Inc. in the amount of \$137,639.25 for the purchase of inventory and waterline replacement parts and materials for the water distribution system.

**This item was approved as RES-121-16 on the Consent Agenda.**

- 7F.** Consider action to approve a resolution exercising the final of three one-year renewal options for the purchase of emergency medical supplies and medication for Rowlett Fire Rescue with Bound Tree Medical LLC.

**This item was approved as RES-122-16 on the Consent Agenda.**

- 7G.** Consider action to approve a resolution accepting the bid and awarding the contract to Joel Brown & Co in the amount of \$309,910 for the renovation of the Rowlett Community Centre and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-123-16 on the Consent Agenda.**

- 7H.** Consider action to approve a revised tree mitigation plan and related tree removal permit for Manors on Miller for property located north of Miller Road and west of Dorchester, and described as 8.437+/- acres of land located in the S.A.& M.G. RR Survey. Abstract No. 1407, City of Rowlett, Dallas County, Texas.

**This item was approved as RES-124-16 on the Consent Agenda.**

#### **Passed the Consent Agenda**

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

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

- 8A.** Conduct a public hearing and take action on a request for a rezoning from a Form-Based Commercial Center Zoning District to a Planned Development (PD) with underlying Single Family-5 (SF-5) base zoning district for properties located at 7400 and 7600 Liberty Grove Road and described as 58.83 +/- acre tract of land situated in the Jessie S. Starkey Survey, Abstract No. 1333, in the City of Rowlett, Dallas County, Texas.

Mayor Gottel announced that the applicant had requested that the item be withdrawn from consideration.

**A motion was made by Mayor Pro Tem Dana-Bashian, seconded by Councilmember van Bloemendaal, to approve the applicant's request to withdraw the item. The motion carried with a unanimous vote of those members present.**

- 8B.** Conduct a public hearing and take action on a request for a Special Use Permit to allow a restaurant with a drive-through at 8201 Lakeview Parkway further described as being Lot 3R, Block A, of the Amesbury Addition, City of Rowlett, Dallas County, Texas. (SUP168-2016)

Katy Goodrich, Planner I, presented the information for this item. The public hearing opened and closed with one speaker: Tim Thompson, 12720 Hillcrest Road, Suite 650, Dallas; (Applicant) provided additional information. Ty Thompson, Assistant City Engineer, clarified traffic signal information.

**A motion was made by Deputy Mayor Pro Tem Sheffield, seconded by Councilmember Bobbitt, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-047-16.**

- 8C.** Consider an Ordinance for the annual update to the Bayside Public Improvement District Service and Assessment Plan and Assessment Roll.

Kim Wilson, Director of Financial Services presented this item.

**A motion was made by Mayor Pro Tem Dana-Bashian, seconded by Councilmember Brown, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-048-16.**

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

There was no action taken.

**9. ADJOURNMENT**

Mayor Gottel adjourned the meeting at 8:20 p.m.



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 7B

**TITLE**

Consider action to approve a resolution awarding auditing services for the financials of the City for the fiscal years ending September 30, 2017 through 2021 to Weaver and Tidwell, LLP.

**STAFF REPRESENTATIVE**

Kim Wilson, CFO/Director of Financial Services

**SUMMARY**

The purpose of this item is to award the contract for audit services of the financials of the City for fiscal years ending September 30, 2017 through 2021 to Weaver and Tidwell, LLP.

**BACKGROUND INFORMATION**

The City's Home Rule Charter, amended on May 7, 2016, no longer requires the City to rotate its auditing services every five years. The Charter continues to require the City to seek competitive qualifications for auditors at least once every five years.

**DISCUSSION**

The City's current auditor, Weaver and Tidwell, LLP, will complete their fifth year with the fiscal year ending September 30, 2016. As a result, the City prepared and published Requests for Proposals (RFP) on September 29, 2016, with a return date of October 14, 2016. This was published in the *Dallas Morning News* on September 29 and October 6, 2016, in accordance with Texas Local Government Code. The RFP documents were placed on the City website with links sent to CPA firms.

The Solicitation requested qualifications for financial auditors of the City for the fiscal year ending September 30, 2017 through 2021. The winning proposer will be awarded a five year contract, subject to the annual review and recommendation of the City, the satisfactory negotiation of terms, the concurrence of the City Council, and the annual availability of an appropriation approved by the City Council.

The scope of services includes the following:

- For each of the fiscal years covered by the proposal, the audit shall include an examination of the financial statements of all accounts and funds of the City. Such examination shall be made in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants and in accordance with the laws of the State of Texas. These standards require that the auditor plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of

material misstatement. The audit shall include examination, on a test basis, of the evidence supporting the amounts disclosed in the basic financial statements.

- The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.
- The City also desires the auditor to express an “in relation to” opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the introductory, statistical or continuing disclosure sections of the report.
- The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.
- In addition, the City typically receives sufficient federal and state grant revenues in a given year to require that a single audit be performed in accordance with federal government requirements. The proposal should include pricing to conduct a single audit, in the event it is required.
- From time to time, the City may require the auditor to perform other audits and reviews or additional work not specifically provided for under this section. If such a request is made, the auditor shall submit, at the City’s request, a separate proposal for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional audits or reviews or additional work with whomever they choose. At this time, the City is interested in an alternate proposal for the preparation of the Comprehensive Annual Financial Report (CAFR) each year of the contract period. This proposal is considered additional work as mentioned above.

The City received proposals from the following eight firms:

Weaver and Tidwell, LLP  
BKD, LLP  
Crowe Horwath, LLP  
Moss Adams, LLP  
Whitley Penn, LLP  
Patillo, Brown & Hill, LLP  
McConnell & Jones, LLP  
BrooksCardiel, PLLC

City staff developed a review team consisting of CFO/Director of Financial Services, Kim Wilson, Assistant Finance Director, Wendy Badgett, and Senior Accountant, Tara Lopez. Each proposal was reviewed and rated based on the evaluation criteria to determine the best demonstrated competence and most qualified:

- Extent and quality of the national and local office governmental auditing and accounting experience of the firm, local office and personnel to be involved (i.e., Engagement Team), based on information provided by the firm as well as references of former and present clients, and as evidenced by participation in the GFOA

Certificate of Excellence review committee other GFOA, AICPA committees and the standards setting process **(35%)**.

- Auditor’s ability and willingness to meet the requirements and needs of the City with respect to the audit as outlined in this RFP and as demonstrated in the proposal **(20%)**.
- Proven ability of the firm to meet work schedules, as well as existing and future time commitments of persons assigned to the project and ability to communicate effectively with government officials **(20%)**.
- Proposed cost as evidenced by billing rates and hours budgeted for each type of position. Although a significant factor, fees charged may not be the dominant factor **(25%)**.

The staff review team evaluated each of the proposals in accordance with the above criteria. The rankings were as follows:

**Combined Score for all Firms**

Ranking (In Order)	Respondent Name	RFP Score
1	Weaver and Tidwell	95
2	BKD	93
3	Crowe Horwath	88
4	Whitely Penn	86
5	BrooksCardiel	81
6	Patillo, Brown & Hill	75
7	Moss Adams	70
8	McConnell & Jones	65

As a result, based on qualifications, City staff recommended the top three proposals, as rated above, to be interviewed by the City’s Finance and Audit Committee, the Assistant City Manager, and the staff review team. The Committee members present included Mayor Pro Tem Dana-Bashian and Councilmember van Bloemendaal. The interviews were conducted on Wednesday, November 9, 2016, with Weaver and Tidwell, BKD, and Crowe Horwath. After interviewing the top three proposers and determining which had the best demonstrated competence and was the most qualified, the recommendation to the City Council on December 13, 2016, is to award the audit services contract to Weaver and Tidwell.

Weaver and Tidwell was formed in 1950 and is the largest public accounting firm headquartered in Texas. They currently serve more than 150 governmental clients in Texas, including over 50 entities that receive the *Certificate of Excellence in Financial Reporting* from the Government Finance Officers Association.

Weaver is the current auditor for more top-100 cities in the state than any other firm, and 10 cities the approximate size of Rowlett. Current audit clients include Cities of Lewisville, League City, Allen, Bryan, Conroe, Georgetown, Pflugerville, Eules, Wylie, Irving, Southlake, etc.

## **FISCAL IMPACT**

Funding in the amount of \$77,000 is included in the proposed FY 2018 budget for audit services and preparation of the 2017 Comprehensive Annual Financial Report (“CAFR”) in the General Fund account 1012005 - 6401.

The proposal from Weaver and Tidwell is expected to be \$62,900 for the audit of the FY2017 financials. This cost will be included in the FY2018 budget and subsequent years of the new contract. The five year contract will be for \$314,500, or \$62,900 annually as presented below.

