



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.

Monday, December 15, 2025

6:00 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.

1. Call to Order

2. 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.

3. Executive Session

4. Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters

5. Work Session

5.A. Receive presentation regarding Community Development and Parks and Recreation Departments Master Fee Schedule Update.

5.B. Receive an update regarding the Government Community Achievement Award (GCAA) Grant Project.

5.C. Receive an update regarding Screening Wall Assessment.

5.D. Receive a presentation regarding an overview of the City's wastewater system.

6. Discuss Consent Agenda Items for December 16, 2025, City Council Meeting

7. 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 December 9, 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

Meeting Date: 12/15/2025

Agenda Item: 5.A.

Title

Receive presentation regarding Community Development and Parks and Recreation Departments Master Fee Schedule Update.

Staff Representative

Kristoff Bauer, Deputy City Mgr
 Derek Hull, Director of Community Development
 Ryan Mullins, Director of Parks & Rec

Executive Summary

Staff will present opportunities for new fees and revisions to existing fees in the areas of Community Development and Parks and Recreation that were not presented during the budget process. Council questions and feedback will be used to develop and bring forward a proposed revision to the City fee schedule ordinance.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Govern Transparently & Inclusivity	1.5 Maintain equitable and competitive tax rates, fees, and service charges.

Background Information

On August 11, 2025, the City Manager presented the Proposed Budget for FY2026. Within the Proposed Budget presentation, as well as during the Council Budget Strategy Session, Council members were briefed on proposed changes to the Master Fee Schedule related to specific services. The Schedule is reviewed and updated each year as part of the City’s annual budget process to fund the cost of services, and as otherwise needed throughout the year to accommodate changes in operations, ordinances, or state law. The last Master Fee Schedule was updated on September 2, 2025. Community Development and Parks and Recreation Departments had not completed the assessment of current and new fees at that time. Several cities within proximity to Rowlett were examined to compare standard fees: Wylie, Sachse, Rockwall, Garland, Mesquite, Plano and Richardson. Specific analysis regarding assessment of fees is detailed in the Discussion section of this staff report. During the preparation of the FY-27 Budget, Community Development and Parks and Recreation Departments will conduct a comprehensive review of every application, permit, and

service offered and provide recommendations on any changes to fees.

Discussion

The staff report outlines proposed changes to fees for the Community Development and Parks and Recreation Departments. Proposed changes to existing fees within the Master Fee Schedule are due to policy changes in State law, to remain competitive with neighboring municipalities, and to include new fees for permits, services and applications not included in the current Master Fee Schedule.

(To provide information in a consistent tabular format unsupported by the CivicClerk platform - this information is included in an attachment)

Amending the Master Fee Schedule for the various Community Development Department and Parks and Recreation applications, fees and services will align fees with our neighboring municipalities and ensure the City is capturing fees to pay for services rendered.

Financial/Budget Implications

Projected revenue estimates for each department will be provided when the item is scheduled for action by City Council. Where possible, estimates are provided by staff.

Recommended Action

No action required. Staff is providing an update to City Council.

Attachments

1. Attachment 1 - CD and PR Fee Tables showing comparisons and justifications
2. Attachment 2 - Fee Schedule Red-Line

Attachment 1

Building and Permits Division

The Building and Permits Division is chiefly responsible for enforcing all building activities, including inspections, plan review, and issuing other development permits associated with construction. The City uses the International Building Code (ICC) for building enforcement activities. Based on a review of the current Building and Permit Division fees, the following assessment outlines new and existing fee increases for the Division.

Master Fee Schedule

Fee Name	Current Rowlett Fee	Recommended Fee	Richardson	Mesquite	Garland	Plano	Estimated Additional Revenue based on Volume of Service
Commercial Backflow Prevention Device- Install/Replacement Per mit and Inspection Fee	\$0	\$125/devic e	\$150	\$80	\$125/d evice	\$260	25 X \$125=\$3,125
Commercial Sewer (Private) Permit and Inspection Fee	\$0	\$80	\$75	\$80	No Data Found	No Data Found	10X\$80=\$800

Fee Name	Current Rowlett Fee	Recommended Fee	Richardson	Mesquite	Garland	Plano	Estimated Additional Revenue based on Volume of Service
Commercial Standalone Trade Plan Review Fee (Mechanical, Plumbing, Electrical)	\$0	\$100/trade	\$225	\$480	\$480	\$125/trade	30X\$100=\$3,000
Commercial Domestic Water Line Permit and Inspection Fee	\$0	\$80 for each inspection beyond first	\$75	\$80	\$100	No Data Found	10X\$80=\$800
Commercial Miscellaneous Repair Permit and Inspection Fee	\$0	Valuation	Valuation	Valuation	Valuation	Valuation	Will vary based on valuation
Residential Irrigation/Landscape Plan Review Fee	\$0	\$75	No Data Found	No Data Found	No Data Found	No Data Found	50X\$75=\$3,750

Fee Name	Current Rowlett Fee	Recommended Fee	Richardson	Mesquite	Garland	Plano	Estimated Additional Revenue based on Volume of Service
Commercial Irrigation/Landscape Plan Review Fee	\$0	Valuation	Valuation	Valuation	Valuation	Valuation	Will vary based on valuation
Permit Extension-Commercial Permit and Inspection Fee	\$0	Half the Original Permit/Plan Fees	Full Permit Fee	Full Permit Fee	Full Permit Fee	Full Permit Fee	Will vary and cost of permit type
Permit Extension-Residential Permit and Inspection Fee	\$0	Half the Original Permit/Plan Fees	Full Permit Fee	Full Permit Fee	Full Permit Fee	Full Permit Fee	Will vary and cost of permit type
Reinspection Fee (less than 5,000 square feet/for each failed inspection) Permit and Inspection Fee	\$50	\$60	\$50	\$60	\$150	\$50-\$125 (Tiered)	200X\$10=\$2,000

Fee Name	Current Rowlett Fee	Recommended Fee	Richardson	Mesquite	Garland	Plano	Estimated Additional Revenue based on Volume of Service
Residential Backflow Prevention Device-Install/Replacement Permit and Inspection Fee	\$0	\$100/per device	\$100/per device	\$60	\$100/per device	\$175	10X\$100=\$1,000
Residential Irrigation (Lawn Sprinklers) Permit and Inspection Fee	\$50	\$100	\$150	\$125	\$100	\$175	50X\$50=\$2,500
Temporary Certificate of Occupancy and Extensions Permit and Inspection Fee	\$0	\$100	\$100	\$125	\$110	\$100 for each app. Add'l. \$100 of each incomplete trade	25X\$100=\$2,500
Fee Name	Current Rowlett Fee	Recommended Fee	Richardson	Mesquite	Garland	Plano	Estimated Additional Revenue based on Volume of Service

Work Without Permit Permit and Inspection Fee	\$ 0	Double Permit Fee	Double Permit Fee	Doubl e Permi t Fee	Dou ble Perm it Fee	Double Permit Fee	Will Vary and Cost of Permit Type
--	------	-------------------	-------------------	---------------------------	---------------------------	-------------------	-----------------------------------

Valuation is defined as the method of calculating an asset's current marketable cost.

