



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, January 6, 2026

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. Executive Session**
- 3. Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters**
- 4. Presentations**
 - 4.A.** Presentation of Rowlett Veterans Recognition Program certificates to Master Sergeant Robert David Wonders and Airman Second Class Nancy Sue Wonders.
 - 4.B.** Present the Comprehensive Monthly Financial Report (CMFR) for the period ending September 30, 2025.
 - 4.C.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.
- 5. 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.

6. 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.

6.A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): December 15, 2025, City Council Work Session, December 16, 2025, City Council Meeting, and December 18, 2025, City Council Special Work Session.

6.B. Consider action approving a non-exclusive franchise agreement to Oncor Electric Delivery Company, LLC.

Consider action to approve an Ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, a non-exclusive franchise to use public Right-of-Way of the City of Rowlett, Texas, for the purposes of constructing and operating an electric distribution and transmission system.

6.C. Consider action approving an award of contract for Bid No. 2026-14-B to Garret Shields Infrastructure, LLC.

Consider action to approve a resolution authorizing the award of a contract for Bid No. 2026-14-B Right Turn Lanes - Miller Rd and President George Bush Turnpike (PGBT) to Garret Shields Infrastructure, LLC for a price not to exceed \$1,839,281.84 (\$1,672,074.40 and a 10% contingency of \$167,207.44).

7. Individual Consideration

7.A. Consider action to adopt a resolution authorizing an interlocal agreement with Dallas County to provide emergency response services to the unincorporated portions of Dallas County adjacent to the city limits of Rowlett.

7.B. Consider action to adopt a resolution amending the Master Fee Schedule for Community Development and Parks and Recreation Departments fees.

7.C. Consider action to adopt an ordinance to vacate and abandon a variable width sanitary sewer easement at 9849 Merritt Road in favor of BM Real Estate Holding Company, LLC.

7.D. Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a Special Use Permit (SF-40-SUP) for a 920 square feet enclosed, detached accessory structure not to exceed 14.5 feet in height for an approximately 1.617 acre lot described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 2906 Weems Way.

7.E. Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a Special Use Permit (SF-40-SUP) for a 920 square feet enclosed, detached accessory structure not to exceed 14.5 feet in height for an approximately 1.617 acre lot described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 2906 Weems Way.

7.F. Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Planned Development with a base zoning of General Commercial/Retail (PD-C2) to Planned Development with a base zoning of General Commercial/Retail with a Special Use Permit to allow a massage establishment (PD-C2-SUP) for Suite 104 of an approximately 6,600 square foot commercial building situated on property being all of that certain approximately 0.6979 acre tract out of the Thomas Lumley Survey, Abstract No.789, Dallas County, Texas and being more commonly known as Suite 104 of 5321 Lakeview Parkway.

- 7.G.** Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Planned Development with a base zoning of General Commercial/Retail (PD-C2) to Planned Development with a base zoning of General Commercial/Retail with a Special Use Permit to allow a massage establishment (PD-C2-SUP) for Suite 104 of an approximately 6,600 square foot commercial building situated on property being all of that certain approximately 0.6979 acre tract out of the Thomas Lumley Survey, Abstract No.789, Dallas County, Texas and being more commonly known as Suite 104 of 5321 Lakeview Parkway,
- 7.H.** Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 9/18 (SF-9) to Single Family Residential - 9/18 with a Special Use Permit for a 1,064 square feet enclosed accessory structure with a height not to exceed 14 feet (SF-9-SUP) for an approximately 0.50-acre lot being described as Block A, Lot 2, of Altman No.1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 7405 Pennridge Circle.
- 7.I.** Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 9/18 (SF-9) to Single Family Residential - 9/18 with a Special Use Permit for a 1,064 square feet enclosed accessory structure with a height not to exceed 14 feet (SF-9-SUP) for an approximately 0.50-acre lot being described as Block A, Lot 2, of Altman No.1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 7405 Pennridge Circle.

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 December 30, 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: 1/6/2026

Agenda Item: 4.A.

Title

Presentation of Rowlett Veterans Recognition Program certificates to Master Sergeant Robert David Wonders and Airman Second Class Nancy Sue Wonders.

Staff Representative

Jeff Winget, Mayor

Executive Summary

In an effort to shine a light on the incredible contributions to our community and our country made by those who have served in our nation's military, the City initiated the Rowlett Veterans Recognition Program.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Govern Transparently & Inclusivity	1.1 Model diversity and inclusiveness.

Background Information

The City instituted this program in 2017 in order to show appreciation to those members in our community who have dedicated their time in service to our nation. Assisting with the selection and recognition of honorees is the Veterans Resource and Outreach Center (VROC). The Rowlett Veterans Recognition Program also helps bring awareness to veterans' issues in our community – what is being done and what is still needed.

Mayor Winget is honored to continue formally recognizing Veterans of all ages and branches of service at City Council meetings.

The 44th and 45th Veterans to be recognized are Master Sergeant Robert David Wonders and Airman Second Class Nancy Sue Wonders. They both served our country in the U.S. Air Force.

List of previously recognized Veterans:

1. Donald Pierson, Sr.

2. William Turner
3. Renee Stevens
4. John Chilson
5. Ed Clinebell
6. Chris Kilgore
7. Rick Kizziar
8. Robert Blatnik
9. John Barker
10. Jeffery Gray
11. James W. Randolph, Jr.
12. William P. Rice, Sr.
13. Timothy Hardman
14. Jimmie Graves
15. James Adams
16. Dan Kliess
17. Billy Furgerson
18. Tyler Remediz
19. Glen Garrison
20. Daniel Dorton
21. Larry Traylor
22. Michael J. Kuklenski, Jr.
23. Donald Van Handel
24. Gabriel Joseph Kanawite, Jr.
25. Michael Gallops
26. James Moseley
27. Jonathan Flores
28. Carl S. Chilton, Jr.
29. Robert E. Higgins
30. James A. Katzenberger
31. Edgar Marvin Hall
32. Andrew Dorcas
33. Leon Johnson
34. Danny G. Richardson
35. Reese Jacob Ellis
36. Allen Leon Jones
37. Mike Britton
38. Heriberto Recio
39. Yvonne Recio
40. Majorie Hafner
41. Laura Ashley Cervantes
42. Bruce Thompson-Bowers
43. John P. Bowers, Jr.

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action**Attachments**

None

Meeting Date: 1/6/2026

Agenda Item: 4.B.

Title

Present the Comprehensive Monthly Financial Report (CMFR) for the period ending September 30, 2025.

Staff Representative

Wendy Badgett, Director of Finance

Executive Summary

As part of an overall strategic priority to govern transparently and inclusively, the City Council has adopted a goal to provide accurate and timely information to policy makers and the public. The Comprehensive Monthly Financial Report (CMFR) is a summary of the City's overall financial performance through the reported period. The report also provides a general economic snapshot, as well as individual fund summaries that provide financial activity for the report period, as well as cumulative totals for the fiscal year to date.

Strategic Priority and Goal(s)



**GOVERN
TRANSPARENTLY
& INCLUSIVELY**

1.8 Provide accurate and timely information to policy makers and the public.

Background Information

The City of Rowlett's fiscal year begins on October 1 and ends on September 30 each year. The CMFR is prepared each month throughout the fiscal year and is made available on the City's website at <https://www.ci.rowlett.tx.us/724/Financial-Reports>. City staff presents the CMFR on a quarterly basis during a City Council meeting to provide policymakers and the public with important information about the City's financial position and operations.

Discussion

The Comprehensive Monthly Financial Report for the period ending September 30, 2025, is provided as Attachment 1. Twelve months of FY2025, or 100% of the fiscal year is complete.

The report format includes the revised revenue and expense budgets for all the reported funds. The adjusted revised budget reflects administrative reallocations as well as funds for encumbrances on items ordered but not received by the previous year-end, as

stated in the City's Financial Policies. The forecasts included in the report are also based on the adjusted revised budget.

Revenues: Overall, the City has earned or received \$156.6 million for FY2025. This amount is 104.1% of the revised operating budget of \$150.3 million and is 4.1% higher than forecast through the month of September.

- General Fund revenues are \$5.7 million or 8.0% higher than expected.
- Utility Fund revenues are \$380 thousand or 1.0% lower than expected.

Expenses: Expenses totaled \$145.3 million for FY2025. This amount is 97.0% of the revised operating budget of \$149.8 million and is 3.0% lower than forecast through the month of September.

- General Fund expenses are \$3.0 million or 4.5% lower than expected.
- Utility Fund expenses are \$276 thousand or 0.7% lower than expected.

Surplus: The net surplus from operations through September is \$11.2 million, which is \$10.7 million higher than expected. The revised operating budget for the fiscal year anticipated a total surplus of \$554 thousand.

Financial/Budget Implications

N/A

Recommended Action

N/A - For informational purposes

Attachments

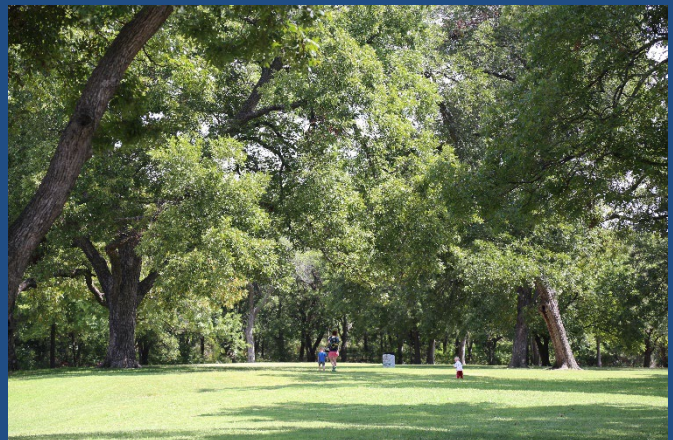
1. September 2025 Monthly Financial Report - Attachment 1



Comprehensive Monthly Financial Report

September 2025

Totals may include immaterial rounding variances





MONTHLY FINANCIAL REPORT

PERFORMANCE AT A GLANCE

September 2025

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

PERFORMANCE INDICATORS

POSITIVE

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

WARNING

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

NEGATIVE

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



ECONOMIC INDICATORS

September 30, 2025 – NEWS FOR YOU

ECONOMY

National GDP:

Data not available.

