



City Council Meeting Agenda

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday, November 18, 2025

7:00 PM

Municipal Building – 4000 Main

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

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.

Process for Public Input: If you are not able to attend in person, you may complete the [Public Input Form](#) on the City's website by 3:30 p.m. the day of the meeting. All forms will be forwarded to the City Council prior to the start of the meeting.

For in-person comments, request to speak forms/instructions are available inside the door of the City Council Chambers.

Invocation

Pledges of Allegiance

1. Call to Order

2. Presentations

2.A. Presentation by the Senior Advisory Board of the 2025 Senior Friendly Business Award.

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

3. Citizens' Input

At this time, comments will be taken from the audience on any topic. No action can be taken by the Council during Citizens' Input.

4. 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.

4.A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 28, 2025, City Council Special Meeting, November 3, 2025, City Council Work Session, and November 4, 2025, City Council Meeting.

4.B. Consider action approving an Interlocal Cooperation Agreement with Rockwall County for jail services.

Consider action to adopt a resolution authorizing the City of Rowlett to enter into an Interlocal Cooperation Agreement for jail services with Rockwall County and providing for an effective date.

4.C. Consider action authorizing the City's participation in the Discover Card Merchant Class Action Settlement.

Consider action to adopt a resolution authorizing the City's participation in the Discover Card Merchant Class Action Settlement and submission of the court-approved claim form to receive payment under the Settlement.

4.D. Consider action approving a resolution approving the first amendment to the 2018 Rowlett Parks, Recreation and Trails Master Plan.

Consider action to approve a resolution approving the first amendment to the 2018 Rowlett Parks, Recreation and Trails Master Plan.

4.E. Consider action approving the purchase of solar lights.

Consider a resolution authorizing the purchase of solar lights from Fonroche Lighting America.

5. Individual Consideration

5.A. Conduct a public hearing on an ordinance amending the Comprehensive Plan of the City of Rowlett by amending the Future Land Use Plan for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road, from Employment Center to Medium Density Residential, approving a Regulating Plan to construct a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District (FB-CC) thereon, and approving a minor access warrant in accordance with Section 2.10.3 of the Form Base Code (FBC) to connect to Merritt Road.

5.B. Consider action to adopt an ordinance amending the Comprehensive Plan of the City of Rowlett by amending the Future Land Use Plan for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road, from Employment Center to Medium Density Residential, approving a Regulating Plan to construct a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District (FB-CC) thereon, and approving a minor access warrant in accordance with Section 2.10.3 of the Form Base Code (FBC) to connect to Merritt Road.

5.C. Conduct a public hearing regarding a zoning change request for an approximately 21.412 acre tract located generally north of Miller Road and west of Chiesa Road and being further described as a portion of the James Hobbs Survey, Abstract No. 571, Page 721, Tract 19 in the City of Rowlett, Dallas County, Texas (the "Property"), to amend the Comprehensive Plan for the Property by amending the Future Land Use Plan from Low-Density Residential, Medium-Density Residential and Retail/Commercial/Office to Multi-Family, to amend the Comprehensive Zoning Ordinance and Map for the Property from Single Family Residential- 40/24 (SF-40) District to Planned Development District with a base zoning of Multi-Family Attached Residential Duplex (PD-MF-2F), and to approve a Concept Plan to construct 170 single-family homes on the Property.
"THIS ITEM HAS BEEN WITHDRAWN AT THE REQUEST OF THE APPLICANT."

5.D. Consider action to adopt a resolution approving and authorizing the City Manager to execute job creation incentive agreement with SAF-Holland pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement).

6. Executive Session

- 6.A.** The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.071 (Consultation with Attorney) to seek legal advice from the City Attorney regarding an ethics complaint filed on October 28, 2025, against Mayor Pro Tem Michael Schupp.
- 7. Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters**

- 7.A.** Deliberate and take action on the October 28, 2025, ethics complaint against Mayor Pro Tem Michael Schupp.

Members of the City Council may request topics to be placed on an agenda for a subsequent meeting. Any deliberation or decision shall be limited to a proposal to place topic on the agenda for a subsequent meeting.

- 8. Adjournment**

Deborah Sorensen

Deborah Sorensen, TRMC, MMC, 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](#) on November 12, 2025, by 5:30 p.m.

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, contact the City Secretary at 972-412-6109 or write 4000 Main St., Rowlett, Texas, 75088, at least 48 hours in advance of meeting.

City of Rowlett ~ 4000 Main Street, Rowlett TX 75088 ~ www.rowlett.com



City of Rowlett City Council Agenda Item

Meeting Date: 11/18/2025

Agenda Item: 2.A.

Title

Presentation by the Senior Advisory Board of the 2025 Senior Friendly Business Award.

Staff Representative

Ryan Mullins, Director of Parks & Rec

Executive Summary

The Rowlett Senior Advisory Board annually presents their Senior Friendly Business Award to a local business that goes above and beyond to support the senior community by offering valuable resources, discounts, food for programs or other specialized services. This recognition highlights businesses that demonstrate a strong ongoing commitment to enhancing the lives of Rowlett's senior citizens.

The selection process begins with a subcommittee comprised of three Senior Advisory Board members who compile a list of potential recipients. The list of potential recipients is then presented to the Senior Advisory Board. The full board votes to select a winner. The winner is then recognized as the 2025 Senior Friendly Business Award recipient during a City Council meeting.

This year, the Senior Advisory Board ultimately selected Right at Home Rockwall as their 2025 Senior Friendly Business Award winner. Right at Home Rockwall is a family-owned, locally operated in-home care agency that has become a true friend and partner to the City of Rowlett and our senior programs.

Right at Home Rockwall opened in January 2020 and is led by Rachel and Mark Reynolds, both retired educators who built their business on compassion and community service. Their daughter, Rebekah Tan, serves as Director of Care, and Rachel's sister, Kendra McMurray, leads community outreach as Marketing Manager. Together, this family is living their mission: *to improve the quality of life for those they serve*.

For more than three years, Kendra has been a familiar face and joyful voice at the Rowlett Community Centre, where she volunteers to call Senior Bingo every month. She not only brings her energy and laughter — she also provides the prizes that make Bingo extra fun for the participants. Her enthusiasm and kindness have turned what could be a simple game into one of the most beloved senior traditions.

In addition to her monthly visits, Right at Home Rockwall also participates in the annual Senior Resource Fair, helping connect older adults and their families to valuable

services and support. Their engagement extends even further — they are active members of both the Rowlett Area Chamber of Commerce and the Rockwall Area Chamber of Commerce, where they continue to build relationships and advocate for seniors throughout the region.

Right at Home Rockwall has received multiple recognitions for excellence in caregiving and community service — and it's easy to see why. Their team exemplifies professionalism, compassion, and genuine heart in everything they do.

So tonight, we are thrilled to celebrate them for their commitment to our seniors and their lasting impact on this community.

Please join me in congratulating the entire Right at Home Rockwall team, the Senior Advisory Board's 2025 Senior Friendly Business Award Winner!

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENHANCE QUALITY OF LIFE	4.6 Support programs and resources for lifelong learning.

Background Information

Annual presentation of the Senior Advisory Board's annual 2025 Senior Friendly Business Award

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

No action required. Information only.

Attachments

None

Meeting Date: 11/18/2025

Agenda Item: 4.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 28, 2025, City Council Special Meeting, November 3, 2025, City Council Work Session, and November 4, 2025, City Council Meeting.

Staff Representative

Deborah Sorensen, City Secretary

Executive 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.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

N/A

Discussion

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then published to the website, the City's electronic document storage system and kept on permanent file in the Office of the City Secretary.

Financial/Budget Implications

N/A

Recommended Action

Move to approve minutes from the following City Council meeting(s): October 28, 2025, City Council Special Meeting, November 3, 2025, City Council Work Session, and November 4, 2025 City Council Meeting.

Attachments

1. 10.28.25 City Council Special Meeting Minutes
2. 11.03.25 WS Minutes
3. 11.04.25 City Council Meeting Minutes

CITY COUNCIL SPECIAL MEETING MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday October 28, 2025

6:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Mike Britton, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John P. Bowers III.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 6:01 p.m.

2. CITIZENS' INPUT

No one spoke.

3. EXECUTIVE SESSION

- 3A.** City Council shall convene into Executive Session pursuant to Texas Government Code §551.087 (Economic Development) to discuss commercial or financial information that the City has received from business prospects that the Council seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations, regarding Project DAY

Mayor Winget adjourned the meeting into Executive Session at 6:02 pm.

4. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

Mayor Winget reconvened the meeting at 9:32 pm.

No action was taken.

Mayor Winget stated that he would be absent at the November 3, 2025, Work Session.

5. ADJOURNMENT

Mayor Winget adjourned the meeting at 9:32 pm.

CITY COUNCIL WORK SESSION MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Monday, November 3, 2025

6:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Pro Tem Michael Schupp, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III

Absent: Mayor Jeff Winget (excused) and Deputy Mayor Pro Tem Britton (excused).

1. CALL TO ORDER

Mayor Pro Tem Schupp called the meeting to order at 6:00 p.m.

2. EXECUTIVE SESSION - None

3. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS – N/A

4. CITIZENS INPUT

No one spoke.

5. WORK SESSION

5A. Presentation from the Golf Advisory Board.

Mayor Pro Tem Schupp introduced Larry Glick, Chair of the Golf Advisory Board, and Brad Marshall, Vice Chair of the Golf Advisory Board. Mr. Marshall introduced the members of the Board in attendance. He gave an update regarding the Golf Advisory Board. The duties and responsibilities of the Golf Advisory Board include acting in an advisory capacity to provide observations and make recommendations to the City Council regarding operations and maintenance of the Waterview Golf Course. He also reviewed the mission of the Board. Projects completed include the tree cleanup on the course, upgrades to the Tiff-Eagle greens and Tiff-419 Fairways, concrete hitting area and turf mats installed, clubhouse landscape was upgraded, lake treatment program started, fountain repair and replacement started, and improvement with the tee boxes. The projects in process consist of irrigation audit and repair project, cleanup of golf course traps, and the implementation of Golf Cart Management System. In 2024, the Golf Course revenues were \$2.55 million with 42,000 rounds played, 41 tournaments, and Pavillion rentals in the amount of \$21,000. Their goals are to continue to ensure compliance with Exhibit F “Operating Standards” of the document developed by the City and American Golf, continue to participate in the review and implantation of Exhibit F updated standards, develop guidelines for city funded maintenance projects at Waterview Golf Course, recommend maintenance projects for funding by the City or

joint funding agreements with American Golf for the Waterview Golf Course, and recommend and support the growth of Waterview Golf Course. Mr. Marshall gave a brief review of the Waterview Community. He also reviewed the long-term necessary improvements and maintenance to infrastructure master plan. Waterview Golf Club is a significant asset with rich amenities for all the citizens of Rowlett. It is a tremendous income producing property for the City of Rowlett and most significant branding for the City. Continued investment in this asset is critical. It is vital to maintain property values in this neighborhood.

Mayor Pro Tem Schupp recognized Kristoff Bauer, Deputy City Manager, for all the tremendous work he has done at the golf course. Mr. Marshall stated that when the Board meet with City Council in May 2024, the golf course was in a dire state. He also commended Mr. Bauer for the work done on the golf course.

Mayor Pro Tem Schupp stated that City Council has earmarked \$50,000 for the driving range. American Golf will be close to matching the \$50,000. The improvements to the driving range will help drive revenue. Councilmember E. Bowers congratulated the Board and Mr. Bauer on the work done. She supports this endeavor. Mr. Marshall stated that there has been a drastic change to the golf course over the past two years. Mr. Glick feels that American Golf must put money in the cart paths. This is their responsibility, not the City's. They must focus on the irrigation and cart paths. Councilmember Gibbs stated the golf course is looking good. He would like to see American Golf take care of the cart path and wants the geo-fencing of the golf carts. Councilmember J. Bowers III said he is happy to see the greens are better. This is where he learned to putt when he was a child.

6. DISCUSS CONSENT AGENDA ITEMS FOR NOVEMBER 4, 2025, CITY COUNCIL MEETING.

No items were removed from the Consent Agenda for November 4, 2025, City Council meeting.

7. ADJOURNMENT

Mayor Pro Tem Schupp adjourned the meeting at 6:54 pm.

CITY COUNCIL MEETING MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday November 4, 2025

7:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III

Absent: Deputy Mayor Pro Tem Mike Britton (excused).

INVOCATION

The invocation was led Rev. Melissa Nelms, of First Rowlett United Methodist Church.

PLEDGES OF ALLEGIANCE

The Pledges of Allegiance were led by the City Council.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 7:02 p.m.

2. EXECUTIVE SESSION – None

3. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS – N/A

4. PRESENTATIONS

4A. Presentation of Rowlett Veterans Recognition Program certificate to United States Army, Master Sergeant John P. Bowers Jr.

Councilmember J. Bowers III, along with Chris Kizziar of Veterans Resource & Outreach Center of Rowlett, and Lorie Coates of Quilts of Valor, presented Master Sergeant John P. Bowers Jr. with a certificate from City Council and a quilt. Texas State Representative Rhetta Bowers presented a Texas State Resolution to Master Sergeant John. P. Bowers Jr.

4B. Presentation of Proclamation recognizing November 3-7, 2025, as Municipal Courts Week.

Mayor Winget and Councilmember E. Bowers presented the Proclamation recognizing November 3-7, 2025, as Municipal Courts Week.

4C. Presentation of Proclamation recognizing November 7, 2025, as Texas Arbor Day.

Councilmember Gibbs and Mayor Pro Tem Schupp presented the Proclamation recognizing November 7, 2025, as Texas Arbor Day.

2D. 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 Schupp provided the following announcements:

COMMUNITY DEVELOPMENT - Please join the Community Development Department as we partner with Keep Rowlett Beautiful by participating in Garden Day by planting native plants, spreading mulch, and de-weeding areas to promote bee and butterfly habitation. For more information, go to Sign-Up Genius and look for Keep Rowlett Beautiful activity, participants should be able to register.

COMMUNITY ENGAGEMENT - Your opportunity to vote for the City of Rowlett's Scarecrows on Main winners continues through November 9th! Nearly 400 residents have already cast their votes, and we'd love to see even more participation. You can help choose the winners in the categories of Best in Show, Best Fall Theme, and Most Texan. Find the link on the city's social media pages.

Once voting closes, first-place winners will be featured on the City's social media pages next week.

And if you missed our Trunk or Treat event - you truly missed out! After a brief weather delay, we were treated to a double rainbow that kicked off a fantastic evening downtown. We estimate about 5,700 attendees, the Rowlett Public Library welcomed 906 visitors, and several of our trunk participants handed out more than 4000 pieces of candy each!

Adding to the seasonal fun, Haunted Hall debuted on the lawn of City Hall this year, providing a fun and frightful experience for visitors. Visitation to City Hall more than doubled during the interactive display, with many families joining in and getting festive for the season.

In case you missed it, that's also where we revealed the new name for our downtown bistro lights - which may just be a Guinness World Record contender! The public chose the name "Stars on Main" through a community-wide naming and voting process, and we're thrilled with the response and excitement it's generated downtown.

Finally, we invite everyone to join us on Tuesday, November 11th, as we honor those who have served our country during our annual Veterans' Day Ceremony. This year's keynote speaker is retired U.S. Marine Corps First Sergeant Joshua Chitwood, who will share his experiences and advocacy for fellow service members. The ceremony begins at 11:00 a.m. at Veterans Park.

LIBRARY - Musicians, dust off your trombones and get ready to kick off the holiday season with a live music performance on the Downtown Green. The Arts and Humanities Commission is recruiting trombone players to perform at Trombone Thanksgiving on Wednesday, November 26 at 11 am. Register to play or view last year's performance at Rowlett.com/Trombone.

Looking for creative ways to earn extra money these days? Visit the Library on Monday, November 10 at 6:30 pm to learn the essentials of creating an e-commerce platform to launch and manage your own digital marketplace.

Every Second Tuesday of the month at 6:30 pm, join other adult adventurers for a DnD Game Night. Players of all levels are welcome and the next game is on Tuesday, November 11.

POLICE - Join Dog Walker Watch!

Do you walk a dog? Love your neighborhood? Want to make a difference while getting some fresh air? Then we need you!

Dog Walker Watch is a crime prevention and awareness program that turns everyday walks into an opportunity to be extra eyes and ears for the Rowlett Police Department. Your walks can help keep our community safe. Please contact Officer Mitchell if you want to be part of program that keeps Rowlett safe.

Contact Officer Mitchell:

 emitchell@rowlett.com

 972-412-6242

Councilmember Reaves introduced the Featured Pet, Rosebud, this gorgeous girl is calm, leash-trained, and a volunteer favorite, but she doesn't just want to be a favorite, she wants to be YOUR favorite! To meet Rosebud, or one of her companions, please contact Animal Services at 972-412-6219 or come by the Shelter at 4402 Industrial St. from 10 am to 5 pm, Tuesday through Saturday. The animal shelter is currently at code red. This means that the kennels are full. All adoptions are \$25 and include spay/neuter, microchip, and up-to-date vaccinations. Please consider fostering a pet for the weekend. And a special THANK YOU to everyone who attended the adoption event on October 25th. One lucky pup went into a foster-to-adopt home, and another found a place with a rescue.

5. CITIZENS INPUT

Alan Hogan, Rowlett – Spoke regarding the Lake Bend Estates Wall.

Luke Marston, Rowlett – Spoke regarding traffic at Hwy 66 and President George Bush Tollway.

6. CONSENT AGENDA

6A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 20, 2025, City Council Work Session and October 21, 2025, City Council Meeting.

This item was approved on the Consent Agenda.

6B. Consider action to adopt a resolution awarding mowing contracts for Sections III, IV, and V.

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to Watts Ellison LLC, dba D&D Commercial Landscape Management (Sections III and V), and Good Earth Corporation (Section IV), at the unit prices proposed, for an initial period through September 30, 2026, with up to four (4) optional one-year renewal periods; authorizing

the City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date.

This item was approved on the Consent Agenda as RES-118-25.

A motion was made by Councilmember Reaves, seconded by Mayor Pro Tem Schupp, to approve all the preceding items marked as having been approved on the Consent Agenda. Motion passed 6-0.

7. INDIVIDUAL CONSIDERATION

- 7A.** Conduct action to adopt a resolution to appoint a candidate(s) to fill Place 4 and Place 5 on the Board of Directors of the Rockwall County Central Appraisal District (CAD).