Neighborhood Services Division (Environmental Health Division)

The Neighborhood Services Division is responsible for all Code Enforcement activities and Environmental Health inspections for food establishments, swimming pools, and mobile food trucks. The Environmental Health Section has provided recommendations to update the Master Fee Schedule to comply with Senate Bill 1008. The City may no longer issue permits for food establishments that are not permitted by the Texas Department of State Health Services (DSHS).

Daycare establishments and non-profit schools can no longer be permitted. However, the City can charge an inspection fee if an inspection is requested and adopted on the Master Fee Schedule. The City's annual permit fees may not exceed the biannual fees charged by DSHS. The City may not assess both an alcohol license fee and a health permit fee for the same establishment.

Master Fee Schedule

Code/RES	Description	Amount	Proposed New Description	Proposed Fee	Justification
RES-144-07; RES-149-19	Food service permit – Regular and Mobile	\$300.00	Gross/Food Sales -\$0-\$49,999.99	\$258.00	Legislation 2025 - align with DSHS fee description
RES-144-07; RES-149-19	Food service permit – Full Service	\$350.00	Gross/Food Sales - \$50,000-\$149,999.99	\$515.00	Legislation 2025 - align with DSHS fee description
RES-078-14; RES-149-19	Food service permit – Regular, more than 5,000 square feet	\$450.00	Gross/Food Sales - \$150,000 or more	\$773.00	Legislation 2025 - align with DSHS fee description
RES-144-07; RES-078-14	Food service permit – Late Fee, per each fraction of 30 days	\$25.00	Remove		Duplicated late fee
RES-144-07	Food service permit – Basic	\$200.00	Remove		Legislation 2025 - align with DSHS

RES-149-19	Farmers Market Permit (annual)	\$25.00		\$100.00	Legislation 2025 - align with DSHS
RES-149-19	Fee when more than 3 inspections required in a single year	\$75.00	Remove		Risk based categories might receive 3-4 inspections/yr
RES-144-07	Massage establishment annual license fee (per establishment)	\$50.00	Remove		Can no longer require per Legislation 2023
			*New*School and Non-Profit Requiring Inspection	\$150.00	Schools and some daycares need two yearly food inspections; per 2025 law, we may charge a DSHS inspection fee but not a permit fee.
			*New*School (private contractor for profit)	\$258.00	Legislation 2025 - align with DSHS
			*New*Temporary food permit (DSHS multiple event)	\$100.00	Legislation 2025 - align with DSHS

Projected Revenue for Neighborhood Services Fees (Gross Food Sales Model)

Annual Gross/Food Sales	Number of Food Establishments	Price Per Permit	Projected FY 26 Revenue
\$0-\$49,999.99	0	\$258	\$0
\$50,000-\$149,999.99	2	\$515	\$1,030
\$150,000	195	\$773	\$150,735
Farmers Market	0	\$100	\$0
School and Non-Profit Requiring Inspection	13 (Required 2 Inspections Per Year)	\$150 (Per Inspection)	\$3,900
School Using Private Contractor For Profit	0	\$258	\$0
Temporary Food Permit	17 (FY 25)	\$100	\$1,700

Planning Division

The Planning Division is responsible for all land use, zoning and development review activities for new and existing development. Based on neighboring municipalities, Wylie, Rockwall, Sachse, Garland and Richardson respectively, staff is recommending adding new fees for Comprehensive Plan Amendments, Pre-Application Meeting (after 1st submittal), and Public Hearing Notices, separate from individual application costs. New State Law requires public hearing notices be published in the local newspaper and mailed to property owners within 200'. In addition, the Rowlett Development Code requires staff to send courtesy notices to property owners within 500'. New proposed fees for Public Hearing notices (separate from the application fee) will pay for associated costs for the newspaper notice and postal mailing of notices. The typical cost for The Dallas Morning News notice is approximately \$350.00 per notice and \$75.00 — \$100.00 for postal mailing. Finally, a plat recordation fee will be an added fee to complete the recordation process. Fees are assessed based on County fee plus 10% admin. Fee.

Master Fee Schedule

Fee Name	Current Rowlett Fee	Recommended Fee	Wylie	Sachse	Rockwall	Garland	Richardson
Public Hearing Notices (Newspaper and mailing)	\$0	\$450.00					
Public Hearing Notices (Mailing only)		\$150.00					
Pre-Application Meetings	\$0	\$200.00 Second review and beyond (first free)					
Plat Recordation	\$0	County Fee plus 10% admin. fee					
P&Z Variance Subdivision Ord.	\$0	\$250.00 plus notice requirement fee if applicable					\$250.00 Res/\$325/N Res

Projected Revenue for Planning Fees

Fee Name	Current Rowlett Fee	Recommended Fee	Projected Number of Cases (FY 26)	Projected Revenue
Public Hearing Notices (Newspaper and mailing)	\$0	\$450.00	39	\$17,550
Public Hearing Notices (Mailing only)	\$0	\$150.00	10	\$1,500
Pre-Application Meetings	\$0	\$200.00 Second review and beyond (first free)	20	\$4,000
Plat Recordation	\$0	County Fee plus 10% admin. fee	30	Varies
P&Z Variance Subdivision Ord.	\$0	\$250.00	2	\$500

Parks and Recreation Department

Fee	Current	Proposed	Est. Impact	Comparable
WetZone Admission (Resident over 48")	\$10.00	\$12.00	\$15,000	Water Works – Denton \$16 Bahama Beach – Dallas \$15 Cove – Little Elm \$20 Apex – McKinney \$15 Frisco Ath. Ctr. \$13
WetZone Admission (Non-Resident over 48")	\$12.00	\$15.00	\$19,000	Water Works – Denton \$18 Bahama Beach – Dallas \$18 Cove – Little Elm \$22 Apex – McKinney \$20 Frisco Ath. Ctr. \$13
WetZone Admission (Resident Child under 48")	\$9.00	\$11.00	\$7,000	Water Works – Denton \$12 Bahama Beach – Dallas \$11 Cove – Little Elm \$15 Apex – McKinney \$10 Frisco Ath. Ctr. \$11
WetZone Admission (Non-Resident Child under 48")	\$11.00	\$14.00	\$11,000	Water Works – Denton \$14 Bahama Beach – Dallas \$13 Cove – Little Elm \$18 Apex – McKinney \$15 Frisco Ath. Ctr. \$11
WetZone Admission (Resident Senior ≥60)	\$8.00	\$10.00	\$980	Water Works – Denton \$12 Bahama Beach – Dallas \$15 Cove – Little Elm \$15 Apex – McKinney \$10 Frisco Ath. Ctr. \$13
WetZone Admission (Non-Resident Senior ≥60)	\$8.00	\$13.00	\$600	Water Works – Denton \$18 Bahama Beach – Dallas \$18 Cove – Little Elm \$15