Texas Leading Index:

Data not available.

Attached is the Comprehensive Monthly Financial report for September 2025. Twelve months of FY2025, or 100% of the fiscal year is complete.

Revenues: Overall, the City has earned or received \$156.6 million for FY2025. This amount is 104.1% of the revised operating budget of \$150.4 million and 4.1% higher than forecast through the month of September.

- General Fund revenues are \$5.7 million or 8.0% higher than expected.
- Utility Fund revenues are \$380 thousand or 1.0% lower than expected.

Expenses: Expenses totaled \$145.3 million year-to-date for FY2025. This amount is 97.0% of the revised operating budget of \$150.0 million and is 3.0% lower than forecast through the month of September.

- General Fund expenses are \$3.0 million or 4.5% lower than expected.
- Utility Fund expenses are \$276 thousand or 0.7% lower than expected.

Surplus: The net surplus from operations through September is \$11.2 million, which is \$10.7 million higher than expected. The revised operating budget for the fiscal year anticipated a total surplus of \$554 thousand.

UNEMPLOYMENT

National Unemployment:

Data not available.

State-Wide:

Data not available.

Rowlett:

Data not available.

NOTEWORTHY

FISCAL YEAR 2025 BUDGET ADOPTED

The FY2025 Budget was adopted at the special City Council meeting held on Wednesday, September 18. Having spent many months discussing the current needs of the City, the City Council determined keeping pace with city growth, employee retention and attraction, and utility rates continue to be the key strategic challenges for this budget.

As a result of increased costs for water delivery and wastewater treatment, the average household will see an increase of about \$3.67 in their utility bill.

To keep pace with city growth and to support city services and outstanding debt obligations, the property tax rate was increased from \$0.710400 to \$0.769691, capturing the \$.059 increase approved by voters in the 2024 bond election.

For the average home value of just around \$350,000, the cost per day for all city services in the General Fund is \$7.38 per day.



CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2025

BUDGET SUMMARY OF ALL FUNDS FY2025

	2025 <u>Adopted Budget</u>	2025 <u>Revised Budget</u>	2025 <u>Forecast</u>	2025 <u>Year-to-Date</u>	<u>Variance</u>
Beginning Reserves	\$ 48,037,755	\$ 59,651,141	\$ 59,651,141	\$ 59,651,141	0.0%
Revenues:					
General	72,118,841	72,118,841	72,118,841	77,852,291	8.0%
Water & sewer	38,348,409	38,348,409	38,348,409	37,968,408	-1.0%
Debt service	19,168,390	19,437,880	19,437,880	19,591,055	0.8%
Drainage	1,857,400	1,857,400	1,857,400	1,927,615	3.8%
Refuse	7,459,804	7,795,804	7,795,804	7,821,653	0.3%
Employee health benefits	8,878,985	9,158,985	9,158,985	9,826,204	7.3%
Police seizure	250,000	250,000	250,000	184,558	-26.2%
Economic development	49,000	49,000	49,000	48,893	-0.2%
Hotel/motel tax	217,000	217,000	217,000	236,251	8.9%
P.E.G.	90,000	90,000	90,000	93,396	3.8%
Inspection Fees Fund	-	-	-	-	0.0%
Juvenile diversion	35,000	41,000	41,000	47,396	15.6%
Court technology	27,000	27,000	27,000	24,791	-8.2%
Court security	146,160	146,160	146,160	76,257	-47.8%
Court security & technology	-	44,466	44,466	44,466	0.0%
Golf course	258,032	258,032	258,032	266,566	3.3%
Child Safety Fee Fund	82,266	82,266	82,266	99,248	20.6%
Commercial Vehicle Enforcement	468,146	468,146	468,146	473,620	1.2%
Total Revenues	\$ 149,454,433	\$ 150,390,389	\$ 150,390,389	\$ 156,582,667	4.1%
Expenses:					
General	66,877,074	67,169,089	67,169,088	64,180,057	-4.5%
Water & sewer	38,345,379	38,417,732	38,417,732	38,141,654	-0.7%
Debt service	18,966,062	19,235,552	19,235,552	19,233,431	0.0%
Drainage	1,857,400	1,862,488	1,862,488	1,650,069	-11.4%
Refuse	7,455,146	7,791,486	7,791,486	7,783,452	-0.1%
Employee health benefits	8,884,498	9,164,498	9,164,498	9,160,283	0.0%
Police seizure	517,705	517,705	517,705	159,798	-69.1%
Economic development	1,362,300	1,369,759	1,369,759	1,368,300	-0.1%
Hotel/motel tax	429,666	429,666	429,666	171,428	-60.1%
P.E.G.	89,559	89,559	89,559	52,557	-41.3%
Inspection Fees Fund	1,575,071	2,404,857	2,404,857	2,404,857	0.0%
Juvenile diversion	35,687	41,687	41,687	41,551	-0.3%
Court technology	25,400	31,641	31,641	20,940	-33.8%
Court security	146,160	146,160	146,160	79,757	-45.4%
Court security & technology	-	44,466	44,466	44,466	0.0%
Golf course	252,990	252,990	252,990	252,731	-0.1%
Child Safety Fee Fund	102,048	102,048	102,048	83,390	-18.3%
Commercial Vehicle Enforcement	652,400	765,488	765,488	520,899	-32.0%
Total Expenses	\$ 147,574,545	\$ 149,836,870	\$ 149,836,870	\$ 145,349,620	-3.0%
Current Year					
Surplus/(Shortfall)	\$ 1,879,888	\$ 553,519	\$ 553,519	\$ 11,233,047	1929.4%
Ending Reserves	\$ 49,917,643	\$ 60,204,660	\$ 60,204,660	\$ 70,884,188	17.7%

Positive
Warning
Negative

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

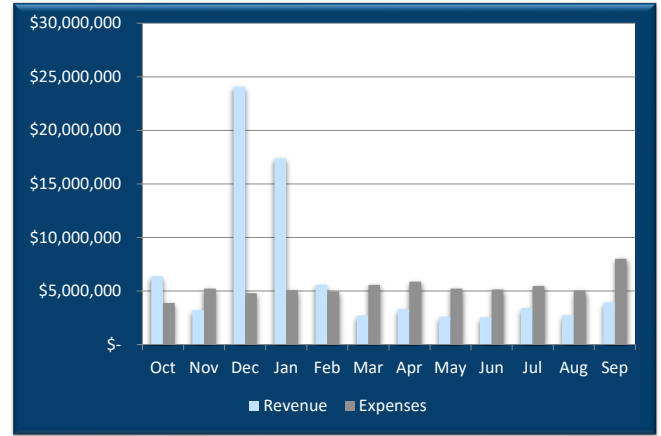


CITY OF ROWLETT, TEXAS FINANCIAL STATUS DASHBOARD September 30, 2025

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 6,382,295	\$ 3,879,699	\$ 2,502,595
Nov	3,216,921.54	5,228,209	(2,011,287)
Dec	24,053,464	4,784,777	19,268,687
Jan	17,391,587	5,053,726	12,337,861
Feb	5,586,203	4,937,086	649,117
Mar	2,701,431	5,561,917	(2,860,486)
Apr	3,315,895	5,876,698	(2,560,804)
May	2,590,954	5,223,480	(2,632,527)
Jun	2,543,947	5,133,498	(2,589,552)
Jul	3,389,034	5,460,853	(2,071,818)
Aug	2,735,134	5,034,856	(2,299,722)
Sep	3,945,426	8,005,258	(4,059,832)
Total	\$ 77,852,291	\$ 64,180,057	\$ 13,672,234
Cumulative Forecast	\$ 72,118,841	\$ 67,169,088	\$ 4,949,753
Actual to Forecast \$	\$ 5,733,450	\$ (2,989,031)	\$ 8,722,481
Actual to Forecast %	8.0%	-4.5%	



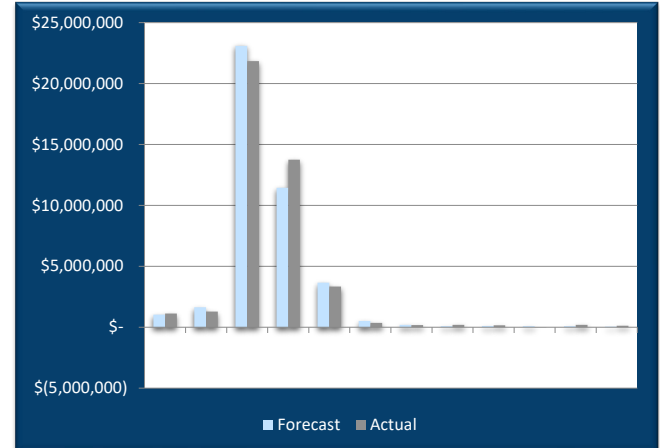
Positive

Cumulatively, General Fund is above the forecast for this time of the year, with revenues above forecast by 8.0% and expenses below forecast by 4.5%.

REVENUE ANALYSIS

PROPERTY TAXES FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	\$ 1,032,873	\$ 1,121,907	\$ 89,033
Nov	1,634,598	1,278,965	(355,633)
Dec	23,089,274	21,843,347	(1,245,927)
Jan	11,450,946	13,753,601	2,302,655
Feb	3,657,545	3,333,096	(324,449)
Mar	508,555	349,929	(158,626)
Apr	187,644	168,380	(19,265)
May	91,329	192,904	101,575
Jun	110,843	156,298	45,455
Jul	91,514	(1,471)	(92,985)
Aug	78,906	200,206	121,301
Sep	46,973	119,473	72,500
Total	\$ 41,981,000	\$ 42,516,635	\$ 535,635
Actual to Forecast			1.3%



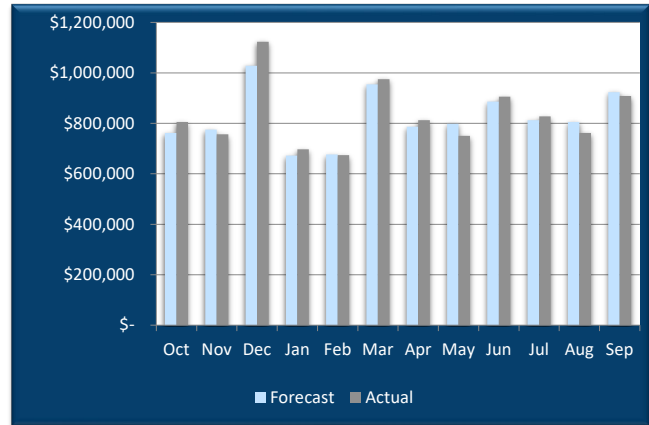
Positive

Property taxes represent over 50% of the total General Fund revenue budget and serve as the primary funding source for the general government. They are generally collected in December and January of each year. Cumulatively overall, property tax revenue is 1.3% above forecast.