Mayor Winget stated he received notice from Rockwall County CAD regarding the election of Place 4, previously held by Richard Koepke, and Place 5, previously held by Sedric Thomas, to the Rockwall County CAD Board of Directors. The letter identified the number of votes allocated to Rowlett as 46 of the 2,000 total votes. The CAD has provided a ballot for the City to cast their vote(s). The only nominee that Mayor Winget knows is David Billings. Mr. Billings is very active with the State and is the former Mayor of Fate.

A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember J. Bowers III, to approve a resolution casting a ballot for David Billings. Motion passed 6-0.

This item was approved as RES-119-25.

- 7B.** Consider action to adopt a resolution to appoint a candidate(s) to fill openings on the Board of Directors of the Dallas County Central Appraisal District (CAD).

Mayor Winget stated he received notice from Dallas County CAD regarding the election of two openings to the CAD Board of Directors. The letter further identified the number of votes allocated to Rowlett as 14 total votes. The CAD has provided a ballot for the City to cast their vote(s). City Council had nominated Carter Holston and John Cote.

A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember Reaves, to appoint Carter Holston and John Cote with 7 votes each. Motion passed 6-0.

This item was approved as RES-120-25.

- 7C.** Conduct a Public Hearing regarding a request for an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, for an approximately 0.283 acre parcel of real property situated out of the Charles D. Merrell Survey, Abstract No. 957 and being more commonly known as 6502 Windward View Drive, City of Rowlett, Dallas County, Texas, from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).

Derek Hull, Community Development Director, presented this item. Mr. Hull stated this request is a zoning change from Single-Family Residential – 20 (SF-20) to Single-Family Residential – 8 (SF-8). The site is 0.27 acres and consists of one Single-Family Residential lot. The project address is

6502 Windward View Drive. The current zoning of SF-20 does not allow for the site to be developed. The parcels to the east and south are zoned PD (SF-8). The property owner is interested in building a single-family house on lot with SF-8 zoning. The lot has access along Windward View Drive; required 5' sidewalk to be constructed along the Windward View Drive property boundary is required. The proposed lot size and lower density is consistent with the established character, quality, and compatibility for the neighborhood.

Notice of the public hearing was mailed, posted and published in accordance with State law and the Rowlett Development Code. Twenty-two 200 feet notices and eighty-three courtesy 500 feet notices were mailed on October 3, 2025. As of November 4, 2025, staff has received zero notices in favor or in opposition within 200 feet and two notices in opposition with 500 feet. The Planning & Zoning Commission held a public hearing on October 15, 2025. The Commission made a recommendation to City Council to approve the zoning change request from SF-20 to SF-8.

Mayor Winget opened the public hearing at 8:01 pm.

No one spoke for or against.

Mayor Winget closed the public hearing at 8:01 pm.

- 7D.** Consider action to adopt an ordinance approving an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, by granting a change in zoning for an approximately 0.283 acre tract of real property out of the Charles D. Merrell Survey, Abstract No. 957, and being more commonly known as 6502 Windward View Drive, Rowlett, Dallas County, Texas from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).

The applicant's realtor stated this was part of a bigger property that wasn't platted. The property that surrounds this parcel was sold to a subdivision. The applicant would like to see this property to help pay medical bills.

A motion was made by Councilmember Reaves, seconded by Councilmember E. Bowers, to approve as presented. Motion passed 6-0.

This item was approved as ORD-035-25.

MEMBERS OF THE CITY COUNCIL MAY REQUEST TOPICS TO BE PLACED ON AN AGENDA FOR A SUBSEQUENT MEETING. ANY DELIBERATION OR DECISION SHALL BE LIMITED TO A PROPOSAL TO PLACE TOPIC ON THE AGENDA FOR A SUBSEQUENT MEETING.

There were no items requested.

8. ADJOURNMENT

Mayor Winget adjourned the meeting at 8:03 pm.

Meeting Date: 11/18/2025

Agenda Item: 4.B.

Title

Consider action approving an Interlocal Cooperation Agreement with Rockwall County for jail services.

Consider action to adopt a resolution authorizing the City of Rowlett to enter into an Interlocal Cooperation Agreement for jail services with Rockwall County and providing for an effective date.

Staff Representative

Mike Denning, Police Chief

Executive Summary

The purpose of this item is to enter into an Interlocal Agreement with Rockwall County for jail services for City of Rowlett prisoners when necessary.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Ensure a Safe Environment	2.2 Provide proactive, community-based police services.

Background Information

The City entered into an interlocal agreement with Rockwall County for jail services on September 17, 2024, which continued through September 30, 2024, and automatically renewed October 1, 2025 for a two year period.

Discussion

The City of Rowlett entered into an Interlocal Agreement with Rockwall County for jail services to house inmates arrested within Rockwall County for Class C misdemeanors.

Currently, the City of Rowlett operates a detention facility dedicated to housing inmates arrested in Rockwall County for these offenses. However, in the event of a temporary or permanent closure of the City's facility, and without an active interlocal agreement, there would be no available location to house these inmates. Potential causes for such a closure include natural disasters, pandemics, hazardous conditions, overcrowding,

power outages, or a mandatory shutdown ordered by a governing agency.

The previous agreement remained in effect through September 30, 2024, with an automatic renewal for a single two-year period from October 1, 2025 to September 30, 2027. In connection with this renewal, the County has requested an updated agreement. The substantive terms of the agreement will remain unchanged. However, the County is requested approval of an agreement to replace the current agreement in an effort to align all commencement and termination dates for all entities contracting with the County for these services and, additionally, to clarify that any renewals will not be automatic but would be negotiated by the parties. Thus, If approved, this updated agreement will replace the current agreement.

This updated agreement has been reviewed and approved by the City's Chief of Police, the City Attorney, and the Sheriff of Rockwall County.

Financial/Budget Implications

The per diem rate per day for detention services under this Agreement is One Hundred Dollars (\$100.00) per day. This rate covers one inmate per day and includes routine medical services, such as on-site sick calls, administration of non-prescription, over-the-counter medication, and treatment supplies. The per diem rate does not cover medical or healthcare services outside the County Jail, or those performed by non-jail staff, prescription drugs and treatments, or surgical, optical, and dental care. It does not include any costs associated with the hospitalization of a City Prisoner. If the Sheriff determines a City Prisoner must be sent to a hospital or other medical facility not part of the County Jail, the City shall reimburse the County for any medical expenses billed to the County for transport or treatment of the City Prisoner.

The County shall submit an itemized invoice to the City for services rendered under this Agreement in the prior month, no later than 30 days from the last day of each calendar month.

The payment for detention services will be paid from 1014001-6599.

Recommended Action

City staff recommends the City Council adopt a resolution of the City Council of the City of Rowlett, Texas, authorizing an interlocal cooperation agreement for jail services between Rockwall County and the City of Rowlett and providing an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES BETWEEN ROCKWALL COUNTY AND THE CITY OF ROWLETT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett may, from time to time, desire to use the Rockwall County Detention Facility for the handling, processing, housing and detention of

persons arrested by Rowlett's Police; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, City Administration has negotiated an agreement setting forth the terms and conditions by which Rockwall County will agree to provide certain jail services to the City of Rowlett which, if approved, will replace the agreement currently in existing with Rockwall County for these services; and

WHEREAS, the City Council of the City of Rowlett, Texas finds that entering into the proposed agreement with Rockwall County will benefit the City, and the safety and welfare of its citizens.

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

SECTION 1: The Interlocal Jail Services Agreement Between Rockwall County and the City of Rowlett, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved on the condition that it shall replace the agreement currently in place with Rockwall County for these services attached hereto as Exhibit "B." The City Manager is authorized to execute the Agreement in substantially the form of that attached hereto as Exhibit "A."

SECTION 2: This Resolution shall be effective immediately upon its passage.

Attachments

1. Exhibit A - Interlocal Agreement for Jail Services with Rockwall County
2. Exhibit B - Interlocal Agreement for Jail Services with Rockwall County approved on September 19, 2024

INTERLOCAL JAIL SERVICES AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROWLETT

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This Interlocal Jail Services Agreement, entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Rockwall County (the “County”), a political subdivision under the laws of the State of Texas, acting by and through its Sheriff’s Office (the “Sheriff”), and the City of Rowlett (the “City”), also a political subdivision under the laws of the State of Texas. The County and the City may be collectively referred to as the “Parties” or individually as a “Party.”

Section 1. Recitals

1. The County operates the Rockwall County Detention Facility (“County Jail”) under Chapter 351 of the Texas Local Government Code and part 9 of Title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Tex. Code Crim. Proc., arts. 2.17-2.18. However, the Sheriff may also accept custody of persons accused of class C misdemeanors, including “City Prisoners” as that term is defined in Section 3 below.
3. The City desires to obtain, and the County desires to provide, certain jail services from the County for the confinement of persons accused of class C misdemeanors or other violations of municipal ordinances.

Section 2. Term of Agreement

The term of this Agreement shall commence on October 1, 2025, and shall continue in full force and effect through September 30, 2027.

Section 3. Scope of Services

1. The Sheriff shall house, support, maintain, and or detain City Prisoners in the Rockwall County Detention Facility, subject to the terms of this Agreement.

“City Prisoner” means a person at least 17 years of age who has been arrested by a City Peace Officer, and charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of the City.
2. Each Party shall comply with and assure compliance by each Party’s officers, employees, agents, volunteers, contractors, and subcontractors, as applicable, operating under this Agreement with all applicable state, federal, and local laws, ordinances, regulations,

Jail Services Agreement 10/2025 – 09/2027 RSOTG z:sheriff/jail/contracts

executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed in connection with this Agreement.

Section 4. City Responsibilities

1. City shall provide City Peace Officers to perform services under this Agreement.
2. City, acting by and through its City Peace Officers, shall be responsible for the presentment and discharge of City Prisoners until the Sheriff accepts and confines each prisoner to the County Jail.
3. City shall prepare and provide appropriate paperwork for the presentment and discharge of a City Prisoner.

Section 5. County Responsibilities

1. If the Sheriff accepts a City Prisoner for confinement in the County Jail, the Sheriff shall assume responsibility for the care, custody, and support of the City Prisoner to the extent required in this Agreement for the period beginning when the Sheriff accepts the City Prisoner until the City Prisoner is released from confinement in the County Jail pursuant to this Agreement.
2. Except as otherwise provided, the Sheriff shall only release a City Prisoner committed to the County Jail when discharge of the City Prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
3. Nothing in this Agreement shall obligate the Sheriff to house City Prisoners if the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility.
4. If the Sheriff determines at any time that a condition exists necessitating the removal of a City Prisoner, or any number thereof, the City shall, upon notice by the Sheriff, immediately remove the specified prisoners from the facility.
5. Nothing in this Agreement shall authorize or obligate the Sheriff to hold any person, including City Prisoners, in custody contrary to the Constitution or the laws of the State of Texas and the United States of America.

Section 6. Medical Care

1. The Sheriff, at its sole option, may choose not to accept a City Prisoner when in the Sheriff's opinion the City Prisoner appears ill or injured, or the City Prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance or detention considerations shall be final and binding on the Parties to this Agreement.
2. The Sheriff shall determine whether a City Prisoner should be transported to a hospital for medical treatment, upon presentation of any City Prisoner at the County Jail.
3. The Sheriff may refuse to accept or detain an ill or injured City Prisoner when it is deemed by the Sheriff that medical attention is necessary before confinement in the County Jail.
4. If the Sheriff determines, at any time or for whatever reason, that a City Prisoner must be sent to a hospital or other medical facility that is not part of the County Jail, the Sheriff shall notify City and City shall make immediate arrangements for appropriate City personnel to go to the medical facility to take custody of the City Prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City Prisoner.
5. The per diem rate under this Agreement covers ONLY routine medical services such as on-site sick calls and administration of non-prescription, over-the-counter medication and treatment supplies. The per diem rate does NOT cover medical/health care services provided outside the County Jail or performed by non-jail staff, prescription drugs and treatments, or surgical, optical, or dental care, and does not include any costs associated with hospitalization of a City Prisoner. Costs incurred for medical/health care services provided to a City Prisoner which are not included in the per day rate shall be billed to and borne by the City.

Section 7. Compensation

1. The per diem rate for detention services under this Agreement is One Hundred Dollars (\$100.00) per day. This rate covers one inmate per day.
2. For purposes of this Agreement, a "day" is defined as any portion of the twenty-four (24) hour period from midnight to midnight. This encompasses both the day a City Prisoner arrives and the day a City Prisoner is released. For example, if a City Prisoner arrives at the County Jail at 11:50 p.m. and is released 6 hours later at 5:50 a.m., the City will be charged for 2 days.

Section 8. Billing Procedure

Not later than 30 days from the last day of each calendar month, the County shall submit an itemized invoice to the City for services rendered under this Agreement in the prior month. All invoices must be submitted to the City by email to DHall@rowlett.com or by U.S. mail to 400

Main Street Rowlett, TX 75088 Each invoice shall be in a form acceptable to the City and shall include sufficient detail as is reasonably necessary to describe and verify the services provided.

City shall make payment to the County within thirty (30) days after receipt of the invoice. Payment shall be in the name of the Rockwall County Auditor and shall be remitted to:

Rockwall County Auditor
1101 East Yellowjacket Lane, Suite 170
Rockwall, TX 75087

Section 9. Termination

1. Either Party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other Party.
2. Within thirty (30) days after receipt of a termination notice from the Sheriff, the City shall take custody of all City Prisoners being held in the County Jail.
3. Within thirty (30) days following the termination of this Agreement, the Sheriff shall submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
4. The City agrees to pay the County the prescribed charges for services actually performed under the Agreement up to and including the date of termination.
5. *Force Majeure.* In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies, or communication line/network failure not the fault of the affected Party, the Party who has been so affected agrees to give notice to the other Party (as soon as may be practical) and agrees to do everything reasonably possible to timely resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from receipt of the *Force Majeure* notice, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

Section 10. Civil Liability

To the extent permitted under Texas Law, the City shall be responsible for any civil liability that arises from the County's provision of services under this Agreement. *See Generally* Tex. Gov't Code §791.006(b). The City shall defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses, and liabilities, including attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision is subject to subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

Nothing in this provision adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies

Jail Services Agreement 10/2025 – 09/2027 RSOTG z:sheriff/jail/contracts

Code, or other law; nor does it create a joint enterprise for the purpose of assigning or determining liability, other provisions of the Agreement notwithstanding.

Section 11. Prior Agreements Superseded

This Agreement represents the entire agreement of the Parties, superseding all prior agreements, and will not be amended or modified other than in a writing signed by the Parties. No Party will try to enforce a purported amendment that is not written and properly approved by each Party's governing body under section 791.011(d) of the Texas Government Code.

Section 12. Notices

Unless otherwise specified, the Parties will communicate under this Agreement in writing or by email sent to the following addresses:

Jail Administrator
Rockwall County Detention Center
950 T. L. Townsend Drive
Rockwall, TX 75087
[email address]

Rockwall County Auditor
1101 East Yellowjacket Lane, Suite 170
Rockwall, TX 75087

City of Rowlett Police Department
4401 Rowlett Road
Rowlett, TX 75088
MDenning@rowlett.com

City of Rowlett City Manager
400 Main Street
Rowlett, TX 75088
DHall@rowlett.com

Section 13. Dispute Resolution

Should any dispute arise out of this Agreement, the County and the City will first attempt to resolve it in good faith through direct discussion between the Parties. If the Parties cannot resolve their disagreements, the disputes will be mediated by an acceptable third party chosen by the County and the City. The Parties will share equally the costs of the mediation. Either Party's participation in mediation or other non-binding dispute resolution processes will not be construed as a waiver of any rights, privileges, defenses, remedies, or immunities.

Section 14. Obligations of Condition

Jail Services Agreement 10/2025 – 09/2027 RSOTG z:sheriff/jail/contracts

All obligations of each Party under this Agreement are conditions of further performance of the other Party's continued performance of its obligations under this Agreement.

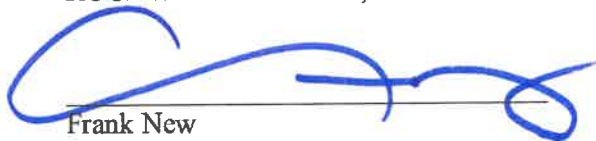
Section 15. No Party or Agency

The Parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner constitute a fiduciary relationship between them. Neither Party shall have authority to act for, or to assume any obligations or responsibility on behalf of the other Party except as may be, from time to time, agreed upon in writing by both Parties or as otherwise expressly provided in this Agreement.

Section 16. Counterparts

This Agreement may be executed in counterparts and may be scanned or photocopied; a Party may use a complete counterpart, photocopy, or scan as if it were an original.

ROCKWALL COUNTY, TEXAS



Frank New
Rockwall County Judge

Date: 10-14-25

CITY OF ROWLETT, TEXAS

David Hall
Rowlett City Manager

Date: _____

INTERLOCAL JAIL SERVICES AGREEMENT BETWEEN ROCKWALL COUNTY AND THE CITY OF ROWLETT

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This Interlocal Jail Services Agreement, entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Rockwall County (the "County"), a political subdivision under the laws of the State of Texas, acting by and through its Sheriff's Office (the "Sheriff"), and the City of Rowlett (the "City"), also a political subdivision under the laws of the State of Texas. The County and the City may be collectively referred to as the "Parties" or individually as a "Party."

Section 1. Recitals

1. The County operates the Rockwall County Detention Facility ("County Jail") under Chapter 351 of the Texas Local Government Code and part 9 of Title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Tex. Code Crim. Proc., arts. 2.17-2.18. However, the Sheriff may also accept custody of persons accused of class C misdemeanors, including "City Prisoners" as that term is defined in Section 3 below.
3. The City desires to obtain, and the County desires to provide, certain jail services from the County for the confinement of persons accused of class C misdemeanors or other violations of municipal ordinances.

Section 2. Term of Agreement

The term of this Agreement shall commence on the date last signed below and shall continue in full force and effect through September 30, 2024. Unless otherwise terminated, this Agreement shall automatically renew for a single two-year period at rates established and agreed upon by both parties for the renewal term.

Section 3. Scope of Services

1. The Sheriff shall house, support, maintain, and or detain City Prisoners in the Rockwall County Detention Facility, subject to the terms of this Agreement.

"City Prisoner" means a person at least 17 years of age who has been arrested by a City Police Officer, and charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of the City.

2. Each Party shall comply with and assure compliance by each Party's officers, employees, agents, volunteers, contractors, and subcontractors, as applicable, operating under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed in connection with this Agreement.