<b>Description</b>	<b>Cost</b>
Base proposal	\$55,000
Estimated Single Audit (estimating 1 major program in FY2017)	2,900
CAFR preparation	5,000
<b>Total</b>	<b>\$62,900</b>

## **STAFF RECOMMENDATION**

City staff recommends the City Council approve a resolution awarding a proposal for audit services for the financials of the City for the fiscal years ending September 30, 2017 through 2021 to Weaver and Tidwell, LLP.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDED A CONTRACT FOR AUDIT SERVICES FOR THE CITY'S FINANCIALS FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2017 THROUGH 2021 TO WEAVER AND TIDWELL, LLP; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, PURSUANT TO CITY ATTORNEY APPROVAL, AND TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's Home Rule Charter contains a mandatory five-year competitive qualification schedule for its independent auditor; and

**WHEREAS**, City staff has obtained competitive proposals as per RFP #2017-01 in compliance with Texas Government Code, on the basis of demonstrated competence and best qualifications; and

**WHEREAS**, the City is establishing a five year contract term, subject to annual review and recommendation of the City, the satisfactory negotiation of terms, the concurrence of the City Council, and the annual availability of an appropriation; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award a contract for auditing services in accordance with the provisions hereof.

**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 and award a contract for audit services for the City's financials, and the City's required annual audit, for the fiscal years ending September 30, 2017 through 2021, to Weaver and Tidwell, LLP., subject to review, recommendation, negotiation, appropriation, and approval for fiscal years following the current fiscal year.

**Section 2** The City of Rowlett does hereby authorize the City Manager, after approval by the City Attorney, to execute necessary agreements pursuant to the award granted herein, and to issue purchase orders in conformity to this resolution.

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

## **ATTACHMENT**

Attachment 1 – Evaluation Summary for RFP 2017-01

**City of Rowlett**  
**Auditing Services for City of Rowlett**  
**Evaluation Summary, October 2016**  
**RFP 2017-01**

**Combined Score for all Firms**

Ranking (In Order)	Respondent Name	RFP Score
1	Weaver and Tidwell	95
2	BKD	93
3	Crowe Horwath	88
4	Whitley Penn	86
5	BrooksCardiel	81
6	Patillo, Brown & Hill	75
7	Moss Adams	70
8	McConnell & Jones	65

**5-Year Proposed Cost (25%) of Total Score)**

Respondent Name	5 Yr Cost Financial Audit	5 Yr Cost Single Audit w/one Major Program	5 Yr Cost CAFR Preparation (Alternate Bid)	Grand Total	Estimated Hours
Weaver and Tidwell	\$275,000	\$14,500	\$25,000	\$314,500	400
BKD	\$274,000	\$30,000	\$54,000	\$358,000	500
Crowe Horwath	\$337,600	\$13,000	\$22,500	\$373,100	475
Whitley Penn	\$308,500	\$12,500	\$25,000	\$346,000	500
Brooks Cardiel	\$232,195	\$12,500	\$45,500	\$290,195	459
Patillo, Brown, & Hill	\$330,400	\$17,900	\$25,800	\$374,100	700
Moss Adams	\$275,000	\$25,000	\$37,500	\$337,500	550
McConnell & Jones	\$320,380	\$38,360	\$53,760	\$412,500	726

**RFP Evaluation Scoring for Top Three**

Section Name	Weaver and Tidwell	BKD	Crowe Horwath
1. (35% of Score): Extent of Quality of the national & local office governmental auditing and accounting experience of firm, local office and personnel to be involved i.e. engagement team, based on information provided by firm, references of former& current clients, and as evidenced by participation in GFOA Certificate of Excellence review committee other GFOA, AICPA committees & standards setting process.	35	35	35
2. (20% of Score): Auditor's Ability & willingness to meet requirements as outlined in RFP and demonstrated in proposal.	20	20	16.67
3. (20% of Score): Proven ability of firm to meet work schedules, as well as existing and future commitments of persons assigned to the project and ability to communicate effectively with government officials.	20	20	20
4. (25% of Score): Proposed Cost as evidenced by billing rates and hours budgeted for each type of position. Although a significant factor, fees charged may not be the dominant factor.	20.67	18.33	16.67
Grand Total Score (Possible 100)	95.67	93.33	88.34



City of Rowlett  
Staff Report

4000 Main Street  
P.O. Box 99  
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**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve a resolution awarding the annual contract for concrete repair or replacement of sidewalks, curb, gutter and utility cuts to F&F Concrete, LLC, in the unit amounts bid and in an estimated annual amount of \$561,150, and authorizing the Mayor to execute the necessary documents for said service.

**STAFF REPRESENTATIVE**

Shawn Poe, PE – Director of Public Works  
Walter Allison, PE – City Engineer

**SUMMARY**

This project is the annual contract for concrete repair or replacement of sidewalks, curb, gutter, and utility cuts. The initial contract period is through September 30, 2017 (FY2017) with annual options to extend for up to two years with mutual agreement of both the City and F&F Concrete, LLC (F&F).

**BACKGROUND INFORMATION**

The previous annual concrete contract for repair or replacement of sidewalks, curbs, gutters and utility cuts was completed by F&F in FY2016.

**DISCUSSION**

Staff reviewed and evaluated various locations for repair or replacement of sidewalks, curb, gutter and utility cuts. A list of sidewalk repair requests by residents is compiled and evaluated based upon the allotment of funds provided by the City for sidewalk repair. Staff recommends continuation of the annual program for concrete repair or replacement of sidewalks, curb, gutter and utility cuts.

Notice to Bidders was published in the *Dallas Morning News* on October 13 and 20, 2016 as well as posted on the City website. Sealed bids were received in the Purchasing Office until 2:00 p.m., October 28, 2016 and then publicly opened and read aloud in the City Annex Conference Room, 4004 Main Street, Rowlett, Texas 75088 in accordance with Texas Local Government Code.

Bids were received from four bidders ranging from \$561,150 to \$1,242,950.

BIDDER	AMOUNT
F&F Concrete, LLC	\$561,150
West Texas Rebar Placers	\$638,675

Cam-Crete Contracting Inc.	\$740,900
Tri-Con Services	\$1,242,950

The low bidder is F&F in the amount of \$561,150. F&F has performed concrete work for the City and has performed satisfactorily. Staff has verified references and other previous work experience and determined that F&F is capable of performing the work.

### **FISCAL/BUDGET IMPLICATIONS**

Funds are available in the amount of \$561,150 in CIP Project Funds ST2097 Sidewalk Improvement Program, DR2065 Miscellaneous Drainage Improvements and ST2502 Concrete Pavement Repair, as well as Street Maintenance fund 1015005-6306, Water Operations account 5017010-6300 and Wastewater Operations account 5017015-6300.

<b>Project Code or Budget Account Number</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
ST2097	Sidewalk Improvement Program	\$55,000	\$55,000
DR2065	Miscellaneous Drainage Improvements	335,502	50,150
ST2502	Concrete Pavement Repair	770,000	411,000
1015005-6306	Street Maintenance	25,000	25,000
5017010-6300	Water Operations	18,000	10,000
5017015-6300	Wastewater Operations	18,000	10,000
<b>TOTAL</b>		<b>\$1,221,502</b>	<b>\$561,150</b>

### **RECOMMENDED ACTION**

Staff recommends City Council approve a resolution awarding the annual contract for concrete repair or replacement of sidewalks, curb, gutter and utility cuts to F&F Concrete LLC in the unit amounts bid and in an estimated annual amount of \$561,150, and authorizing the Mayor to execute necessary documents for said services.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO F & F CONCRETE LLC IN THE UNIT AMOUNTS BID AND IN AN ESTIMATED ANNUAL AMOUNT OF \$561,150; AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT FOR SAID SERVICES; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS TO CONFORM TO THIS APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure concrete repair or replacement services for sidewalks, curb, gutter, and utility cuts to be utilized by the City of Rowlett; and

**WHEREAS**, the Purchasing Division has taken sealed bids as per Bid #2017-05 and is recommending award to the lowest responsible bidder; and

**WHEREAS**, the initial contract period is through September 30, 2017 with options to extend up to two additional years with mutual agreement of the City and F&F Concrete LLC; and

**WHEREAS**, City staff recommends that the contract be awarded to F&F Concrete LLC as the lowest responsible bidder for its total base bid; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to accept said bid and award such contract to F&F Concrete LLC.

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

**Section 1:** The City of Rowlett does hereby award the annual contract for concrete repair or replacement of sidewalks, curb, gutter, and utility cuts to F & F Concrete LLC in the unit amounts bid and in an estimated annual amount of \$561,150.00.