REVENUE ANALYSIS

SALES TAXES FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	\$ 762,107	\$ 804,877	\$ 42,770
Nov	774,647	756,347	(18,300)
Dec	1,028,160	1,123,246	95,086
Jan	671,666	696,780	25,114
Feb	676,272	673,859	(2,413)
Mar	954,371	974,649	20,278
Apr	786,716	812,596	25,880
May	798,016	750,441	(47,574)
Jun	886,155	905,684	19,529
Jul	812,556	827,336	14,780
Aug	805,318	761,928	(43,390)
Sep	923,017	908,102	(14,914)
Total	\$ 9,879,000	\$ 9,995,844	\$ 116,844
Actual to Forecast			1.2%



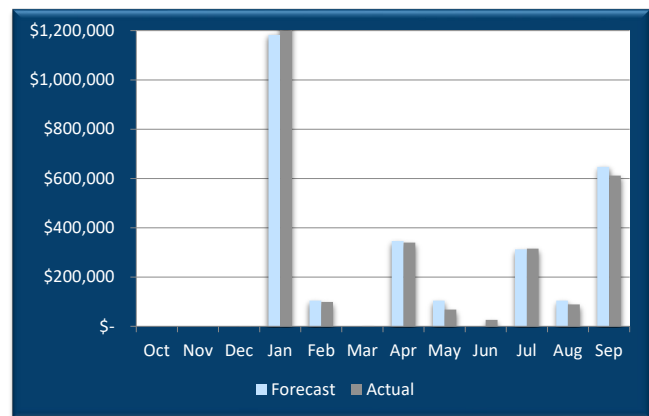
Positive

Sales tax is an important indicator of financial health for the Rowlett community. Sales taxes are collected by the State Comptroller and are recorded two months later. Overall, sales tax revenues are 1.2% above forecast for the year.

REVENUE ANALYSIS

FRANCHISE FEES FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	\$ -	\$ -	\$ -
Nov	-	-	-
Dec	-	24	24
Jan	1,182,420	1,356,545	174,125
Feb	104,000	98,778	(5,222)
Mar	-	1,580	1,580
Apr	345,660	339,997	(5,663)
May	104,000	68,268	(35,732)
Jun	-	26,057	26,057
Jul	312,740	315,381	2,641
Aug	104,000	88,531	(15,469)
Sep	647,180	611,955	(35,225)
Total	\$ 2,800,000	\$ 2,907,117	\$ 107,117
Actual to Forecast			3.8%



Positive

Franchise fees represent over 5% of the total General Fund budget and include electric, gas, cable and telecommunications. Most fees are paid quarterly with natural gas being paid yearly in January or February. Overall, franchise fees are 3.8% above forecast at this time of year.

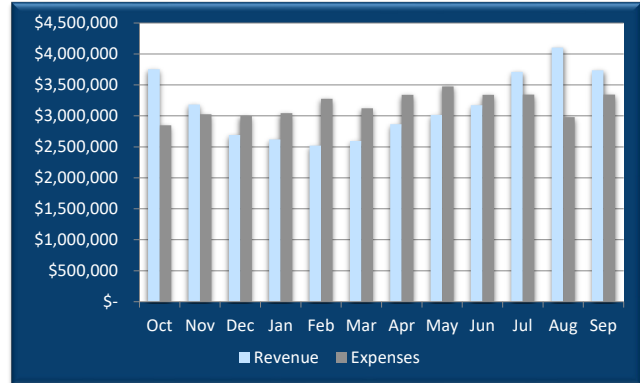


CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2025

OVERALL FUND PERFORMANCE

UTILITY FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 3,754,269	\$ 2,850,006	\$ 904,262
Nov	3,183,040	3,024,893	158,147
Dec	2,691,027	2,998,737	(307,710)
Jan	2,620,830	3,043,404	(422,574)
Feb	2,519,485	3,276,342	(756,857)
Mar	2,595,026	3,121,859	(526,833)
Apr	2,865,219	3,340,147	(474,928)
May	3,014,105	3,475,565	(461,460)
Jun	3,174,163	3,341,007	(166,844)
Jul	3,711,410	3,345,526	365,884
Aug	4,104,640	2,981,882	1,122,759
Sep	3,735,195	3,342,284	392,910
Total	\$ 37,968,408	\$ 38,141,654	\$ (173,246)
Cumulative Forecast	\$ 38,348,409	\$ 38,417,732	\$ (69,323)
Actual to Forecast \$	\$ (380,001)	\$ (276,079)	\$ (103,922)
Actual to Forecast	-1.0%	-0.7%	



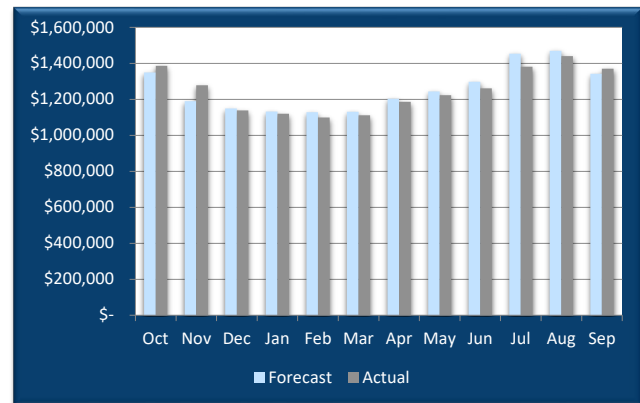
Positive

Cumulatively, the Utility Fund is below forecast for this time of the year, with revenues below forecast by 1.0% and expenses 0.7% below forecast.

REVENUE ANALYSIS

SEWER REVENUES FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	\$ 1,349,178	\$ 1,385,925	\$ 36,747
Nov	1,189,896	1,278,177	88,282
Dec	1,149,050	1,137,941	(11,110)
Jan	1,132,324	1,119,992	(12,332)
Feb	1,128,780	1,098,863	(29,917)
Mar	1,130,790	1,111,760	(19,031)
Apr	1,203,648	1,186,472	(17,176)
May	1,244,198	1,223,073	(21,124)
Jun	1,297,299	1,261,237	(36,062)
Jul	1,454,057	1,380,677	(73,380)
Aug	1,469,466	1,439,752	(29,714)
Sep	1,341,736	1,369,762	28,026
Total	\$ 15,090,423	\$ 14,993,633	\$ (96,790)
Actual to Forecast			-0.6%



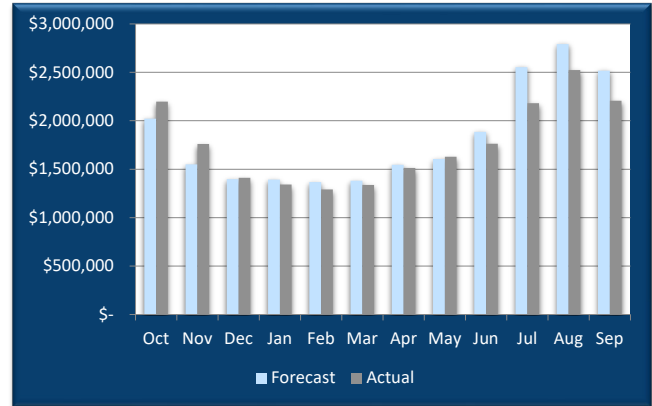
Positive

Sewer sales represent approximately 40% of the Utility Fund budget and cover the cost of sewer treatment paid to City of Garland. Cumulatively, sewer revenues are 0.6% below forecast.

REVENUE ANALYSIS

WATER REVENUES FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	\$ 2,021,993	\$ 2,198,165	\$ 176,173
Nov	1,550,179	1,759,693	209,514
Dec	1,396,686	1,410,767	14,080
Jan	1,392,895	1,342,599	(50,296)
Feb	1,367,894	1,290,884	(77,010)
Mar	1,380,161	1,338,377	(41,784)
Apr	1,544,811	1,512,585	(32,225)
May	1,605,976	1,628,386	22,410
Jun	1,886,340	1,762,711	(123,629)
Jul	2,554,043	2,180,476	(373,567)
Aug	2,791,964	2,523,329	(268,635)
Sep	2,516,173	2,206,112	(310,061)
Total	\$ 22,009,115	\$ 21,154,084	\$ (855,031)
Actual to Forecast			-3.9%



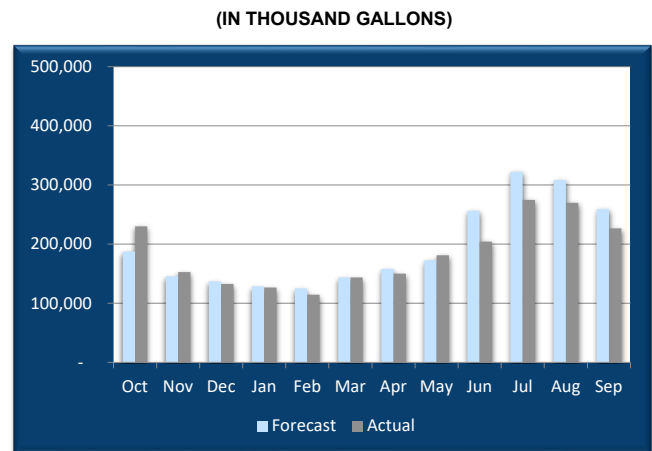
Warning

Water sales represent almost 60% of the total Utility Fund budget and cover the cost of water acquisition from the North Texas Municipal Water District. Cumulatively, water revenues are 3.9% below forecast for this time of year.