				Apex – McKinney Frisco Ath. Ctr.	\$15 \$13
Wetzone Season Pass (Resident over 48”)	\$50.00	\$60.00	\$3,000	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	\$80 \$60 N/A N/A \$65
Wetzone Season Pass (Non-Resident over 48”)	\$60.00	\$80.00	\$2,000	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	\$100 \$70 N/A N/A \$80
Wetzone Season Pass (Resident under 48”)	\$40.00	\$50.00	\$2,000	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	\$80 \$60 N/A N/A \$65
Wetzone Season Pass (Non-Resident under 48”)	\$40.00	\$60.00	\$1,100	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	\$100 \$70 N/A N/A \$80
WetZone Family Season Pass (Resident – Per Person)	\$40.00	\$50.00	\$1,400	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	N/A N/A N/A N/A \$50
WetZone Family Season Pass (Non-Resident – Per Person)	\$40.00	\$60.00	\$1,000	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney	N/A N/A N/A N/A

				Frisco Ath. Ctr.	\$50
Total Estimated Additional Annual Rev.			\$64,080.00		

Attachment 2

Community Development Proposed Fee Updates

Building and Permits Divisions

Valuation is determined by the latest version of the Building Valuation Data table published by the International Code Council multiplied by 70% - or the valuation declared on the permit application, whichever is higher. Shell buildings and finish-out permits will be given a further multiplier of 75%.

RES-149-19; RES-102-22	Commercial Permit and Inspection Fee	
Description		Amount
\$1.00 to \$10,000.00		\$85.00
\$10,000.01 to \$25,000.00	\$85.00 for the first \$10,000.00 plus \$9.25 for each additional \$1,000.00	
\$25,000.01 to \$50,000.00	\$223.75 for the first \$25,000.00 plus \$7.00 for each additional \$1,000.00	
\$50,000.01 to \$100,000.00	\$398.75 for the first \$50,000.00 plus \$4.75 for each additional \$1,000.00	
\$100,000.01 to \$500,000.00	\$636.25 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00	
\$500,000.01 to \$1,000,000.00	\$2,036.25 for the first \$500,000.00 plus \$3.30 for each additional \$1,000.00	
\$1,000,000.01 and up	\$3,686.25 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00	

Type of Fee	Type of Services	Org. Fee	Proposed Fee
-------------	------------------	----------	--------------

New

Commercial Standalone Trade **Plan Review Fee** (Mechanical, Plumbing, Electrical)

\$0

\$100/trade

New

Commercial Domestic Water Line **Permit and Inspection Fee**

\$0

\$80 for each inspection beyond first

New

Commercial Miscellaneous Repair **Permit and Inspection Fee**

\$0

Valuation

Commercial Irrigation/Landscape **Plan Review Fee**

\$0

Valuation

Permit Extension-Commercial **Permit and Inspection Fee**

\$0

Half the Original Permit/Plan Fees

Type of Fee	Type of Services	Org. Fee	Proposed Fee
New	Work Without Permit Permit and Inspection Fee	\$0	Double Permit Fee

RES-144-07; RES-149-19	Certificate of Occupancy	\$180.00
RES-144-07; RES-149-19	Certificate of Occupancy (if CO issued within last 6 months or space less than 250 square feet)	\$90.00

New	Temporary Certificate of Occupancy and Extensions	\$0	\$100
-----	---	-----	-------

RES-149-19	Re-roofing Permit – Residential	\$60.00
RES-149-19	Irrigation (Lawn Sprinklers) – Commercial	\$125.00

New	Commercial Irrigation/Landscape Plan Review Fee	\$0	Valuation
-----	--	-----	-----------

Existing	RES-149-19	Irrigation (Lawn Sprinklers) – Residential	\$50.00 \$100.00
----------	------------	--	--------------------------------

New	Residential Irrigation/Landscape Plan Review Fee	\$0	\$75
-----	---	-----	------

Other Permit Fees		
	Description	Amount
RES-144-07; RES-149-19	Accessory Buildings less than 250 square feet (including storm shelters)	\$75.00
RES-144-07; RES-149-19	Accessory Buildings 250 square feet and larger (including storm shelters)	\$75.00 + 10 cents per square foot

Type of Fee	Type of Services	Org. Fee	Proposed Fee
-------------	------------------	----------	--------------

New

Permit Extension-Commercial Permit and Inspection Fee	\$0	Half the Original Permit/Plan Fees
Permit Extension-Residential Permit and Inspection Fee	\$0	Half the Original Permit/Plan Fees

Existing

Reinspection Fees:		
RES-149-19	Buildings less than 5,000 square fee	\$50.00

\$60.00

Residential Permit and Inspection Fees for Residential Remodels, Additions, Alterations and Repairs (includes Single-Family, Duplex and Town-House)

RES-149-19	Plan Review Fee	\$75.00
RES-149-19	Permit and Inspection Fee	\$75.00 + 50 cents per square foot

New

Residential Backflow Prevention Device- Install/Replacement Permit and Inspection Fee	\$0	\$100/per device
---	-----	------------------

Environmental Health Division

Code/RES	Description	Amount	Proposed New Description	Proposed Fee	Justification
RES-144-07; RES-149-19	Food service permit – Regular and Mobile	\$300.00	Gross/Food Sales -\$0-\$49,999.99	\$258.00	Legislation 2025 - align with DSHS fee description
RES-144-07; RES-149-19	Food service permit – Full Service	\$350.00	Gross/Food Sales - \$50,000-\$149,999.99	\$515.00	Legislation 2025 - align with DSHS fee description
RES-078-14; RES-149-19	Food service permit – Regular, more than 5,000 square feet	\$450.00	Gross/Food Sales - \$150,000 or more	\$773.00	Legislation 2025 - align with DSHS fee description

Code/RES	Description	Amount	Proposed New Description	Proposed Fee	Justification
RES-144-07; RES-078-14	Food service permit – Late Fee, per each fraction of 30 days	\$25.00	Remove		Duplicated late fee
RES-144-07	Food service permit – Basic	\$200.00	Remove		Legislation 2025 - align with DSHS
RES-149-19	Farmers Market Permit (annual)	\$25.00		\$100.00	Legislation 2025 - align with DSHS
RES-149-19	Fee when more than 3 inspections required in a single year	\$75.00	Remove		Risk based categories might receive 3-4 inspections/yr
RES-144-07	Massage establishment annual license fee (per establishment)	\$50.00	Remove		Can no longer require per Legislation 2023
NEW			*New*School and Non-Profit Requiring Inspection	\$150.00	Schools and some daycares need two yearly food inspections; per 2025 law, we may charge a DSHS inspection fee but not a permit fee.
NEW			*New*School (private contractor for profit)	\$258.00	Legislation 2025 - align with DSHS
NEW			*New*Temporary food permit (DSHS multiple event)	\$100.00	Legislation 2025 - align with DSHS

Planning Division

PLANNING

Applicable Code, Ordinance or Resolution	Description	Amount
--	-------------	--------

Public Hearing Notices/ Pre Application Meetings

Type of Fee	Type of Services	Org. Fee	Proposed Fee
--------------------	-------------------------	-----------------	---------------------

New

Public Hearing Notices (Newspaper and mailing)	\$0	\$450.00
Public Hearing Notices (Mailing only)		\$150.00