**Section 2:** That the City Council of the City of Rowlett does hereby authorize the Mayor 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 – Bid Tabulation

**EXHIBIT A**

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Sidewalk, Curb, Gutter, & Utility Cut Repair and Maintenance - #2017-05  
 October 28, 2016, 2:00 p.m.  
 Purchasing Phone 972-412-6198

**Bid #2017-05**

		<b>Cam-Crete Contracting Inc.</b> Damian Camarillo 469-955-1396	<b>F &amp; F Concrete LLC</b> Francisco Fabian 972-202-9202		<b>Tri-Con Services Inc.</b> Ian Gerber 972-475-5207			
		Addenda Acknowledged?	Yes	Yes	Yes	Yes		
		Bid Bond Included?	Yes	Yes	Yes	Yes		
		Cooperative Purchasing Form Agreed?	Yes	Yes	Yes	No		
<b>NO</b>	<b>QTY.</b>	<b>DESCRIPTION</b>	Unit	Total Price	Unit	Total Price	Unit	Total Price
		<b>Note: All work to be in accordance with the City of Rowlett 2013 Standard Construction Details. All orders are on an "as needed basis only". The quantities are estimates only.</b>						
1	5000	Sawcut concrete pavement to full depth. Price per linear foot.	\$3.50	\$17,500.00	\$4.00	\$20,000.00	\$10.00	\$50,000.00
2	4500	Remove and install class "A" concrete sidewalk, match existing width up to 4 ft at minimum depth of four inches. Price per linear foot.	\$28.00	\$126,000.00	\$25.00	\$112,500.00	\$90.00	\$405,000.00
3	500	Remove and install class "A" concrete sidewalk, match existing width up to 5 ft at minimum depth of four inches. Price per linear foot.	\$35.00	\$17,500.00	\$30.00	\$15,000.00	\$112.00	\$56,000.00
4	500	Excavate soil and install new class "A" concrete sidewalk, width 6 ft. at minimum depth of four inches. Price per linear foot.	\$42.00	\$21,000.00	\$33.00	\$16,500.00	\$85.00	\$42,500.00
5	3000	Excavate soil and install new class "A" concrete sidewalk, match existing width up to 5 ft. at minimum depth of four inches. Price per linear foot.	\$35.00	\$105,000.00	\$27.50	\$82,500.00	\$70.00	\$210,000.00
6	20	Remove and install single Barrier free ramps in accordance with the TXDOT PD-05, Standard Construction details. Price each.	\$1,850.00	\$37,000.00	\$1,100.00	\$22,000.00	\$500.00	\$10,000.00
7	5	Remove and install double Barrier free ramps in accordance with the TXDOT PD-05, Type 2 Standard Construction details. Price each.	\$2,800.00	\$14,000.00	\$1,400.00	\$7,000.00	\$800.00	\$4,000.00
8	1000	Construct sidewalk retaining (variable height), up to 36 inches. Price per square foot.	\$35.00	\$35,000.00	\$13.50	\$13,500.00	\$7.00	\$7,000.00
9	5000	Remove and install class "A" separate concrete curb & gutter 24" or match existing curb and gutter. Price per square foot.	\$18.00	\$90,000.00	\$10.00	\$50,000.00	\$30.00	\$150,000.00
10	500	Remove tree roots to a depth of 6 inches and 6 inches from the edge of sidewalk. Price per square foot.	\$10.00	\$5,000.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00
11	200	Remove and install class "C" concrete alley approach. Price per square yard.	\$68.00	\$13,600.00	\$72.00	\$14,400.00	\$90.00	\$18,000.00
12	75	Remove and install 6" class "C" concrete driveway approach. Price per square yard.	\$68.00	\$5,100.00	\$63.00	\$4,725.00	\$200.00	\$15,000.00
13	500	Remove and install 8" class "C" concrete street pavement. Price per square yard.	\$85.00	\$42,500.00	\$81.00	\$40,500.00	\$95.00	\$47,500.00
14	200	Remove and install 8" class "K" Concrete Street pavement using high early concrete. Price per square yard.	\$130.00	\$26,000.00	\$90.00	\$18,000.00	\$105.00	\$21,000.00
15	200	Remove and install 10" class "C" Concrete Street pavement. Price per square yard.	\$95.00	\$19,000.00	\$90.00	\$18,000.00	\$125.00	\$25,000.00
16	200	Remove and install 10" class "K" Concrete pavement using high early concrete. Price per square yard.	\$150.00	\$30,000.00	\$99.00	\$19,800.00	\$135.00	\$27,000.00

**EXHIBIT A**

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Sidewalk, Curb, Gutter, & Utility Cut Repair and Maintenance - #2017-05  
 October 28, 2016, 2:00 p.m.  
 Purchasing Phone 972-412-6198

**Bid #2017-05**

NO	QTY.	DESCRIPTION	Cam-Crete Contracting Inc.		F & F Concrete LLC		Tri-Con Services Inc.	
			Unit	Total Price	Unit	Total Price	Unit	Total Price
17	100	Remove and install 7" class "K" Concrete alley pavement using high early concrete. Price per square yard.	\$120.00	\$12,000.00	\$85.50	\$8,550.00	\$100.00	\$10,000.00
18	500	Remove and install 7" class "C" Concrete alley pavement. Price per square yard.	\$70.00	\$35,000.00	\$81.00	\$40,500.00	\$90.00	\$45,000.00
19	25	Install Stamped Colored Concrete (match existing pattern and color). Price per square yard.	\$200.00	\$5,000.00	\$117.00	\$2,925.00	\$200.00	\$5,000.00
20	100	Install Topsoil to grade between sidewalk and curb. Price per cubic yard.	\$65.00	\$6,500.00	\$40.00	\$4,000.00	\$150.00	\$15,000.00
21	250	Excavation of failed sub-grade and install Flex Base and re-compact to STD proctor density. Price per cubic yard.	\$28.00	\$7,000.00	\$81.00	\$20,250.00	\$110.00	\$27,500.00
22	30	Remove and install Inlet top and throat to the proper elevation. Price per linear foot.	\$500.00	\$15,000.00	\$150.00	\$4,500.00	\$200.00	\$6,000.00
23	100	Reset 18" to 31" RCP (storm pipe) to grade and place concrete collars (min width 12") around each joint. Price per linear foot.	\$70.00	\$7,000.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00
24	25	Remove and install Concrete Flume to the proper elevation. Price per square yard.	\$68.00	\$1,700.00	\$90.00	\$2,250.00	\$100.00	\$2,500.00
25	200	Install Sod to match existing grass. Price per square yard.	\$20.00	\$4,000.00	\$12.50	\$2,500.00	\$25.00	\$5,000.00
26	50	Remove and install Median Nose. Price per square yard.	\$150.00	\$7,500.00	\$120.00	\$6,000.00	\$200.00	\$10,000.00
27	3	Remove and install New Manhole cover and ring. Price each.	\$1,500.00	\$4,500.00	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00
28	10	Adjust existing Manhole cover and rings to the proper elevation. Price each.	\$700.00	\$7,000.00	\$150.00	\$1,500.00	\$300.00	\$3,000.00
29	3	Install New water valve cover and stack (Bass Hays 340-1) to the proper elevation. Price each.	\$1,500.00	\$4,500.00	\$300.00	\$900.00	\$150.00	\$450.00
30	10	Adjust existing Water valve cover and stack to the proper elevation. Price each.	\$700.00	\$7,000.00	\$100.00	\$1,000.00	\$75.00	\$750.00
31	20	Deploy Portable message board. Price per day.	\$200.00	\$4,000.00	\$125.00	\$2,500.00	\$150.00	\$3,000.00
32	50	Adjust Sprinkler heads to the proper height. Price per square yard.	\$65.00	\$3,250.00	\$10.00	\$500.00	\$125.00	\$6,250.00
33	50	Relocate Irrigation system. Price per square yard.	\$65.00	\$3,250.00	\$10.00	\$500.00	\$35.00	\$1,750.00
34	50	Furnish and install all Pavement Markings removed during construction. Price per linear foot.	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$15.00	\$750.00
<b>TOTAL</b>				<b>\$740,900.00</b>		<b>\$561,150.00</b>		<b>\$1,242,950.00</b>

**EXHIBIT A**

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Sidewalk, Curb, Gutter, & Utility Cut Repair and Maintenance - #2017-05  
 October 28, 2016, 2:00 p.m.  
 Purchasing Phone 972-412-6198

