



# 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, January 3, 2017

6:00 P.M.

Municipal Building – 4000 Main Street

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

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

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

There are no agenda items.

**3. WORK SESSION (6:00 P.M.) \* Times listed are approximate.**

- 3A.** Discuss resolutions of support for the 2017 Texas Department of Housing and Community Affairs competitive tax credit applications. (90 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.** Hear presentation of the Monthly Financial report for the period ending September 30, 2016.

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

## 6. CITIZENS' INPUT

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

## 7. CONSENT AGENDA

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

- 7A. Consider action to approve minutes from the December 13, 2016, City Council Regular Meeting.
- 7B. Consider action to approve a resolution accepting the bid of and awarding a contract to Armadillo Underground Utilities, LLC in the amount of \$323,820 for the total base bid with a five percent (5%) contingency for \$16,191 and up to \$5,000 for an early completion bonus, resulting in a total project amount of \$345,011 for the construction of a 16-Inch Water Line along State Highway 66 west of Rowlett Road and authorizing the Mayor to execute the necessary documents for said services.
- 7C. Consider action to approve a resolution awarding an annual contract in the amount of \$125,000 and with four optional annual extensions to Nortex Concrete Lift & Stabilization, Inc. for pavement leveling services in the unit amount specified in the City of Grand Prairie pavement leveling contract and by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie and authorize the Mayor to execute the necessary documents for said services.

## 8. ITEMS FOR INDIVIDUAL CONSIDERATION

- 8A. Conduct a public hearing and take action on a rezoning request to amend Planned Development (PD) Ordinance No. ORD-010-13 to modify the development standards for a detached garage. The subject property is located at 6809 Miller Road, being .98 +/- acres further described as a portion of Tracts 16.2, 66, and 58 out of the Charles D. Merrell Survey, Abstract Number 957, City of Rowlett, Dallas County, Texas.

## 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](http://www.rowlett.com)) on the 30<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:** 01/03/17

**AGENDA ITEM:** 3A

**TITLE**

Discuss resolutions of support for the 2017 Texas Department of Housing and Community Affairs competitive tax credit applications (90 minutes).

**STAFF REPRESENTATIVE**

Marc Kurbansade, Director of Development Services

**SUMMARY**

The City of Rowlett has been approached by five developers seeking to submit competitive tax credit applications to the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2017 application cycle. The purpose of this Work Session is to provide City Council background information on each applicant and their respective proposed developments. Staff is seeking consensus from City Council on whether it would support one or more of these applications in the form of a supporting resolution. The supporting resolution(s) would be considered at the February 7, 2017 meeting.

**BACKGROUND INFORMATION**

The TDHCA Housing Tax Credits program is an annual program in which tax credits are awarded to eligible participants to offset a portion of their federal tax liability in exchange for the production of affordable rental housing. Applicants are scored and ranked within their region, and many private development entities seek City participation in the process in order to gain valuable points. Participation from respective municipalities can come in the form of providing a supporting resolution, provision of financial incentives/support, and designation of areas as targeted reinvestment areas in a concerted revitalization plan.

City Council has provided support for TDHCA projects in the past. Most recently, City Council offered support to Groundfloor Development for the Blue Line Lofts development as part of the 2016 application cycle. Ultimately, this development was not awarded tax credits. The prior year, the City Council provided support for a senior housing program by Evergreen Senior Communities, which was located along Old Rowlett Road, north of Big A Road. This support came in the form of a supporting resolution adopted by City Council on January 20, 2015. TDHCA ultimately awarded the Evergreen project tax credits in July, 2015.

This year, City staff has been approached by five developers seeking to potentially submit tax credit applications on as many as seven different properties.

## DISCUSSION

As mentioned, City staff has been approached by five developers seeking to submit competitive tax credit applications to TDHCA as part of the 2017 application cycle. The purpose of this Work Session is to present the seven proposed developments that these five developers are considering. Each of these developments will be presented below in alphabetical order by developer. Corresponding background information on each developer is included in the attachments in the same sequence. The goal of this Work Session is to reach a consensus on whether City Council wishes to provide formal support of any of these developments. Based on the geographic location of these developments and the corresponding TDHCA regulations, City Council could support up to three of the proposed developments.

All of the properties being presented are considering submittal of competitive (9% tax credits) applications.

### ***Amtex Property***

The property being pursued by Amtex Development is generally located on the west side of Chiesa Road, northwest of the intersection of Chiesa Road and Schrade Road (see Figure 1). The subject property retains a split zoning designation of Single-Family Residential 40 (SF-40) and Limited Commercial/Retail (C-1) (see Figure 2). The property, Sunset Mobile Home Park, is currently occupied by existing residents.



Figure 1. Amtex Property Aerial Location Map

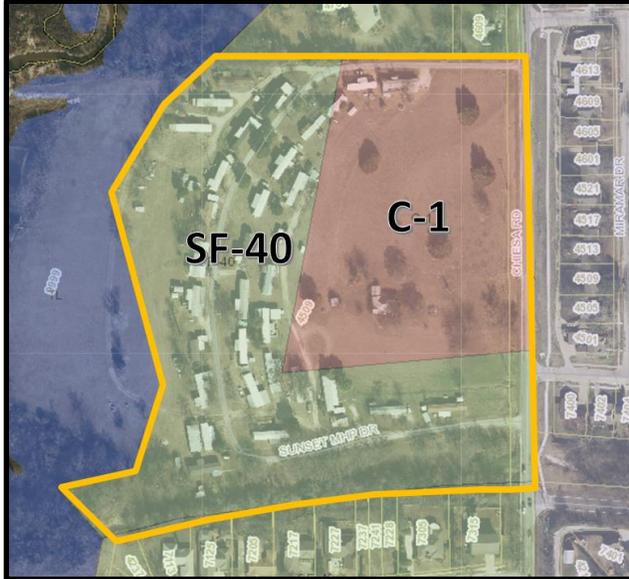


Figure 2. Amtex Property Zoning Map

The Amtex property is approximately 14.2 acres and is bounded by the following uses:

- North: Single-family residential
- South: Single-family and townhouse residential
- East: Single-family residential
- West: Lake Ray Hubbard

The Amtex property would be pursued as a workforce/family development. The developer has indicated that the development would consist of approximately 110-130 dwelling units located within two-story buildings. A rezoning action would be required to accommodate the proposed use for this development.

### ***The NuRock Companies Property***

The property being pursued by The NuRock Companies is located on the northwest corner of Melcer Drive and Industrial Street (see Figure 3). The subject property retains a zoning designation of Form-Based Code Urban Village (FB-UV). The property is currently undeveloped, and was the subject of a tax credit application last year by Groundfloor Development.

*[This space intentionally left blank]*





Figure 4. Palladium Property Aerial Location Map

The Palladium property is approximately 7.5 acres and is bounded by the following uses:

- North: General commercial uses
- South: Single-family residential
- East: Place of worship
- West: General commercial uses and mobile home park

The Palladium property would be pursued as a senior development. The developer has indicated that the development would consist of approximately 140-180 dwelling units located within four to five-story buildings. A rezoning action would be required to accommodate the proposed use for this development.

***Pedcor (Property #1)***

This is the first of three properties being pursued by Pedcor. The property is located on the northwest corner of Rowlett Road and Kyle Road. (see Figure 5). The subject property retains a zoning designation of Limited Commercial/Retail (C-1). The property is undeveloped.

*[This space intentionally left blank]*



Figure 5. Pedcor Property #1 Aerial Location Map

The Pedcor #1 property is approximately 18 acres and is bounded by the following uses:

- North: Single-family residential and industrial uses
- South: Commercial uses
- East: Single-family and multifamily residential
- West: Floodplain, single-family residential and industrial uses

The Pedcor #1 property would be pursued as a workforce/family development. The developer has indicated that the development would consist of approximately 80-120 dwelling units located within three-story buildings. A rezoning action would be required to accommodate the proposed use for this development.

***Pedcor (Property #2)***

This is the second of three properties being pursued by Pedcor. The property is located on the southeast corner of Chiesa Road and State Highway 66 (see Figure 6). The subject property retains a split zoning designation of General Commercial/Retail (C-2) and Single-Family Residential 9 (SF-9) (see Figure 7). The property is undeveloped.

*[This space intentionally left blank]*



Figure 6. Pedcor Property #2 Aerial Location Map

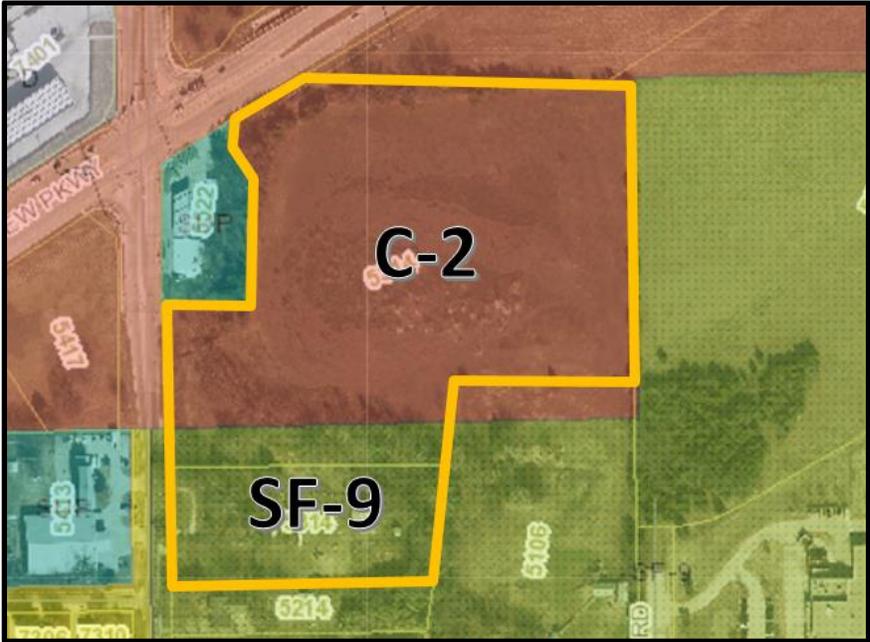


Figure 7. Pedcor Property #2 Zoning Map

The Pedcor #2 property is approximately 15 acres and is bounded by the following uses:

- North: General commercial and medical office uses
- South: Single-family residential and Nita Pearson Elementary School
- East: Undeveloped Garland ISD property
- West: Gasoline station with convenience store, daycare

The Pedcor #2 property would be pursued as a workforce/family development. The developer has indicated that the development would consist of approximately 80-120 dwelling units located within three-story buildings. A rezoning action would be required to accommodate the proposed use for this development.

### ***Pedcor (Property #3)***

This is the last of three properties being pursued by Pedcor. The property is generally located on the south side of State Highway 66 approximately 325 feet from the intersection of Chiesa Road and State Highway 66 (see Figure 8). The subject property retains a zoning designation of General Commercial/Retail (C-2) and is undeveloped.



*Figure 8. Pedcor Property #3 Aerial Location Map*

The Pedcor #3 property is approximately five acres and is bounded by the following uses:

- North: Medical office uses
- South: Undeveloped commercial property and undeveloped Garland ISD property
- East: Medical office uses
- West: Undeveloped commercial property and Gasoline station with convenience store

The Pedcor #3 property would be pursued as a workforce/family development. The developer has indicated that the development would consist of approximately 80-120 dwelling units located within three-story buildings. A rezoning action would be required to accommodate the proposed use for this development.

### ***Saigebrook Property***

The property being pursued by Saigebrook is generally located on the northeast corner of Scenic Drive and State Highway 66 (see Figure 9). The subject property retains a zoning designation of Form-Based Code Urban Village (FB-UV) and is undeveloped.



Figure 9. Saigebrook Property Aerial Location Map

The Saigebrook property is approximately 5.2 acres and is bounded by the following uses:

- North: Terra Lago multifamily development
- South: General commercial, veterinarian, and medical office uses
- East: Mix of commercial and vacant properties
- West: Single-family residential and general commercial uses

The Saigebrook property would be pursued as a workforce/family development. The developer has indicated that the development would consist of approximately 100-125 dwelling units located within three to four-story buildings. This proposed development would not require a rezoning action.

**Summary**

Details for each of the seven proposed developments are summarized in Table 1, included on the following pages of the staff report. The decision to support any of the proposed developments is at the discretion of City Council. The support, if offered, would come in the form of a supporting resolution, which would be brought forward on a future City Council agenda.

Texas Government Code Section 2306.6711(f) states that competitive tax credit applications cannot be awarded for two projects within two miles of each other in the same year in the same county (*Two Mile Same Year Rule*). Staff has grouped the applications into three groups should City Council wish to support more than one application.

- Group #1: Nurock, Pedcor #1
- Group #2: Amtex, Palladium, Pedcor #2, Pedcor #3
- Group #3: Saigebrook (*Note: The Two Mile Same Year rule does not apply to Saigebrook because this development is in a different county than the developments in Group #2*)

***Accordingly, should City Council wish to support more than one project, it can only choose one project from each group.***

*[This space intentionally left blank]*

Table 1. Summary of Proposed Developments

Criteria/Info	Project Name						
<b>Developer Name</b>	Amtex	NuRock	Palladium	Pedcor #1	Pedcor #2	Pedcor #3	Saigebrook
<b>Development Type</b>	Workforce/ Family	Senior	Senior	Workforce/ Family	Workforce/ Family	Workforce/ Family	Workforce/ Family
<b>Property Area</b>	14.2 acres	5.2 acres	7.5 acres	18 acres	15 acres	5 acres	5.2 acres
<b># units</b>	110-130	148 maximum	140-180	80-120	80-120	80-120	100-125
<b>Height</b>	2 stories	4 stories	4-5 stories	3 stories	3 stories	3 stories	3-4 stories
<b>Existing Zoning</b>	C-1 & SF-40	FB-UV	PD (11-3-87B)	C-1	C-2 & SF-9	C-2	FB-UV
<b>Rezoning Required</b>	Yes	No	Yes	Yes	Yes	Yes	No
<b>Existing Use</b>	Mobile Home Park	Undeveloped	Undeveloped/ Parking Lot	Undeveloped	Undeveloped and Single- Family home	Undeveloped	Undeveloped

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

City Staff seeks consensus from City Council regarding which application(s), if any, they wish to consider supporting in a future supporting resolution.

## **ATTACHMENTS**

- Attachment 1 – Amtex Background Information
- Attachment 2 – NuRock Background Information
- Attachment 3 – Palladium Background Information
- Attachment 4 – Pedcor Background Information
- Attachment 5 – Saigebrook Background Information



December 20, 2016

Marc J. Kurbansade, AICP |  
Director of Development Services  
City of Rowlett

RE: Company Profile, Project Information

Dear Marc,

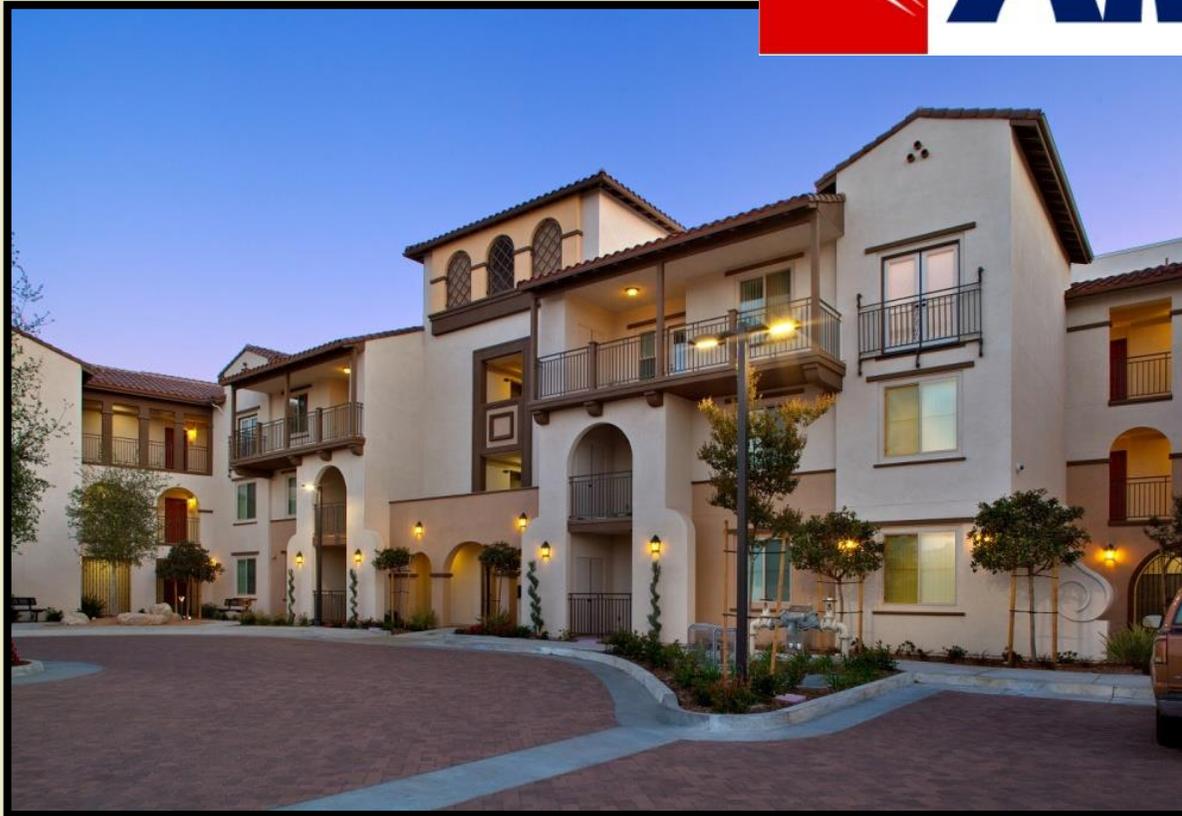
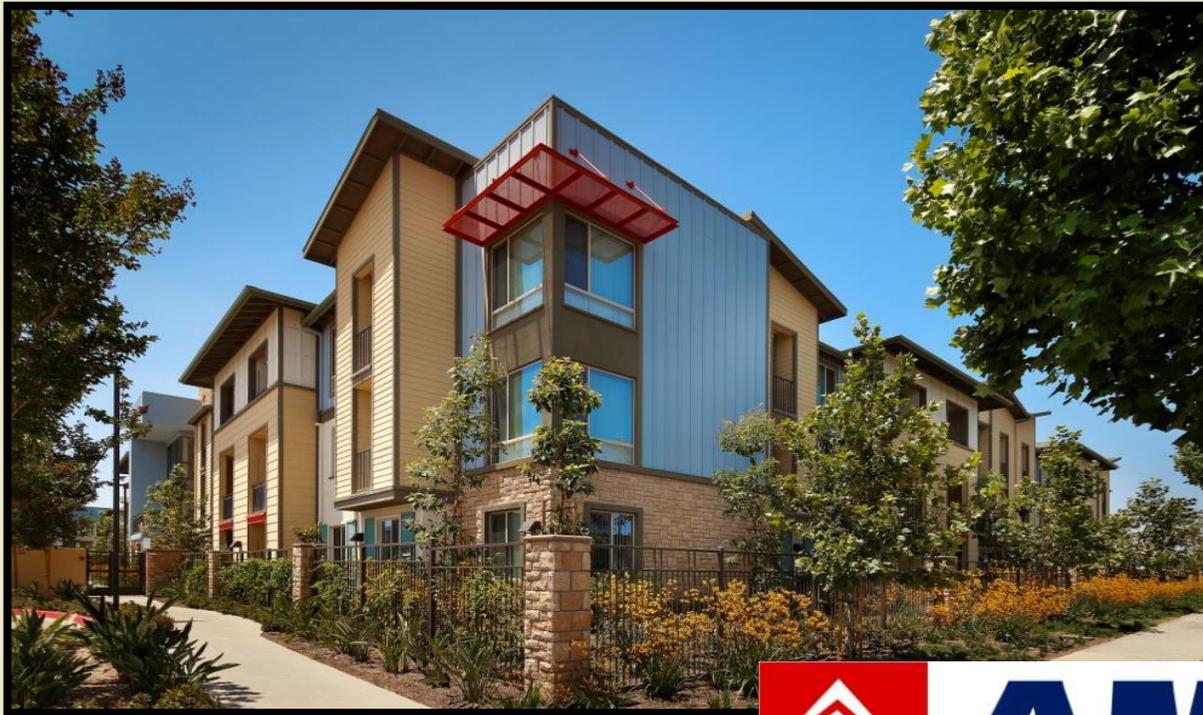
Per your information request, please see below and the accompanying attachments.

- Are you pursuing competitive (9%) or non-competitive (4%) credits?  
*9% 2017 Cycle*
- Will this be a family/workforce deal or senior deal?  
*Family Workforce*  
Will this be new construction or rehabilitation?  
*New Construction*
- What is the property acreage?  
*14.2 Acres*  
What is the estimated number of units (a range is fine)?  
*110 to 130 Units*  
What is the estimated number of stories for the product you are considering?  
*2 Story*  
Will you be using surface or structured parking?  
*Surface*
- Will you require a zoning map change?  
*Yes*  
Developer  
*AMTEX Multi-Housing LLC, A Texas Corporation*

Regards,

**Gary Lacey**

Director  
AMTEX DEVELOPMENT LLC  
4101 McEwen, Suite 675  
Farmers Branch, Texas 75244  
Office 214-295-4462  
Cell 972-815-5500  
Email [glacey@amtexhousing.com](mailto:glacey@amtexhousing.com)  
Website [www.amtexhousing.com](http://www.amtexhousing.com)



## AMTEX Corporate Overview

AMTEX has several companies that are all affiliated with common ownership that together serve the development of residential housing integral to the company's core mission and the communities in which they reside. The AMTEX affiliated group of companies includes: Acquisitions, Development, General Contracting and Asset Management divisions. The AMTEX advantage is a seamless delivery of real estate solutions from selecting the right site through the lease-up and operations of vibrant and strong well-designed housing in strong communities. The AMTEX companies operate together in a cohesive manner with impressive results. Each new project development is afforded a cadre of professionals that comprise the Project Team including an Acquisition Manager, a Project Manager, a Construction Manager, an Asset Manager and a Project Accountant. Together they make the decisions critical to the success of the project and manage the development process to effectively and efficiently implement AMTEX's methodology for developing successful projects that create value in the communities that they serve and rewards for the investors and other stakeholders involved with the project. In addition, AMTEX's Senior Management Team oversees each project through completion ensuring its success by implementing quality standards in the approach, methodology and materials needed to build long lasting multifamily products and student housing projects that will withstand the test of time with innovative designs and quality materials.

The goals and incentives of the employees working at AMTEX on site acquisition, planning, financing, construction and asset management are all aligned towards delivering the highest quality development in the most efficient manner to ensure that development projects are the best in the industry. AMTEX holds the entire team accountable for delivering these objectives through extensive planning, communication and project monitoring. What this means for our partners is a greater efficiency in processing development projects through entitlements, permitting and construction with a unified AMTEX team in place with open lines of communication. For example, AMTEX General Contractor's Division with its in-house expertise can quickly assess the constructability and feasibility for a new project at the earliest phases of design development and entitlements.

Efficiency translates to cost efficiency, which ultimately translates to greater success in securing the financing needed for the development. The successfully financed project allows AMTEX to secure better construction pricing during the bid process with our subcontractors by keeping them involved in several projects continuously when possible.

AMTEX's expertise in all phases of development allow us to provide solid returns to our investors based on our in-house expertise which includes an Asset Management Department that oversees more than 65 developed projects that are carefully monitored to enhance asset financial performance resulting in higher values and returns to investors. AMTEX has a close pulse on the return thresholds required by real estate investors, understands the underwriting parameters required by lenders and is constantly in tune with market constraints and trends.

## Who is AMCAL

AMCAL has developed more than \$1 billion in construction costs for multifamily housing projects over the past 38 years consisting of more than 65 projects. Initially, AMCAL exclusively developed market-rate housing in some of California's most distinctive master planned communities and challenging in-fill locations. In an effort to diversify its portfolio, AMCAL entered into the competitive niche of affordable housing development and quickly established itself as an industry leader. In recent years, AMCAL has relaunched its market-rate and multifamily housing efforts as well as expanding to build student housing for several universities throughout California. These segments of the market are highly desirable and by carefully selecting the right development opportunities AMCAL has now established a track record for developing and building these new products throughout California with several newly targeted sites in negotiation or tied-up for future development. AMCAL is headquartered in Agoura Hills and maintains a regional office in Irvine, California. AMCAL operates as a fully integrated company which enables us to work closely with local governments and community members to build long lasting partnerships, while maintaining the financial strength and a wealth of experience in support of real estate development. AMCAL is devoted to the communities where it is present and creates a local presence in the neighborhood by understanding the desires of all stakeholders and by deriving meaningful projects that benefit the local community for its residents.

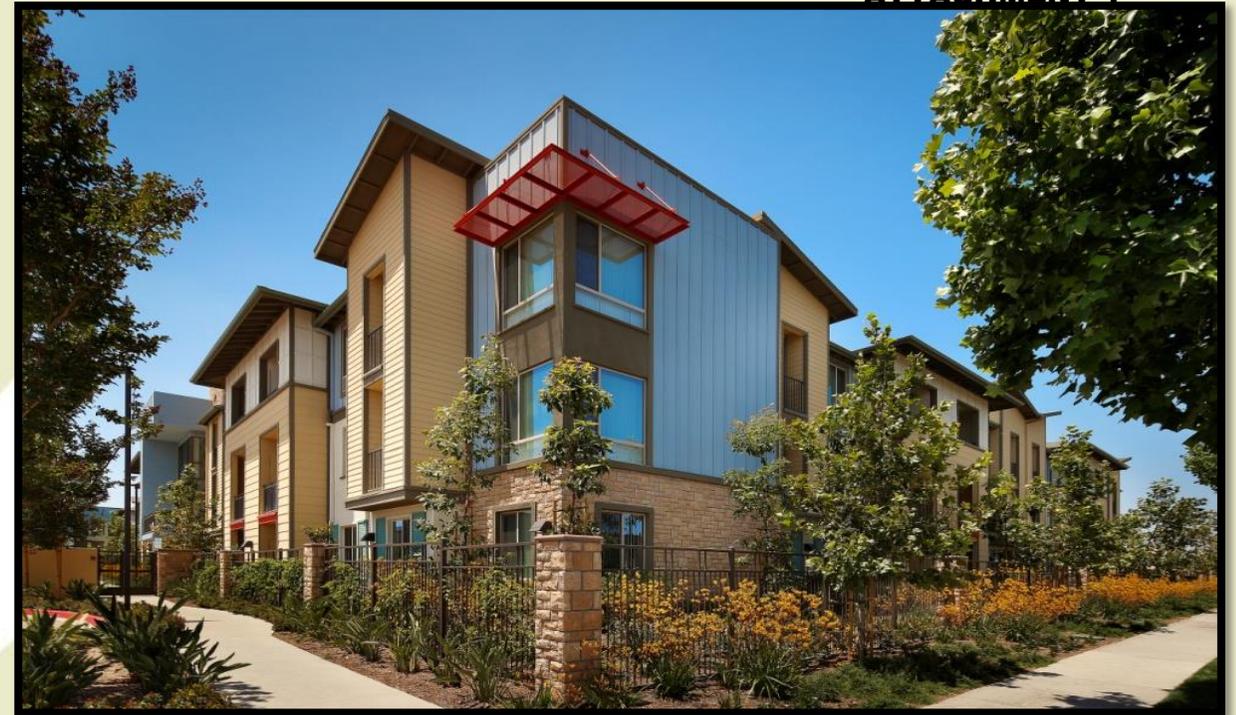


Monterey Bay-Grand Opening 2015

The company has more than 50 employees at its headquarters in Agoura Hills, California and they are all integrated into AMCAL/AMTEX's organizational structure and trained on AMCAL/AMTEX's processes in order to maximize efforts in a productive manner that facilitate project development. AMCAL decided several years ago to expand its core business to develop multifamily projects in Texas and AMTEX Corporation began. We believe there is a strong demand for these products in Texas and we have the knowledge and expertise to evaluate new development opportunities and the ability to execute them from land acquisition and entitlements through construction and lease-up. Our goal in is to acquire land sites and start the project development for at least 3 to 4 new multifamily housing projects each year.

## Highlights:

- In Business for 38+ years
- \$1,400,000,000+ Portfolio Value
- Top 3 LIHTC Developers in California.
- 50+ Employees with Operations in California and Texas
- Vertically Integrated Development and Construction Company
- Top-Level Financiers: Chase, Wells Fargo, Bank of America, U.S. Bank, Hudson Housing, Citi-Corp, AIG, Raymond James, John Hancock Life.



Park Place 12223 Atlantic Ave. Lynwood, CA

- Experience:
  - 56 Communities Built Since 1996
  - 2014 Opening: Cypress, Houston
  - 2015 Groundbreakings: Avondale, Fort Worth
- Public agency partners:
  - Harris County Housing Authority
  - Ft. Worth Housing Authority
- Top architects
  - BGO Architects
  - Humphreys & Partners Architects LP
  - KTGy Architects + Planning
  - Mucasey & Associates
- Diversified products: Market-rate, student housing and affordable apartments.
  - Same quality of construction
- Long-term Ownership
  - Invest in quality construction



## Awards Winning Developments

- Orange County project of year awarded to Santa Ana special needs project.
- Gold Nugget “Merit” – Senior awarded to Linda Vista historic renovation project.
- Orange County project of year awarded to Anaheim special needs.
- Multifamily Executive Best Re-Use of Land awarded to San Diego family project.
- Multifamily Executive - Editors Choice - Project of the Year awarded to Avenue 26 Master Plan



# Avenue 26 Transit Oriented Master Plan



Flores del Valle  
145 Family Apts and Head Start  
Program

Tesoro del Valle  
125 Family Apts

Puerta del Sol 168  
Condominiums, Townhome, Live  
work and Retail

Gold Line Transit  
Stop

Camino Al Oro Senior  
102 Senior Apts

# Ave 26 Transit Oriented Master Plan

- Los Angeles • Completed 2005



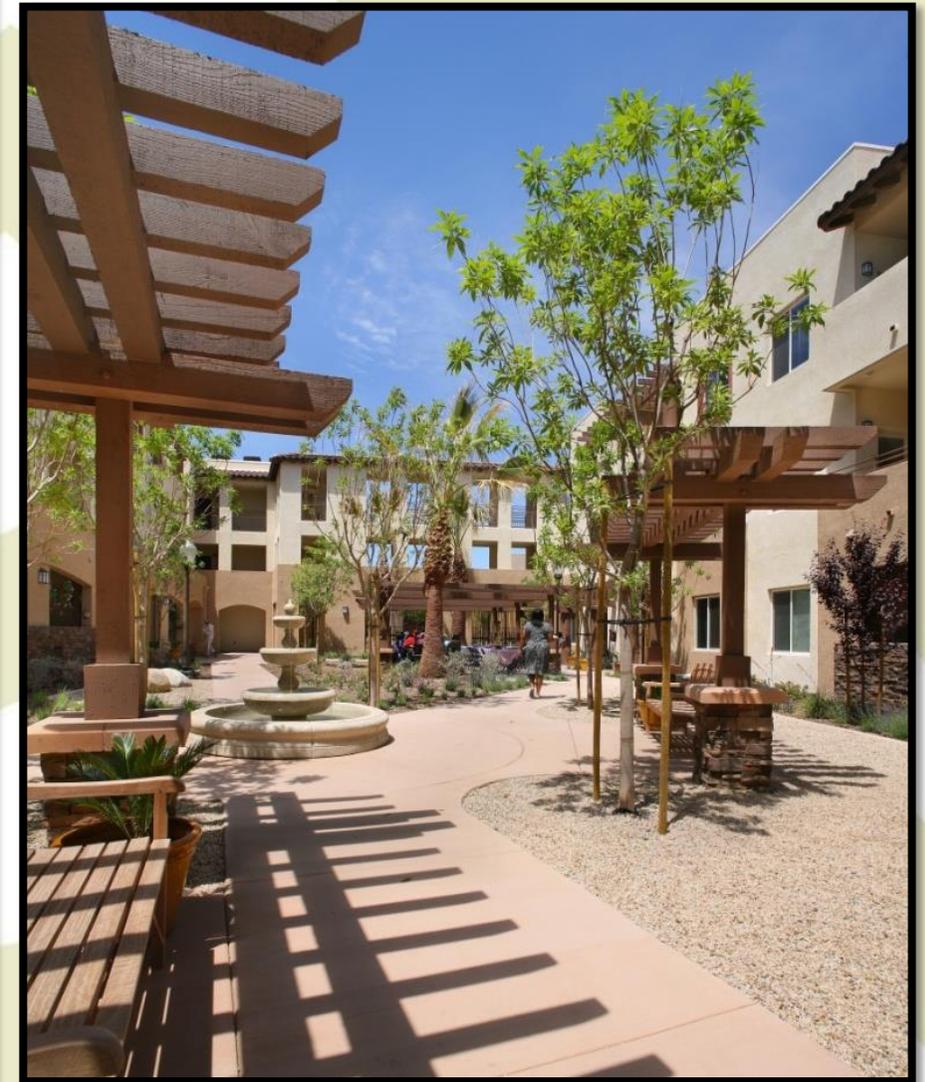
## Mosaic Apartments

- Inter-Generational • Mixed Use • Completed 2011



# Palo Verde Terrace Apartments

- Palmdale • Senior • Completed 2009



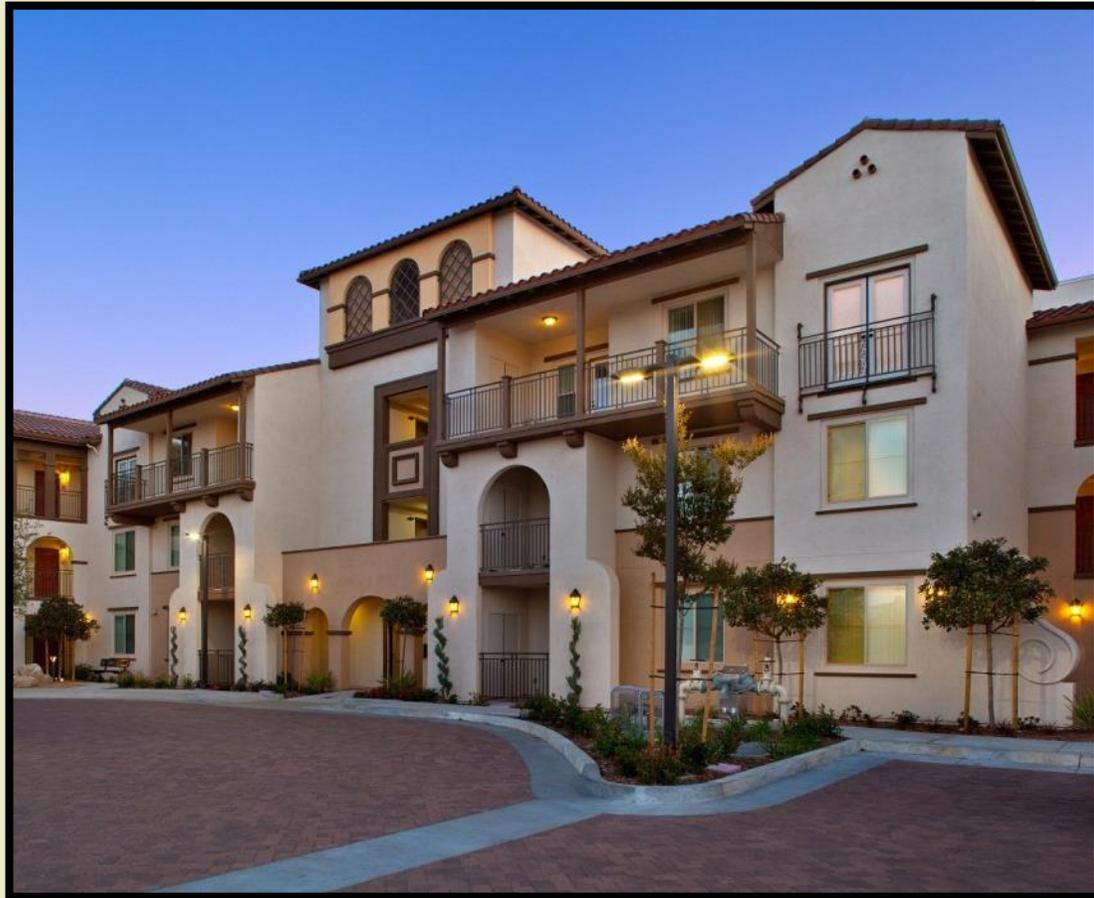
# Mirandela Senior Apartments

- Extensive Outreach
- Completed in 2011



## Mercado Family Apartments

- Perris, CA
- Completed 2013



# Avenida Villas Apartments

- Special Needs • Completed 2013



# Villages at Cypress

- Houston ● Completed 2014

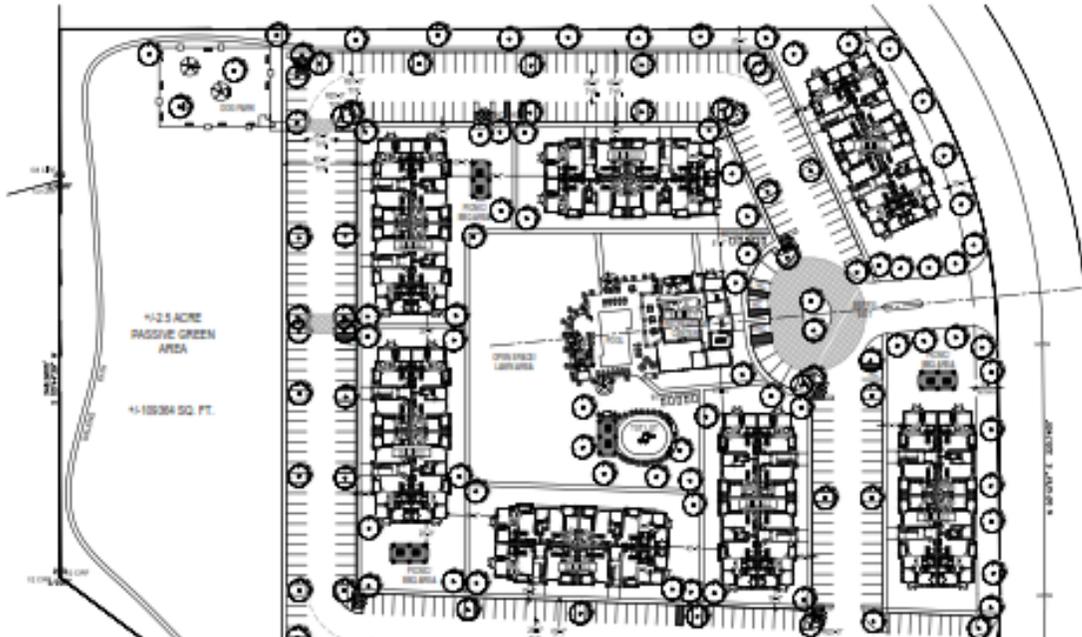


# Villages at Cypress • Houston • Completed 2014



# Avondale Apartments

- Fort Worth • Construction Spring 2015



14.25 ACRE PASSIVE GREEN AREA  
11,000,000 SQ. FT.

**FORT WORTH MULTI-FAMILY**

SITE SUMMARY		
NET LAND AREA*	6104645 SQ. FT.	14.0 ACRES
DENSITY (18 DU/AC MAX)	11.4 DU/AC	
ZONE	MEDIUM DENSITY MULTIFAMILY (C)	
NEIGHBORHOOD REC CENTER BUILDING 11 FOOTPRINT	5913.0 SQ. FT.	
APARTMENT BUILDINGS 1-10 FOOTPRINT TOTAL	100800.5 SQ. FT.	
TRASH ENCLOSURE BUILDING FOOTPRINTS TOTAL	87.1 SQ. FT.	
PARKING AREAS AND ACCESS DRIVES	119870.0 SQ. FT.	
OPEN SPACE AREA (45% MIN. REQ.)	383006.8 SQ. FT.	62.7 %
COVERAGE	107587.8 SQ. FT.	17.6 %
FLOOR AREA	200527.3 SQ. FT.	

NOTE: THIS SITE IS NOT WITHIN THE 100 YEAR FLOODPLAIN.

UNIT SUMMARY				
	NO. OF BLDGS	1 BR / 1 BA	2 BR / 2 BA	3 BR / 3 BA
1 UNIT, 2-STORY BUILDING TYPE	1	4	8	4
<b>SITE TOTAL</b>	<b>16</b>	<b>40</b>	<b>80</b>	<b>40</b>
<b>TOTAL UNITS</b>	<b>160</b>	<b>25%</b>	<b>50%</b>	<b>25%</b>

PARKING SUMMARY	
SURFACE SPACES PROVIDED	339
PARKING REQUIRED	
1 SPACE/1BD	40
2 SPACE/2BD	160
3 SPACE/3BD	120





# THE NUROCK COMPANIES

## An Introduction to NuRock

*“Much More Than Housing”*

**Presented By:** **John Boyd**  
**The NuRock Companies**  
4925 Greenville Road  
Suite 1305  
Dallas, Texas 75206  
(512) 426-4991

## **The NuRock Companies**

Since its inception, The NuRock Companies (“NuRock”), has been built on the expertise of its people to develop, operate and manage the highest quality market and affordable housing and supplement that housing with a support services program known as **BreakOut™**. Quite simply, NuRock’s product is service --- service delivered with a commitment to excellence. Our successes are based on attention to detail and a dedication to quality, both accomplished while anticipating and satisfying the demands of the marketplace and focusing on the needs of our residents.

NuRock’s operations encompass all aspects of real estate activity, including acquisition analysis, development support, construction, property management, governmental regulatory compliance services, and due diligence support work. As a service organization, we recognize that our people are our most important asset. We are able to call upon as needed professionals and support personnel to collaborate as teams to meet the specific requirements of a given project. Through these teams of professionals NuRock applies practical business judgment to all phases of our real estate activities. By measuring risk and long term planning, NuRock has built a stable and long-term goal focused organization equipped to complete aggressively within the cyclical real estate industry.

In the years to come, we remain dedicated to the goal of service. We are proud of our past performance and growth, and we commit ourselves as a team to continue our dedication to quality, integrity and detail.

## **Affiliate Team Members**

### **NuRock Management, Inc.**

NuRock Management Inc. was formed for the purpose of managing the various properties that are or will be owned by The NuRock Companies. Its personnel serve to maximize occupancy, reduce turnover, and maintain the overall physical value of the properties. In addition to the overall management of the properties, the staff of NuRock Management, Inc. assists in the development and implementation of the support programs known as **BreakOut™**. This teamwork approach ensures maximal success for the properties and the programs.

### **NuRock Construction**

NuRock Construction, an Atlanta based company, was formed in 1993 to provide the general construction and management services for apartment complexes developed by the NuRock Companies. NuRock Construction has continuously finished each project either ahead of schedule or on time and within budget parameters. This performance has allowed the NuRock Companies to significantly improve on the stabilization and value of each development

NuRock Construction’s success lies in the assurance that quality materials and workmanship are maximized at each development to ensure that each property will stand the test of time and further enhance long-term maintenance and marketing. Furthermore, in hiring of personnel, NuRock demands a keen understanding of the construction business and “resident” business, by constantly stressing the philosophy that each project is built with the resident’s best interest in mind.

### **NuRock Development Group**

NuRock Corporation was formed for the purpose of providing pre-acquisition due diligence and negotiations, development support, act as a construction liaison and be a general partner for The NuRock Companies. Its staff interacts with the Management Group so that each property will be successful, not only in the development stage, but also from a management perspective for years to come.

### **NuRock Housing Foundation**

NuRock Housing Foundation I, Inc., a not for profit organization, was formed to provide and implement the much needed **BreakOut™** programs for the properties that are developed. Its staff coordinates the academic enrichment programs, the after school tutorial support and the many other supportive service programs for the resident’s children.

All in all, professionalism along with a keen understanding of its market is the key to NuRock’s successes. With the experience of its officers having developed and managed numerous properties throughout the Southeastern U.S., we are committed to enhancing the affordable housing ventures we pursue. Our single, most important goal is service to the people we provide housing for. Their satisfaction will ensure the success of each property we undertake for development and management.



## ***“The BreakOut™ Team”***

### **Our Mission**

**Our group is engaged in the business of providing innovative, value added housing that offers a community to enable individuals and families to improve their lot in life and take their place as productive, contributing members of society.**

### **Our Vision**

**“Putting people on the path to independent productive citizenship”**

### **Our Guiding Principles**

#### **Integrity**

**We are committed to openness and honesty. Our character as a responsive and responsible organization is reflected in each of our dealings with our residents and each other.**

#### **Financially Sound**

**We recognize the importance of being financially sound. We manage our resources in a manner that reflects the highest integrity in our spending and decision-making. We are accountable to management and each other in all our actions.**

#### **Teamwork**

**We are all members of a team, committed to carrying our organization’s mission. We consider our teammates in our actions and recognize and appreciate the contributions of everyone. We know that we must have the ideas and efforts of all if we are to achieve our vision.**

#### **Residents Are Our Focus**

**We exist to help our residents improve their lot in life. We work at understanding their needs and expectations and provide programs and services that meet them. We measure the effectiveness of these services by feedback from residents and progress towards goals. We strive to improve continually the quality of our progress.**

#### **Respect**

**We value each other, our teammates and the members of our community. We treat each other and the environment in which we live and work with respect.**

#### **Accountability**

**We are accountable to each other for our word and our commitment to our responsibilities. We engage in high context communications as a habit. When an occasion arises in which we are unable to fulfill a promise or commitment, we communicate immediately.**

#### **Passion for Detail**

**We believe that details make up the big picture; that details create the foundation upon which success is built. If we take care of the little things that are within our control, then the big issues will fall into place. Attention to detail should be our passion.**



**The Mission**

BreakOut™'s mission is to put people on the path to independent productive citizenship. The BreakOut™ program is much more than housing

**The Activities**

BreakOut™ operates under the principle that a person's body; mind and emotions are stimulated by positive activities. BreakOut™ offers such activities in order that people can appreciate and enjoy their abilities and environment and by participating can experience proper physical, mental emotional and social development.

Active programs in recreation, drama, art, music, tutoring, training and social programs offer residents opportunities to participate in enjoyable activities of their choice. Both adult and youth instructors and counselors provide leadership and oversight of the activities for the residents.

**For Pre-school**

On site facilities and equipment are available for parents to use during certain hours of the day, Monday through Friday, subject to availability, in accompaniment with their pre-school children. There is no day care available for pre-school children.

**For School Age Youth**

Various programs are offered to school age children throughout the week and on Saturdays. Recreation staffs are available during the afternoon on most school days and on most Saturdays.

Special activities include art, music, drama and computer instruction and presentations, and various subject programs such as substance abuse, awareness and prevention, safety, training and educational opportunities, job readiness, home economics, occasional field trips, etc. are offered during the afternoons on most school days, and most Saturdays.

Cub Scout and Boy Scout Troops have been chartered, and as interest is shown, Girl Scouts and Brownies will be pursued. Arrangements have been made with the Boy Scouts for free membership, books and starter uniforms. Additional formal uniforms and equipment can be earned.

**For Adults**

Special interest programs are available periodically to adults, subject to interest shown. Opportunities are not available continually, but are offered periodically in such areas as substance abuse, awareness and prevention, personal and financial counseling and workshops, job training and readiness, educational opportunities, home economics, safety, Parents Night Out, field trips, etc.

Future Planning includes literacy and preparation programs. Plans are to have personal mentors with computers to work on a one-to-one basis with students.

**Schedules**

Monthly activity schedules are published and distributed for the residents.

**Provisions**

BreakOut™ is open only to all residents of the Apartment Community with possible restrictions in certain activities due to age and maturity considerations. BreakOut™ does not discriminate on the basis of race, sex, religion or national origin. Participants will be expected to use socially acceptable conduct at BreakOut™ activities. Participation may be denied for anti-social conduct or conduct not conducive to a family environment.

All employees, volunteers and participants of BreakOut™ assume personal responsibility for their respective actions, conduct and dress, and as such, do not hold BreakOut™ responsible or liable for any incidents, accidents or diseases that may occur on the premises of or in the services of BreakOut™.

## *An Introduction to Camp BreakOut™*

Key to the success of this operation is the support services programs that are provided to the families of the Communities. This program is known as the **BreakOut™** program and has nine key elements:

1. **Academic Enrichment** A learning center, (The **BreakOut™** Center) of approximately 7,500 square feet is available to children, youth and adults with literacy and GED preparation programs and equipment, tutors, “study halls” and skills and job readiness training. Homework assistance is emphasized and motivated through positive peer pressure. Resident tutors and college students are among the mentors for these programs and have the effect of “rounding out the family” for many youngsters.  
  