Type of Fee	Type of Services	Org. Fee	Proposed Fee
New	Pre-Application Meetings	\$0	\$200.00 Second review and beyond (first free)
New	Plat Recordation	\$0	County Fee plus 10% admin. fee
RES-149-19; RES-102-22	Board of Adjustment Fee – Commercial		\$500.00
RES-149-19; RES-102-22	Board of Adjustment Fee – Residential		\$250.00
New	P&Z Variance Subdivision Ord.	\$0	\$250.00 plus notice requirement fee if applicable

Parks and Recreation Department

Water Park Fees	Fee
Residents:	
Adults (over 48 inches tall)	\$10.00 \$12.00
Child (under 48 inches tall)	\$9.00 \$11.00
Senior (60 or older)	\$8.00 \$10.00
Resident (over 48 inches tall) Season Pass	\$50.00 \$60.00
Resident (under 48 inches tall) Season Pass	\$40.00 \$50.00
Family Season Pass – (Resident – per person)	\$40.00 \$50.00
Non-Residents:	
Adults (over 48 inches tall)	\$12.00 \$15.00
Child (under 48 inches tall)	\$11.00 \$14.00
Senior (60 or older)	\$8.00 \$13.00

Non-Resident (over 48 inches tall) Season Pass	\$50.00 \$80.00
Non-Resident (under 48 inches tall) Season Pass	\$40.00 \$60.00
Family Season Pass – (Non-Resident – per person)	\$40.00 \$60.00
Youth Pass (kids under 48")	\$40.00



City of Rowlett City Council Agenda Item

Meeting Date: 12/15/2025

Agenda Item: 5.B.

Title

Receive an update regarding the Government Community Achievement Award (GCAA) Grant Project.

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

The City was awarded a Government Community Achievement Award (GCAA) grant in 2022 in the amount of \$270,000. The purpose of the grant is to beautify the medians on Hwy 66 in Rowlett. The estimated cost of previous designs has exceeded the grant amount by a significant margin. A revised and more focused design will be presented.

Strategic Priority and Goal(s)

Background Information

Previous discussions regarding the grant and proposed design option indicated that the estimated cost of the project significantly exceeded the grant amount. There was also discussion of the bond issue to install streetlights along Lakeview Parkway and the consensus was to delay consideration of the GCAA grant project until the outcome of that bond issue and the proposed project were known. The community supported the \$3.14 million bond issue for street lighting on Lakeview Parkway in 2024 and Council revisited the GCAA grant during a discussion of that project during the February 17, 2025, Work Session. The consensus at that time was to focus grant resources on the two medians at either end of Lakeview Parkway. TXDot staff has provided a proposed design and cost estimate which will be presented.

Discussion

The GCAA program provides funding for enhancement projects along state highways.

The design and project completion are, however, the responsibility of TXDot staff and contractors. Throughout this process, the City has been reliant upon the design work and timeline of that staff. Staff notified the TXDot design team that the City would like to focus resources on the two medians at either end of Lakeview Parkway within Rowlett on Feb. 18, 2025. In October, TXDot provided the following schedule:

30% plans to the City in December 25'

60% plans to the City in February 26'

95% Plans to the City in April 26'

100% Plans to the City in June 26'

The 30% designs have been provided and are attached.

Financial/Budget Implications

The Grant amount is \$270,000. The current cost estimate is \$348,611. TXDot staff has committed, however, to securing funding from their resources to fill any funding gap.

Recommended Action

No Action Required

Attachments

1. New Conceptual



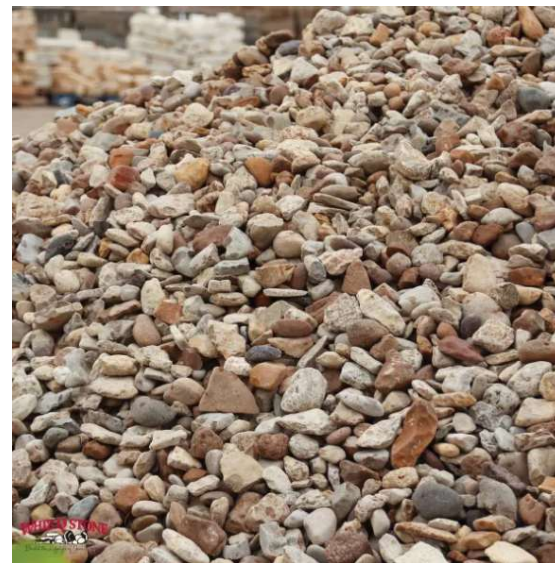
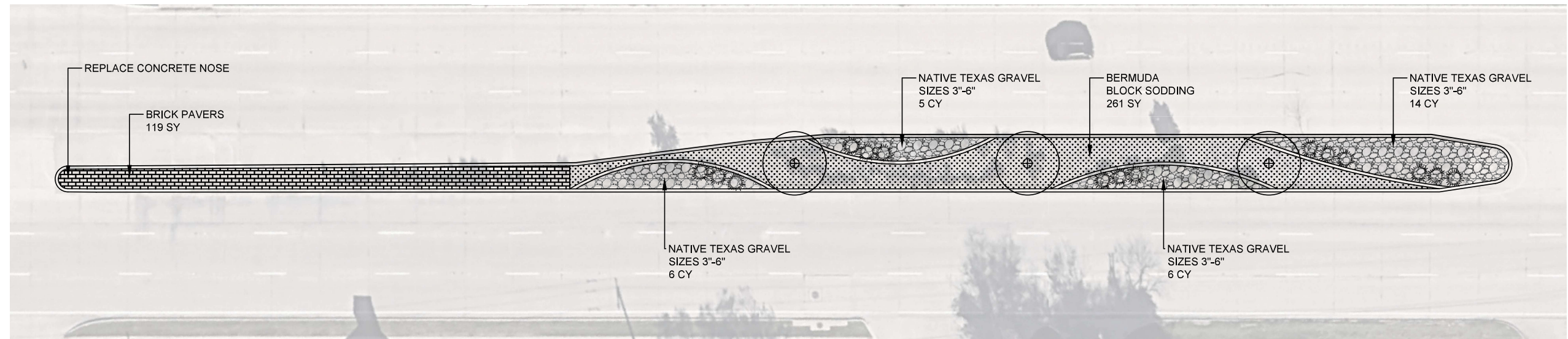
SH 66 CORRIDOR MEDIANS - REHAB AND RESTORATION FOCUS ON ENTRY MEDIANS