**Bid #2017-05**

		West Texas Rebar Placers Marco Hernandez 214-869-2748		
		Addenda Acknowledged?	Yes	
		Bid Bond Included?	Yes	
		Cooperative Purchasing Form Agreed?	No	
NO	QTY.	DESCRIPTION	Unit	Total Price
		<b>Note: All work to be in accordance with the City of Rowlett 2013 Standard Construction Details. All orders are on an "as needed basis only". The quantities are estimates only.</b>		
1	5000	Sawcut concrete pavement to full depth. Price per linear foot.	\$8.00	\$40,000.00
2	4500	Remove and install class "A" concrete sidewalk, match existing width up to 4 ft at minimum depth of four inches. Price per linear foot.	\$18.00	\$81,000.00
3	500	Remove and install class "A" concrete sidewalk, match existing width up to 5 ft at minimum depth of four inches. Price per linear foot.	\$25.00	\$12,500.00
4	500	Excavate soil and install new class "A" concrete sidewalk, width 6 ft. at minimum depth of four inches. Price per linear foot.	\$30.00	\$15,000.00
5	3000	Excavate soil and install new class "A" concrete sidewalk, match existing width up to 5 ft. at minimum depth of four inches. Price per linear foot.	\$20.00	\$60,000.00
6	20	Remove and install single Barrier free ramps in accordance with the TXDOT PD-05, Standard Construction details. Price each.	\$1,800.00	\$36,000.00
7	5	Remove and install double Barrier free ramps in accordance with the TXDOT PD-05, Type 2 Standard Construction details. Price each.	\$2,400.00	\$12,000.00
8	1000	Construct sidewalk retaining (variable height), up to 36 inches. Price per square foot.	\$28.00	\$28,000.00
9	5000	Remove and install class "A" separate concrete curb & gutter 24" or match existing curb and gutter. Price per square foot.	\$18.00	\$90,000.00
10	500	Remove tree roots to a depth of 6 inches and 6 inches from the edge of sidewalk. Price per square foot.	\$4.00	\$2,000.00
11	200	Remove and install class "C" concrete alley approach. Price per square yard.	\$75.00	\$15,000.00
12	75	Remove and install 6" class "C" concrete driveway approach. Price per square yard.	\$100.00	\$7,500.00
13	500	Remove and install 8" class "C" concrete street pavement. Price per square yard.	\$90.00	\$45,000.00
14	200	Remove and install 8" class "K" Concrete Street pavement using high early concrete. Price per square yard.	\$95.00	\$19,000.00
15	200	Remove and install 10" class "C" Concrete Street pavement. Price per square yard.	\$100.00	\$20,000.00
16	200	Remove and install 10" class "K" Concrete pavement using high early concrete.	\$140.00	\$28,000.00

**EXHIBIT A**

City Of Rowlett Bid Tabulation for Annual Contract for Concrete Sidewalk, Curb, Gutter, & Utility Cut Repair and Maintenance - #2017-05  
 October 28, 2016, 2:00 p.m.  
 Purchasing Phone 972-412-6198

**Bid #2017-05**

NO	QTY.	DESCRIPTION	West Texas Rebar Placers	
			Unit	Total Price
17	100	Remove and install 7" class "K" Concrete alley pavement using high early concrete. Price per square yard.	\$108.00	\$10,800.00
18	500	Remove and install 7" class "C" Concrete alley pavement. Price per square yard.	\$86.25	\$43,125.00
19	25	Install Stamped Colored Concrete (match existing pattern and color). Price per square yard.	\$150.00	\$3,750.00
20	100	Install Topsoil to grade between sidewalk and curb. Price per cubic yard.	\$30.00	\$3,000.00
21	250	Excavation of failed sub-grade and install Flex Base and re-compact to STD proctor density. Price per cubic yard.	\$60.00	\$15,000.00
22	30	Remove and install Inlet top and throat to the proper elevation. Price per linear foot.	\$225.00	\$6,750.00
23	100	Reset 18" to 31" RCP (storm pipe) to grade and place concrete collars (min width 12") around each joint. Price per linear foot.	\$50.00	\$5,000.00
24	25	Remove and install Concrete Flume to the proper elevation. Price per square yard.	\$80.00	\$2,000.00
25	200	Install Sod to match existing grass. Price per square yard.	\$8.00	\$1,600.00
26	50	Remove and install Median Nose. Price per square yard.	\$140.00	\$7,000.00
27	3	Remove and install New Manhole cover and ring. Price each.	\$300.00	\$900.00
28	10	Adjust existing Manhole cover and rings to the proper elevation. Price each.	\$700.00	\$7,000.00
29	3	Install New water valve cover and stack (Bass Hays 340-1) to the proper elevation. Price each.	\$500.00	\$1,500.00
30	10	Adjust existing Water valve cover and stack to the proper elevation. Price each.	\$500.00	\$5,000.00
31	20	Deploy Portable message board. Price per day.	\$300.00	\$6,000.00
32	50	Adjust Sprinkler heads to the proper height. Price per square yard.	\$25.00	\$1,250.00
33	50	Relocate Irrigation system. Price per square yard.	\$60.00	\$3,000.00
34	50	Furnish and install all Pavement Markings removed during construction. Price per linear foot.	\$100.00	\$5,000.00
		<b>TOTAL</b>		\$638,675.00

**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution accepting the bid of and awarding a contract to Durable Specialties, Inc., in the amount of \$125,700 for the total base bid, with a five percent (5%) contingency for \$6,285, resulting in a total project amount of \$131,985, for the installation of a temporary traffic signal system at the Miller and Chiesa intersection and authorizing the Mayor to execute the necessary documents for said services.

**STAFF REPRESENTATIVE**

Shawn Poe, PE Director of Public Works  
Walter Allison, PE City Engineer

**SUMMARY**

The Miller and Chiesa Road intersection temporary traffic signal project consists of the installation of a temporary traffic signal system to replace the signal system destroyed in the tornado event of December 26, 2015. The temporary signal system will remain in place until such time as the permanent traffic signal system is installed.



**BACKGROUND INFORMATION**

On December 26, 2015, an EF-4 tornado destroyed the Miller and Chiesa Roads intersection traffic signal system. An emergency 4-way stop traffic control system was implemented immediately after the tornado.

## DISCUSSION

The emergency 4-way stop traffic control remained in place until the Spring of 2016, when traffic volumes at the Miller and Chiesa intersection returned to pre-tornado conditions. At this time, the City installed a portable traffic signal system to be used until the permanent system can be replaced.

Staff pursued reimbursement of a permanent traffic control system through the Federal Emergency Management Agency (FEMA) Disaster Relief Funds. FEMA, however, determined that the traffic signal system is not eligible for FEMA funds, but is eligible for Federal Highway Administration (FHWA) repair funding. This will require City funding participation and can take up to 18-24 months to process.

Staff is also pursuing installation of the permanent traffic control system through the participation project with Dallas County. As part of the April 24, 2001 Master Agreement and the Miller Road MCIP, Dallas County has completed design of improvements to Miller Road including the Miller and Chiesa Roads intersection traffic signalization. The proposed intersection improvements consist of expansion of the intersection to four lanes in each direction, pavement improvement, drainage improvements and traffic signalization for the expanded intersection. Construction is projected for the fall of 2017 pending funding. The proposed temporary traffic signal system will be utilized until the permanent intersection traffic signal system is installed. The City will pursue FHWA funding for the permanent traffic signal provided it does not delay the timing of the Miller Road widening project.

Notice to Bidders was published in the *Dallas Morning News* on November 17 and 24, 2016 as well as posted on the City website. Sealed bids were received in the Purchasing Office until 2:00 p.m., December 1, 2016 and then publicly opened and read aloud in the City Annex Conference Room, 4004 Main Street, Rowlett, Texas 75088 in accordance with Texas Local Government Code.

Bids were received from two bidders ranging from \$125,700 to \$294,300.

BIDDER	AMOUNT
Durable Specialties, Inc.	\$125,700
Roadway Solutions, Inc.	\$294,300

## FINANCIAL/BUDGET IMPLICATIONS

Project costs will be paid through the Disaster Fund, December 26 Tornado. These costs will be reimbursed by the City's insurance, Texas Municipal League.

Account Number	Project Number	Account Description	Budgeted Amount	Proposed Amount
412-9870-6701	ST2073	Construction	-0-	\$131,985
<b>TOTAL</b>				<b>\$131,985</b>

### RECOMMENDED ACTION

Staff recommends approval of a resolution accepting the bid of and awarding a contract to Durable Specialties, Inc., in the amount of \$125,700 for the total base bid with a five percent (5%) contingency for \$6,285, resulting in a total project amount of \$131,985 for installation of a temporary traffic signal system at the Miller and Chiesa intersection.

### RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO DURABLE SPECIALTIES, INC., IN THE AMOUNT OF \$125,700 FOR THE TOTAL BASE BID WITH A FIVE PERCENT (5%) CONTINGENCY FOR \$6,285, RESULTING IN A TOTAL PROJECT AMOUNT OF \$131,985, FOR THE MILLER AND CHIESA ROADS INTERSECTION TEMPORARY TRAFFIC SIGNAL PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 26, 2015, an EF-4 tornado destroyed the traffic signal system at the Miller and Chiesa Roads intersection; and

**WHEREAS**, the City is pursuing options for a permanent traffic signal system for the Miller and Chiesa Roads intersection; and

**WHEREAS**, staff recommends installation of a temporary traffic signal system until such time as a permanent traffic signal system may be installed at the Miller and Chiesa Roads intersection; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award a contract to Durable Specialties, Inc., for the installation of a temporary traffic signal system at the Miller and Chiesa Roads intersection.

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

**Section 1:** That the City Council of the City of Rowlett does hereby accept the bid of and award a contract to Durable Specialties, Inc., in the amount of \$125,700 for the total base bid with a five percent (5%) contingency for \$6,285, resulting in a total project amount of \$131,985, for the installation of a temporary traffic signal system at the Miller and Chiesa Roads intersection.

**Section 2:** That the City Council of the City of Rowlett does hereby authorize the Mayor to execute the necessary documents on the City's behalf and further 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 – Scope of Services

**EXHIBIT A**

City Of Rowlett Bid Tabulation for Temporary Traffic Signal at Miller Road & Chiesa Road Intersection - #2017-11

December 1, 2016, 2:00 p.m.