REVENUE ANALYSIS

WATER USAGE FY2025

Month	2025 Forecast	2025 Actual	Monthly Variance
Oct	187,080	230,038	42,958
Nov	145,494	152,778	7,284
Dec	136,597	132,678	(3,919)
Jan	128,442	126,520	(1,922)
Feb	125,214	114,501	(10,713)
Mar	143,435	143,791	356
Apr	158,007	150,040	(7,967)
May	172,662	181,277	8,615
Jun	256,253	204,054	(52,199)
Jul	321,855	274,604	(47,251)
Aug	307,965	269,587	(38,378)
Sep	258,976	226,536	(32,440)
Total	2,341,979	2,206,403	(135,576)
Actual to Forecast			-5.8%



Negative

The City purchases its water from the North Texas Municipal Water District. The contract with NTMWD requires the City to pay for a minimum of 3.2 billion gallons of water per year. Water usage is 5.8% below forecast.

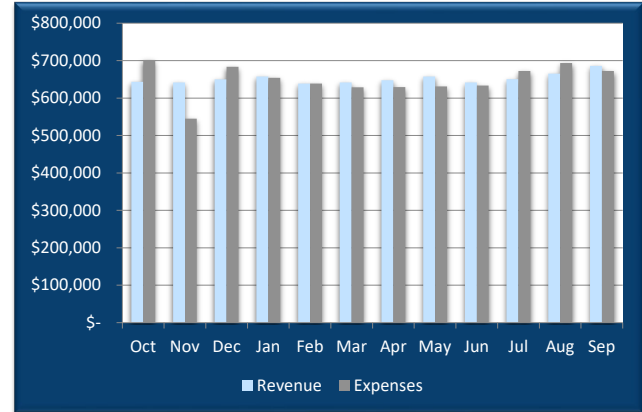


CITY OF ROWLETT, TEXAS FINANCIAL STATUS DASHBOARD September 30, 2025

OVERALL FUND PERFORMANCE

REFUSE FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 643,248	\$ 701,696	\$ (58,448)
Nov	641,911	544,936	96,974
Dec	649,783	683,419	(33,636)
Jan	657,464	653,950	3,514
Feb	638,445	638,666	(221)
Mar	641,685	628,395	13,291
Apr	647,837	629,569	18,268
May	657,501	630,841	26,659
Jun	641,472	633,611	7,861
Jul	650,709	672,485	(21,776)
Aug	665,483	693,460	(27,977)
Sep	686,116	672,425	13,691
Total	\$ 7,821,653	\$ 7,783,452	\$ 38,201
Cumulative Forecast	\$ 7,795,804	\$ 7,791,486	\$ 4,318
Actual to Forecast \$	\$ 25,849	\$ (8,034)	\$ 33,883
Actual to Forecast	0.3%	-0.1%	



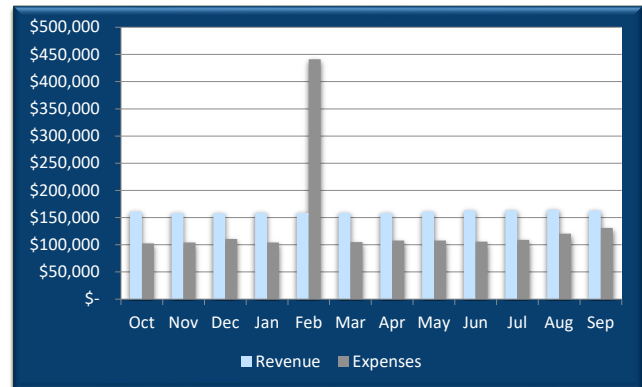
Positive

The Refuse Fund accounts for monies collected from customers on their utility bills and remitted to our solid waste provider. Revenues are 0.3% above forecast, and expenses are 0.1% below forecast.

OVERALL FUND PERFORMANCE

DRAINAGE FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 160,842	\$ 102,428	\$ 58,414
Nov	158,455	104,313	54,142
Dec	158,334	110,559	47,774
Jan	158,923	104,096	54,828
Feb	158,418	441,330	(282,912)
Mar	158,565	105,163	53,402
Apr	158,582	107,916	50,666
May	161,096	107,974	53,122
Jun	163,516	105,716	57,800
Jul	163,521	109,151	54,370
Aug	164,303	120,525	43,778
Sep	163,059	130,897	32,162
Total	\$ 1,927,615	\$ 1,650,069	\$ 277,546
Cumulative Forecast	\$ 1,857,400	\$ 1,862,488	\$ (5,088)
Actual to Forecast \$	\$ 70,215	\$ (212,419)	\$ 282,634
Actual to Forecast	3.8%	-11.4%	



Positive

The Drainage Fund accounts for monies collected from customers on their utility bills for the municipal drainage system. Cumulatively, revenues are 3.8% above forecast, and expenses are 11.4% below forecast.

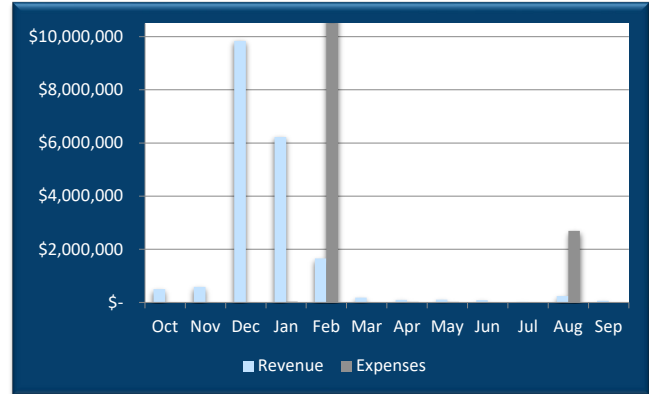


CITY OF ROWLETT, TEXAS
FINANCIAL STATUS DASHBOARD
September 30, 2025

OVERALL FUND PERFORMANCE

DEBT SERVICE FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 504,195	\$ 15,348	\$ 488,848
Nov	581,645	13,887	567,759
Dec	9,839,165	3,677	9,835,488
Jan	6,223,322	32,798	6,190,523
Feb	1,652,801	16,407,505	(14,754,704)
Mar	180,731	(2,415)	183,146
Apr	94,499	20,917	73,582
May	106,126	19,644	86,482
Jun	86,621	11,407	75,214
Jul	16,874	3,500	13,374
Aug	238,488	2,693,910	(2,455,422)
Sep	66,589	13,254	53,334
Total	\$ 19,591,055	\$ 19,233,431	\$ 357,624
Cumulative Forecast	\$ 19,437,880	\$ 19,235,552	\$ 202,328
Actual to Forecast \$	\$ 153,175	\$ (2,121)	\$ 155,296
Actual to Forecast	0.8%	0.0%	



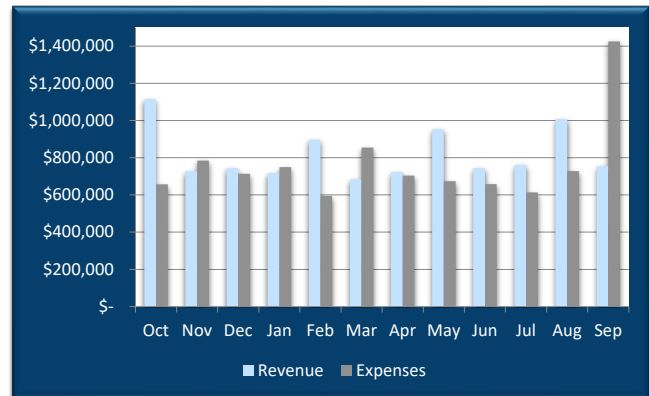
Positive

General Debt Service Fund is used to pay principal and interest on tax-supported debt. Currently, the revenues are 0.8% above forecast and expenses are at forecast. The fund makes semi-annual debt payments in February and August.

OVERALL FUND PERFORMANCE

EMPLOYEE HEALTH BENEFITS FUND REVENUES VS EXPENSES FY2025

Month	2025 Revenue	2025 Expenses	Monthly Variance
Oct	\$ 1,114,187	\$ 657,089	\$ 457,098
Nov	726,763	785,071	(58,307)
Dec	743,451	713,932	29,519
Jan	716,048	749,856	(33,808)
Feb	896,517	594,959	301,558
Mar	683,536	854,957	(171,421)
Apr	723,405	704,621	18,785
May	952,991	674,423	278,568
Jun	744,712	658,598	86,114
Jul	761,911	613,526	148,386
Aug	1,007,813	727,805	280,009
Sep	754,868	1,425,448	(670,579)
Total	\$ 9,826,204	\$ 9,160,283	\$ 665,920
Cumulative Forecast	\$ 9,158,985	\$ 9,164,498	\$ (5,513)
Actual to Forecast \$	\$ 667,219	\$ (4,215)	\$ 671,433
Actual to Forecast	7.3%	0.0%	



Positive

Employee Health Benefits Fund accounts for all health related claims paid from the City's partial self-insured medical benefit plan. Overall, revenues are 7.3% above forecast with expenses at forecast.