GOVERNMENT COMMUNITY ACHIEVEMENT AWARD 2022 WINNER
CITY OF ROWLETT
AWARD AMOUNT \$270,000.00





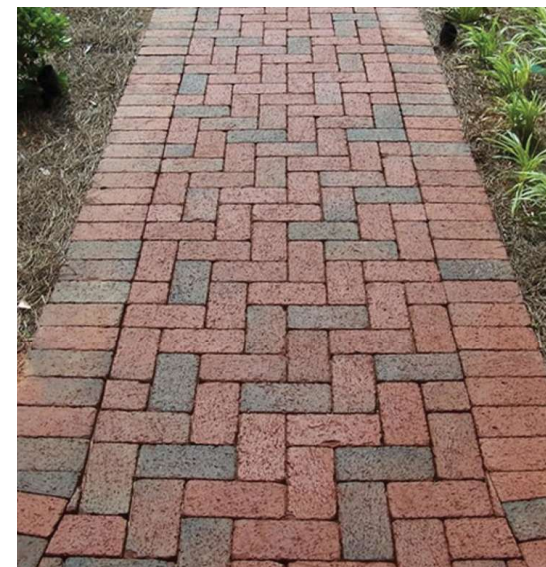
PROPOSED LOCATIONS OF IMPROVEMENTS



Native Texas Gravel - 3"-6"



Honeycomb Paver Pattern

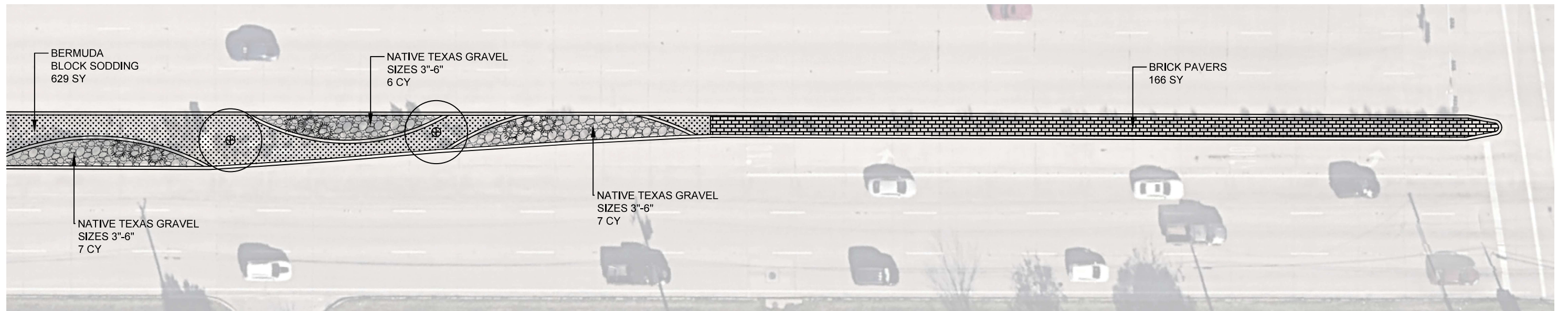
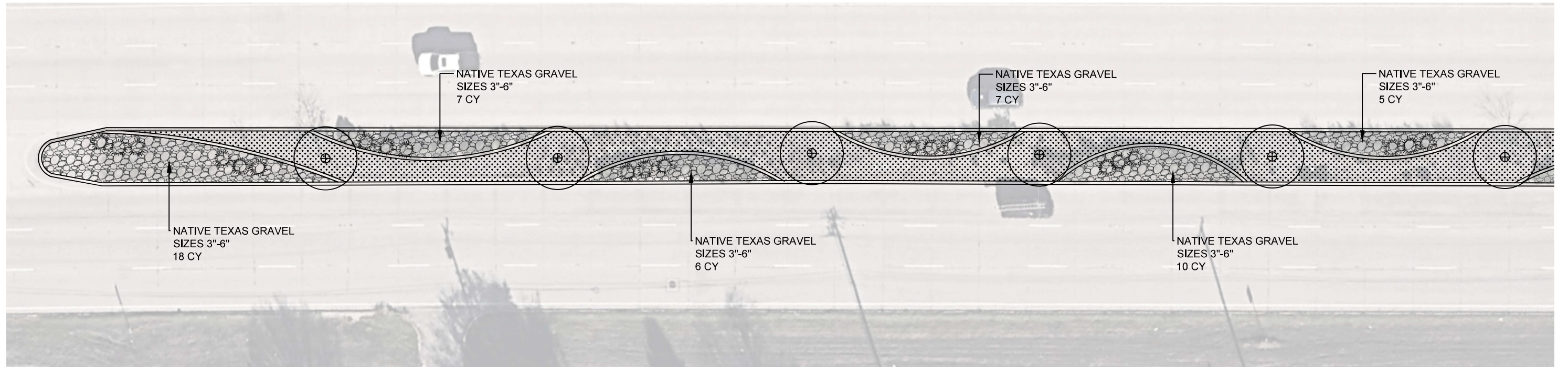


Herringbone Paver Pattern

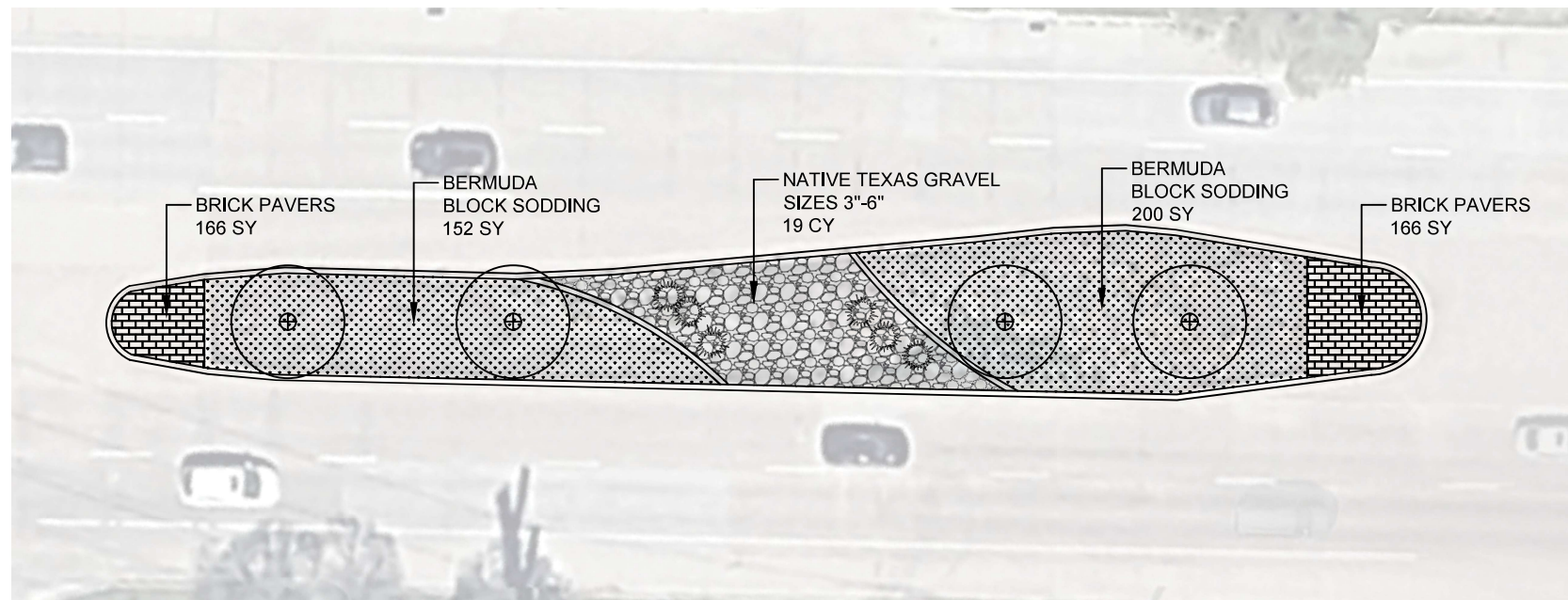
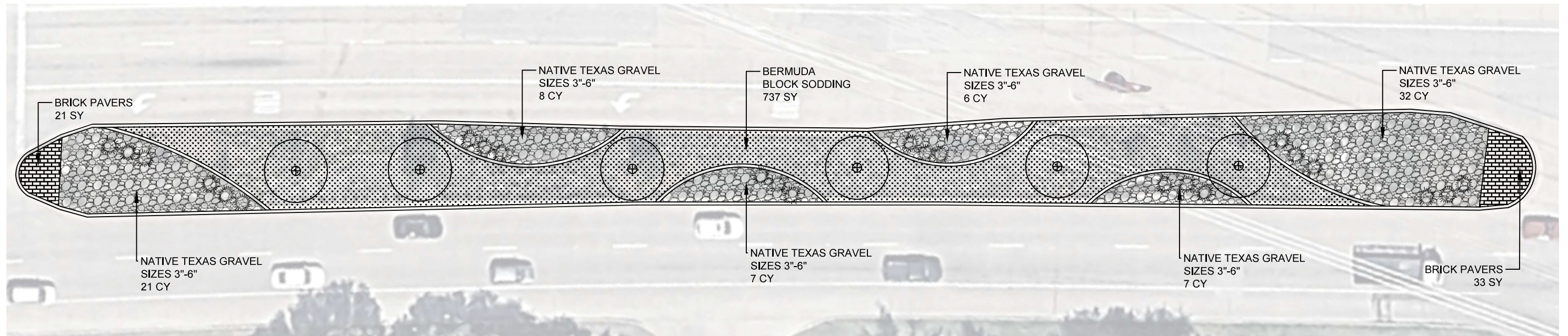