Added to the basic academic programs are creative programs to draw out individuals in their natural talents. A computer lab is available, and video production lab and music recording lab will ultimately be provided with instructors and tutors.
2. **After School Support** The foundation for **BreakOut™** shall be the after school program. A focused after school program will be offered to children of the residents for free. The program will include recreation, creative activities, homework assistance and academic support. Positive peer pressure, self-esteem and the thrill of achievement will be emphasized.
3. **Lifestyle Enrichment** Within the BreakOut center, counseling for financial matters, dietary issues and improvement of relationship skills will be given by qualified counselors.
4. **Health and Social Services** Seminars to provide the residents with access to community health clinics and classes for personal health and pregnancy issues will be made available. Several prevention programs will be conducted and/or sponsored, including drug, alcohol and other forms of addictions and anti-social behaviors. The resident will have free access to organized “12 step recovery programs” which include issues such as alcohol and drug recovery; recovery from dysfunctional family structures and abuse, etc.
5. **Recreational and Personal Development** Recreation programs and opportunities are offered involving boy scouts, community activities, organized sports, dances, movies, arts and drama will be supported.
6. **Resident Participation in a Safe and Secure Community** Residents participate in an active neighborhood watch and are strongly encouraged to assist in the decision making process involving the destiny of their community.
7. **Code of Conduct** All residents must sign (along with their “Contract to Reside”) a Code of Conduct, which emphasizes a safe, drug free, crime free environment and requires appropriate conduct at all times on the property. From quiet hours in the evening to community based anti-drug programs, from no use of profanity to requirements of no public alcohol consumption on the public grounds of the property, the Code of Conduct reinforces parents’ efforts to assure an appropriate environment for the children.
8. **Parental Support** The community provides programs to help working parents create a motivating atmosphere for their children. Study halls, recreational supervision, community meetings and community-wide activities (e.g. Big Brother, Scouts, Field Trips, Weekend Movies, Etc.) all support parents’ efforts to encourage positive development of their children.
9. **Positive Reinforcement** Children and adults are given short terms awards for success in the BreakOut programs and individual school performance. Longer-term goals include college scholarships, job placement assistance, and down payment assistance for the purchase of single-family homes in the future.

The experience of the **BreakOut™** program demonstrates that the support provided results in a lack of vandalism, full occupancy with waiting lists, and most importantly, a bright future for the community’s children. By enhancing a secure financial pro forma into a highly successful living experience for children who now see the promise of a brighter future, **BreakOut™** demonstrates the reality of “doing well by doing good”.

## **ROBERT G. HOSKINS**

Robert G. Hoskins is President of The NuRock Companies. He has over 24+ years of top-level professional experience as a corporate officer, management consultant and strategic planner. Mr. Hoskins has an extensive background in financial analyses, feasibility analyses, operations planning, staff management and strategic development/planning with an emphasis in real estate development, acquisition, syndication and portfolio management. He unites strong analytical skills with a deep understanding of operational management issues to bring creative solutions to management problems.

### **PREVIOUS EXPERIENCE**

Prior to forming The NuRock Companies, Mr. Hoskins was Senior Vice President of GRI Management, Inc., operational services consulting firm located in Atlanta, Georgia. In that capacity he was responsible for facilitating feasibility studies for acquisition, disposition and operational strategies. Mr. Hoskins coordinated due diligence analyses and was heavily involved in contract negotiations.

Mr. Hoskins was a Vice President of HSI Management, Inc. of Atlanta, Georgia, a leading syndication, investment and property management firm in the Southeast United States. Mr. Hoskins utilized his specific experience within the multifamily housing industry to augment market share of HSI's real estate portfolio; initiated recommendations that streamlined and stabilized overall operating expenses for the portfolio; and designed and implemented marketing strategies that enhanced the portfolio's gross revenue stream.

Mr. Hoskins was Director of Acquisitions and Dispositions for Reese Companies, an investment and real estate development group located in Dallas, Texas. In that capacity, Mr. Hoskins coordinated and conducted market research studies, feasibility and due diligence analyses in order to quantify data for acquisition and disposition decisions.

Mr. Hoskins serves on the Board of Directors of NuRock Housing Foundation, Inc., a 501(c)(3) non-profit foundation.

### **EDUCATION**

B.B.A. Real Estate (emphasis in finance)                      University of North Texas

### **PROFESSIONAL AFFILIATIONS**

Georgia Affordable Housing Coalition-Board Member  
Institute of Real Estate Management  
Southeast Association of HUD Managing Agents (SAHMA)

## **SANDRA K. HOSKINS**

Sandra K. Hoskins is President of NuRock Management Group, Inc. She has over 18 years of experience in real estate operations management, marketing, and leasing strategies and competitive market development. She combines proven turn around management successes with a keen comprehension for balancing an asset's short term needs against long term goals for investment value.

### **PREVIOUS EXPERIENCE**

Prior to joining NuRock Management Group, Inc., Ms. Hoskins was a Vice President of Pointe Properties, Inc. and Creste Properties, affiliates of Sanbury Corporation. Sanbury is one of the leading developers of Low Income Housing Tax Credits properties in the southeast U.S.

While at Sanbury Corporation (the "Company"), Ms. Hoskins:

- Increased gross revenues of a \$75,000,000 real estate portfolio by \$1,920,000 over an eight-month period.
- Caused the portfolio to operate at the highest net operating income level during the history of the Company. This allowed for certain strategic properties to be refinanced, removing critical loan guarantees provided by the General Partner.
- Reduced maintenance costs for multifamily development portfolio by ensuring that property managers were strictly adhering to the budget and were monitoring the purchasing decisions of the maintenance staffs.
- Stabilized and streamlined management operations, creating a more predictable net operating income, increasing gross revenues in one partnership entity by \$12,000 per month.
- Created audit procedures that allow staff to better monitor resident qualification requirements, resulting in exact compliance with governmental regulatory agencies for Low Income Housing Tax Credits.

Prior to joining Sanbury Corporation, Ms. Hoskins was Vice President of Management and Marketing for AMLI Management Company, currently a Chicago real estate and investment trust (REIT). While at AMLI, Ms. Hoskins was successful at applying management strategies in the day-to-day operations of the Southeast portfolio, operating within budget guidelines, increasing revenue and profits, and strengthening the balance sheet. Ms. Hoskins was also instrumental in consulting with AMLI's development teams regarding layout, design, and size of individual units for multifamily construction projects, resulting in units being more marketable and achieving higher initial occupancy than projected as a result.

### **PROFESSIONAL AFFILIATIONS**

*Institute of Real Estate Management (IREM)*

*Apartments Owners and Management Association (AOMA)*

## **JOHN BOYD**

John O. Boyd, CRE is Senior Vice President of the Texas/Western US Division of The NuRock Companies, and has been involved in the analysis, oversight, and creation of successful high quality developments, as well as the monitoring of development and construction phase activities since 1984. Mr. Boyd has acted as a consultant to several firms as well as participated as development partner in specific transactions. A brief overview of Mr. Boyd's real estate experience follows:

Co-founded a regional full-service Development/Construction/Management company based in Austin, TX; acted as Senior Vice President for the company and all affiliates from 1998 through 1Q 2016. Directly responsible for the growth of the company from 2 individuals to a vertically integrated platform with 165+ employees. Property types include mixed use, office/retail/multifamily, student, family and senior-oriented communities with capital stacks consisting of layers such as LIHTC – both 9% and 4%, HUD 221(d)(4) insured mortgages, tax exempt bond structures, conventional debt, equity and mezzanine, as well as TIF, CDBG and other incentives. Oversight of the creation of over 5,000 multifamily units in 43 developments across Texas, Mississippi, Florida, Georgia and Virginia, totaling over \$600M in cost.

Director of Acquisitions and Development for a national Assisted Living owner, 1998 through 2002, including development and construction management for prototypical 80-unit new construction assisted living communities in Texas, Georgia, Florida, Ohio and Michigan. Created the acquisition/brokerage arm of the company and developed/built 27 new AL communities.

Mr. Boyd acted as Development Manager for a regional affordable housing group from 1995 through 1998; performed site acquisition functions, real estate brokerage and contract negotiations, due diligence, coordination of in-depth market surveys and studies, feasibility analyses, and directed the development process.

Senior Staff Appraiser and Broker for several appraisal and brokerage firms from 1983 through 1990. Appraisal assignment procurement, production and review involving multifamily, commercial retail, office, industrial, vacant land and special purpose properties, with primary focus on income producing properties.

Education and Professional Affiliations: Bachelor of Science, emphasis in Real Estate, December 1983, Sam Houston State University; former MAI candidate and licensed appraiser in multiple states; current licensed Real Estate Broker in the State of Texas; Realtor Member, Texas and National Associations of Realtors; Counselor of Real Estate (CRE®).

# The AHF 50 | TOP 50 AFFORDABLE HOUSING DEVELOPERS ATTACHMENT 2

RANK (VS. 2014)	COMPANY INFO	EXECUTIVE CONTACT	2015 STARTS/ COMPLETIONS	REGION(S)	ORG. TYPE
1 (new)	<b>PEDCOR COS.</b> 1 Pedcor Square, 770 3rd Ave., S.W.; Carmel, IN 46032 (317) 587-0320 • www.pedcorcompanies.com Pedcor Cos., a longtime affordable housing provider, tops the developers list after starting construction on six new projects with 1,070 units in 2015.	<b>Phillip J. Stoffregen,</b> COO and executive vice president	<b>1,070</b> <b>92</b>	<b>MW, SC, SE, W</b>	<b>For-profit</b>
2 (4)	<b>MCCORMACK BARON SALAZAR</b> 720 Olive St., Suite 2500; St. Louis, MO 63101 (314) 621-3400 • www.mccormackbaron.com Last year, the firm secured a major contract to redevelop three public housing sites into mixed-income communities in Puerto Rico.	<b>Vince R. Bennett,</b> president	<b>829</b> <b>386</b>	<b>National</b>	<b>For-profit</b>
3 (27)	<b>HERMAN &amp; KITTLE PROPERTIES</b> 500 E. 96th St., Suite 300; Indianapolis, IN 46240 (317) 805-1980 • www.hermankittle.com The firm added new-construction bond deals back into its pipeline in addition to 9% low-income housing tax credit (LIHTC) deals.	<b>Jeffrey Kittle,</b> president and CEO	<b>792</b> <b>638</b>	<b>National</b>	<b>For-profit</b>
4 (5)	<b>PENNRose PROPERTIES</b> 1301 N. 31st St.; Philadelphia, PA 19121 (267) 386-8600 • www.pennrose.com Pennrose started construction on 10 affordable housing developments in 2015 and recently opened a Boston office.	<b>Mark H. Dambly,</b> president	<b>688</b> <b>461</b>	<b>MW, NE, SE</b>	<b>For-profit</b>
5 (3)	<b>CONIFER REALTY</b> 1000 University Ave., Suite 500; Rochester, NY 14607 (585) 324-0500 • www.coniferllc.com Conifer projects starting as many as 13 new developments this year after starting eight projects in 2015.	<b>Timothy D. Fournier,</b> president and CEO	<b>617</b> <b>707</b>	<b>MW, NE</b>	<b>For-profit</b>
6 (10)	<b>THE PACIFIC COS.</b> 430 E. State St., Suite 100; Eagle, ID 83616 (208) 461-0022 • www.tpchousing.com The Pacific Cos. completed 935 affordable and market-rate units, the largest number in company history, in 2015.	<b>Caleb Roope,</b> president and CEO	<b>561</b> <b>689</b>	<b>W</b>	<b>For-profit</b>
7 (6)	<b>THE WODA GROUP</b> 229 Huber Village Blvd., Suite 100; Westerville, OH 43081 (614) 396-3200 • www.wodagroup.com In addition to the firm's affordable housing work, it completed a 120-bed student housing project in Columbia, S.C., last year.	<b>Jeffrey Woda and David Cooper Jr.,</b> co-principals	<b>552</b> <b>774</b>	<b>MW, NE, SE</b>	<b>For-profit</b>
8 (7)	<b>RISE RESIDENTIAL CONSTRUCTION</b> 16812 Dallas Parkway; Dallas, TX 75248 (972) 701-5558 • www.rise-residential.com Formally known as Odyssey Residential Construction, the firm has created the new name, Rise Residential Construction, for media and marketing purposes.	<b>Melissa Adami,</b> president	<b>495</b> <b>708</b>	<b>SC, W</b>	<b>For-profit</b>
9 (2)	<b>THE NRP GROUP</b> 5309 Transportation Blvd.; Cleveland, OH 44125 (216) 475-8900 • www.nrpgroup.com After starting construction on three affordable housing developments in 2015, the firm plans to start seven this year.	<b>J. David Heller and T. Richard Bailey,</b> partners	<b>485</b> <b>1,487</b>	<b>National</b>	<b>For-profit</b>
10 (20)	<b>MERCY HOUSING</b> 1999 Broadway, Suite 1000; Denver, CO 80202 (303) 830-3300 • www.mercyhousing.org Mercy created regional real estate strategies that build concentration and commitment aimed at improving neighborhoods.	<b>Jane Graf,</b> president and CEO	<b>481</b> <b>436</b>	<b>National</b>	<b>Non-profit</b>
11 (14)	<b>RELATED CALIFORNIA</b> 18201 Von Karman Ave., Suite 900; Irvine, CA 92612 (949) 660-7272 • www.relatedcalifornia.com Related California, which started four projects last year, has separated its affordable and market-rate housing divisions.	<b>Frank Cardone,</b> president, Related California Affordable	<b>438</b> <b>261</b>	<b>W</b>	<b>For-profit</b>
12 (new)	<b>THE NUROCK COS.</b> 800 N. Point Parkway, Suite 125; Alpharetta, GA 30005 (770) 552-8070 • www.nurock.com NuRock broke ground on a multifamily development in Broward County with funds from a Department of Justice lender's settlement.	<b>Robert Hoskins,</b> managing principal	<b>425</b> <b>0</b>	<b>SC, SE</b>	<b>For-profit</b>
13 (17)	<b>TWG DEVELOPMENT</b> 333 N. Pennsylvania St., Suite 100; Indianapolis, IN 46204 (317) 264-1833 • www.twgdev.com The firm continued to find success outside of Indiana, with projects starting in Iowa, Kansas, Michigan, and Missouri.	<b>Joe Whitsett,</b> CEO	<b>421</b> <b>241</b>	<b>MW</b>	<b>For-profit</b>
14 (11)	<b>MILLER-VALENTINE GROUP</b> 9349 Waterstone Blvd.; Cincinnati, OH 45249 (513) 588-1000 • www.mvg.com In 2015, the company closed on two market-rate projects and eight LIHTC deals.	<b>Brian McGeady,</b> president, MV Affordable Housing Development	<b>419</b> <b>610</b>	<b>MW, SC, SE</b>	<b>For-profit</b>
15 (13)	<b>REALTEX DEVELOPMENT CORP.</b> 1101 S. Capital of Texas Highway, Suite F-200; Austin, TX 78746 (512) 306-9206 • www.realtexdevelopment.com Realtex worked on projects in Florida, Georgia, Texas, and Virginia last year.	<b>Rick Deyoe,</b> president	<b>408</b> <b>366</b>	<b>SC, SE</b>	<b>For-profit</b>
16 (new)	<b>ANTON DEVELOPMENT CO.</b> 950 Tower Lane, Suite 1225; Foster City, CA 94404 (650) 549-1600 • www.antondev.com The firm began construction of Anton Portola, a 256-unit LIHTC community in Irvine, Calif., to satisfy the inclusionary housing obligation of master developer The Irvine Co.	<b>Steven L. Eggert,</b> president	<b>404</b> <b>253</b>	<b>W</b>	<b>For-profit</b>
16 (12)	<b>LDG DEVELOPMENT</b> 1469 54th St.; Louisville, KY 40208 (502) 638-0534 • www.ldgdevelopment.com LDG projects starting as many as eight affordable housing developments with about 1,500 units this year.	<b>Chris Dischinger and Mark Lechner,</b> co-owners	<b>404</b> <b>218</b>	<b>MW, SC, SE</b>	<b>For-profit</b>

REGIONS: MW=Midwest; NE=Northeast; SC=South Central; SE=Southeast; W=West

RANK (VS. 2014)	COMPANY INFO	EXECUTIVE CONTACT	AFFORDABLE UNITS/ PROJECTS OWNED	REGION(S)	ORG. TYPE
18 (29)	<b>L+M DEVELOPMENT PARTNERS</b> 1865 Palmer Ave., Suite 203; Larchmont, NY 10538 (914) 833-3000 • www.lmdevpartners.com L+M Development anticipates a busy 2016 with seven new-construction projects scheduled for completion and two preservation deals, totaling almost 2,000 affordable units.	<b>Ron Moelis,</b> CEO	<b>12,380</b> <b>75</b>	<b>NE, SC, W</b>	<b>For-profit</b>
19 (25)	<b>HERMAN &amp; KITTLE PROPERTIES</b> 500 E. 96th St., Suite 300; Indianapolis, IN 46240 (317) 805-1980 • www.hermankittle.com Herman & Kittle's goals include increasing its portfolio to 15,000 units in the near future.	<b>Jeffrey Kittle,</b> president and CEO	<b>12,337</b> <b>129</b>	<b>National</b>	<b>For-profit</b>
20 (17)	<b>AMERICAN COMMUNITY DEVELOPERS</b> 20250 Harper Ave.; Detroit, MI 48225 (313) 881-8150 • www.acdmail.com The company reported acquiring four developments with 636 affordable housing units last year.	<b>Gerald A. Krueger,</b> president	<b>11,907</b> <b>87</b>	<b>National</b>	<b>For-profit</b>
21 (15)	<b>THE NRP GROUP</b> 5309 Transportation Blvd.; Cleveland, OH 44125 (216) 475-8900 • www.nrpgroup.com The NRP Group, a prominent developer of new construction projects, plans to expand its acquisition/rehab efforts.	<b>J. David Heller</b> and <b>T. Richard Bailey,</b> partners	<b>11,898</b> <b>112</b>	<b>National</b>	<b>For-profit</b>
22 (18)	<b>PENNRose PROPERTIES</b> 1301 N. 31st St.; Philadelphia, PA 19121 (267) 386-8600 • www.pennrose.com In 2015, Pennrose completed a strategic plan that will guide the company for the next five to 10 years.	<b>Mark H. Dambly,</b> president	<b>11,464</b> <b>184</b>	<b>MW, NE, SE</b>	<b>For-profit</b>
23 (23)	<b>GENE B. GLICK CO.</b> P.O. Box 40177; Indianapolis, IN 46240 (317) 469-0400 • www.genebglick.com The firm was named management company of the year by the Indiana Apartment Association in 2015.	<b>David O. Barrett,</b> president and CEO	<b>11,329</b> <b>93</b>	<b>MW, NE, SE</b>	<b>For-profit</b>
24 (20)	<b>BRIDGE HOUSING CORP.</b> 600 California St., Suite 900; San Francisco, CA 94108 (415) 989-1111 • www.bridgehousing.com BRIDGE launched a community development initiative to leverage its role as a real estate developer to partner with and improve neighborhood institutions and communities.	<b>Cynthia A. Parker,</b> president and CEO	<b>11,303</b> <b>109</b>	<b>W</b>	<b>Non-profit</b>
25 (22)	<b>USA PROPERTIES FUND</b> 3200 Douglas Blvd., Suite 200; Roseville, CA 95661 (916) 773-6060 • www.usapropfund.com The company recently surpassed 11,000 units in its portfolio for the first time.	<b>Geoffrey C. Brown,</b> president	<b>11,292</b> <b>86</b>	<b>W</b>	<b>For-profit</b>
26 (24)	<b>SILVER STREET DEVELOPMENT CORP.</b> 33 Silver St., Suite 200; Portland, ME 04101 (207) 780-9800 • www.silver-street.net Silver Street acquired 780 affordable housing units in three properties to add to its portfolio last year.	<b>Christopher Poulin,</b> COO	<b>10,428</b> <b>71</b>	<b>National</b>	<b>For-profit</b>
27 (27)	<b>THE COMMUNITY BUILDERS</b> 95 Berkeley St., Suite 500; Boston, MA 02116 (617) 695-9595 • www.tcbinc.org TCB added more than 600 units to its portfolio, including historic developments in Massachusetts, New York, and North Carolina in the past year.	<b>Bart Mitchell,</b> president and CEO	<b>10,166</b> <b>129</b>	<b>MW, NE, SE</b>	<b>Non-profit</b>
28 (28)	<b>MILLER-VALENTINE GROUP</b> 9349 Waterstone Blvd.; Cincinnati, OH 45249 (513) 588-1000 • www.mvg.com Miller-Valentine's 2016 goals includes closing on approximately 12 affordable and four market-rate housing deals.	<b>Brian McGeady,</b> president, MV Affordable Housing Development	<b>9,996</b> <b>113</b>	<b>MW, SC, SE</b>	<b>For-profit</b>
29 (31)	<b>PICERNE REAL ESTATE GROUP</b> 247 N. Westmonte Drive; Altamonte Springs, FL 32714 (407) 772-0200 • www.picernerealtygroup.com Picerne will continue to focus on expansion in Florida and Texas in the coming year.	<b>Robert M. Picerne,</b> COO	<b>9,791</b> <b>64</b>	<b>National</b>	<b>For-profit</b>
30 (new)	<b>THE NUROCK COS.</b> 800 N. Point Parkway, Suite 125; Alpharetta, GA 30005 (770) 552-8070 • www.nurock.com In addition to its affordable housing work, the firm will begin predevelopment of market-rate communities in 2016.	<b>Robert Hoskins,</b> managing principal	<b>9,635</b> <b>35</b>	<b>SC, SE</b>	<b>For-profit</b>
31 (21)	<b>THE HALLMARK COS.</b> 3111 Paces Mill Road, Suite A-250; Atlanta, GA 30339 (770) 984-2100 • www.hallmarkco.com The company closed an \$88.6 million transaction to acquire a portfolio involving 20 rural Tennessee properties last year.	<b>Martin Petersen,</b> president and CEO	<b>9,578</b> <b>235</b>	<b>SE</b>	<b>For-profit</b>
32 (26)	<b>AMBLING MANAGEMENT CO.</b> 110 Ministry Drive, Suite D; Irmo, SC 29063 (229) 244-2800 • www.ambling.com Ambling will be focusing on affordable housing after recently selling its student housing division.	<b>James E. Hodge,</b> president	<b>9,491</b> <b>83</b>	<b>National</b>	<b>For-profit</b>
33 (32)	<b>LHP DEVELOPMENT</b> 900 S. Gay St., Suite 2000; Knoxville, TN 37902 (865) 549-7448 • www.lhp.net Longtime affordable housing developer Lawler Wood Housing Partners rebranded to LHP Development in 2015 to reflect the leadership team that has been behind the business in recent years.	<b>W. Carr Hagan III,</b> president and director of development	<b>9,437</b> <b>64</b>	<b>MW, NE, SC, SE</b>	<b>For-profit</b>

REGIONS: MW=Midwest; NE=Northeast; SC=South Central; SE=Southeast; W=West

**THE NUROCK COMPANIES**

**PROPERTIES DEVELOPED, OWNED, MANAGED OR UNDER CONSTRUCTION**

**Texas**

<i>Property Name</i>	<i>Address</i>	<i>Units</i>	<i>Funding</i>
Residences of Diamond Hill	Fort Worth	204	9% Housing Tax Credits
Eagles Landing	Austin	240	9% Housing Tax Credits
Heritage Pointe	Austin	240	Tax Exempt Bonds 4% Housing Tax Credits
Tower Ridge	Corinth	224	Tax Exempt Bonds 4% Housing Tax Credits
Residences at Sunset Pointe	Fort Worth	224	Tax Exempt Bonds 4% Housing Tax Credits
Bella Vista	Fort Worth	276	Conventional Debt & Equity
Residences at Eastland	Fort Worth	146	9% Housing Tax Credits City of Fort Worth Loan Conventional Debt
Buttercup Apartments	Fort Worth	92	ARRA Exchange Funds City of Fort Worth Loan Conventional Debt Section 8
Heritage Park Vista	Fort Worth	140	ARRA Exchange Funds City of Fort Worth Loan Conventional Debt
Napa Villas	Plano	123	Conventional Debt & Equity
Heritage Oak Hill	Austin	96	9% Housing Tax Credits Conventional Debt
Residences at Earl Campbell	Tyler	92	9% Housing Tax Credits

**Florida**

<i>Property Name</i>	<i>Address</i>	<i>Units</i>	<i>Funding</i>
Vista Grand	Spring Hill	90	9% Housing Tax Credits SAIL Funds
Town Park Crossing	Davie	100	ARRA Exchange Funds
Residences at Crystal Lake	Pompano Beach	92	Broward County TEB, SAIL Citi Sub Loan
Heritage at Pompano Station	Pompano Beach	116	9% Housing Tax Credits
Residences at Haverhill	West Palm Beach	117	9% Housing Tax Credits

**Oklahoma**

<i>Property Name</i>	<i>Address</i>	<i>Units</i>	<i>Funding</i>
J.B. Milam	Claremore	101	9% Housing Tax Credits Conventional Debt



## Georgia

<i>Property Name</i>	<i>Address</i>	<i>Units</i>	<i>Funding</i>
Brittany Woods	Valdosta	104	Section 8 4% Housing Tax Credits
Park Chase	Valdosta	100	Section 8 4% Housing Tax Credits
Eagles Creste	East Point	284	Tax Exempt Bonds 4% Housing Tax Credits
Robins Creste	East Point	160	Tax Exempt Bonds 4% Housing Tax Credits
Eagles Run I	Atlanta	204	Home 9% Housing Tax Credits
Eagles Run II	Atlanta	78	9% Housing Tax Credits Tax Exempt Bonds
Eagles Trace	Columbus	381	4% Housing Tax Credits
East Augusta Commons	Augusta	148	Tax Exempt Bonds 4% Housing Tax
Hidden Cove	East Point	164	9% Housing Tax Credits Conventional Debt
Olde Town	Augusta	116	HOME/9% Housing Tax
Riverwood Club	Atlanta	144	9% Housing Tax Credits
Thornberry	Decatur	280	Tax Exempt Bonds
Towne West Manor	Atlanta	108	Tax Exempt Bonds
Village of College Park	College Park	104	9% Housing Tax Credits
Chapel Run Apartments	Decatur	172	4% Housing Tax Credits Tax Exempt
The Glen Oaks	Brunswick	72	9% Housing Tax Credits
Hearthstone Landing	Canton	72	HOME/9% Housing Tax
Heritage at Walton Reserve	Austell	105	9% Housing Tax Credits
Oaks At Brandlewood	Savannah	324	4% Housing Tax Credits Tax Exempt Bonds
Teller Village	Oak Ridge	80	9% Housing Tax Credits
Herrington Woods	Lawrenceville	324	Tax Exempt Bonds
Hyde Manor	Stockbridge	180	9% Housing Tax Credits
Hyde Park Apartments	Stockbridge	284	Home 9% Housing Tax Credits
Hyde Park Club	Clayton County	284	Tax Exempt Bonds
Palisades, Satellite Blvd	Gwinnett County	268	Tax Exempt Bonds
Eagles Pointe	Brunswick	168	9% Housing Tax Credits
Heritage at McDonough	McDonough	105	9% Housing Tax Credits
Tuscany Village	Clarkston	144	9% Housing Tax Credits

TOTAL NUMBER OF UNITS IN PORTFOLIO

7,670

## Funding –

- 4% and 9% Housing Tax Credits – Housing Tax Credits issued by State Housing Agency and sold to investors. This equity is used as a source of funds.
- Tax Exempt Bonds – Tax Exempt Revenue Bonds issued by a State or Local Housing Agency.
- Conventional Debt – a long term loan from a lender. Typically Fannie Mae or Freddie Mac.
- HOME – HUD HOME loan from a governmental body.
- Section 8 – a project based rental subsidy contract with HUD to provide rent subsidies to the residents.
- ARRA Exchange Funds – ARRA Housing Tax Credit Exchange Funds.





# **NEW CONSTRUCTION**

**Eagles Landing – 240 Units**  
8000 Decker Lane  
Austin, Texas



**Residences at Eastland – 146 Units**  
5500 Eastland Street  
Fort Worth, Texas



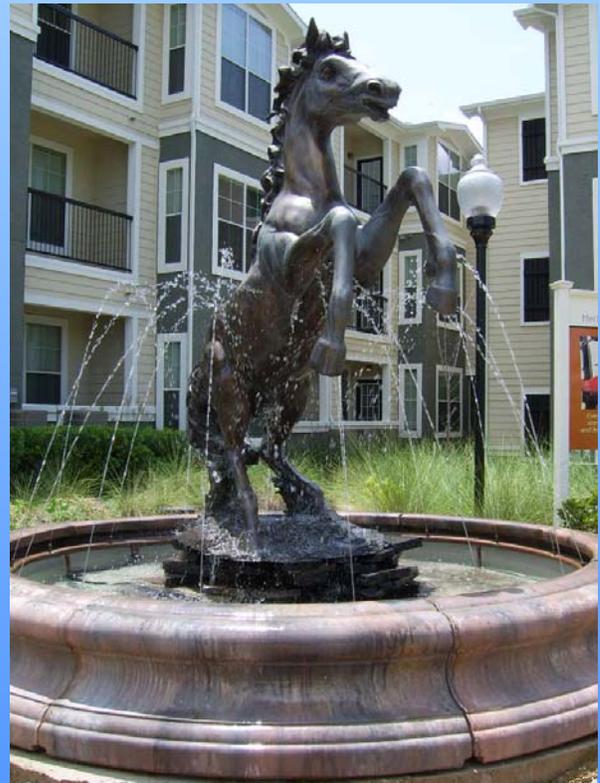
**Bella Vista Apartments – 276 Units  
8100 Old Denton Road  
Fort Worth, Texas**



**Tower Ridge Apartments – 224 Units**  
2560 Tower Ridge Drive  
Corinth, Texas



**Heritage Pointe – 140 Units  
1950 Webberville Road  
Austin, Texas**



Heritage Park Vista – 140 Units  
8729 Ray White Road  
Fort Worth, Texas



**Residences at Crystal Lake – 92 Townhome Units  
Northeast 32<sup>nd</sup> Court  
Pompano Beach, FL**



**Town Park Crossing Apartments – 100 Units  
7843 Davie Road Extension  
Davie, FL 33024**



**Town Park Crossing Apartments – 100 Units  
7843 Davie Road Extension  
Davie, FL 33024**



**Heritage At Pompano Station– 116 Units  
Senior Housing – Final Site Plan Approved  
Atlantic Blvd and Dixie Hwy  
Pompano Beach, FL**



**Vista Grand at Spring Hill Apartments – 90 Units  
Senior Housing  
10380 Quality Drive  
Spring Hill, FL 346091**



**Heritage at McDonough Apartments – 105 Units  
Senior Housing  
180 Bridges Road  
McDonough, GA 30253**



**Heritage at McDonough Apartments – 105 Units  
Senior Housing  
180 Bridges Road  
McDonough, GA 30253**



**Heritage at McDonough Apartments – 105 Units  
Senior Housing  
180 Bridges Road  
McDonough, GA 30253**



# PALLADIUM

ROWLETT SENIOR LIVING





## EXECUTIVE SUMMARY

### Palladium Rowlett Senior Living

Proposed 140-180 Unit Class A Multifamily Housing for Seniors (55+)

#### Proposed Housing

Palladium Rowlett Senior Living is proposed to be an approximately 140-180 unit, class A constructed multifamily community for seniors ages 55+ located on the south side of Lakeview Pkwy and west of Dalrock Road, City of Rowlett, Dallas County, Texas (See attached aerial). Comprised of 1 and 2 bedrooms, Palladium Rowlett Senior Living will be a Class A constructed community designed in a distinctly upscale aesthetic that will use federal tax credits as a source of equity in order to be able to afford high end construction and still be able to offer affordable rents in the DFW market.

- Development cost will be \$138,000 a unit (Over a 25 Million dollar development)
- Class A construction
  - High percentage of masonry on the exterior
  - Articulation and variation of materials in the elevations in order to create architectural interest. Not flat walls along the exterior elevations
  - Granite Countertops
  - Upgraded cabinetry in the units
  - Vinyl Plank (wood look) flooring instead of carpet in the units living and dining rooms
  - Upgraded and high end look unit fixtures
- Resort style amenity package consistent with the nicest rental communities in DFW
  - Resort style pool
  - Fully appointed clubhouse with movie theater, fitness center, business center, club room, and common area
  - Professional Salon
  - Open space landscaped for a parklike setting with playground and barbeque picnic areas

#### The Developer, Owner and Manager

Palladium USA is a privately owned company with over 130 years' experience developing and managing high quality developments around the world including Dallas, London, Paris, Milan, Dubai and many more. Our office is located in Dallas. We have developed and managed luxury properties all over the world. In fact, we are developing a 30 story high rise in the Legacy West development just up the road in Plano.

- Palladium is not a merchant builder who builds to sell. Instead we prefer to hold our properties and plan to hold Palladium Rowlett Senior Living for decades.
- WE MANAGE OUR PROPERTIES OURSELVES. This is extremely important as 3<sup>rd</sup> party managers are only concerned with getting the most rent and are not as concerned with long term maintenance or managing the resident population well.
- Omnium Management (Our in-house management company)
  - Each resident who wishes to live at our property will be required to go through an extensive background check.
  - We hire "Resident Retention Specialists" called CARES Teams from an organization called Apartment Life. These CARES Teams will be a married couple that attend a local church that we will give a free apartment to in order that they build the culture of community by hosting events and facilitating friendships.
  - The national average tenure for apartment renters is 11 months. We have achieved an average tenure of over 20 months by intentional management and creating an environment where people want to stay which speaks directly to the quality of the physical as well as the social environment we create.

### Tax Credit Financing

The Texas Department of Housing and Community Affairs (TDHCA) administers annually Housing Tax Credits that are intended to serve the purpose of providing affordable housing for the workforce of Texas.

- Several years ago, the TDHCA reformed the focus and objective of the housing initiative in Texas. The current Housing Tax Credit Program (no longer Low Income Housing Tax Credit Program) focuses on serving seniors earning 50-60% of the Area Median Income (MSA is \$70,400 per family).
- We are not proposing Low Income Housing, Section 8 Housing, Public Housing or Government Subsidized Housing. Palladium Rowlett Senior Living will be privately owned (not government owned). It will use tax credit equity to bridge the gap between the high cost of constructing Class A rental housing and charging rents that seniors of all incomes can afford.
- Benefits of Tax Credit equity
  - The TDHCA requires the owner to hold the property for a minimum of 15 years. This is a requirement to use the funding and is not changeable.
  - Tax Credit funded rental communities have the lowest failure rate in the industry (.01%) due to the controlled rent structure that does not shift with fluctuating markets.
  - **Our property will pay our full Ad Valorem property tax obligation with no impact on local schools**

### Development Information

- Aerial Map: Attached
- Development Team: Palladium USA (portfolio attached as a separate PDF)
- Tax Credits being pursued: 9% Competitive Tax Credits
- Type of Housing: Senior (55+)
- Type of Construction: New Construction on a redevelopment site that is currently an empty church
- Property Acreage: Approximately 7.5 Acres
- Estimated Number of Units: 140-180
- Estimated Number of Stories: 4-5
- Type of Parking: Surface
- Zoning: Our development will require a zoning change to allow for senior multiple family living. We do not anticipate any zoning text amendments that would be required by the QAP.

### Summary

Palladium Rowlett Senior Living will be a Class A constructed rental community that will serve the much needed aging population of the community. We respectfully ask for support and look forward to the opportunity to work together to create value for the City of Rowlett.

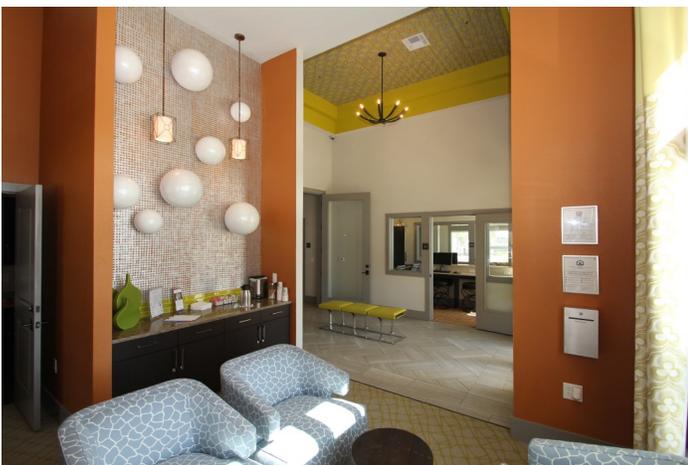
PALLADIUM ROWLETT  
SENIOR LIVING



**CLASS A INTERIORS**



**CLASS A AMENITIES**



**Palladium USA**  
List of References

Roy Magno  
Mayor, City of Aubrey  
107 South Main Street  
Aubrey, TX 76227  
940-783-7339

Jennette Killingsworth Executive  
Director, Little Elm EDC 100 West  
Eldorado Parkway Little Elm, TX  
75068  
214-975-0455

John Shackelford  
Shackelford, Melton, McKinley & Norton, LLP  
9201 N. Central Expressway, 4th Floor Dallas,  
TX 75231  
214-780-1400

David Brusilow  
Wright Ginsberg Brusilow P.C.  
14755 Preston Road  
Dallas, TX 75254  
972-419-4756

David Payne  
Regions Bank - Tax Credit Finance  
1020 Highland Colony Parkway  
Ridgeland, MS 39157  
601-790-8269

Jeff Rogers  
Dougherty Mortgage, LLC  
16775 Addison Road, Suite 470  
Addison, TX 75001  
972-735-2817



PALLADIUM

U S A

# Palladium's Heritage and Strategic Perspectives

*« We build with passion and pride to withstand the test of time »*

The Palladium Group was founded in Northern Italy during the mid-19th century, when quality residential buildings were required to serve the urban growth generated by the industrial revolution.

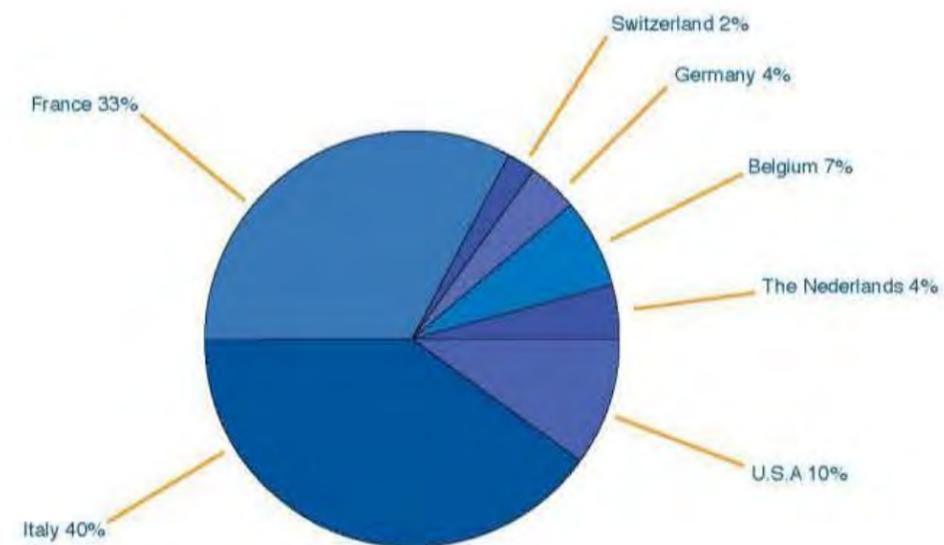
Today, Palladium is an international group, which develops and manages residential and mixed-use projects in major urban areas in Europe and the United States, for its account and in partnership with private and institutional investors.

This strategy is founded on a dynamic balance between innovation and tradition, with the following key operating principles:

- **Global vision** combined with a respect for the culture of each country
- Focus on selected urban areas, each with a **significant Group portfolio** and service capability
- **Creation of long-term value** for the Group, its partners, clients and the ultimate end-users of the real estate
- Implementation of the best technical and managerial practices



Palladium Office Locations Breakdown of the Group Real-Estate Portfolio by Country



Development  
Technical and  
Marketing Services

Property  
Management  
Services

Construction and  
Rehabilitation

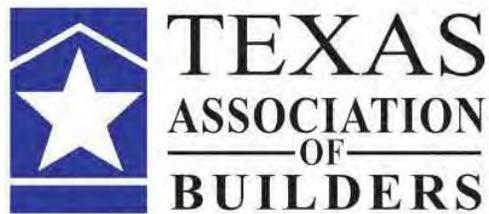
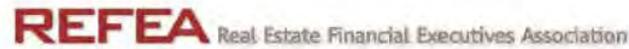
Asset Management  
and Investment  
Services





### INDUSTRY AWARDS:

- **NAHB Pillars** - Best New Loft Apartment Community Winner; Palladium (USA) International, Inc.; Canal Side Lofts
- **HBA of Dallas, McSam Award** – Best Multifamily Rental Community Winner; Palladium (USA) International, Inc.; Grand Treviso Apartments
- **NAHB Pillars** – Most Creative Financing Winner; Palladium (USA) International, Inc.; Grand Treviso Apartments
- **Multifamily Executive** – Best High Rise Multifamily Development Winner; Palladium (USA) International, Inc.; Grand Treviso Apartments
- **NAHB Pillars** - Best High Rise Finalist; Palladium (USA) International, Inc.; Grand Treviso Apartments
- **NAHB Pillars** – Best High Rise Finalist; Palladium (USA) International, Inc.; Verona Apartments
- **NAHB Pillars** - Best Leasing Center Winner; Palladium (USA) International, Inc.; Grand Venetian Apartments



# **EXAMPLES OF OUR QUALITY DEVELOPMENTS**

PALLADIUM LEGACY WEST – 30 Story high rise (Under Development)



# 1400 Hi Line



# The Arts



# Verona



# Apha Tower



# The Heights



# Gran Treviso



# Canal Side Lofts



# Grand Venetian



# 2929 Wesleyan



# Eilan



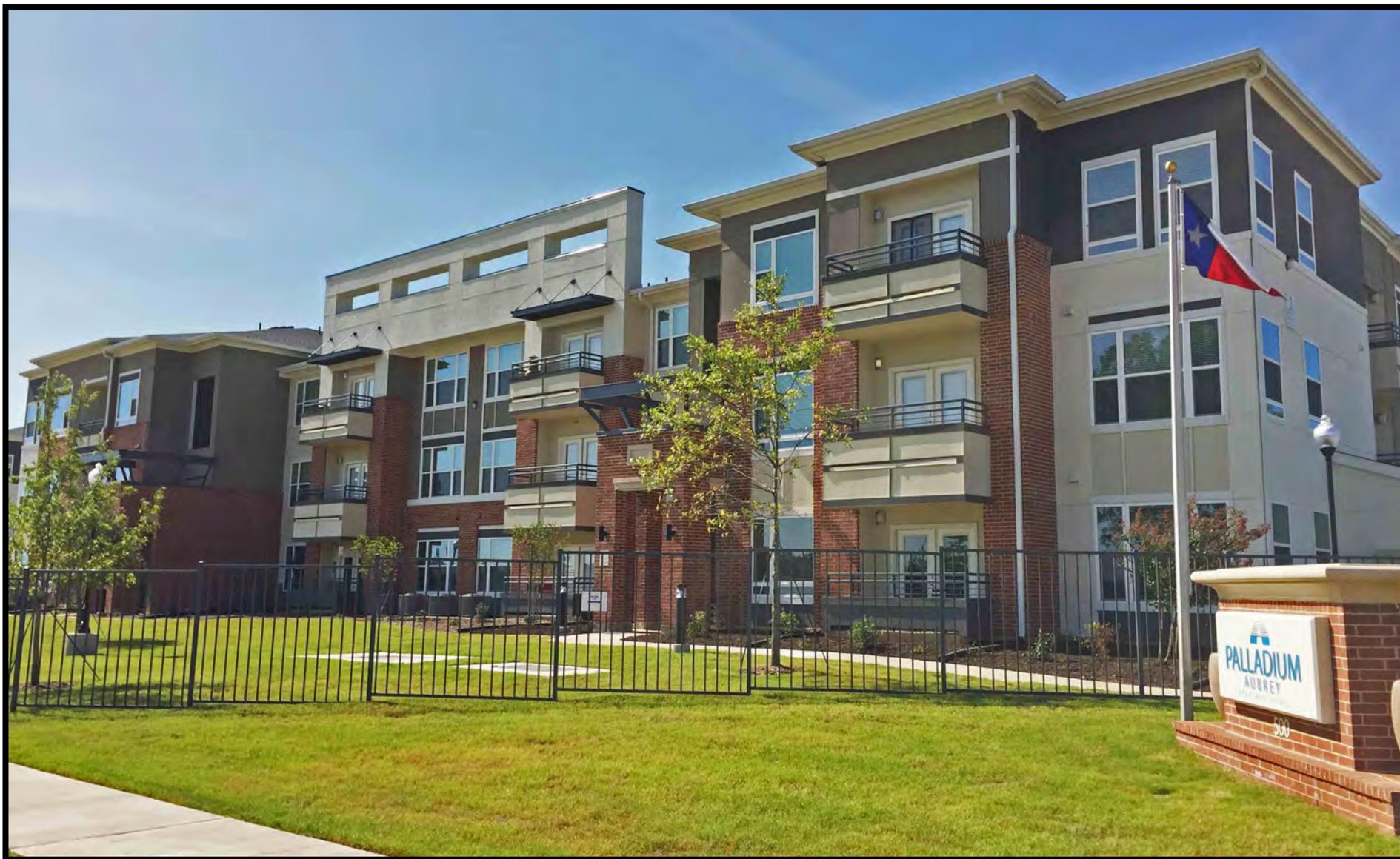
# Ablon at Frisco Bridges



# Palladium Midland



# Palladium Aubrey



# Palladium Garland



PALLADIUM VAN ALSTYNE SENIOR LIVING



**PALLADIUM CELINA SENIOR LIVING**



# Select Common and Unit Amenities

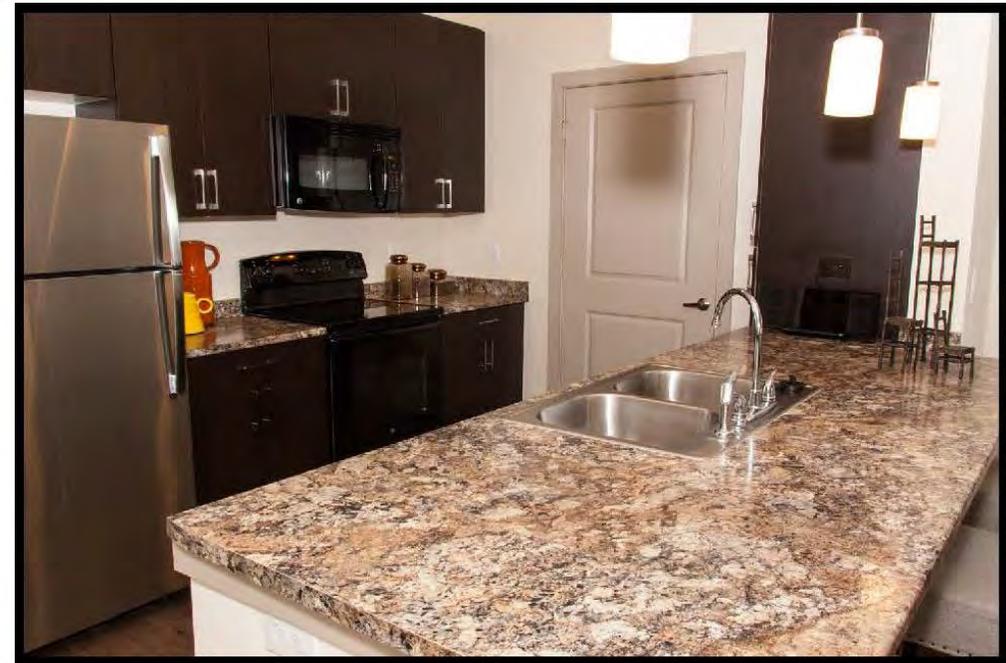
## Select Common Amenities

- Swimming Pool with fountains
- Gazebo with sitting area, grills and picnic tables
- Community laundry room with washer and dryer sets
- Barbeque grills and picnic tables
- Furnished fitness center including stationary bicycle, elliptical trainer, and treadmill or other similar equipment
- Full perimeter fencing
- Common area Wi-Fi
- Urban exterior with Class A materials
- Walking trails
- Green landscaping including native drought tolerant plants
- Business Center
- Club kitchen

## Select Unit Amenities

- Distinctive one, two and three bedroom units
- Covered entries
- Nine foot ceilings in living room and bedrooms
- Microwave oven
- Self-cleaning or continuous cleaning oven
- Energy star appliances and light fixtures
- Refrigerator with icemaker
- 14 SEER HVAC units
- R15 wall assembly
- Low flow plumbing
- Full size washer/dryer connections
- Balcony or patio
- Smoke alarms and sprinklers throughout
- Wired for phone, cable and Local Area Network (LAN)
- High Speed Internet access available

TYPICAL INTERIORS



**AMENITIES**



**Swimming Pool**



**Business Center**



**Club**



**Palladium USA**  
List of References

Roy Magno  
Mayor, City of Aubrey  
107 South Main Street  
Aubrey, TX 76227  
940-783-7339

Jennette Killingsworth  
Executive Director, Little Elm EDC  
100 West Eldorado Parkway  
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601-790-8269

Jeff Rogers  
Dougherty Mortgage, LLC  
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PALLADIUM

U S A



**Pedcor Investments, A Limited Liability Company**  
**One Pedcor Square, 770 3<sup>rd</sup> Avenue, S.W.**  
**Carmel, Indiana 46032**  
**(317) 587-0320**  
**FAX (317) 587-0340**

[www.pedcorcompanies.com](http://www.pedcorcompanies.com)

Table of Contents

**1**

**PEDCOR INVESTMENTS,  
A LIMITED LIABILITY COMPANY**

**2**

**PEDCOR MANAGEMENT**

**3**

**PEDCOR GROUP  
ORGANIZATION**

**4**

**MARKETING AMENITIES**

**5**

**DEVELOPMENT PORTFOLIO**

**PEDCOR INVESTMENTS,  
A LIMITED LIABILITY COMPANY**

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**PEDCOR INVESTMENTS,  
A Limited Liability Company**

Pedcor Investments, A Limited Liability Company ("Pedcor") was founded in 1987 when its original principals, Gerald K. Pedigo and Bruce A. Cordingley, developed and constructed the first for profit IRC Section 42 Low Income Housing Tax Credit ("LIHTC") rental housing project in central Indiana. Today, Pedcor is one of the largest developers of affordable housing within the multifamily housing tax credit program and with reference to Affordable Housing Finance Magazine Pedcor consistently remains one of the Top 50 developers and owners/managers of LIHTC units in the country. Pedcor has established a reputation as an innovative development company with a solid history of identifying active rental housing markets with a demonstrated ability to construct and manage affordable housing developments in compliance with IRC Section 42 (9% LIHTC transactions) and IRC Section 142 (4% LIHTC tax-exempt bond transactions) as enacted by the Tax Reform Act of 1986.