Comprehensive Monthly Financial Report

**September 2025
Supplement**

Totals may include immaterial rounding variances



**CITY OF ROWLETT
GENERAL FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 21,594,351	\$ 28,744,230	\$ 28,744,230	\$ 28,744,230	
REVENUES					
External Revenues:					
Taxes	\$ 51,976,000	\$ 51,976,000	\$ 51,976,000	\$ 52,634,442	1.3%
Franchise fees	2,800,000	2,800,000	2,800,000	2,907,117	3.8%
Licenses & permits	1,948,600	1,948,600	1,948,600	2,591,741	33.0%
Charges for service	4,439,900	4,439,900	4,439,900	5,134,153	15.6%
Fines & forfeitures	766,500	766,500	766,500	1,083,633	41.4%
Interest earnings	714,000	714,000	714,000	2,228,090	212.1%
Other	903,000	903,000	903,000	1,913,850	111.9%
Total External Revenues	63,548,000	63,548,000	63,548,000	68,493,027	7.8%
Internal Revenues:					
Transfers from other funds	8,570,841	8,570,841	8,570,841	9,359,265	9.2%
Total Revenues	\$ 72,118,841	\$ 72,118,841	\$ 72,118,841	\$ 77,852,291	8.0%
EXPENSES					
Expenses:					
Personnel costs	\$ 51,201,975	\$ 51,026,975	\$ 51,026,975	\$ 48,894,276	-4.2%
Supplies	2,787,405	2,800,889	2,800,889	2,483,105	-11.3%
Legal and professional	1,994,798	2,045,908	2,045,908	2,090,146	2.2%
Utilities	1,597,972	1,597,972	1,597,972	1,697,060	6.2%
Purchase services	8,173,695	8,355,888	8,355,888	7,749,112	-7.3%
Capital equipment	99,250	319,478	319,478	289,941	-9.2%
Total expenses	65,855,095	66,147,110	66,147,109	63,203,639	-4.4%
Internal expenses:					
Transfers to other funds	1,021,979	1,021,979	1,021,979	976,418	-4.5%
Total Expenses	\$ 66,877,074	\$ 67,169,089	\$ 67,169,088	\$ 64,180,057	-4.5%
Current Year Surplus/(Shortfall)	\$ 5,241,767	\$ 4,949,752	\$ 4,949,753	\$ 13,672,234	
Ending Reserves	\$ 26,836,118	\$ 33,693,982	\$ 33,693,983	\$ 42,416,464	

**CITY OF ROWLETT
WATER & SEWER FUND
FY 2024 - 2025
September 30, 2025**

	2025 <u>ADOPTED BUDGET</u>	2025 <u>REVISED BUDGET</u>	2025 <u>FORECAST</u>	2025 <u>YEAR-TO-DATE</u>	Variance
Beginning Reserves	<u>\$ 15,716,155</u>	<u>\$ 16,763,577</u>	<u>\$ 16,763,577</u>	<u>\$ 16,763,577</u>	
REVENUES					
External Revenues:					
Water sales	\$ 22,009,115	\$ 22,009,115	\$ 22,009,115	\$ 21,154,084	-3.9%
Wastewater sales	15,090,423	15,090,423	15,090,423	14,993,633	-0.6%
Other fees & charges	915,000	915,000	915,000	1,160,289	26.8%
Interest earnings	244,000	244,000	244,000	570,531	133.8%
Total External Revenues	<u>38,258,538</u>	<u>38,258,538</u>	<u>38,258,538</u>	<u>37,878,537</u>	<u>-1.0%</u>
Internal Revenues:					
Transfers from other funds	<u>89,871</u>	<u>89,871</u>	<u>89,871</u>	<u>89,871</u>	<u>0.0%</u>
Total Revenues	<u>\$ 38,348,409</u>	<u>\$ 38,348,409</u>	<u>\$ 38,348,409</u>	<u>\$ 37,968,408</u>	<u>-1.0%</u>
EXPENSES					
Expenses:					
Personnel costs	\$ 4,064,382	\$ 4,064,382	\$ 4,064,382	\$ 3,535,018	-13.0%
Supplies	708,319	745,014	745,014	333,128	-55.3%
Water purchases	12,553,554	12,553,554	12,553,554	12,413,702	-1.1%
Wastewater treatment	6,800,821	6,800,821	6,800,821	7,686,693	13.0%
Purchase services	1,672,543	1,708,201	1,708,201	1,668,714	-2.3%
Capital outlay	-	-	-	-	0.0%
Capital improvements	3,239,295	3,239,295	3,239,295	3,239,295	0.0%
Debt service	4,752,971	4,752,971	4,752,971	4,752,971	0.0%
Total expenses	<u>33,791,885</u>	<u>33,864,238</u>	<u>33,864,238</u>	<u>33,629,522</u>	<u>-0.7%</u>
Internal expenses:					
Transfers to other funds	<u>4,553,494</u>	<u>4,553,494</u>	<u>4,553,494</u>	<u>4,512,132</u>	<u>-0.9%</u>
Total Expenses	<u>\$ 38,345,379</u>	<u>\$ 38,417,732</u>	<u>\$ 38,417,732</u>	<u>\$ 38,141,654</u>	<u>-0.7%</u>
Current Year Surplus/(Shortfall)	<u>\$ 3,030</u>	<u>\$ (69,323)</u>	<u>\$ (69,323)</u>	<u>\$ (173,246)</u>	
Ending Reserves	<u>\$ 15,719,185</u>	<u>\$ 16,694,254</u>	<u>\$ 16,694,254</u>	<u>\$ 16,590,331</u>	

**CITY OF ROWLETT
DEBT SERVICE FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 1,890,637	\$ 2,263,836	\$ 2,263,836	\$ 2,263,836	
REVENUES					
External Revenues:					
Taxes	\$ 18,841,400	\$ 19,061,400	\$ 19,061,400	\$ 19,068,014	0.0%
Interest earnings	84,000	133,490	133,490	258,767	93.8%
Other	-	-	-	21,285	0.0%
Total External Revenues	18,925,400	19,194,890	19,194,890	19,348,065	0.8%
Internal Revenues:					
Transfers from other funds	242,990	242,990	242,990	242,990	0.0%
Total Revenues	\$ 19,168,390	\$ 19,437,880	\$ 19,437,880	\$ 19,591,055	0.8%
EXPENSES					
Expenses:					
Debt service	\$ 18,815,000	\$ 19,057,990	\$ 19,057,990	\$ 19,055,974	0.0%
Legal and professional	151,062	177,562	177,562	177,458	-0.1%
Total Expenses	\$ 18,966,062	\$ 19,235,552	\$ 19,235,552	\$ 19,233,431	0.0%
Current Year Surplus/(Shortfall)	\$ 202,328	\$ 202,328	\$ 202,328	\$ 357,624	
Ending Reserves	\$ 2,092,965	\$ 2,466,164	\$ 2,466,164	\$ 2,621,460	

**CITY OF ROWLETT
DRAINAGE FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 872,110	\$ 906,414	\$ 906,414	\$ 906,414	
REVENUES					
External Revenues:					
Charges for service	\$ 1,846,400	\$ 1,846,400	\$ 1,846,400	\$ 1,896,916	2.7%
Interest earnings	11,000	11,000	11,000	30,698	179.1%
Total Revenues	\$ 1,857,400	\$ 1,857,400	\$ 1,857,400	\$ 1,927,615	3.8%
EXPENSES					
Expenses:					
Personnel costs	\$ 157,793	\$ 157,793	\$ 157,793	\$ 24,335	-84.6%
Supplies	60,275	60,275	60,275	19,750	-67.2%
Purchase services	65,842	70,930	70,930	32,493	-54.2%
Capital improvements	1,013,856	1,013,856	1,013,856	1,013,856	0.0%
Debt service	345,000	345,000	345,000	345,000	0.0%
Total expenses	1,642,766	1,647,854	1,647,854	1,435,435	-12.9%
Internal expenses:					
Transfers to other funds	214,634	214,634	214,634	214,634	0.0%
Total Expenses	\$ 1,857,400	\$ 1,862,488	\$ 1,862,488	\$ 1,650,069	-11.4%
Current Year Surplus/(Shortfall)	\$ -	\$ (5,088)	\$ (5,088)	\$ 277,546	
Ending Reserves	\$ 872,110	\$ 901,326	\$ 901,326	\$ 1,183,960	

**CITY OF ROWLETT
REFUSE FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 545,984	\$ 552,466	\$ 552,466	\$ 552,466	
REVENUES					
External Revenues:					
Charges for service	\$ 7,443,304	\$ 7,754,304	\$ 7,754,304	\$ 7,754,804	0.0%
Interest earnings	14,000	14,000	14,000	30,494	117.8%
Other	2,500	2,500	2,500	11,355	354.2%
Total External Revenues	\$ 7,459,804	\$ 7,770,804	\$ 7,770,804	\$ 7,796,653	0.3%
Internal Revenues:					
Transfers from other funds	-	25,000	25,000	\$25,000	0.0%
Total Revenues	\$ 7,459,804	\$ 7,795,804	\$ 7,795,804	\$ 7,821,653	0.3%
EXPENSES					
Expenses:					
Personnel	\$ 62,965	\$ 62,965	\$ 62,965	\$ 38,254	-39.2%
Solid waste collection	6,559,868	6,896,208	6,896,208	6,881,793	-0.2%
Supplies	-	-	-	-	0.0%
Purchase services	85,000	85,000	85,000	116,092	36.6%
Capital improvements	-	-	-	-	0.0%
Total expenses	6,707,833	7,044,173	7,044,173	7,036,139	-0.1%
Internal expenses:					
Transfers to other funds	747,313	747,313	747,313	747,313	0.0%
	747,313	747,313	747,313	747,313	0.0%
Total Expenses	\$ 7,455,146	\$ 7,791,486	\$ 7,791,486	\$ 7,783,452	-0.1%
Current Year Surplus/(Shortfall)	\$ 4,658	\$ 4,318	\$ 4,318	\$ 38,201	
Ending Reserves	\$ 550,642	\$ 556,784	\$ 556,784	\$ 590,667	