Section 4. City Responsibilities

1. City shall provide City Police Officers to perform services under this Agreement.
2. City, acting by and through its City Police Officers, shall be responsible for the presentment and discharge of City Prisoners until the Sheriff accepts and confines each prisoner to the County Jail.
3. City shall prepare and provide appropriate paperwork for the presentment and discharge of a City Prisoner.

Section 5. County Responsibilities

1. If the Sheriff accepts a City Prisoner for confinement in the County Jail, the Sheriff shall assume responsibility for the care, custody, and support of the City Prisoner to the extent required in this Agreement for the period beginning when the Sheriff accepts the City Prisoner until the City Prisoner is released from confinement in the County Jail pursuant to this Agreement.
2. Except as otherwise provided, the Sheriff shall only release a City Prisoner committed to the County Jail when the discharge of the City Prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
3. Nothing in this Agreement shall obligate the Sheriff to house City Prisoners if the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility.
4. If the Sheriff determines at any time that a condition exists necessitating the removal of a City Prisoner, or any number thereof, City shall, upon notice by the Sheriff, immediately remove the specified prisoners from the facility.
5. Nothing in this Agreement shall authorize or obligate the Sheriff to hold any person, including City Prisoners, in custody contrary to the Constitution or the laws of the State of Texas and the United States of America.

Section 6. Medical Care

1. The Sheriff, at its sole option, may choose not to accept a City Prisoner when in the Sheriff's opinion the City Prisoner appears ill or injured, or the City Prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance or detention considerations shall be final and binding on the Parties to this Agreement.
2. The Sheriff shall determine whether a City Prisoner should be transported to a hospital for medical treatment, upon presentation of any City Prisoner at the County Jail.
3. The Sheriff may refuse to accept or detain an ill or injured City Prisoner when it is deemed by the Sheriff that medical attention is necessary before confinement in the County Jail.
4. If the Sheriff determines, at any time or for whatever reason, that a City Prisoner must be sent to a hospital or other medical facility that is not part of the County Jail, the Sheriff shall notify the City and the City shall make immediate arrangements for appropriate City personnel to go to the medical facility to take custody of the City Prisoner from the Sheriff. The City shall reimburse the County for any medical expenses billed to the County for the transport or treatment of the City Prisoner.
5. The per diem rate under this Agreement covers ONLY routine medical services such as on-site sick calls and administration of non-prescription, over-the-counter medication and treatment supplies. The per diem rate does NOT cover medical/health care services provided outside the County Jail or performed by non-jail staff, prescription drugs, and treatments, or surgical, optical, and dental care, and does not include any costs associated with hospitalization of a City Prisoner. Costs incurred for medical/health care services provided to a City Prisoner which are not included in the per-day rate shall be billed to and borne by the City.

Section 7. Compensation

6. The per diem rate for detention services under this Agreement is One Hundred Dollars (\$100.00) per day. This rate covers one inmate per day.
7. For purposes of this Agreement, a "day" is defined as any portion of the twenty-four (24) hour period from midnight to midnight. This encompasses both the day a City Prisoner arrives and the day a City Prisoner is released. For example, if a City Prisoner arrives at the County Jail at 11:50 p.m. and is released 6 hours later at 5:50 a.m., the City will be charged for 2 days.

Section 8. Billing Procedure

Not later than 30 days from the last day of each calendar month, the County shall submit an itemized invoice to the City for services rendered under this Agreement in the prior month. All invoices must be submitted to the City by email to purchasing@rowett.com or by U.S. mail to PO

Box 99, Rowlett, TX 75030-0099. Each invoice shall be in a form acceptable to the City and shall include sufficient detail as is reasonably necessary to describe and verify the services provided.

City shall make payment to the County within thirty (30) days after receipt of the invoice. Payment shall be in the name of the Rockwall County Auditor and shall be remitted to:

Rockwall County Auditor
1111 East Yellowjacket Lane, Suite 202
Rockwall, TX 75087

Section 9. Termination

1. Either Party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other Party.
2. Within thirty (30) days after receipt of a termination notice from the Sheriff, the City shall take custody of all City Prisoners being held in the County Jail.
3. Within thirty (30) following expiration of the Agreement, the Sheriff shall submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
4. The City agrees to pay the County that proportion of the prescribed charges for the services actually performed under the Agreement up to and including the date of termination.
5. *Force Majeure*. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies, or communication line/network failure not the fault of the affected Party, the Party who has been so affected agrees to give notice to the other Party (as soon as may be practical) and agrees to do everything reasonably possible to timely resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from receipt of the *Force Majeure* notice, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

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To the extent permitted under Texas Law, the City shall be responsible for any civil liability that arises from the County's provision of services under this Agreement. *See Generally* Tex. Gov't Code §791.006(b). The City shall defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses, and liabilities, including attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision is subject to subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

Nothing in this provision adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, or other law; nor does it create a joint enterprise for the purpose of assigning or determining liability, other provisions of the Agreement notwithstanding.

Section 11. Prior Agreements Superseded

This Agreement represents the entire agreement of the Parties, superseding all prior agreements, and will not be amended or modified other than in a writing signed by the Parties. No Party will try to enforce a purported amendment that is not written and properly approved by each Party's governing body under section 791.011(d) of the Texas Government Code.

Section 12. Notices

Unless otherwise specified, the Parties will communicate under this Agreement in writing or by email sent to the following addresses:

Jail Administrator
Rockwall County Detention Center
972 T L Townsend Drive
Rockwall, TX 75087
tgarrett@rockwallcountytexas.com

Rockwall County Auditor
1111 East Yellowjacket Lane, Suite 202
Rockwall, TX 75087

City of Rowlett Police Department
4401 Rowlett Rd
Rowlett, TX 75088
mdenning@rowlett.com

City of Rowlett City Manager
4000 Main St
Rowlett, TX 75088
dhall@rowlett.com

Section 13. Dispute Resolution

Should any dispute arise out of this Agreement, the County and the City will first attempt to resolve it in good faith through direct discussion between the Parties. If the Parties cannot resolve their disagreements, the disputes will be mediated by an acceptable third party chosen by the County and the City. The Parties will share equally the costs of the mediation. Either Party's participation in mediation or other non-binding dispute resolution processes will not be construed as a waiver of any rights, privileges, defenses, remedies, or immunities.

Section 14. Obligations of Condition

All obligations of each Party under this Agreement are conditions of further performance of the other Party's continued performance of its obligations under this Agreement.

Section 15. No Party or Agency

The Parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner constitute a fiduciary relationship between them. Neither Party shall have authority to act for, or to assume any obligations or responsibility on behalf of the other Party except as may be, from time to time, agreed upon in writing by both Parties or as otherwise expressly provided in this Agreement.

Section 16. Counterparts

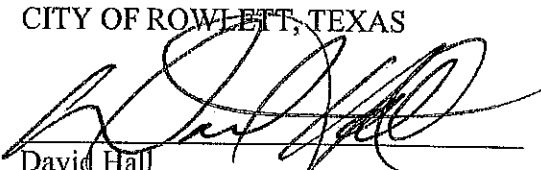
This Agreement may be executed in counterparts and may be scanned or photocopied; a Party may use a complete counterpart, photocopy, or scan as if it were an original.

ROCKWALL COUNTY, TEXAS

Frank New
Rockwall County Judge

Date: _____

CITY OF ROWLETT, TEXAS



David Hall
City Manager

Date: 9/19/2024

Meeting Date: 11/18/2025

Agenda Item: 4.C.

Title

Consider action authorizing the City's participation in the Discover Card Merchant Class Action Settlement.

Consider action to adopt a resolution authorizing the City's participation in the Discover Card Merchant Class Action Settlement and submission of the court-approved claim form to receive payment under the Settlement.

Staff Representative

Victoria Thomas, City Attorney

Executive Summary

The City of Rowlett is eligible to participate in the Discover Card Merchant Class Action Settlement related to interchange fees charged to merchants for processing Discover Card transactions. This settlement provides an opportunity for the City to recover a portion of fees paid for credit card transactions accepted for City services during the eligible claim period.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

The Discover Card Merchant Class Action addresses allegations in three related lawsuits. The lawsuits allege that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, which in turn caused merchants and others to incur excessive interchange fees. Discover denies the claims in the lawsuits, and the Court has not decided who is right or wrong. Instead, the proposed settlement, if approved, will resolve the lawsuits and provide benefits to Settlement Class Members.

As part of the Discover Card Merchant Class Action Settlement, eligible merchants—including local governments—who accepted Discover Card payments during the specified period of January 1, 2007 through December 31, 2023 may file a claim to receive compensation. The City of Rowlett qualifies as a merchant due to acceptance of Discover Card payments for various City services such as utility payments, recreation fees, and

permits. As the name implies, this is a settlement; the eligible merchants who opt to participate will receive a settlement payment in exchange for full and complete release of their claims against Discovery Card regarding the excessive interchange fees.

The court-approved settlement administrator has provided notice of the City's eligibility as a Settlement Class Member and instructions for submitting a claim form. The claim deadline is May 18, 2026.

Discussion

Participation in the settlement simply requires filing the approved claim form on behalf of the City. Discover has agreed to pay between \$540 million and \$1.225 billion plus interest in connection with this settlement. The amount of payment the City may receive will depend on the total number of valid claims submitted nationwide and the volume of Discover Card transactions processed by the City during the eligible period. Although the payment amount is currently unknown, staff recommends filing the claim to ensure the City preserves its right to recover any eligible funds.

Adoption of the proposed resolution will formally authorize staff to participate in the settlement and to complete and submit all required documents on behalf of the City. The Court will hold a hearing, currently scheduled for May 20, 2026 to decide whether to approve the settlement. The date and time of this hearing may change without further notice.

Financial/Budget Implications

There is no cost to participate in the settlement, and the City is not required to retain outside counsel. If the City participates and the settlement is approved by the Court, the City could receive monetary distribution; amount of settlement distribution is currently unknown.

Recommended Action

Staff recommends that the City Council adopt a resolution authorizing the City's participation in the Discover Card Merchant Class Action Settlement and submission of the court-approved claim form to receive payment under the Settlement.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE DISCOVER CARD MERCHANT CLASS ACTION SETTLEMENT; AUTHORIZING THE SUBMISSION OF THE COURT-APPROVED CLAIM FORMS TO RECEIVE PAYMENT UNDER THE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett accepts Discover Card payments for various City services, including but not limited to utility payments, permits, and recreation fees; and

WHEREAS, the Discover Card Merchant Class Action Settlement provides an opportunity for eligible merchants, including local governments, to file claims for compensation related to interchange fees charged for processing Discover Card transactions; and

WHEREAS, the City has been notified of its eligibility to participate in the settlement and

may receive payment upon submission of the court-approved claim forms on or before May 18, 2026, attached hereto and incorporated herein as Exhibit "A" (the "Claim Forms"); and

WHEREAS, the City Council of the City of Rowlett, Texas supports the submission of the Claim Forms and finds it to be in the best interest of the City to participate in the settlement to recover any eligible funds.

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

Section 1. The City Council hereby authorizes the City's participation in the Discover Card Merchant Class Action Settlement.

Section 2. The City Manager is hereby authorized on behalf of the City to complete, sign and submit or cause to be submitted said Court-Approved Claim Forms, attached hereto and incorporated herein as Exhibit "A" and any related documents necessary to receive payment under the settlement to the Discover Card Merchant Settlement Administrator online at www.DiscoverMerchantSettlement.com or by mailing to PO Box 2497, Portland OR, 97208-2497 before May 18, 2026.

Section 3. This Resolution shall become effective immediately upon passage.

4924-9914-7382, v. 1

Attachments

1. EXHIBIT A - Court Approved Claim Form
2. ATTACHMENT 1 - Class Action Settlement Notice

**Discover Card Merchant Settlement
Class Action Settlement Administrator**

c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER.
Submission Deadline
May 18, 2026

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CITY OF ROWLETT
4000 MAIN ST
ROWLETT TX 75088-5077

10
3148

Legal Name: CITY OF ROWLETT
TaxID:XX-XXX3986
Claimant ID: 22XXYE63X9
PIN: 490127

Submit your claim online:

Scan the QR code to file a
claim online via your phone,
computer, tablet, or other
smart device.



• COURT-APPROVED CLAIM FORM •

**If you accepted or processed Discover credit cards between 2007-2023,
you could be eligible to get a payment from a class action settlement.**

**You ~~will~~ file a claim to receive a payment under the Settlement. You can file a claim online at
www.DiscoverMerchantSettlement.com or by filling out and mailing this Claim Form to the address
listed below.**

Provide and/or Confirm Claimant Information.

Legal name of business, entity or person that accepted and/or processed Discover credit cards 2007-2023 (D Check this box if the Legal Name preprinted at the top of this page is correct):	
(If applicable) Doing business as g>BA) name of business, entity or person (if any) that accepted and/or processed Discover credit cards 2007-2023 (Check this box if the DBA Name preprinted at the top of this page is correct):	
Postal Mailing Address (D Check this box if mailing address preprinted at the top of this page is correct):	
Taxpayer Identification Number (SSN, EIN or ITIN)	
Email	Phone

Tell us about your acceptance and/or processing of Discover credit cards.

Are you a franchisor or franchisee?	☐ D Neither ☐ D Franchisor ☐ D Franchisee ☐ D Both
Do/did you process or accept Discover credit cards on behalf of other businesses?	☐ D Yes ☐ No

Your signature is required.

By signing below, I attest the information provided is correct, I have sufficient authority to submit a claim for this entity, and, to the best of my knowledge and belief, no other person or entity has a claim to any Settlement Payment I am seeking in connection with this Settlement.

Signature	Date (mm/dd/yyyy)
Printed Name	Title/Position

File your claim online or mail this Claim Form to:
Discover Card Merchant Settlement Administrator, PO Box 2497, Portland, OR 97208-2497
Please review additional options on the back of this form.

To get this Claim Form and other information in Spanish Español, Russian Русский, Korean 한국어, Vietnamese Tiếng Việt, Japanese 日本語, Chinese 中文, or Thai ไทย, please visit DiscoverMerchantSettlement.com

Optional: Tell us your preferred payment method.

Eligible claimants will be mailed checks if the Settlement becomes final. If you want to receive a payment electronically instead, you may securely provide your payment information at www.DiscoverMerchantSettlement.com.

Optional: Fill out an IRS Form W-9.

You may be required to fill out a Form W-9 in connection with any settlement payment issued. To save time, you may provide this information now at www.DiscoverMerchantSettlement.com.

For free assistance, call us at 1-888-655-3176, Monday through Friday, 9:00 a.m. to 8:00 p.m. ET, or send us an email at info@DiscoverMerchantSettlement.com.

Optional: Tell us your preferred payment method.

Eligible claimants will be mailed checks if the Settlement becomes final. If you want to receive a payment electronically instead, you may securely provide your payment information at www.DiscoverMerchantSettlement.com.

Optional: Fill out an IRS Form W-9.

You may be required to fill out a Form W-9 in connection with any settlement payment issued. To save time, you may provide this information now at www.DiscoverMerchantSettlement.com.

For free assistance, call us at 1-888-655-3176, Monday through Friday, 9:00 a.m. to 8:00 p.m. ET, or send us an email at info@DiscoverMerchantSettlement.com.

DISCOVER CARD MERCHANT CLASS ACTION SETTLEMENT

If you accepted or processed Discover credit cards between 2007-2023, you could be eligible to get a cash payment from a class action settlement.



A federal court authorized this notice.

****YOU MAY BE ENTITLED TO A SETTLEMENT PAYMENT****

To receive a payment, you must file a claim. ~~by~~ May 18, 2026

For more information, read this notice, visit www.DiscoverMerchantSettlement.com, or call 1-888-655-3176.

What is this notice about? A proposed class action settlement has been reached in three related lawsuits. The lawsuits allege that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, which in turn caused merchants and others to incur excessive interchange fees. Discover denies the claims in the lawsuits, and the Court has not decided who is right or wrong. Instead, the proposed settlement, if approved, will resolve the lawsuits and provide benefits to Settlement Class Members.

Who is included? The Settlement Class includes all End Merchants, Merchant Acquirers, and Payment Intermediaries involved in processing or accepting a Misclassified Card Transaction during the period from January 1, 2007 through December 31, 2023. To view the full Settlement Class definition, including defined terms and excluded entities, go to www.DiscoverMerchantSettlement.com.

You are receiving this **Standard Notice** because records indicate that you are a Settlement Class Member.

What can I get? Under the proposed settlement, Discover will make payments to eligible Settlement Class Members who submit valid claims. Discover has agreed to pay between \$540 million and \$1.225 billion plus interest in connection with this settlement. Your settlement payment amount will be calculated based on a variety of factors, including the total estimated interchange fee overcharge for each Discover merchant identifier (or "MID") associated with you, how interchange fee charges for each MID were allocated among entities associated with the same MID, and the total aggregate dollar amount of all settlement payments. For more information, including to view the detailed calculation methodology or to review the list of MIDs associated with you, go to www.DiscoverMerchantSettlement.com.

How do I get a payment? To receive a settlement payment, you must submit a claim, postmarked or submitted online, by **May 18, 2026**. You can: (a) submit a claim form online at www.DiscoverMerchantSettlement.com, or (b) fill out the claim form enclosed with this notice and mail it to the Settlement Administrator at the address listed in the form.

The Settlement Administrator will validate claims and review all information submitted and will determine allocations and payment amounts pursuant to the terms of the settlement. Payments will be sent to eligible Settlement Class Members if and when the settlement is approved by the Court and becomes final.

What are my options? You can file a claim for a payment. Alternatively, you can exclude yourself from the settlement by opting out, in which case you will receive no payment under this settlement and retain any right you may have to sue Discover about the claims in these lawsuits or related to the Misclassified Card Transactions. To exclude yourself, mail a request for exclusion containing the information described at www.DiscoverMerchantSettlement.com, postmarked by **March 25, 2026**, to: Discover Card Merchant Settlement Exclusion Requests, c/o Epiq Class Action, PO Box 5370 Portland, OR 97228-5370. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release any claims against Discover in these lawsuits or related to the Misclassified Card Transactions. If you do not exclude yourself, you can object to or comment on the settlement or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the Settlement Class Representatives who brought the lawsuits. To object, you must submit to the Court signed, written objection containing the information described at www.DiscoverMerchantSettlement.com by **March 25, 2026**. Visit www.DiscoverMerchantSettlement.com for more information.