Pedcor has used a combination of various construction and permanent loan structures. Construction financing has been provided by various community and national lending institutions offering traditional construction loan programs and letter of credit enhancements. Permanent financing for Pedcor's developments has been provided by Federal National Mortgage Association, HUD/FHA 223(f), HUD/FHA 221(d)(4), Rural Housing Program, the Federal Home Loan Bank with the assistance of a consortium of member banks, thrifts and savings and loans utilizing various conventional and tax-exempt financing structures. Equity participants include numerous national banks, savings and loans, regional and national syndicators, as well as individuals and large publicly held or privately owned corporations. In aggregate, Pedcor has raised over **\$1.04** billion in debt and **\$677** million in equity proceeds since its inception funding in excess of **\$1.72** billion in real estate assets.

Pedcor's development/investment portfolio (i.e., new construction, acquisition and rehab) includes **74** conventionally financed 9% tax credit partnerships, **63** tax-exempt 4% bond financed partnerships and **31** market rate partnerships, in addition to a special use facility providing a safe haven for women who have been victims of domestic violence. In summary, since its inception, Pedcor has successfully closed **169** partnerships consisting of **20,579** units (**14,894** tax credit and **5,685** market) located within **116** communities throughout **18** states including Indiana, California, Ohio, Michigan, Illinois, Kentucky, Missouri, Nebraska, Arizona, Tennessee, Alabama, Virginia, Iowa, South Carolina, Colorado, Texas, Oregon and North Carolina.

The Pedcor Investments development team consists of:

**Gerald K. Pedigo, Chairman.** Mr. Pedigo has been involved in residential and commercial real estate development since 1958. He attended Butler University and subsequently was employed by his father in the business of single-family construction and sales. In 1962, Mr. Pedigo started his own firm and while constructing approximately 400 homes, expanded his business to include commercial and industrial activities. Beginning in 1966, Mr. Pedigo concentrated on the commercial side of the construction business forming Gerald K. Pedigo Corporation to provide real estate development services, Pedigo Construction Company, Inc. for construction and Pedigo & Associates to provide management services. He completed over 100 commercial and office buildings from \$100,000 to \$8,000,000. His involvement included all facets of the industry including construction, ownership, marketing/leasing and management. He was also a partner in several partnerships owning and developing commercial and residential properties in Indiana, Florida and Tennessee. In 1986, as the tax shelter incentives were being revised, Mr. Pedigo sold the majority of his holdings and concentrated on general construction. In 1987, he joined Bruce Cordingley in forming Pedcor Investments to pursue the development of IRC Section 42 affordable rental housing.

## ATTACHMENT 4

Mr. Pedigo currently resides in Rancho Santa Fe, California. Mr. Pedigo is a member/director of the executive committee of International City Bank, N. A. with branches in Long Beach and San Diego, California and director of United Fidelity Bank of Evansville, Indiana. He is Chairman of Pedcor Bancorp, the bank holding company for International City Bank and Chairman of Pedcor Financial Bancorp, the bank holding company for United Fidelity Bank. He is also a director of Fidelity Federal Bancorp and its subsidiaries. He is Chairman of Pedcor Investments, A Limited Liability Company located in Indianapolis, Indiana, the principal business of which is real estate oriented investments and developments.

He is a member of the Murat Shrine in Indianapolis, godfather in St. Mary's Child Center and various trade associations. He enjoys golf and is a member of Fairbanks Country Club and the Bridges Golf Club in San Diego, and Woodland Country Club in Carmel, Indiana.

**Bruce A. Cordingley, *President & CEO.*** Mr. Cordingley has been involved in commercial and residential development and financing since 1971. He graduated in 1968 from Purdue University (BS-Industrial Management) with Distinction and Honors in Economics. In 1971 he graduated from the Harvard Law School with a Juris Doctor degree. After a two-year affiliation with Bingham Dana & Gould, Boston, Massachusetts, Mr. Cordingley joined Ice Miller Donadio & Ryan, Indianapolis, Indiana, in 1973 as an associate, becoming a partner in the firm's Real Estate Section in 1980. His legal practice focused on representation of real estate developers in all aspects of the development process (zoning, construction and permanent financing, acquisition, sales, joint ventures, syndications and tax matters).

In 1973, Mr. Cordingley began investing in real estate for his own account through International Enterprises, Inc., which owns and manages apartment communities and farms in central and southern Indiana. In 1986, he started the development of the Bridlebourne subdivision which subsequently became the highest priced residential development in the State of Indiana. In 1987, he joined with Jerry Pedigo in forming Pedcor Investments to develop affordable rental housing. In 1992, Mr. Cordingley formally withdrew from Ice Miller to devote his efforts to the development activities of Pedcor Investments full time.

In addition to President and CEO of Pedcor Investments, Mr. Cordingley is a director of United Fidelity Bank of Evansville, Indiana and a director/member of the executive committee of International City Bank, N.A. of Long Beach and San Diego, California. He is President and CEO of Pedcor Bancorp, the holding company for International City Bank and President of Pedcor Financial, LLC, the holding company for United Fidelity Bank. He is also a director of Fidelity Federal Bancorp and its subsidiaries. He was a director of Eastside Community Investments, Inc. from 1983 to 1996. Mr. Cordingley was a director of the Indianapolis Economic Development Corporation, a city development corporation, from 1985 to 1988. He was also Commissioner (1983-1986) and President (1984-1986) of the Indianapolis Historic Preservation Commission, a governmental body that regulates historic districts and promotes preservation and a board member of the Riley Area Revitalization Program, a community development corporation from 1982 to 1987.

**Phillip J. Stoffregen, *Executive Vice President & COO.*** Mr. Stoffregen has been involved in commercial and residential development and financing since 1984. He graduated in 1980 from Indiana University (BS-Business Finance) with departmental honors. In 1981 he received his MBA degree from Indiana University (Financial Economics). In 1984 he graduated with Honors from the Indiana University School of Law and joined Ice Miller Donadio and Ryan, Indianapolis, Indiana, as an associate, becoming a partner active in both the Real Estate and Municipal Finance Sections of the firm in 1991. His legal practice focused on taxable and tax-exempt financing for, and development of, single-family and multifamily housing. Mr. Stoffregen served in a bond counsel capacity to the Indiana Housing Finance Authority and other Indiana issuers for various housing related tax-exempt bond-financing programs. He represented numerous for-profit and not-for-profit multifamily housing developers, lenders and investors, primarily in the area of low income housing tax credit, financing and development issues.

## ATTACHMENT 4

In 1992, Mr. Stoffregen withdrew from Ice Miller and joined Pedcor Investments, LLC as a Principal where he is directly responsible for apartment development, construction and financing activities. Pedcor Investments, LLC and its affiliates have developed in excess of 15,000 apartments since inception, most of which participate in the low income housing tax credit program. He is currently Executive Vice President and COO of Pedcor Investments, LLC.

Mr. Stoffregen is a Director/Member of the Executive Committee/Executive Vice President of Fidelity Federal Bancorp which is the holding company for United Fidelity Bank, Evansville, Indiana and a Director/Executive Vice President of Pedcor Capital, LLC and Pedcor Financial, LLC, which are upper tier bank holding companies for International City Bank, Long Beach, California and United Fidelity Bank, respectively. Mr. Stoffregen and his partners in Pedcor Investments, LLC own and control such bank holding companies.

In 2015, Mr. Stoffregen began his tenure on the Board of Directors for The Affordable Housing Tax Credit Coalition (AHTCC), a trade organization for affordable rental housing that seeks to preserve, expand and improve the Housing Credit and complementary programs through legislative outreach and education. Since 2012, Mr. Stoffregen has served on the Urban Land Institute (ULI), a nationally recognized organization in the fields of development, land use and urban planning, where he is a member of the Affordable/Workforce Housing Council. Mr. Stoffregen has also served as a director of the Martin Luther King Community Development Corporation (1991 to 2000), and as a member of the board of directors for Coburn Place Safehaven, Inc., a not-for-profit operating transitional housing for victims of domestic violence (1996 to 2012).

**Thomas E. Koontz, CPA, Executive Vice President – Construction & Development.** Mr. Koontz has over 20 years of financial accounting experience with more than 15 years of experience as chief financial officer in the areas of construction, real estate development and property management. He received his Bachelor of Science in Accounting and Management from Ball State University in 1976 and completed his Certified Public Accountant Certification in 1981. Mr. Koontz spent two years as a senior tax accountant with National Homes Corporation, Lafayette, Indiana and four years as a controller with Duke Associates, Indianapolis, Indiana.

In 1984, Mr. Koontz joined Gerald K. Pedigo as controller of Mr. Pedigo's affiliated companies. He was controller of Pedcor Investments and its related affiliates from its inception in 1987 through May of 1993. Mr. Koontz is currently President of Signature Construction, LLC which is the construction management affiliate of Pedcor Investments, LLC.

Mr. Koontz remains a member in good standing with the Indiana CPA Society.

**Thomas G. Crowe, Executive Vice President – Development & Finance.** Mr. Crowe graduated from the University of Notre Dame in 1988 (BA – Accounting). He worked for NBD – First Chicago Corporation for approximately eight years as a commercial lender in several departments, leaving as a Second Vice President. His responsibilities during his tenure at the bank included lending to real estate developers, builders, commercial contractors and architects/engineers. Additionally, Mr. Crowe was responsible for underwriting of the bank's investment in limited partnership interests for affordable housing.

Mr. Crowe joined Pedcor Investments in 1996 and has since advanced to Executive Vice President. During his tenure with Pedcor, Mr. Crowe has been responsible for the development and financing of thousands of apartment units in multiple states. Mr. Crowe has served as a guest panelist for the Urban Land Institute, the Nebraska Investment Finance Authority, and the Illinois Housing Development Authority. His responsibilities include oversight of all aspects of apartment development transactions, including site selection, financial feasibility, plan production, debt and equity procurement, partnership agreement negotiation, legal documentation and investor relations.

**Douglas Boggs, Senior Vice President & CFO.** Mr. Boggs graduated from Ball State University in 1992 (BS-Accounting). In 1993, Mr. Boggs joined Pedcor Financial Services, a division of Pedcor Investments which provides financial management and accounting services to affiliates of Pedcor Investments. He worked as a Staff Accountant for one and a half years and then took a position with Simon Property Group, the largest REIT on North America. Mr. Boggs worked for Simon Property Group for 3 years in the Operational Accounting Department where he handled accounting for shopping malls, office buildings and community centers throughout the United States. In 1998, he rejoined Pedcor Financial Services as an Assistant Controller and has since been promoted to his current title. Mr. Boggs has been involved in real estate accounting dealing with residential and commercial properties since 1993.

**Maureen M. Hougland, Senior Vice President & Secretary.** Ms. Hougland has over 23 years real estate experience since graduating from Indiana University in 1980 (BS-Biology). Her real estate background began when she was hired as the pilot employee for Monroe County Land Title Co., Inc. upon its formation in 1980, where she performed a multitude of duties which included searching titles, examining chains of title, reviewing surveys, closing residential and commercial transactions and serving as escrow agent for financial institutions distributing draws on behalf of residential and commercial developers. Ms. Hougland joined the Real Estate Section of Ice Miller Donadio & Ryan in 1984, where she provided paralegal support for the Section which represented commercial and multi-family real estate developers, lenders and investors, primarily in the areas of financing and development issues.

Ms. Hougland obtained her Paralegal Degree from Indiana University in 1988. She is a member of the Indiana Paralegal Association. In 1994, Ms. Hougland joined Pedcor Investments where she provides paralegal support to Pedcor and its related affiliates. Ms. Hougland is responsible for tax appeals in the State of Indiana and serves as a corporate officer for Pedcor and several of its affiliates. She has been a charter member of the Indianapolis Chapter of CREW (Commercial Real Estate Women).

**Andrew H. Burroughs, Senior Vice President – Finance.** Mr. Burroughs graduated from Indiana University in 1978 with a B.S. in Real Estate Administration. Mr. Burroughs worked for Merchants Bank/National City Bank of Indianapolis for over 9 years primarily responsible for placing construction and FNMA DUS permanent debt financing for market rate and affordable LIHTC rental housing. In 1995, he joined Bank One, Indianapolis, as Vice President of Community Development. His responsibilities included facilitating debt and equity investments for affordable 9% LIHTC rental housing, 4% LIHTC tax-exempt bond transactions and historic tax credit renovations for Community Reinvestment Act (CRA) purposes on behalf of Bank One and its related subsidiaries.

In May, 2000, Mr. Burroughs joined Pedcor Investments as Senior Vice President to manage and service existing debt and equity relationships, manage bond arbitrage investments and establish new debt and equity relationships for each of Pedcor's proposed developments.

He is currently an independent Indiana licensed real estate broker and a Certified Commercial Investment Member (CCIM) candidate. He is also a past Chairman of the Local Advisory Council and member of the Project Review Committee for the Local Initiatives Support Corporation (LISC). LISC is a not-for-profit organization established to provide interim funding and/or grants to facilitate inter-city affordable housing, community development and economic development initiatives for independent community development corporations located within the Indianapolis MSA.

## ATTACHMENT 4

**Jared M. Houser**, *Senior Vice President – Finance & Development*. Mr. Houser graduated from the University of Indianapolis in May 2002 and received his M.A. in Economics from Indiana University (Indianapolis) in 2007. Prior to joining Pedcor his experiences include 2-years as an analyst with a local community bank and serving the 2005 session as an intern financial analyst for the Indiana House Ways & Means Committee.

Mr. Houser joined Pedcor as an intern during graduate school in April 2005 and accepted a full time position as a financial analyst with Pedcor Bancorp, a bank holding company, in August 2005. He accepted the position of Vice President with Pedcor Investments in October 2007. His responsibilities include financial management, corporate and property budgeting, portfolio management and various analytical activities in connection with Pedcor Investments and its entire portfolio of multifamily properties.

**Kathleen M. Ramey**, *Vice President – Finance*. Prior to joining Pedcor, Ms. Ramey had over 23 years of financial and accounting experience in the areas of construction, real estate development and property management. She received her Bachelor of Science in Accounting, with a minor in Computer Science, from Indiana State University in 1980. Kathleen served on the local chapter board of the institute of Management Accountants from 1984-1989, and as chapter president from 1990-1991. Ms. Ramey began her employment with Pedcor Investments in May, 2004.

**Susan M. Janssen**, *Assistant Vice President – Finance*. Ms. Janssen graduated from the Indiana University Kelley School of Business in 1990 with a BS in Accounting. Immediately following graduation, she spent five months in Accra, Ghana West Africa working as a student intern for a local public accounting firm. Ms. Janssen has over 20 years of accounting and finance experience, having held various positions with Fortune 500 companies, including Plant Controller for The Gatorade Company (then a division of The Quaker Oats Company) and Financial Analyst at Stanley Black & Decker (formerly known as The Stanley Works) in Indianapolis. Ms. Janssen began her employment with Pedcor Investments in December, 2011.

**Dusty A. Israel**, *Assistant Vice President – Finance*. Mr. Israel graduated from the University of Cincinnati's College of Engineering with a BS in Civil & Environmental Engineering. Immediately following graduation, he became an onsite engineer for a major General Contractor on multiple hospital construction jobs around the country. He then joined the Procter and Gamble Company as a Global Facility Engineer supporting the company's Fabric Care plants. While at P&G, Mr. Israel transitioned into a Finance career path and became an analyst for the company's Chemical's & Ingredients Purchases organization and in 2014 he earned his MBA from Xavier University with a focus in Finance. Mr. Israel joined Pedcor in the summer of 2014 as a Financial Analyst and is responsible for cash flow and capital management, cash and tax modeling, property budgeting and NOI analysis.

**Bruce E. Hagen**, PE/RLS, *Senior Vice President – Development*. Mr. Hagen has been involved in civil engineering and surveying since 1980. He graduated from the university of Wisconsin-Madison in 1980 with a B.S. in Civil and Environmental Engineering and Surveying and joined Aerometric Engineering in Sheboygan, WI as a project surveyor where he worked in both the surveying and photogrammetric departments.

From 1993 to 2005, Mr. Hagen worked at Mid-States Engineering, Paul I. Cripe and EMH&T Engineers, all of Indianapolis, IN, in various capacities ranging from Project Engineer to Department Head. Most recently, he was the Manager of the Surveying Department at EMH&T Engineers where he directed the day to day activities of the surveying department and acted as the lead engineering designer and project manager for single family developments. In 2005, Mr. Hagen joined Pedcor where he is responsible for the coordination and review of the civil engineering design for all multifamily developments.

## ATTACHMENT 4

**Kara Strickland, PE, Vice President – Development.** Ms. Strickland has over fifteen years of site/civil design and real estate development experience. She graduated with her Bachelors of Civil Engineering from Auburn University in 1999, taking her first job with a national engineering firm in Atlanta, GA. She continued to develop her site engineering expertise when she moved to Indianapolis in 2001, ultimately obtaining her Professional Engineering Licenses in Indiana, Florida, and Colorado. Ms. Strickland developed a focus area of Low Impact Development (LID) and Sustainable Design during her time on the design side, as well as help establish a Site Design Department in a transportation heavy design firm.

Ms. Strickland's interest in the real estate development side came shortly after obtaining her licensure, and she quickly gained experience nationwide with her first job in Commercial Development at Kite Realty Group in 2005. Her experience encompasses the full development process, from site selection through construction, including design coordination and entitlements. Before joining Pedcor in 2016, her last role in Healthcare Development included implementing the Integrated Project Delivery process within her team, bringing the full design and construction team together for a more efficient project design and delivery. Ms. Strickland joined Pedcor as a Vice President in Development, where she is responsible for the coordination of the civil engineering design and entitlement process for projects, nationwide.

**Susan E. Krohne, Senior Vice President & Legal Counsel.** Ms. Krohne graduated from Indiana University/Purdue University of Indianapolis in 1994 and earned a Juris Doctor degree from the Indiana University School of Law of Indianapolis in 1998. Prior to joining Pedcor in January of 2003, Ms. Krohne worked as a Vice President & Trust Officer in the Wealth Management Departments of both Bank One and National City Bank.

Ms. Krohne is a member of the Indiana State Bar Association and Indianapolis Bar Association (IBA), and is a Distinguished Fellow of the Indianapolis Bar Foundation. She has served on the executive councils of both the IBA's Women and the Law Division and the Young Lawyers' Division and served on the Executive Council for the IBA in 2005. In 2004, Ms. Krohne was named Young Lawyer of the Year by the IBA.

**Jeremy R. Buchanan, Vice President & Legal Counsel.** Mr. Buchanan graduated from Indiana University – Bloomington in 2004 and earned his Doctor of Jurisprudence from Indiana University School of Law – Indianapolis in 2008, where was the recipient of the Mitzi H. Martin Moot Court Award for Best Oral Advocate. Mr. Buchanan joined Pedcor Companies in 2004 as a member of Pedcor Bancorp. In that role, Mr. Buchanan assisted with numerous real estate development projects involving the City of Carmel including the Carmel City Center, Indiana Design Center and Old Town Shops I & II. In addition, he has experience with retail lease negotiation, drafting and landlord/tenant issues.

Mr. Buchanan joined Pedcor Investments as Vice President – Legal Counsel in July, 2014. His responsibilities include assisting the development team with land acquisitions, drafting and review of finance agreements for the construction and development of multi-family housing projects, and advising developers on other project-based issues.

**Carolina M. Rashidfarokhi, Vice President & Assistant Legal Counsel.** Ms. Rashidfarokhi obtained her first law degree in 2002 from the Universidad Privada Boliviana, that nation's No. 1 university. She graduated at the top of her class. She received her Masters of Law Degree (LL.M.) in 2005 and Juris Doctor Degree in 2010 from Indiana University School of Law - Indianapolis. She is admitted to practice law in the State of Indiana. Prior to joining Pedcor in 2011, Ms. Rashidfarokhi was a summer associate at Carlton Fields, a Florida based firm. From 2006 to 2009, she worked as a Contract Specialist at Wolters Kluwer Health, a Dutch holding company. During her legal practice in Bolivia, Ms. Rashidfarokhi worked as a Project Manager for the Contract Analysis Group at the Registry of Commerce. Ms. Rashidfarokhi is a member of the American Bar Association, Hispanic Bar Association and Indianapolis Bar Association. Ms. Rashidfarokhi is fluent in Spanish.

**Tracey L. Da Silva, Vice President & Executive Legal Assistant.** Ms. Da Silva graduated Summa Cum Laude from Indiana Wesleyan University in 2014 with a Bachelor of Science in Business Administration. She previously attended Indiana University-Purdue University at Indianapolis and International Business College. She joined Pedcor Investments in May, 1993 as an Administrative Assistant, was later promoted to Development Assistant and then to Vice President of Development. In 2002, Ms. Da Silva started her own real estate business and became a real estate agent for RE/MAX Preferred and the Sycamore Group. She returned to Pedcor in 2005. All of these positions have given her experience and insight into multiple aspects of real estate transactions and the development process, and she currently utilizes these skills as a member of the legal department. Prior to working for Pedcor, she worked in the auditing and actuarial departments of the American United Life Insurance Company.

**Michael S. Smith, Senior Vice President – Development.** Mr. Smith is a graduate of Michigan State University, School of Business. He has nearly 30 years of real estate experience with various Midwest development and property management firms including Cardinal Industries Inc., Lexford Realty, Equity Residential Trust, Thompson and Thrift Management Inc., and J.C. Hart Apartments. Mike's experience includes site and market evaluations, site development, entitlements, construction turnover, asset management and property management of a portfolio of over 10,000 units in 9 states. In November 2003, he joined Pedcor Investments as a Vice President of Development and holds both an Indiana real estate sales license and CPM designation from IREM.

**Craig H. Lintner, Senior Vice President – Development.** Mr. Lintner has been involved in residential development and engineering since 1994. He graduated from Iowa State University in 1994 with a BS in Civil Engineering and joined Landplan Engineering of Lawrence, KS working as a Project Engineer and Project Manager. In 1997, Mr. Lintner began working at Simmons Development Corporation as Vice President of Development developing residential and master-planned communities in the Kansas City metropolitan area. From 2001 to 2004, Mr. Lintner worked for Dura Builders, Inc. in Indianapolis, IN as Land Development Coordinator. In 2004, Dura Builders was acquired by KB Homes and Mr. Lintner's responsibility expanded to Director and eventually Vice President of Land Acquisition and Planning. During this time, he directed all aspects of acquisition, purchase agreements, entitlement, due diligence, corporate land packages and development.

Mr. Lintner joined Pedcor in 2007 and has since advanced to Senior Vice President. During his tenure with Pedcor, Mr. Lintner has been responsible for the development of thousands of apartment units in multiple states. In 2013, Mr. Lintner was appointed Vice President of Village Capital Corporation where he assists in the development of their real estate. Mr. Lintner is a registered Professional Engineer in Indiana and holds a State of Indiana Real Estate Salesperson License. He is a Board Member of the Hawthorne Community Center in Indianapolis.

**Michael S. Byron, Vice President – Development.** Mr. Byron graduated from Indiana University in 1995 and earned a J.D. from the Valparaiso University School of Law in 1999. Mr. Byron joined Pedcor in October, 2007, having previously worked as a staff attorney for the Indiana Department of Environmental Management, Office of Legal Counsel, Department of Enforcement, as well as an associate in the private practice of law for a local law firm focusing on litigation, real estate and environmental law. Mr. Byron currently serves as the Director of Down Syndrome Indiana, Dads Appreciating Down Syndrome (DSI D.A.D.S.) and also currently serves as a member on the Indiana Advisory Board of Best Buddies Indiana.

**Brandon C. Delk**, *Vice President – Development*. Mr. Delk graduated from Indiana University Kelley School of Business – Bloomington in 2010 with a B.S. in Real Estate Finance and Business Management. While attending Indiana University, he received a first place honor for his involvement in the Stanley E. Hunt Development Case Study competition in the fall of 2009. Brandon joined Pedcor Investments in July, 2010. Mr. Delk is currently working on his Masters of Business Administration at the Kelley School of Business – Indianapolis with a concentration in Finance.

**Ryan M. Rodgers**, *Vice President – Development*. Mr. Rodgers graduated from Purdue University in 1998 and earned a Juris Doctor degree in 2001 from Indiana University Maurer School of Law. Prior to joining Pedcor, Mr. Rodgers worked in the private practice of law in the areas of real estate and corporate litigation. Additionally, Mr. Rodgers was a principal in a local residential real estate company and holds a State of Indiana Real Estate Salesperson License.

**Patrick J. Stoffregen**, *Vice President – Development*. Mr. Stoffregen graduated with distinction from Indiana University – Bloomington in 2009 with a BA in East Asian Languages and Cultures and a Music Minor. A recipient of the Alpine Prize for Japanese Studies, he spent one year in Suzaka City, Nagano Prefecture on the Japan Exchange and Teaching Program as an Assistant Language Teacher where he team-taught high school English Oral Communications classes with Japanese Teachers of English. After returning to Indiana, Mr. Stoffregen joined Pedcor Investments in 2011 to develop Iowa, Minnesota, Tennessee, North Carolina, Illinois and Colorado.

**Jean Latsha**, *Land Acquisition Manager*. Ms. Latsha holds a Bachelor's Degree in Philosophy from the University of Texas at Austin and has been involved in affordable housing development since 2005. She was employed by the Cesar Chavez Foundation, a non-profit corporation, for six years as a project manager and new business manager. There she was responsible for the production of affordable housing development in Texas, from site selection through financing, construction and lease-up, utilizing several different funding sources including LIHTC, HOME, USDA Section 514/516 funds, Neighborhood Stabilization Program and HUD Section 202 funds. She joined the Texas Department of Housing and Community Affairs in February, 2012 as the Competitive (9%) HTC Administrator and was promoted to Director of Multifamily Finance. In that capacity she was responsible for the application process including review, allocation, award and closing on all multifamily funding sources administered by the agency, including multifamily revenue bonds, low income housing tax credits and direct loan (including HOME) funds. Ms. Latsha will assist with land acquisition and pre-development activities in Texas.

**ATTACHMENT 4****PEDCOR INVESTMENTS MULTIFAMILY DEVELOPMENT PORTFOLIO**

Name	Location	Total Units	LIHTC	Market	Completion Date	
English Village	SOLD 4/07	Indianapolis, IN	208	208	0	Apr-88
Emerson Village	SOLD 1/08	Indianapolis, IN	144	144	0	Nov-87
Emerson Lakes	SOLD 1/08	Indianapolis, IN	208	0	208	Dec-88
Mann Village I	SOLD 4/08	Indianapolis, IN	204	192	12	Jan-89
Thompson Village	SOLD 4/07	Indianapolis, IN	240	240	0	Sep-89
Greenfield Village	SOLD 11/08	Greenfield, IN	256	112	144	Jul-90
Port Crossing I		Portage, IN	160	160	0	Dec-89
Round Barn Manor		Greencastle, IN	112	49	63	Dec-89
Golfview		Valparaiso, IN	240	0	240	Jun-90
Mann Village II	SOLD 4/08	Indianapolis, IN	132	123	9	Dec-90
Shady Knoll I		Crawfordsville, IN	112	48	64	Jan-91
Lakeview I		Franklin, IN	160	70	90	Apr-92
Shady Knoll II		Crawfordsville, IN	48	48	0	Jul-94
Bittersweet Pointe	SOLD 1/12	Mishawaka, IN	116	116	0	Dec-93
Ohio Street Townhomes <sup>1</sup>		Indianapolis, IN	20	20	0	Dec-94
Port Crossing II		Portage, IN	96	96	0	Jun-95
Cedar Run		Huntington, IN	104	104	0	Jun-95
Woodland Crossing II		Michigan City, IN	80	80	0	Aug-95
Shady Knoll III		Crawfordsville, IN	48	48	0	Mar-95
Lakeview II		Franklin, IN	64	64	0	Oct-95
Woodland Crossing I		Michigan City, IN	64	64	0	Jun-96
Port Crossing III		Portage, IN	176	96	80	Aug-96
Pinewood	SOLD 6/03	El Cajon, CA	56	56	0	Jun-97 acqu/rehab
Sycamore Springs I		Seymour, IN	128	128	0	Jul-97
Lyons Gate		Miamisburg, OH	240	176	64	Feb-98
Bella Vista	SOLD 3/13	El Cajon, CA	150	150	0	Apr-98 acqu/rehab
Coburn Place <sup>2</sup>		Indianapolis, IN	35	35	0	Mar-97
Willow Lake		Lima, OH	192	192	0	Jan-99
Berrien Woods I		Niles, MI	72	72	0	Apr-99
Sierra Vista	SOLD 6/00	Lake Elsinore, CA	81	0	81	May-99 acqu/rehab
Cumberland Crossing		Fishers, IN	232	232	0	Aug-99
Eagle Ridge	SOLD 8/04	Colton, CA	144	0	144	Aug-99 acqu/rehab
Crystal Glen I		Findlay, OH	192	192	0	Mar-00
Berrien Woods II		Niles, MI	56	56	0	Aug-99
Racquet Club	SOLD 3/02	Highland, CA	92	0	92	Nov-99 acqu/rehab
Ravenbrook <sup>2</sup>		Indianapolis, IN	15	15	0	Dec-99
Amberwood Villas	SOLD 1/04	Hemet, CA	180	0	180	Feb-00 acqu/rehab
Sycamore Springs II		Seymour, IN	80	0	80	Jun-00
Waterfront Pointe		Indianapolis, IN	192	182	10	Mar-01
Villa Del Sol	SOLD 12/01	Temecula, CA	48	0	48	May-00 acqu/rehab
Lake Breeze	SOLD 6/04	Hemet, CA	74	0	74	Jun-00 acqu/rehab
Sky Terrace		Hemet, CA	20	0	20	Jun-00 acqu/rehab
Whispering Pines	SOLD 6/04	Hemet, CA	50	0	50	Jun-00 acqu/rehab
Edgewater		Greensburg, IN	80	40	40	Jun-00 acquisition
Springview I		Newburgh, IN	96	48	48	Jun-00 acquisition
Autumn Trace I		Kokomo, IN	64	64	0	Jun-00 acquisition
Autumn Trace II		Kokomo, IN	64	32	32	Jun-00 acquisition
Deerfield I		Kendallville, IN	40	40	0	Jun-00 acquisition
Deerfield II		Kendallville, IN	40	40	0	Jun-00 acquisition
Fox Hill I		Bloomington, IL	40	40	0	Jun-00 acquisition

**ATTACHMENT 4**

**PEDCOR INVESTMENTS MULTIFAMILY DEVELOPMENT PORTFOLIO**

Name	Location	Total Units	LIHTC	Market	Completion Date
Fox Hill II	Bloomington, IL	48	48	0	Jun-00 acquisition
Saddlebrook I	Henderson, KY	40	40	0	Jun-00 acquisition
Saddlebrook II	Henderson, KY	40	40	0	Jun-00 acquisition
Prairie Green I	Urbana, IL	56	56	0	Jun-00 acquisition
Prairie Green II	Urbana, IL	48	24	24	Jun-00 acquisition
Prairie Green III	Urbana, IL	48	48	0	Jun-00 acquisition
Vann Park I	Evansville, IN	44	40	4	Jun-00 acquisition
Vann Park II	Evansville, IN	48	48	0	Jun-00 acquisition
Vann Park III	Evansville, IN	64	32	32	Jun-00 acquisition
Vann Park IV	Evansville, IN	40	40	0	Jun-00 acquisition
Crystal Glen II <sup>3</sup>	Findlay, OH	64	48	16	Oct-00
Knollwood Crossing I <sup>3</sup>	Hamilton, OH	240	180	60	Sep-01
Autumn Woods I <sup>3</sup>	Crawfordsville, IN	96	72	24	Jul-00
Teal Run I	Battle Creek, MI	150	100	50	Nov-02
Crooked Creek I	Kansas City, MO	176	176	0	Nov-02
Brownsburg Pointe I	Brownsburg, IN	80	64	16	Aug-02
The Overlook	Elkhart, IN	188	188	0	Jul-02
Golf Pointe	Columbus, OH	228	228	0	Jul-02
Berrien Woods III	Niles, MI	128	77	51	Sep-02
Whispering Pines I	Coldwater, MI	112	112	0	Nov-02
Autumn Woods II <sup>3</sup>	Crawfordsville, IN	96	72	24	Jun-02
Lake Pointe SOLD 10/07	Portage, IN	192	0	192	Dec-02
Riverbend I	Grand Island, NE	160	128	32	Feb-04
Lakes of Georgetown	Indianapolis, IN	208	156	52	Dec-03
Sand Creek II	Adrian, MI	126	76	50	Sep-03
The Masters I	Valparaiso, IN	176	88	88	Sep-03
Danbury Court I	Bloomington, IL	128	96	32	Apr-04
Allegro SOLD 7/07	Phoenix, AZ	264	0	264	Mar-04 acqu/rehab
Lions Creek	Noblesville, IN	502	0	502	Jun-04 acqu/rehab
Echo Ridge SOLD 7/13	Indianapolis, IN	208	0	208	Aug-04 acquisition
Palm Valley SOLD 3/11	Goodyear, AZ	264	0	264	Sep-04 acquisition
Ashton Pines I	Elkhart, IN	144	106	38	Dec-03
North Lake	Elkhart, IN	192	167	25	Mar-04
Brownsburg Pointe II	Brownsburg, IN	80	71	9	Dec-03
Brainard Landings I	Lincoln, IL	56	56	0	Aug-04
Princeton Lakes	Noblesville, IN	208	208	0	Apr-05
Knollwood Crossing II	Hamilton, OH	128	128	0	Jan-05
Cedars at Rivers Bend	South Lebanon, OH	176	176	0	Aug-06
Whispering Pines II	Coldwater, MI	44	44	0	Aug-04
Heights at Knollwood Crossing	Hamilton, OH	192	0	192	May-06
Crooked Creek II	Kansas City, MO	112	112	0	May-07
Danbury Court II	Bloomington, IL	128	96	32	Jul-06
Saddlebrook III	Henderson, KY	48	48	0	Dec-05
Springview II	Newburgh, IN	66	66	0	Aug-06
Lakes of Beavercreek	Beavercreek, OH	212	0	212	Jan-08
Southwind Lakes I	Memphis, TN	200	200	0	Apr-07
Teal Run II	Battle Creek, MI	76	0	76	Jun-06
Preserve of Avon	Avon, IN	128	113	15	Aug-06
Trotters Pointe I	Greenwood, IN	256	0	256	May-07
Stoneridge I	Kearney, NE	80	70	10	Nov-06

**ATTACHMENT 4****PEDCOR INVESTMENTS MULTIFAMILY DEVELOPMENT PORTFOLIO**

<b>Name</b>	<b>Location</b>	<b>Total Units</b>	<b>LIHTC</b>	<b>Market</b>	<b>Completion Date</b>
Alderwood Estates	Bay City, MI	150	150	0	May-07
Trotters Pointe II	Greenwood, IN	120	106	14	Apr-07
GreyStone I	Noblesville, IN	236	236	0	Jan-08
Clay Terrace I	Kansas City, MO	210	210	0	Sep-08
Southwind Lakes II	Memphis, TN	76	0	76	Aug-08
Ashland Lakes I	Memphis, TN	200	200	0	Nov-07
Avalon Lakes	Marion, OH	176	176	0	Apr-08
Riverbend II	Grand Island, NE	96	81	15	Feb-08
Masters II	Valparaiso, IN	64	54	10	Jan-08
Weatherly Ridge I	Antioch, TN	192	192	0	Jan-09
Delaware Trace I	Evansville, IN	112	95	17	Mar-08
Alison Pointe I	Foley, AL	128	128	0	Jun-08
Brainard Landings II	Lincoln, IL	46	46	0	Dec-07
Valley View I	Moline, IL	192	192	0	May-09
Timber Ridge I	Lynchburg, VA	96	96	0	Jul-08
Retreat at Dry Creek Farms I	Goodlettsville, TN	176	176	0	Feb-09
Cross Creek I	Davenport, IA	192	192	0	May-09
Alison Pointe II	Foley, AL	128	0	128	Jun-08
Irvington Heights I	Omaha, NE	160	160	0	Oct-09
Timber Ridge II	Lynchburg, VA	72	72	0	Nov-09
Forest Ridge	Indianapolis, IN	220	220	0	Jan-10
Ashland Lakes II	Memphis, TN	212	212	0	Oct-09
GreyStone II	SOLD 7/12 Noblesville, IN	216	0	216	Dec-09
Ashton Pines II	Elkhart, IN	144	144	0	Jan-10
Weatherly Ridge II	Antioch, TN	48	48	0	Dec-09
Residences at Carmel City Center	Carmel, IN	106	0	106	Sep-10
Cross Creek II	Davenport, IA	144	144	0	Aug-10
Whisper Ridge	West Des Moines, IA	208	208	0	Sep-10
Bradford Park	Indianapolis, IN	96	81	15	Sep-10
Prairie Meadows I	Greenfield, IN	100	85	15	Dec-10
Franklin Cove I	Indianapolis, IN	100	85	15	Oct-10
Stoneridge II	Kearney, NE	24	24	0	Oct-10
Irvington Heights II	Omaha, NE	32	32	0	Nov-10
Trotters Pointe III	Greenwood, IN	96	96	0	Jun-11
Village Park	Waukegan, IL	126	113	13	Oct-11
Appleton I	Lincoln, NE	84	84	0	Oct-11
Cimarron Terrace I	La Vista, NE	84	84	0	Nov-11
May River Village <sup>4</sup>	Bluffton, SC	68	68	0	Jan-12
Steeple on Washington	Indianapolis, IN	144	144	0	Dec-12
Cimarron Terrace II	La Vista, NE	48	38	10	Aug-12
Fletcher Estates I	Ankeny, IA	48	48	0	Nov-12
Walnut Manor	Muncie, IN	120	120	0	Nov-11 acquisition
Single Family Rentals	Evansville, IN	57	0	57	Dec-11 acqu/rehab
Harborview	National City, CA	75	0	75	Jan-12 acqu/rehab
The Cove	Bear Valley, CA	24	0	24	Jan-12 acqu/rehab
Foxbrook	Muncie, IN	40	0	40	Mar-12 acqu/rehab
Centro	National City, CA	60	0	60	Apr-12 acqu/rehab
Retreat at Dry Creek Farms II	Goodlettsville, TN	92	92	0	Sep-13
Congress Parkway	Crystal Lake, IL	60	60	0	Nov-14

**ATTACHMENT 4**  
**PEDCOR INVESTMENTS MULTIFAMILY DEVELOPMENT PORTFOLIO**

<b>Name</b>	<b>Location</b>	<b>Total Units</b>	<b>LIHTC</b>	<b>Market</b>	<b>Completion Date</b>
Franklin Cove II <sup>5</sup>	Indianapolis, IN	64	64	0	Jul-14
Trotters Pointe IV <sup>5</sup>	Greenwood, IN	24	24	0	May-14
Nash Building	Carmel, IN	30	0	30	Feb-15
Retreat on Washington	Indianapolis, IN	62	62	0	May-15
Appleton II	Lincoln, NE	56	56	0	Sep-14
Meadows at Dunkirk	Aurora, CO	204	204	0	Jun-16
Ashley Estates	Loveland, CO	224	224	0	Jun-16
William Cannon	Austin, TX	252	252	0	Jun-16
Delaware Trace II <sup>5</sup>	Evansville, IN	80	80	0	Jan-16
Heights on Parmer	Austin, TX	252	252	0	3rd Qtr 16
Sunset View	Beaverton, OR	236	236	0	1st Qtr 17
Bluffs at Walnut Creek	Raleigh, NC	198	198	0	2nd Qtr 17
Tuckaway	Cedar Park, TX	256	256	0	3rd Qtr 17
Clay Terrace II	Kansas City, MO	48	48	0	1st Qtr 17
Prairie Meadows II	Greenfield, IN	76	76	0	2nd Qtr 17
Garden Place	Cary, IL	60	60	0	2nd Qtr 17
Briar Green	Durham, NC	200	200	0	4th Qtr 17
Baldwin Chambers	Carmel, IN	26	0	26	1st Qtr 18
<b>Totals</b>		<b>20,579</b>	<b>14,894</b>	<b>5,685</b>	

<sup>1</sup> Co-developed and constructed as a joint venture with Eastside Community Investments, Inc., a 501©3.

<sup>2</sup> Developed and constructed for the sole benefit of Martin Luther King Community Development Corporation, a 501©3.

<sup>3</sup> Developed and constructed for the sole benefit of Affordable Housing Partners, Inc. a 501©3.

<sup>4</sup> Co-developed as a joint venture with Bennett & Reindl, LLC.

<sup>5</sup> Developed and constructed for the sole benefit of United Fidelity Bank d/b/a Village Capital Corporation.

In aggregate, all of Pedcor's affiliated management companies currently manage **16,971** units.

# **PEDCOR MANAGEMENT**

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## **PEDCOR PROPERTY MANAGEMENT**

Pedcor Investments currently has three full service property management companies.

**Pedcor Management Corp.** was formed in October of 1987 and is owned 50% by Gerald K. Pedigo and 50% by Bruce A. Cordingley. Pedcor Management Corp. was established to manage multifamily properties developed by Pedcor Investments and its related entities. In addition to managing properties developed by Pedcor Investments, in June of 2000, Pedcor Investments purchased, and Pedcor Management Corp. assumed management responsibilities of, the Village Community Development Corporation (“Village”) affordable housing portfolio from United Fidelity Bank of Evansville, IN. The Village portfolio includes 8 properties consisting of 17 different partnerships with 900 units located within Indiana, Kentucky and Illinois. Management of the overall day-to-day operations of Pedcor Management Corp. is split between two Division Presidents, Kim Losacker and Margie Williamson.

Kim Losacker, CPM, Division President, obtained her BS from DePauw University in Greencastle, IN. She started her property management career in 1985 in southern California as a part time leasing representative. She has been leasing and marketing, and eventually managing, tax credit developments since inception of the IRC Section 42 tax credit program. She joined Pedcor Management Corp. in 1993 as Property Site Manager and has since worked her way to Division President. Her professional designations include being a Certified Property Manager (“CPM”) under IREM Chapter 24 in Indianapolis and a Housing Credit Certified Professional (“HCCP”) as certified by the National Association of Home Builders (“NAHB”) Multifamily Division.

Margie Williamson, CPM, Division President, obtained her BS from Indiana University in Bloomington, IN. Her career in property management began in 1988 with a new construction lease up in downtown Indianapolis. In 1989 she joined Pedcor Management Corporation as site manager at a Southside property beginning its tax credit lease up. From there she was promoted to Area Manager covering several different regions within the Pedcor portfolio, with a concentration in managing IRC Section 42 Tax Credit units. From Area Manager she was promoted to EVP covering a larger portfolio, and now holds the position of Division President. She received her CPM designation in 1995, and has served on the Executive Council with the Indianapolis chapter of the Institute of Real Estate Management (IREM). In addition, she currently serves on the board with the Apartment Association of Indiana, and holds a Broker’s license in both Indiana and Nebraska.

**Pedcor Affordable Management, Inc.** was formed in March of 1993. Prior to the unexpected death of Sarah “Sally” A. Lentz-Crouse, Pedcor Affordable Management was owned 51.0% by Sally with 24.5% owned by Gerald K. Pedigo and 24.5% by Bruce A. Cordingley, establishing Pedcor Affordable Management, Inc. as a Woman Business Enterprise (“WBE”) to further facilitate and compliment the effort of providing affordable housing and to manage special needs programs. With settlement of the Sarah A. Lentz estate, ownership was ultimately transferred 50% to Gerald K. Pedigo and 50% to Bruce A. Cordingley and the WBE status discontinued.

**Pedcor Homes Corporation** was formed in October 1997 as a subsidiary of International City Bank (“ICB”) of Long Beach, CA for the purpose of managing acquisitions of multifamily communities for the benefit of ICB and its bank holding company, Pedcor Bancorp, in addition to select multifamily properties developed and/or acquired by Pedcor Investments. The current Pedcor

Homes Corp. management portfolio consists of 19 properties with 30 different partnerships consisting of 4,304 units located in Indiana, Michigan, Illinois, Tennessee, Arizona and California under the auspices of Richard B. McCool.

Richard B. McCool, CPM, Executive Vice President, has over 20 years of experience in the management, acquisition, disposition, development and construction of commercial properties with a primary focus on multifamily. Before joining Pedcor, this included supervising all aspects of asset management for over 3,500 units in five states for both a family owned business and Cornerstone Properties, Inc., a large property management firm located in Carmel, Indiana. He received his BS degree in Business Administration with a minor in Management from the University of Arizona in 1981. He received his CPM designation in 1987 and National Compliance Professional Executive in 2001. In August of 1999, Mr. McCool joined Pedcor Community Development Corporation as its Asset Manager with the responsibility of acquisition/rehabilitation and management of apartments primarily in the southern California area. Since then his management responsibilities include properties in California, Arizona, Indiana, Illinois and Tennessee.

### **Summary of Operations**

Pedcor's property management group in aggregate is responsible for **16,971** units including the collection and accounting of more than **\$150** million in gross annual rental proceeds. Management provides the formulation and implementation of marketing and leasing strategies, new product delivery, absorption, income and expense projections, insurance coverage coordination, completion analysis, capital expenditure projections, personnel selection, training and direction, maintenance and formulation of management systems and procedures. This process has made it possible for Pedcor to maintain an average occupancy level above 92% overall for the portfolio. In addition, Pedcor provides feasibility input for site selection and unit design and acts as construction liaison for ownership in the areas of quality control and interim operations management.

Pedcor's property management operation employs over 250 people to market, administer and maintain each Pedcor managed property. The on-site resident managers are Certified Apartment Managers ("CAM") or Accredited Resident Managers ("ARM"), or are in the process of obtaining such certifications. They are responsible for property marketing, revenue and expense control and supervision of additional property staff, including leasing and maintenance personnel. The leasing representatives are primarily responsible for apartment leasing, resident relations and retention. The maintenance personnel are responsible for property service and preventive maintenance.