Bermuda Grass

CONCEPT - STUDY MEDIAN AT SH 66 AND ANTIOCH



CONCEPT - STUDY MEDIAN AT SH 66 AND DEXHAM



CONCEPT - STUDY MEDIAN AT SH 66 AND HERITAGE PKWY

City of Rowlett - OPPC

[illegible]

Meeting Date: 12/15/2025

Agenda Item: 5.C.

Title

Receive an update regarding Screening Wall Assessment.

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

Council has directed staff to perform additional research and assessment regarding the repair and maintenance of screening walls on major arterial streets in the City. An engineering firm, DCCM Infrastructure, has been contracted to complete the initial assessment. An update on that scope and timing will be provided.

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 issue of screening wall maintenance responsibility has evolved over time with inconsistent treatment and information provided. Some of that inconsistency has been due to diverse conditions on the ground. Further inconsistency has occurred due to evolving regulations and superficial staff analysis.

Staff worked with the City Attorney to complete a full analysis of the City's regulations and legal obligations in this area and presented the results of that analysis during the June 16, 2025, Work Session. That analysis concluded that the City's current regulations and conditions on the ground support the conclusion that adjacent property owners are responsible for maintaining screening walls and subdivision entrance features, not the City.

The Council accepted that position at that time, but reconsidered during a recent Regular Council Meeting.

Discussion

The attached agreement contracts for the initial assessment of screening wall condition

along major arterial streets (Dalrock, Rowlett, and Miller). That information, scheduled to be completed in February, will be available to assist Council in providing policy guidance for the next steps in the process.

Financial/Budget Implications

The contracted scope is estimated to cost \$35,635. This will be drawn from existing budget line items.

Recommended Action

No Action Required

Attachments

1. DCCM Infrastructure Inc. for Alley Screening Wall Assessment Project

STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Agreement for Professional Engineering Services ("**AGREEMENT**") is entered into by the City of Rowlett, Texas ("**CITY**") and DCCM Infrastructure, Inc., formerly known as Binkley & Barfield, Inc. ("**PROFESSIONAL**") for the Alley Screening Wall Assessment Project.

RECITALS

WHEREAS, the Professional is engaged in engineering services; and

WHEREAS, City wishes to utilize the services of the Professional in connection with the Alley Screening Wall Assessment Project; and

WHEREAS, the parties have agreed to the terms under which the Professional will provide said services; and

WHEREAS, the City desires to enter into an Agreement with Professional to provide such services under the terms and conditions provided herein.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. TERM OF CONTRACT

1.01 This Agreement shall become effective on the date executed by both parties and shall remain in effect thereafter until terminated as provided herein.

1.02 Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed prior to receipt of notice of termination and to the reasonable satisfaction of City in accordance with this Agreement.

II. SERVICES TO BE PERFORMED BY PROFESSIONAL

2.01 Professional shall perform such services as are set forth and described in Attachment A - Scope of Services and incorporated herein as if written word for word. All services provided by Professional hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Attachment A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

2.02 Professional shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Professional's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Professional agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the City understands and agrees that Professional is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

2.03 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best Professional judgment of the Professional.

2.04 All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of the City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports as and to the same extent provided for in the Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all material reports and exhibits prepared by Professional pursuant to this Agreement and in electronic format if so requested by City.

2.04 Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work schedule established by City (the "Work Schedule") and in accordance with Attachment B - Project Schedule incorporated herein.

III. COMPENSATION

3.01 City shall compensate Professional for services rendered at the rates set forth in **Attachment C Fee Schedule** incorporated herein for all purposes by this reference. **Compensation shall not exceed \$35,635, including reimbursable expenses.** Professional shall invoice City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

3.02 The Professional's ordinary business expenses and out-of-pocket costs incurred in the performance of this Agreement are the responsibility of the Professional. Reimbursement of reasonable and actual expenses for materials may be billed to the City, provided that Professional obtains City's prior written approval in advance of incurring such expenses.

3.03 City shall have the right to immediately suspend the services by Professional if City determines, in its sole discretion, that Professional has or will fail to perform, in accordance with this Agreement. In such event, payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

IV. COMPLIANCE WITH LAWS

4.01 The parties agree that they each will comply with all applicable federal, state or local laws and ordinances and that neither of them will discriminate against any employees or contractors of the other on the basis of race, color, religion, national origin, sex, age, disability, status as a disabled veteran or veteran of the Vietnam Era, or any other basis prohibited by law.