ATTACHMENT 1

What happens next? The Court will hold a hearing, currently scheduled for **May 20, 2026 at 9:30 a.m. (CT)**, at the United States District Court for the Northern District of Illinois, Courtroom 2319, 219 South Dearborn Street, Chicago, IL 60604, to decide whether to approve the settlement, attorneys' fees (not to exceed \$25 million) plus reimbursement of litigation expenses (not to exceed \$1 million), and service awards of up to \$7,500 to each of five Settlement Class Representatives. Under the terms of the settlement, any amounts awarded by the Court to Settlement Class Counsel and Settlement Class Representatives will be paid by Discover separate from (in other words, in addition to) settlement payments paid to Settlement Class Members. The date and time of this hearing may change without further notice, or the Court could order that this hearing be held remotely or telephonically. Check www.DiscoverMerchantSettlement.com for updates.

Who represents me? The Court has appointed Lieff Cabraser Heimann & Bernstein LLP, Dilworth Paxson LLP, and The Kick Law Firm, APC to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply to the Court for compensation, to be paid by Discover separate from and on top of the payments to Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full Settlement Agreement, the settlement payment calculation methodology, and Settlement Class Counsel's fee application, or to file a claim online or print out a hard copy claim form to file by mail, visit www.DiscoverMerchantSettlement.com. You can also call 1-888-655-3176 or contact Settlement Class Counsel at 1-800-971-8881.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Meeting Date: 11/18/2025

Agenda Item: 4.D.

Title

Consider action approving a resolution approving the first amendment to the 2018 Rowlett Parks, Recreation and Trails Master Plan.

Consider action to approve a resolution approving the first amendment to the 2018 Rowlett Parks, Recreation and Trails Master Plan.

Staff Representative

Ryan Mullins, Director of Parks & Rec
 Kristoff Bauer, Deputy City Mgr

Executive Summary

The Rowlett Parks, Recreation and Trails Master Plan was adopted on February 20, 2018. The purpose of this item is to amend that plan to reduce the area of Muddy Creek contemplated for as a potential new park area.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENHANCE QUALITY OF LIFE	4.1 Seek and implement opportunities to improve and expand public access to Lake Ray Hubbard. 4.2 Create a destination-centered parks system. 4.3 Provide multi-modal mobility options connecting recreation and leisure nodes. 4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations. 4.7 Cultivate an environmentally conscious community.

Background Information

The current Rowlett Parks, Recreation and Trails Master Plan was adopted by Council on February 20, 2018. This is the first proposed amendment to that plan. This amendment is narrowly tailored to address a specific issue discuss further below.

Discussion

The Parks, Recreation and Trails Master Plan adopted in 2018 identifies the entire Muddy Creek area as a potential park and open space area. The City's planned Merritt Road Extension project is going through design and environmental review. That process is significantly complicated if the proposed project impacts parkland. The

Muddy Creek area is owned by the City of Dallas as part of the Lake Ray Hubbard "Take Area." The City has not taken any action to pursue the authority to utilize this area as a park. The recommendation is to simply reduce the area of Muddy Creek identified as potential future park use within the current Master Plan. The Merritt Road project will not impact this reduced area. This will reduce the regulatory complexity of the environmental review and permitting process for that project.

The City's long-term plans regarding future park development can be further developed when the City next undertakes a comprehensive review and update of this Master Plan.

Staff presented this proposed revision to the Parks & Recreation Advisory Board on Nov. 12, 2025.

Financial/Budget Implications

N/A

Recommended Action

Move to approve the Amended 2018 Rowlett Parks, Recreation and Trails Master Plan.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE FIRST AMENDMENT TO THE ROWLETT PARKS, RECREATION, AND TRAILS MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rowlett Parks, Recreation, and Trails Master Plan was formally adopted by the City Council of the City of Rowlett on February 20, 2018; and

WHEREAS, staff has recommended an amendment to the Parks, Recreation and Trails Master Plan which would amend Figure 1.1 of the Plan to revise the area identified as potential future parks (the "first amendment"); and

WHEREAS, the Parks and Recreation Advisory Board has considered the first amendment to the Rowlett Parks, Recreation, and Trails Master Plan and has made a recommendation to the City Council; and

WHEREAS, the City Council finds that it serves the health, safety and general welfare to approve the first amendment to the Rowlett Parks, Recreation, and Trails Master Plan;

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

SECTION 1. The First Amendment to the Rowlett Parks, Recreation and Trails Master Plan, attached hereto and incorporated herein by this reference as Exhibit "A," which amends the Plan by amending Figure 1.1 to revise the area identified as potential future park, is hereby approved and adopted.

SECTION 2. This resolution shall be effective immediately from and after its passage.

Attachments

1. Exhibit A - Amended 2018 Rowlett Parks, Recreation and Trails Master Plan

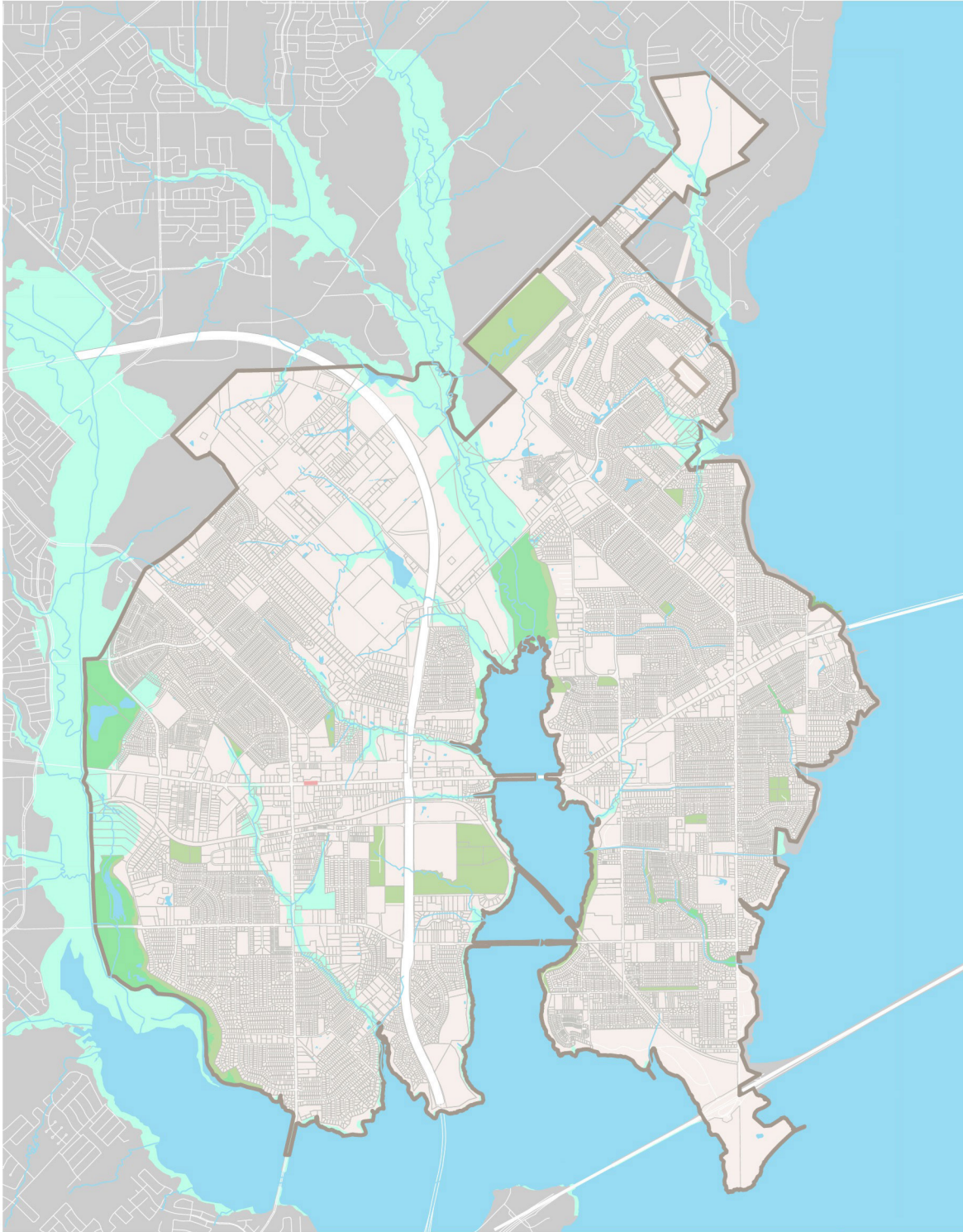


Figure 1.1 - Planning Sectors

Meeting Date: 11/18/2025

Agenda Item: 4.E.

Title

Consider action approving the purchase of solar lights.

Consider a resolution authorizing the purchase of solar lights from Fonroche Lighting America.

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

Additional solar lights and poles have become available at a significant discount due to some revisions in the HWY 66 street lighting project. This would authorize the purchase of 56 lights at a cost of \$131,184.00.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.8 Provide accurate and timely information to policy-makers and the public.

Background Information

The City contracted with Fonroche Lighting America to install solar streetlights along HWY 66, Dalrock, and Rowlett roads. A total of 56 lights were installed along HWY 66 at the initiation of the project. Oncor, however, objected to the installation and required that the lights be removed. Fonroche then received authorization from TxDOT to install the desired lighting in the median of HWY 66. That work was completed and the 56 lights that are the subject of this proposal were uninstalled.

Discussion

These fixtures are designed to be installed through direct bury of the supporting pole.

They can be utilized for a diversity of lighting needs in parks and other areas of the City. They are being offered at a significant discount, over 30%. Some potential uses include the Hockey project, the Municipal Complex, and other existing City parks and facilities. The City Attorney has opined that due to the nature of the streetlights as "used," the purchase qualifies as a sole source purchase, exempting it from the statutory requirements for sealed, competitive bidding.

Financial/Budget Implications

The original funding for the streetlighting project was \$3,150,000. It is currently estimated that \$251,517 will be remaining after all other project obligations have been satisfied. If approved, this purchase would use \$131,184 and leave \$120,333 remaining in the project account (st2164).

CIP Project Budget Financial Table

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
ST2164	Street Lights on HWY 66	\$251,517.00	\$131,184.00	\$120,333.00
TOTAL		\$251,517.00	\$131,184.00	\$120,333.00

Recommended Action

Pass a resolution authorizing the purchase of 56 solar streetlights from Fonroche Lighting America for the total amount of \$131,184.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AUTHORIZING THE PURCHASE FROM FONROCHE LIGHTING AMERICA OF 56 SOLAR STREETLIGHTS AS A SOLE SOURCE PURCHASE AND AT A PRICE NOT TO EXCEED \$131,184.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS FOR THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an objection by Oncor Electric Delivery Company necessitated the removal of a total of 56 solar streetlights previously installed, under contract with the City, by Fonroche Lighting America along Highway 66; and

WHEREAS, the 56 removed solar streetlights, now classified as "used," have been offered to the City for purchase at a 30% discount for a total purchase price of \$131,184.00; and

WHEREAS, the used streetlights would constitute a sole source purchase exempted from the requirement of competitive sealed bidding; and

WHEREAS, the City Council finds it to serve the safety and general welfare of the citizens of the City to approve the sole source purchase from Fonroche Lighting America of the 56 used solar streetlights;

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

SECTION 1. The City Council approves the purchase, from Fonroche Lighting America, of the 56 used solar streetlights, as a sole source purchase, for a purchase price not to exceed \$131,184.00 and further authorizes the City Manager or his designee to execute all necessary and related documents for the purchase.

SECTION 2. This resolution shall take effect immediately upon its passage.

Attachments

1. G10048 - Rowlett TX - Re-use Lights_V3

		Contract ID	HGAC Contract #: SL12-24
Opportunity Owner	Lori Embrey	Quote Number	00086886
Payment Terms	100% Net 30 from Ship Date-contingent on credit approval	Quote Name	G10048 - Rowlett, TX - Re-use Lights
Shipping Terms	Prices are FOB Origin	Quote Date	10/15/2025
Notes to the customer	Installation NOT included	Quote Expiration Date	1/15/2026
Bill To Name	City of Rowlett, TX	Ship To Name	City of Rowlett, TX - Public Works
Bill To	4004 Main Street Rowlett, Texas 75088 United States	Ship To	4310 Industrial Street Rowlett, Texas 75088 United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Fonroche is not in charge of or responsible for utility lines. Fonroche positions its lights on each layout to provide the proper photometric results. It is solely the responsibility of the customer to do their own due diligence in cooperation with the local utility to determine easement/spacing requirements from the utility lines, as well as any other requirements of the local utility.

Customer Part Number	Fonroche Model Number	Contract Price	Quantity	Amount
Arterial-Essential-Single 25' Direct Burial 6' 310/4P	[T54-CK16B-4K-TBD] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6 FT Arm --Pole Color:	USD 3,644.00	56.00	USD 204,064.00
	Product Discount	USD 0.00	1.00	USD -72,880.00

Total Line Items	USD 131,184.00
Programming, Packaging, Shipping & Handling	USD 0.00
Quote Total	USD 131,184.00

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.

Meeting Date: 11/18/2025

Agenda Item: 5.A.

Title

Conduct a public hearing on an ordinance amending the Comprehensive Plan of the City of Rowlett by amending the Future Land Use Plan for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road, from Employment Center to Medium Density Residential, approving a Regulating Plan to construct a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District (FB-CC) thereon, and approving a minor access warrant in accordance with Section 2.10.3 of the Form Base Code (FBC) to connect to Merritt Road.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

The Applicant is requesting to amend the Future Land Use Plan for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road, from Employment Center to Medium Density Residential, approving a Regulating Plan to construct a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District (FB-CC) and approving minor access warrants in accordance with Section 2.10.3 of the Form Base Code (FBC) to connect to Merritt Road.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Strengthen Neighborhood Livability	3.1 Value existing neighborhoods. 3.2 Sustain a community that is appealing to people at all stages of life. 3.3 Invest in enjoyable places of lasting value and distinctive character. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

Refer to Take Action Item for project details.

Discussion

Refer to Take Action Item for project details.

Financial/Budget Implications

No Impact

Recommended Action

Open and Close the Public Hearing

Refer to the accompanying action item for the proposed ordinance

Attachments

None

Meeting Date: 11/18/2025

Agenda Item: 5.B.

Title

Consider action to adopt an ordinance amending the Comprehensive Plan of the City of Rowlett by amending the Future Land Use Plan for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road, from Employment Center to Medium Density Residential, approving a Regulating Plan to construct a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District (FB-CC) thereon, and approving a minor access warrant in accordance with Section 2.10.3 of the Form Base Code (FBC) to connect to Merritt Road.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

The Applicant is requesting consideration of approving a Regulating Plan to develop a 185-unit residential project with seven (7) open spaces, developed as Townhome II concept in the North Shore Strategic Opportunity Area. The intent of the project is to create a new, walkable community that incorporates form base code design elements, including mass and scale to the district to support nearby employment centers. The current zoning for the project area is Form Based Code – Commercial Center. The proposed development would yield a density of 7.81 dwelling units per acre. Approval of the Regulating Plan will require a change to the Comprehensive Plan Land Use from Employment Center to Medium Density Residential. In addition, the Regulating Plan will require approval of a minor warrants to connect to Merritt Road.

Strategic Priority and Goal(s)

The Strategic Priority	Strategic Goal
 STRENGTHEN NEIGHBORHOOD LIVABILITY	3.1 Value existing neighborhoods. 3.3 Invest in enjoyable places of lasting value and distinctive character. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

The subject project is located in the North Shore Planning Area and is currently zoned as Form-Based Commercial Center (FB-CC) District. The vision for the area is to permit higher residential densities to support the Employment Center land use designation for most of the

area. The Community Center designation is intended to provide higher density development in a pedestrian-friendly environment. The types of allowable residential uses in FB-CC include Townhome II, Mixed Residential, Live-Work, and Mixed-Use. The applicant is proposing to develop the site using the Townhome II concept, attached Single-Family Homes, as illustrated in the Form Base Code.

The site is approximately 23.673 acres and is mostly vacant land. Three single-family residential uses will remain at the project site. The subject property is surrounded by the following uses:

- North: Residential use and vacant land zoned Form-Based Code Urban Neighborhood (FB-UN)
- South: Residential use and vacant land zoned Form-Based Commercial Center (FB-CC)
- West: Vacant land zoned Form-Based Code Commercial Center (FB-CC)
- East: Vacant land zoned Form-Based Commercial Center (FB-CC)

In accordance with Section 1.4.8, a Regulating Plan is required for any multi-phased development or areas with multiple property owners to ensure continuity of development. Additional elements of a Regulating Plan may be prepared by the applicant or the City. The plan should correlate with adjacent plans and developments and delineate streets that will supersede those on the Master Thoroughfare Plan. The plans shall include details such as pedestrian sheds, street networks, street types, centralized public open spaces, mandatory or recommended flex space construction at grade, terminated vistas, building heights, building types or land use overlays, and any warrants requested.

The Applicant has worked with staff over the last ten (10) months to develop a plan that satisfies the zoning criteria, including mass and scale, architectural elements, streetscape design, parking requirements, and fire safety standards within the Form Base Code ordinance.

Discussion

The proposed development complies with the development and design standards of Form Base Code. The development of an 185-unit residential community with Townhome II type units with seven (7) open space lots to support the Planning Area's intent of higher densities to nearby employment centers. Twenty-foot to thirty-foot alleys are designed to allow for rear garage access while preserving front yards with patios for additional open space and landscaped areas. Other open space areas are located throughout the project area will afford for recreation and outdoor engagement, the largest open space area developed along the eastern project boundary. The Regulating Plan is consistent with the Form Based Code with regard to streets, parking, open space, and amenities. To ensure better pedestrian safety, the applicant will install pedestrian crosswalk signals at the Merritt and Hickox/Fayetteville intersections.