Purchasing Phone 972-412-6198

Page 1 of 2

			<b>Durable Specialties, Inc.</b>		<b>Roadway Solutions, Inc.</b>	
			Patrick Bryan 972-296-6324		Morrie Gamini 214-535-5015	
			Yes		Yes	
			Yes		Yes	
NO	QTY.	DESCRIPTION	Unit	Total Price	Unit	Total Price
<b>SCHEDULE 1: GENERAL</b>						
1	1	Mobilization (Lump sum)	\$1,500.00	\$1,500.00	\$14,100.00	\$14,100.00
2	1	General Site Preparation (Lump sum)	\$500.00	\$500.00	\$2,000.00	\$2,000.00
3	1	Erosion Control including inlet prot. Fence install etc. (Lump sum)	\$150.00	\$150.00	\$500.00	\$500.00
4	1	Traffic Control Plan & Implementation (Lump sum)	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00
5	2	Project Sign (Each)	\$550.00	\$1,100.00	\$2,000.00	\$4,000.00
6	1	Contingency (Lump sum)	\$1,250.00	\$1,250.00	\$10,000.00	\$10,000.00
<b>Subtotal General Items 1-6</b>				\$6,700.00		\$32,700.00
<b>SCHEDULE 2: SUPPORT MEMBERS</b>						
1	4	Furnish and install 40' wood poles (Each)	\$1,050.00	\$4,200.00	\$5,000.00	\$20,000.00
2	8	Furnish and install down guy (Each)	\$250.00	\$2,000.00	\$400.00	\$3,200.00
3	500	Furnish and install 1/4" span cable straps etc. (Linear foot)	\$2.00	\$1,000.00	\$2.00	\$1,000.00
4	2800	Furnish and install 3/8" span cable (Linear foot)	\$2.00	\$5,600.00	\$3.00	\$8,400.00
5	1	Furnish and install hardwood/straps (Lump sum)	\$300.00	\$300.00	\$4,500.00	\$4,500.00
6	4	Furnish and install junction box (Each)	\$250.00	\$1,000.00	\$400.00	\$1,600.00
<b>Subtotal Support Members Items 1-6</b>				\$14,100.00		\$38,700.00
<b>SCHEDULE 3: SECTION HEADS &amp; CABLES</b>						
1	4	Furnish and install 5 SEC SIG head w/LED's (Each)	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
2	500	Furnish and install 7C x 12AWG TRF SIG CBL (Linear foot)	\$2.00	\$1,000.00	\$2.00	\$1,000.00
3	4	Furnish and install 3 SEC SIG Head w/LED's (Each)	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
4	500	Furnish and install 4C x 12AWG TRF SIG CBL (Linear foot)	\$1.00	\$500.00	\$2.00	\$1,000.00
<b>Subtotal Section Heads &amp; Cables Items 1-4</b>				\$11,500.00		\$12,000.00
<b>SCHEDULE 4: PED. HEADS, PUSH BUTTON &amp; CABLES</b>						
1	8	Furnish and install PED SIG head (Each)	\$600.00	\$4,800.00	\$600.00	\$4,800.00
2	800	Furnish and install 4C x 12AWG TRF SIG CBL (Linear foot)	\$1.00	\$800.00	\$2.00	\$1,600.00
3	8	Furnish and install PED PSH BTN (Standard) (Each)	\$250.00	\$2,000.00	\$300.00	\$2,400.00
4	800	Furnish and install 4C x 12AWG TRF SIG CBL (Linear foot)	\$1.00	\$800.00	\$2.00	\$1,600.00
<b>Subtotal Ped. Heads, Push Button &amp; Cables Items 1-4</b>				\$8,400.00		\$10,400.00

City Of Rowlett Bid Tabulation for Temporary Traffic Signal at Miller Road & Chiesa Road Intersection - #2017-11  
 December 1, 2016, 2:00 p.m.  
 Purchasing Phone 972-412-6198

		Durable Specialties, Inc.		Roadway Solutions, Inc.		
		Unit	Total Price	Unit	Total Price	
<b>SCHEDULE 5: VIVDS</b>						
1	4	Furnish and install VIVDS camera assembly (Each)	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
2	1	Furnish and install VIVDS processor system (Each)	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00
3	1	Furnish and install VIVDS set-up system (Each)	\$250.00	\$250.00	\$1,000.00	\$1,000.00
4	500	Furnish and install VIVDS Communication cable (Linear foot)	\$2.00	\$1,000.00	\$3.00	\$1,500.00
<b>Subtotal VIVDS Items 1-4</b>				\$12,550.00		\$17,500.00
<b>SCHEDULE 6: OPTICOM</b>						
1	4	Furnish and install Opticom detector (Each)	\$675.00	\$2,700.00	\$800.00	\$3,200.00
2	1	Furnish and install Opticom phase selector (Each)	\$3,700.00	\$3,700.00	\$3,500.00	\$3,500.00
3	500	Furnish and install Opticom detector cable (Linear foot)	\$1.00	\$500.00	\$2.00	\$1,000.00
<b>Subtotal Opticom Items 1-3</b>				\$6,900.00		\$7,700.00
<b>SCHEDULE 7: CONTROLLER</b>						
1	1	Furnish and install Controller (Each)	\$16,000.00	\$16,000.00	\$5,500.00	\$5,500.00
2	1	Furnish and install Controller cable (Lump sum)	\$150.00	\$150.00	\$500.00	\$500.00
<b>Subtotal Controller Items 1-2</b>				\$16,150.00		\$6,000.00
<b>SCHEDULE 8: ELECTRICAL</b>						
1	2	Furnish and install Luminaire (Each)	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
2	300	Furnish and install #8 XHHW cable (Linear foot)	\$1.00	\$300.00	\$1.00	\$300.00
3	1	Furnish and install electrical service, include photo cell (Each)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	1	Furnish and install electrical service cable (Lump sum)	\$200.00	\$200.00	\$1,500.00	\$1,500.00
5	500	Furnish and install ELECT conductor #6 bare (Linear foot)	\$1.00	\$500.00	\$1.00	\$500.00
<b>Subtotal Electrical Items 1-5</b>				\$8,000.00		\$8,900.00
<b>SCHEDULE 9: SIGNS &amp; STRIPES</b>						
1	8	Furnish and install switch button signs (Each)	\$25.00	\$200.00	\$50.00	\$400.00
2	4	Furnish and install left turn on yield sign (Each)	\$300.00	\$1,200.00	\$500.00	\$2,000.00
3	4	Furnish and install street name sign (Each)	\$600.00	\$2,400.00	\$3,500.00	\$14,000.00
4	800	Furnish and install 12" wide Ped. X-ing (Linear foot)	\$7.00	\$5,600.00	\$30.00	\$24,000.00
<b>Subtotal Signs &amp; Stripes Items 1-4</b>				\$9,400.00		\$40,400.00
<b>TOTAL BASE BID</b>				<b>\$93,700.00</b>		<b>\$174,300.00</b>
<b>EXTENSION OF CURRENT RENTAL</b>						
1	4	Rental price for existing traffic signals (Est. 4 month rental)	\$8,000.00	\$32,000.00	\$30,000.00	\$120,000.00
<b>TOTAL BASE BID + RENTAL</b>				<b>\$125,700.00</b>		<b>\$294,300.00</b>



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

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

**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 7E

**TITLE**

Consider action approving an Interlocal Cooperation Agreement between Rockwall County and the City of Rowlett regarding municipal judge services.

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager  
Mike Brodnax, Police Chief

**SUMMARY**

In 2009, the City of Rowlett entered into an Interlocal Agreement with Rockwall County for “Labor Day 2009 No Refusal Weekend”. In 2016, Rockwall County and the City of Rowlett will join together for “No Refusal Weekend” periods throughout the year.

**BACKGROUND INFORMATION**

The City of Rowlett has had interlocal agreements with Rockwall County to provide “no refusal” weekends since 2009. This was originally intended to be for Labor Day only but has grown to include four major holidays.

**DISCUSSION**

Rockwall County Law Enforcement agencies are joining together to conduct “No Refusal Weekends” for the 2016 year.

Through this program, warrants will be sought to draw blood from individuals who are suspected of driving while intoxicated and have refused to provide a breath or blood sample. The Rockwall County Criminal District Attorney, Kenda Culpepper, has taken the lead to plan the logistics of the event and to work out the issues related to obtaining the blood draw warrants. Rockwall County prosecutors will be on 24 hour call to assist officers in obtaining the warrants. Rowlett Municipal Judge Pam Liston has agreed to be available 24 hours a day during the weekends listed below to review and issue blood draw warrants.

During the term of this agreement, Rockwall County will perform the “No Refusal Weekend” on four occasions as follows:

1. New Year’s Day – 12:01 a.m. December 30, 2016 through 5:00 p.m. January 4, 2017;
2. Memorial Day – 12:01 a.m. May 27, 2017 through 5:00 p.m. May 31, 2017;
3. Independence Day – 12:01 a.m. July 1, 2017 through 5:00 p.m. July 5, 2017; and
4. Labor Day – 12:01 a.m. September 2, 2017 through 5:00 p.m. September 6, 2017.