V. INDEMNIFICATION

5.01 **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS CURRENT, FUTURE, AND FORMER OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF**

INVESTIGATIONS) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS CURRENT, FORMER, AND FUTURE OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNEES (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.02 ADDITIONALLY, PROFESSIONAL SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FROM ANY LOSS OF ANY KIND BASED ON A CLAIM THAT THE WORK PERFORMED, OR PRODUCTS PROVIDED HEREUNDER, INCLUDING MATERIAL(S) OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE MANUFACTURE, SALE OR USE OF SUCH WORK, PRODUCTS OR MATERIALS. SUCH INDEMNIFICATION SHALL INCLUDE ALL DAMAGES AND COSTS INCURRED BY CITY AS THE RESULT OF THE CLAIM, INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. PROFESSIONAL FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY DEMAND FOR PAYMENT FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, DEVICE, ARTICLE, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT THAT MAY RESULT FROM THE WORK OR MATERIALS COVERED BY THIS AGREEMENT. PROVIDED, THE FOREGOING INDEMNITY SHALL NOT APPLY IF THE CLAIM RESULTS FROM DELIVERABLES THAT AS FURNISHED BY PROFESSIONAL TO CITY DO NOT INFRINGE UPON ANY U.S. LETTERS PATENT OR COPYRIGHT AND (1) CITY'S ALTERATION OF A DELIVERABLE, SUCH THAT SAID DELIVERABLE IN ITS ALTERED FORM INFRINGES UPON ANY PRESENTLY EXISTING U.S. LETTERS PATENT OR COPYRIGHT; OR (2) THE USE OF A DELIVERABLE IN COMBINATION WITH OTHER MATERIAL NOT PROVIDED BY PROFESSIONAL WHEN SUCH USE IN COMBINATION INFRINGES UPON AN EXISTING U.S. LETTER PATENT OR COPYRIGHT; OR (3) THE USE OF A DELIVERABLE IN A MANNER MATERIALLY INCONSISTENT WITH THE SPECIFICATIONS PROVIDED BY PROFESSIONAL.

VI. INSURANCE

6.01 Professional shall procure and maintain for the duration of the Agreement, insurance coverages outlined in Exhibit "A," attached hereto and incorporated herein by this reference for all purposes. Professional shall comply with all provisions set forth in Exhibit "A."

VII. NOTICES

7.01 Any and all notices, requests, demands and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or sent by facsimile with confirmation, and upon receipt via reputable overnight courier or U.S. Mail postage prepaid, with return receipt requested, as follows:

If to PROFESSIONAL:

DCCM Infrastructure, Inc.
(formerly known as Binkley & Barfield, Inc.)
Attn: Richard A. Arvizu, Corporate VP
1710 Seamist Dr.
Houston, Texas 75008

If to City:

City of Rowlett
Attn: David Hall, City Manager
4000 Main St.
Rowlett, Texas 75030-0099

The parties may update or modify the addressees above by providing written notice of such as provided herein.

VIII. RELATIONSHIP OF PARTIES

8.01 The parties agree that in satisfying the conditions of this Agreement, Professional is acting independently and that City assumes no responsibility or liabilities to any third party in connection with these actions. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. City shall not train Professional, require Professional to devote its full time services to City nor dictate Professional's sequence of work or location of work, except as expressly provided in this Agreement. Accordingly, the relationship between Professional and City is that of independent contractor and neither party shall have any authority to represent or bind the other and that neither party shall hold itself out or have any authority as an agent, joint venture, or any other type of relationship besides independent contractor between City and Professional.

8.02 Professional and City shall each remain solely responsible for the payment of all wages and benefits for each of their own respective employees, and neither party shall be responsible for the withholding or payment of any payroll deductions or taxes, or the provision of workers' compensation or unemployment insurance coverage, for or on behalf of employees of the party or for any payment or expense in respect of claims arising under the other party's employee benefit plans.

8.03 City acknowledges and agrees that it must provide reasonable cooperation, including access to facilities, in order for Professional to be able to perform the Services hereunder in a timely and Professional manner.

IX. MISCELLANEOUS

9.01 **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and perform this Agreement in accordance with the terms hereof.

9.02 **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement. y the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or further waiver.

9.03 **Severability.** Each provision herein shall be separate and independent from any other, and a breach of any provision shall in no way or manner discharge or relieve the performance of any other provision, covenant or agreement.

9.04 **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

9.05 **Headings.** Caption and article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the extent of any provision hereof.

9.06 **Governing Law.** This Agreement shall be governed by the laws of the state of Texas and the parties agree that venue shall be proper in and, without waiving applicable immunities, otherwise agree to submit to the subject matter and personal jurisdiction of the state district courts of Dallas County, Texas. . Further, this Agreement shall not constitute a waiver of immunity except as is provided under the terms and conditions of Section 271.151 *et seq.* of the Texas Government Code.

9.07 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof. The Agreement may not be amended or supplemented except by a written document executed by the parties hereto.

9.08 **Availability of Funds.** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable.

IN WITNESS WHEREOF, the parties have hereunto set their hands with effect as of the date first above written.

CITY OF ROWLETT

By: 
David Hall
City Manager
Date: 11/25/25

**DCCM INFRASTRUCTURE, INC.,
FORMERLY KNOWN AS BINKLEY &
BARFIELD, INC.**

By: 
Richard Arvizu
Corporate Vice President
Date: 11/24/2025

EXHIBIT "A"
INSURANCE REQUIREMENTS



STANDARD INSURANCE REQUIREMENTS

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

1.0 GENERAL PROVISIONS

- 1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
 - 1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

2.0 MINIMUM INSURANCE COVERAGE & LIMITS

- 2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

Contracts between \$0 and \$1,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$1,000,000 each occurrence • \$2,000,000 general aggregate • \$2,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

Contracts between \$1,000,000 and \$8,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$2,000,000 each occurrence • \$4,000,000 general aggregate • \$4,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits	City to be named as additional insured

3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

- 2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than \$1,000,000 per occurrence on a special form basis.
- 2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).
- 2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.
- 2.4.4 Insurance specifications for Contracts in excess of \$8,000,000 will be determined by the City's Risk Manager.
- 2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).
- 2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.
- 2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

3.0 EVIDENCE OF INSURANCE

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**
- 3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

ATTACHMENT "A"
SCOPE OF SERVICES

November 11, 2025

Via: E-Mail

City of Rowlett
400 Main Street
Rowlett, TX 75088
Attention: Kristoff Bauer (Deputy City Manager)
972.412.6147
kbauer@rowlett.com

Re: **Scope of Services and Fee Proposal**
Alley Screening Wall Assessment Project

Dear City of Rowlett:

BinkleyBarfield | DCCM appreciates the opportunity to provide this proposal for professional engineering services to the City of Rowlett to inspect and analyze alley screening walls along Dalrock Road, Princeton Road, Miller Road, and Rowlett Road in the City of Rowlett.

We have successfully completed alley replacement projects and soccer field layouts for the City of Rowlett and look forward to continuing our relationship with the City. We are well versed in screening wall assessments and repair/design projects and have provided similar services for the cities of Mesquite, Plano, Richardson, and Sachse.

Attached please find the following:

- Scope of services, including compensation schedule
- Project location exhibit
- Billable rates sheet
- Sample screening wall data sheet (blank)
- Sample summary of screening wall reviews and recommendations sheet (blank)

If you have any questions or concerns, please call me at 972-644-2800.