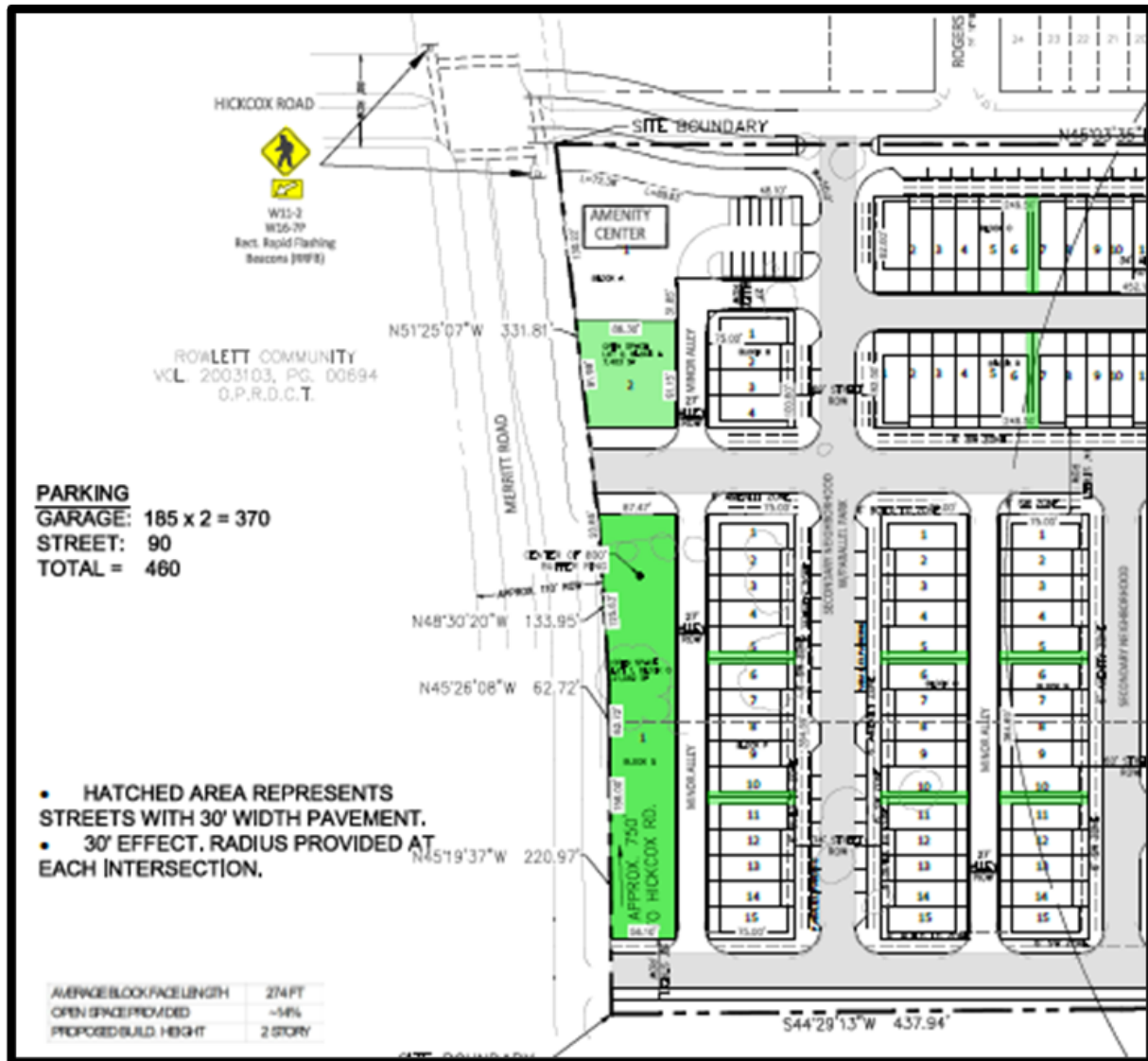
The vision for North Shore is to serve as a major employment hub with a mix of office, commercial, retail, higher density residential uses and mixed-use development. The proposed development will consist of 185 single-family Townhome II units, an amenity center, and various open space areas.

A = Allowed Use S = Special Use	C = Conditional Use Maj/Wr = Major Warrant						
General Use Categories	Specific Use Types *gfa = gross floor area	New Neighborhood	Urban Village	Rural Neighborhood	Urban Neighborhood	Commercial Center	Use-Specific Regulations
RESIDENTIAL USES							
Household Living	Dwelling HUD-code manufactured home						Subchapter 77-302A.1
	Dwelling, mixed use		A		A	A	
	Dwelling, multi-family		A		A	A	Subchapter 77-302A.3
	Dwelling, multi-unit home	A					
	Dwelling, live-work		A		A	A	
	Dwelling, single family (detached)	A		A	A		
	Dwelling, two-family						
	Dwelling, townhome I	A			A		
	Dwelling, townhome II		A			A	

 Create our Vision. Look to the Future. REALIZE ROWLETT 2020					
COMMERCIAL CENTER	COMMON NAMES	BUILD-TO ZONE (1 & 2)	FRONTAGE	USE: GROUND	USE: UPPER
TOWNHOME II	Rowhouse Townhouse Brownstone	18' – 26'	Dooryards, Stoops, patios, porches and lawns permitted; Vehicular access from rear alley required	Residential required	Residential required

Approval of the Regulating Plan will require a change to the Comprehensive Land Use Plan from Employment Center to Medium Density Residential since the Applicant is not proposing any component of employment. While the Employment Center Land Use permits residential development, the predominate use cannot be residential in nature. The applicant is requesting a land use change to Medium Density Residential to ensure consistency between the land use and the zoning. Dwelling units may be attached or detached, but each unit should be located on its own lot. Examples of appropriate land uses include dwelling units intended for single-family detached homes, townhomes, and casitas. Uses ancillary to single family developments such as schools, parks, and similar are also considered appropriate.

The project area includes a new roadway identified in the City's Master Thoroughfare Plan. The Applicant is proposing to construct a north/south connector (noted on the site plan as Primary Connector) built to city design standards. In addition, approval of the minor warrant is required for the two drive entrances off Merritt Road for the development. One of the driveways already exists for access to the single-family homes to remain at the project site. Form Based Code, Section 2.10.3 states, "All access drives will require a Minor Warrant in order to minimize the number of access drive intersections along a Block Face." The applicant proposes these warrants will facilitate better traffic patterns along Merritt Road and Hickox Road/Fayetteville Avenue intersections and enhance access to the surrounding properties. The proposed drives closely align with existing drive entrances along Merritt Road. The schematic design layout also aligns with the Framework and the Master Thoroughfare Plan.



Minor Warrants are defined as permitting a practice that is not consistent with a specific provision of this Chapter but is justified by its intent or by a non-self-imposed hardship. Minor Warrants may be granted administratively as part of the approval of a Regulating Plan/Phased Development Plan or a Development Plan.

The Regulating Plan is conceptual in nature. The document is used to depict the uses and amenities in a general manner. If this item is approved, the applicant will submit a development plan to be reviewed administratively.

Public Notice

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Sixty-One (61) notices within 200 feet and Forty-One (41) courtesy notices within 500 feet were mailed on September 30, 2025, and October 17, 2025. As of November 5, 2025, Staff received the following notices returned from property owners:

- Nine (9) notices in favor and zero (0) notices in opposition within 200 feet.
- Zero (0) notices in favor and zero (0) notices in opposition within 500 feet.

In accordance with State Law, 0% of property owners within 200 feet responded in opposition. As such, this case would not trigger a super-majority vote.

Planning and Zoning Commission Summary

The Planning and Zoning Commission held a public hearing on October 15, 2025. During the first vote, P&Z voted two (2) for approval and two (2) against the requests from the Applicant. In a second vote, the P&Z Commission offered a motion to continue the item to the next P&Z Meeting; two (2) Commissioners voted to approve the motion, one (1) Commissioner voted against, and one (1) Commissioner abstained. The motion passed, and the item was continued to the October 28, 2025, P&Z Meeting. During the meeting, P&Z voted zero (0) to approve and seven (7) against, resulting in the motion to approve the requests from the Applicant be denied.

Financial/Budget Implications

No impact

Recommended Action

Approve
Approve with Conditions
Deny

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ROWLETT BY AMENDING THE FUTURE LAND USE PLAN FOR AN APPROXIMATELY 23.673 ACRE TRACT OUT OF THE JAMES M. HAMILTON SURVEY, ABSTRACT NO. 0544 IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 8500 MERRITT ROAD, FROM EMPLOYMENT CENTER TO MEDIUM DENSITY RESIDENTIAL; APPROVING A REGULATING PLAN TO CONSTRUCT A 185-TOWNHOME II DEVELOPMENT BASED ON FORM-BASED CODE COMMERCIAL CENTER ZONING DISTRICT THEREON, AND APPROVING A MINOR ACCESS WARRANT IN ACCORDANCE WITH SECTION 2.10.3 OF THE FORM BASED CODE TO CONNECT TO MERRITT ROAD; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; 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 City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite

notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. The Comprehensive Plan of the City of Rowlett, Texas is hereby amended by amending the Future Land Use Plan thereof for an approximately 23.673 acre tract out of the James M. Hamilton Survey, Abstract No. 0544 in the City of Rowlett, Dallas County, Texas, commonly known as 8500 Merritt Road and being more particularly described and/or depicted in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"), from Employment Center to Medium Density Residential.

SECTION 2. The Regulating Plan, attached hereto and incorporated herein by this reference as **Exhibit "B,"** for construction of a 185-Townhome II development based on Form-Based Code Commercial Center Zoning District is hereby approved for the Property with a minor access warrant being hereby granted and approved in accordance with Section 2.10.3 of the Form Based Code for connection of the Property to Merritt Road in accordance with Exhibit "B"

SECTION 3. All provisions of the Ordinances of the City of Rowlett, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: 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 thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. This ordinance shall be effective from and after its passage and publication as may be required.

Attachments

1. Exhibit A - Legal Description Merritt Crossing
2. Exhibit B - Regulating Plan

3. Attachment One - Comprehensive Plan Land Use Map_Current
4. Attachment One - Comprehensive Plan Land Use Map_Proposed
5. Attachment Two_ExistingZoningMap
6. Attachment Three_VicinityMap
7. Attachment Four_SiteLocationMap
8. Attachment Five_Existing Site Conditions
9. Attachment Six_PropertyNoticeMap
10. Attachment Seven_MerrittCrossing_200_address_list

Exhibit A - Legal Description

FIELD NOTE DESCRIPTION

23.673 ACRE TRACT

BEING a tract of land situated in the JAMES M. HAMILTON SURVEY, ABSTRACT NO. 544, City of Rowlett, Dallas County, Texas and being all the following tracts of land. That tracts of land referred to as Tract 2, conveyed to Garland General Agency, Inc, according to the document filed of record in Volume 89144, Page 1365, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), all those tracts of land referred to as Tract 1, 2 and 3, conveyed to Carolyn G. Ely, according to the document filed of record in Instrument Number 201200270195 (O.P.R.D.C.T.), that tract of land conveyed to Pug Land Company, according to the document filed of record in Instrument Number 202400079505 (O.P.R.D.C.T.), that tract of land referred to as Tract 1, conveyed to Sheila Annette & Robert Michael Williams, according to the document filed of record in Volume 83232, Page 1457 (O.P.R.D.C.T.), that tract of land conveyed to Robert Michael Williams and Sheila A. Williams, according to the document filed of record in Volume 85104, Page 1121 (O.P.R.D.C.T.), those tracts of land referred to as Tracts 1, 2, 3 and 4, conveyed to Kaylee A. Williams (wife) and (husband) Christopher C. Williams, according to the document filed of record in Instrument Number 201800181660 (O.P.R.D.C.T.), that tract of land conveyed to Betty Ruth Hooks, according to the document filed of record in Volume 85236, Page 4277 (O.P.R.D.C.T.), and that tract of land conveyed to Jesse Ray and Carol Hooks, according to the document filed of record in Instrument Number 199200402631 (O.P.R.D.C.T.) said tract of land being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod with yellow plastic cap stamped "ROOME" found in the northeast line of Merritt Road, a variable width right-of-way, for the western most corner of said tract, same being common with the southernmost corner of MERRITT VILLAS Addition, an addition to the City of Rowlett according to the plat filed of record in Instrument No. 202200202450, Plat Records, Dallas County, Texas (P.R.D.C.T.).

THENCE N 45° 03' 35" E, a distance of 1,013.43 feet to a 5/8 inch iron with yellow plastic cap stamped "TRAVERSE LS PROP COR" found for the east corner of said addition, and common corner of this tract

THENCE North 44° 49' 52" E, a distance of 600.30 feet to a 5/8-inch iron rod with yellow plastic cap stamped "TRAVERSE LS PROP COR" found for the north corner of this tract.

THENCE South 43° 06' 35" E, a distance of 319.90 feet to an interior "ell" corner of this tract.

THENCE, N 45° 03' 13" E, a distance of 13.60 feet to a 1/2" iron rod found for an exterior "ell" corner of this tract.

THENCE, S 40° 28' 19" E, a distance of 415.99 feet the east corner of this tract.

THENCE, S 44° 30' 22" W, a distance of 1099.04 feet to a 3/8" iron rod found for a corner of this tract.

THENCE, S 44° 29' 13" W, returning to the northeast line of the above-mentioned Merritt Road, at a distance of 437.94 feet, to a 1/2" iron rod found for the south corner of this tract.

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

N 45° 19' 37" W, a distance of 220.97 feet to a corner of this tract.

N 45° 26' 08" W, a distance of 62.72 feet to a 1/2-inch iron rod with yellow plastic cap stamped "BRITTAIN & CRAWFORD" found for a corner of this tract.

N 48° 30' 20" W, a distance of 133.95 feet to a corner of this tract.

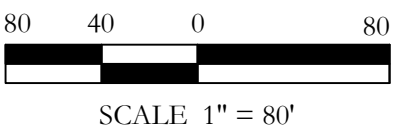
N 51° 25' 07" W, a distance of 331.81 feet to the **POINT OF BEGINNING** and containing 1,031,202 square feet or 23.673 acres of land.

SAVE & EXCEPT Those tracts of land referred to as Tracts 1, 2 and 3, conveyed to Pensco Trust Co Custodian, according to the document filed of record in Instrument Number 201600127371, Official Public Records of Dallas County, Texas.

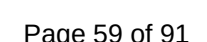
Owner / Developer:
Bridge Tower Homes, LLC
5430 LBJ Freeway, Suite 1050
Dallas, TX. 75240
(469) 936-1695
attn: Shaivali Desai
email: sdesai@bridgetowerhome.com

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
attn: Tom Dayton
email: tom.dayton@johnsonvolk.com

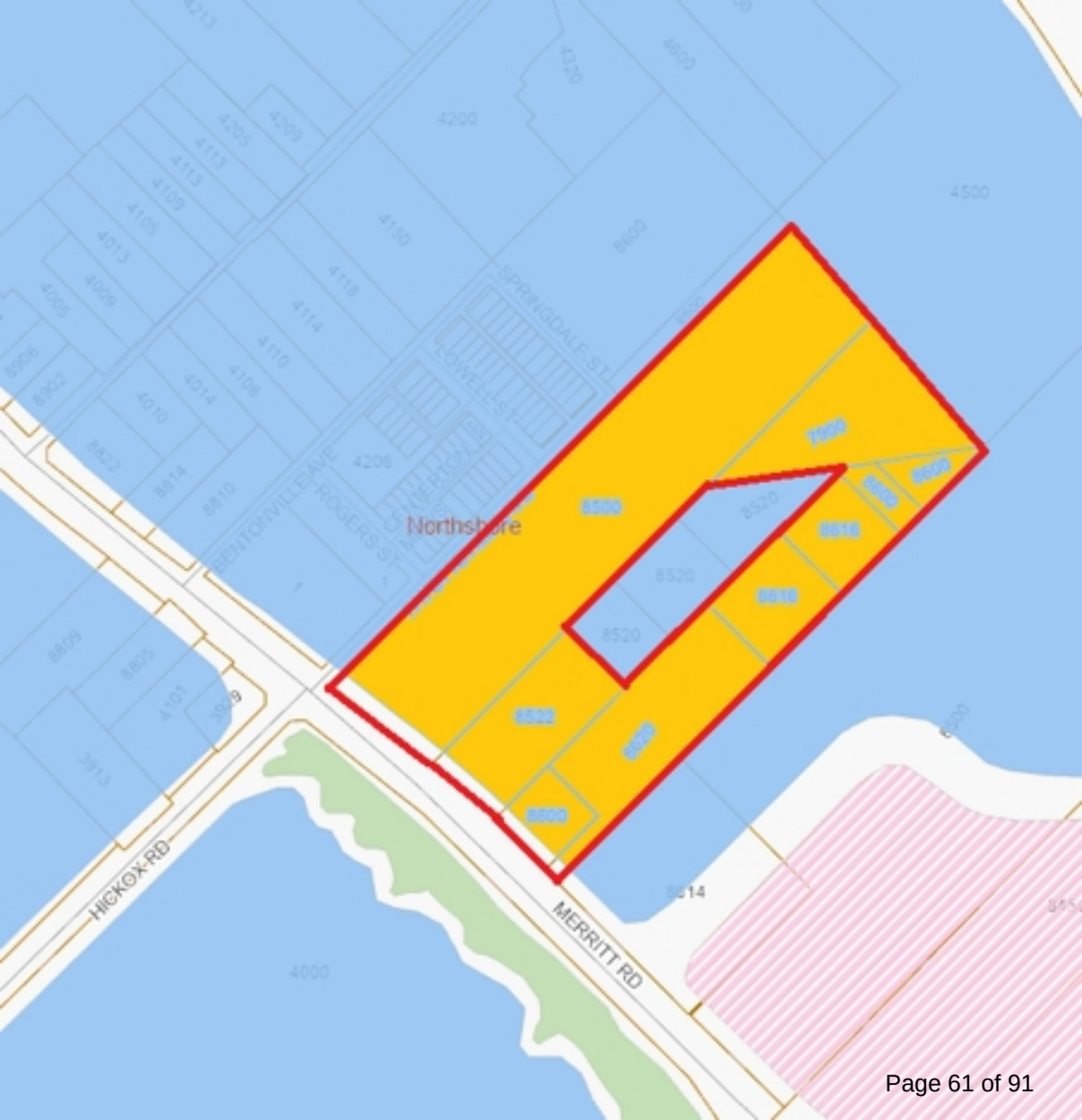
**23.673 Acres James M. Hamilton Survey,
Abstract No. 544, City of Rowlett
Dallas County, Texas
185 Lots & 7 Open Spaces
Date Submitted: Sept 17, 2025**



- | Record of Submissions | | |
|-----------------------|---------|------------------------|
| | | |
| | | |
| | | |
| 4 | 9/17/25 | 4th Submittal |
| 3 | 8/1/25 | 3rd Submittal |
| 2 | 6/13/25 | 2nd Submittal |
| 1 | 3/19/25 | 1st Submittal |
| No. | Date | Submission Description |