The Interlocal Agreement under consideration is between the City and Rockwall County for the use of Judge Pam Liston's service during this time period. Rockwall County will reimburse the City of Rowlett for the costs incurred, up to \$2,500.

For reference, the City of Rowlett has used the same procedure for blood draw warrants for several years.

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

The cost for Judge Liston's services will be reimbursed by Rockwall County up to an amount of \$2,500.

#### **RECOMMENDED ACTION**

City staff recommends the City Council approve the Interlocal Agreement with Rockwall County.

#### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROWLETT REGARDING MUNICIPAL JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, portions of the City of Rowlett (City) are located within Rockwall County (County) and its citizens are represented by the Rockwall County Criminal District Attorney in criminal matters; and

**WHEREAS**, both the City and the County seek to protect their citizens from harm and damage to property; and

**WHEREAS**, the County through the Rockwall County Criminal District Attorney intends to hold a "No Refusal Weekend" four times a year wherein warrants will be sought to draw blood from individuals suspected of driving while intoxicated who have refused to provide a breath or blood sample; and

**WHEREAS**, the City through its municipal court of record has the authority to issue evidentiary warrants in the State of Texas under certain conditions; and

**WHEREAS**, the City desires to make a municipal judge available to review, consider, and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals in Rockwall County suspected of driving while intoxicated for the dates and periods described in the Interlocal Agreement, a true and correct copy of which is attached hereto and incorporated herein.

**WHEREAS**, it is in the best interest of the citizens of the City of Rowlett and Rockwall County to hold a "No Refusal Weekend"; and

**WHEREAS**, both the County and the City desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the County and the City will agree upon the terms of said written 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 hereby approves an Interlocal Agreement with Rockwall County, Texas, authorizing the City's municipal judge to review and execute certain warrants; and

**Section 2:** That the Mayor be and is hereby authorized to execute an Interlocal Agreement with Rockwall County as provided in the Interlocal Agreement attachment which is attached hereto as Exhibit A; and

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

**ATTACHMENT**

Exhibit A – Interlocal Cooperation Agreement

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROWLETT REGARDING MUNICIPAL JUDGE SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into by and between Rockwall County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as "COUNTY"*), and the City of Rowlett, a municipal corporation of the State of Texas (*hereinafter referred to as "CITY."*)

**WHEREAS**, the CITY is located within the COUNTY and its citizens are represented by the Rockwall County Criminal District Attorney in criminal matters; and

**WHEREAS**, both the CITY and the COUNTY seek to protect their citizens from harm and damage to property; and

**WHEREAS**, the COUNTY through the Rockwall County Criminal District Attorney intends to hold multiple "No Refusal Weekends" during the course of the year wherein warrants will be sought to draw blood from individuals suspected of driving while intoxicated who have refused to provide a breath or blood sample; and

**WHEREAS**, the CITY through its municipal court has the authority to issue evidentiary warrants in the State of Texas under certain conditions; and

**WHEREAS**, the CITY desires to make a municipal judge available to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals in Rockwall County suspected of driving while intoxicated during the periods set forth in this Agreement; and

**WHEREAS**, it is in the best interest of the citizens of Rockwall County to hold "No Refusal Weekends"; and

**WHEREAS**, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

**NOW, THEREFORE**, the COUNTY and the CITY mutually agree as follows:

**I.  
TERM OF AGREEMENT**

- A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be for one (1) year commencing on the date it is formally and duly executed by both the COUNTY and the CITY.
- B. During the term of this Agreement the COUNTY shall perform the "No Refusal Weekend" on four occasions as follows:

- (1) New Year's Day – 12:01 a.m. December 30, 2016 through 5:00 p.m. January 2, 2017;
- (2) Memorial Day – 12:01 a.m. May 26, 2017 through 5:00 p.m. May 30, 2017;
- (3) Independence Day – 12:01 a.m. June 30, 2017 through 5:00 p.m. July 5, 2017; and
- (4) Labor Day – 12:01 a.m. September 1, 2017 through 5:00 p.m. September 5, 2017.

C. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

**II.  
COUNTY RESPONSIBILITIES**

The COUNTY will pay the CITY at a rate of \$120.00 an hour for a total amount not to exceed \$2500.00 for each of the aforementioned "No Refusal Weekend" periods, for the services of Judge Pam Liston to review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the "No Refusal Weekend" periods. Payment of the judge's fee is specifically not made contingent upon approval of the warrant by the judge.

**III.  
CITY RESPONSIBILITIES**

The CITY through Municipal Judge Pam Liston shall review, consider and sign, if appropriate, evidentiary warrants to obtain blood samples from individuals suspected of driving while intoxicated during the "No Refusal Weekend" periods. The CITY agrees that Judge Liston will be available to provide these services at times to be scheduled at a later date during the "No Refusal Weekend" periods. The CITY further agrees to submit an invoice to the COUNTY (c/o the Rockwall County Auditor) for the services provided by the Judge. Payment shall be made 30 days after receipt of the invoice by the Rockwall County Auditor.

**IV.  
GENERAL PROVISIONS**

**A. General Administration:**

The COUNTY and the CITY will designate their respective representatives for the general administration of this Agreement.

**B. Alteration, Amendment or Modification:**

This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.

**C. Notice:**

All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return-receipt requested.

Notices sent pursuant to this Agreement will be sent to the Rockwall County Judge's Office at the following address:

*County Judge  
Rockwall County Judge's Office  
101 East Rusk, Room 202  
Rockwall, Texas 75087*

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

*Brian Funderburk  
City Manager, City of Rowlett  
4000 Main Street  
Rowlett, Texas 75088*

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. postal office.

**D. Severability:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement.

**E. Breach:**

The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

**F. Non-Waiver:**

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law

**G. Entire Agreement:**

This Interlocal Cooperative Agreement constitutes the entire Agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

**H. Terms used in Document:**

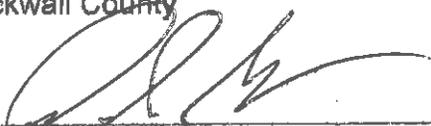
As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

**I. Non-Defined Terms:**

If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS 22<sup>nd</sup> day of November 2016.

Rockwall County

By:   
\_\_\_\_\_  
Honorable David Sweet  
Rockwall County Judge

Attest:

 \_\_\_\_\_ Date: 11/22/16

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2016.

City of Rowlett

By: \_\_\_\_\_  
Mayor Todd W. Gottel  
City of Rowlett

Attest:

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



City of Rowlett  
Staff Report

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

AGENDA DATE: 12/13/2016

AGENDA ITEM 7F

**TITLE**

Consider action to approve a resolution to amend the City Personnel Manual's Vacation Leave Payout policy.

**STAFF REPRESENTATIVE**

Richard B. Jones, Director of Human Resources

**SUMMARY**

City Staff made a recommendation in Fiscal Year 2014 (FY2014) to amend the vacation leave payout for departing employees. The recommendation was approved by City Council on September 14, 2014 with an effective date of October 1, 2014. The purpose of this item is to change one of the provisions of the September 14, 2014 Resolution to grandfather affected employees. The current provision places a sunset date of September 30, 2019 for use or payout of excess vacation leave or lose the balance.

**BACKGROUND INFORMATION**

The discussion in FY2014 with City Council resulted in the following policy being approved per Resolution: RES-090-14.

**PAYOUT UPON SEPARATION (NON-FIRE SHIFT PERSONNEL)**

Eligible employees leaving City service will be compensated for unused accrued vacation leave in accordance with the table below. Terminated employees on introductory status (excluding promotional) are ineligible for vacation pay out.

Tenure in Years	Pay Out %	Max Payout Part-time (in hours)	Max Payout Full-time (in hours)	Max Payout Fire* (in hours)
<1	100.0%	40	80	360
1-10	100.0%	90	180	540
>10	100.0%	120	240	720

\*Part-time hours are proportionate based on hours worked.

Those non-fire shift employees hired prior to October 1 2014, who exceed the maximum vacation leave payouts as of September 30, 2014, will have until September 30, 2019 to bring

their vacation leave balances below the maximum payout threshold. On and after September 30, 2019, such employees will no longer be entitled to receive, on separation, accrued vacation leave in excess of the amounts in the foregoing table.

Those non-fire shift employees hired prior to October 1, 2014, whose balances do not exceed the maximum vacation leave payouts as of September 30, 2014, will not be paid in excess of the maximum payout threshold reflected above, and will only receive payment for actual accrued hours

The September 16, 2014, amendment to this policy does not and is not intended to modify vacation leave accrual or payout on separation as existed prior to the amendment. Beginning October 1, 2014, the City established 240 hours as the maximum payout for all Non-Fire Shift personnel, regardless of tenure with the City. However, a 5-year "grandfathered" period (until September 30, 2019) was established to allow employees to reduce their earned Vacation Leave balances in excess of 240 hours.