**CITY OF ROWLETT
EMPLOYEE HEALTH BENEFITS FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 1,450,649	\$ 3,007,868	\$ 3,007,868	\$ 3,007,868	
REVENUES					
External Revenues:					
Employee Contributions	\$ 1,175,337	\$ 1,175,337	\$ 1,175,337	\$ 1,205,946	2.6%
City Contributions	6,810,398	6,810,398	6,810,398	6,719,106	-1.3%
Retiree Contributions	30,000	30,000	30,000	42,213	40.7%
City HRA Contributions	55,750	55,750	55,750	42,772	-23.3%
Other	807,500	1,087,500	1,087,500	1,816,166	67.0%
Total Revenues	\$ 8,878,985	\$ 9,158,985	\$ 9,158,985	\$ 9,826,204	7.3%
EXPENSES					
Expenses:					
Benefit Administration	\$ 402,561	\$ 402,561	\$ 402,561	\$ 439,067	9.1%
Individual Stop Loss	1,642,740	1,642,740	1,642,740	1,589,424	-3.2%
Benefit Payments	6,355,215	6,635,215	6,635,215	6,833,857	3.0%
OPEB Distributions	200,000	200,000	200,000	126,731	-36.6%
Wellness	160,000	160,000	160,000	47,223	-70.5%
Personnel	123,982	123,982	123,982	123,982	0.0%
Transfers to Other Funds	-	-	-	-	0.0%
Total Expenses	\$ 8,884,498	\$ 9,164,498	\$ 9,164,498	\$ 9,160,283	0.0%
Current Year Surplus/(Shortfall)	\$ (5,513)	\$ (5,513)	\$ (5,513)	\$ 665,920	
Ending Reserves	\$ 1,445,136	\$ 3,002,355	\$ 3,002,355	\$ 3,673,788	

**CITY OF ROWLETT
ECONOMIC DEVELOPMENT FUND
FY 2024 - 2025
September 30, 2025**

	<u>2025 ADOPTED BUDGET</u>	<u>2025 REVISED BUDGET</u>	<u>2025 FORECAST</u>	<u>2025 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 2,300,916	\$ 2,493,930	\$ 2,493,930	\$ 2,493,930	
Total Revenues	\$ 49,000	\$ 49,000	\$ 49,000	\$ 48,893	-0.2%
Total Expenses	\$ 1,362,300	\$ 1,369,759	\$ 1,369,759	\$ 1,368,300	-0.1%
Current Year Surplus/(Shortfall)	\$ (1,313,300)	\$ (1,320,759)	\$ (1,320,759)	\$ (1,319,407)	
Ending Reserves	\$ 987,616	\$ 1,173,171	\$ 1,173,171	\$ 1,174,523	

**CITY OF ROWLETT
P.E.G. FUND
FY 2024 - 2025
September 30, 2025**

	<u>2025 ADOPTED BUDGET</u>	<u>2025 REVISED BUDGET</u>	<u>2025 FORECAST</u>	<u>2025 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 571,312	\$ 577,895	\$ 577,895	\$ 577,895	
Total Revenues	\$ 90,000	\$ 90,000	\$ 90,000	\$ 93,396	3.8%
Total Expenses	\$ 89,559	\$ 89,559	\$ 89,559	\$ 52,557	-41.3%
Current Year Surplus/(Shortfall)	\$ 441	\$ 441	\$ 441	\$ 40,839	
Ending Reserves	\$ 571,753	\$ 578,336	\$ 578,336	\$ 618,734	

**CITY OF ROWLETT
POLICE SEIZURE FUND
FY 2024 - 2025
September 30, 2025**

	<u>2025 ADOPTED BUDGET</u>	<u>2025 REVISED BUDGET</u>	<u>2025 FORECAST</u>	<u>2025 YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 605,052	\$ 592,993	\$ 592,993	\$ 592,993	
Total Revenues	\$ 250,000	\$ 250,000	\$ 250,000	\$ 184,558	-26.2%
Total Expenses	\$ 517,705	\$ 517,705	\$ 517,705	\$ 159,798	-69.1%
Current Year Surplus/(Shortfall)	\$ (267,705)	\$ (267,705)	\$ (267,705)	\$ 24,760	
Ending Reserves	\$ 337,347	\$ 325,288	\$ 325,288	\$ 617,753	

**CITY OF ROWLETT
GOLF FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 307,940	\$ 342,453	\$ 342,453	\$ 342,453	
Total Revenues	\$ 258,032	\$ 258,032	\$ 258,032	\$ 266,566	3.3%
Total Expenses	\$ 252,990	\$ 252,990	\$ 252,990	\$ 252,731	-0.1%
Current Year Surplus/(Shortfall)	\$ 5,042	\$ 5,042	\$ 5,042	\$ 13,835	
Ending Reserves	\$ 312,982	\$ 347,495	\$ 347,495	\$ 356,288	

**CITY OF ROWLETT
HOTEL/MOTEL FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 212,666	\$ 460,504	\$ 460,504	\$ 460,504	
Total Revenues	\$ 217,000	\$ 217,000	\$ 217,000	\$ 236,251	8.9%
Total Expenses	\$ 429,666	\$ 429,666	\$ 429,666	\$ 171,428	-60.1%
Current Year Surplus/(Shortfall)	\$ (212,666)	\$ (212,666)	\$ (212,666)	\$ 64,823	
Ending Reserves	\$ -	\$ 247,838	\$ 247,838	\$ 525,327	

**CITY OF ROWLETT
JUVENILE DIVERSION FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 113,173	\$ 157,242	\$ 157,242	\$ 157,242	
Total Revenues	\$ 35,000	\$ 41,000	\$ 41,000	\$ 47,396	15.6%
Total Expenses	\$ 35,687	\$ 41,687	\$ 41,687	\$ 41,551	-0.3%
Current Year Surplus/(Shortfall)	\$ (687)	\$ (687)	\$ (687)	\$ 5,845	
Ending Reserves	\$ 112,486	\$ 156,555	\$ 156,555	\$ 163,087	

**CITY OF ROWLETT
COURT TECHNOLOGY FUND
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 77,703	\$ 94,408	\$ 94,408	\$ 94,408	
Total Revenues	\$ 27,000	\$ 27,000	\$ 27,000	\$ 24,791	-8.2%
Total Expenses	\$ 25,400	\$ 31,641	\$ 31,641	\$ 20,940	-33.8%
Current Year Surplus/(Shortfall)	\$ 1,600	\$ (4,641)	\$ (4,641)	\$ 3,851	
Ending Reserves	\$ 79,303	\$ 89,767	\$ 89,767	\$ 98,259	

**CITY OF ROWLETT
COURT SECURITY
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	
Total Revenues	\$ 146,160	\$ 146,160	\$ 146,160	\$ 76,257	-47.8%
Total Expenses	\$ 146,160	\$ 146,160	\$ 146,160	\$ 79,757	-45.4%
Current Year Surplus/(Shortfall)	\$ -	\$ -	\$ -	\$ (3,500)	
Ending Reserves	\$ -	\$ 3,500	\$ 3,500	\$ 0	

**CITY OF ROWLETT
COURT SECURITY & TECHNOLOGY
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ -	\$ -	\$ -	\$ -	
Total Revenues	\$ -	\$ 44,466	\$ 44,466	\$ 44,466	0.0%
Total Expenses	\$ -	\$ 44,466	\$ 44,466	\$ 44,466	0.0%
Current Year Surplus/(Shortfall)	\$ -	\$ -	\$ -	\$ -	
Ending Reserves	\$ -	\$ -	\$ -	\$ -	

**CITY OF ROWLETT
INSPECTION FEES
FY 2024 - 2025
September 30, 2025**

	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR-TO-DATE	Variance
Beginning Reserves	\$ 1,575,071	\$ 2,404,857	\$ 2,404,857	\$ 2,404,857	
Total Revenues	\$ -	\$ -	\$ -	\$ -	0.0%
Total Expenses	\$ 1,575,071	\$ 2,404,857	\$ 2,404,857	\$ 2,404,857	0.0%
Current Year Surplus/(Shortfall)	\$ (1,575,071)	\$ (2,404,857)	\$ (2,404,857)	\$ (2,404,857)	
Ending Reserves	\$ -	\$ -	\$ -	\$ (0)	

**CITY OF ROWLETT
CHILD SAFETY FEE FUND
FY 2024 - 2025
September 30, 2025**

	2025 <u>ADOPTED BUDGET</u>	2025 <u>REVISED BUDGET</u>	2025 <u>FORECAST</u>	2025 <u>YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 19,782	\$ 46,473	\$ 46,473	\$ 46,473	
Total Revenues	\$ 82,266	\$ 82,266	\$ 82,266	\$ 99,248	20.6%
Total Expenses	\$ 102,048	\$ 102,048	\$ 102,048	\$ 83,390	-18.3%
Current Year Surplus/(Shortfall)	\$ (19,782)	\$ (19,782)	\$ (19,782)	\$ 15,857	
Ending Reserves	\$ -	\$ 26,691	\$ 26,691	\$ 62,330	

**CITY OF ROWLETT
COMMERCIAL VEHICLE ENFORCEMENT
FY 2024 - 2025
September 30, 2025**

	2025 <u>ADOPTED BUDGET</u>	2025 <u>REVISED BUDGET</u>	2025 <u>FORECAST</u>	2025 <u>YEAR-TO-DATE</u>	Variance
Beginning Reserves	\$ 184,254	\$ 241,995	\$ 241,995	\$ 241,995	
Total Revenues	\$ 468,146	\$ 468,146	\$ 468,146	\$ 473,620	1.2%
Total Expenses	\$ 652,400	\$ 765,488	\$ 765,488	\$ 520,899	-32.0%
Current Year Surplus/(Shortfall)	\$ (184,254)	\$ (297,342)	\$ (297,342)	\$ (47,279)	
Ending Reserves	\$ -	\$ (55,347)	\$ (55,347)	\$ 194,716	