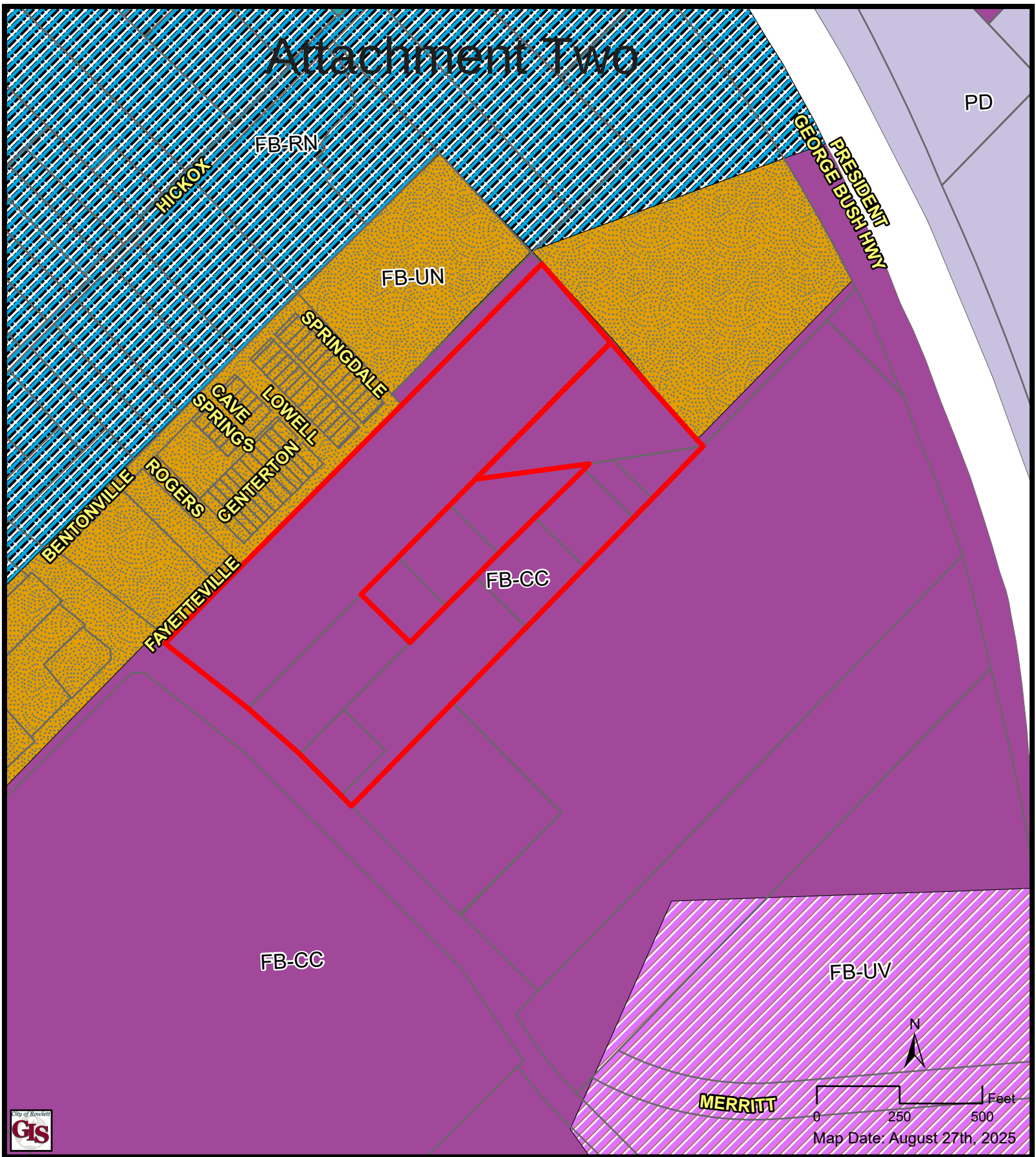






Northshore

Attachment Two



Site

Streets

FB-UN

Parcels

FB-UV

FB-CC

City Limits

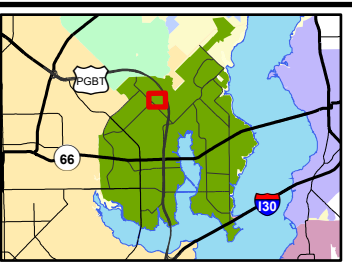
FB-RN

PD

8500, 8522, 7900,
8600, 8616, 8620,
Merritt Road

FBC Regulating Plan

Existing Zoning Map



Attachment Three



Site



City Limits



Parcels

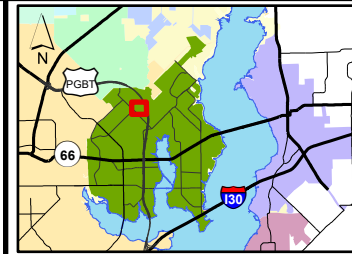


Streets

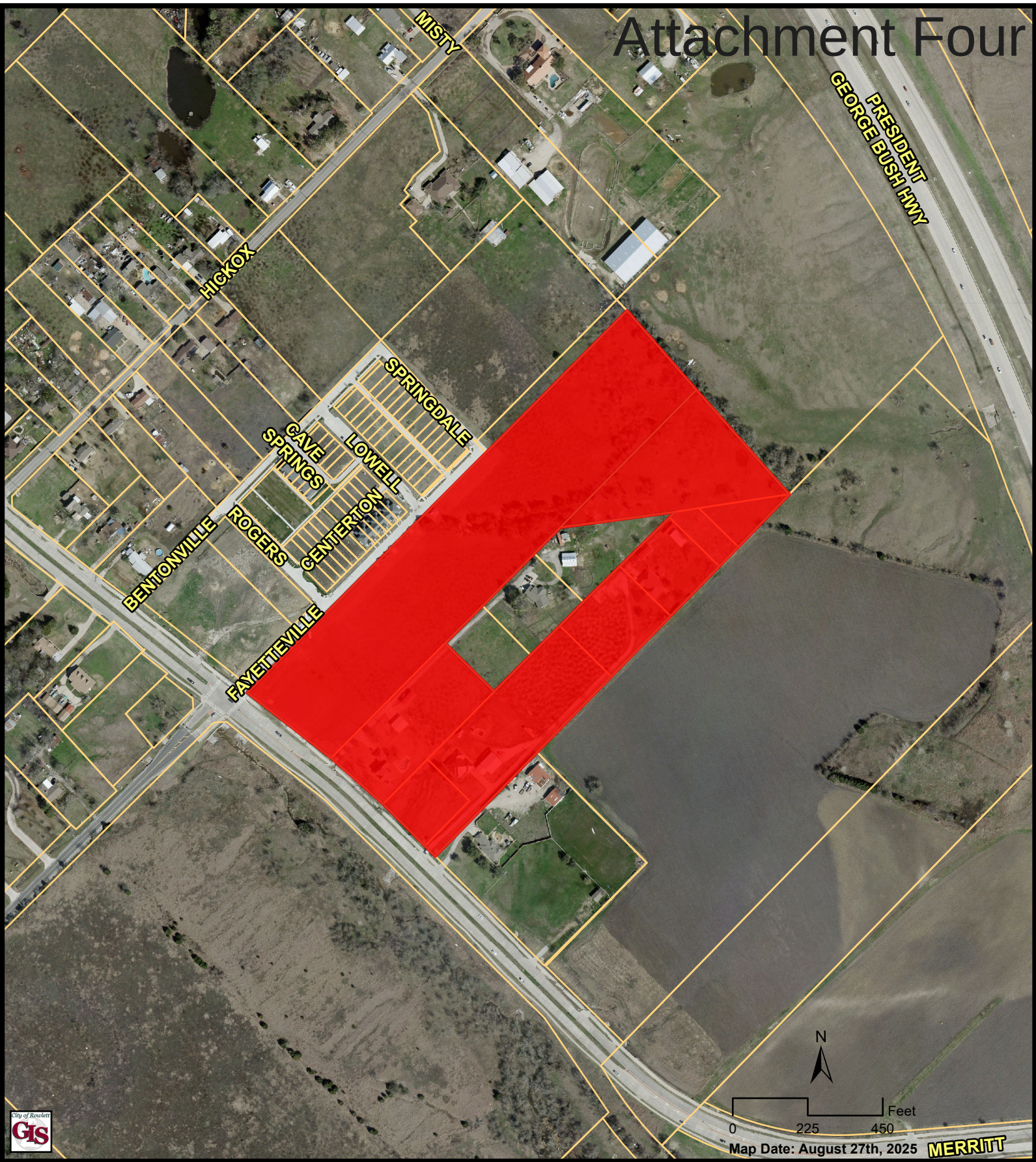
8500, 8522, 7900,
8600, 8616, 8620,
Merritt Road

FBC Regulating Plan

Vicinity Map



Attachment Four



Site



City Limits

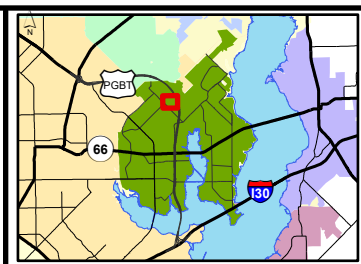


Parcels

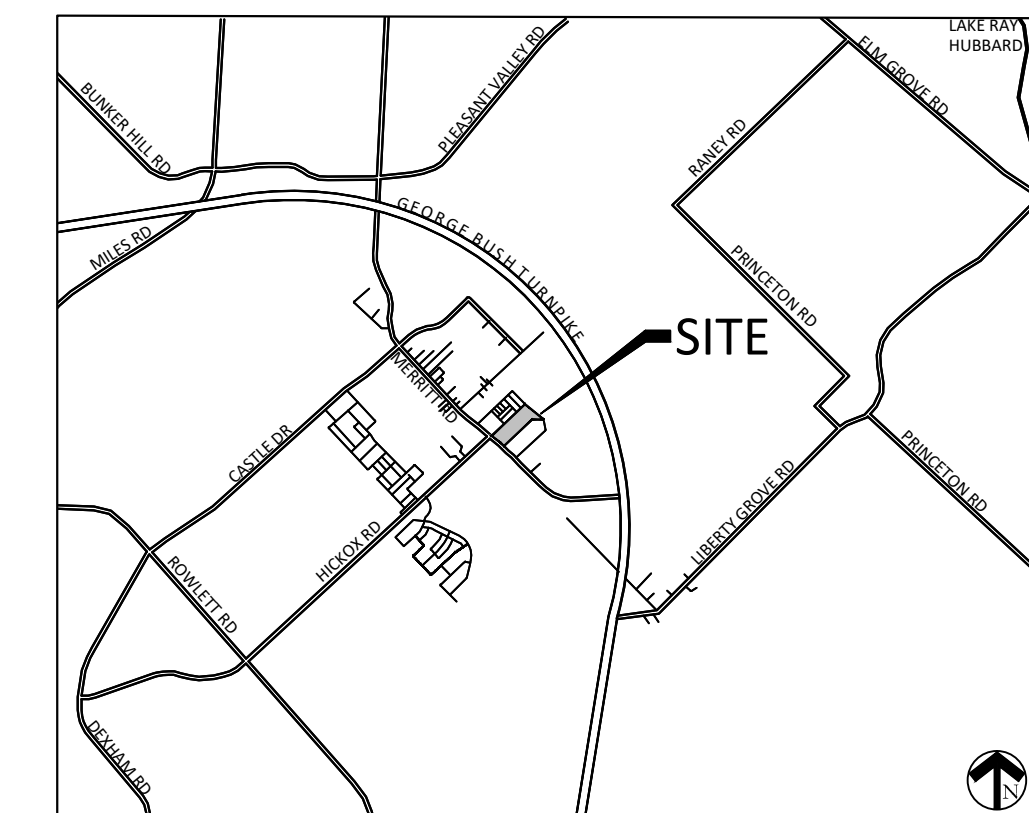
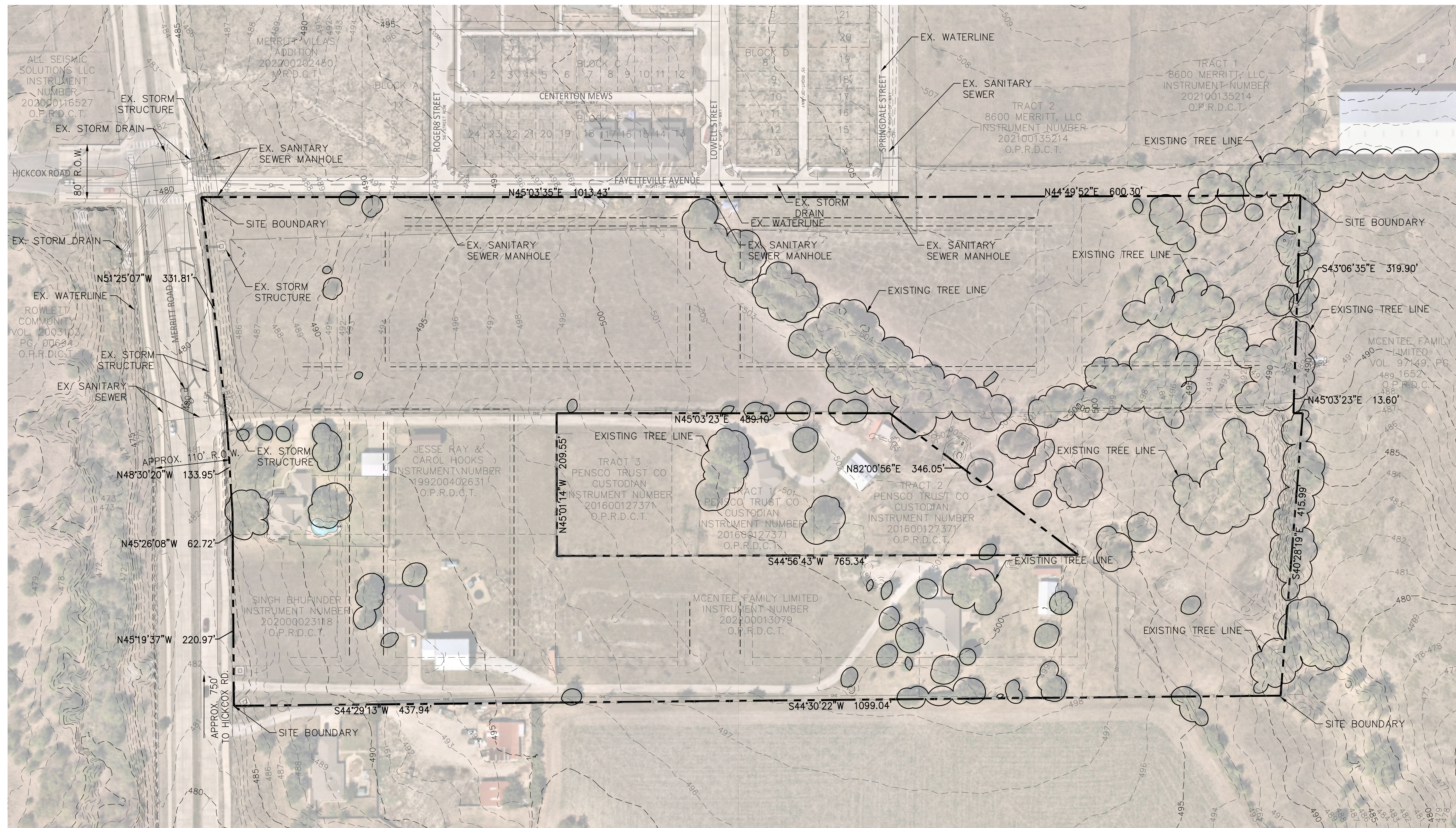


Streets

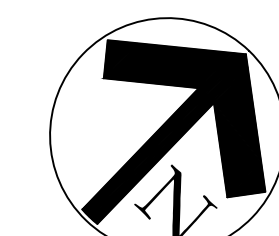
8500, 8522, 7900,
8600, 8616, 8620,
Merritt Road
FBC Regulating Plan
Site Location
Map



Attachment Five Existing Site Conditions



VICINITY MAP
Not to Scale



80 40 0 80

SCALE 1" = 80'

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SAVE & EXCEPT Those tracts of land referred to as Tracts 1, 2 and 3, conveyed to Pensco Trust Co Custodian, according to the document filed of record in Instrument Number 201600127371, Official Public Records of Dallas County, Texas.

EXISTING SITE CONDITIONS MERRITT CROSSING

23.673 Acres James M. Hamilton Survey,
Abstract No. 544, City of Rowlett
Dallas County, Texas
184 Lots, 7 Open Spaces

NOTES

1. According to FEMA FIRM Panel 48113C0245K, Effective on 7/7/2014, floodplain does not exist on this property.
2. The development of the site will be in accordance with City of Rowlett development standards.