Regards,

BinkleyBarfield | DCCM



Richard A. Arvizu, P.E., CFM
Corporate Vice President
rarvizu@dccm.com

ATTACHMENT "A"
SCOPE OF SERVICES

SERVICES

Inventory & Assessment

1. Obtain high resolution aerial imagery for the project limits and prepare base sheets of wall locations at 1"=40' scale or approved other.
2. Site visit for each existing screening wall segment.
3. Basic identification information will be obtained for each screening wall. This information shall include but shall not be limited to:
 - Screening Wall ID Number (established by Professional)
 - Screening Wall Location
 - Primary Adjacent Street or Alley Name
 - Secondary Adjacent Street or Alley Name
 - Beginning Cross Street & Block Number
 - Ending Cross Street & Block Number
 - Side of Street
 - Screening Wall Information
 - Type
 - Material
 - Color
 - Paint
 - Length
 - Typical Photo
 - Inspection Date
 - Inspector's Name
4. Descriptive screening wall information will also be obtained for each screening wall. This information shall include but shall not be limited to the following:
 - Panel Details
 - Type of Panel Material
 - Height of Panel (from front grade/from back grade)
 - Panel Foundation Type (if visible)
 - Panel Cap Type
 - Type of Panel Material 2 (If two material types are present)
 - Height of Panel Material 2
 - Major Column Details
 - Type of Column Material
 - Height of Column

- Width and Depth of Column
 - Major Column Spacing
 - Column Cap Type
 - Column Foundation Type (if visible)
 - Type of Column Material 2 (If two material types are present)
 - Height of Column Material 2
 - Minor Column Details
 - Type of Minor Column Material
 - Height of Minor Column
 - Width and Depth of Minor Column
 - Minor Column Spacing
 - Minor Column Cap Type
 - Minor Column Foundation Type (if visible)
 - Type of Minor Column Material 2 (If two material types are present)
 - Height of Minor Column Material 2
5. The structural condition of each screening wall will be noted at each screening wall in relation to the following items for columns and panels:
- Cracks
 - Joint Damage
 - Exposed Rebar
 - Leaning
 - Undermining
 - Spalling
 - Voids
 - Collision Damage
6. The aesthetic condition of each screening wall will be assessed at each location. This information shall include but shall not be limited to inspection of the following components:
- Discoloration along Screening Wall
 - Chipped or pitted areas along Screening Wall
 - Lime or rust staining along Screening Wall
 - Missing Pieces in Screening Wall
 - Mortar joint expansion
 - Unpainted sides on Screening Wall
 - Paint Peeling or Fading along Screening Wall
 - Overgrown Vegetation along Screening Wall
 - Cleaning needed for Screening Wall
 - Homeowner modifications
7. Screening wall foundations may not be visible if the screening wall is located next to a street, alley, landscaping or earthen fill. If the foundation is not visible, no foundation type will be identified for the wall.

8. For each screening wall, a typical example of any items noted in Item #5 & Item #6 will be photographed and their location will be documented. The severity of each area will also be assessed.
9. A rating system for the screening wall will be developed. Each screening wall to be evaluated will receive a ranking in relation to structural condition and in relation to aesthetic condition.
10. An inspection form or "Data Sheet" will be created for each screening wall. Wall identification, material types, measurements, photos, rankings and recommendations will be documented in this form for each screening wall.
11. Screening wall plan sheets will be updated to include Wall ID #, location, limits, material type, approximate repair locations, photo inserts of items needing corrective measures, and repair priority rankings.
12. A summary of screening wall reviews and recommendations table will be created for each screening wall with recommended repairs. The table will include Wall ID #, wall location descriptions, problem type, problem description, recommendation, priority designation (1, 2, or 3 with 1 being the most severe) and estimated order of magnitude construction costs.
13. City of Rowlett comments regarding the preliminary submittal will be incorporated into the remaining submittals.
14. New screening walls (or existing screening walls previously not identified) located within the City of Rowlett right-of-way will be inventoried and added analysis and recommendations. This group will be included in a separate final submittal. Screening walls in this group will not be inventoried unless approved by the City of Rowlett

Submittals

1. Inventory and Assessment of screening walls shall be in two (2) phases.
2. The first submittal shall be for Group "A". Group "A" shall consist of 5 Screening Walls. Reporting and formatting will be confirmed with this submittal.
3. The second submittal shall be for Group "B". Group "B" shall consist of all remaining screening walls identified in the scope.

Deliverables

1. Submittals for screening walls will be submitted in a PDF format for the following:
 - Screening wall inventory and assessment forms for each wall segment

- Summary of screening wall reviews and recommendations table
 - Screening wall plan sheets
2. An electronic copy of the PDF Files and a copy of the photos taken in the field will be submitted.

Reimbursable Expenses

1. Reproduction costs. City will provide a tax-exempt certificate for reproduction costs (if required).
2. Travel expenses (mileage associated with inspections)
3. Expenses will be reimbursed at cost plus an allowable ten percent administrative and handling fee.

ATTACHMENT "B"
PROJECT SCHEDULE

Milestone Dates:

Council Approves Consultant Agreement	by	December 4, 2025
Begin Inventory & Inspection	by	January 8, 2026
Group "A" Submittal	by	January 29, 2026
City Review & Comments	by	February 9, 2026
Group "B" Submittal	by	February 27, 2026

**ATTACHMENT C
FEE SCHEDULE**

Task	Sr. Project Manager	Sr. Project Engineer	EIT II	Sr. Inspector III
Review of Existing Plats, Plans & Site Conditions	2			
Screening Wall Inspection		4		100
Analysis		20		
Repair Recommendations	2	8		
Cost Estimates		4	4	
Clerical/Data				
Screening Wall Plan Sheets		2	40	
QA/QC	2	2		
Sub-Total Hours				
Rate	\$340.00	\$223.00	\$170.00	\$170.00
Sub-Total Labor Cost	\$2,040.00	\$8,920.00	\$7,450.00	\$17,000.00

TOTAL LABOR \$35,410.00

Reimbursable Expenses	\$0.70 per Mile
Mileage	\$125.00
Reproduction	\$100.00
Sub-Total Expenses	\$225.00

TOTAL EXPENSES \$225.00

Total Compensation shall be on a lump sum basis, not to exceed **\$35,635.00** including reimbursable expenses.

Contract labor rates shall be valid for twelve months from the date of the contract. Beyond twelve months any changes of the rates will be agreed to in writing by both the City and the consultant.

Meeting Date: 12/15/2025

Agenda Item: 5.D.

Title

Receive a presentation regarding an overview of the City's wastewater system.

Staff Representative

Munal Mauldadad, Managing Director
Quang Nguyen, Asst Dir PW/City Engineer
Bryan Manderscheid, Civil Engineer

Executive Summary

Staff will present an overview of our current wastewater system.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Invest in Transportation & Infrastructure	6.8 Provide a high-quality wastewater collection system.

Background Information

N/A

Discussion

The City of Rowlett has over 280 miles of sanitary sewer pipe and 25 lift stations. This presentation is an overview of the City's wastewater infrastructure.

Financial/Budget Implications

No financial impact on the City budget.

Recommended Action

No action required.

Attachments

None