**CITY OF ROWLETT, TEXAS
GENERAL FUND DASHBOARD
September 30, 2025**

BUDGET SUMMARY OF GENERAL FUND FY2025

Revenue Summary

Revenues	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR TO DATE	VARIANCE
Tax Revenues:					
Property taxes	\$ 41,981,000	\$ 41,981,000	\$ 41,981,000	\$ 42,516,635	1.3%
City sales tax	9,879,000	9,879,000	9,879,000	9,995,844	1.2%
Mixed drink tax	116,000	116,000	116,000	121,964	5.1%
Total	\$ 51,976,000	\$ 51,976,000	\$ 51,976,000	\$ 52,634,442	1.3%
Franchise Fees:					
Electric	\$ 1,646,000	\$ 1,646,000	\$ 1,646,000	\$ 1,657,688	0.7%
Telephone	19,000	19,000	19,000	18,259	-3.9%
Gas	738,000	738,000	738,000	882,670	19.6%
Cable	397,000	397,000	397,000	348,499	-12.2%
Total	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,907,117	3.8%
Licenses and Permits:					
Other	\$ 1,948,600	\$ 1,948,600	\$ 1,948,600	\$ 2,591,741	33.0%
Total	\$ 1,948,600	\$ 1,948,600	\$ 1,948,600	\$ 2,591,741	33.0%
Charges for Service:					
GISD resource officer	\$ 677,400	\$ 677,400	\$ 677,400	\$ 870,814	28.6%
Ambulance fees	1,545,000	1,545,000	1,545,000	1,836,080	18.8%
911 Emergency	481,000	481,000	481,000	469,803	-2.3%
Mowing fees	95,000	95,000	95,000	83,430	-12.2%
Other fees & charges	1,641,500	1,641,500	1,641,500	1,874,026	14.2%
Total	\$ 4,439,900	\$ 4,439,900	\$ 4,439,900	\$ 5,134,153	15.6%
Fines and Forfeitures:					
Municipal court fines	\$ 764,000	\$ 764,000	\$ 764,000	\$ 1,081,719	41.6%
Library Fines	2,500	2,500	2,500	1,914	-23.4%
Total	\$ 766,500	\$ 766,500	\$ 766,500	\$ 1,083,633	41.4%
Other:					
Interest earnings	\$ 714,000	\$ 714,000	\$ 714,000	\$ 2,228,090	212.1%
Miscellaneous	903,000	903,000	903,000	1,913,850	111.9%
Total	\$ 1,617,000	\$ 1,617,000	\$ 1,617,000	\$ 4,141,940	156.1%
Internal Transfers:					
Transfers	\$ 8,570,841	\$ 8,570,841	\$ 8,570,841	\$ 9,359,265	9.2%
Total	\$ 8,570,841	\$ 8,570,841	\$ 8,570,841	\$ 9,359,265	9.2%
Total Revenues	\$ 72,118,841	\$ 72,118,841	\$ 72,118,841	\$ 77,852,291	8.0%



**CITY OF ROWLETT, TEXAS
GENERAL FUND DASHBOARD
September 30, 2025**

BUDGET SUMMARY OF GENERAL FUND FY2025

Expense Summary

Expenses	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR TO DATE	VARIANCE
Personnel Services	\$ 51,201,975	\$ 51,026,975	\$ 51,026,975	\$ 48,894,276	-4.2%
Supplies	2,787,405	2,800,889	2,800,889	2,483,105	-11.3%
Purchase Services	11,766,465	11,999,768	11,999,768	11,536,318	-3.9%
Capital Outlay	99,250	319,478	319,478	289,941	-9.2%
Transfers Out	1,021,979	1,021,979	1,021,979	976,418	-4.5%
Total	\$ 66,877,074	\$ 67,169,089	\$ 67,169,088	\$ 64,180,057	-4.5%

By Division	2025 ADOPTED BUDGET	2025 REVISED BUDGET	2025 FORECAST	2025 YEAR TO DATE	VARIANCE
City Council	\$ 241,624	\$ 193,186	\$ 193,186	\$ 123,009	-36.3%
City Manager	1,143,284	1,014,458	1,014,458	903,011	-11.0%
City Secretary	650,756	626,374	626,374	683,294	9.1%
Community Development	3,365,164	3,100,682	3,100,682	2,929,169	-5.5%
Community Engagement	894,771	850,179	850,179	935,604	10.0%
Economic Development	591,116	547,807	547,807	408,519	-25.4%
Finance	1,906,249	1,889,837	1,889,836	1,839,878	-2.6%
Fire	17,940,361	17,826,853	17,826,852	17,653,466	-1.0%
Human Resources	926,995	872,342	872,342	751,193	-13.9%
Information Technology	2,968,511	2,974,010	2,974,010	2,912,001	-2.1%
Judicial Services	961,630	961,368	961,368	899,696	-6.4%
Library	1,642,789	1,643,024	1,643,024	1,610,304	-2.0%
Non-Departmental	2,738,248	4,273,498	4,273,499	3,352,400	-21.6%
Parks and Recreation	5,121,570	1,757,311	1,757,311	1,829,980	4.1%
Police	19,831,111	19,800,610	19,800,610	19,264,664	-2.7%
Public Works	5,952,895	8,837,550	8,837,550	8,083,869	-8.5%
Total	\$ 66,877,074	\$ 67,169,089	\$ 67,169,088	\$ 64,180,057	-4.5%

Meeting Date: 1/6/2026

Agenda Item: 6.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s):
 December 15, 2025, City Council Work Session, December 16, 2025, City Council Meeting, and December 18, 2025, City Council Special Work Session.

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): December 15, 2025, City Council Work Session, December 16, 2025 City Council Meeting, and December 18, 2025 City Council Special Work Session.

Attachments

1. 12.15.25 WS Minutes
2. 12.16.25 City Council Meeting Minutes
3. 12.18.25 Special WS Minutes

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, December 15, 2025

6:00 P.M.

Municipal Building – 4000 Main

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

1. CALL TO ORDER

Mayor Winget called the meeting to order at 6:01 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

There was no citizen input.

5. WORK SESSION

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

Derek Hull, Community Development Director, presented the update for the Community Development Master Fee Schedule. The Master Fee schedule was updated on September 2, 2025. The Community Development and Parks & Recreation Departments did not complete their assessment of current and new fees at that time. Several cities within proximity to Rowlett were examined to compare standard fees. The cities used were Wylie, Sachse, Rockwall, Garland, Mesquite, Plano, and Richardson. The proposed changes 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 fee schedule. Mr. Hull reviewed the proposed changes. There was discussion regarding the food service permit fees and the public hearing notices fees.

Ryan Mullins, Parks & Recreation Director, presented the update for Wet Zone fees. These fees were compared to Water Works in Denton, Bahama Beach in Dallas, Cove in Little Elm, Apex in McKinney, and the Frisco Athletic Center. Wet Zone Admission will be increased by \$2 for Resident and \$3 for Non-Resident. Season Pass, both individual and family, will be increased by \$10 for Resident and \$20 for Non-Resident. City Council would like to see a Senior Season Pass Fee at a reduced rate. David Hall, City Manager, stated staff would bring the fees back at the first meeting in January.

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

Kristoff Bauer, Deputy City Manager, presented this item. 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. TxDOT will make up the difference of the Grant versus the actual costs. A revised and more focused design will be presented. Ongoing irrigation maintenance will be the city's responsibility.

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

Shannan Bandle, Rowlett – Thanked City Council for their willingness to listen to their concerns. The residents of Lake Bend Estates are still patiently waiting. Don't forget the Vision of Rowlett.

Patrick Bandle, Rowlett – Thanked City Council for their attention to this matter. The residents remain hopeful and encouraged. It will be a relief to put this behind us.

David Hall, City Manager, presented this item. City Council tasked staff with moving forward. DCCM Engineering firm was selected for this process. The scope of the assessment is only on the screening walls abutting alleys. Will look at location, size, composition, and condition. They will complete the inventory and assessment and give recommendations. This will be done in two groups. Group A consists of Lane Bend Estates 1, Lake Bend Estates 2, Southbay Estates, Kimbal Estates, and Lake Highlands at Lake Ray Hubbard. All the rest will be in Group B. Before project initiation, there is estimated to be 11,600 LF in scope. Mr. Hall reviewed the milestone dates. Screening option 1 is a single Wythe brick screening wall with a cost of approximately \$600/LF, \$6,960,000 total. Screening option 2 is a long-span precast concrete wall with a cost of approximately \$575/LF, \$6,670,000 total. Screening option 3 is a vegetative screening wall with a cost of approximately \$195/LF, \$2,262,000 total. Removing the current walls will cost \$75/LF. Mr. Hall reviewed the various funding options.

Mr. Hall asked if staff were on the right path by only considering screening walls that abut the alley and not on private property or including subdivision entrances. Mayor Winget stated he wants to include the subdivision entries. Councilmember Reaves stated we need the assessment plan first before doing an action plan. All agreed. Deputy Mayor Pro Tem Britton confirmed that the firm will provide recommendations, not just an assessment plan. Councilmember E. Bowers stated we need to factor in the maintenance of vegetative screening walls. Deputy Mayor Pro Tem Britton stated he is looking for a comprehensive plan. Mayor Winget stated he wants like for like. Mayor Pro Tem Schupp disagrees; Lake Bend Estates is prime example of needing a new wall due to poor construction. He would like to see consistency throughout the city. Mayor Winget clarified that he meant, if it is currently a masonry wall, then the replacement will be a masonry wall. There was discussion of how to pay for walls. Staff will present the assessment once completed.

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

Munal Mauladad, Managing Director, presented this item. Ms. Mauladad gave an overview of a typical wastewater system, the City's current infrastructure, typical wastewater concerns, Liberty Grove odor concerns, and reviewed past wastewater studies. There are approximately 281 miles of sewer line, with approximately 3,816 manholes. Based on the billed usage rates, the City's system conveys 4 to 8 million gallons per day (MGD). Ms. Mauladad explained how lift stations and

force mains work. There are 25 lift stations within the City and they are all interconnected. Wastewater flows into the Rowlett Creek Wastewater Treatment Plant (WWTP) in the City of Garland. The City of Rowlett entered into the current wastewater treatment contract with the City of Garland on June 8, 1994, and renewed in 2021, until June 2041. The contract requirements for the City are to discharge all wastewater that originates within Rowlett exclusively into the Garland system and wastewater shall be continuously metered. Various typical wastewater concerns were discussed. A typical wastewater concern is infiltration and inflow (I/I). Infiltration is the groundwater seeping into the system. This occurs over a longer period of time and primarily from cracks or faulty connections. Inflow is surface water flowing into the system. This is immediate and is primarily from faulty manhole covers and cleanouts. More, I/I mean more sewer water to treat with increased costs to the City's lift station to pump, and increased costs from wastewater treatment. All municipal systems experience I/I issues. Another wastewater concern is sludge buildup. Sludge build ups can occur due to increased solids concentration, fats, oils and grease (FOG). FOG settles within flatter sections of bellies within the pipe. FOG also settles within lift stations. Sludge build ups can create conditions without oxygen (anaerobic). Anaerobic conditions are prime for bacteria to generate sewer gas. These gases include hydrogen sulfide (H_2S), methane, ammonia, and carbon dioxide. It is normal for sanitary sewer operations to have varying levels of H_2S within the system. Humans can detect H_2S at low concentrations (as low as 0.5 parts per billion). OSHA Standards state that the exposure limit of H_2S is 10 parts per million averaged over an 8-hour period. TCEQ requirements for H_2S as a nuisance odor is 0.08 parts per million averaged over a 30-minute period at the property line. There are general measures to address odor concerns, which consist of cleaning and inspecting sewer lines, installing aeration in wet wells, injecting chemicals to stop the anaerobic bacteria, and regular maintenance and long-term planning.