### **HUD REAC Scoring**

HUD's Real Estate Assessment Center ("REAC") conducts physical property inspections of multifamily properties that are financed by HUD/FHA insured loans. Over 20,000 such inspections are conducted each year using a 100 point scoring system with the intent to ensure that HUD residents have housing that is safe, decent, sanitary and maintained in good condition. Such site inspections are conducted by HUD to monitor the physical condition of their rental housing portfolio; therefore, holding property owners and/or property managers accountable for deficiencies in housing quality. Pedcor is proud to claim that with over \$335 million in HUD 223(f) financings consisting of over 75 multifamily partnerships our average REAC score exceeds 93 points which is considered a very high standard within the overall HUD REAC scoring system.

**PEDCOR COMPANIES PROPERTY MANAGEMENT PORTFOLIO**

<b>Name</b>	<b>Location</b>	<b>Total Units</b>	<b>Tax Credit Units</b>	<b>Market Units</b>	<b>Completion Date</b>
English Village SOLD 4/07	Indianapolis, IN	208	208	0	Apr-88
Emerson Village SOLD 1/08	Indianapolis, IN	144	144	0	Nov-87
Emerson Lakes SOLD 1/08	Indianapolis, IN	208	0	208	Dec-88
Mann Village I SOLD 4/08	Indianapolis, IN	204	192	12	Jan-89
Thompson Village SOLD 4/07	Indianapolis, IN	240	240	0	Sep-89
Greenfield Village SOLD 11/08	Greenfield, IN	256	112	144	Jul-90
Port Crossing I	Portage, IN	160	160	0	Dec-89
Round Barn Manor	Greencastle, IN	112	49	63	Dec-89
Golfview	Valparaiso, IN	240	0	240	Jun-90
Mann Village II SOLD 4/08	Indianapolis, IN	132	123	9	Dec-90
Shady Knoll I	Crawfordsville, IN	112	48	64	Jan-91
Lakeview I	Franklin, IN	160	70	90	Apr-92
**Shady Knoll II	Crawfordsville, IN	48	48	0	Jul-94
Bittersweet Pointe SOLD 1/12	Mishawaka, IN	116	116	0	Dec-93
+Ohio Street Townhomes (1)	Indianapolis, IN	20	20	0	Dec-94
**Port Crossing II	Portage, IN	96	96	0	Jun-95
**Cedar Run	Huntington, IN	104	104	0	Jun-95
Woodland Crossing II	Michigan City, IN	80	80	0	Aug-95
Shady Knoll III	Crawfordsville, IN	48	48	0	Mar-95
Lakeview II	Franklin, IN	64	64	0	Oct-95
Woodland Crossing I	Michigan City, IN	64	64	0	Jun-96
Port Crossing III	Portage, IN	176	96	80	Aug-96
+Pinewood SOLD 6/03	El Cajon, CA	56	56	0	Jun-97 acquisition
Sycamore Springs I	Seymour, IN	128	128	0	July-97
Lyons Gate	Miamisburg, OH	240	176	64	Feb-98
+Bella Vista SOLD 3/13	El Cajon, CA	150	150	0	Apr-98 acquisition
Coburn Place Safehaven (2) T'd Dec-	Indianapolis, IN	35	35	0	Mar-97 mgt. contract
Willow Lake	Lima, OH	192	192	0	Jan-99
Berrien Woods I	Niles, MI	72	72	0	Apr-99
+Sierra Vista SOLD 6/00	Lake Elsinore, CA	81	0	81	May-99 acquisition
**Cumberland Crossing	Fishers, IN	232	232	0	Aug-99
+Eagle Ridge SOLD 8/04	Colton, CA	144	0	144	Aug-99 acquisition
Crystal Glen I	Findlay, OH	192	192	0	Mar-00
Berrien Woods II	Niles, MI	56	56	0	Aug-99
+Racquet Club SOLD 3/02	Highland, CA	92	0	92	Nov-99 acquisition
+Amberwood Villas SOLD 1/04	Hemet, CA	180	0	180	Feb-00 acquisition
+Hickory Knoll	Anderson, IN	64	64	0	May-00 mgt. contract
+Villa Del Sol SOLD 12/01	Temecula, CA	48	0	48	May-00 acquisition
Sycamore Springs II	Seymour, IN	80	0	80	Jun-00
Vann Park I	Evansville, IN	44	40	4	Jun-00 acquisition
Vann Park II	Evansville, IN	48	48	0	Jun-00 acquisition
Vann Park III	Evansville, IN	64	32	32	Jun-00 acquisition
Vann Park IV	Evansville, IN	40	40	0	Jun-00 acquisition

**ATTACHMENT 4**

+Prairie Green I	Urbana, IL	56	56	0	Jun-00 acquisition
+Prairie Green II	Urbana, IL	48	24	24	Jun-00 acquisition
+Prairie Green III	Urbana, IL	48	48	0	Jun-00 acquisition
Autumn Trace I	Kokomo, IN	64	64	0	Jun-00 acquisition
Autumn Trace II	Kokomo, IN	64	32	32	Jun-00 acquisition
Deerfield I	Kendallville, IN	40	40	0	Jun-00 acquisition
Deerfield II	Kendallville, IN	40	40	0	Jun-00 acquisition
+Fox Hill I	Bloomington, IL	40	40	0	Jun-00 acquisition
+Fox Hill II	Bloomington, IL	48	48	0	Jun-00 acquisition
Saddlebrook I	Henderson, KY	40	40	0	Jun-00 acquisition
Saddlebrook II	Henderson, KY	40	40	0	Jun-00 acquisition
Edgewater	Greensburg, IN	80	40	40	Jun-00 acquisition
Springview I	Newburgh, IN	96	48	48	Jun-00 acquisition
+Lake Breeze SOLD 6/04	Hemet, CA	74	0	74	Jun-00 acquisition
+Sky Terrace SOLD 6/04	Hemet, CA	20	0	20	Jun-00 acquisition
+Whispering Pines SOLD 6/04	Hemet, CA	50	0	50	Jun-00 acquisition
**Waterfront Pointe	Indianapolis, IN	192	182	10	Mar-01
**Crystal Glen, Phase II (3)	Findlay, OH	64	48	16	Oct-00
**Knollwood Crossing I (3)	Hamilton, OH	240	180	60	Sep-01
**Autumn Woods I (3)	Crawfordsville, IN	96	72	24	Jul-00
Teal Run I	Battle Creek, MI	150	100	50	Nov-02
Crooked Creek I	Kansas City, MO	176	176	0	Nov-02
**Brownsburg Pointe I	Brownsburg, IN	80	64	16	Aug-01
**The Overlook	Elkhart, IN	188	188	0	Jul-02
Golf Pointe	Columbus, OH	228	228	0	Jul-02
Sand Creek I	Adrian, MI	96	96	0	Oct-01 acquisition
Berrien Woods III	Niles, MI	128	77	51	Sep-02
Whispering Pines I	Coldwater, MI	112	112	0	Nov-02
**Autumn Woods II (3)	Crawfordsville, IN	96	72	24	Jun-02
Lake Pointe SOLD 10/07	Portage, IN	192	0	192	Dec-02
Riverbend I	Grand Island, NE	160	128	32	Feb-04
**Lakes of Georgetown	Indianapolis, IN	208	156	52	Dec-03
Sand Creek II	Adrian, MI	126	76	50	Sep-03
**The Masters I	Valparaiso, IN	176	88	88	Sept-03
+Danbury Court I	Bloomington, IL	128	96	32	Apr-04
**Ashton Pines I	Elkhart, IN	144	106	38	Dec-03
**North Lake	Elkhart, IN	192	167	25	Mar-04
**Brownsburg Pointe II	Brownsburg, IN	80	71	9	Dec-03
+Brainard Landings I	Lincoln, IL	56	56	0	Aug-04
**Princeton Lakes	Noblesville, IN	208	208	0	Apr-05
Knollwood Crossing II	Hamilton, OH	128	128	0	Jan-05
Cedars at Rivers Bend	South Lebanon, OH	176	176	0	Aug-06
Whispering Pines II	Coldwater, MI	44	44	0	Aug-04
+Allegro SOLD 7/07	Phoenix, AZ	264	0	264	Mar-04 acquisition
+Lions Creek	Noblesville, IN	502	0	502	Jun-04 acquisition
+Echo Ridge SOLD 7/13	Indianapolis, IN	208	0	208	Aug-04 acquisition
Heights at Knollwood Crossing	Hamilton, OH	192	0	192	May-06

**ATTACHMENT 4**

Crooked Creek II	Kansas City, MO	112	112	0	May-07
+Palm Valley SOLD 3/11	Goodyear, AZ	264	0	264	Sep-04 acquisition
+Danbury Court II	Bloomington, IL	128	96	32	Jul-06
**Saddlebrook III	Henderson, KY	48	48	0	Dec-05
**Springview II	Newburg, IN	66	66	0	Sep-06
Lakes of Beaver creek	Beavercreek, OH	212	0	212	Jan-08
+Southwind Lakes I	Memphis, TN	200	200	0	Apr-07
Teal Run II	Battle Creek, MI	76	0	76	Jun-06
Preserve of Avon	Avon, IN	128	113	15	Aug-06
+Trotters Pointe I	Greenwood, IN	256	0	256	May-07
Stoneridge I	Kearney, NE	80	70	10	Nov-06
Alderwood Estates	Bay City, MI	150	150	0	May-07
+Trotters Pointe II	Greenwood, IN	120	106	14	Apr-07
+GreyStone I	Noblesville, IN	236	236	0	Jan-08
Clay Terrace I	Kansas City, MO	210	210	0	Sep-08
+Southwind Lakes II	Memphis, TN	76	0	76	Aug-07
+Ashland Lakes I	Memphis, TN	200	200	0	Nov-07
Avalon Lakes	Marion, OH	176	176	0	Apr-08
Riverbend II	Grand Island, NE	96	81	15	Feb-08
**Masters II	Valparaiso, IN	64	54	10	Jan-08
+Weatherly Ridge I	Antioch, TN	192	192	0	Jan-09
**Delaware Trace I	Evansville, IN	112	95	17	Mar-08
Alison Pointe I	Foley, AL	128	128	0	Jun-08
+Brainard Landings II	Lincoln, IL	46	46	0	Dec-07
Valley View I	Moline, IL	192	192	0	May-09
Timber Ridge I	Lynchburg, VA	96	96	0	Jul-08
+Retreat at Dry Creek Farms I	Goodlettsville, TN	176	176	0	Feb-09
Cross Creek I	Davenport, IA	192	192	0	May-09
Alison Pointe II	Foley, AL	128	0	128	Jun-08
Irvington Heights I	Omaha, NE	160	160	0	Oct-09
Timber Ridge II	Lynchburg, VA	72	72	0	Nov-09
Forest Ridge	Indianapolis, IN	220	220	0	Jan-10
+Ashland Lakes II	Memphis, TN	212	212	0	Oct-09
+GreyStone II SOLD 7/12	Noblesville, IN	216	0	216	Dec-09
Ashton Pines II	Elkhart, IN	144	144	0	Jan-10
+Weatherly Ridge II	Antioch, TN	48	48	0	Dec-09
+Residences at Carmel City Center	Carmel, IN	106	0	106	Sep-10
Cross Creek II	Davenport, IA	144	144	0	Aug-10
Whisper Ridge	West Des Moines, IA	208	208	0	Sep-10
Bradford Park	Indianapolis, IN	96	81	15	Sep-10
Prairie Meadows I	Greenfield, IN	100	85	15	Dec-10
+Franklin Cove I	Indianapolis, IN	100	85	15	Oct-10
Stoneridge II	Kearney, NE	24	24	0	Oct-10
Irvington Heights II	Omaha, NE	32	32	0	Nov-10
+Trotters Pointe III	Greenwood, IN	96	96	0	Jun-11
Village Park	Waukegan, IL	126	113	13	Oct-11
Appleton I	Lincoln, NE	84	84	0	Oct-11

**ATTACHMENT 4**

Cimarron Terrace I	La Vista, NE	84	84	0	Nov-11
Steeple on Washington	Indianapolis, IN	144	144	0	Dec-12
Cimarron Terrace II	La Vista, NE	48	38	10	Aug-12
Fletcher Estates I	Ankeny, IA	48	48	0	Nov-12
Walnut Manor (PCD) T'd Jul-13	Muncie, IN	120	120	0	Nov-11 acquisition
Single Family Rentals (PCD)	Evansville, IN	57	0	57	Dec-11 acquisition
+Harborview (PCD) T'd Jul-13	National City, CA	75	0	75	Jan-12 acquisition
+The Cove (PCD) T'd Jul-13	Bear Valley, CA	24	0	24	Jan-12 acquisition
Foxbrook (PCD) T'd Jul-13	Muncie, IN	40	0	40	Mar-12 acquisition
+Centro (PCD) T'd Jul-13	National City, CA	60	0	60	Apr-12 acquisition
+Retreat at Dry Creek Farms II	Goodlettsville, TN	92	92	0	Sep-13
Congress Parkway	Crystal Lake, IL	60	60	0	Nov-14
+Franklin Cove II (4)	Indianapolis, IN	64	64	0	Jul-14
+Trotters Pointe IV (4)	Greenwood, IN	24	24	0	May-14
+Nash Building	Carmel, IN	30	0	30	Feb-15
Retreat on Washington	Indianapolis, IN	62	62	0	May-15
Appleton II	Lincoln, NE	56	56	0	Sep-14
Meadows at Dunkirk	Aurora, CO	204	204	0	Jun-16
Ashley Estates	Loveland, CO	224	224	0	Jun-16
William Cannon	Austin, TX	252	252	0	Jun-16
Delaware Trace II	Evansville, IN	80	80	0	Jan-16
Heights on Parmer	Austin, TX	252	252	0	3rd Qtr 16
Sunset View	Beaverton, OR	236	236	0	1st Qtr 17
Bluffs at Walnut Creek	Raleigh, NC	198	198	0	2nd Qtr 17
Tuckaway	Cedar Park, TX	256	256	0	3rd Qtr 17
Clay Terrace II	Kansas City, MO	48	48	0	1st Qtr 17
Prairie Meadows II	Greenfield, IN	76	76	0	2nd Qtr 17
Garden Place	Cary, IL	60	60	0	2nd Qtr 17
Briar Green	Durham, NC	200	200	0	4th Qtr 17
Balwin Chambers	Carmel, IN	26	0	26	1st Qtr 18
<b>TOTALS</b>		<b>20,656</b>	<b>14,971</b>	<b>5,685</b>	

**ATTACHMENT 4****PROPERTIES SOLD / MANAGEMENT CONTRACT TERMINATION**

+Sierra Vista	Lake Elsinore, CA	(81)	0	(81)	SOLD Jun-00
+Villa Del Sol	Temecula, CA	(48)	0	(48)	SOLD Dec-01
+Racquet Club	Highland, CA	(92)	0	(92)	SOLD Mar-02
+Pinewood	El Cajon, CA	(56)	(56)	0	SOLD Jun-03
+Amberwood Villas	Hemet, CA	(180)	0	(180)	SOLD Jan-04
+Lake Breeze	Hemet, CA	(74)	0	(74)	SOLD Jun-04
+Sky Terrace	Hemet, CA	(20)	0	(20)	SOLD Jun-04
+Whispering Pines	Hemet, CA	(50)	0	(50)	SOLD Jun-04
+Eagle Ridge	Colton, CA	(144)	0	(144)	SOLD Aug-04
English Village	Indianapolis, IN	(208)	(208)	0	SOLD Apr-07
Thompson Village	Indianapolis, IN	(240)	(240)	0	SOLD Apr-07
+Allegro	Phoenix, AZ	(264)	0	(264)	SOLD Jul-07
Lake Pointe	Portage, IN	(192)	0	(192)	SOLD Oct-07
Emerson Village	Indianapolis, IN	(144)	(144)	0	SOLD Jan-08
Emerson Lakes	Indianapolis, IN	(208)	0	(208)	SOLD Jan-08
Mann Village I	Indianapolis, IN	(204)	(192)	(12)	SOLD Apr-08
Mann Village II	Indianapolis, IN	(132)	(123)	(9)	SOLD Apr-08
Greenfield Village	Greenfield, IN	(256)	(112)	(144)	SOLD Nov-08
+Palm Valley	Goodyear, AZ	(264)	0	(264)	SOLD Mar-11
Bittersweet Pointe	Mishawaka, IN	(116)	(116)	0	SOLD Jan-12
Coburn Place Safehaven	Indianapolis, IN	(35)	(35)	0	TERMINATED Dec-12
+Bella Vista	El Cajon, CA	(150)	(150)	0	SOLD Mar-13
+Echo Ridge	Indianapolis, IN	(208)	0	(208)	SOLD Jul-13
Walnut Manor (PCD)	Muncie, IN	(120)	(120)	0	TERMINATED Jul-13
+Harborview (PCD)	National City, CA	(75)	0	(75)	TERMINATED Jul-13
+The Cove (PCD)	Bear Valley, CA	(24)	0	(24)	TERMINATED Jul-13
Foxbrook (PCD)	Muncie, IN	(40)	0	(40)	TERMINATED Jul-13
+Centro (PCD)	National City, CA	(60)	0	(60)	TERMINATED Jul-13
<b>ADJUSTED TOTAL</b>		<b>16,971</b>	<b>13,475</b>	<b>3,496</b>	

All properties are managed by Pedcor Management Corp. unless otherwise indicated per the following:

\*\* Managed by Pedcor Affordable Management, Inc.

+ Managed by Pedcor Homes Corporation.

- (1) Co-developed and managed for the benefit of Eastside Community Investments, Inc.
- (2) Developed and managed for the benefit of Martin Luther King Community Development Corporation.
- (3) Developed and managed for the benefit of Affordable Housing Partners, Inc.
- (4) Developed and managed for the benefit of United Fidelity Bank d/b/a Village Capital Corporation.

PCD is a Pedcor affiliate specializing in acquisition/rehab opportunities.

**PEDCOR GROUP  
ORGANIZATION**

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# THE PEDCOR COMPANIES

## Organizational Summary

PEDCOR  
INVESTMENTS,  
A LIMITED  
LIABILITY  
COMPANY

PEDCOR  
CAPITAL, LLC

PEDCOR  
FINANCIAL, LLC

The Pedcor Companies are owned and controlled by Gerald K. Pedigo, Bruce A. Cordingley and Phillip J. Stoffregen. The Pedcor Companies are principally and actively involved in banking, multifamily and commercial real estate development, construction, management, accounting, financing, insurance, law, architecture and engineering.

# PEDCOR INVESTMENTS COMPANIES

PEDCOR INVESTMENTS,  
A Limited Liability Company (PILLC)

**PEDCOR  
DEVELOPMENT  
CORPORATION (PDC)**

**PEDCOR  
DEVELOPMENT  
SERVICES, LLC (PDS)**

**PEDCOR  
DEVELOPMENT  
ASSOCIATES, LLC (PDA)**

PROVIDES DEVELOPMENT  
SERVICES FOR  
PEDCOR INVESTMENTS  
MULTIFAMILY PROPERTIES

**PEDCOR  
CONSTRUCTION  
CORPORATION (PCC)**

**PEDCOR  
CONSTRUCTION  
MANAGEMENT, LLC (PCM)**

PROVIDES CONSTRUCTION  
MANAGEMENT SERVICES  
FOR PROPERTIES  
DEVELOPED BY  
PEDCOR INVESTMENTS

**PEDCOR  
MANAGEMENT  
CORPORATION (PMC)**

**PEDCOR  
AFFORDABLE  
MANAGEMENT, INC. (PAM)**

PROVIDES PROPERTY  
MANAGEMENT SERVICES  
FOR PROPERTIES  
DEVELOPED BY  
PEDCOR INVESTMENTS

**SIGNATURE  
CONSTRUCTION,  
LLC**

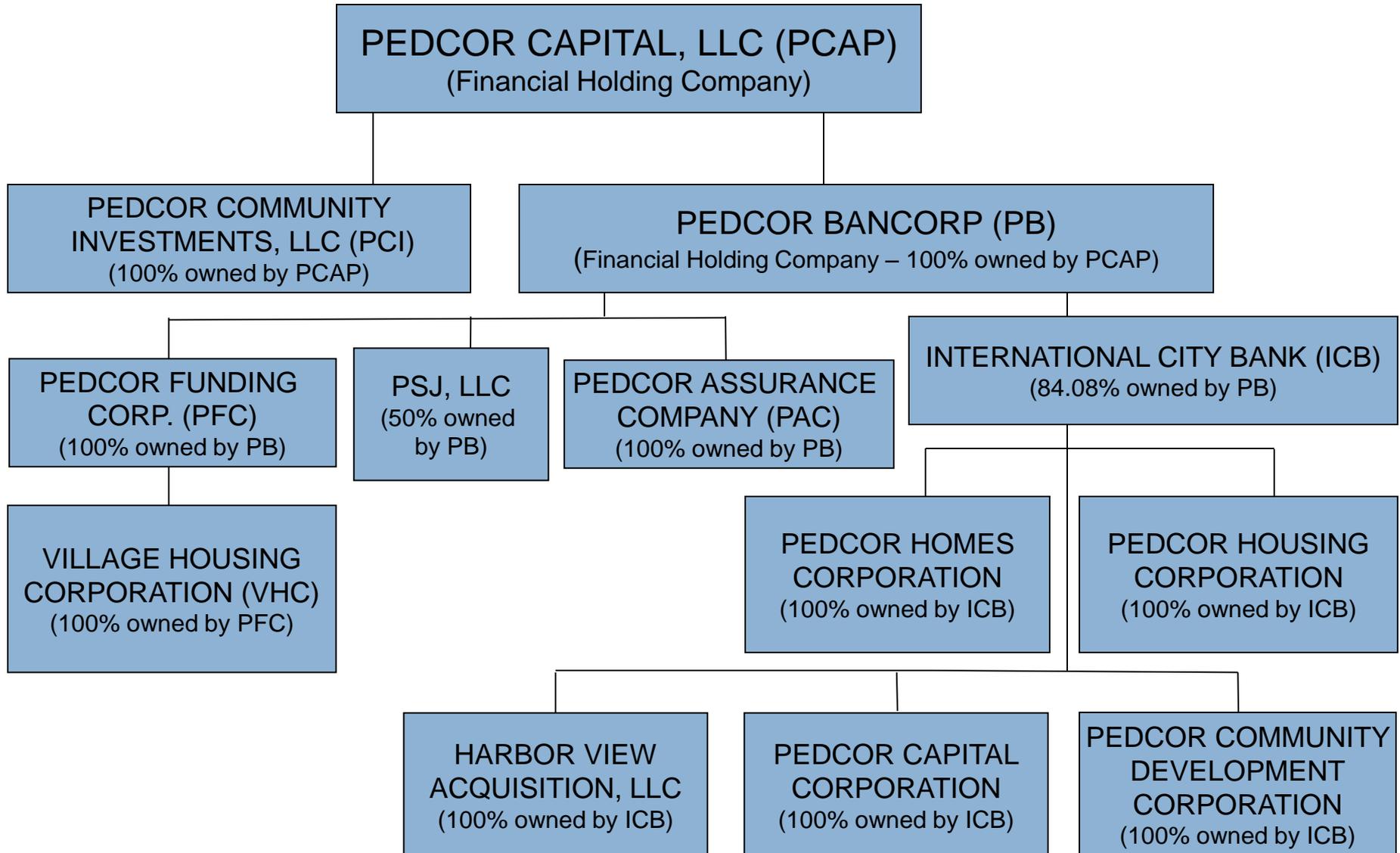
PROVIDES GENERAL  
CONTRACTOR SERVICES  
FOR PROPERTIES  
DEVELOPED BY  
PEDCOR INVESTMENTS

**125+ SINGLE ASSET LIMITED PARTNERSHIPS**

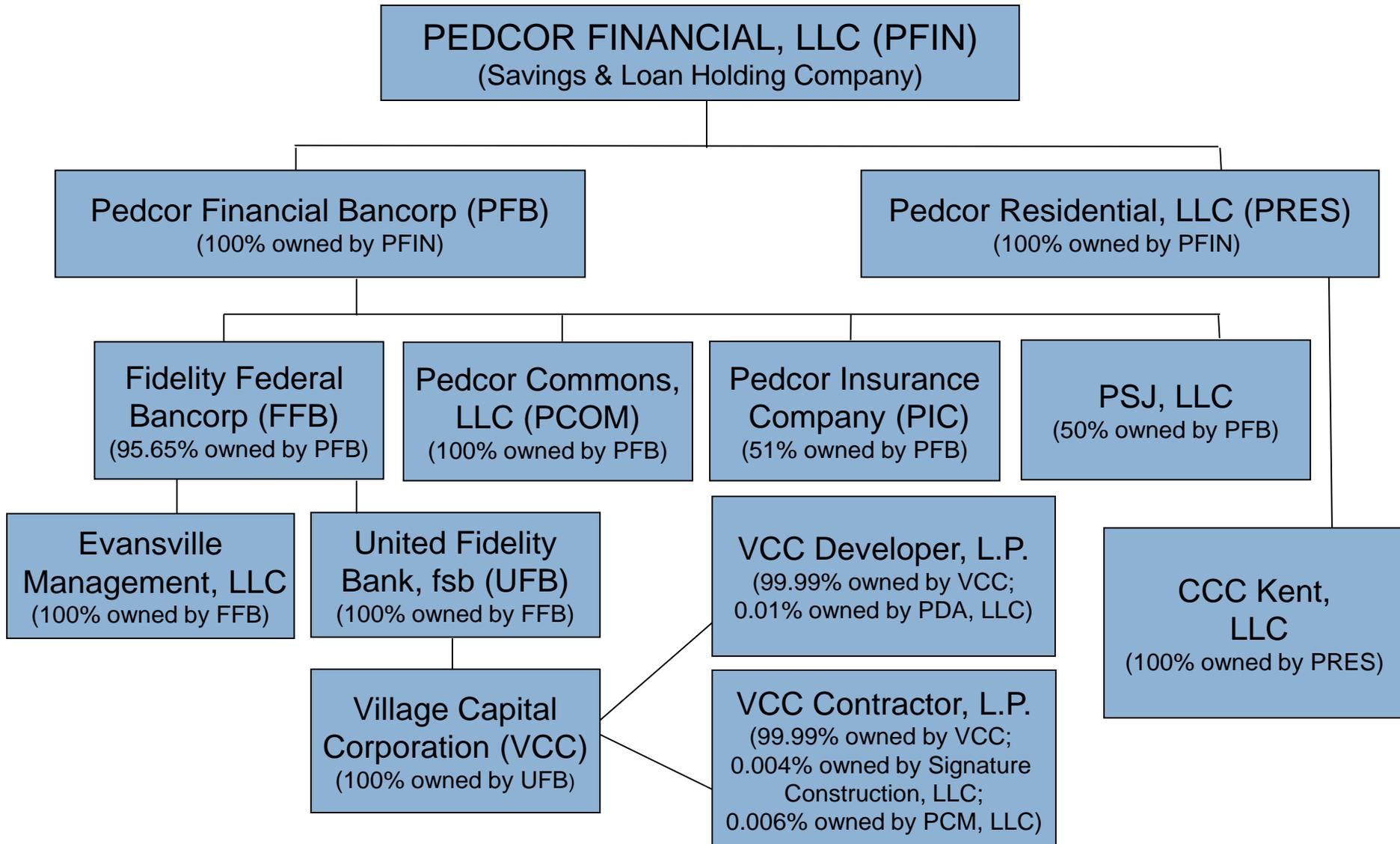
**PEDCOR OFFICE, LLC**  
CARMEL, INDIANA MIXED USE DEVELOPMENTS

PDC, PDS, PDA, PCC, PCM, PMC, PAM & PEDCOR OFFICE ARE AFFILIATES, NOT SUBSIDIARIES, OF PEDCOR INVESTMENTS

# PEDCOR CAPITAL COMPANIES



# PEDCOR FINANCIAL COMPANIES ATTACHMENT 4



# **MARKETING AMENITIES**

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## **MARKETING AMENITIES**

Pedcor Investments, A Limited Liability Company ("Pedcor") is Indiana's leader in the development and management of affordable housing under the IRC Section 42 federal housing tax credit program. Pedcor's success is the direct result of comprehensive planning in the areas of marketing research and construction techniques. Timely demographic studies are an integral part of the planning process. These tools, combined with Title 8 requirements, are used to develop an apartment community that is appealing to everyone.

Our overall property design evolves and improves with each new community. Pedcor has always followed the highest industry standards for construction and energy efficiency. Most Pedcor properties today receive federally-designated Energy Star certification. Pedcor properties include all standard necessities, plus upgrades and amenities not common in many competing affordable housing projects. In most of the communities we build today, our standard amenities package is extensive and impressive.

### **Individual Entryways**

Instead of a common area hallway, we give our tenants individual access to their units. This provides private ingress and egress, and eliminates hallway maintenance and noise.



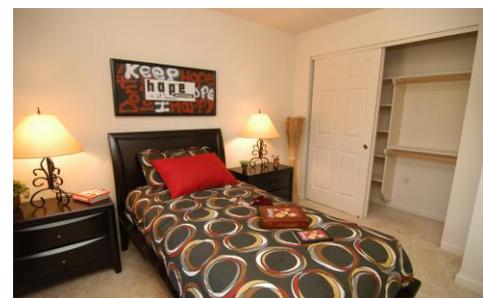
### **Separate Dining Area**

The separate area for dining provides a comfortable space conducive to family dining, just like in modern homes.



### **Large Closet Space**

Our residents appreciate large closet spaces for clothing, supplies, and other storage. Our newer units have walk-in closets with built-in shelves.





### **Room Design**

Room sizes are designed to easily accommodate one to six occupants. Careful space planning is necessary to accommodate furniture, beds and appliances. Phone jacks and electrical outlets are placed for easy access.

### **Large Private Storage Room**

Because of the emphasis on recreation and exercise, our units feature individual private storage for bicycles, toys, tools and/or patio belongings.



### **Washer/Dryer Closet Hook-ups**

Residents preferring not to transport laundry away from their apartments can have washers and dryers installed in their units. This is especially convenient in bad weather. The utility closet can also be used for additional storage. On-site laundry facilities are also provided at each community.

### **Private Patios and Balconies**

Every Pedcor unit includes a patio or balcony that is ideal for sunning, relaxing or decorating.

### **Patio Doors**

Insulated doors with an Energy Star rating and five (5) year warranty are now standard.



### **Bathrooms**

Residents desire plenty of vanity space and large mirrors. Our vanities have several drawers for storage, and all bathrooms feature large wall-mounted vanity mirrors.

**Curb Appeal**

Abundant landscaping is provided and maintained by professional landscape companies to enhance appeal. Each property is inspected and cleaned on a daily basis to provide a favorable first impression. Additionally, detailed inspections are performed quarterly, and any necessary maintenance is performed on a timely basis.



**Standard Unit Amenities**

-  Dishwasher
-  Garbage disposal
-  Frost-free refrigerator
-  Electric range with self-cleaning oven
-  Range hood
-  Double kitchen sinks
-  Pantry
-  Wood-paneled kitchen cabinets
-  Separate dining area
-  Vanity/dressing area
-  Washer/dryer hook-ups
-  Mini and vertical blinds
-  Wall to wall carpeting
-  Ceramic tile bathroom and kitchen
-  Built-in light fixtures
-  Linen closet
-  Walk-in closets
-  Built-in shelving in closets
-  Patio or balcony
-  Private exterior storage
-  Central air conditioning
-  Energy Star certified heating and cooling systems
-  Energy Star windows and sliding glass doors
-  Cable ready
-  High-speed Internet
-  Deadbolt locks and peepholes
-  Smoke detectors
-  Lake views



**Standard Community Amenities**

-  Swimming pool with sundeck
-  Clubhouse
-  Central laundry area
-  Playground/tot lot
-  Fitness center
-  Business center
-  Picnic tables and BBQ grills
-  Carports and/or parking garages
-  Lake



**Clubhouse Building**

Each Pedcor project includes a full service clubhouse facility including rental office, community room with complete kitchen amenities, computer center, exercise room, swimming pool, playground area and maintenance facility.



**Building Design**

Every Pedcor building is designed to enhance curb appeal and constructed to provide long-term durability. Brick, aluminum fascia and soffit are almost maintenance free. The fiber cement siding or vinyl siding has a fifty (50) year non-prorated warranty that is transferable.

**Windows**

Double pane Energy Star windows provide above average insulation and little or no condensation.

**Parking**

Careful attention goes into the selection of the appropriate number and location of parking spaces. Carports and Garages are built in most of our communities. Specific locations and totals are based on the types of units on each property.



**Maintenance**

A qualified person is available to perform routine, preventative and 24-hour emergency maintenance. Procedures are available in a Standard Operating Manual.

**Market Surveys**

Market surveys are performed by management prior to opening, then quarterly during the operation of the community. This serves as a development feasibility indicator and a reference for comparing the competition.

**Marketing**

Pedcor pre-markets its properties prior to the completion of the first building. Pedcor goes beyond the normal marketing concept. Prospects can talk with a representative months before construction is complete. These prospects receive a personal opening announcement and brochure. Dozens of employers receive brochures prior to opening via a specifically designed outreach program. Our goal is to have pre-leasing in place as each building becomes ready for occupancy.



# **DEVELOPMENT PORTFOLIO**

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RESERVED FOR  
ADULT RESIDENTS

RETREAT ON WASHINGTON

615

















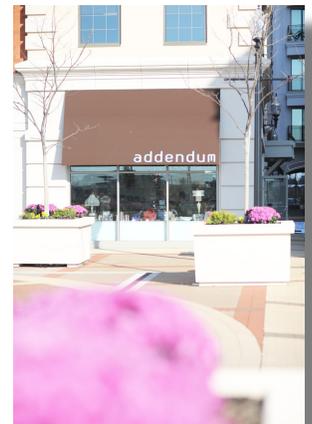


# **CARMEL CITY CENTER**

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SHOP. DINE. ENJOY. LIVE.



CARMELCITYCENTER.COM

Carmel City Center is a one million square foot, \$300 million, mixed-use development located in the heart of Carmel, Indiana. A destination like no other in central Indiana, the project offers the appeal of a neighborhood and the vibrancy of a downtown. Carmel City Center features luxurious residences, specialty retail and restaurants and premier office space. Phase One includes 62,427 square feet of commercial space. The Nash includes 9,338 square feet of commercial space.



The following restaurants and retailers are currently open in Carmel City Center: 14 Districts Weekend, Addendum, Bath Junkie, beauty + grace, Bike Line, blue bar, Brides of Carmel, Carmel Tailoring & Alterations, Century 21 Rasmussen, CenterBridge Partners, L.P., Christopher Scott Homes, Daphney Allen Skin Care, divvy, Eggshell Bistro, Fishman Fine Jewelers, Graeter's Ice Cream, Guardian Wells Financial, House of Z, Hubbard & Cravens, Indianapolis Fitness Studios, J. Benzal Menswear, Langton's Irish Pub, Matt the Miller's Tavern, Polleo Systems, Pure Concepts Salon, Silver Door Boutique Spa, Stratice Healthcare, InCycle, The Yoga Studio and WestBridge Investments. Pedcor is also in various stages of lease negotiations with other restaurant, retail and service concepts.



The apartment units in the Residences of Carmel City Center opened in summer 2010 and are now more than 80 percent occupied. The penthouse condominiums are 92 percent committed. Law firm Drewry Simmons Vornehm occupies 16,500 square feet of office space in Carmel City Center. Future phases of Carmel City Center include additional residential and commercial space as well as a boutique hotel.

Carmel City Center is the location for The Center for the Performing Arts, which includes a 1,600 seat world-class concert hall named "The Palladium," a 500-seat theater named "The Tarkington" and a 200-seat Studio Theater. The Center Green in Carmel City Center is also the home of the Carmel Farmers Market. This pedestrian-based master plan development is located at the southwest corner of Rangeline Road and City Center Drive (126th Street). The Monon Greenway runs directly through the project. Carmel City Center was developed as a public/private partnership between the City of Carmel, Pedcor City Center Development Company and numerous developers.

# Carmel City Center | Overview cont.

ATTACHMENT 4



- One million square foot mixed-use facility
- \$300 million project
- Covers 15 acres
- Exciting new downtown for Carmel
- Prestigious city-within-a-city
- Exclusive, eclectic shopping
- Exceptional dining
- Retail & Restaurants: 230,000 square feet
- Residential: 300 units
- Boutique Hotel: 102 rooms
- Office: 170,000 square feet
- Entertainment & Culture: The Tarkington and The Palladium



CARMELCITYCENTER.COM

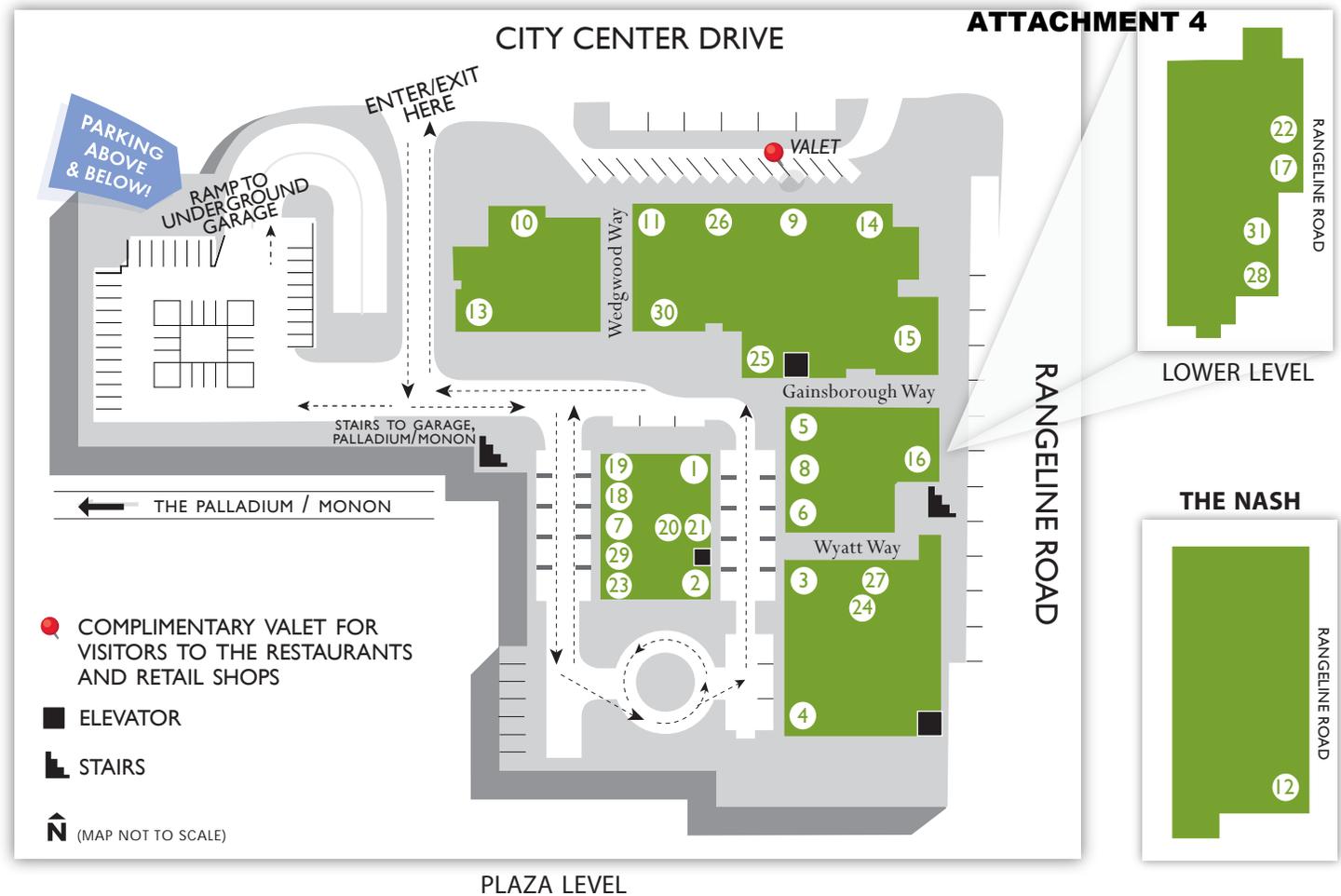


## WELCOME TO CARMEL CITY CENTER!

866.892.8990

WWW.CARMELCITYCENTER.COM

*Free valet parking is available.*



### SHOPPING

- 1 14 DISTRICTS WEEKEND & blue bar
- 2 ADDENDUM
- 3 BATH JUNKIE
- 4 beauty + grace
- 5 THE BIKE LINE
- 6 BRIDES OF CARMEL
- 7 FISHMAN FINE JEWELERS
- 8 HOUSE OF Z
- 9 J. BENZAL MENSWEAR

### DINING

- 10 DIVVY
- 11 EGGHELL BISTRO
- 12 GRAETER'S ICE CREAM - *The Nash*
- 13 HUBBARD & CRAVENS
- 14 MATT THE MILLER'S TAVERN
- 15 THE LANGTON'S IRISH PUB

### SERVICES

- 16 CARMEL TAILORING & ALTERATIONS
- 17 CENTURY 21 - RASMUSSEN - *lower level*
- 18 CENTERBRIDGE PARTNERS, L.P.

- 19 CHRISTOPHER SCOTT HOMES
- 20 DAPHNEY ALLEN SKIN CARE
- 21 DREWRY SIMMONS VORNEHM
- 22 GUARDIAN WELLS FINANCIAL - *lower level*
- 23 INCYCLE
- 24 INDYFIT
- 25 POLLEO SYSTEMS
- 26 PURE CONCEPTS SALON
- 27 RESIDENCES AT CCC LEASING OFFICE
- 28 SILVER DOOR BOUTIQUE SPA - *lower level*
- 29 THE YOGA STUDIO
- 30 UNITED FIDELITY BANK
- 31 WESTBRIDGE INVESTMENTS - *lower level*



December 20, 2016

Marc Kurbansade  
Director of Development Services  
City of Rowlett  
3901 Main Street  
Rowlett, TX 75088

Re: Request for information for The Arteca  
Lakeview Parkway & Scenic Drive Rowlett, TX

Dear Mr. Kurbansade,

We are most pleased on behalf of our development team and Saigebrook Development, LLC (“Saigebrook”) to submit this information for The Arteca Development. We are excited about the possibility of working with the City of Rowlett on the proposed development.

Saigebrook Development and its Principal, Lisa Stephens, has specialized in providing first-class affordable and workforce housing communities in urban core and suburban areas since 1996. Ms. Stephens and team have secured 14 allocations of Housing Tax Credits in the last seven application cycles in Texas and has financed and closed approximately 5,000 units in the southeastern United States. The Arteca would be Saigebrook Development’s first community in the City of Rowlett.

### **Development Team**

Saigebrook’s dedicated team includes Lisa Stephens, Principal and Team Leader and Megan Lasch, Project Manager and Primary Contact for the Arteca development venture. The development team has built its reputation not as the biggest or the busiest in the field, but as a premier affordable housing developer based on consistent quality, innovation in design and long-term viability of each development. Saigebrook will specifically oversee the Development Plan including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization of the property. Collectively, the Saigebrook team has extensive experience in all aspects of housing development including market analysis, site selection and control, planning, design, construction, financing, management and compliance. More information on each individual is included below.

### **Profile of Principals and Staff**

The key team members for Saigebrook Development, LLC are Lisa Stephens (Principal and Team Leader), and Megan Lasch (Project Manager).



The Principal and Team Leader for Arteca, **LISA STEPHENS**, has more than 15 years of experience in developing, financing and operating affordable housing. She has secured fourteen allocations of 9% Housing Tax Credits in the last seven application cycles in Texas and has financed and closed approximately 5,000 units in the southeastern United States. Ms. Stephens is the Owner and President of Saigebrook Development, LLC, a WBE/Texas HUB certified real estate development firm. Ms. Stephens was named by Affordable Housing Finance magazine as one of twelve 2009 "Young Leaders," a prestigious award honoring individuals under the age of 40 who have been nominated by their peers and colleagues as the next generation of affordable housing and community development leaders. Ms. Stephens received her BA in Accounting and Finance from the University of Florida and is certified by the U.S. Green Building Council as a LEED Green Associate. She currently serves on the National Green Building Standards' Green Advisory Council.

**MEGAN LASCH**- Originally from Grove, Oklahoma, Ms. Lasch has ten years of experience in the project management/consulting industry. Having received her Bachelor's degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects. Ms. Lasch is the Owner and President of O-SDA Industries, LLC, a City of Austin MBE/WBE/Texas HUB certified real estate development firm. Ms. Lasch is based in Austin, Texas and serves as the project manager/developer for all Saigebrook Developments. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, TDHCA application, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch serves as the Board Chair for Skillpoint Alliance, a non-profit providing technology based workforce training, and is a member of the Real Estate Council of Austin.



Saigebrook specializes in providing affordable housing for the workforce, including mixed income and mixed use concepts in several communities. The Saigebrook team is proficient in creating outdoor amenities that encourage connectivity and walkability throughout the development site and surrounding community as well as creating recreational and community living spaces in both garden style and mid-rise developments. Through strategic design of the proposed development project, the goal is to create urban style housing that is affordable to the local workforce while also providing options for market rate rental units within the community.

### **Recent Development Experience**

The three most recent developments are summarized as follows. Additional project information and a complete list of development experience including project dates, types and locations follow this response.

#### ***Barron's Branch – Waco, Texas***

**Barron's Branch** is a two-phase community redevelopment partnership with the City of Waco. Barron's Branch is a luxury styled, mixed income community located at Colcord



Avenue and 9th Street. The amenity rich development offers one, two, three and four bedroom apartments with a total of 168 units. The units include spacious floor plans, covered entries, patios and balconies, energy star rated appliances, granite countertops and spacious closets. The



first phase was complete in January 2016 and is currently 100% leased. The second phase began leasing in August of 2016. The rent for these high quality units will be held to affordable levels with the intent of alleviating some of the resident's financial burdens and allowing them a more comfortable life style.

This family community encourages an active lifestyle and connects to an improved city park via a bridge across Brazos Creek. Barron's Branch will offer a First Time Homebuyer Down Payment Assistance Program to its residents. Other community amenities include: a fully furnished clubhouse with fitness center and cyber lounge, a pool, a children's playground, a pavilion with BBQ grill and picnic tables and monthly social activities. The complex also includes a retail/classroom space that houses several non-profit organizations that provide resident education programs, such as, skills and job training, scholastic tutoring, computer proficiency classes, and visual and performing arts activities to the community free of cost.

### **Saige Meadows – Tyler, Texas**

*Finalist in the 2016 NAHB Multifamily Pillars of the Industry Awards for Best Affordable Apartment Community (up to 100 units)*

Created with the City of Tyler's working families in mind, **Saige Meadows**, offers a number of spacious 1, 2, and 3 bedroom apartments/townhomes and encourages active community engagement with a multitude of outdoor amenities. Consisting 92 mixed-income units, there are ten residential buildings, a clubhouse with amenity and leasing office space and a separate fitness center. Saige Meadows serves families at 30%, 50% and 60% of AMI, as well as market rate households. This community is the second of its kind in Tyler by this development team. The first project, Pinnacle at North Chase, opened its doors to residents in August of 2012. Given the tremendous success and outstanding quality of the North Chase property, the City of Tyler invited Saigebrook Development to explore a second development opportunity in their city. Located within Tyler's North End Revitalization plan, Saige Meadows was the result of that invitation to explore growth in North Tyler and the community will be a catalyst for future investment in the area.



The property began pre-leasing in late 2014 while still under construction with marketing based only on the designed floor plans. The property opened its doors in March of 2015 with over 50% of the units already pre-leased. Just three months later, the property was 100%

leased and remains so today with a significant waiting list. On-site amenities include: a fully-furnished clubhouse with entertainment room and Wi-Fi throughout, swimming pool, playground, fitness center, cyber lounge, picnic area with BBQ grills, and is located within Lindale ISD, a MET Standard rated district. There are multiple supportive services offered to the residents of Saige Meadows, such as: monthly on-site social activities, financial counseling services, language classes, homebuyer education, credit counseling, financial planning courses,



health screening services, computer classes, and health and nutritional seminars. Unit features include: spacious floor plans, Energy-Star appliances and fixtures, granite countertops, resilient hard-surface flooring, plentiful storage, covered entries and patios/balconies. Saige Meadows commissioned the work of Texas sculptor George Tobolowsky out of Dallas, Texas. The sculpture called “Reaching Up” is made of painted steel and stainless steel recycled elements.