Employees with accrued Vacation Leave balances below 240 hours as of September 30, 2014 will be paid a maximum of 240 hours at the time of the separation from the City. The 5-year "grandfathered" period does not apply.

Employees with accrued Vacation Leave balances between 240 and 480 hours as of September 30, 2014 will be paid that full amount, but no more than that amount, at the time of the separation from the City. This provision is in effect through September 30, 2019.

Employees with accrued Vacation Leave balances at or above 480 hours as of September 30, 2014 will be paid the full 480 hours at the time of the separation from the City. This provision is in effect through September 30, 2019.

Prior to Council passing Resolution: RES-090-14 the vacation leave payout policy was as follows:

**PAYMENT UPON TERMINATION**

Eligible employees leaving City service will be compensated for unused accrued vacation leave, up to his/her maximum accrual on the date of separation. Terminated employees on introductory status (excluding promotional) are ineligible for vacation pay out.

Tenure in Years	Pay Out %	Max Payout Part-time (in hours)	Max Payout Full-time (in hours)	Max Payout Fire* (in hours)
<1	100.0%	40	80	360
1-10	100.0%	180	360	540
>10	100.0%	240	480	720

## DISCUSSION

Resolution RES-090-14 went into effect on October 1, 2014. There were 65 employees with vacation balances that were in excess of the new vacation payout maximums. Those 65 employees were given five years until September 30, 2019 to use or lose their excess balances. There are currently 49 of the original 65 who are still employed with excess balances that have to be used by September 30, 2019 or they will lose the balance above the new maximum limits.

When Resolution RES-090-14 was enacted, staff believed that five years would be sufficient time to have the excess vacation balances used by employees so no one would feel like they had lost vacation time. That has not been the actual outcome as evidenced by the 49 employees with remaining excess balances near or equal to their balances on September 30, 2014. To remedy this, staff would like to remove the sunset provision of Resolution RES-090-14 and allow for the 49 remaining employees to be paid out at separation up to the balance they had on September 30, 2014 when they retire or otherwise leave the City's employment.

Staff's concern is that the City overestimated the ability of departments to allow employees to use their excess vacation balances at the same time they were taking their other vacation leave and maintain minimum staffing levels to support City services. The tornado that occurred on December 26, 2015, just 15 months after this Resolution, has certainly kept many of these long term employees from being able to use their excess vacation leave. Staff does not want employees to feel like they are at risk of losing their excess vacation balances and consider leaving the City's employment before the sunset date of September 30, 2019. Removing the sunset provision will likely allow for the remaining excess payouts to occur a few at a time over several years versus having many of the 49 employees consider leaving employment prior to the sunset date of September 30, 2019. It should also be noted that the current value of the excess accrued vacation leave will not be changed whether the sunset provision is removed or not.

## FINANCIAL/BUDGET IMPLICATIONS

The current liability above the maximum payout amounts for the remaining 49 employees using current pay rates and vacation accruals is \$265,000.

Funding for this policy will occur during the fiscal year in which the employee ends employment with the City. These expenditures are typically funded through the annual vacancy savings created in each fund.

## **RECOMMENDED ACTION**

Staff recommends approving a resolution to amend the City's Vacation Leave Payout Policy.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN AMENDMENT TO THE CITY'S PERSONNEL POLICY HANDBOOK REGARDING THE SICK LEAVE PAYOUT POLICY FOR EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 2014; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rowlett City Council and Staff Leadership are committed to conducting operations and executing policy in an efficient and fiscally sound manner; and

**WHEREAS**, the Rowlett City Council and Staff Leadership are committed to offering attractive compensation and benefits packages in order to recruit and retain outstanding employees; and

**WHEREAS**, the Rowlett City Council and Staff Leadership recognize the loyalty, commitment, subject matter expertise and institutional knowledge of long-tenured employees.

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

**Section 1:** That the City's Personnel Policy Manual regarding the payout of employee vacation leave be and is hereby amended in accordance with Exhibit A, attached hereto and incorporated herein.

**Section 2:** That the foregoing amendment to the City's Personnel Policy Manual shall become effective on December 13, 2016.

**Section 3:** That this resolution shall become effective immediately upon its passage, and the amendment to the City's Personnel Policy shall become effective as provided herein.

## **ATTACHMENTS**

Exhibit A – Payout Upon Separation (Non-Fire Shift Personnel)

Exhibit A

PAYOUT UPON SEPARATION (NON-FIRE SHIFT PERSONNEL)

Eligible employees leaving City service will be compensated for unused accrued vacation leave in accordance with the table below.

Tenure in Years	Pay Out %	Max Payout Part-time (in hours)	Max Payout Full-time (in hours)	Max Payout Fire* (in hours)
<1	100.0%	40	80	360
1-10	100.0%	90	180	540
>10	100.0%	120	240	720

\*Part-time hours are proportionate based on hours worked.

Those non-fire shift employees hired prior to October 1, 2014, whose balances do not exceed the maximum vacation leave payouts as of September 30, 2014, will not be paid in excess of the maximum payout threshold reflected above, and will only receive payment for actual accrued hour.

Employees with accrued Vacation Leave balances between 240 and 480 hours as of September 30, 2014 will be paid that full amount, but no more than that amount, at the time of the separation from the City.

Employees with accrued Vacation Leave balances at or above 480 hours as of September 30, 2014 will be paid the full 480 hours at the time of the separation from the City.



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 12/13/16

**AGENDA ITEM:** 8A

### **TITLE**

Consider action to approve a resolution to enter into a Purchase and Sale Agreement for property located at 3801 President George Bush Turnpike and authorize the Mayor to execute the necessary documents.

### **STAFF REPRESENTATIVE**

Jim Grabenhorst, Director of Economic Development

### **SUMMARY**

The Purchase and Sale Agreement between the Rowlett Chamber Foundation and Global Investment Group for this City owned property of approximately eight (8) acres in Downtown will allow for a master plan development of approximately 45 acres, which as part of the City's Strategic Downtown Plan will help catalyze development while providing additional mixed-use retail, commercial, hotel and residential opportunities for Rowlett residents and the surrounding areas.

### **BACKGROUND INFORMATION**

Downtown Rowlett has been a focus of City development efforts as a way to create a vibrant community core while leveraging the City's commitment nearly 30 years ago to bring public transportation (DART) to Rowlett. Several City facilities (City Hall campus, Library, Development Services, Public Works & Utilities and the Animal Shelter) all reside within the current Downtown boundaries. In addition to the commitment of public transit (DART) the community has invested in several infrastructure improvement projects over the last 10 years to prepare Downtown for future development.

In 2010 the City embarked on Realize Rowlett 2020. Realize Rowlett 2020 is the City's Comprehensive Plan that guides decisions on all development. Phase I served to update the Comprehensive Plan and was adopted by City Council on September 11, 2011. Phase II was about implementing the vision and led to the adoption of new zoning regulations in four key areas on November 6, 2012, to ensure the vision was realized for these areas. Downtown was one of the initial key areas and in addition to the new zoning regulations, a formal Strategic Downtown Plan was also adopted at that time.

### **DISCUSSION**

A key component and action item from the Downtown Strategic Plan and incorporated in the overall Economic Development Strategic Plan is the use of key City owned properties to catalyze development within Downtown.

Since the adoption of the Strategic Downtown Plan and new zoning regulations, the City has actively marketed Downtown Rowlett opportunities and has received interest from several development entities interested in pursuing catalyst projects on City owned properties. To that end the City has worked with Global Investment Group in developing a master plan concept on the combined Global and City owned property (Attachment 1). The City anticipates that this master plan will generate in excess of \$100 million in private investment and the potential for sales tax and hotel occupancy tax revenue. The current site is approximately 10 acres and has a City water tower (known as the Kirby Water Tower). The City is in the process of replatting the property to retain ownership of approximately two acres where the water tower sits and the remainder of the property, approximately 9± acres is subject to the Purchase and Sale Agreement. The site has remained vacant and primarily used as storage over the past several years.

Through the Purchase and Sale Agreement, the City, in partnership with the Rowlett Chamber Foundation, will transfer ownership of the property to Global Investment Group who will develop the master plan pursuant to Form-Based Code standards adopted as part of the recent rezoning. Initial plans for the development call for a hotel, along with commercial and restaurant uses on the corner of Main Street and President George Bush Turnpike (PGBT) and running along the PGBT frontage and multifamily fronting on Herfurth Park.

The Purchase and Sale Agreement provides for the City to receive fair market value for the property as determined by an appraisal in the amount of \$3.50 per square foot.