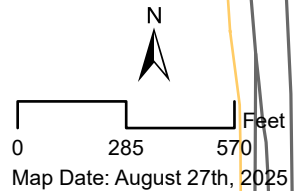
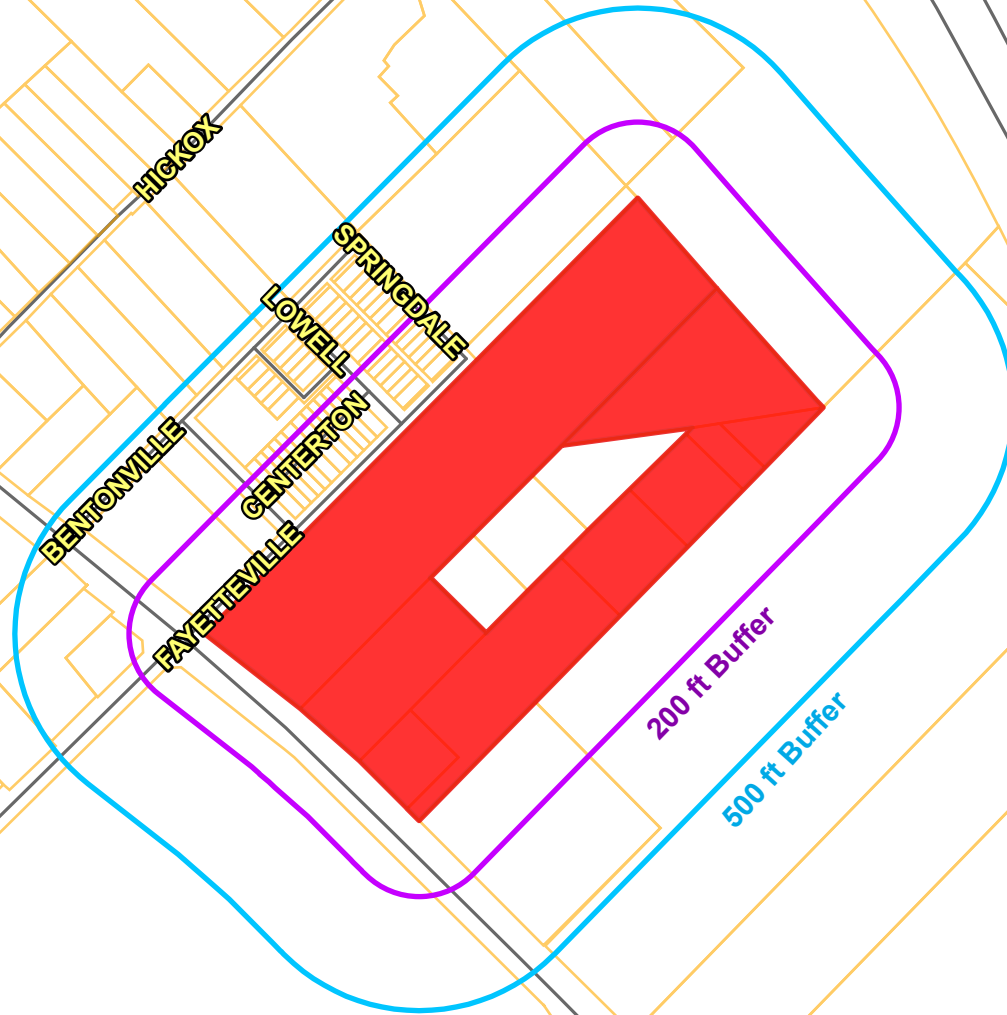
Record of Submissions		
3	8/1/25	3rd Submittal
2	6/13/25	2nd Submittal
1	3/19/25	1st Submittal
No.	Date	Submission Description

Owner / Developer:
Bridge Tower Homes, LLC
5430 LBJ Freeway, Suite 1050
Dallas, TX. 75240
(469) 936-1695
attn: Shaivali Desai
email: sdesai@bridgetowerhome.com

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
attn: Tom Dayton
email: tom.dayton@johnsonvolk.com



Attachment Six

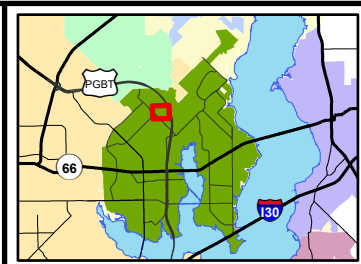


	Site		500 ft Buffer
	Parcels		200 ft Buffer
	Streets		City Limits

**8500, 8522, 7900,
8600, 8616, 8620,
Merritt Road**

FBC Regulating Plan

**Property Notice
Map**



Attachment Seven Property Owners within 200'

ACCT (DCAD)	OWNER_NAME	OWNER_ADDRESS	OWNER_CITY	OWNER_STATE	OWNER_ZIPCODE	STREET_ADDRESS
440147400A0010000	8600MERRITT APARTMENTS LLC	409 MARCO POLO CIR	ALLEN	TX	750132909	1 BENTONVILLE AVE
440147400A01X0000	8600MERRITT APARTMENTS LLC	409 MARCO POLO CIR	ALLEN	TX	750132909	1 BENTONVILLE AVE
440147400C0010000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4201 CENTERTON MEWS
440147400C0020000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4205 CENTERTON MEWS
440147400C0030000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4209 CENTERTON MEWS
440147400C0040000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4213 CENTERTON MEWS
440147400C0050000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4217 CENTERTON MEWS
440147400C0060000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4301 CENTERTON MEWS
440147400C0070000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4305 CENTERTON MEWS
440147400C0080000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4309 CENTERTON MEWS
440147400C0090000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4313 CENTERTON MEWS
440147400C0100000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4317 CENTERTON MEWS
440147400C0110000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4321 CENTERTON MEWS
440147400C0120000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4325 CENTERTON MEWS
440147400C0130000	FREDERICK TAYLOR KAITLIN	4327 FAYETTEVILLE AVE	ROWLETT	TX	750890000	4327 FAYETTEVILLE AVE
440147400C0140000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4323 FAYETTEVILLE AVE
440147400C0150000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4319 FAYETTEVILLE AVE
440147400C0160000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4315 FAYETTEVILLE AVE
440147400C0170000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4311 FAYETTEVILLE AVE
440147400C0180000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4307 FAYETTEVILLE AVE
440147400C0190000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4303 FAYETTEVILLE AVE
440147400C0200000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4219 FAYETTEVILLE AVE
440147400C0210000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4215 FAYETTEVILLE AVE
440147400C0220000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4211 FAYETTEVILLE AVE
440147400C0230000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4207 FAYETTEVILLE AVE
440147400C0240000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4203 FAYETTEVILLE AVE
440147400D0080000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8822 LOWELL ST
440147400D0090000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8818 LOWELL ST
440147400D0100000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8814 LOWELL ST
440147400D0110000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8810 LOWELL ST
440147400D0120000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8806 LOWELL ST
440147400D0130000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8802 LOWELL ST
440147400D0140000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8803 SPRINGDALE ST
440147400D0150000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8807 SPRINGDALE ST
440147400D0160000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8811 SPRINGDALE ST
440147400D0170000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8815 SPRINGDALE ST
440147400D0180000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8819 SPRINGDALE ST
440147400D0190000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8823 SPRINGDALE ST
440147400D06X0000	8600MERRITT TOWNHOUSES LLC	6609 CANDLECREEK LN	PLANO	TX	750245509	6 FAYETTEVILLE AVE
440147400D07X0000	8600MERRITT TOWNHOUSES LLC	6609 CANDLECREEK LN	PLANO	TX	750245509	7 FAYETTEVILLE AVE
65034961510010000	ROWLETT COMMUNITY & DEVELOPMENT LP	1900 SURVEYOR BLVD	CARROLLTON	TX	750065110	4000 HICKOX RD
65054456010160400	MCENTEE FAMILY LIMITED	7701 MERRITT RD	ROWLETT	TX	750892122	8500 MERRITT RD
65054456010160600	MCENTEE FAMILY LIMITED	7701 MERRITT RD	ROWLETT	TX	750892122	4500 HICKOX RD

65054456010330000	DONNELLY MICHAEL C & KAREN M	4600 HICKOX RD	ROWLETT	TX	750892117	4600 HICKOX RD
65054456010330100	DONNELLY MICHAEL C & KAREN M	4600 HICKOX RD	ROWLETT	TX	750892117	4600 HICKOX RD
65054456510030100	GARLAND GENERAL AGENCY INC	8200 FOREST HILLS BLVD	DALLAS	TX	752184409	8500 MERRITT RD
65054456510030200	8600 MERRITT LLC	811 S CENTRAL EXPY STE 200	RICHARDSON	TX	750807423	8500 MERRITT RD
65054456510040000	HOOKS JESSE RAY & CAROL	8522 MERRITT RD	ROWLETT	TX	750892137	8522 MERRITT RD
65054456510040100	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040200	WILLIAMS KAYLEE A & CHRISTOPHER C	8620 MERRITT RD	ROWLETT	TX	750892139	8620 MERRITT RD
65054456510040300	WILLIAMS ROBERT & SHEILA	8616 MERRITT RD	ROWLETT	TX	750892139	8616 MERRITT RD
65054456510040400	WILLIAMS ROBERT M ETUX	8616 MERRITT RD	ROWLETT	TX	750892139	8616 MERRITT RD
65054456510040500	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040600	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040700	ELY CAROLYN G	3801 STONEWALL RD	WYLIE	TX	750986367	8600 MERRITT RD
65054456510040800	ELY CAROLYN G	3801 STONEWALL RD	WYLIE	TX	750986367	7900 MERRITT RD
65054456510040900	HOOKS BETTY RUTH	8616 MERRITT RD	ROWLETT	TX	750892139	8600 MERRITT RD
65054456510041400	PUG LAND COMPANY	3000 CUSTER RD STE 270210	PLANO	TX	750754422	8600 MERRITT RD
65054456510100000	8600 MERRITT LLC	811 S CENTRAL EXPY STE 200	RICHARDSON	TX	750807423	8600 MERRITT RD
65054456510120000	SINGH BHUPINDER	8614 MERRITT RD	ROWLETT	TX	750892139	8614 MERRITT RD
65166632010030000	ALL SEISMIC SOLUTIONS LLC	3204 TRADITION CT	ROWLETT	TX	750886601	3929 HICKOX RD

Meeting Date: 11/18/2025

Agenda Item: 5.C.

Title

Conduct a public hearing regarding a zoning change request for an approximately 21.412 acre tract located generally north of Miller Road and west of Chiesa Road and being further described as a portion of the James Hobbs Survey, Abstract No. 571, Page 721, Tract 19 in the City of Rowlett, Dallas County, Texas (the "Property"), to amend the Comprehensive Plan for the Property by amending the Future Land Use Plan from Low-Density Residential, Medium-Density Residential and Retail/Commercial/Office to Multi-Family, to amend the Comprehensive Zoning Ordinance and Map for the Property from Single Family Residential- 40/24 (SF-40) District to Planned Development District with a base zoning of Multi-Family Attached Residential Duplex (PD-MF-2F), and to approve a Concept Plan to construct 170 single-family homes on the Property. **"THIS ITEM HAS BEEN WITHDRAWN AT THE REQUEST OF THE APPLICANT."**

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

The Applicant is requesting to 1) Amend the Comprehensive Plan by amending the Future Land Use Plan for the Property from Low-Density Residential, Medium-Density Residential and Retail/Commercial/Office to Multi-Family; 2) Amend the Comprehensive Zoning Ordinance and Map for the Property from Single Family Residential- 40/24 (SF-40) District to Planned Development District with a base zoning of Multi-Family Attached Residential Duplex (PD-MF-2F); and 3) Approve a Concept Plan to construct 170 single-family homes; The Property is an approximately 21.412-acre tract vacant parcel located generally north of Miller Road and west of Chiesa Road, in the City of Rowlett, Dallas County, Texas.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 STRENGTHEN NEIGHBORHOOD LIVABILITY	3.2 Sustain a community that is appealing to people at all stages of life. 3.3 Invest in enjoyable places of lasting value and distinctive character. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

Applicant has requested to withdraw this item.

Discussion

Applicant has requested to withdraw this item.

Financial/Budget Implications

N/A

Recommended Action

Item withdrawn.

Attachments

None

Meeting Date: 11/18/2025

Agenda Item: 5.D.

Title

Consider action to adopt a resolution approving and authorizing the City Manager to execute job creation incentive agreement with SAF-Holland pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement).

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

Council will consider a Job Creation Grant Agreement with SAF-Holland consistent with adopted economic development incentive policies to provided a financial incentive to employ between 25 and 150 full-time employees within the City over the next four years.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 FOSTER ECONOMIC VITALITY	5.8 Responsibly develop identified economic opportunity areas.

Background Information

In Summer 2025, SAF-Holland entered into negotiations to consolidate operations and headquarter facilities from the present location in Wylie, TX, and Dumas, AR, to the facility at 8260 Merritt Rd. in Rowlett. They applied for the City's job creation incentive grant to assist with this transition. The application was considered by the Economic Development Advisory Board on September 23, 2025, and is recommended for approval.

Discussion

This SAF-Holland facility will manufacture specialty fifth wheel and truck suspension systems for Class 8 trucks. It will also include regional headquarters with functions such as product line management, advanced manufacturing engineering, continuous improvement engineering, and information technology. The space taken includes 50,000 SF of space reserved for future growth of their Rowlett operations. The value of transferred and acquired equipment and tenant improvements is estimated to exceed

\$16 million. Total payroll is estimated to approach \$10 million by the end of year 3 of operations.

The applicant applied for economic development incentives in August 2025, specifically Job Creation Grant. The City's Economic Development Incentives Policy is attached for your reference. The Job Creation Program is defined therein as follows:

JOB CREATION PROGRAM - The Job Creation Incentive Program encourages economic growth by supporting companies that create or relocate full-time jobs within the City of Rowlett. This program is designed to attract businesses offering competitive wages and providing lasting benefits to the community.

Eligibility Criteria

1. Job Minimum: Companies must create or relocate at least 25 full-time jobs.
2. Wage Requirement: Each job must pay at least 100% of the average annual wage for Dallas County, as determined by the U.S. Bureau of Labor Statistics.

Incentive Details

1. Jobs paying 100-124% of the average annual wage qualify for \$3,000 per job, paid as \$1,500 annually over two years.
2. Jobs paying 125% or more of the average annual wage qualify for \$5,000 per job, paid as \$2,500 annually over two years
3. The total grant amount cannot exceed 50% of the net new ad valorem and business personal property taxes paid to the City as a result of the project.

Application Process -Applicants must provide details on job creation, wage levels, and tax benefits to the City. Applications will be evaluated based on alignment with program goals and the economic impact of the project. Approved applicants will enter into an agreement outlining terms, conditions, and reporting requirements.

Reporting Requirements - Recipients must submit annual reports verifying the number of jobs maintained, wage levels, and compliance with the program terms.

SAF Holland submitted the job title and salary information for 123 jobs. Of those 123 jobs, 40 qualify for the grant by meeting 100%-125% of Average Annual Wage for the Dallas-Fort Worth Area according to the Bureau of Labor Statistics ("BLS") and 3 qualified for the higher grant by being above the 125% the BLS average. This would indicate a grant amount \$135,000 over the first two years of the agreement. The grant is earned and paid looking backward on the previous period's employment. If more jobs qualify then the grant will be higher. If jobs are lost, then the grant will be lower.

SAF-Holland provided that they may increase employment in the second year of operation. The proposed Agreement is written to provide a second round of qualification in year two if that occurs.

The proposed agreement will, if approved, become effective January 1, 2026. The first

grant payment would be due the summer of 2027 based on actual employment during the 2026 calendar year. That payment is currently estimated to be \$67,500, but could be higher if their actual employment and/or effective wages are higher.

Financial/Budget Implications

Funding to support this agreement, if approved, will be included in the FY27 General Fund budget.

Recommended Action

Approval of a resolution authorizing the City Manager to execute the attached Chapter 380 Economic Development Agreement with SAF-Holland, Inc.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH SAF-HOLLAND, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY NECESSARY AND RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, SAF-Holland desires to establish a new manufacturing and regional headquarters at 8260 Merritt Road in Rowlett, which will consolidate the Company's operations currently located at Wylie, Texas and Dumas, Arkansas and serve as the center for the Company's specialty fifth-wheel and truck suspension product lines (the "Facility"); and

WHEREAS, the Facility will cause creation or relocation to Rowlett at the Facility of between 25 and 125 full-time jobs over the next four years; and

WHEREAS, SAF-Holland has advised the City that a contributing factor that would induce the Company to establish the Facility in Rowlett would be an agreement by the City to provide economic development grants to the Company; and

WHEREAS, promotion of the creation, retention and expansion of new and existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax, and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted policies and programs for promoting economic development, and the proposed Chapter 380 Economic Development Agreement with SAF-Holland, Inc. and the economic development incentives set forth therein would be given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making the Job Creation Grants as defined in

the Agreement to the Company is in accordance with the City Economic Development Incentive Policy and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City, which has adopted programs for promoting economic development;

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

SECTION 1. The recitals set forth above are determined to be true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of Rowlett hereby approves the Chapter 380 Economic Development Agreement with SAF-Holland, Inc., in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A," and authorizes the City Manager or his designee to execute the Agreement in substantially the form of Exhibit "A."

SECTION 3. This resolution shall take effect immediately upon its passage.

Attachments

1. 380 Agreement - SAF Holland
2. Econ Dev Incentive Policy 2025

STATE OF TEXAS §
§
COUNTY OF DALLAS § CHAPTER 380 ECONOMIC
§ DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement (the “Agreement”) is made by the City of Rowlett, Texas (“City”) and SAF-Holland, Inc. (“Company”), each a “Party” and collectively, the “Parties,” acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company desires to establish a new manufacturing and regional headquarters at 8260 Merritt Road in Rowlett, Texas (the “Location”) which will consolidate the Company’s operations currently located in Wylie, Texas and Dumas, Arkansas and serve as the center for Company’s specialty fifth wheel and truck suspension product lines (the “Facility”); and

WHEREAS, the Facility will feature advanced manufacturing capabilities and will also house several high-skill, high-salary functions, including Product Line Management, Advanced Management Engineering, Continuous Improvements and will cause creation or relocation to Rowlett at the Facility of between 25 and 125 full-time jobs over the next four years; and

WHEREAS, Company has advised the City that a contributing factor that would induce Company to establish the Facility in Rowlett would be an agreement by City to provide economic development grants to Company; and

WHEREAS, promotion of the creation, retention and expansion of new and existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax, and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted policies and programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, City has determined that making the Job Creation Grants (hereinafter defined) to the Company in accordance with this Agreement is in accordance with the City Economic Development Incentive Policy and will: (i) further the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City, which has adopted programs for promoting economic development;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and for other valuable consideration the receipt and sufficiency of which is

hereby acknowledged, the Parties agree as follows:

Article I Term

This Agreement shall be effective on the last date of execution hereof (“Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of such Party’s property where such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party where such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Employment Positions” means 25 Employment Positions, as that term is defined herein.

“Base Year Taxes” shall mean the amount of the City ad valorem taxes assessed by City against the Tangible Personal Property located at the Leases Premises for tax year 2022.

“City” shall mean the City of Rowlett, Texas.

“Commencement Date” shall mean January 1, 2026.

“Company” shall mean SAF-Holland, Inc.

“Company Affiliate” shall mean an entity that is directly or indirectly controlled by or is under common control with Company.

“Effective Date” shall mean the last date of execution hereof.

“Employment Grants” shall mean up to three annual economic development grants to be provided by City to Company, each to be paid on the terms and under the conditions set forth herein, including but not limited to the conditions set forth in Article IV of this Agreement, up to, in the aggregate, the Maximum Employment Grant Amount, as defined herein.

“Employment Grant Installment” shall mean \$1,500.00 for Level I Employment

Positions and \$2,500.00 for Level II Employment Positions.

“Employment Period” shall mean each twelve (12) month consecutive period during the term of this Agreement beginning on January 1 of each year of the Grant Term.

“Employment Positions” shall mean a filled FTE position (whether Level I or Level II, as defined herein) eligible for employee benefits and receiving an annual base wage of at least 100% of the average annual wage for Dallas County as determined annually by the U.S. Bureau of Labor Statistics, each of which has been created and/or relocated, filled and retained at the Facility by Company. In the event of voluntary or involuntary termination of an employee from an Employment Position, the Employment Position may be counted as continuously filled if the Employment Position is filled and re-established within thirty (30) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period.