Creating an energy-efficient community was an important goal for the development of Saige Meadows, and the property received a NGBS Green Certified Bronze status. Another important objective in the development of Saige Meadows was to help create jobs within the community, allow opportunities for apprenticeships and building experience, and ultimately support economic development in the City of Tyler. In order to do so, Saige Meadows hosted a Job Fair/Outreach Event for DBE/WBE/HUB’s, local firms and prime contractors to learn about the Saige Meadows project, understand the schedule and time-frame, and network with other firms to seek out partnership opportunities. The goal was to choose subcontractors from the area to support Tyler and reinvest in the community. Additionally, job opportunities were created indirectly through the subcontractor base. TDHCA anticipated that Saige Meadows would create \$6.4 million in local income and over 100 jobs through construction and management.

### *Summit Parque – Dallas, Texas*

**Summit Parque**, located in North Dallas is a mid-rise, family oriented community consisting of 100 units. With 25% market rate units, Summit Parque is a true mixed-income community. This seven-story residential development was designed with energy efficiency in mind and offers its residents unparalleled living with all the conveniences of an urban location. Summit Parque is located near the Medical City Hospital, which provides a significant employment base as well as health care services. Medical City’s facilities consist of several hospitals including Medical City Children’s



Hospital, Green Oaks Hospital, and Texas Institute for Robotic Surgery. Additionally, the residents of Summit Parque will have the opportunity to attend Richardson ISD, a MET Standard rated district. Residents live between one and three miles from the assigned schools: Hamilton Park Pacesetter Elementary, Westwood Junior High and Richardson High School.

The clubhouse and leasing facilities are located at ground level, with a two story parking garage and residential units above. Amenity centers are located on multiple levels including an outdoor terrace space for residential use, gatherings and other community functions. Specific amenities at Summit Parque include a fully furnished clubhouse with a media room, fitness center, cyber lounge, children's play area, community room, covered BBQ, and roof top terrace. Unit amenities will include a dishwasher, microwave, solid surface countertops, high efficiency appliances and lighting, hard surface flooring, walk-in closets and tile tub surrounds. Creating an energy-efficient community was an important goal for the development of Summit Parque. The community has several arrays of solar panels mounted on the roof of the building. The clean renewable energy produced will help to offset the amount of energy used by the common areas. This property has achieved an NGBS Silver Level Certification.



### **Proposed Community- The Arteca**

The proposed new construction development, The Arteca, would be located at the northeast corner of Lakeview Parkway and Scenic Drive in Rowlett, Texas. **Saigebrook will apply for 9% Housing Tax Credits** from TDHCA to finance the development and construction of the property. **Arteca will not require a zoning map change as the property is already zoned for its intended use but does anticipate zoning text amendment to clarify multi-family is allowed near high power electric lines.**

**The map below identifies the 5.22 acre site for the proposed location of The Arteca.**



**This 5.22 acre multi-family development will consist of 100-125 units** with a mix of affordability ranging from 30-60% AMI and Market Rate housing. The property will have a mix of one, two and three bedroom units in a community comprised of **three and four-story elevator served residential buildings with surface parking** throughout the community. The development will also have an onsite clubhouse/amenity center which will be integrated into the base of the residential story building.

Amenities will likely include a fully furnished clubhouse with a media room, fitness center, cyber lounge, children's play area, community room, covered BBQ area, and an outdoor community area.



**Unit amenities will include a dishwasher, solid surface countertops in kitchen and bathrooms, high efficiency appliances and lighting, hard surface flooring, walk-in closets, kitchen tile back splash and tile tub surrounds.**

To the best of our knowledge and ability, all of Saigebrook's developments comply with the Equal Opportunity Housing regulations as well as Fair Housing, ADA and UFAS standards. This Development will be designed to meet or exceed the accessibility requirements of the Federal Fair Housing Act as implemented by HUD. All common spaces will be designed to allow for accessibility to persons with limited mobility. In accordance with

TDHCA Guidelines a minimum of 5% of all units and all of the community amenity space will be designed and constructed to allow for accessibility to persons with limited mobility. An additional 2% of the units will be also designed for hearing and visual disabilities.

ADA features for the units will include but are not limited to:

- ❖ All passage doors to be 36" wide
- ❖ Knee space in both bathrooms (if applicable) for wheelchair access
- ❖ Under counter knee space in kitchen for wheelchair access
- ❖ 34" height countertop in bathroom and kitchen work area
- ❖ All individual rooms are made fully accessible by providing adequate turn radius
- ❖ Fully accessible bathtub/shower combination
- ❖ Strobe light alarms and doorbells for HV units
- ❖ Temperature controlled water valves
- ❖ Accessible light switches and outlets

Furthermore, all ground floor units will be fully adaptable, as required by the Fair Housing Act, to accommodate those with disabilities and will be modified as needed by resident request.

An accessible route will connect the accessible parking spaces to the accessible and adaptable first floor units, as well as, the common areas of the development. As a further measure to ensure

compliance, Saigebrook Development retains an Accessibility and Compliance Consultant to provide plan review and inspection services for compliance with the Texas Accessibility Standards (TAS), the Uniform Federal Accessibility Standards (UFAS), Fair Housing Act (FHA), and the International Building Code (IBC) Chapter 11.

### **Green Building**

Even before the current emphasis on Green methods and their employment in affordable housing, the Saigebrook team strived to promote energy and natural resource conservation in its communities. These efforts have had a significant positive impact in the cost of operations, and the out of pocket costs of our residents.

Such efforts might include, but are not limited to:

- ❖ Low or no VOC paint
- ❖ Use of Xeriscape landscape plantings to reduce use of water resources;
- ❖ Attic insulation of R-30 or greater;
- ❖ Windows with a shading coefficient of .67 or greater;
- ❖ Energy conserving lighting;
- ❖ Low-flow fixtures and water conserving faucets, shower heads, etc;
- ❖ High efficiency (1.28 gpf) toilets
- ❖ Energy efficient appliances such as dishwashers and refrigerators
- ❖ Use of fluorescent interior lighting and ceiling fans;
- ❖ Installation of formaldehyde free insulation;
- ❖ Healthy flooring materials.

### **Art in Public Places**

The principals of Saigebrook recognize the importance of art education. In each one of our communities we commission a local artist to create an original sculpture, mosaic, or other form of art work. Our continued commitment to Art in Public Places aims to provide a sense of community to each property and, quite often, local children are provided the opportunity to participate in the artist's creation, thereby creating a sense of pride and achievement within their neighborhood.





Arteca will provide an expansion of high quality, affordable, sustainable housing in the City of Rowlett, in a location that is currently underserved by affordable housing for families and households. We believe this development is consistent with the City's goal to provide access to livable neighborhoods and increase opportunities for self-sufficiency.

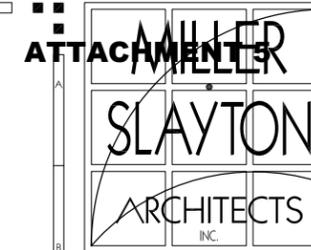
Thank you for the opportunity to submit this request. We look forward to answering any questions you may have. Please contact Megan Lasch at [megan@pinrocllc.com](mailto:megan@pinrocllc.com) or at (830) 330-0762 concerning this Response.

Sincerely,

A handwritten signature in blue ink that reads "mLasch".

Megan Lasch  
Saigebrook Development, LLC  
421 West 3<sup>rd</sup> Street Ste. 1504  
Austin, TX 78701

# Aerial Map with Proposed Project Boundary



AA26000913  
2114 NW 40th Terrace B-3  
Gainesville, Florida 32605  
P 352.377.0505  
F 352.377.0590

THE ARTECA

Scenic Drive  
Rowlett,  
Texas 75089

Client:  
The Arteca, LLC

SITE  
LOCATION

VERIFY SCALE  
OF 1" = 1'  
BAR LENGTH IS  
ONE INCH ON  
ORIGINAL DRAWING

ARCHITECTS PROJECT NUMBER:  
1700X

DRAWN BY:  
PM

DATE:  
12.20.2016

REVISIONS:  
XXXX XXXX

SITE LOCATION  
XX  
XXX



SUBJECT PARCEL  
5.2258 ACRES

SCENIC DRIVE

NEW HIGHWAY 66  
LAKEVIEW PARKWAY

SITE LOCATION



A0.01



	PROPERTY	TYPE, STYLE & TENANT MIX	CONSULTANTS	UNIT TYPE	UNIT TYPE/ SIZE (Sq. Ft.)	FINANCING SOURCES	TOTAL DEVELOPMENT COST	TAX CREDIT INVESTOR	PUBLIC AGENCY PARTNER / NON-PROFIT PARTNER	COMPLETION TIMEFRAME	TAX-CREDIT PRICING	GREEN CERTIFICATION
<b>DEVELOPMENTS COMPLETED</b>												
	Barron's Branch 817 Coloord Ave Waco, TX 76707	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: Galier, Tolson, French Design  Civil Engineer: Bannister Engineering  General Contractor: Wm. Taylor & Co.  Management: Accolade Property Management	30- 1 BR 86 - 2 BR 48 - 3 BR - 4 BR <b>Total: 168</b>	1 BR - 750 sq. ft. 2 BR - 975 sq. ft. 3 BR - 1175 sq. ft. 4 BR - 1298 sq. ft.	LIHTC - 9% (TDHCA) \$20,331,756	\$16,741,808	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 7/1/14  Completion: 12/31/16	1.01	NGBS Silver
	Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: Miller Slayton Architects  Civil Engineer: KBGE  General Contractor: Pinroc Construction  Management: Accolade Property Management	16 - 1 BR 46 - 2 BR 16 - 3 BR <b>Total: 78</b>	1 BR - 750 sq. ft. 2 BR - 975 sq. ft. 3 BR - 1175sq. ft.	LIHTC - 9% (TDHCA)	\$14,300,000	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 3/1/15  Completion: 12/31/16	1.05	NGBS Bronze
	Liberty Pass Lookout Rd and Jordan Rd Selma, TX	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: Miller Slayton Architects  Civil Engineer: Pape-Dawson Engineers  General Contractor: Pinroc Construction  Management: Accolade Property Management	12 - 1 BR 62 - 2 BR 26 - 3 BR 4 BR <b>Total: 104</b>	1 BR - 750 sq. ft. 2 BR - 975 sq. ft. 3 BR - 1175sq. ft. BR - 1298 sq. ft.	LIHTC - 9% (TDHCA)		Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 3/1/15  Completion: 3/1/16		NGBS Silver
	Summit Parque Merit Drive and LBJ Fwy Dallas, TX 75251	New Construction Mid-rise Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: 5G Studio Collaborative  Civil Engineer: Cole Engineering  General Contractor: KWA Construction  Management: Accolade Property Management	31 - 1 BR 49 - 2 BR 20 - 3 BR <b>Total: 100</b>	1 BR - 750 sq. ft. 2 BR - 950 sq. ft. 3 BR - 1150 sq. ft.	LIHTC - 9% (TDHCA) \$14,870,000	\$2,390,000	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 3/1/14  Completion: 3/1/15	0.99	NGBS Silver
	Tupelo Vue Avenue H NW and 5th St NW Winter Haven, FL 33881	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: Miller Slayton Architects  Civil Engineer: Poulos & Bennett  General Contractor: PHG Construction  Management: Professional Management, Inc.	16- 1 BR 38 - 2 BR 16 - 3 BR - 4 BR <b>Total: 70</b>	1 BR - 651 sq. ft. 2 BR - 938/985 sq. ft. 3 BR - 1115 sq. ft.	LIHTC - 9% (FHFC) \$12,200,380	\$8,083,739	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 1/31/15  Completion: 3/1/16	0.96	NGBS Bronze
	Saige Meadows 13488 Hwy 69N Tyler, TX 75706	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	Architect: Miller Slayton Architects  Civil Engineer: Cole Engineering  General Contractor: Pinroc Construction  Management: Accolade Property Management	Flats: 22 1 BR - 706/760 sq.ft 1 BR - 919 sq. ft. 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR <b>Total: 92</b>	2 BR - 975 sq. ft. 2 BR TH - 1156 sq.ft - 1085 sq. ft. 3 BR TH - 1440 sq. ft.	LIHTC - 9% (TDHCA) \$11,870,348	\$9,401,010	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 4/1/14  Completion: 1/31/15	1.02	NGBS Bronze
	La Ventana 2109 Texas 351 Abilene, TX 79601	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Architect: Miller Slayton Architects, Inc.  Civil Engineer: Jacob & Martin, LTD  General Contractor: Journeyman Construction, Inc.  Management: Accolade Property Management	16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR <b>Total: 84</b>	1 BR - 849 sq. ft 2 BR - 1102 sq. ft 3 BR - 1303 sq. ft 4 BR - 1561 sq. ft	LIHTC - 9% (TDHCA) \$6,462,643	\$9.5M	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 03/2012  Completion: 05/2014	0.99	N/A
	Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Architect: Miller Slayton Architects, Inc.  Civil Engineer: Jacob & Martin, Ltd.  General Contractor: Journeyman Construction, Inc. Management: Accolade Property Management	12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR <b>Total Unit 78</b>	1 BR - 849 sq. ft 2 BR - 1102 sq. ft 3 BR - 1303 sq. ft 4 BR - 1561 sq. ft	LIHTC - 9% (TDHCA) \$8,740,526	\$10M	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 03/2012  Completion: 5/2014	0.99	N/A

	PROPERTY	TYPE, STYLE & TENANT MIX	CONSULTANTS	UNIT TYPE	UNIT TYPE/ SIZE (Sq. Ft.)	FINANCING SOURCES	TOTAL DEVELOPMENT COST	TAX CREDIT INVESTOR	PUBLIC AGENCY PARTNER / NON-PROFIT PARTNER	COMPLETION TIMEFRAME	TAX-CREDIT PRICING	GREEN CERTIFICATION
	Tylor Grand 3702 Rolling Green Dr. Arlene, TX 79606	New Construction Garden Style Family Affordable 30%, 50%, 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> Jacob & Martin, Ltd. <u>General Contractor:</u> Journeyman Construction, Inc. <u>Management:</u> Accolade Property Management	32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR <b>Total Unit 120</b>	1 BR - 849 sq. ft. 2 BR - 1102 sq. ft. 3 BR - 1303 sq. ft. 4 BR - 1561 sq. ft.	LIHTC - 9% (TDHCA) \$13,914,133	\$16M	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 3/29/12 Completion: 4/2/13	0.99	N/A
	The Roxton 307 N. Loop 288 Denton, TX 76209	Rehab Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> Cole and Associates <u>General Contractor:</u> Journeyman Construction, Inc. <u>Management:</u> Accolade Property Management	16 - 1 BR 86 - 2 BR 24 - 3 BR <b>Total: 126</b>	1 BR - 613 sq. ft. 2 BR - 803 sq. ft. 3 BR - 1004 sq. ft.	LIHTC - 9% (TDHCA) \$14,500,717	\$18,558,613	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 3/29/12 Completion: 3/26/13	1.06	NGBS Emerald
	Pinnacle at North Chase 3851 N. Broadway Avenue Tyler, TX 75702	New Construction Garden Style Family Affordable 30%, 50% & 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> Ballard & Braughton Engineering <u>General Contractor:</u> Journeyman Construction, Inc. <u>Management:</u> Accolade Property Management	32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR <b>Total: 120</b>	1 BR - 883 sq. ft. 2 BR - 1188 sq. ft. 3 BR - 1314 sq. ft. 4 BR - 1552 sq. ft.	LIHTC - 9% (TDHCA) \$12,596,114	\$14,793,000	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	City of Tyler Contact: Mark McDaniel Ph: 903-531-1250	Start: 5/2/11 Completion: 6/18/12	0.86	N/A
	Oak Ridge Estates 343 S. Gross Avenue Tarpon Springs, FL 34689	New Construction Townhouses / Garden Style Family Affordable 30%, 35% & 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> The Avid Group <u>General Contractor:</u> PHG Builders, LLC <u>Management:</u> Picerne Management Corporation	8 - 1BR 42 - 2BR 12 - 3BR <b>Total: 62</b>	1 BR - 720 sq. ft. 2 BR - 1032 sq. ft. 3 BR - 1258 sq. ft.	LIHTC - 9% (FHFC) \$7,495,050  Pinellas County Grant Program \$600,000  Tax Credit Exchange Program (TCEP) \$3,100,000	\$11,373,000	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	Housing Authority of Tarpon Springs Contact: Pat Weber Ph: 727-937-4411	Start: 11/1/10 Completion: 9/14/11	0.78	FGBC
	Pinnacle at Mariner's Village 18400 28th Street Long Beach, MS 39560	New Construction Garden Style Family Affordable & Market Rate 80% & 120% AMI	<u>Architect:</u> Moran-Machado, PLLC <u>Civil Engineer:</u> Moran-Machado, PLLC <u>General Contractor:</u> CB Constructors, Inc. <u>Management:</u> Accolade Property Management	18 - 1BR 54 - 2BR 36 - 3BR <b>Total: 108</b>	1 BR - 698 sq. ft. 2 BR - 916 sq. ft. 3 BR - 1151 sq. ft.	CDBG Disaster Recovery (Mississippi Development Authority) \$7,020,000	\$12,900,000	Wells Fargo Community Lending & Investment Contact: Rick Davis 301 South College Street, 17th Floor MAC D1043-170 Charlotte, NC 28288-0173 Work: 704.383.9705 Cell: 704.607.9795 Rick.davis@wachovia.com	N/A	Start: 8/4/10 Completion: 7/29/11	N/A	N/A
	Cypress Cove 930 5th Street Winter Haven, FL 33881	New Construction Garden Style Family Affordable 40% & 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> Engineers Of Central Florida, Inc. <u>General Contractor:</u> PHG Builders, LLC <u>Management:</u> Professional Management, Inc.	12 - 1 BR 40 - 2 BR 24 - 3 BR 4 - 4BR <b>Total: 80</b>	1 BR - 733 sq. ft. 2 BR - 1009 sq. ft. 3 BR - 1212 sq. ft. 4 BR - 1492 sq. ft.	Tax Credit Exchange Program (TCEP) \$10,242,500  Tax Credit Assistance Program (TCAP) \$2,995,167  HOME (FHFC) \$130,000	\$14,500,000	N/A	Rural Neighborhoods Contact: Steven Kirk Ph.: (305) 242-2142	Start: 4/14/10 Completion: 12/23/10	0.85	FGBC
	Pinnacle at Magnolia Pointe 1240 Parlane Dr. McComb, MS 39648	New Construction Garden Style Family Affordable 50% & 60% AMI	<u>Architect:</u> Miller Slayton Architects, Inc. <u>Civil Engineer:</u> Rutter & Associates, Inc. <u>General Contractor:</u> Heritage Const. Co. <u>Management:</u> Accolade Property Management	12 - 1BR 60 - 2BR 36 - 3BR <b>Total: 108</b>	1 BR - 757 sq. ft. 2 BR - 916 sq. ft. 3 BR - 1151 sq. ft.	LIHTC - 9% (FHFC) \$14,293,662	\$16,691,000	Hudson Housing Capital Contact: Beth Greene 630 Fifth Avenue Suite 2850 New York, NY 10111 212-218-4481 (direct line) 212-218-4467 (fax) beth.greene@hudsonhousing.com	N/A	Start: 10/26/07 Completion: 12/08/08	1.00	N/A



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 01/03/2016

**AGENDA ITEM:** 5A

### TITLE

Hear presentation of the Monthly Financial report for the period ending September 30, 2016.

### STAFF REPRESENTATIVE

Kim Wilson, CFO/Director of Financial Services

### SUMMARY

Attached is the Comprehensive Monthly Financial Report for September 2016, in accordance with the City Council's financial strategy to provide timely and accurate reporting. The fiscal year for the City of Rowlett is October 1 through September 30. For this report, 12 months of FY2016, or 100% of the fiscal year is complete. This report also includes a majority of the year-end entries.

### BACKGROUND INFORMATION

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

### DISCUSSION

Attached is the Comprehensive Monthly Financial report for September 2016. At the time of this report, 12 months of FY2016, or 100% of the fiscal year is complete.

**Revenues:** Overall, the City has earned or received \$90.9 million for FY2016 on a budgetary basis. This amount is 100.8% of the approved operating budget of \$90.2 million and is 0.8% more than budgeted.

- General Fund revenues are \$0.1 million or 0.3% higher than budgeted.
- Utility Fund revenues are \$2.2 million or 7.5% lower than budgeted.
  - Utility revenues are driven by weather, and the City has experienced a very mild summer resulting in less water use for outdoor watering, etc. As we begin to see the new normal related to water patterns after the drought, projections will become more accurate. However, it should be noted that weather will always be a "dynamic" factor in water use modeling.
- Disaster Fund revenues are \$2.6 million and were not budgeted.

**Expenses:** Expenses totaled \$92.1 million year-to-date for FY2016. This amount is 103.4% of the approved operating budget of \$89.1 million and is 3.4% more than budgeted.

- General Fund expenses are \$1.7 million or 4.2% lower than budgeted.

- Utility Fund expenses are \$1.1 million or 4.3% higher than budgeted.
  - Wastewater costs are the primary reason for this higher than expected expense. The City is currently disputing \$1 million in expense with the City of Garland. Management will continue to work together to find a solution that represents the best interest of the customer.
- Disaster Fund expenses are \$3.1 million, and were not budgeted.

**Net Outcome:** There was a net shortfall from operations through September of \$1.2 million. The adopted operating budget for the fiscal year anticipated a total increase of \$1.1 million. This is due primarily to the disaster response and recovery, and wastewater costs.

- The General Fund did perform better than expected during the FY2017 budget process.
- The Utility Fund does reflect over \$1 million in wastewater costs that are being disputed. Water and sewer revenues were less than expected during the budget process this past summer.

### **RECOMMENDED ACTION**

Information only. The Comprehensive Monthly Financial Report – September 30, 2016 is attached to this agenda item as Attachment 1.

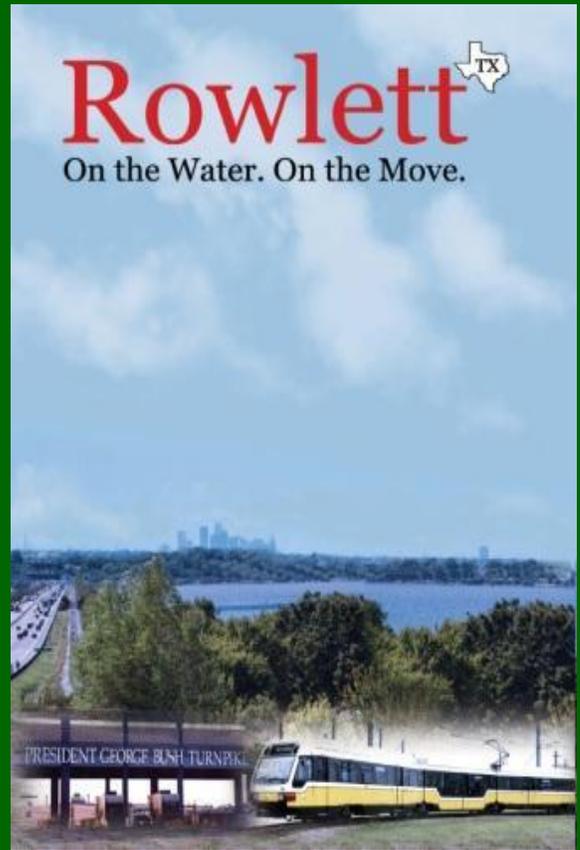
### **ATTACHMENTS**

Attachment 1 – Comprehensive Monthly Financial Report – September 30, 2016



# **Comprehensive Monthly Financial Report**

**September 2016**





# MONTHLY FINANCIAL REPORT

## PERFORMANCE AT A GLANCE

**September 2016**

	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	<b>NEGATIVE</b>	Page 4
GENERAL FUND REV VS EXP	<b>POSITIVE</b>	Page 5
PROPERTY TAXES	<b>WARNING</b>	Page 5
SALES TAXES	<b>POSITIVE</b>	Page 6
FRANCHISE FEES	<b>WARNING</b>	Page 6
UTILITY FUND REV VS EXP	<b>NEGATIVE</b>	Page 7
SEWER REVENUES	<b>NEGATIVE</b>	Page 7
WATER REVENUES	<b>NEGATIVE</b>	Page 8
WATER USAGE	<b>NEGATIVE</b>	Page 8
REFUSE FUND REV VS EXP	<b>POSITIVE</b>	Page 9
DRAINAGE FUND REV VS EXP	<b>WARNING</b>	Page 9
DEBT SERVICE FUND REV VS EXP	<b>WARNING</b>	Page 10
EMPLOYEE BENEFITS REV VS EXP	<b>Negative</b>	Page 10

## PERFORMANCE INDICATORS

**POSITIVE**

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

**WARNING**

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

**NEGATIVE**

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

**ECONOMIC INDICATORS**

**September 30, 2016 – NEWS FOR YOU**

**ECONOMY**

**National GDP:** 

GDP - the output of goods and services produced by labor and property located in the US – increased at a rate of 2.9% in the 3rd quarter of 2016 after increasing 1.4% in the 2nd quarter of 2016 as reported as an “advance” estimate by the Bureau of Economic Analysis. The second-quarter increase was more than accounted for by an increase in consumer spending.

**Texas Retail Sales:** 

Texas retail sales totaled \$41.7 billion for the month of August, an increase of \$0.4 billion (1.0%) over August 2015.

**Texas Leading Index:** 

The Texas Leading Index is a single summary statistic that sheds light on the future of the state's economy. The index is a composite of eight leading indicators—those that tend to change direction before the overall economy. The index decreased 1.2% between the months of July and August.

**UNEMPLOYMENT**

**National Unemployment:** 

The national unemployment rate increased 0.1% between August and September to 5.0%.

**State-Wide:** 

The Texas unemployment increased from 4.7% to 4.8% between August and September.

**Rowlett:** 

The City of Rowlett unemployment rate decreased from 3.8% to 3.7% between August and September. Note – city unemployment rates are not seasonally adjusted.

Attached is the Comprehensive Monthly Financial report for September 2016. This is the twelfth and final month of the fiscal year.

**Revenues:** Overall, the City has earned or received \$90.9 million for FY2016. This amount is 100.8% of the approved operating budget of \$90.2 million and is 0.8% more than forecast through the month of September.

- General Fund revenues are \$0.1 million or 0.3% more than expected
- Utility Fund revenues are \$2.2 million or 7.5% lower than expected.

**Expenditures:** Expenses totaled \$92.1 million year-to-date for FY2016. This amount is 103.4% of the approved operating budget of \$89.1 million and is 3.4% more than forecast through the month of September.

- General Fund expenditures are \$1.7 million or 4.2% lower than expected.
- Utility Fund expenditures are \$1.1 million or 4.3% higher than expected.

**Surplus:** The net shortfall from operations through September is \$1.2 million which is \$2.3 million more than expected. The adopted operating budget for the fiscal year anticipated a total increase of \$1.1 million.

**NOTEWORTHY**

**FISCAL YEAR 2017 BUDGET ADOPTED**

The FY2017 Budget was adopted at the regular City Council meeting held on Tuesday, September 20. Having spent many months discussing the current needs of the City, most notably in the areas of public safety, streets and infrastructure, the City Council determined that this year would not be the appropriate time to lower the tax rate by one penny, as was presented in the Proposed FY2017 budget.

For the average home value of just under \$160,000, that penny on the tax rate equates to just \$1.33 per month. That same penny kept on the tax rate could fund more street repairs, police officers and firefighters.



CITY OF ROWLETT, TEXAS  
 FINANCIAL STATUS DASHBOARD  
 September 30, 2016

BUDGET SUMMARY OF ALL FUNDS FY2016

	2016 <u>Budget</u>	2016 <u>Forecast</u>	2016 <u>Year-to-Date</u>	<u>Variance</u>
<b>Beginning Reserves</b>	\$ 14,113,838	\$ 13,130,440	\$ 13,130,440	0.0%
<b>Revenues:</b>				
General	40,452,242	40,452,242	40,566,681	0.3%
Water & sewer	28,901,031	28,901,031	26,721,704	-7.5%
Debt service	7,997,408	7,997,408	7,823,611	-2.2%
Drainage	1,360,397	1,360,397	1,321,427	-2.9%
Refuse	4,827,003	4,827,003	4,914,877	1.8%
Employee health benefits	5,010,230	5,010,230	4,546,457	-9.3%
Police seizure	100,550	100,550	99,819	-0.7%
Economic development	316,694	316,694	616,802	94.8%
Hotel/motel tax	47,752	47,752	93,977	96.8%
P.E.G.	85,893	85,893	175,496	104.3%
Grants	356,634	356,634	676,200	89.6%
Community Development Block Grant	179,247	179,247	185,967	3.7%
Inspection Fees Fund	225,000	225,000	252,795	12.4%
Juvenile diversion	33,281	33,281	29,018	-12.8%
Court technology	26,936	26,936	24,198	-10.2%
Court security	20,035	20,035	18,124	-9.5%
Golf course	257,005	257,005	254,695	-0.9%
Disaster	-	-	2,590,141	0.0%
<b>Total Revenues</b>	\$ 90,197,338	\$ 90,197,338	\$ 90,911,989	0.8%
<b>Expenses:</b>				
General	41,055,780	41,055,780	39,336,512	-4.2%
Water & sewer	26,152,490	26,152,490	27,266,008	4.3%
Debt service	8,837,681	8,837,681	8,786,720	-0.6%
Drainage	1,401,835	1,401,835	1,382,216	-1.4%
Refuse	4,759,486	4,759,486	4,869,694	2.3%
Employee health benefits	4,967,764	4,967,764	4,887,871	-1.6%
Police seizure	138,050	138,050	259,026	87.6%
Economic development	443,023	443,023	680,814	53.7%
Hotel/motel tax	48,749	48,749	23,848	-51.1%
P.E.G.	80,922	80,922	122,872	51.8%
Grants	359,565	359,565	654,335	82.0%
Community Development Block Grant	179,247	179,247	224,899	25.5%
Inspection Fees Fund	218,760	218,760	175,091	-20.0%
Juvenile diversion	38,738	38,738	30,899	-20.2%
Court technology	43,874	43,874	23,596	-46.2%
Court security	23,672	23,672	18,647	-21.2%
Golf course	321,938	321,938	274,519	-14.7%
Disaster	-	-	3,074,369	100.0%
<b>Total Expenses</b>	\$ 89,071,574	\$ 89,071,574	\$ 92,091,935	3.4%
<b>Current Year Surplus/(Shortfall)</b>	\$ 1,125,764	\$ 1,125,764	\$ (1,179,945)	-204.8%
<b>Year End Non-Operating</b>	\$ -	\$ -	\$ -	
<b>Ending Reserves</b>	\$ 14,989,603	\$ 14,256,204	\$ 11,950,495	-16.2%

Positive
Warning
Negative

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

**OVERALL FUND PERFORMANCE**

**GENERAL FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 1,803,893	\$ 3,689,831	\$ (1,885,938)
Nov	1,857,665	3,060,768	(1,203,103)
Dec	13,210,437	3,373,494	9,836,943
Jan	6,131,916	2,801,063	3,330,853
Feb	4,140,663	2,670,152	1,470,511
Mar	1,812,124	3,709,750	(1,897,626)
Apr	1,619,532	2,825,972	(1,206,440)
May	1,466,459	3,347,937	(1,881,478)
Jun	1,966,000	3,537,868	(1,571,869)
Jul	2,564,620	3,134,480	(569,860)
Aug	1,380,561	3,968,833	(2,588,272)
Sep	2,612,811	3,216,364	(603,553)
<b>Total</b>	<b>\$ 40,566,681</b>	<b>\$ 39,336,512</b>	<b>\$ 1,230,169</b>
<b>Cumulative Forecast</b>	<b>\$ 40,452,242</b>	<b>\$ 41,055,780</b>	<b>\$ (603,538)</b>
<b>Actual to Forecast \$</b>	<b>\$ 114,439</b>	<b>\$ (1,719,268)</b>	<b>\$ 1,833,707</b>
<b>Actual to Forecast %</b>	<b>0.3%</b>	<b>-4.2%</b>	



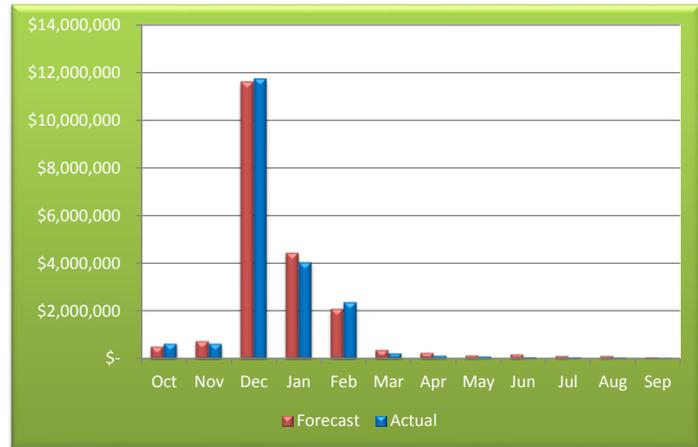
Positive

Cumulatively, the General Fund is better than expected for this time of the year. Revenues are 0.3% higher primarily due to higher than expected permit fees and sales tax, and expenses are 4.2% lower than forecasted primarily due to staff vacancies.

**REVENUE ANALYSIS**

**PROPERTY TAXES FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 518,315	635,883	\$ 117,568
Nov	746,373	642,668	(103,705)
Dec	11,610,248	11,750,304	140,057
Jan	4,478,238	4,068,982	(409,257)
Feb	2,114,724	2,394,128	279,404
Mar	373,187	235,787	(137,399)
Apr	248,791	134,165	(114,626)
May	145,128	93,102	(52,026)
Jun	186,593	68,478	(118,115)
Jul	124,396	54,477	(69,918)
Aug	124,396	49,612	(74,784)
Sep	62,198	27,236	(34,962)
<b>Total</b>	<b>\$ 20,732,585</b>	<b>\$ 20,154,822</b>	<b>\$ (577,763)</b>
<b>Actual to Forecast</b>			<b>-2.8%</b>



Warning

Property taxes represents nearly 50% of the total General Fund revenue budget and serves as the primary funding source for the general government. They are generally collected in December and January of each year. Cumulatively, property tax revenues are 2.8% lower than budgeted.

**REVENUE ANALYSIS**

**SALES TAXES FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 487,626	\$ 497,364	\$ 9,738
Nov	481,375	507,859	26,484
Dec	631,413	665,451	34,038
Jan	418,858	439,620	20,762
Feb	431,362	496,445	65,083
Mar	631,413	649,840	18,427
Apr	493,878	536,056	42,178
May	487,626	524,507	36,881
Jun	600,155	614,407	14,252
Jul	525,136	539,142	14,006
Aug	481,375	579,413	98,038
Sep	581,400	655,215	73,815
<b>Total</b>	<b>\$ 6,251,617</b>	<b>\$ 6,705,320</b>	<b>\$ 453,703</b>
<i>Actual to Forecast</i>			7.3%



Positive

Sales tax is an important indicator of economic health of the Rowlett community. Sales taxes are collected by the State Comptroller and are recorded two months later. Overall, sales tax revenues are 7.3% higher than budgeted for this fiscal year.

**REVENUE ANALYSIS**

**FRANCHISE FEES FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	-	-	-
Dec	-	9	9
Jan	684,373	412,265	(272,108)
Feb	449,247	692,114	242,867
Mar	-	-	-
Apr	597,132	293,626	(303,506)
May	-	271,398	271,398
Jun	-	2,245	2,245
Jul	575,539	301,111	(274,428)
Aug	-	227,019	227,019
Sep	787,599	776,550	(11,050)
<b>Total</b>	<b>\$ 3,093,891</b>	<b>\$ 2,976,337</b>	<b>\$ (117,554)</b>
<i>Actual to Forecast</i>			-3.8%



Warning

Franchise fees represents nearly 10% of the total General Fund budget and include electric, gas, cable and telecommunications. Most fees are paid quarterly with natural gas being paid yearly in February. The natural gas franchise fee was \$40,666 or 8.6% below budget for this fiscal year. Cumulatively, franchise fees are 3.8% lower than budgeted.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2016**

**OVERALL FUND PERFORMANCE**

**UTILITY FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 2,682,717	\$ 1,591,358	\$ 1,091,359
Nov	2,473,831	1,552,229	921,602
Dec	2,016,697	2,049,374	(32,677)
Jan	2,021,574	1,736,059	285,514
Feb	1,882,458	5,490,651	(3,608,193)
Mar	1,960,561	1,896,682	63,879
Apr	2,091,813	1,623,947	467,866
May	2,004,766	1,746,650	258,116
Jun	2,040,379	1,939,901	100,478
Jul	2,465,721	2,679,421	(213,700)
Aug	2,910,521	2,700,493	210,028
Sep	2,170,664	2,259,242	(88,578)
<b>Total</b>	<b>\$ 26,721,704</b>	<b>\$ 27,266,008</b>	<b>\$ (544,303)</b>
<b>Cumulative Forecast</b>	<b>\$ 28,901,031</b>	<b>\$ 26,152,490</b>	<b>\$ 2,748,541</b>
<b>Actual to Forecast \$</b>	<b>\$ (2,179,327)</b>	<b>\$ 1,113,518</b>	<b>\$ (3,292,844)</b>
<b>Actual to Forecast</b>	<b>-7.5%</b>	<b>4.3%</b>	



**Negative**

Utility fund revenues are 7.5% lower than budgeted. Revenue for both water and sewer are lower than budgeted. Expenses are 4.3% higher than budgeted due to higher than expected wastewater treatment.

**REVENUE ANALYSIS**

**SEWER REVENUES FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 909,883	\$ 959,040	\$ 49,157
Nov	873,354	937,249	63,895
Dec	842,927	794,871	(48,056)
Jan	830,971	766,081	(64,890)
Feb	822,173	743,564	(78,609)
Mar	810,975	762,127	(48,848)
Apr	846,813	823,416	(23,397)
May	899,217	782,299	(116,917)
Jun	967,756	806,107	(161,649)
Jul	1,044,105	914,125	(129,979)
Aug	1,056,180	1,006,300	(49,879)
Sep	1,017,048	793,476	(223,572)
<b>Total</b>	<b>\$ 10,921,401</b>	<b>\$ 10,088,656</b>	<b>\$ (832,745)</b>
<b>Actual to Forecast</b>			<b>-7.6%</b>



**Negative**

Sewer sales represent over 40% of the Utility Fund budget and cover the cost of sewer treatment paid to City of Garland. Cumulatively, sewer revenues are 7.6% lower than budgeted.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2016**

**REVENUE ANALYSIS**

**WATER REVENUES FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 1,403,401	\$ 1,621,805	\$ 218,404
Nov	1,266,499	1,446,969	180,470
Dec	1,132,796	1,145,412	12,617
Jan	1,069,153	1,187,109	117,956
Feb	1,039,399	1,065,031	25,632
Mar	1,018,224	1,117,106	98,881
Apr	1,121,145	1,188,397	67,252
May	1,248,648	1,141,028	(107,620)
Jun	1,585,123	1,170,967	(414,157)
Jul	2,033,999	1,466,038	(567,961)
Aug	2,158,983	1,814,084	(344,899)
Sep	1,950,603	1,269,185	(681,418)
<b>Total</b>	<b>\$ 17,027,975</b>	<b>\$ 15,633,131</b>	<b>\$ (1,394,844)</b>
<i>Actual to Forecast</i>			-8.2%



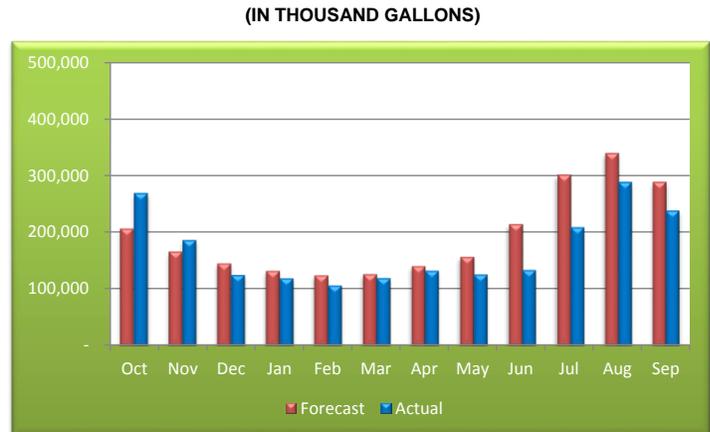
Negative

Water sales represent just over 50% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District, and delivery to customers. Cumulatively, water revenues are 8.2% lower than budgeted.

**REVENUE ANALYSIS**

**WATER USAGE FY2016**

<u>Month</u>	<u>2016 Forecast</u>	<u>2016 Actual</u>	<u>Monthly Variance</u>
Oct	205,688	268,258	62,570
Nov	165,430	185,897	20,467
Dec	144,647	124,951	(19,696)
Jan	131,535	119,045	(12,490)
Feb	123,505	106,152	(17,353)
Mar	125,372	119,261	(6,111)
Apr	139,784	132,105	(7,679)
May	155,805	125,700	(30,105)
Jun	213,519	133,483	(80,036)
Jul	300,529	208,441	(92,088)
Aug	338,135	287,626	(50,509)
Sep	287,959	237,786	(50,173)
<b>Total</b>	<b>2,331,906</b>	<b>2,048,705</b>	<b>(283,201)</b>
<i>Actual to Forecast</i>			-12.1%



Negative

The City purchases its water from the North Texas Municipal Water District. Customer usage in September is 17.4% lower than budget; cumulatively customer usage is 12.1% lower than budget. The contract with NTMWD requires the City to pay for a minimum of 3.2 billion gallons of water per year.

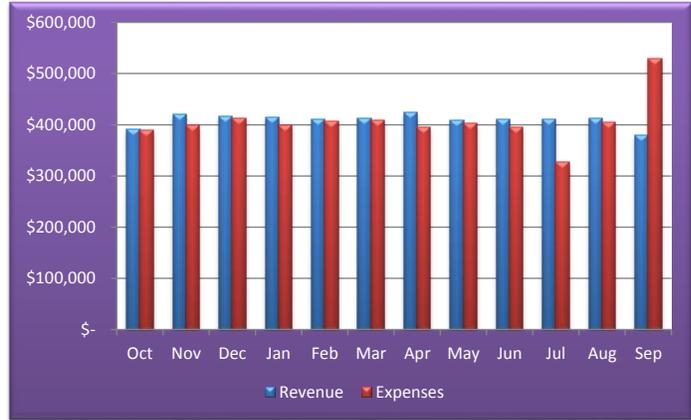


**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2016**

**OVERALL FUND PERFORMANCE**

**REFUSE FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 391,264	\$ 388,769	\$ 2,495
Nov	421,039	398,249	22,790
Dec	416,530	412,957	3,574
Jan	414,551	399,248	15,304
Feb	410,311	406,265	4,045
Mar	412,556	409,631	2,925
Apr	424,338	394,913	29,426
May	409,541	402,503	7,037
Jun	410,855	395,113	15,742
Jul	411,789	327,300	84,489
Aug	413,124	404,952	8,172
Sep	378,978	529,794	(150,816)
<b>Total</b>	<b>\$ 4,914,877</b>	<b>\$ 4,869,694</b>	<b>\$ 45,183</b>
<b>Cumulative Forecast</b>	<b>\$ 4,827,003</b>	<b>\$ 4,759,486</b>	<b>\$ 67,517</b>
<b>Actual to Forecast \$</b>	<b>\$ 87,874</b>	<b>\$ 110,208</b>	<b>\$ (22,334)</b>
<b>Actual to Forecast</b>	<b>1.8%</b>	<b>2.3%</b>	



Positive

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are currently 1.8% higher than budgeted, and expenses are 2.3% higher than budgeted.

**OVERALL FUND PERFORMANCE**

**DRAINAGE FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 107,637	\$ 67,427	\$ 40,210
Nov	113,549	73,163	40,386
Dec	112,214	73,269	38,945
Jan	112,904	66,819	46,085
Feb	109,356	338,156	(228,800)
Mar	111,234	75,175	36,059
Apr	113,054	59,373	53,681
May	110,681	60,128	50,553
Jun	111,742	64,946	46,796
Jul	110,446	117,667	(7,221)
Aug	110,951	187,388	(76,437)
Sep	97,659	198,705	(101,047)
<b>Total</b>	<b>\$ 1,321,427</b>	<b>\$ 1,382,216</b>	<b>\$ (60,789)</b>
<b>Cumulative Forecast</b>	<b>\$ 1,360,397</b>	<b>\$ 1,401,835</b>	<b>\$ (41,438)</b>
<b>Actual to Forecast \$</b>	<b>\$ (38,970)</b>	<b>\$ (19,619)</b>	<b>\$ (19,351)</b>
<b>Actual to Forecast</b>	<b>-2.9%</b>	<b>-1.4%</b>	



Warning

The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Cumulatively, the fund performed better than expected, with revenues 2.9% lower than budgeted but expenses 1.4% lower than budgeted.



**CITY OF ROWLETT, TEXAS  
FINANCIAL STATUS DASHBOARD  
September 30, 2016**

**OVERALL FUND PERFORMANCE**

**DEBT SERVICE FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 256,615	\$ 3,910	\$ 252,705
Nov	253,679	898	252,781
Dec	4,274,836	127,318	4,147,518
Jan	1,501,932	14,247	1,487,685
Feb	1,016,301	7,269,552	(6,253,251)
Mar	107,207	10,035	97,172
Apr	70,761	3,702	67,059
May	55,460	7,558	47,901
Jun	48,126	2,730	45,397
Jul	40,767	5,841	34,926
Aug	157,706	1,340,780	(1,183,074)
Sep	40,222	149	40,073
<b>Total</b>	<b>\$ 7,823,611</b>	<b>\$ 8,786,720</b>	<b>\$ (963,109)</b>
<b>Cumulative Forecast</b>	<b>\$ 7,997,408</b>	<b>\$ 8,837,681</b>	<b>\$ (840,273)</b>
<b>Actual to Forecast \$</b>	<b>\$ (173,797)</b>	<b>\$ (50,961)</b>	<b>\$ (122,836)</b>
<b>Actual to Forecast</b>	<b>-2.2%</b>	<b>-0.6%</b>	



**Warning**

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Revenues are 2.2% lower than projected, and expenses 0.6% lower than expected. The fund pays conduit debt in December and makes other semi-annual debt payments in February and August.

**OVERALL FUND PERFORMANCE**

**EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2016**

<u>Month</u>	<u>2016 Revenue</u>	<u>2016 Expenses</u>	<u>Monthly Variance</u>
Oct	\$ 307,170	\$ 370,713	\$ (63,543)
Nov	387,817	323,391	64,426
Dec	283,162	340,261	(57,099)
Jan	610,908	233,094	377,814
Feb	190,704	347,350	(156,646)
Mar	532,069	510,261	21,808
Apr	253,148	555,584	(302,436)
May	270,513	364,868	(94,355)
Jun	377,858	316,513	61,344
Jul	522,896	437,477	85,419
Aug	379,181	391,947	(12,766)
Sep	431,031	696,411	(265,380)
<b>Total</b>	<b>\$ 4,546,457</b>	<b>\$ 4,887,871</b>	<b>\$ (341,414)</b>
<b>Cumulative Forecast</b>	<b>\$ 5,010,230</b>	<b>\$ 4,967,764</b>	<b>\$ 42,466</b>
<b>Actual to Forecast \$</b>	<b>\$ (463,773)</b>	<b>\$ (79,893)</b>	<b>\$ (383,880)</b>
<b>Actual to Forecast</b>	<b>-9.3%</b>	<b>-1.6%</b>	



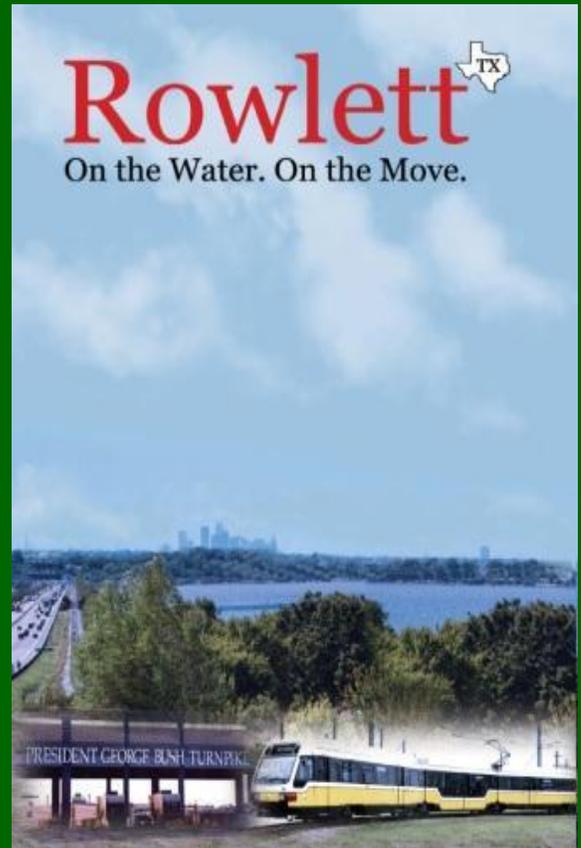
**Negative**

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured fund. Overall, revenues are 9.3% lower than budgeted and expenses are 1.6% lower than budgeted due to staff vacancies.