**FINANCIAL/BUDGET IMPLICATIONS**

Based upon the above terms of the Purchase and Sale Agreement, the budget impact will be the receipt of the fair market value of the property in an approximate amount of \$1,375,000, as the exact amount will be determined by the square footage on the replat. As stated earlier, this project will create and build on the catalytic efforts to utilize City owned property that currently does not generate sales or property tax revenue within our Downtown district.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
102-4999	Miscellaneous Revenue	\$0	\$1,375,000
<b>Total</b>		<b>\$0</b>	<b>\$1,375,000</b>

**RECOMMENDED ACTION**

Staff recommends Council move to approve a resolution to enter into a Purchase and Sale Agreement for property located at 3801 President George Bush Turnpike and authorize the Mayor to execute the necessary documents.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A PURCHASE AND SALE AGREEMENT FOR CITY OWNED PROPERTY LOCATED AT 3801 PRESIDENT GEORGE BUSH TURNPIKE AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has adopted a vision for the redevelopment and economic revitalization of its central downtown area (the “District”) and has established and implemented a broad program to achieve this goal, which includes a revision of its comprehensive plan, the adoption of form-based codes to encourage development in accordance with New Urbanism principles, the opening of a light rail station by Dallas Area Rapid Transit (DART), the use of state grant funding for infrastructure and public amenity improvements, and the legislative creation of a municipal management district; and

**WHEREAS**, the City Council of the City of Rowlett, Texas has been presented a proposed Purchase and Sale Agreement with the Rowlett Chamber Foundation and Global Investment Group for City owned property located at 3801 President George Bush Turnpike, and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute said Purchase and Sale Agreement on behalf of the City of Rowlett, Texas.

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

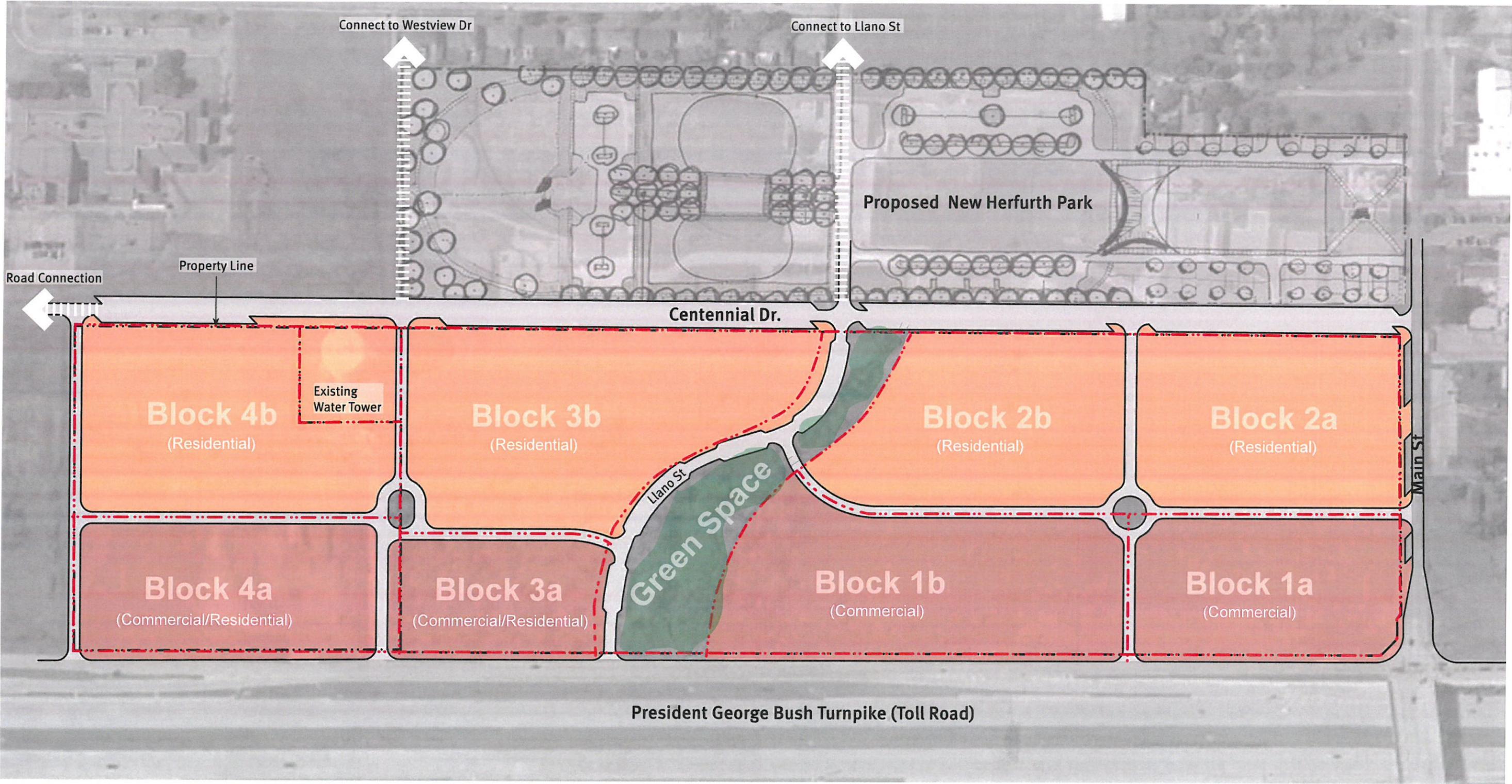
**Section 1:** That the Purchase and Sale Agreement attached hereto as Exhibit A, having been reviewed by the City Council of the City of Rowlett, Texas is hereby approved.

**Section 2:** That the Mayor be and is hereby authorized to execute the necessary documents conforming to this resolution and to accomplish the transfer of property described herein.

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

## **ATTACHMENTS**

Attachment 1 – Global/City Property Mixed-Use Conceptual Master Plan



**Rowlett Mixed Use Master Plan**  
Rowlett, Texas

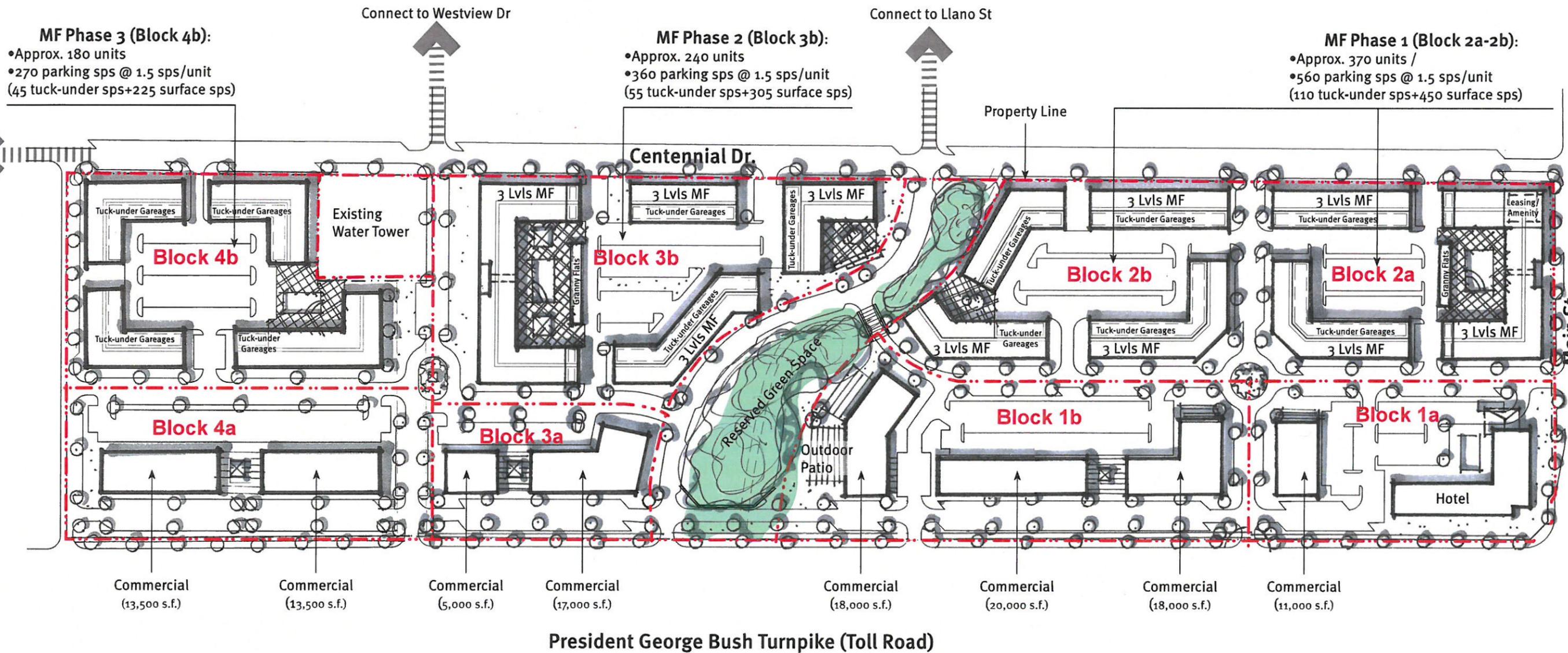


Master Plan Framework  
Scale: 1"=200'-00"



07.15.2016	2016032.00 zz
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Proposed New Herfurth Park



Rowlett Mixed Use Master Plan  
 Rowlett, Texas



Conceptual Site Plan  
 Scale: 1"=200'-00"

07.15.2016	2016032.00 zz
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