“Expiration Date” shall mean the fourth (4th) anniversary date of the Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Leased Premises is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“FTE Position” or “FTE” means one or more positions filled by individuals scheduled to work at the Facility for a combined total of at least 2080 hours, including any paid time off, during an Employment Period. The number of FTEs for an Employment Period shall be based on a weekly average count of FTEs working at the Facility during

each calendar week during the Employment Period.

“Grant Term” shall mean the period between the Commencement Date and the Expiration Date or other sooner termination date as allowed by this Agreement.

“Grant Year” shall either of three Calendar years as follows: the First Grant Year means the 2027 calendar year, the Second Grant Year means the 2028 calendar year, and the Third Grant Year means the 2029 calendar year.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary, or extraordinary, foreseen, or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Leased Premises or any property or any business owned by Company within the City.

“Level I Employment Positions” shall mean Employment Positions paying an annual base wage that is 100 to 124 percent of the average annual wage for Dallas County as determined by the U.S. Bureau of Labor Statistics.

“Level II Employment Positions” shall mean Employment Positions paying greater than 124 percent of the average annual wage for Dallas County as determined by the U.S. Bureau of Labor Statistics,

“Maximum Employment Grant Amount” or “Maximum Employment Grant” shall mean an amount not to exceed an amount that is Fifty (50%) percent of the net new ad valorem and tangible (i.e. business) personal property taxes paid to and received by the City as a result of the establishment and/or operation of the Facility in the aggregate for the Grant Term, and is the amount which the cumulative payment of the Employment Grants by City to Company shall not exceed.

“Payment Request” shall mean a written request from Company to City for payment of the annual Employment Grant accompanied by (1) an employment roster for each quarter of the applicable Grant Year, said employee rosters to identify each employee of Company at the Facility during said quarter and to further indicate, for each employee, the employee’s city of residence and date of hire by Company, and such other information as may be reasonably requested by City to document compliance with the required Employment Positions; and (2) copies of tax statement and/or receipt(s) and/or other evidence reasonably satisfactory to City to establish that the ad valorem taxes assessed by City against the Facility (real estate and improvements thereof) and the Tangible Personal Property located thereon has been timely paid for such Grant Year.

“Related Agreements” shall mean any agreement other than this Agreement by and between City and Company and/or Company Affiliate(s).

“Reporting Period” shall mean each consecutive twelve (12) month period during the term of this Agreement; provided, however, the First Reporting Period shall begin with the calendar month beginning January 1, 2026.

“Required Use” shall mean the operation and use of the Facility as an SAF-Holland, Inc. regional corporate offices and manufacturing facility open and operating and producing specialty truck products for sale.

“State of Texas” shall mean the Office of the Texas Comptroller of Public Accounts, or its successor.

“Tangible Personal Property” shall have the same meaning assigned by Tax Code, Section 1.04, and shall mean Tangible Personal Property owned or leased by Company and located at the Leased Premises. Tangible Personal Property includes Freeport Goods and Goods in Transit.

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

Article III

Economic Development Employment Grants

(a) Subject to the continued satisfaction of the terms and conditions of this Agreement by Company, including but not limited to the obligation to create or relocate, and retain Employment Positions above the Base Employment Positions at the Facility during the Grant Term and on the terms and conditions stated herein, and the obligation of Company to repay the Grants pursuant to Article V hereof, City agrees to provide the Company with up to three, annual Employment Grants as set forth herein, the aggregate of which shall not exceed the Maximum Employment Grant Amount. During the term of this Agreement beginning on the first anniversary date of the Commencement Date and continuing until the Expiration Date, Company shall provide City with employment records and/or other evidence reasonably satisfactory to City to verify the Base Employment Positions and the Employment Positions created or relocated, filled, and retained at the Leased Premises during each calendar year of the Grant Term.

(b) Subject to Subsection II(e), for the First Grant Year, upon a showing that Company has, for the past twelve months, created, relocated or retained at the Facility the Base Employment Positions, Company shall receive an annual Employment Grant, the amount of which shall be calculated as follows:

- (i) For each Level I Employment Positions that has been maintained for the prior 12 continuous months at the Facility, an Employment Grant Installment of \$1,500.00; and
- (ii) For each Level II Employment Position that has been maintained for the prior 12 continuous months at the Facility, an Employment Grant Installment of \$2,500.00.

(c) Subject to Subsection (e), for the Second Grant Year, upon a showing that Company

has, for the past twelve months, created, relocated, or retained at the Facility the Base Employment Positions, Company shall receive an annual Employment Grant, the amount of which shall be calculated as follows:

- (i) For each Level I Employment Position that has been maintained for the prior 24 continuous months at the Facility, an Employment Grant Installment of \$1,500.00;
- (ii) For each Level II Employment Position that has been maintained for the prior 24 continuous months at the Facility, an Employment Grant of \$2,500.00;
- (iii) For each additional Level I Employment Positions that has been maintained for the prior 12 continuous months at the Facility, an Employment Grant Installment of \$1,500.00; and
- (iv) For each additional Level II Employment positions that has been maintained for the prior 12 continuous months at the Facility, an Employment Grant Installment of \$2,500.00.

(d) Subject to subsection III(e), for the Third Grant Year, upon a showing that Company has, for the past twelve months, created, relocated, or retained at the Facility the Base Employment Positions, Company shall receive an annual Employment Grant, the amount of which shall be calculated as follows:

- (i) For each Level I Employment Position that has been continuous maintained for the prior 24 month at the Facility, an Employment Grant of \$1,500.00; and
- (ii) For each Level II Employment Position that has been continuous maintained for the prior 24 month period at the Facility, an Employment Grant of \$1,500.00.

(e) Company shall not receive more than \$3,000.00 in Employment Grant Installments for any single Level I Employment Position or employee nor more than \$5,000.00 for any single Level II Employment Position or employee during the Grant Term.

(f) Beginning with the First Grant Year, the Employment Grants shall be paid within ninety (90) days after City's receipt of a Payment Request and City verification of the Employment Positions. Company shall submit the Payment Request for an Employment Grant no earlier March 1 of each Grant Year and not later than one hundred eighty (180) days thereafter. The failure to timely submit the Payment Request for an Employment Grant shall result in the forfeiture of the payment of the respective Employment Grant by City to Company. The provisions of this section shall survive termination of this Agreement.

(g) Any Employment Position which is vacant one time during the Grant Term for a period of thirty (30) days or less shall be considered continuously maintained provided Company fills the positions within the thirty (30) days of creation of the vacancy.

(f) In no case shall the total amount of Employment Grants to be paid by City to Company pursuant to this Agreement exceed the Maximum Employment Grant., as that term is defined herein.

(g) With regard to the Maximum Employment Grant Amount calculation, the following shall apply:

(i) Real Property Tax and/or Tangible Personal Property Tax Protest In the event Company or another party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of (1) the Real Property or portion thereof (the “Real Property Protest Property”) and/or the Tangible Personal Property or a portion thereof (the “Tangible Personal Property Protest Property”) with the Dallas Central Appraisal District or its successor (jointly and severally, “Tax Protest”), the obligation of City to provide the Annual Grant for such Grant Year shall be delayed until a final determination has been made of such protest or contest. In the event the Tax Protest results in a final determination that changes the amount of ad valorem taxes assessed and due for the Real Property (or portion thereof) or the Business Personal Property (or any portion thereof) after any Employment Grant has been paid for an affected Grant Year, the Employment Grant for such Grant Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Employment Grant or within thirty (30) business days after such determination in the event no further Employment Grant is due under the Agreement.

(ii) Refunds and Underpayments of Annual Grants. In the event City reasonably determines that the amount of any Employment Grant paid by City to Company was greater than the correct amount to which Company was entitled, Company shall, within sixty (60) calendar days after receipt of written notification thereof from City specifying the amount by which such Employment Grant exceeded the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to City. If City or Company reasonably determines that the amount by which such Employment Grant was less than the correct amount to which such Company was entitled (together with such records, reports, and other information necessary to support such determination), City shall, within sixty (60) calendar days after such determination, pay the adjustment to Company.

Article IV

Conditions to Economic Development Employment Grants

The obligation of City to pay the Employment Grants hereunder shall be conditioned upon Company’s compliance with and satisfaction of each of the terms and conditions of this Agreement including but not limited to the terms and conditions set forth in this Article:

4.1 Continuous Ownership and Occupancy. During the term of this Agreement, beginning on the Commencement Date and continuing thereafter until the Expiration Date, Company shall continuously own and occupy the Facility.

4.2 Required Use. During the term of this Agreement, beginning on the Commencement Date and continuing thereafter until the Expiration Date, the Facility shall not be used for any purpose other than the Required Use, and the use and occupancy of the Facility in conformance with the Required Use shall not cease for more than thirty (30) days except in

connection with and to the extent of an event of Force Majeure, or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling, providing City is provided with prior written notice of such temporary closure(s).

4.3 Employment Positions. During the term of this Agreement, beginning on the Commencement Date and continuing thereafter until the Expiration Date, Company shall retain the Base Employment Positions at the Facility.

4.4 Payment Request. Company shall, as a condition precedent to the payment of each applicable Employment Grant, timely provide City with the applicable Payment Request.

4.5 Good Standing. Company shall not have an uncured breach or default of this Agreement or any Related Agreement.

Article V

Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) By written agreement of the Parties;
- (b) Upon the Expiration Date;
- (c) On the date set forth in a written notice by City to Company, in the event the Company breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) On the date set forth in a written notice by City to Company, if Company suffers an event of Bankruptcy or Insolvency;
- (e) On the date set forth in a written notice by City to Company, if any Impositions owed to City or the State of Texas by Company shall become delinquent and such delinquency is not cured by Company within ten (10 business days of the date of receipt of written notice thereof (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) On the date set forth in a written notice by any Party, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable;

5.2 Repayment. If this Agreement is terminated by City pursuant to Section 5.1 (c), (d), (e) or (f), Company shall immediately refund to City an amount equal to the total amount of all the Employment Grants paid by City to Company preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the Effective Date. The repayment obligation of

Company set forth in this Section 5.2 hereof shall survive termination.

5.3 Right of Offset. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether the debt due DDC or City has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company in satisfying the conditions of this Agreement has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with Company's actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Rowlett, Texas
Attn: City Manager
4000 Main Street
Rowlett, Texas 75088

With a copy to:

Victoria Thomas
Nichols | Jackson LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Company, to:

SAF-Holland, Inc.

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Subject to and without waiving any available immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute the same instrument.

6.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.14 Successors and Assigns. This Agreement may not be assigned without the prior written consent of City and DDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grants and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) business days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.16 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon the following: (i) City Council for the City approving this Agreement; and (ii) the authority of DDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice thereof.

6.17 Prohibition of Boycott of Israel. Company verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code section 808.001, as amended.

6.17 Prohibition of Boycott of Energy Companies. Company verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

6.18 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Company is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2025.

CITY OF ROWLETT, TEXAS

By: _____
David A. Hall, J.D., City Manager

EXECUTED on this _____ day of _____, 2025.

SAF HOLLAND, INC.

By: _____
Name/Position: _____

APPROVED AS TO FORM:

By: _____
Victoria Thomas, City Attorney
4937-1619-0833, v. 1

CITY OF ROWLETT

ECONOMIC DEVELOPMENT INCENTIVES POLICY

(Revised January 2025)

GENERAL PURPOSE AND OBJECTIVES

The City of Rowlett is dedicated to fostering job creation, encouraging high-quality development throughout the city, and continually enhancing the quality of life for its residents. This policy establishes that any consideration of incentives will adhere to the procedures and criteria outlined in this document. Incentives will be evaluated on a case-by-case basis, allowing for the creation of tailored packages that address the unique needs and goals of each project while ensuring maximum flexibility.

Key considerations include the extent to which the proposed project advances the community's goals and objectives, as well as its overall impact on the city. The Rowlett City Council retains full discretion and is under no obligation to provide incentives to any applicant. Each application will be reviewed individually based on its merits.

All incentives granted by the City are subject to recapture provisions.

I. CRITERIA

All incentive requests will be evaluated through review of the following criteria. Applicants must submit a written application as provided by the Economic Development Department. An accompanying project narrative is highly recommended.

1) Fiscal Impact

- What is the projected increase in real property value added to the tax roll?
- What is the projected increase in personal property value added to the tax roll?
- How much direct sales and use tax revenue will the project generate?
- What infrastructure construction will be required?
- What is the total projected annual operating budget for the facility?

2) Community Impact

- How will the project affect the local housing market?
- What environmental impacts, if any, will the project create?

- How compatible is the project with the City's comprehensive plan?
 - What impact will the project have on other taxing entities?
- 3) Employment Impact
- How many jobs will the project bring to Rowlett?
 - What types of jobs will be created?
 - What is the average wage of the jobs created?
 - What will be the total annual payroll associated with these jobs?

II. AVAILABLE INCENTIVES

The City of Rowlett may consider providing one or a combination of any of the following economic development incentives:

- a) **TAX ABATEMENT** - The City will consider providing tax abatements for real and/or personal property. A minimum capital investment of \$1 million is required to be considered eligible for evaluation. Applications must be submitted prior to construction. A Cost/Benefit Analysis will be performed to determine the feasibility of the project and abatements will be determined on a case-by-case basis. The maximum tax abatement terms will not exceed 10 years in length.
- b) **FEE WAIVERS** - Reduction or elimination of any city fees associated with the development of the project.
- c) **GREASE TRAP REBATE** - The City may consider a rebate equal to fifty percent (50%) of the cost to purchase a new or upgrade an existing grease trap not to exceed \$7,500 per project. Applications must be accompanied by receipts for work and submitted within six (6) months of project completion.
- d) **FAST TRACK CITY SERVICES** - A fast-track service involving all inspections, permitting and planning activities may be provided. The City's development coordinator would be assigned to assist with the progress of the project.
- e) **LOANS AND GRANTS** - The City may consider providing loans and grants of City funds, may underwrite or guaranty loans and financial obligations, and may acquire, purchase, convey or assign loans and grants and any rights or obligations arising thereunder, as permitted by Section 380.001 of the Texas Local Government Code.

III. GRANT PROGRAMS

- a) **JOB CREATION PROGRAM** - The Job Creation Incentive Program encourages economic growth by supporting companies that create or relocate full-time jobs

within the City of Rowlett. This program is designed to attract businesses offering competitive wages and providing lasting benefits to the community.

- i. **Eligibility Criteria**
 - a. **Job Minimum:** Companies must create or relocate at least 25 full-time jobs.
 - b. **Wage Requirement:** Each job must pay at least 100% of the average annual wage for Dallas County, as determined by the U.S. Bureau of Labor Statistics.
- ii. **Duration:** Companies must maintain the required number of jobs for a minimum of two years to receive the full incentive amount.
- iii. **Incentive Details**
 - a. Jobs paying 100-124% of the average annual wage qualify for \$3,000 per job, paid as \$1,500 annually over two years.
 - b. Jobs paying 125% or more of the average annual wage qualify for \$5,000 per job, paid as \$2,500 annually over two years
 - c. The total grant amount cannot exceed 50% of the net new ad valorem and business personal property taxes paid to the City as a result of the project.
- iv. **Application Process** - Applicants must provide details on job creation, wage levels, and tax benefits to the City. Applications will be evaluated based on alignment with program goals and the economic impact of the project. Approved applicants will enter into an agreement outlining terms, conditions, and reporting requirements.
- v. **Reporting Requirements** - Recipients must submit annual reports verifying the number of jobs maintained, wage levels, and compliance with the program terms.

b) SPECIALTY RETAIL, ENTERTAINMENT, & RESTAURANT PROGRAM - This program supports the growth of “destination” retailers and restaurants that attract visitors from outside the area and enhance Rowlett's shopping, dining, and entertainment experiences.

- i. **Eligibility Criteria**
 - a. **Qualifying Businesses:** Local, regional, and national retailers and restaurants that fit well into the existing retail/restaurant economy and offer unique experiences.
 - b. **Expansion/Relocation:** Existing businesses must add at least 50% more square footage than their current space to qualify.



- c. **Lease/Ownership:** Businesses must own the property or sign a minimum 5-year lease. Depending on the incentive amount, the City may require longer lease terms.
 - d. **ROI Requirement:** Projects must demonstrate a return on investment (ROI) for the City as determined by internal evaluation.
 - ii. **Incentive Details** - Incentives are limited to 10% of the total capital investment, up to a maximum of \$50,000.
 - iii. **Application Process** - Applicants must submit plans detailing the business concept, capital investment, and projected ROI. The Economic Development Advisory Board will review submissions and make recommendations to the City Council, who will make the final determination. Terms, conditions, and reporting requirements will be specified in the final agreement on a case-by-case basis.
 - iv. **Reporting Requirements** - Recipients must provide annual updates on business performance, investment impact, and lease compliance.
- c) **DOWNTOWN CORE FAÇADE PROGRAM** - The Downtown Core Façade Grant Program promotes economic growth and visual enhancement of Rowlett's downtown by providing financial assistance for exterior property improvements.
- i. **Eligibility Criteria**
 - a. **Location:** Properties must be within the Downtown Core boundary.
 - b. **Ownership:** Applicants must own the property or have written consent from the property owner.
 - c. **Property Use:** Eligible properties include commercial, mixed-use, and non-residential buildings.
 - d. **Project Scope:** Projects must involve exterior façade improvements, such as signage, painting, masonry repair, awnings, lighting, and window/door replacements.
 - e. **Compliance:** All projects must meet local zoning and building codes.
 - f. **Timing:** Projects must be completed within 12 months of grant approval.
 - ii. **Incentive Details** - The program offers matching grants covering up to 50% of project costs, with a maximum grant of \$5,000 per property. Funds are disbursed upon project completion and submission of invoices and compliance documentation.
 - iii. **Application Process** - Applicants must complete a Façade Grant Application with detailed plans, cost estimates, and permits. The Economic Development Advisory Board will review submissions for alignment with program goals. The



City Council will make the final decision, and approved applicants will sign a grant agreement.

iv. **Evaluation Criteria**

- a. Visual Impact: Degree of improvement to the property's façade and streetscape.
- b. Economic Benefit: Potential to increase business activity and property value.
- c. Feasibility: Ability to complete the project within the budget and timeline.
- d. Alignment with Goals: Consistency with downtown revitalization objectives.
- e. Reporting Requirements
- f. Recipients must submit a final report detailing the completed project, including expenditures and before-and-after photographs