# **Comprehensive Monthly Financial Report**

**September 2016  
Supplement**



**CITY OF ROWLETT  
GENERAL FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<b>2016 <u>BUDGET</u></b>	<b>2016 <u>FORECAST</u></b>	<b>2016 <u>YEAR-TO-DATE</u></b>	<b>Variance</b>
<b>Beginning Reserves</b>	<b>\$ 4,771,344</b>	<b>\$ 5,180,608</b>	<b>\$ 5,180,608</b>	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Taxes	\$ 27,043,713	\$ 27,043,713	\$ 26,941,558	-0.4%
Franchise fees	3,093,891	3,093,891	2,976,337	-3.8%
Licenses & permits	1,023,781	1,023,781	1,327,977	29.7%
Fees & charges	2,974,838	2,974,838	2,960,437	-0.5%
Fines & forfeitures	1,008,407	1,008,407	867,530	-14.0%
Interest earnings	55,000	55,000	62,783	14.2%
Other	692,501	692,501	824,419	19.0%
<b>Total External Revenues</b>	<b>35,892,131</b>	<b>35,892,131</b>	<b>35,961,041</b>	<b>0.2%</b>
<b>Internal Revenues:</b>				
Transfers from other funds	4,560,112	4,560,112	4,605,639	1.0%
<b>Total Revenues</b>	<b>\$ 40,452,243</b>	<b>\$ 40,452,243</b>	<b>\$ 40,566,681</b>	<b>0.3%</b>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Personnel costs	\$ 26,966,465	\$ 26,966,465	\$ 26,121,815	-3.1%
Supplies	2,019,077	2,019,077	1,989,194	-1.5%
Legal and professional	1,357,640	1,357,640	1,274,658	-6.1%
Utilities	1,214,837	1,214,837	1,300,651	7.1%
Purchase services	5,660,203	5,660,203	5,240,618	-7.4%
Capital equipment	1,650,435	1,650,435	1,136,362	-31.1%
<b>Total Expenditures</b>	<b>38,868,657</b>	<b>38,868,657</b>	<b>37,063,299</b>	<b>-4.6%</b>
<b>Internal Expenditures:</b>				
Transfers to other funds	2,187,123	2,187,123	2,273,214	3.9%
<b>Total Expenses</b>	<b>\$ 41,055,780</b>	<b>\$ 41,055,780</b>	<b>\$ 39,336,513</b>	<b>-4.2%</b>
<b>Current Year Surplus/(Shortfall)</b>	<b>\$ (603,537)</b>	<b>\$ (603,537)</b>	<b>\$ 1,230,168</b>	
<b>Ending Reserves</b>	<b>\$ 4,167,807</b>	<b>\$ 4,577,071</b>	<b>\$ 6,410,776</b>	

**CITY OF ROWLETT  
WATER & SEWER FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
<b>Beginning Reserves</b>	<b>\$ 4,173,347</b>	<b>\$ 3,473,481</b>	<b>\$ 3,473,481</b>	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Water sales	\$ 17,027,975	\$ 17,027,975	\$ 15,633,131	-8.2%
Wastewater sales	10,921,401	10,921,401	10,088,656	-7.6%
Other fees & charges	798,956	798,956	850,727	6.5%
Interest earnings	13,302	13,302	9,798	-26.3%
Total External Revenues	<u>28,761,634</u>	<u>28,761,634</u>	<u>26,582,312</u>	-7.6%
<b>Internal Revenues:</b>				
Transfers from other funds	139,397	139,397	139,392	0.0%
<b>Total Revenues</b>	<b><u>\$ 28,901,031</u></b>	<b><u>\$ 28,901,031</u></b>	<b><u>\$ 26,721,704</u></b>	<b>-7.5%</b>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Personnel costs	\$ 2,209,592	\$ 2,209,592	\$ 2,149,136	-2.7%
Supplies	301,486	301,486	317,822	5.4%
Water purchases	7,153,141	7,153,141	7,233,346	1.1%
Wastewater treatment	3,978,458	3,978,458	5,217,083	31.1%
Purchase services	1,933,613	1,933,613	2,014,085	4.2%
Capital equipment	336,520	336,520	246,057	-26.9%
Capital improvements	1,300,000	1,300,000	324,999	-75.0%
Debt service	4,721,571	4,721,571	5,471,252	15.9%
Total Expenditures	<u>21,934,381</u>	<u>21,934,381</u>	<u>22,973,780</u>	4.7%
<b>Internal Expenditures:</b>				
Transfers to other funds	4,218,109	4,218,109	4,218,118	0.0%
<b>Total Expenses</b>	<b><u>\$ 26,152,490</u></b>	<b><u>\$ 26,152,490</u></b>	<b><u>\$ 27,191,898</u></b>	<b>4.0%</b>
<b>Current Year Surplus/(Shortfall)</b>	<b><u>\$ 2,748,541</u></b>	<b><u>\$ 2,748,541</u></b>	<b><u>\$ (470,194)</u></b>	
<b>Ending Reserves</b>	<b><u>\$ 6,921,888</u></b>	<b><u>\$ 6,222,022</u></b>	<b><u>\$ 3,003,287</u></b>	

**CITY OF ROWLETT  
DEBT SERVICE FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<b>2016 BUDGET</b>	<b>2016 FORECAST</b>	<b>2016 YEAR-TO-DATE</b>	<b>Variance</b>
<b>Beginning Reserves</b>	<b>\$ 1,054,609</b>	<b>\$ 992,112</b>	<b>\$ 992,112</b>	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Taxes	\$ 7,506,895	\$ 7,506,895	\$ 7,319,057	-2.5%
Interest earnings	5,130	5,130	9,817	91.4%
Other	-	-	-	0.0%
Total External Revenues	<u>7,512,025</u>	<u>7,512,025</u>	<u>7,328,874</u>	<u>-2.4%</u>
<b>Internal Revenues:</b>				
Transfers from other funds	<u>485,383</u>	<u>485,383</u>	<u>494,737</u>	<u>1.9%</u>
<b>Total Revenues</b>	<b><u>\$ 7,997,408</u></b>	<b><u>\$ 7,997,408</u></b>	<b><u>\$ 7,823,611</u></b>	<b><u>-2.2%</u></b>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Debt service	\$ 8,709,070	\$ 8,709,070	\$ 8,720,521	0.1%
Legal and professional	<u>128,611</u>	<u>128,611</u>	<u>66,199</u>	<u>-48.5%</u>
<b>Total Expenses</b>	<b><u>\$ 8,837,681</u></b>	<b><u>\$ 8,837,681</u></b>	<b><u>\$ 8,786,720</u></b>	<b><u>-0.6%</u></b>
<b>Current Year Surplus/(Shortfall)</b>	<b><u>\$ (840,273)</u></b>	<b><u>\$ (840,273)</u></b>	<b><u>\$ (963,109)</u></b>	
<b>Ending Reserves</b>	<b><u>\$ 214,336</u></b>	<b><u>\$ 151,839</u></b>	<b><u>\$ 29,003</u></b>	

**CITY OF ROWLETT  
DRAINAGE FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
<b>Beginning Reserves</b>	\$ 978,598	\$ 301,633	\$ 301,633	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Fees & charges	\$ 1,359,663	\$ 1,359,663	\$ 1,320,362	-2.9%
Interest earnings	734	734	1,064	45.0%
<b>Total Revenues</b>	<u>\$ 1,360,397</u>	<u>\$ 1,360,397</u>	<u>\$ 1,321,427</u>	<u>-2.9%</u>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Personnel costs	\$ 110,588	\$ 110,588	\$ 77,426	-30.0%
Supplies	51,770	51,770	36,256	-30.0%
Purchase services	174,065	174,065	139,767	-19.7%
Capital improvements	335,502	335,502	335,508	0.0%
Debt service	376,033	376,033	439,391	16.8%
Total Expenditures	1,047,958	1,047,958	1,028,348	-1.9%
<b>Internal Expenditures:</b>				
Transfers to other funds	353,877	353,877	353,870	0.0%
<b>Total Expenses</b>	<u>\$ 1,401,835</u>	<u>\$ 1,401,835</u>	<u>\$ 1,382,218</u>	<u>-1.4%</u>
<b>Current Year Surplus/(Shortfall)</b>	<u>\$ (41,438)</u>	<u>\$ (41,438)</u>	<u>\$ (60,791)</u>	
<b>Ending Reserves</b>	<u>\$ 937,160</u>	<u>\$ 260,195</u>	<u>\$ 240,842</u>	

**CITY OF ROWLETT  
REFUSE FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
<b>Beginning Reserves</b>	\$ 498,601	\$ 496,022	\$ 496,022	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Fees & charges	\$ 4,824,903	\$ 4,824,903	\$ 4,911,282	1.8%
Interest earnings	400	400	1,604	301.0%
Other	1,700	1,700	1,991	17.1%
<b>Total Revenues</b>	<u>\$ 4,827,003</u>	<u>\$ 4,827,003</u>	<u>\$ 4,914,877</u>	<u>1.8%</u>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Solid waste collection	\$ 3,386,619	\$ 3,386,619	\$ 3,519,494	3.9%
Purchase services	86,082	86,082	77,831	-9.6%
Total Expenditures	3,472,701	3,472,701	3,597,325	3.6%
<b>Internal Expenditures:</b>				
Transfers to other funds	1,267,916	1,267,916	1,267,920	0.0%
<b>Total Expenses</b>	<u>\$ 4,740,617</u>	<u>\$ 4,740,617</u>	<u>\$ 4,865,245</u>	<u>2.6%</u>
<b>Current Year Surplus/(Shortfall)</b>	<u>\$ 86,386</u>	<u>\$ 86,386</u>	<u>\$ 49,632</u>	
<b>Ending Reserves</b>	<u>\$ 584,987</u>	<u>\$ 582,408</u>	<u>\$ 545,654</u>	

**CITY OF ROWLETT  
EMPLOYEE HEALTH BENEFITS FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	2016 <u>BUDGET</u>	2016 <u>FORECAST</u>	2016 <u>YEAR-TO-DATE</u>	Variance
<b>Beginning Reserves</b>	\$ 271,678	\$ 542,173	\$ 542,173	
<b>REVENUES</b>				
<b>External Revenues:</b>				
Employee Contributions	\$ 818,045	\$ 818,045	\$ 762,933	-6.7%
City Contributions	4,063,690	4,063,690	3,433,106	-15.5%
Retiree Contributions	127,247	127,247	102,357	-19.6%
City HRA Contributions	-	-	63,478	0.0%
Other	1,248	1,248	184,583	14690.3%
<b>Total Revenues</b>	<b>\$ 5,010,230</b>	<b>\$ 5,010,230</b>	<b>\$ 4,546,457</b>	<b>-9.3%</b>
<b>EXPENSES</b>				
<b>Expenditures:</b>				
Benefit Administration	425,458	\$ 425,458	\$ 395,336	-7.1%
Individual Stop Loss	473,375	473,375	395,148	-16.5%
Benefit Payments	3,813,780	3,813,780	3,742,486	-1.9%
OPEB Distributions	-	-	125,712	100.0%
Wellness	173,529	173,529	150,610	-13.2%
Personnel	81,622	81,622	78,579	-3.7%
<b>Total Expenses</b>	<b>\$ 4,967,764</b>	<b>\$ 4,967,764</b>	<b>\$ 4,887,871</b>	<b>-1.6%</b>
<b>Current Year Surplus/(Shortfall)</b>	<b>\$ 42,466</b>	<b>\$ 42,466</b>	<b>\$ (341,414)</b>	
<b>Ending Reserves</b>	<b>\$ 314,144</b>	<b>\$ 584,639</b>	<b>\$ 200,759</b>	

**CITY OF ROWLETT  
DISASTER FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	2016 <u>BUDGET</u>	0	2016 <u>FORECAST</u>	0	2016 <u>YEAR-TO-DATE</u>	Variance
<b>Beginning Reserves</b>	\$ -		\$ -		\$ -	
<b>REVENUES</b>						
<b>External Revenues:</b>						
Grant Revenue -State	\$ -		\$ -		\$ -	0.0%
Grant Revenue -Federal	-		-		1,116,116	0.0%
Miscellaneous	-		-		1,474,025	0.0%
<b>Total Revenues</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 2,590,141</b>	<b>0.0%</b>
<b>EXPENSES</b>						
<b>Expenditures:</b>						
Personnel costs	\$ -		\$ -		\$ 662,793	0.0%
Supplies	-		-		33,668	0.0%
Legal and professional	-		-		25,386	0.0%
Purchase services	-		-		1,419,783	0.0%
Capital equipment	-		-		-	0.0%
Total Expenditures	-		-		2,141,631	0.0%
<b>Internal Expenditures:</b>						
Transfers to other funds	-		-		932,739	0.0%
<b>Total Expenses</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 3,074,369</b>	<b>0.0%</b>
<b>Current Year Surplus/(Shortfall)</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ (484,228)</b>	
<b>Ending Reserves</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ (484,228)</b>	

**CITY OF ROWLETT  
ECONOMIC DEVELOPMENT FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 852,813	\$ 878,393	\$ 878,393	
Total Revenues	\$ 316,694	\$ 316,694	\$ 616,802	94.8%
Total Expenses Current Year	\$ 443,023	\$ 443,023	\$ 680,814	53.7%
Surplus/(Shortfall)	\$ (126,329)	\$ (126,329)	\$ (64,012)	
Ending Reserves	\$ 726,484	\$ 752,064	\$ 814,381	

**CITY OF ROWLETT  
P.E.G. FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 117,681	\$ 247,093	\$ 247,093	
Total Revenues	\$ 85,893	\$ 85,893	\$ 175,496	104.3%
Total Expenses Current Year	\$ 80,922	\$ 80,922	\$ 122,872	51.8%
Surplus/(Shortfall)	\$ 4,971	\$ 4,971	\$ 52,623	
Ending Reserves	\$ 122,652	\$ 252,064	\$ 299,716	

**CITY OF ROWLETT  
POLICE SEIZURE FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 587,733	\$ 424,171	\$ 424,171	
Total Revenues	\$ 100,550	\$ 100,550	\$ 99,819	-0.7%
Total Expenses Current Year	\$ 138,050	\$ 138,050	\$ 259,026	87.6%
Surplus/(Shortfall)	\$ (37,500)	\$ (37,500)	\$ (159,206)	
Ending Reserves	\$ 550,233	\$ 386,671	\$ 264,965	

**CITY OF ROWLETT  
GOLF FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 257,635	\$ 156,252	\$ 156,252	
Total Revenues	\$ 257,005	\$ 257,005	\$ 254,695	-0.9%
Total Expenses Current Year	\$ 321,938	\$ 321,938	\$ 274,519	-14.7%
Surplus/(Shortfall)	\$ (64,933)	\$ (64,933)	\$ (19,824)	
Ending Reserves	\$ 192,702	\$ 91,319	\$ 136,427	

**CITY OF ROWLETT  
HOTEL/MOTEL FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 30,468	\$ 12,011	\$ 12,011	
Total Revenues	\$ 47,752	\$ 47,752	\$ 93,977	96.8%
Total Expenses Current Year	\$ 48,749	\$ 48,749	\$ 23,848	-51.1%
Surplus/(Shortfall)	\$ (997)	\$ (997)	\$ 70,129	
Ending Reserves	\$ 29,471	\$ 11,014	\$ 82,140	

**CITY OF ROWLETT  
CDBG FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ -	\$ 38,110	\$ 38,110	
Total Revenues	\$ 179,247	\$ 179,247	\$ 185,967	3.7%
Total Expenses Current Year	\$ 179,247	\$ 179,247	\$ 224,899	25.5%
Surplus/(Shortfall)	\$ -	\$ -	\$ (38,931)	
Ending Reserves	\$ -	\$ 38,110	\$ (821)	

**CITY OF ROWLETT  
GRANTS FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 7,975	\$ (21,864)	\$ (21,864)	
Total Revenues	\$ 356,634	\$ 356,634	\$ 676,200	89.6%
Total Expenses Current Year	\$ 359,565	\$ 359,565	\$ 654,335	82.0%
Surplus/(Shortfall)	\$ (2,931)	\$ (2,931)	\$ 21,866	
Ending Reserves	\$ 5,044	\$ (24,795)	\$ 2	

**CITY OF ROWLETT  
JUVENILE DIVERSION FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 157,921	\$ 162,216	\$ 162,216	
Total Revenues	\$ 33,281	\$ 33,281	\$ 29,018	-12.8%
Total Expenses Current Year	\$ 38,738	\$ 38,738	\$ 30,899	-20.2%
Surplus/(Shortfall)	\$ (5,457)	\$ (5,457)	\$ (1,881)	
Ending Reserves	\$ 152,464	\$ 156,759	\$ 160,335	

**CITY OF ROWLETT  
COURT TECHNOLOGY FUND  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 53,719	\$ 5,445	\$ 5,445	
Total Revenues	\$ 26,936	\$ 26,936	\$ 24,198	-10.2%
Total Expenses Current Year	\$ 43,874	\$ 43,874	\$ 23,596	-46.2%
Surplus/(Shortfall)	\$ (16,938)	\$ (16,938)	\$ 602	
Ending Reserves	\$ 36,781	\$ (11,493)	\$ 6,047	

**CITY OF ROWLETT  
COURT SECURITY  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 8,178	\$ 1,094	\$ 1,094	
Total Revenues	<u>\$ 20,035</u>	<u>\$ 20,035</u>	<u>\$ 18,124</u>	<u>-9.5%</u>
Total Expenses Current Year	<u>\$ 23,672</u>	<u>\$ 23,672</u>	<u>\$ 18,647</u>	<u>-21.2%</u>
Surplus/(Shortfall)	<u>\$ (3,637)</u>	<u>\$ (3,637)</u>	<u>\$ (522)</u>	
Ending Reserves	<u>\$ 4,541</u>	<u>\$ (2,543)</u>	<u>\$ 571</u>	

**CITY OF ROWLETT  
INSPECTION FEES  
FY 2015 - 2016  
September 30, 2016**

**BUDGET DATA**

	<u>2016 BUDGET</u>	<u>2016 FORECAST</u>	<u>2016 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 291,537	\$ 241,490	\$ 241,490	
Total Revenues	<u>\$ 225,000</u>	<u>\$ 225,000</u>	<u>\$ 252,795</u>	<u>12.4%</u>
Total Expenses Current Year	<u>\$ 218,760</u>	<u>\$ 218,760</u>	<u>\$ 175,091</u>	<u>-20.0%</u>
Surplus/(Shortfall)	<u>\$ 6,240</u>	<u>\$ 6,240</u>	<u>\$ 77,703</u>	
Ending Reserves	<u>\$ 297,777</u>	<u>\$ 247,730</u>	<u>\$ 319,193</u>	



# CITY OF ROWLETT, TEXAS GENERAL FUND DASHBOARD September 30, 2016

## BUDGET SUMMARY OF GENERAL FUND FY2016

### *Revenue Summary*

Revenues	2016 BUDGET	2016 FORECAST	2016 YEAR TO DATE	VARIANCE
<b>Tax Revenues:</b>				
Property taxes	20,732,585	20,732,585	20,154,822	-2.8%
City sales tax	6,251,617	6,251,617	6,705,320	7.3%
Mixed drink tax	59,511	59,511	81,416	36.8%
<b>Total</b>	<b>27,043,713</b>	<b>27,043,713</b>	<b>26,941,558</b>	<b>-0.4%</b>
<b>Franchise Fees:</b>				
Electric	1,505,543	1,505,543	1,467,148	-2.6%
Telephone	264,020	264,020	227,911	-13.7%
Gas	449,247	449,247	410,455	-8.6%
Cable	875,081	875,081	870,823	-0.5%
<b>Total</b>	<b>3,093,891</b>	<b>3,093,891</b>	<b>2,976,337</b>	<b>-3.8%</b>
<b>Licenses and Permits:</b>				
Other	1,023,781	1,023,781	1,327,977	29.7%
<b>Total</b>	<b>1,023,781</b>	<b>1,023,781</b>	<b>1,327,977</b>	<b>29.7%</b>
<b>Charges for Service:</b>				
GISD resource officer	228,554	228,554	243,541	0.0%
Ambulance fees	890,829	890,829	934,562	4.9%
911 Emergency	465,068	465,068	488,700	5.1%
Mowing fees	140,736	140,736	139,935	-0.6%
Other fees & charges	1,249,651	1,249,651	1,153,699	-7.7%
<b>Total</b>	<b>2,974,838</b>	<b>2,974,838</b>	<b>2,960,437</b>	<b>-0.5%</b>
<b>Fines and Forfeitures:</b>				
Municipal court fines	1,008,407	1,008,407	867,530	-14.0%
<b>Total</b>	<b>1,008,407</b>	<b>1,008,407</b>	<b>867,530</b>	<b>-14.0%</b>
<b>Other:</b>				
Interest earnings	55,000	55,000	62,783	14.2%
Miscellaneous	692,500	692,500	824,419	19.0%
<b>Total</b>	<b>747,500</b>	<b>747,500</b>	<b>887,202</b>	<b>18.7%</b>
<b>Internal Transfers:</b>				
Transfers	4,560,112	4,560,112	4,605,639	1.0%
<b>Total</b>	<b>4,560,112</b>	<b>4,560,112</b>	<b>4,605,639</b>	<b>1.0%</b>
<b>Total Revenues</b>	<b>40,452,242</b>	<b>40,452,242</b>	<b>40,566,681</b>	<b>0.3%</b>



**CITY OF ROWLETT, TEXAS  
GENERAL FUND DASHBOARD  
September 30, 2016**

**BUDGET SUMMARY OF GENERAL FUND FY2016**

***Expenditure Summary***

<b>Expenditures</b>	<b>2016 BUDGET</b>	<b>2016 FORECAST</b>	<b>2016 YEAR TO DATE</b>	<b>VARIANCE</b>
Personnel Services	\$ 27,015,168	\$ 27,015,168	\$ 26,121,815	-3.3%
Supplies	2,007,782	2,007,782	1,989,194	-0.9%
Purchase Services	8,183,977	8,183,977	7,815,928	-4.5%
Capital Outlay	1,661,730	1,661,730	1,136,362	-31.6%
Transfers Out	2,187,123	2,187,123	2,273,213	3.9%
<b>Total</b>	<b>\$ 41,055,780</b>	<b>\$ 41,055,780</b>	<b>\$ 39,336,512</b>	<b>-4.2%</b>

<b>By Division</b>	<b>2016 BUDGET</b>	<b>2016 FORECAST</b>	<b>2016 YEAR TO DATE</b>	<b>VARIANCE</b>
City Council	\$ 83,092	\$ 83,092	\$ 86,135	3.7%
City Manager	788,366	788,366	726,865	-7.8%
City Secretary	342,395	342,395	324,831	-5.1%
Development Services	1,709,591	1,709,591	1,473,887	-13.8%
Finance	1,689,647	1,689,647	1,632,711	-3.4%
Fire	9,791,175	9,791,175	9,693,680	-1.0%
Human Resources	528,592	528,592	545,630	3.2%
Information Technology	1,730,732	1,730,732	1,538,787	-11.1%
Library	1,162,324	1,162,324	1,070,621	-7.9%
Parks	3,986,303	3,986,303	3,636,658	-8.8%
Police	11,727,948	11,727,948	11,712,481	-0.1%
Public Works	4,164,614	4,164,614	4,038,112	-3.0%
Non-Departmental	3,351,001	3,351,001	2,856,115	-14.8%
<b>Total</b>	<b>\$ 41,055,780</b>	<b>\$ 41,055,780</b>	<b>\$ 39,336,512</b>	<b>-4.2%</b>



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

4000 Main Street  
P.O. Box 99  
Rowlett, TX 75080-0099  
[www.rowlett.com](http://www.rowlett.com)

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**AGENDA DATE:** 01/03/17

**AGENDA ITEM:** 5B

**TITLE**

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

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager



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

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www.rowlett.com

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**AGENDA DATE:** 01/03/17

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the December 13, 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 13, 2016 City Council Regular Meeting.

**ATTACHMENTS**

12-13-16 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 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.

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

**Absent:** Mayor Gottel, Councilmember van Bloemendaal, and Councilmember Hargrave (present for the Work Session)

#### 1. CALL TO ORDER

Mayor Pro Tem Dana-Bashian called the meeting to order at 5:45 p.m.

#### 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)

Angie Smith, Director of Parks and Recreation, along with Brad Marshall, Chair for the Golf Advisory Board, presented the findings of the audit and provided clarification of overseeding, and a review of American Golf's Audit Action Plan. There was some discussion of current and historic drainage problems. Staff will follow up with American Golf on status of Action Plan.

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

Marc Kurbansade, Director of Development Services, presented the program timeline and framework along with Maria Martinez, Community Services Manager, and Blake Scott, Building Official. It was the consensus of Council to begin the program in Fiscal Year 2017.

Councilmember Hargrave left the meeting at 7:00 p.m.

#### **4. DISCUSS CONSENT AGENDA ITEMS**

Councilmember Bobbitt asked for clarification of Item 7D. Mayor Pro Tem Dana-Bashian asked for clarification of Item 7E.

Council adjourned the Work Session at 7:15 p.m.

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

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

**INVOCATION** – Brian Hiatt, Cornerstone Assembly of God

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

#### **5. PRESENTATIONS AND PROCLAMATIONS**

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

Mayor Pro Tem Dana-Bashian announced the following:

##### **COUNCIL MEETINGS**

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

##### **P & Z MEETINGS**

- NEXT MEETINGS 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**

- 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
  - 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

- 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
  - 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
- THEY WILL BE SELECTED AND ANNOUNCED ON FRIDAY, DECEMBER 16
- QUESTIONS? CALL COMMUNITY ADVOCATE COORDINATOR, ELISE BOWERS @ 972.412.6165 OR [EBOWERS@ROWLETT.COM](mailto:EBOWERS@ROWLETT.COM)

#### SHARE THE WARMTH! CAMPAIGN

- THE CITY OF ROWLETT ADMINISTRATIVE TEAM WANTS TO THANK EVERYONE FOR ALL THE DONATIONS!

- BECAUSE OF YOU, A CHILD WILL HAVE WARM GLOVES, HATS AND SOCKS THIS YEAR
- WE COLLECTED 415 SETS OF GLOVES, HATS AND SOCKS THAT WILL BE HANDED OUT TO ROWLETT CHILDREN IN NEED.
- RECEIVED WERE MANY WARM BABY ITEMS THAT HAVE BEEN DONATED TO JONATHAN'S PLACE.

REMINDERS:

ANNUAL STOP-A-COP FOR CHRISTMAS TOY DRIVE

- NOW – FRIDAY, 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

ANIMAL SHELTER

- LOW COST VACCINATION CLINIC
  - NO CLINIC HELD IN JANUARY
  - NEXT CLINIC WILL BE HELD ON SUNDAY, FEBRUARY 5<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
  - CLOSED SATURDAY, DECEMBER 24<sup>TH</sup> – MONDAY, DECEMBER 26<sup>TH</sup> FOR CHRISTMAS HOLIDAYS – OPEN ON TUESDAY, DECEMBER 27<sup>TH</sup>

CLOSED MONDAY, JANUARY 2<sup>ND</sup> FOR NEW YEAR'S HOLIDAY

Mayor Pro Tem Dana-Bashian announced the “Let’s Make Christmas Great Again” event presented by Rowlett Strong at First Baptist Church of Rowlett on Saturday, December 17<sup>th</sup> from

10am to 2pm. This is a Christmas party for tornado affected residents and a toy give away for the children. Attendees are asked to bring their Red Cross documentation.

**6. CITIZENS' INPUT**

There were no speakers.

**7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the December 6, 2016 City Council Regular Meeting.

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

- 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.

**This item was approved as RES-125-16 on the Consent Agenda.**

- 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.

**This item was approved as RES-126-16 on the Consent Agenda.**

- 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.

**This item was approved as RES-127-16 on the Consent Agenda.**

- 7E.** Consider action approving an Interlocal Cooperation Agreement between Rockwall County and the City of Rowlett regarding municipal judge services.

**This item was approved as RES-128-16 on the Consent Agenda.**

- 7F.** Consider action to approve a resolution to amend the City Personnel Manual's Vacation Leave Payout policy.

**This item was approved as RES-129-16 on the Consent Agenda.**

**Passed the Consent Agenda**

**A motion was made by Deputy Mayor Pro Tem Sheffield, seconded by Councilmember Bobbitt, 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.** 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.

Jim Grabenhorst, Director of Economic Development, presented the information for this item.

**A motion was made by Deputy Mayor Pro Tem Sheffield, 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 RES-130-16.**

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

**9. ADJOURNMENT**

Mayor Pro Tem Dana-Bashian adjourned the meeting at 7:49 p.m.

**AGENDA DATE:** 01/03/17

**AGENDA ITEM:** 7B

### TITLE

Consider action to approve a resolution accepting the bid of and awarding a contract to Armadillo Underground Utilities, LLC in the amount of \$323,820 for the total base bid with a five percent (5%) contingency for \$16,191 and up to \$5,000 for an early completion bonus, resulting in a total project amount of \$345,011 for the construction of a 16-Inch Water Line along State Highway 66 west of Rowlett Road 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

This project is the construction of a 16-inch water line west of Rowlett Road for 450 feet along State Highway 66 (SH66) and is the completion of the Big A 20-Inch Transmission Line Project. The Big A 20-Inch Transmission Line extends from the PGBT Frontage Road to Rowlett Road and SH66.



### BACKGROUND INFORMATION

The City is developing an upper pressure plane to serve the western and northwestern areas of the City with higher water pressure. Freese and Nichols, Incorporated (Freese and Nichols) analyzed the water system and recommended additional improvements to increase pressure in these areas of the City. The Big A 20-Inch Transmission Line Project is part of the Freese and Nichols plan for upper pressure plane development.

On March 18, 2014, City Council approved a Professional Services Agreement with Neel-Schaffer, Inc. (Neel-Schaffer) for engineering design of the Big A 20-Inch Transmission Line Project.

On April 7, 2015, City Council awarded a construction contract for the Big A 20-Inch Transmission Line Project in the amount of \$1,520,000 to Tri-Con Services.

On September 15, 2015, City Council approved a change order to the Big A 20-Inch Transmission Line Project for installation of a 16-inch by 16-inch tapping sleeve with additional work by hot tap operations.

## DISCUSSION

The purpose of this project is to connect the Big A Road 20-inch waterline to an existing 16-inch waterline along SH 66. The Big A Road 20-inch waterline was originally designed to connect to a 16-inch line along Rowlett Road shown on the City's water maps. However, during construction of the 20-inch waterline, the 16-inch line along Rowlett Road was found to be abandoned. Therefore, in order to get the 20-inch waterline tested and placed in service, it was connected temporarily to a 12-inch waterline until a new connection point could be designed and constructed. The 12-inch connection will not supply the water needed to transport water through the proposed Upper Pressure Plane (UPP).

Upon review and investigation of the existing large transmission waterlines active in the vicinity of the Rowlett Road and SH 66 intersection, staff directed Neel-Schaffer to develop an engineering plan for construction of a 16-inch water line from the terminus of the Big A 20-inch transmission line at Rowlett Road and SH66 to an active 16-inch water line located 450 westerly of Rowlett Road and SH66. This project is one of two remaining critical transmission waterline projects yet to be constructed in order to provide a looped transmission waterline for the UPP. The other project is construction of a 16-inch waterline along the PGBT from SH 66 to Main Street, which is 90% designed and will be bid in January.

Notice to Bidders was published in the *Dallas Morning News* on October 6 and 13, 2016 as well as posted on the City website. Sealed bids were received in the Purchasing Office until 2:00 p.m., October 21, 2016 and then publicly opened and read aloud in the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088 in accordance with Texas Local Government Code.

Bids were received from Armadillo Underground Utilities, LLC at \$323,820, Tri-Con Services, Inc. at \$499,905 and Quality Excavation (informal).

BIDDER	AMOUNT
Armadillo Underground Utilities, LLC	\$323,820
Tri-Con Services, Inc.	\$499,905
Quality Excavation, LTD	Informal Bid

The City has verified references and past experience of Armadillo Underground Utilities, LLC and found their previous experience to be satisfactory.

### **FISCAL/BUDGET IMPLICATIONS**

Funds are available in the amount of \$345,011 in CIP Project Fund WA2098 12-Inch Water Line Miller east of Chiesa. This fund is identified as funds for pressure plane improvements.

<b>Project Code</b>	<b>Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
WA2098	12 Inch Water Line Miller east of Chiesa	\$350,000	\$345,011
<b>TOTAL</b>		<b>\$350,000</b>	<b>\$345,011</b>

### **RECOMMENDED ACTION**

Staff recommends City Council adopt a resolution accepting the bid of and awarding a contract to Armadillo Underground Utilities, LLC in the amount of \$323,820 for the total base bid with a five percent (5%) contingency for \$16,191 and up to \$5,000 for an early completion bonus, resulting in a total project amount of \$345,011 for the construction of a 16-Inch Water Line along State Highway 66 west of Rowlett Road.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO ARMADILLO UNDERGROUND UTILITIES, LLC IN THE AMOUNT OF \$323,820 FOR THE TOTAL BASE BID WITH A FIVE PERCENT (5%) CONTINGENCY FOR \$16,191 AND UP TO \$5,000 FOR AN EARLY COMPLETION BONUS, RESULTING IN A TOTAL PROJECT AMOUNT OF \$345,011 FOR THE CONSTRUCTION OF A 16-INCH WATER LINE ALONG STATE HIGHWAY 66 WEST OF ROWLETT ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICE; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Freese and Nichols has determined that it is necessary to construct the 16-inch water line from Rowlett Road and SH66 to an existing 16-inch water line 450 feet to the west of Rowlett Road and SH66 for the upper pressure plane project; and

**WHEREAS**, Neel-Schaffer has developed an engineering plan for construction of the proposed 16-inch water line from Rowlett Road and SH66 to the existing 16-inch water line 450 feet to the west of Rowlett Road and SH66; and

**WHEREAS**, the Purchasing Division has taken sealed bids as per Bid #2017-02 and is recommending award to the lowest responsible bidder; and

**WHEREAS**, City staff recommends that a construction contract be awarded to Armadillo Underground Utilities, 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 Armadillo Underground Utilities, LLC.

**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 awarding of a contract to Armadillo Underground Utilities, LLC in the amount of \$323,820 for the total base bid with a five percent (5%) contingency for \$16,191 and up to \$5,000 for an early completion bonus, resulting in a total project amount of \$345,011 for the construction of a 16-Inch Water Line along State Highway 66 west of Rowlett Road and authorizing the Mayor to execute the necessary documents for said services

**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 - SH 66 16 Inch Waterline from Rowlett Road Westerly 450 Feet - City Bid No. 2017-02**

Bid Opening: 10/21/2016 @ 2:00 pm City Hall Conference Room Engineer: Neel-Schaffer, Inc. Engineer's Estimate: \$305,000				Armadillo Underground Utilities, LLC 11450 Hirsch Road Houston, Tx 77016		Tri-Con Services 3010 W Main Street Rowlett, Tx 75088 214-794-8999		Quality Excavation, Ltd. 958 US Hwy 377, Ste.# 200 Aubrey, Tx 76227 940-765-4749	
PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	General Site Preparation	LS	1	\$5,000.00	\$5,000.00	\$48,500.00	\$48,500.00	\$0.00	\$0.00
2	Mobilization	EA	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
3	F & I Traffic Control Plan	LS	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$0.00	\$0.00
4	F & I SWPPP with Erosion Control Plan	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00
5	Project Sign	EA	1	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$0.00	\$0.00
6	Remove Existing Reinforced Concrete Sidewalk (all thicknesses)	SY	12	\$10.00	\$120.00	\$35.00	\$420.00	\$0.00	\$0.00
7	F & I 4" Reinforced Concrete Sidewalk (including doweling, subgrade preparation and all ancillary items)	SY	12	\$50.00	\$600.00	\$110.00	\$1,320.00	\$0.00	\$0.00
8	Remove Existing Reinforced Concrete Pavement (all thicknesses)	SY	83	\$20.00	\$1,660.00	\$35.00	\$2,905.00	\$0.00	\$0.00
9	F & I Reinforced Concrete Pavement Panel Replacement per City Standard SD-18 (including doweling, subgrade preparation and all ancillary items)..	SY	83	\$100.00	\$8,300.00	\$250.00	\$20,750.00	\$0.00	\$0.00
10	F & I 16" DR18 C-905 PVC Water Pipe By Open Cut	LF	20	\$400.00	\$8,000.00	\$1,400.00	\$28,000.00	\$773.00	\$15,460.00
11	F&I 20" DR 9 HDPE PE4710 Water Pipe by Horizontal Directional Drill	LF	435	\$440.00	\$191,400.00	\$388.00	\$168,780.00	\$468.00	\$203,580.00
12	F & I 16"x 16" Tapping Sleeve, Valve & Vault	EA	1	\$26,000.00	\$26,000.00	\$53,000.00	\$53,000.00	\$25,900.00	\$25,900.00
13	F & I 24"x 20" Tapping Sleeve, Valve & Vault	EA	1	\$39,000.00	\$39,000.00	\$78,000.00	\$78,000.00	\$33,722.00	\$33,722.00
14	F & I 12" Gate Valve (Insertion Valve)	EA	1	\$20,000.00	\$20,000.00	\$38,000.00	\$38,000.00	\$18,250.00	\$18,250.00
15	F & I Blow Off Valve per City Standard SD-12	EA	1	\$2,000.00	\$2,000.00	\$11,400.00	\$11,400.00	\$5,400.00	\$5,400.00
16	F & I Trench Safety	LF	60	\$1.00	\$60.00	\$13.00	\$780.00	\$65.00	\$3,900.00
17	Remove & Restore Landscaping in Curb Island @ SH 66 Tie-In to Like or Better Condition	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00
18	F & I Silt Fence	LF	60	\$3.00	\$180.00	\$5.00	\$300.00	\$7.00	\$420.00
19	F & I Block Sodding w/ 4" of Top Soil	SY	100	\$5.00	\$500.00	\$10.00	\$1,000.00	\$13.00	\$1,300.00
<b>TOTAL</b>					<b>\$323,820.00</b>		<b>\$499,905.00</b>		<b>Informal Bid</b>

Informal Bid - First Page of Proposal Was Not Submitted



October 27, 2016

Mr. Yousuf Bawany, P.E.  
Project Engineer / Public Works  
City of Rowlett  
4310 Industrial Street  
Rowlett, Texas 75088

Reference: City of Rowlett – SH 66 16 Inch Waterline from Rowlett Road Westerly 450 Feet  
City Bid #2017-02

Dear Mr. Bawany:

Sealed bids were received by the City of Rowlett on October 21, 2016 for the above project. Three contractors submitted bids for this project. Attached is a copy of the Bid Tabulation.

The lowest bid was submitted by Armadillo Underground Utilities, LLC in the amount of \$323,820.00. Below is a summary of the bids on this project:

<u>Bidder</u>	<u>Bid</u>
Armadillo Underground Utilities, LLC.	\$ 323,820.00
Tri-Con Services, Inc.	\$ 499,905.00
Quality Excavation Ltd.	Informal Bid

The proposal from Quality Excavation Ltd. did not include Sheet 1 of 3 of the proposal and was therefore considered informal or irregular. The total they showed on Sheet 3 of 3 was \$379,112.00.

Of the five references submitted by Armadillo Underground Utilities, LLC we were able to talk with three and left voice messages with the remaining two requesting they call. As this bid review document is being prepared we have yet to hear from them.

Of the three references we spoke with, all said they would use Armadillo Underground Utilities, LLC or their sister company, R&A Road Boring, LLC, again and were satisfied with their work quality.

We have not worked with Armadillo Underground Utilities, LLC before and understand they have no prior work experience with the City. Of the five submitted references only one project was in the DFW Metroplex area and we have not heard from that reference.

O:\Jobs\13400 - Rowlett SH 66 16 In. Waterline\Admin\Correspondence\Bid 2017-02 - SH 66 16 Inch Waterline from Rowlett Road Westerly 450 Feet - Bid Review.docx



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

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

**AGENDA DATE:** 01/03/17

**AGENDA ITEM:** 7C

**TITLE**

Consider action to approve a resolution awarding an annual contract in the amount of \$125,000 and with four optional annual extensions to Nortex Concrete Lift & Stabilization, Inc. for pavement leveling services in the unit amount specified in the City of Grand Prairie pavement leveling contract and by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie and authorize 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 City of Grand Prairie has renewed its contract with Nortex Concrete Lift & Stabilization, Inc. (Nortex) for pavement leveling services. The City desires to contract with Nortex for pavement leveling services in the unit amount specified in the Grand Prairie contract by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie.

**BACKGROUND INFORMATION**

On April 25, 2008, the City entered into an Interlocal Purchasing Agreement with the City of Grand Prairie.

On November 16, 2016, Grand Prairie entered into a contract agreement with Nortex for pavement leveling services in the unit amount of \$3.93 per ton of polyurethane foam. The contract term is for one year with four (4) optional annual renewals with approval of both parties.

**DISCUSSION**

A typical method of concrete repair and rehabilitation is panel replacement. Pavement leveling is an alternative to panel replacement. Pavement leveling consists of injecting high density polyurethane underneath concrete pavement to fill voids and provide structural support to a pavement section. In many situations, the foam injection process is a cost effective alternative to panel replacement for extending the life of concrete pavement.

Nortex has provided pavement leveling services to the City for several years. Their performance is reliable and satisfactory. In the previous year, Nortex stabilized concrete pavement at 71 locations.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding is available in project fund ST2080 in the amount of \$125,000.

PROJECT NUMBER/ACCOUNT CODE	PROJECT TITLE	BUDGET	PROPOSED AMOUNT
ST2080 398-8201-521-8002	Foam Injection under Concrete Pavement	\$125,000	\$125,000
<b>TOTAL</b>		<b>\$125,000</b>	<b>\$125,000</b>

### **RECOMMENDED ACTION**

Staff recommends Council approve a resolution awarding an annual contract in the amount of \$125,000 with four optional annual extensions to Nortex Concrete Lift & Stabilization, Inc. for pavement leveling services in the unit amount specified in the City of Grand Prairie pavement leveling contract and by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie and authorize the Mayor to execute the necessary documents for said services.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE AWARD OF AN ANNUAL CONTRACT IN THE AMOUNT OF \$125,000 WITH FOUR OPTIONAL ANNUAL EXTENSIONS TO NORTEX CONCRETE LIFT AND STABILIZATION, INC. FOR PAVEMENT LEVELING SERVICES IN THE UNIT AMOUNT SPECIFIED IN THE CITY OF GRAND PRAIRIE PAVEMENT LEVELING CONTRACT AND BY MEANS OF THE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF GRAND PRAIRIE AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS FOR SAID SERVICES; AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide pavement leveling services at various street locations within the City of Rowlett; and

**WHEREAS**, the City of Rowlett entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie on April 15, 2008; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award an annual contract in the amount of \$125,000 with options to extend an additional four years to Nortex Concrete Lift and Stabilization, Inc. for pavement leveling services in the unit amount specified in the City of Grand Prairie pavement leveling contract and by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie.

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

**Section 1:** The City of Rowlett does hereby approve the award of an annual contract in the amount of \$125,000 with four optional annual extensions to Nortex Concrete Lift and Stabilization, Inc. for pavement leveling services in the unit

amount specified in the City of Grand Prairie pavement leveling contract and by means of the Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie.

**Section 2:** The City of Rowlett does hereby authorize the Mayor to execute the necessary documents for said services and authorize the City Manager or designee to issue purchase orders to conform to this resolution.

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

**ATTACHMENT**

Exhibit A – Pavement Leveling Services – Grand Prairie Contract

**ID**

**6758**

**Department:**  
Purchasing for Streets

**Vendor Name:**  
Nortex Concrete Lift & Stabilization *inc*

**Project Name:**  
16137 Pavement Leveling Services - Nortex - initial contract

**Work Order Number(s):**

**Account Number:**  
0

**Contract Amount:**  
\$632,730.00

**Implementation Date:**  
11/16/2016

**Termination Date:**  
10/31/2017

**City Council Appr. Date:**  
11/15/2016

**Insurer A Name:**  
State Farm Mutual Auto Ins

**Insurer A Expiration:**  
7/1/2017

**Insurer B Name:**  
*Admiral Ins. Co.*

**Insurer B Expiration:**  
*11/09/17*

**Insurer C Name:**  
*American Home Assurance*

**Insurer C Expiration:**  
*12/07/14*

**Insurer D Name:**

**Insurer D Expiration:**

**Insurer E Name:**

**Insurer E Expiration:**

**Return Executed Copy To:**  
Purchasing Interoffice mail, Angi Mize

**Department Manager Signature:**

*Deborah C. Mize*

**Date:**

*November 18, 2016*

**City Attorney Signature:**

*Steph A*

**Date:**

*22 Nov 2016*

**City Manager/Deputy City Manager Signature:**

*[Signature]*

**Date:**

*11.23.16*

**City Secretary Signature:**

*for [Signature]*

**Date:**

*11/23/16*

CONTRACT for SERVICES PRICE AGREEMENT  
CITY OF GRAND PRAIRIE

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

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **NORTEX CONCRETE LIFT & STABILIZATION INC.** (hereinafter referred to as “VENDOR”) and evidences the following:

**I. PURPOSE**

VENDOR shall provide pavement leveling services per bid award resulting from VENDOR’S response to RFB #16137, submitted by Gary Franklin, on August 8, 2016..

**II. DESCRIPTION OF SERVICES**

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR’S bid to the CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

**III. PERFORMANCE OF WORK**

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

#### **IV. PAYMENT**

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$632,730.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

#### **V. TERM OF THE CONTRACT**

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 16, 2016. No new orders shall be accepted, against this Contract term, after midnight on October 31, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

#### **VI. CONTRACT ASSIGNMENT**

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

#### **VII. CONFLICT OF INTEREST**

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

## **VIII. CHANGE IN WORK**

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

## **IX. CONFIDENTIAL WORK**

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

## **X. OWNERSHIP OF DOCUMENTS**

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

## **XI. NONDISCRIMINATION**

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

## **XII. INDEPENDENT VENDOR**

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

## **XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY**

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

## **XIV. INSURANCE**

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

## **XV. NO VERBAL AGREEMENT**

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

## **XVI. TERMINATION**

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

## **XVII. VENUE**

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

## **XVIII. APPLICABLE LAWS**

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

## **XIX. CONTRACT INTERPRETATION**

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

## **XX. NOTICES**

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

### **CITY:**

Angi Mize, Sr. Buyer ~ Purchasing Division  
972-237-8262 Phone ~ 972/237-8265 Fax  
amize@gptx.org  
City of Grand Prairie  
326 W. Main Street, Grand Prairie, TX 75050  
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Department  
972-237-8526 Phone  
dstovall@gptx.org  
City of Grand Prairie  
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:  
Gary Franklin  
817/831-1240 Phone  
Baso1011@yahoo.com  
Nortex Concrete Lift & Stabilization, Inc.  
201 NW 26th St., Fort Worth, TX, 76164

#### **XXI. SEVERABILITY**

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

#### **XXII. RIGHT OF REVIEW**

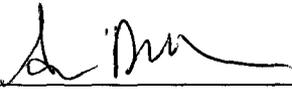
VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

#### **XXIII. WAIVER OF ATTORNEYS FEES**

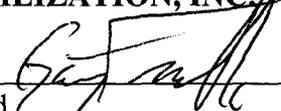
VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 16<sup>th</sup> day of November, 2016.

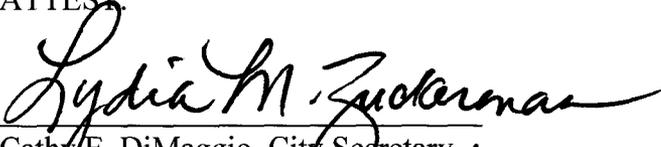
**CITY OF GRAND PRAIRIE, TEXAS**

By:   
Tom Cox, Deputy City Manager

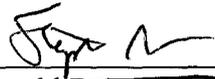
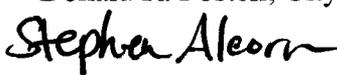
**NORTEX CONCRETE LIFT & STABILIZATION, INC.**

By:   
Printed Name: Gary Franklin  
Title: GM / Secretary

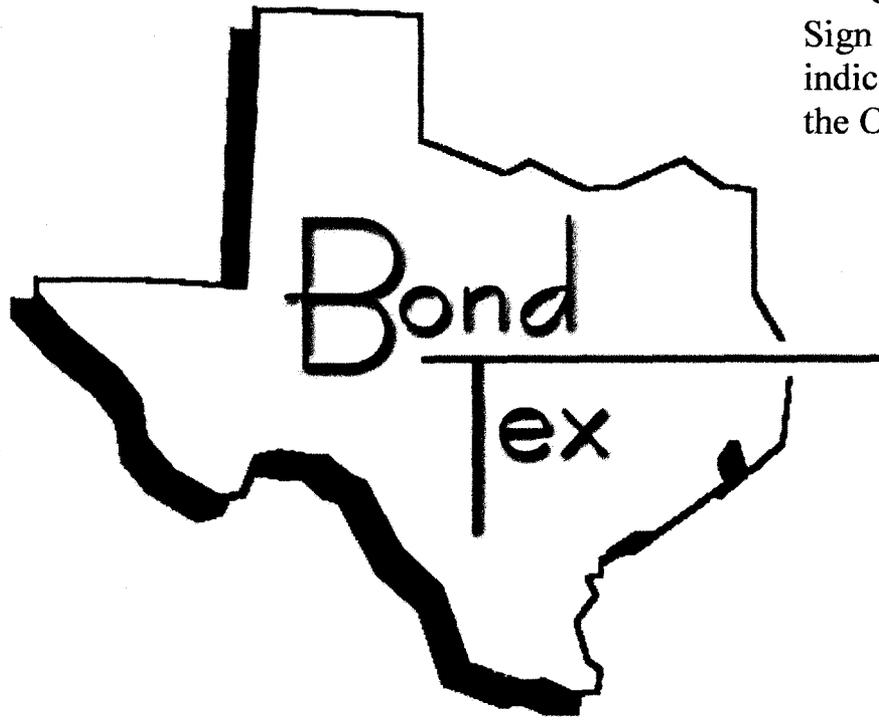
ATTEST:

*for*   
Cathy E. DiMaggio, City Secretary  
11/23/2016

APPROVED AS TO FORM:

 ASST CITY ATT.   
Donald R. Postell, City Attorney  


**Original Bond:**  
Sign the bond where  
indicated and forward to  
the Obligee.



*Serving your Insurance and Bonding Needs*

**BondTex Agency**  
147 W Main St  
Azle, TX 76020

**Phone:**  
817-747-BOND (2663)  
800-998-8842

**Fax:**  
817-747-6660

**E-mail:**  
[info@bondtexasagency.com](mailto:info@bondtexasagency.com)

**Website:**  
[www.bondtexasagency.com](http://www.bondtexasagency.com)

City of Grand Prairie  
PERFORMANCE BOND

Bond # 4408360

Bid 16137

STATE OF TEXAS  
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of ~~Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100~~ Dollars (\$ 632,730.00 ) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.  
PRINCIPAL

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

Title: \_\_\_\_\_

Address: 201 NW 26th St.

Fort Worth, TX 76164

Name and address of the Resident Agent of Surety is: Steve Nelson

6835 Woodland Dr., Dallas, TX 75225

SureTec Insurance Company  
SURETY

By: Rachelle Hane

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210

PLano, TX 75024

City of Grand Prairie  
PAYMENT BOND

Bid 16137

Bond # 4408360

STATE OF TEXAS  
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the penal sum of ~~Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100~~ Dollars (\$ 632,730.00) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

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

Title: \_\_\_\_\_

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company

SURETY

By: Rachelle Hauer

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210

Plano, TX 75024

Name and address of the Resident Agent of Surety is: Steve Nelson

6835 Woodland Dr., Dallas, TX 75225

City of Grand Prairie  
MAINTENANCE BOND

Bid 18137

Bond # 4408360

STATE OF TEXAS  
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of ~~Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100~~ Dollars (\$ 632,730.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to City of Grand Prairie which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said Nortex Concrete Lift & Stabilization, Inc. as Contractor and Principal and the said SureTec Insurance Company Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.  
PRINCIPAL  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 201 NW 26th St.  
Fort Worth, TX 76164

SureTec Insurance Company  
SURETY  
By: Rachelle Hains  
Title: Attorney-In-Fact  
Address: 5741 Legacy Dr., Suite 210, Plano, TX 75024  
\_\_\_\_\_  
Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Rachelle Harris, Heath Harris

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

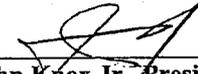
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

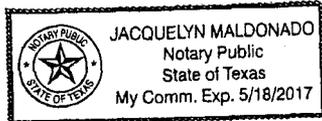
SURETEC INSURANCE COMPANY

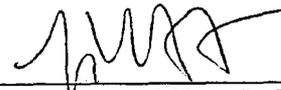
By:   
John Knox Jr., President



State of Texas                    SS:  
County of Harris

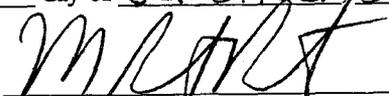
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1<sup>st</sup> day of September, 2016, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

## **Solicitation 16137**

# **PAVEMENT LEVELING SERVICE**

**Bid Designation: Public**



**City of Grand Prairie**

**Bid 16137  
PAVEMENT LEVELING SERVICE**

Bid Number **16137**  
 Bid Title **PAVEMENT LEVELING SERVICE**

Bid Start Date **Aug 5, 2016 9:32:56 AM CDT**  
 Bid End Date **Aug 19, 2016 2:00:00 PM CDT**  
 Question & Answer End Date **Aug 12, 2016 4:30:00 PM CDT**

Bid Contact **Angi Mize**  
**Buyer**  
**Purchasing**  
**972-237-8262**  
**amize@gptx.org**

Contract Duration **1 year**  
 Contract Renewal **4 annual renewals**  
 Prices Good for **120 days**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.**

**Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262**

**Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.**

**Item Response Form**

Item **16137-01-01 - Attachment A, Bid Sheet**  
 Quantity **161000 pound**  
 Unit Price **\$3.93**  
 Delivery Location **City of Grand Prairie**  
No Location Specified  
 Qty **161000**

**Description**

Pavement leveling services in accordance with the attached specification.  
 Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Specification



**REQUEST FOR BID  
RFB #16137  
PAVEMENT LEVELING SERVICE**

**1. PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.

**2. SERVICE**– All services shall include but not limited to the following:

- 2.1** Vendor shall furnish all equipment and supplies needed for raising and undersealing of concrete slabs, sidewalks, and pavement. All equipment and supplies used must be capable of performing all operations in accordance with the specification.
- 2.2** Vendor shall cut any exposed rebar or concrete joints that are preventing a level surface.
- 2.3** All debris in way of performing work shall be cleaned and picked up prior to and after work is completed.
- 2.4** Vendor shall provide written summary report containing location, area (sf), and quantity (lb.) to be signed off by a City representative at end of each work day.
- 2.5** Each location shall be marked and noted for warranty purposes.
- 2.6** Vendor shall ensure each location is level and no pooling of water will occur
- 2.6** Retainage will not be held for this project.
- 2.7** Material
  - 2.7.1** The material shall be a hydrophobic, closed cell, high density polyurethane system with the following physical characteristics and properties:

Property	Requirement
Density, minimum, per ASTM D 1622	4.0 ± ½ lb/ft <sup>3</sup> (64 ± 8 kg/m <sup>3</sup> )
Compressive Strength, minimum, per ASTM D 1621	80 psi (550 kPa)
Tensile Strength, minimum	90 psi (620 kPa)
Volume Change, maximum	+5.0 percent
Curing Rate	90 percent of compressive strength within 15 minutes after injection

## Specification

- 2.7.2 The polyurethane foam system will have a free rise density of 4.0 +/- lb./cubic foot, with a minimum compressive strength of 80 psi. The expansion of the polyurethane foam under pressure increases the foam density above the original free rise density value. The compressive strength is a function of density of the tested material; therefore the foam produced during the lifting process will have a higher compressive strength than foam produced without restriction (free rise).
- 2.7.3 Final elevations shall be within ¼" (0.02 ft.) of the elevations proposed by profile. A tight string line or straight edge may be used to monitor elevations. Final elevations shall be verified. The Contractor shall be responsible for any blowouts or excessive lifting which may result from process and shall repair the damaged area to the satisfaction of the owner without additional cost.
- 2.7.4 The high-density polyurethane formulation shall reach 90% of full compressive strength within 15 minutes from injection. The method for verification of quantity used must be approved by the Owner prior to work being pre-formed.
- 2.7.5 Pumping units shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.
- 2.7.6 A picture shall be taken of the flow meter prior to starting a project and another picture of the meter shall be taken after completion on each project to verify quantities. Flow meter shall be cleared to zero before starting work at each project. Project inspector shall verify the quantities for each project. Pictures of each location will be submitted daily.
- 2.7.7 The polyurethane material shall be measured in pounds.

### 3. TRAFFIC CONTROL

- 3.1 The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .
- 3.2 Traffic control will be broken into the following two categories:
  - 3.2.1 Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
  - 3.2.2 Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 3.3 Construction signs shall not be removed from the project until approved by the city.

## Specification

- 3.4 No street shall be closed except upon written authority from the city.
- 3.5 At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
- 3.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
- 3.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 3.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

## 4. CONTRACTOR QUALIFICATIONS

- 4.1 Bidder must be engaged in the business of providing pavement leveling services for a minimum of five years within the last seven years.
- 4.2 Bidder must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 4.3 Bidder must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified.

## 5. SAFETY REQUIREMENTS

- 5.1 The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 5.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

## Specification

- 5.3** All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 5.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 5.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 5.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 5.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

**6. WARRANTY**

A warranty of 10 years shall be required for each repair.

**7. PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

<b>Activity</b>	<b>Target Dates</b>
Release Bid	Friday, August 5, 2016
Deadline for Questions	Friday, August 12, 2016
Responses to Questions	Monday, August 15, 2016
Deadline for Receipt of Bids	Friday, August 19, 2016
Council Date	Tuesday, October 11, 2016

**8. CONTACT**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at [amize@gptx.org](mailto:amize@gptx.org) / 972-237-8262 no later than **August 12, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync ([www.bidsync.com](http://www.bidsync.com)) by **August 16, 2016 at 4:30 pm (CST)**.

Specification

**9. BID EVALUATION**

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
<u>Past Relationship with the City and/or other Municipalities</u>	<u>10%</u>
<b>TOTAL</b>	<b>100%</b>

**10. SUBMITTAL – ITEMS TO BE SUBMITTED WITH BID**

Interested parties **MUST** submit at least one hard copy in a sealed envelope or electronic copy (flash drive, CD, or through BidSync) of the following items for consideration. The submission should be in the order stated below:

- 10.1** Bid Pricing (Attachment A)
- 10.2** Questionnaire & References (Attachment B)
- 10.3** Conflict of Interest Questionnaire (Attachment C)
- 10.4** Submittal Affirmation Form (Attachment D)
- 10.5** **OR** Statement of No Response (Attachment G)

**Bids must be submitted as requested above no later than the response deadline of August 19, 2016 by 2:00 p.m. to:**

Angi Mize, Senior Buyer  
 Purchasing Division  
 326 W. Main Street  
 Grand Prairie, Texas 75050

**Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

## Specification

**11. AGREEMENT TERMS AND AWARD**

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

**12. CONTRACT AWARD**

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

**13. BONDS****13.1 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

**13.2 MAINTENANCE BOND**

The successful bidder shall furnish a Maintenance Bond in the amount of fifty (50%) percent of the total bid price. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or a bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact who signs for the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

## Request for Bid Questionnaire

All questions should be answered clearly and completely. **Marketing materials WILL NOT be accepted in lieu of this questionnaire.** This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

### General Information & References:

RESPONDENT NAME AND TITLE:	GARY FRANKLIN GM/SECRETARY
COMPANY:	NORTEX CONCRETE LIFT & STABILIZATION INC.
ADDRESS, CITY, STATE ZIP:	201 NW 26TH ST FORT WORTH TX 76164
TELEPHONE NUMBER:	817-831-1240
E-MAIL:	baso1011@yahoo.com
FEDERAL TAX ID:	20-0291992
Provide 3 References, <b>please include contact name, agency name, title, phone number and email</b> of those you have provided similar services in the past three years	
Reference 1:	
Name & Title -	DAVID MARK HODGES MANAGER OF STREETS DIVISION
Agency Name -	CITY OF MESQUITE
Phone -	972-216-6282
Email -	mhodges@cityofmesquite.com
Reference 2:	
Name & Title -	KEN PLAGGE PROJECT SUPERVISOR
Agency Name -	CITY OF PLANO PUBLIC WORKS
Phone -	972-769-4147
Email -	kenp@plano.gov
Reference 3:	
Name & Title -	GLYN STRICKLAND STREETS DIVISION SUPERVISOR
Agency Name -	LITTLE ELM
Phone -	972-377-5559
Email -	gstrickland@littleeelm.org

**Service Questions:**

1.	How many years have you been in business?	13
2.	How many years have you been performing the type of work detailed in the specification?	13
3.	What is the total value of work you currently have under contract?	\$6.5 million
4.	What is the percentage of work that is self-performed? (approximate)	90-95%
5.	Has your firm ever failed to complete a contract?	No
6.	Has your firm ever filed for bankruptcy? If so, when?	No
7.	Please list any pending judgment claims or suits against your company and explain on an additional	

page.

N/A

8. Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

9. Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

10. In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)

See Attached

11. List municipal/government agencies you have worked with, along with the **contract amount, number of years contracted, agency contact, their email and phone number.** Use separate sheet if needed.

Contract - \$

Yrs. Contracted -

Name -

Phone -

Email -

Contract - \$

Yrs. Contracted -

Name -

Contract - \$

Was the project finished on time -

Was the project within budget -

Name -

Contract - \$

Was the project finished on time -

Was the project within budget -

Name -

Contract - \$

Was the project finished on time -

Was the project within budget -

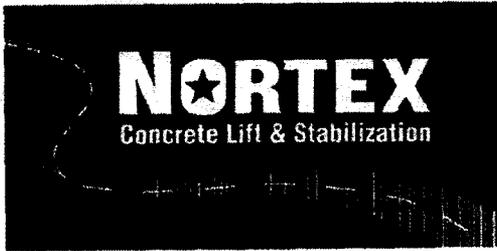
Name -

Contract - \$

Was the project finished on time -

Was the project within budget -

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.



201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

Remit Payment To:  
P.O. Box 4935  
Fort Worth, TX 76164

## NORTEX BREAKDOWN SERVICE LIST

### **INTERNATIONAL TRUCKS**

617 North Freeway, Fort Worth TX 76164

817-336-4651

P.O.C. Jeremy

### **S & W POWER SYSTEMS & ENGINE SERVICE**

4100 Eastern Ave, Oklahoma City OK 73129

405-677-6637

P.O.C. Sam

Most Breakdowns are handled in house with our maintenance department. Equipment failures occur out of town as well and we will typically have things fixed close to our working locations.



201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

**MUNICIPAL CONTRACTS**

**CITY OF GRAND PRAIRIE, TX ANNUAL CONTRACT**

LELAND MILLER  
[lmiller@gptx.org](mailto:lmiller@gptx.org)  
972-207-6211

2007-2016  
\$125,000-\$250,000

**CITY OF PLANO, TX ANNUAL CONTRACT**

KEN PLAGGE  
[kenp@plano.gov](mailto:kenp@plano.gov)  
214-729-7326

2006-2016  
\$1,932,000.00

**CITY OF MESQUITE, TX ANNUAL CONTRACT**

MARK HODGES  
[mhodes@cityofmesquite.com](mailto:mhodes@cityofmesquite.com)  
972-216-6282

2013-2016  
\$150,000-770,000

**THE TOWN OF FLOWER MOUND, TX ANNUAL CONTRACT**

RICK ADDINGTON  
[rick.addington@flower-mound.com](mailto:rick.addington@flower-mound.com)  
817-454-8080

2005-2016  
\$75,000.-125,000

**JEFFERSON PARISH, LA ANNUAL CONTRACT**

DAVE MACALUSO  
[dmacaluso@jeffparish.net](mailto:dmacaluso@jeffparish.net)  
504-481-4140

2012-2016  
\$340,000

**CITY OF FORT WORTH, TX**

TARIQUL ISLAM  
[tariqul.islam@fortworthtexas.gov](mailto:tariqul.islam@fortworthtexas.gov)  
817-392-2486

**INTERLOCAL CONTRACT**

2013-2016  
\$250,000

**ROWLETT, TX**

ROBERT HARRIS  
[rharris@rowlett.com](mailto:rharris@rowlett.com)  
469-853-9730

**INTERLOCAL CONTRACT**

2007-2016  
\$125,000

**LITTLE ELM, TX**  
GLYN STRICKLAND  
[ggstrickland@littleelm.org](mailto:ggstrickland@littleelm.org)  
972-377-5559

**INTERLOCAL CONTRACT**

2010-2016  
\$150,000

**ARLINGTON, TX**  
BILL BATEMAN  
[bill.bateman@arlingtontx.gov](mailto:bill.bateman@arlingtontx.gov)  
817-903-1964

**INTERLOCAL CONTRACT**

2013-2016  
\$50,000-\$100,000

**KELLER, TX**  
KELLY HOWELL  
[khowell@cityofkeller.com](mailto:khowell@cityofkeller.com)  
817-988-0432

**INTERLOCAL CONTRACT**

2012-2016  
\$80,000

**COPPELL, TX**  
KEITH MARVIN  
[kmarvin@coppelltx.gov](mailto:kmarvin@coppelltx.gov)  
972-304-3681

**INTERLOCAL CONTRACT**

2010-2015  
\$50,000-125,000

**FARMERS BRANCH, TX**  
PHILLIP THOMAS  
[phillip.thomas@farmersbranchtx.gov](mailto:phillip.thomas@farmersbranchtx.gov)  
972-919-2597

**INTERLOCAL CONTRACT**

2005-2006  
2007-2011  
2014-2016  
\$50,000-\$250,000

**BURLESON**  
RAY GONZALES  
[rrgonzales@burlesontx.com](mailto:rrgonzales@burlesontx.com)  
817-917-8409

**INTERLOCAL CONTRACT**

2007-2016  
\$50,000

**VARIOUS OTHER CITIES IN DFW**

\$5,000-\$50,000

**NORTEX**  
Concrete Lift & Stabilization

201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

## COMPLETED DEPT OF TRANS JOBS/ REFERENCE LIST 2010-PRESENT

<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>
<b>PRAIRIE CONTRACTORS INC</b> OPELOUSA, LA 70571-1530 DAMIEN DOUCET 337-658-9005	MARCH 2010	\$212,933.00
<b>KANSAS DEPT OF TRANSPORTATION</b> BRIDGE APPROACHES DIPS JEFF WOODWARD 785-527-2520	APRIL 2010	\$387,962.00
<b>WIREGRASS CONSTRUCTION CO</b> 5510-A Wares Ferry Rd Montgomery AL 36117 Steve Martin 334-850-0527	MAY 2010	\$512,409.00
<b>GIBSON ASSOCIATES</b> 11210 RYLIECREST BALCH SPRINGS TX 75180	MAY 2010	\$154,586.00
<b>KANSAS DEPT OF TRANSPORTATION</b> 3200 E 45TH ST WICHITA, KS 67220 BRIDGE APPROACHES DIPS SAMMI FORD	SEPT 2010	\$52,887.00
<b>KNIFE RIVER</b> PO BOX 1800 WACO TX 76703 UNDERSEALING	OCT 2010	\$457,292.00
<b>OKLAHOMA DEPT OF TRANSPORTATION</b> POB 53448 OKLAHOMA CITY, OK 73152 FAX 405/521-3789 OFFICE 405/521-2112 CONTACT: JOHN W. MORRISON	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$1,000,000.00

<b>OKLAHOMA TURNPIKE AUTHORITY</b> PO BOX 11357 OKLAHOMA CITY OK 73136 CONTACT MIKE COLE	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
<b>ARKANSAS HIGHWAYS AND TRANSPORTATION</b> LITTLE ROCK, AR DIPS/BRIDGE APPROACH SLABS CONTACT BRUCE STREET 870-251-2374	2011-2015 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
<b>TEXAS DEPT OF TRANSPORTATION</b> NAVARRO COUNTY CONTACT GEORGE COPPACK 903-874-9313 DIPS BRIDGE APPROACHES	JUNE 2011	\$220,712.00
<b>GILCHRIST CONSTRUCTION - LADOTD</b> ALEXANDRIA, LA CONTACT JUSTIN GASPARD 318-715-7340 UNDERSEALING	JUNE 2011	\$166,589.00
<b>LAFARGE CONSTRUCTION -KDOT</b> WITCHITA, KS CONTACT DEAN BOGRIGHT 316-734-3140 BRIDGE APPROACHES	JUNE 2011	\$94,109.00
<b>SOUTH DAKOTA DEPT OF TRANSPORTATION</b> RAPIDS CITY, SD CONTACT JOHN GERLACH 605-394-6968 BRIDGE APPROACHES	AUG 2011	\$149,054.00
<b>TEXAS DEPT OF TRANSPORTATION</b> DALLAS COUNTY MAINTENANCE CONTRACT CONTACT DANNY CLANTON 972-263-1387 DIPS BRIDGE APPROACHES	2011-2013	\$2,000,000.00
<b>KANSAS DEPT OF TRANSPORTATION</b> AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS 66606 MARY FILES 785-296-3986	OCT 2011	\$419,938.00
<b>GOOD HOPE CONTRACTING - ALDOT</b> FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	JAN 2012	\$695,540.00
<b>JEFFERSON PARISH</b> NEW ORLEANS, LA CONTACT DAVE MACALUSO 504-481-4140 RAISING/UNDERSEALING	2012-2014 2014-2016	\$439,000.00 \$442,000.00
<b>GOOD HOPE CONTRACTING - ALDOT</b> FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	MAR 2012	\$1,800,000.00

<b>JACKSON PAVING ALDOT</b> FORT PAYNE ALABAMA CONTACT RON JACKSON UNDERSEALING	2012-2013	\$6,823,849.00
<b>TEXAS DEPT OF TRANSPORTATION</b> TARRANT CO FORT WORTH, TX CONTACT MIKE SEPEDA 817-232-3280 BRIDGE APPROACHES, DIPS	JUNE 2012	\$364,159.00
<b>NORTH TEXAS TOLLWAY AUTHORITY</b> DALLAS CO DALLAS, TX CONTACT ABDUL QUIDDAS BRIDGE APPROACHES	AUG 2012	\$316,450.00
<b>KANSAS DEPT OF TRANSPORTATION</b> AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS CONTACT JOAN SMITH	JAN 2013	\$281,250.00
<b>TEXAS DEPT OF TRANSPORTATION</b> EAST HARRIS CO HOUSTON, TX CONTACT SCOTT FISHER 713-636-7400 BRIDGE APPROACHES, DIPS	JUNE 2013	\$560,818.00
<b>TEXAS DEPT OF TRANSPORTATION</b> NORTH HARRIS CO HOUSTON, TX CONTACT REGINALD PHIPPS 281-319-6450 BRIDGE APPROACHES, DIPS	JULY 2013	\$513,517.00
<b>BASS CONSTRUCTION - LADOTD</b> BOSSIER CITY, LA CONTACT JAMES BREWER 318-548-8429 BRIDGE APPROACHES	OCT 2013	\$64,490.00
<b>TEXAS DEPT OF TRANSPORTATION</b> TARRANT CO FORT WORTH, TX CONTACT RALPH GARZA 817-370-6500 DIPS	JAN 2014	\$72,300.00
<b>TEXAS DEPT OF TRANSPORTATION</b> DALLAS CO. CONTACT MICHEAL CHAVEZ 972-235-3314 DIPS HWY 161	MARCH 2014	\$159,000.00
<b>PROGRESSIVE CONST. - LADOTD</b> SHREVEPORT, LA CONTACT ROBERT BIRDWELL 318-446-2069 BRIDGE APPROACHES	MARCH 2014	\$81,366.00
<b>KANSAS DEPT OF TRANSPORTATION</b> DISTRICT 1 TOPEKA, KS CONTACT NATHAN ANSTEY 620-342-5402 BRIDGE APPROACHES, DIPS	MAY 2014	\$431,250.00

<b>FORBY CONTRACTING - LADOTD</b> ALEXANDRIA, LA BRIDGE APPROACHES/DIPS CONTACT RANDY RIMER 320-385-0042	JUNE 2014	\$217,303.00
<b>ROY JORGENSEN ASSOCIATES</b> DALLAS CO CONTACT JIMMIE MILES 469-475-9579 DIPS HWY 161 - FRONTAGE ROAD	JULY 2014	\$300,000.00
<b>TEXAS DEPT OF TRANSPORTATION</b> ORANGE CO BRIDGE APPROACH SLABS CONTACT WILLIE CELENSTINE SR 409-924-6525	SEPT 2014	\$409,197.00
<b>DBI SERVICES</b> HILL CO DIPS CONTACT JON-DAVID JENKINS 254-848-4139	NOV 2014	\$60,909.00
<b>TEXAS DEPT OF TRANSPORTATION</b> HARRIS CO BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT PAUL ELEY 281-536-3129	JAN 2015 - JUNE 2015	\$5,385,343.00
<b>TEXAS DEPT OF TRANSPORTATION</b> DALLAS CO DIPS AND UNDERSEALING CONTACT MICHAEL THOMAS 972-235-3314	AUG 2015	\$339,589.00
<b>CTRMA (AUSTIN, TX TOLLWAY AUTHORITY)</b> HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT MICHELLE STRACENER 512-342-3239	SEPT 2015	\$112,387.00
<b>OK DEPT OF TRANSPORTATION</b> VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	OCT 2015	\$368,878.00
<b>TEXAS DEPT OF TRANSPORTATION</b> MCCLENNON CO BRIDGE APPROACH SLABS CONTACT BRUCE JOHNSON 254-230-7296	JAN 2016	\$108,755.00
<b>OKLAHOMA TURNPIKE AUTHORITY</b> H.E. BAILEY TURNPIKE DIPS AND UNDERSEALING CONTACT KEVIN SIMPSON	APRIL 2016	\$169,688.00
<b>ARKANSAS HIGHWAYS DEPARTMENT</b> VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	APRIL 2016	\$181,801.00

**TJ CAMPBELL CONSTRUCTION**  
ODOT- DISTRICT #4  
BRIDGE APPROACHES/JOINT SEALING  
CONTACT: ADAM HODGES 405-620-1831

MAY 2016

\$127,810.00

**TEXAS DEPT OF TRANSPORTATION**  
MONTGOMERY CO  
BRIDGE APPROACH SLABS/DIPS  
CONTACT: TBD

JUNE 2016-PENDING

\$766,000.00

Name - \_\_\_\_\_  
Phone - \_\_\_\_\_  
Email - \_\_\_\_\_  
  
Contract - \$ \_\_\_\_\_  
Yrs. Contracted - \_\_\_\_\_  
  
Name - \_\_\_\_\_  
Phone - \_\_\_\_\_  
Email - \_\_\_\_\_

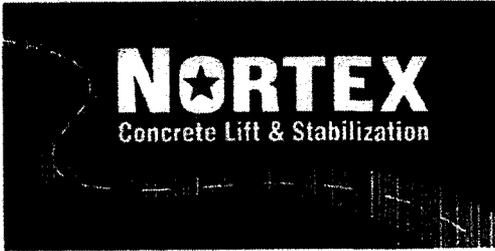
12. Describe how you meet or exceed the minimum qualifications in the specification.

See Attached

13. Describe the experience in providing similar services within the last 2 years:

Name - CITY OF GRAND PRAIRIE  
Contract - \$ 250,000.00  
Was the project finished on time - YES  
Was the project within budget - YES

Name - CITY OF FORT WORTH  
Contract - \$ 250,000.00  
Was the project finished on time - YES  
Was the project within budget - YES



201 NW 26<sup>th</sup> St.  
Fort Worth, TX 76164  
(817) 831-1240 office  
(817) 831-1245 fax

Remit Payment To:  
P.O. Box 4935  
Fort Worth, TX 76164

### **Exceeding Minimum Requirements**

Size of fleet; we run 7 crews on a day to day basis, with 8 possible in busy cases allowing us to keep up with heavy workloads and not fall behind on projects. Also allows us to be flexible, can typically respond to emergency repairs or "hot spots" within 24-hour notice.

Traffic control; we have 5 arrow boards and enough signs and delineators to run multiple closures at any given time all over DFW. Again allowing quick response to making necessary repairs.

Traffic control certification; as a company we have 11 people certified as a Traffic Control Supervisor through ATSSA. Proper training and experience on the roadways to maintain the safest work zones possible.

Experience; wide range of infrastructure projects both large and small over the years. This experience is of great value to the city when making decisions on what applications will be successful and when there may be a better idea, as well as knowing the quality of work will be up to par.

Familiarity; we have been working under this contract for the previous 10 years and crews and inspectors have been working with each other a long time, and know what is expected.

Quality of material; for years we have used a higher quality material than specs called for allowing us to use less material to get the job done. Over a 10 year period the savings for the city is in the 10's of thousand if not 100's.

Warranty; we have always honored our 10 year warranty without any fighting or pushback.

Reputation; we have a strong reputation around the DFW area for work quality and working well and expeditiously with public works departments to get the job done.

Outstanding safety record, customer service record, and financial standing.

**LIST OF EMPLOYEES**

Employee Last Name	Job Title	Years of Experience
See Attached		

**LIST OF MACHINERY AND EQUIPMENT**

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. **Example: (2 each Walker automatic paint spray machines).**

Equipment/Machinery	Years in Service	Qty
See Attached		

**NORTEX LIST OF EMPLOYEES**

<b>EMPLOYEE LAST NAME</b>	<b>JOB TITLE</b>	<b>EXPERIENCE</b>
FRANKLIN	VICE PRESIDENT	13
FRANKLIN	SECRETARY/GM	13
DEROSA	ASST GM	8
LINCOLN	PROJECT MANAGER	12
SIMPSON	PROJECT MANAGER	5
HOBSON	HEAD MECHANIC	4
BROWN	MECHANIC	8
WILBUR	TRUCK BOSS	12
CHAVEZ	TRUCK BOSS	10
SAVARY	TRUCK BOSS	10
JUAREZ	TRUCK BOSS	8
KLUGE	TRUCK BOSS	6
WALTON	TRUCK BOSS	6
TOLBERT	TRUCK BOSS	6
STEIRWALT	TRUCK BOSS	6
LYON	TECHNICIAN	5
LORD	TECHNICIAN	3
YOUNG	TECHNICIAN	3
TEEL	TECHNICIAN	3
PALACIOS	TECHNICIAN	2
MORA	TECHNICIAN	1
ALLUMNS	TECHNICIAN	1
BUITRON	TECHNICIAN	1
FLORES	TECHNICIAN	<1
ROBBINS	TECHNICIAN TRAINING	<1
SMITH	TECHNICIAN TRAINING	<1
CRONK	TECHNICIAN TRAINING	<1

NORTEX EQUIPMENT LIST  
OWNED

QTY	DESCRIPTION & CAPACITY	AGE OF ITEMS	PURCHASE PRICE
1	2005 FORD F-450 TRUCK	10	\$40,581.25
1	1988 CHEVROLET 1 TON TRUCK	27	\$1,500.00
1	1995 WELLS FARGO TRAILER	20	\$10,500.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$17,484.00
1	DIESEL GENERATOR 100KW	12	\$13,893.31
1	AIR COMPRESSOR	12	\$405.00
2	HILTI EQUIP DRILLS	12	\$7,000.00
16	HILTI EQUIP DRILLS	NEW	RENTAL 3 YR
10	HILTI LASER	NEW	RENTAL 3 YR
2	TRANSFER PUMPS	12	\$2,081.00
4	E-Z DRILLS	12	\$26,280.00
1	DIESEL GENERATOR	12	\$13,893.31
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2013	3	\$73,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$16,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$6,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$15,600.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$8,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$13,500.00
1	TARGET PRO 66 CONCRETE SAW	10	\$15,000.00
1	CONCRETE SAW TRAILER	8	\$3,100.00
1	2006 FORD F-550 TRUCK	9	\$44,483.32
1	DIESEL GENERATOR 100KW	10	\$15,802.06
1	DIESEL GENERATOR 40KW	10	\$10,708.76
4	GRACO TRANSFER PUMPS	9	\$3,600.00
1	INTERNATIONAL DIESEL BOBTAIL TRUCK	9	\$58,729.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	AIR COMPRESSOR	9	\$405.00
1	AIR COMPRESSOR	9	\$405.00
1	TARGET PRO 66 CONCRETE SAW	9	\$15,500.00

NORTEX EQUIPMENT LIST  
OWNED

1	CONCRETE SAW TRAILER	12	\$3,100.00
1	HELI 5K FORKLIFT	15	\$10,000.00
1	ARROWBOARD	10	\$1,400.00
1	ARROWBOARD	10	\$3,200.00
1	ARROWBOARD	10	\$1,200.00
1	ARROWBOARD	7	\$2,700.00
1	ARROWBOARD	7	\$2,700.00
1	DIESEL GENERATOR 100KW	8	\$15,907.64
1	DIESEL GENERATOR 100KW	8	\$15,802.06
1	AIR COMPRESSOR INGERSOLL RAND	11	\$6,440.00
1	AIR COMPRESSOR INGERSILL RAND	11	\$6,440.00
1	2001 DODGE PICKUP	14	\$4,000.00
1	2000 CHEVY PICKUP	15	\$3,000.00
1	2002 INGERSOL RAND 375 COMPRESSOR	13	\$11,500.00
1	EZ DRILL G3 GANG DRILL 2007	9	\$36,000.00
1	EZ DRILL G3 GANG DRILL 2012	4	\$33,500.00
1	FOAM TRAILER RIG 2008	7	\$15,000.00
16	GM006A2R21-5 FLOW METERS	5	\$28,800.00
	TOTALS		\$1,174,244.39

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>Date Received</p>
1	<p>Name of vendor who has a business relationship with local governmental entity.</p> <p>N/A</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p>N/A Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>N/A</p>	
4	Signature of vendor doing business with the governmental entity	Date

**CITY OF GRAND PRAIRIE  
SUBMITTAL AFFIRMATION FORM**

**FORM AND ADDENDA ACKNOWLEDGEMENT**

This will acknowledge your submittal contains all items as specified in section 10 and receipt of the following addenda which are part of the Solicitation Documents:

All items identified in section 10 have been submitted

Addendum No.  ,  ,  ,  ,

**INTERLOCAL PURCHASING**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

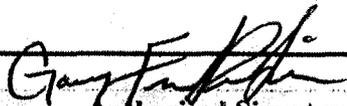
**OTHER CONDITIONS**

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

**SUBMITTAL CERTIFICATION**

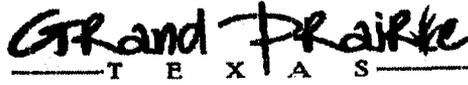
BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

  
Authorized Signature

GM/SECRETARY  
Title

GARY FRANKLIN  
Print/Type Name

AUGUST 16, 2016  
Date



**ADDENDUM #1  
RFB # 16137  
PAVEMENT LEVELING SERVICES**

August 15, 2016

- 1. Revised paragraphs 3.2.2 remove the following sentence in its entirety; price for traffic control will be included in your price per pound.**

Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract.

- 2. Please see attached Revised Standard Terms; added paragraph 30 for Stormwater requirements.**
- 3. Please see attached Q&A.**

Angi Mize  
Sr. Buyer  
(972) 237-8262

G.F.  
8/17/16

## STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
5. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
6. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
7. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
8. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
10. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

11. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
12. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
13. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
14. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification.
15. **F.O.B.:** All shipping shall be F.O.B. delivered.
16. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

## Standard Terms

## Attachment E

17. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
18. **COOPERATIVE/INTERLOCAL PURCHASING:** If the Vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
19. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
20. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
21. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.
22. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
23. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

## Standard Terms

## Attachment E

24. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.
25. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
26. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
27. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
28. **ADDENDA:** Any interpretations, corrections, or changes to this solicitation will be made by the City of Grand Prairie through a written addendum.
29. **PRICE REDETERMINATION:** A price re-determination for the increase in cost for goods or services shall be considered by the City of Grand Prairie only at contract renewals. Requests for price re-determination shall be substantiated in writing and provided to the City no less than 30 days prior to contract renewal. The City reserves the right to negotiate with the vendor on any price re-determination requests and to reject any price re-determination requests that are deemed as not in the best interest of the City.

**INSURANCE and INDEMNITY**

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

**Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.**

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.



STATEMENT OF NO RESPONSE

RFB #16137  
 BID NAME

The City of Grand Prairie is very appreciative of the time and effort you expend in preparing and submitting qualifications to the city. If you are not submitting a response, please complete and return this form.

We, the undersigned, have declined to submit for the following reason(s):

- Specification too "tight", i.e. geared toward one firm only *(please explain reasons below)*
- Specification unclear. *(Please explain below)*
- Insufficient time to respond
- We do not offer the services(s) requested
- Our schedule would not permit us to perform
- Unable to meet requirements
- Job too large
- Job too small
- Cannot provide required insurance or bonding (if required)
- Do not wish to do business with the City of Grand Prairie. *(Please explain below)*
- Other *(Please explain below)*

REMARKS:

Company Name:  Contact:

Phone:  Email:

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

PRINCIPAL

SURETY

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Name and address of the Resident Agent of Surety is: \_\_\_\_\_

**PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SURETY

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_ a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, to \_\_\_\_\_ which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said \_\_\_\_\_ as Contractor and Principal and the said \_\_\_\_\_, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

PRINCIPAL
By: \_\_\_\_\_
Title: \_\_\_\_\_
Address: \_\_\_\_\_

SURETY
By: \_\_\_\_\_
Title: \_\_\_\_\_
Address: \_\_\_\_\_

Attorney-in-Fact

## Question and Answers for Bid #16137 - PAVEMENT LEVELING SERVICE

### Overall Bid Questions

There are no questions associated with this bid.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2016**PRODUCER**  
HALEY CARTER STATE FARM  
328 W MAIN ST., STE 1  
AZLE, TX 76020**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURED**  
NORTEX CONCRETE LIFT & STABILIZATION, INC.  
201 NW 26TH ST  
FORT WORTH, TX 76164**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: State Farm Mutual Auto Insurance Company 25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	96 0737-A01-43	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
City of Grand Prairie is listed as additional insured with waiver of subrogation**CERTIFICATE HOLDER**City of Grand Prairie Purchasing Department  
PO Box 534045  
Grand Prairie, TX 75053-4045**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE  
JUDY BUTLER, SSA

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nortex Concrete Lift & Stabilization  
Fort Worth, TX United States

Certificate Number:  
2016-139009

Date Filed:  
11/21/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

CITY OF GRAND PRAIRIE

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFB 16137  
PAVEMENT LEVELING SERVICE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Gary Franklin*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Franklin, this the 21<sup>st</sup> day of November, 2016, to certify which, witness my hand and seal of office.

*B. Simpson*  
Signature of officer administering oath

Brian Simpson  
Printed name of officer administering oath

Texas Notary  
Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Rachelle Harris	
BondTex Agency		<b>PHONE (A/C, No, Ext):</b> (817) 747-2663	<b>FAX (A/C, No):</b>
147 W. Main St		<b>E-MAIL ADDRESS:</b> rharris@bondtexagency.com	
Azle TX 76020		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>NAIC #</b>	
Nortex Concrete Lift & Stabilization, Inc		<b>INSURER A:</b> Admiral Insurance Company	
201 NW.26th St		<b>INSURER B:</b> American Home Assurance-AIG	
Fort Worth TX 76164		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y Y	CA000017138-05	11/09/2016	11/09/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> OTHER						\$	
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y Y	GX000000186-01	11/09/2016	11/09/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB					CLAIMS-MADE	AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED					RETENTION \$	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A Y	9674583-13	12/07/2015	12/07/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Prairie	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Purchasing Division PO Box 534045 Grand Prairie, TX 75035	
	AUTHORIZED REPRESENTATIVE <i>Rachelle Harris</i>

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

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

**AGENDA DATE:** 01/03/17

**AGENDA ITEM:** 8A

**TITLE**

Conduct a public hearing and take action on a rezoning request to amend Planned Development (PD) Ordinance No. ORD-010-13 to modify the development standards for a detached garage. The subject property is located at 6809 Miller Road, being .98 +/- acres further described as a portion of Tracts 16.2, 66, and 58 out of the Charles D. Merrell Survey, Abstract Number 957, City of Rowlett, Dallas County, Texas.

**STAFF REPRESENTATIVE**

Tony Felts, Planning Manager

**SUMMARY**

The applicant is requesting a rezoning to amend PD #010-13 in order to modify the development requirements for a new detached garage. The applicant is proposing to build the detached garage at 6809 Miller Road (Attachment 1 – Location Map) with a brick exterior instead of the fiber cement board as required by the existing PD.

The Planning and Zoning Commission voted unanimously to recommend approval of this item at their December 13, 2016, regular meeting. The item was discussed under Item C1, which can be viewed at the following link: <http://rowlettx.swagit.com/play/12142016-856>.

**BACKGROUND INFORMATION**

Over the past few years, the applicant, Dave Holl, through Kayak Instruction Foundation Inc. has operated a successful kayaking program at Paddle Point Park. Since 2013, Mr. Holl has used 6809 Miller Road, as his home office and as a storage facility for his kayaks. In 2014, Mr. Holl acquired the property at 6917 Miller with the hope of expanding his kayak operation north of Miller Road. The December 26, 2015, tornado destroyed the existing homes at 6809 Miller Road and 6917 Miller Road. Mr. Holl is now moving forward to rebuild the homes that were destroyed and to expand his kayaking operation closer to Lake Ray Hubbard by opening a kayak shop at 6917 Miller Road. Mr. Holl has obtained a building permit to rebuild his house at 6809 Miller Road, which will eventually also include a 1,200 square-foot detached garage (approved by PD Ordinance 010-13) to store his kayaks until the property at 6917 Miller Road is developed.

City Council adopted the existing PD on May 7, 2013, to allow the applicant to utilize a 1,200 square-foot detached garage for his kayak operations subject to the requirements stipulated in the PD ordinance (Attachment 2 – PD #010-13). One of those requirements stipulated that the exterior of the detached garage be composed of fiber cement board. The applicant wishes to use a brick exterior that will match his new home instead of using fiber cement board (Attachment 3 – Garage Elevations). The location of the detached garage on the subject property will also be

slightly altered from what was shown on the concept plan in PD #010-13. The new location of the detached garage will be located as shown in Attachment 4. All other requirements including the screening requirements outlined in the existing will still apply. The applicant is proposing no other changes to the existing PD.

## **DISCUSSION**

Section 77-805 of the *RDC* states that the City Council shall consider the following when considering rezoning requests. Staff's commentary is in bold italics beneath each criterion.

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact:

***The proposed rezoning corrects an error in the original Planned Development which limited the allowable exterior materials for the detached garage to fiber cement board only. This amendment to the Planned Development allows exterior materials to be either 100% fiber cement board or 100% masonry (brick or stone), thus allowing flexibility in building materials.***

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code:

***The original Planned Development was determined to support the guiding principles identified in the Rowlett 2020 Comprehensive Plan. This amendment to the Planned Development does not affect that determination, but rather corrects an unnecessarily limiting provision within the Planned Development regulations.***

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public:

***The proposed rezoning to amend the Planned Development will protect the health, safety, morals, and general welfare of the public by allowing redevelopment of a property significantly damaged in the 2015 tornado event, and by allowing more substantial exterior materials to be used in the construction.***

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development:

***As this Planned Development amendment merely modifies the exterior materials provision of the original Planned Development, no additional service or transportation demands above those existing prior to the 2015 tornado event are anticipated.***

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation:

***This Planned Development amendment will have no additional impact to the natural environment.***

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract:

***This Planned Development amendment will not have a significant adverse impact on other property in the vicinity, as the amendment seeks to allow the applicant the option to use masonry construction instead of fiber cement board.***

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification:

***The property is well-suited for the proposed type of activity, use, and construction; this amendment to the Planned Development supports the City's efforts to recover from the 2015 tornado event.***

8. Whether there is determined to be an excessive proliferation of the use or similar uses:

***There is no excessive proliferation of the use requested in the original Planned Development in this area.***

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and:

***This Planned Development amendment ensures that the rebuilding activities on this property will be compatible in both scale and building materials with other properties in the area.***

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land:

***This Planned Development amendment will have no effect on the supply of land in the area.***

***As was indicated in the staff report for the PD that was first adopted on May 7, 2013, the PD met the above criteria for the initial rezoning to allow the 1,200 square-foot detached garage and to allow it to be used for the applicant's home occupation (Kayak Instruction Foundation).***

*In summary, the proposed PD amendment is a minor change that will allow the applicant to build the detached garage with a brick exterior that will match that of the house that is currently under construction. It is staff's opinion that the proposed amendment will not have any adverse impact on adjacent properties.*

**Public Hearing Notices:**

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. City staff mailed 25 200-ft notices and 52 courtesy 500-ft notices November 28, 2016, and as of Friday, December 9, 2016, staff has received one notice in favor of the request and none in opposition. These responses are included as Attachment 5.

**FISCAL IMPACT**

N/A

**RECOMMENDED ACTION**

Move to approve the ordinance to amend Planned Development #010-13.

**ORDINANCE**

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY AMENDING ORDINANCE NO. ORD-010-13, AND AMENDING THE EXISTING "PD" PLANNED DEVELOPMENT GRANTED THEREIN TO AMEND THE DEVELOPMENT STANDARDS ALLOWING FOR AN ACCESSORY STRUCTURE WITH BRICK EXTERIOR, ON A 0.98 +/- ACRE TRACT OF REAL PROPERTY GENERALLY LOCATED AT 6809 MILLER ROAD, BEING FURTHER DESCRIBED AS A PORTION OF TRACTS 16.2, 66, AND 58 OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NUMBER 957, DALLAS COUNTY TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGMENT NUMBER 70- 10642 1 OF THE 162 DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, and Ordinance No. ORD-010-13, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended by amending the Planned Development zoning, to allow the construction of an accessory

building with brick exterior on property described as a 0.98 +/- acre tract of real property generally located at 6809 Miller Road, being further described as a portion of Tracts 16.2, 66, and 58 out of the Charles D. Merrell Survey, Abstract Number 957, Dallas County Texas and being out of a 12.1 acre tract awarded to C.A. Roan by Judgment Number 70-10642 1 of the 162 District Court of Dallas County, dated July 12, 1972, in the City of Rowlett, Dallas County, Texas, and being more specifically described in Exhibit "A ", attached hereto and incorporated herein (hereinafter the "Property").

**SECTION 2.** That Exhibit "C" ("Development Standards, Kayak Instruction Foundation Planned Development") of Ordinance No. ORD-010-13 be and is hereby amended by amending section 1(g) of the section entitled "Accessory Structures," such that section 1(g) shall read in its entirety as follows:

**"EXHIBIT C — DEVELOPMENT STANDARDS  
KAYAK INSTRUCTION FOUNDATION PLANNED DEVELOPMENT**

**Accessory Structures**

1. One pre-engineered steel storage building (or other structure in compliance with applicable zoning and building structural regulations) will be permitted on the Property under the following regulations:

...

- g. The façade of the structure may be improved with 100% fiber cement board of neutral or earth tone or 100% masonry exterior (brick or stone) matching the main dwelling on the Property.

..."

**SECTION 3.** That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in this Ordinance, Ordinance No. ORD-010-13, the provisions of the Rowlett Development Code (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Development Code or other ordinance shall be applied to development and use of the Property.

**SECTION 4.** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the comprehensive Zoning Ordinance as a whole.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

## **ATTACHMENTS**

Exhibit A – Legal Description

Attachment 1 – Location Map

Attachment 2 – PD Ordinance 010-13

Attachment 3 – Building Elevation (Detached Garage)

Attachment 4 – Site Plan

Attachment 5 – Public Hearing Notices

PROPERTY DESCRIPTIONS:

TRACT 16.2

BEING OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957, DALLAS COUNTY, TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGEMENT No. 70-10642-1 OF THE 162ND DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972 AND STYLED LOLA ROAN, A WIDOW ER AL VS. HELEN COOK, ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF MILLER ROAD WITH THE SOUTHWEST RIGHT OF WAY OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, SAID RIGHT OF WAY OBTAINED BY THE CITY OF DALLAS IN DEED FILED IN VOLUME 4, PAGE 507, OF THE DEED RECORDS OF DALLAS COUNTY;

THENCE SOUTH 12 DEGREES 36 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF AN EASEMENT, A DISTANCE OF 97.25 FEET TO A POINT FOR CORNER AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 84 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 54.55 FEET TO A POINT FOR CORNER IN THE SOUTHWEST RIGHT OF WAY OF SAID MISSOURI-KANSAS-TEXAS RAILROAD AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 40 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID MISSOURI-KANSAS-TEXAS RAILROAD, A DISTANCE OF 117.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 2633 SQUARE FEET OR 0.060 ACRES OF LAND, MORE OR LESS.

TRACT 66:

BEING OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957, DALLAS COUNTY, TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGEMENT No. 70-10642-1 OF THE 162ND DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972 AND STYLED LOLA ROAN, A WIDOW ER AL VS. HELEN COOK, ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF MILLER ROAD WITH THE SOUTHWEST RIGHT OF WAY OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, SAID RIGHT OF WAY OBTAINED BY THE CITY OF DALLAS IN DEED FILED IN VOLUME 4, PAGE 507, OF THE DEED RECORDS OF DALLAS COUNTY;

THENCE SOUTH 12 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 97.25 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 84 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 54.55 FEET TO A POINT FOR CORNER IN THE SOUTHWEST LINE OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY RIGHT OF WAY AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 40 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SAID RIGHT OF WAY OF MISSOURI-KANSAS-TEXAS RAILROAD, A DISTANCE OF 216.45 FEET TO A POINT FOR CORNER FROM WHICH A 3/4" IRON PIPE FOUND BEARS SOUTH 00 DEGREE 06 SECONDS WEST, A DISTANCE OF 2.40 FEET; AND SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 84 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 156.60 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, AND SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 12 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,634 SQUARE FEET OR 0.428 ACRES OF LAND, MORE OR LESS.

TRACT 58:

BEING OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957, DALLAS COUNTY, TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGEMENT No. 70-10642-1 OF THE 162ND DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972 AND STYLED LOLA ROAN, A WIDOW ER AL VS. HELEN COOK, ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF MILLER ROAD WITH THE SOUTHWEST RIGHT OF WAY OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, SAID RIGHT OF WAY OBTAINED BY THE CITY OF DALLAS IN DEED FILED IN VOLUME 4, PAGE 507, OF THE DEED RECORDS OF DALLAS COUNTY;

THENCE SOUTH 12 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 276.10 FEET TO A 1/2" IRON ROD FOUND FOR THE POINT BEGINNING;

THENCE NORTH 84 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 156.60 FEET TO A POINT FOR CORNER IN THE SOUTHWEST RIGHT OF WAY LINE OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY FROM WHICH A 3/4" IRON PIPE FOUND BEARS SOUTH 00 DEGREE 06 MINUTES WEST, A DISTANCE OF 2.40 FEET AND SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 40 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SAID SOUTHWEST LINE OF MISSOURI-KANSAS-TEXAS RAILROAD, A DISTANCE OF 134.12 FEET TO A POINT FOR CORNER FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 88 DEGREES 35 MINUTES EAST, A DISTANCE OF 0.90 FEET AND SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 84 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 233.34 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AND SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 05 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.492 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY DEDICATION:

BEING OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957, DALLAS COUNTY, TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGEMENT No. 70-10642-1 OF THE 162ND DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972 AND STYLED LOLA ROAN, A WIDOW ER AL VS. HELEN COOK, ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF MILLER ROAD WITH THE SOUTHWEST RIGHT OF WAY OF MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, SAID RIGHT OF WAY OBTAINED BY THE CITY OF DALLAS IN DEED FILED IN VOLUME 4, PAGE 507, OF THE DEED RECORDS OF DALLAS COUNTY;

THENCE SOUTH 12 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 276.10 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 05 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

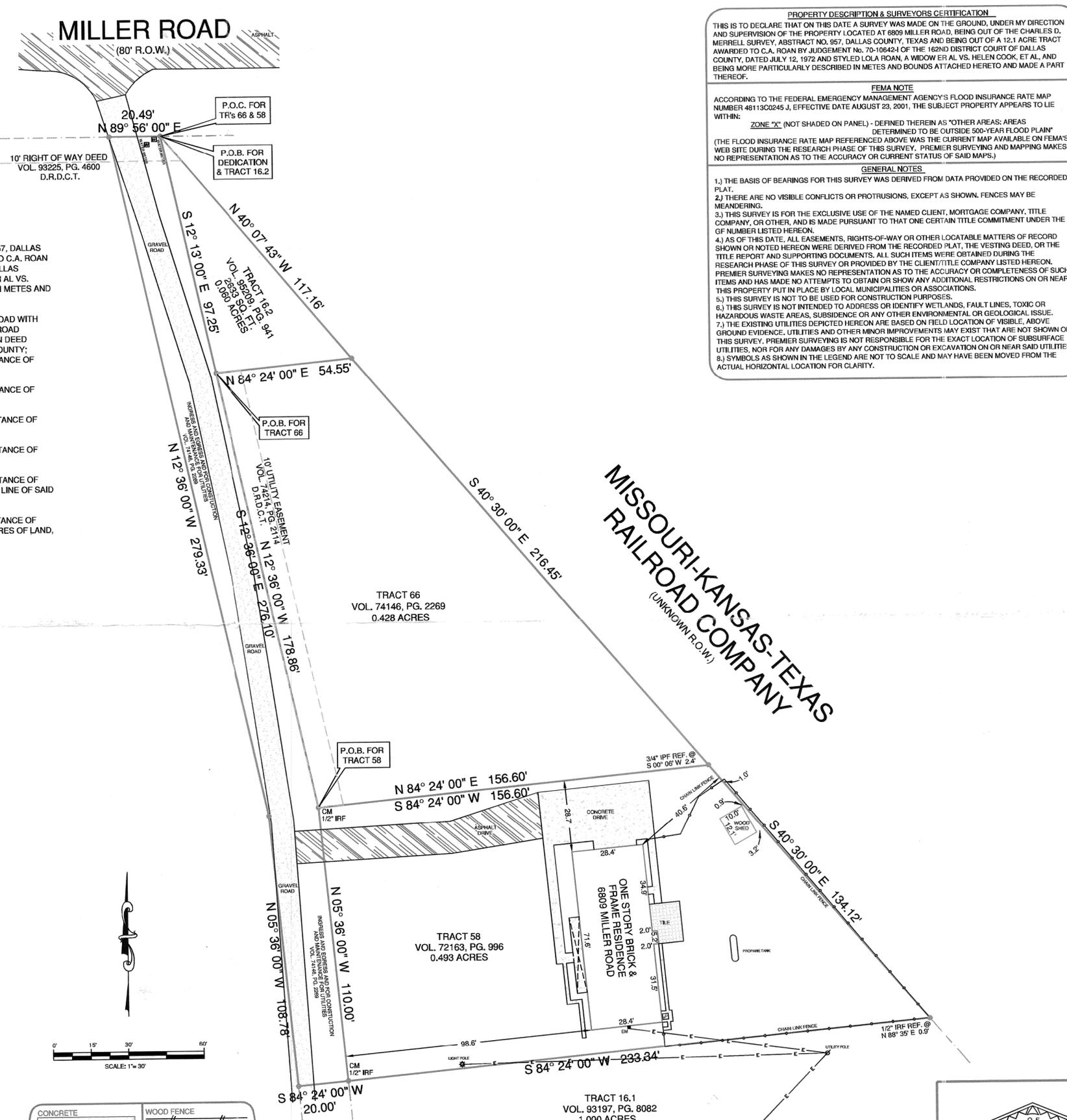
THENCE SOUTH 84 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 05 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.78 FEET TO A POINT FOR CORNER;

THENCE NORTH 12 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 279.33 FEET TO A POINT FOR CORNER IN THE SOUTH RIGHT OF WAY LINE OF SAID MILLER ROAD;

THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.178 ACRES OF LAND, MORE OR LESS.

NOTES:  
THE FOLLOWING EASEMENTS DO NOT APPLY TO THIS PROPERTY:  
10(a) EASEMENT, VOL. 1991, PG. 232, D.R.D.C.T.  
THE FOLLOWING EASEMENT DOES APPLY TO THIS PROPERTY:  
10(g) EASEMENT, VOL. 74146, PG. 22698, D.R.D.C.T. (PER WARRANTY DEED)  
THE FOLLOWING EASEMENT IS SUBJECT TO THIS PROPERTY:  
10(i) EASEMENT, VOL. 99197, PG. 8082, D.R.D.C.T.  
BEARINGS ARE BASED ON THE RECORDED DEED.



**PROPERTY DESCRIPTION & SURVEYORS CERTIFICATION**

THIS IS TO DECLARE THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION OF THE PROPERTY LOCATED AT 6809 MILLER ROAD, BEING OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957, DALLAS COUNTY, TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGEMENT No. 70-10642-1 OF THE 162ND DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972 AND STYLED LOLA ROAN, A WIDOW ER AL VS. HELEN COOK, ET AL, AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS ATTACHED HERETO AND MADE A PART THEREOF.

**FEMA NOTE**

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 48113C0245 J, EFFECTIVE DATE AUGUST 23, 2001, THE SUBJECT PROPERTY APPEARS TO LIE WITHIN:

**ZONE "X"** (NOT SHADED ON PANEL) - DEFINED THEREIN AS "OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN"

(THE FLOOD INSURANCE RATE MAP REFERENCED ABOVE WAS THE CURRENT MAP AVAILABLE ON FEMA'S WEB SITE DURING THE RESEARCH PHASE OF THIS SURVEY. PREMIER SURVEYING AND MAPPING MAKES NO REPRESENTATION AS TO THE ACCURACY OR CURRENT STATUS OF SAID MAPS.)

**GENERAL NOTES**

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE RECORDED PLAT.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

**TITLE SURVEY**

**6809 MILLER ROAD**  
CITY OF ROWLETT  
DALLAS COUNTY, TEXAS

GF#: R130039DA  
BORROWER: THE HOLL REVOCABLE LIVING TRUST  
PREMIER JOB #: 13-0246  
TECH: RAH    FIELD: KC  
DATE: 02/08/13  
REVISION DATE: 02/11/2013



CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFPCP = WOOD FENCE COR POST
	CM = CONTROLLING MONUMENT

**RANGER TITLE CO.**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
QUICKEN LOANS, INC.

**Premier**  
Surveying LLC

5800 Plano Parkway, Suite 225  
Plano, Texas 75093  
Phone: 972-612-3601  
Fax: 972-964-7021

FIELD SURVEY DATE: 02/08/13  
THIS SURVEY IS VALID ONLY WITH THE ORIGINAL SIGNED HARD COPIES.





# City of Rowlett

## Official Copy

Ordinance: ORD-010-13

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

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**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING FROM SINGLE FAMILY RESIDENTIAL (SF-10) TO PLANNED DEVELOPMENT (PD) ZONING FOR A 0.98 +/- ACRE TRACT OF REAL PROPERTY GENERALLY LOCATED AT 6809 MILLER ROAD, BEING FURTHER DESCRIBED AS A PORTION OF TRACTS 16.2, 66, AND 58 OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NUMBER 957, DALLAS COUNTY TEXAS AND BEING OUT OF A 12.1 ACRE TRACT AWARDED TO C.A. ROAN BY JUDGMENT NUMBER 70-10642-1 OF THE 162<sup>ND</sup> DISTRICT COURT OF DALLAS COUNTY, DATED JULY 12, 1972, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A", IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**Section 1:** That the Comprehensive Zoning Ordinance, Plan and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended to grant a change in underlying zoning from "SF-10" Single Family Residential to "SF-10" Single Family Residential with "PD" Planned Development overlay for a 0.98 +/- acre tract of real property generally located at 6809 Miller Road, being further described as a portion of Tracts 16.2, 66, and 58 out of the Charles D. Merrell Survey, Abstract Number 957, Dallas County Texas and being out of a 12.1 acre tract awarded to C.A. Roan by Judgment Number 70-10642-1 of the 162<sup>nd</sup> District Court of Dallas County, dated July 12, 1972, in the City of Rowlett, Dallas County, Texas, and being more specifically described in Exhibit "A", attached hereto and incorporated herein (hereinafter the "Property").

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**Section 2:** That the development standards and regulations set forth in Exhibit "C", and Exhibit "D" attached hereto and made a part hereof, shall be applicable to land uses, structures, the use and occupancy of structures, and the development, construction, operation and maintenance of improvements on the Property described herein.

**Section 3:** That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in Exhibit "C" and Exhibit "D", the provisions of the Rowlett Development Code (Chapter 77 of the Code of Ordinances of the City of Rowlett, Texas), and the Code of Ordinances of the City of Rowlett, Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Rowlett Development Code or Code of Ordinances, then the standard or regulation required by the Development Code or other ordinance shall be applied to development and use of the Property.

**Section 4:** That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 5:** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 6:** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**Section 7:** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand

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Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 8:** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

At a meeting of the City Council on May 7, 2013 this Ordinance be adopted. The motion carried by the following vote:

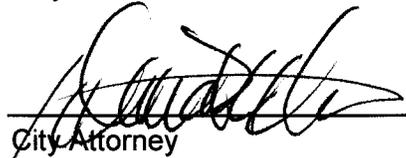
**Ayes: 4** Mayor Gottel, Mayor Pro Tem Phillips, Deputy Mayor Pro Tem Gallops and Councilmember Miller

**Absent: 1** Councilmember Kilgore

**Abstain: 1** Councilmember Pankratz

Approved by   
Mayor

Date May 7, 2013

Approved to form by   
City Attorney

Date May 7, 2013

Approved by   
City Secretary

Date May 7, 2013





## Statement of Intent and Purpose

The Kayak Instruction Foundation, Inc. is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the code. More specifically, the purpose of the Corporation shall be providing training and education to individuals in paddle sports with the additional purpose of promoting sportsmanship, leadership, teamwork, character, and personal integrity and responsibility. The assets and properties of the Corporation are hereby pledged for use in performing its exempt functions.

At Paddlepoint Park, The Kayak Instruction Foundation, Inc. (KIF) will focus on program that cater to kids, people with disabilities and people new to the sport.

Dave Holl the president of (KIF) would like to expand his past relationship with the City at Paddlepoint Park. KIF would like to continue to develop kayak programs which not only conform to "Best Practices" in the industry but are used as a model in defining and setting the evolving "Best Practices" in the paddle sports industry. KIF will do this by exceeding the industry standards with instructor certifications, first aid, lifeguard and CPR certifications and superior equipment. The City and KIF will receive national recognition from these paddle sports activities through mine and KIF's participation in national, regional and local paddle sports organizations.

I have served on the national Board of Directors and as the Treasurer for the American Canoe Association (ACA). I have also served on the ACA Safety, Education and Instruction Council, the private sector body recognized by the Coast Guard and state regulatory paddle sports agencies (TPWD) for developing best practices for paddle sports activities. Locally I am a member of the BSA Circle Ten Aquatics Committee. I am also a lifeguard, wilderness first responder, ACA advanced whitewater kayak instructor and ACA whitewater kayak instructor trainer along with additional certifications.

With regards to the approval criteria in Section 77-805.C.:

**1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;**

The proposed rezoning does not correct an error; however, it could be seen as addressing a changing condition or trend.

I have partnered with the City for about five years, providing kayak programs through the Rowlett Parks and Recreation Department. Last season 2012, KIF purchased a container that was located on Paddle Point Park. This container allowed the program to grow greatly. Many church groups, home school and other local organizations were able to experience kayaking at Padlepoint Park during 2012. Many people from outside Rowlett, visited Rowlett during 2012 to kayak with KIF at Paddle Point Park. Rowlett and Paddlepoint Park is beginning to grow into a destination for kayak activities. Paddlepoint Park is a small park

and there is no space for additional on site kayak storage. If the beneficial and healthy lifestyle kayaking activities at Paddlepoint park are to increase, it will be necessary for KIF to store kayaks at 6809 Miller Road, across the road from Paddlepoint Park.

**2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this Code stated in subchapter 77-103, Purpose of this Code;**

The subject property does not fall within one of the focus areas identified in the Realize Rowlett 2020 Comprehensive Plan. As such, the plan states that the guiding principles and existing zoning should inform development. Of all thirteen guiding principles identified in the plan this proposal most specifically addresses number six, "*Use Lake Ray Hubbard and Rowlett's natural assets to create a distinctive identity and the quality of life desired by the community*", and number 9, "*Support quality educational resources to meet the needs to Rowlett residents throughout their lives.*"

The existing zoning district is Single Family 10. While the proposed uses cannot be considered a "home occupation" due to the size of the storage building and proposed office use, the non-profit business will not generate commercial traffic and as such is compatible with the surrounding residential uses.

The area of Lake Ray Hubbard at Paddlepoint Park is unique in that it is a smaller body of water and protected from the wind on all sides. This makes it a better and safer place for beginners to learn to kayak. KIF will provide the over site at this location and make this resource more available to the public. Use has greatly increased since KIF began on site operations last year. The certifications and experience (teaching and technical paddling skills) Dave Holl brings will provide educational opportunities unmatched by other cities and parks and recreation programs. The sport of kayaking can be a lifelong sport. You do not out grow it. As a lifelong sport, this activity will have both physical and mental benefits for those participating for their entire lives. Over the last decade, KIF has introduced thousands of Girl Scouts and Boy Scouts to kayaking and started them on this beneficial lifelong activity. This requested zoning change will open these beneficial activities to additional people.

**3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;**

As previously mentioned, the proposed uses will not generate commercial traffic, and as such there are no known conditions that would affect the health, safety, morals, or general welfare of the surrounding neighbors. In addition, KIF will provide screening by the time the storage building construction is completed or the site has stabilized so that the screening does not have to be removed after it is planted due to construction activities. and put a fence around the back yard to further screen storage from the view of the surrounding neighbors.

The KIF kayak programs will provide activities leading towards a healthy lifestyle through physical activities. During the summer, we will provide an opportunity for teenagers to constructively spend time learning to kayak and become ACA Certified Kayak Instructors. The same opportunities also exist for adults but KIF will target teenagers and those at risk. The KIF activities will help break the overuse of digital entertainment and replace it with physical activity entertainment. Please see the referenced letters of support: one from Julie Cannariato and a second from Tracy Rosalies. The kayak activities KIF is bringing to Rowlett are viewed as desirable programs by other cities. Other cities are spending a great deal of taxpayer and bond money to develop similar programs for their residents. Rowlett is receiving these programs from KIF at no cost to Rowlett. KIF is bearing the costs of delivering these activities to Rowlett.

- 4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;**

It is not anticipated that the proposed use will generate any additional service demands beyond that of the existing single family home. As previously mentioned, while the proposed uses do not meet the requirements for a "home occupation" it will in essence be run in the same manner as a traditional home occupation and accessory structure.

- 5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;**

Per the City Council's direction no trees will be disturbed in the constructing of the accessory structure. In addition, there are no anticipated adverse impacts related to the other items. The only visible operations will be transporting kayaks from the property to other locations and this will be accomplished during normal working hours utilizing a standard personal truck, thus it is not anticipated to produce adverse noise levels.

- 6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;**

As previously mentioned, while the proposed uses do not meet the requirements for a "home occupation" it will in essence be run in the same manner as a traditional home occupation with no noticeable disturbances to the neighbors. Per the neighbor's concerns KIF will provide screening of the accessory building by putting up eastern red cedars four to six feet tall every 10 feet in front of the storage unit facing the gravel road easement and

smaller red tip shrubbery behind the storage building facing the railroad, as well as replace the existing chain linked fence with a solid wood fence to further screen the backyard. The only visible operations will be transporting kayaks from the property to Paddlepoint Park and other locations. This will be accomplished during normal working hours utilizing a standard personal truck, thus it is not anticipated to produce adverse noise levels. No deliveries shall be made to the site beyond those traditionally related to a residential use (i.e. moving vans, FedEx trucks, etc.) In addition, KIF will only use the existing access easement to access the property from Miller Rd. and at no time will KIF use the proposed cul-de-sac in the adjacent development for business related access.

**7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;**

I was initially drawn to this property due to the proximity of Paddlepoint Park, and the ability to have additional kayaks in close proximity to the park to serve a greater number of people who want to utilize the nature program. As previously mentioned, while the proposed uses do not meet the requirements for a "home occupation", the non-profit business will in essence be run in the same manner as a traditional home occupation, with no noticeable disturbances to the neighbors. For that reason I deem the proposed Planned Development zoning district as suitable for the property as the based SF-10 district.

**8. Whether there is determined to be an excessive proliferation of the use or similar uses;**

There are no other uses of this nature in the City, thus KIF does not deem it to be an "excessive proliferation".

**9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and**

As previously mentioned, to address the adjacent property owner's concerns KIF will screen the accessory structure with a living screen, construct a solid wood fence around the backyard, and only utilize the access easement off Miller Rd. to access the property. In addition, I am providing for a neutral colored, fiber-cement board siding exterior to the accessory structure to ensure it is compatible with the surrounding residential homes. For those reasons I deem that the proposed rezoning will be compatible in scale with the other properties in the vicinity of the subject property.

**10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.**

This question is non-applicable, as this is a unique use that is only appropriate in this location due to the proximity of the park.



**EXHIBIT C – DEVELOPMENT STANDARDS  
KAYAK INSTRUCTION FOUNDATION PLANNED DEVELOPMENT**

The base zoning district is Single-Family-10 (SF-10). This property shall follow all development regulations of the SF-10 zoning district except as called out below.

**Accessory Structures**

1. One pre-engineered steel storage building will be permitted for Kayak Instruction Foundation with the following regulations:
  - a. The building shall not to exceed 1,200 square feet
  - b. Minimum rear setback is 10 feet.
  - c. Minimum side setback is 20 feet.
  - d. Minimum front setback is 25 feet.
  - e. The structure may be allowed in the side yard.
  - f. The maximum height of the accessory structure is not to exceed the height of the primarily structure.
  - g. The façade of the structure shall be improved with Fiber Cement Board in a neutral or earth tone color on 100 percent of all sides.
  - h. Screening shall be provided per the following standards:
    1. The existing trees at the north of the property shall not be disturbed, as shown in Exhibit E.
    2. Large evergreen shrubs or trees, such as Eastern Red Cedar, shall be planted 10 feet on center along the shared gravel drive on the west property boarder. Trees shall be 4 to 6 feet tall at the time of planting, as shown in Exhibit E. Trees shall not be planted in the 10 foot utility easement.
    3. Large evergreen shrubs shall be planted 10 foot on center along eastern edge to screen the Missouri-Kansas Rail Line, as shown in Exhibit E.
    4. Irrigation may be provided in the form of water or “gator” bags until plants are established.
    5. The fence around the property’s back yard, as shown as Exhibit E, will be a 6 to 8 foot tall wooden privacy fence and shall comply with all other City standards in regards to fencing.

**Driveways and Access**

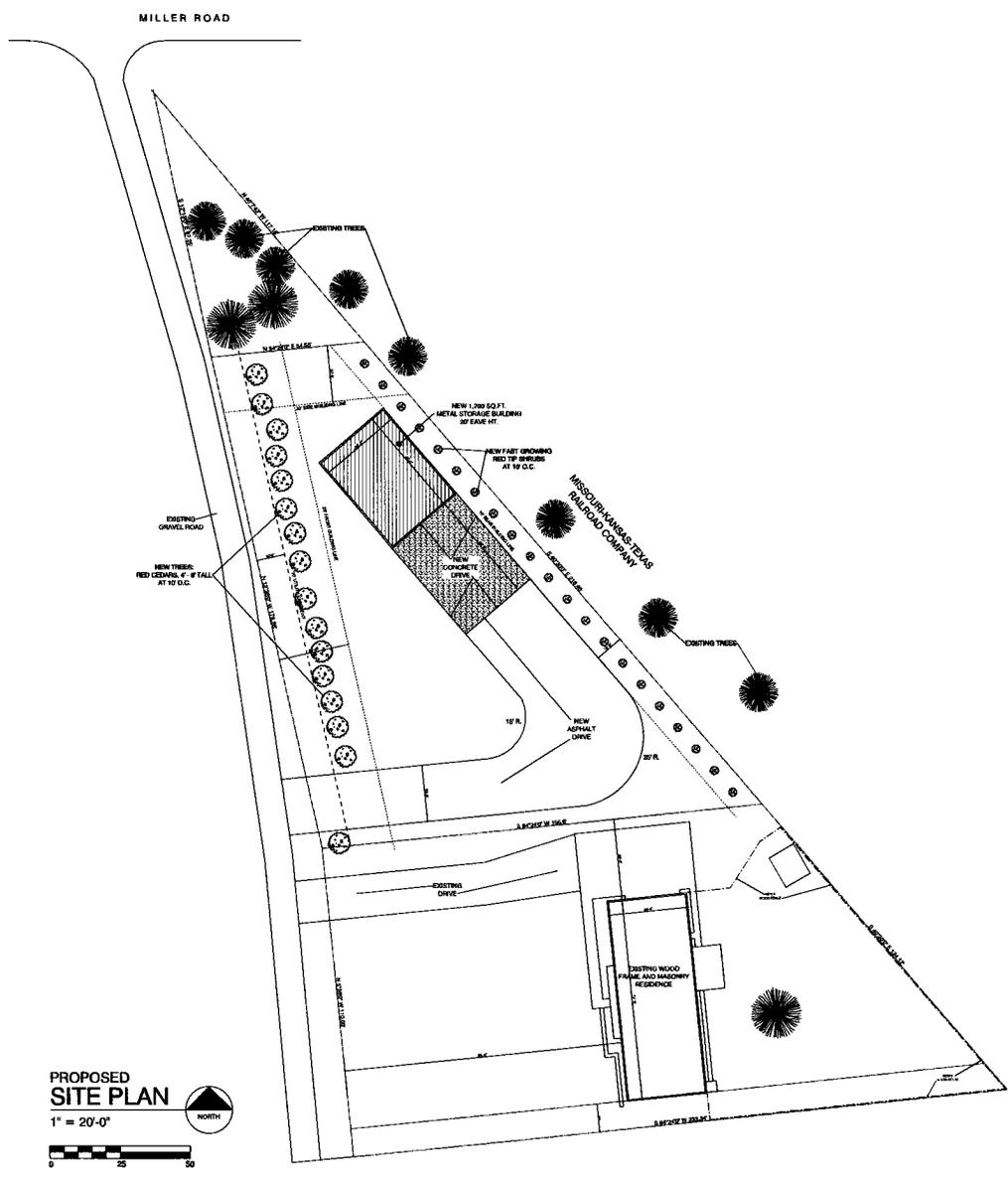
1. Access to the property shall be limited to the existing gravel drive off Miller Road. Access to the property will not be permitted to go through the neighboring subdivision.
2. Access to the accessory structure from the existing gravel drive shall be permitted to be gravel or asphalt in lieu of concrete.

**Home Occupation**

1. The following Home Occupation regulations apply to this site:
  - a. *Size/area.* The business or service shall be located within the dwelling or the associated accessory building. In addition to the permitted 1,200 square foot accessory structure, 500 square feet of the dwelling unit may also be used for uses associated with the

business or service. Additional outdoor storage shall be permitted in the backyard if completely screened from view by a 6-8 foot solid wood fence. The backyard storage will not be counted towards the 500 square foot maximum associated with the primary dwelling unit.

- b. *Employees and residency.* The principal person or their designee providing the business or service shall reside in the dwelling on the premises.
- c. *Neighborhood compatibility.*
  - i. The home occupation shall cause no change in the external appearance of the existing buildings and structures on the property with the exception of routine maintenance.
  - ii. All vehicles used in connection with the home occupation shall be of a size, and located on the premises in such a manner, so that a casual observer or a person of normal sensibilities will not be able to detect any sign of the premises being used as an occupation. No more than one commercial vehicle displaying commercial signage and/or side tool boxes and/or with mounted ladders shall be located on the premises. No vehicle larger than one ton shall be kept on the premises.
  - iii. There shall be sufficient off-street parking for employees of the home occupation, with the number of off-street parking spaces required for the home occupation to be provided and maintained in addition to the space or spaces required for the dwelling itself.
  - iv. The home occupation shall employ no more than one person who does not reside on the premises.
  - v. There shall be no advertising devices on the property, or other signs of the home occupation, which are visible from outside the dwelling or accessory building.
  - vi. Wholesale or retail sales of goods shall not occur on the premises.
  - vii. The home occupation shall not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises, including visual or audible interference with radio or television reception.



**PROPOSED SITE PLAN**  
 1" = 20'-0"  
 NORTH

PROJECT CONTACTS	
<b>OWNER</b>	DAVE HOLL 5809 MILLER ROAD ROWLETT, TEXAS 75080 (972) 412-7629
<b>ARCHITECT</b>	GARY D. LAND, ARCHITECTS 512 FOWNE HOUSE LANE NICHOLS BLVD., TEXAS 75091 ATTN: GARY LAND DTX 030-5452 gdl@1519@aol.com
<b>SURVEYOR</b>	EVEREN ROUBINBY AND ASSOC., INC. 5809 PLANO PARKWAY, SUITE 205 PLANO, TEXAS 75088 (972) 942-3900

SITE DATA SUMMARY TABLE	
<b>GENERAL</b>	NAME OF PROJECT: NEW STORAGE BUILDING PROPOSED USE: GENERAL STORAGE EXISTING ZONING DISTRICT: SF-10
<b>OVERALL SITE</b>	ACRES: .661 ACRES (46,742.95 SQ. FT.) SITE FRONTAGE: 493.30 FT. SITE WIDTH: Varies - SEE SITE PLAN SITE DEPTH: Varies - SEE SITE PLAN IMPERVIOUS SURFACE AREA: 12,200 SQ. FT. PERVIOUS SURFACE AREA: 30,530.96 SQ. FT. ACCESSORY USE %: 29.55%
<b>HOUSING</b>	TOTAL GROSS DENSITY: 2,130 SQ. FT. LOT COUNT BY TYPICAL LOT SIZE: 3 TOTAL NUMBER OF DWELLING UNITS: 1 SINGLE FAMILY: 1 OTHER - STORAGE BUILDINGS: (1) EXISTING - 120 SQ. FT. (1) NEW - 1,200 SQ. FT.

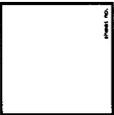


DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED LISTED FOR APPROVAL AS PART OF THE PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.

THIS ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THE ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF PLANNING, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

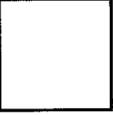
**EXHIBIT D - ZONING CONCEPT PLAN**  
 THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957  
 DALLAS COUNTY, TEXAS  
 SUBMITTED: MARCH 26, 2013

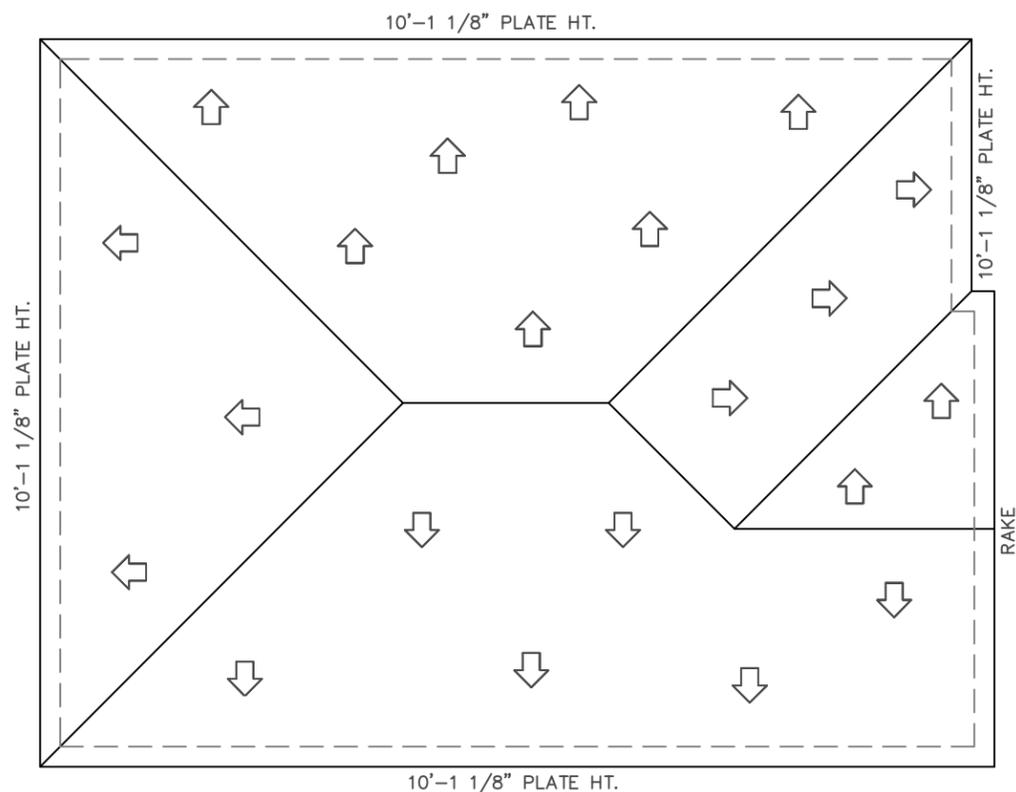


**NEW BUILDING**  
 6809 MILLER ROAD  
 DALLAS, TEXAS



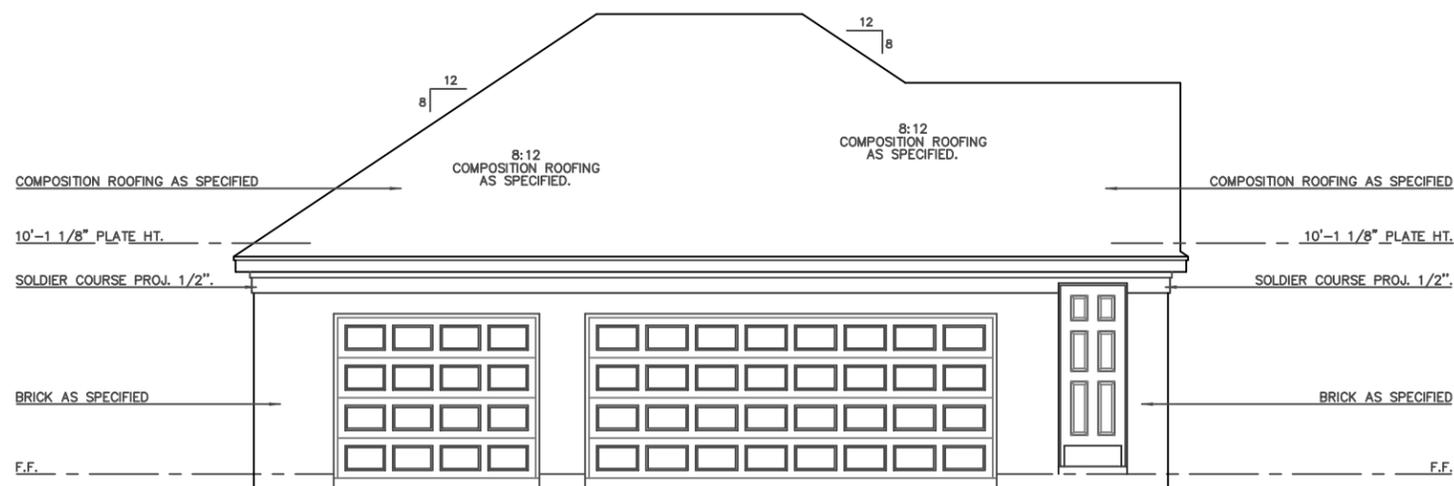
**Gary D. Land**  
 ARCHITECT  
 designs for commercial - industrial - residential - interiors  
 Dallas, Texas 214-335-5263





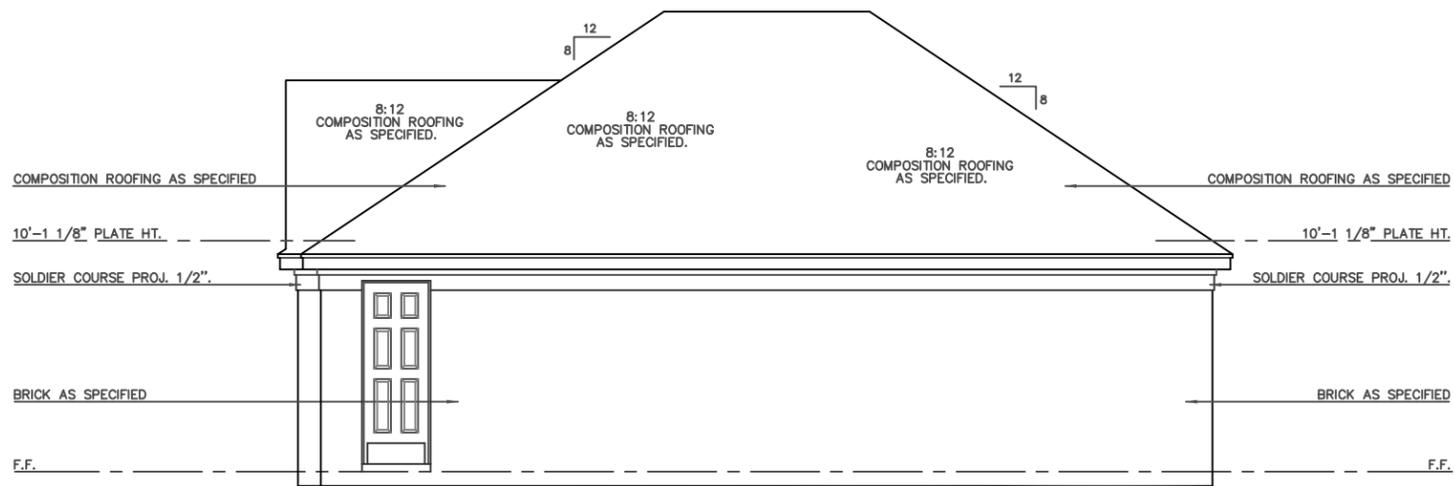
ROOF PLAN

SCALE: 1/8" = 1'-0"



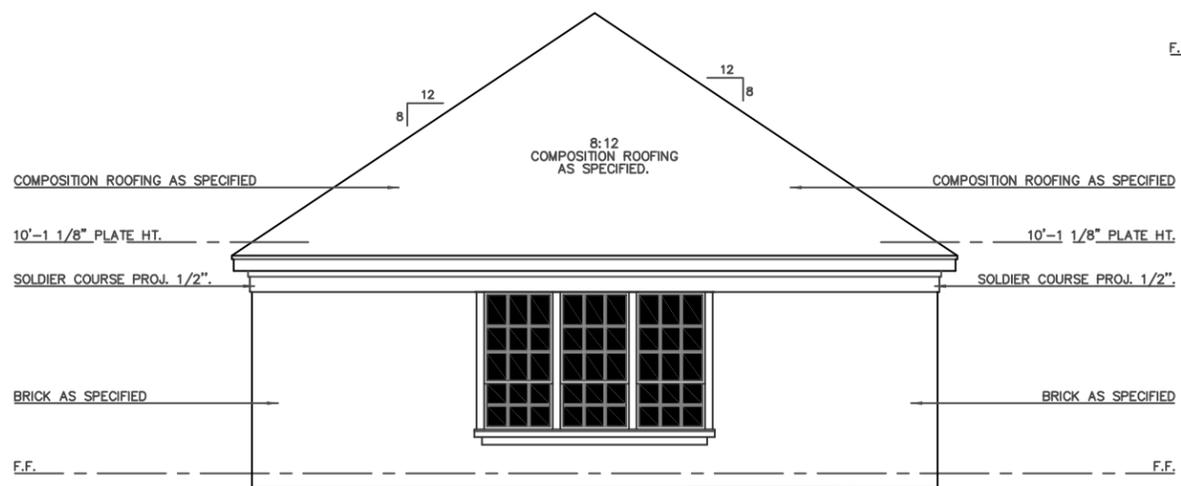
FRONT ELEVATION

SCALE: 1/16" = 1'-0"



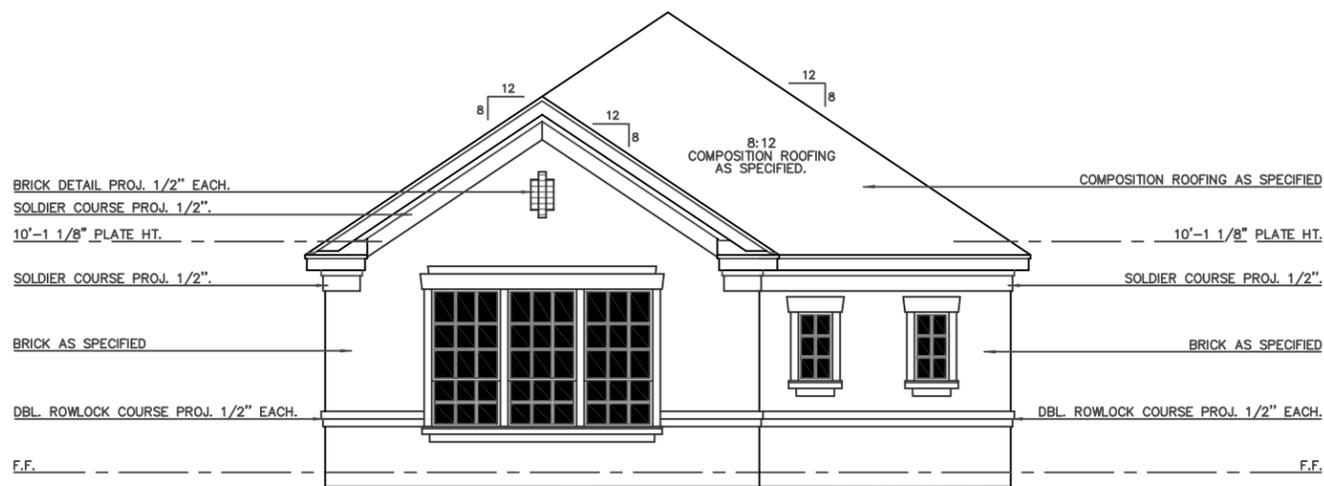
REAR ELEVATION

SCALE: 1/16" = 1'-0"



LEFT ELEVATION

SCALE: 1/16" = 1'-0"



RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

Date	4/29/18
Designed	SS
Drawn	SS
Checked	
Approved	

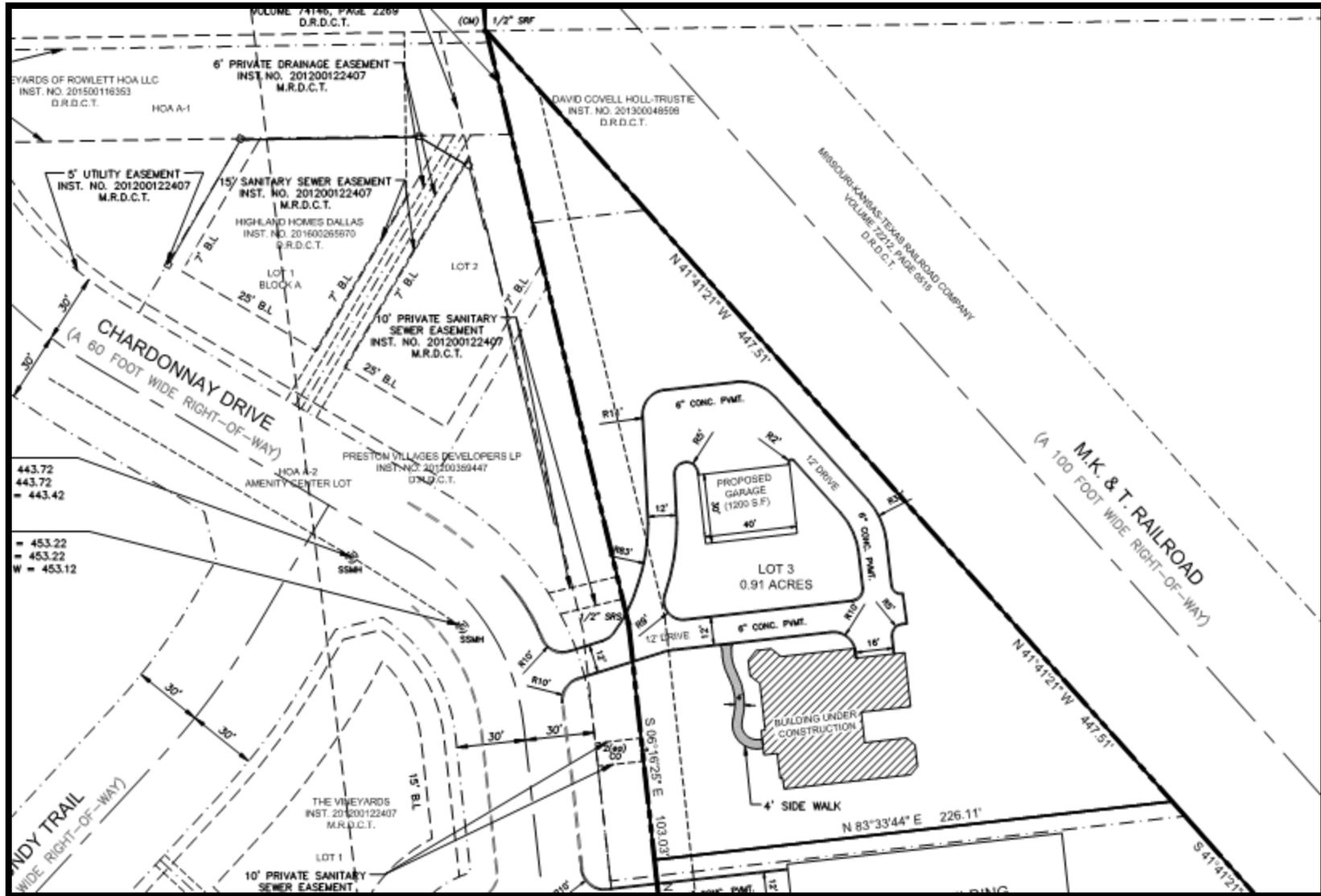
REVISIONS	
1-12-16	
7-25-16	

S&S Design Services, LLC reserves all copyright and other property rights in these plans and any information contained herein. These plans are intended to provide the basic construction information necessary to substantially complete this structure. This means these plans are not to be used for any other purpose, including but not limited to, the design, construction, or operation of any structure, or for any other purpose without the written consent of S&S Design Services, LLC. Any discrepancy, error, or omission, if found, is to be brought immediately to the attention of the builder before any construction, work, or materials are used. The user of these drawings shall be held responsible for any discrepancies, rules and/or regulations which may conflict with these drawings and shall be held responsible for obtaining all necessary permits and approvals before and during all construction.

**ENVISION**  
CONTRACTING, LLC.

A CUSTOM RESIDENCE FOR:  
**HOLL**  
6809 MILLER ROAD  
TRACT 58  
ROWLETT, TX

**S&S**  
DESIGN SERVICES





Department of Development Services

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner
RE: Application for a Rezoning to amend Planned Development 010-13
LOCATION: The subject property is located at 6809 Miller Road, being .98+ acres further described as a portion of Tracts 16.2, 66, and 58 out of the Charles D. Merrell Survey, Abstract Number 957, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference.
EXPLANATION OF REQUEST: The applicant requests a rezoning to amend Planned Development #010-13 to modify residential development standards for a detached garage.

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

COMMENTS:

I have property within 500(m) I will like the area developed

SIGNATURE:

[Handwritten signature: RPS Ventures Inc]

ADDRESS:

2416 Versailles Drive, Heath TX 7503

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning & Community Development at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at 6:30 p.m. on the 13th day of December, 2016, and the Rowlett City Council will hold a Public Hearing at 7:30 p.m. on the 3rd day of January, 2017. Both meetings will be held at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, December 7th, 2016 to be included in the Planning and Zoning Commission packet and December 20th to be included in the City Council packet. Responses received by April 17th will also be forwarded to City Council. Responses received after December 20th shall not be counted in the record of response.

If you have any questions concerning this request, please contact the Planning Division
Phone 972-412-6166
FAX 972-412-6228
glangford@rowlett.com

RETURN BY FAX OR MAIL
City of Rowlett Planning Dept.
3901 Main Street
Rowlett, TX 75088



Department of Development Services

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I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

AS LONG AS HE IS NOT USING IT FOR A BUSINESS TO RUN A BUSINESS OUT OF

SIGNATURE:

[Handwritten signature]

ADDRESS:

6913 BAROLD DRIVE

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Table with 2 columns: Contact information for Planning Division and Return by Fax or Mail information.