Ms. Mauladad addressed the Liberty Grove odor investigation. The City collected 38 readings showing 0 ppm of H_2S in the ambient air on November 25. Third party consultant, FNI, collected 15,000 ambient readings on November 26 through December 1. All readings show 0.0 ppm of the H_2S in the ambient area. Monitors detected carbon monoxide. Readings inside the manholes by the City were higher than average during this period. At City's request, TCEQ evaluated the Liberty Grove site and found 0.0 ppm of H_2S . TCEQ is performing a full investigation based on City's feedback and recorded citizen complaints. The City expects the results within 60 days. The readings collected inside the manholes are within normal ranges of a typical sewer system. There are no immediate safety or hazardous concerns in this area. The City is taking proactive measures to address these odor concerns. The next steps are to engage with Mead & Hunt to further improve the odor control measures. Begin the Wastewater Master Plan Update, to identify current and future capacity needs. Update the current system condition assessment by evaluating conditions of City's infrastructure and identify potential sources of I/I and other deficiencies within the system.

Kristoff Bauer, Deputy City Manager, gave brief presentation regarding I/I. Third party consultants, RJN, evaluated 2 of the City's 11 basins. They identified I&I repairs estimated to cost \$13.4 million in 2023. Mr. Bauer proposed an in-house I&I Program which would consist of 5 men and a truck. He further proposed to have 3 men and a van to evaluate the other 9 basins. An internal I&I team would save the City \$7.8 million over 5 years. The in-house team delivers drastic savings on critical, everyday repair jobs. Mr. Bauer gave 4 different options to fund the I&I Program.

6. DISCUSS CONSENT AGENDA ITEMS FOR DECEMBER 16, 2025, CITY COUNCIL MEETING.

Mayor Winget announced agenda item 5A was withdrawn by applicant.

7. ADJOURNMENT

Mayor Winget adjourned the meeting at 9:36 pm.

DRAFT

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 December 16, 2025

7:00 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 Bowers III

INVOCATION

The invocation was led Rev. Ann Dotson, First Christian 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 7:00 p.m.

2. PRESENTATIONS

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

Deputy Mayor Pro Tem Britton provided the following announcements:

COMMUNITY DEVELOPMENT - Pictures with Santa, Mrs. Claus and their Reindeer. Join the Community Development Department for magical afternoons in December with Santa Claus and his family! Bring your children and cherished pets to the Animal Shelter for a delightful time, filled with joy and wonder. Take pictures with Santa Claus, Mrs. Claus and shelter pets dressed as reindeer. Children can share holiday wishes and bask in the festive atmosphere, while drinking hot chocolate and apple cider. Come on December 21, 2025, from 1:00 p.m. - 3:00 p.m. at the Animal Shelter Building, located at 4402 Industrial Street. To RSVP, please send an email to animalservices@rowlett.com with your preferred date.

COMMUNITY ENGAGEMENT - Rowlett on Ice will run through Saturday, February 7th, offering weekday hours Monday–Friday from 5:00–9:00 PM and weekend hours on Saturdays and Sundays from 2:00–9:00 PM. Beginning January 5th, the rink will transition to operating only on Fridays, Saturdays, and Sundays.

We're excited to announce that Kids Kingdom will officially reopen on Saturday, December 20 at 10:00 a.m. with a ribbon cutting ceremony. This marks the completion of Phase 2 of the Kids Kingdom improvements. Updates include the addition of artificial turf and significantly increased

shade throughout the park, especially in areas designed for our youngest visitors. Several major park facilities were also reconditioned as part of this phase. Phase 2 brings a number of new and enhanced play features, including a new net climber with a bridge to the Rowlett Water Tower and a giant slide, new swings and shaded swing areas, a music play zone with interactive instruments, and upgraded slides, climbing nets, step pods, spinners, and play surfaces across the playground. This follows Phase 1, completed in June, which focused on refurbishing the main play structure. Together, both phases deliver meaningful safety upgrades and improvements across the entire park. We invite families and the community to join us on December 20 to celebrate the reopening of Kids Kingdom.

On December 26 at 6:00 p.m., at Schrade Bluebonnet Park, the City of Rowlett will gather in solemn remembrance to mark the 10th anniversary of the tornado that forever changed our community. This commemorative ceremony will include shared reflections, moments of silence, and expressions of gratitude, providing an opportunity to remember, heal, and honor the resilience and spirit of our community.

LIBRARY - It's not too late for schools or cultural arts groups to submit applications for the Arts and Humanities Commission's annual grants program. Applicants must demonstrate how funding will be used to support cultural arts in Rowlett. Please visit Rowlett.com/Arts for additional details and grant application forms which are due by January 16, 2026.

Keep your kids engaged and banish boredom with the Library's Winter Reading Program. Participants earn grand prize entry tickets with each square completed on their reading game board. Game board challenges include – reading in a cozy corner, completing the Library's indoor scavenger hunt, asking a librarian for a recommendation, or reading different types of books. The reading challenge ends January 3rd and game boards can be picked up at the reference desk.

POLICE - The Rowlett Police Department will be holding its next Citizen's Police Academy starting January 22nd and concluding on March 12th. The Rowlett Police Department Citizens Police Academy is an 8-week course (one night per week and one Saturday) that is designed to help citizens better understand what a police officer encounters while on duty. This program is intended for citizens over the age of 18 who live or work in the City of Rowlett. Each week, you will have a qualified police instructor explain how each section of the Rowlett Police Department operates. If you are interested in joining this upcoming CPA, please contact Officer Erick Mitchell at emitchell@rowlett.com.

Councilmember Reaves introduced the Featured Pet, Lizzie, a gentle Golden Retriever and Shepherd mix with a hurting heart. Lizzie is fully house broken, calm, affectionate, and absolutely loves people, especially children. She's the kind of dog who brings softness and comfort wherever she goes. To meet Lizzie, 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. Please consider fostering a pet for the weekend. Pictures with Santa is on Sunday, December 21, 2025, from 1 pm to 3 pm. Join us for a magical afternoon with Santa! Don't have a pet? Grab a shelter pet and join in! Possibly meet your new furry best friend.

Deputy Mayor Pro Tem Britton encouraged residents to watch last night's work session regarding the sewer. It was a lot of good information. He praised Public Works Department, Deputy City Manager, Managing Director, and City Manager for the hard work they have put in.

3. CITIZENS INPUT

1. Dan Houpt, Rowlett – Spoke against a post that Mayor Winget posted on December 5, 2025. There is a sewer smell, and they are tired of the smell. Mr. Hall made the problem, and he needs to fix the problem.
2. Alan Hogan, Rowlett – Spoke regarding screening walls. He is very glad to hear about progress regarding the screening wall. We have a mayor that cares, as well as City Council. The screening wall is very important to them. He would like to have an actual wall and not a foliage of greenage.
3. Alison Felderhoff, Rowlett – Spoke regarding the sewer smell. She would not have bought her home if there was a smell. Communication is important. This is about leadership. The smell is not the landfill. She will not go away quietly.
4. Tamara Hess, Rowlett – Spoke regarding Lake Bend Estates screening wall. She is a 26-year resident of Lake Bend Estates. The city has left the wall to deteriorate. The vegetation wall discussed last night will not work. Hold up to the city standards.
5. Gary Leavelle, Rowlett – Spoke regarding sewer smell. He was unaware of the meeting last night. He wants to address the issue of the sewer smell at Liberty Grove Community Church.
6. Les Carroll, Rowlett – Spoke regarding sewer gas pollution. He lives in Homestead. This is his very first City Council meeting. He complained of the smell of the sewer. They have to stay inside when the smell occurs. It is getting better but has a long way to go. He has had to miss work for two different days due to migraines from the sewer smell/gas.
7. Dave Holl, Rowlett – Spoke regarding Paddle Point Park. He handed exhibits of Paddle Point Park to City Council. He submitted a public information request regarding documents for moving Paddle Point Park from the western side to the smaller eastern side of the lake. He didn't receive anything relevant to the request. Since there are no documents authorizing the moving of the park, he is requesting moving the park back to its original location at 6103 Miller Road.
8. Margie Manns, Rowlett – Spoke regarding the Lake Bend Estates screening wall. She has been a Lake Bend Estates resident for 28 years. She thanked the Mayor and City Council for their work. She also thanked Councilmember J. Bowers III for getting the pothole by house repaired. The wall is still ugly.
9. Hasan Eljoohi, Rowlett – Spoke regarding his neighbor at 6602 Warwick. His neighbor built a shed within the setback. His foundation is now getting damaged from all the runoff water from the shed. This neighbor is now harassing him. He needs help.
10. Patrick Bandle, Rowlett – Spoke regarding the Lake Bend Estates screening wall. Last night's work session was encouraging and disappointing. They want the brick option for the wall. He also encouraged City Council to consider repairing the subdivision wings. He is disappointed that it is going to be another several months before there is any work.
11. DeAndre Wright, Rowlett – Spoke on behalf of his mother who lives in Lake Bend Estates. After last night's discussion, he is discouraged that City Council may not repair walls on "personal property". He hopes City Council moves forward with repairing the entire wall.

4. CONSENT AGENDA

Item 4C was removed for individual consideration.

4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): December 1, 2025, City Council Work Session, December 2, 2025, City Council Meeting, and December 4, 2025, City Council Special Work Session.

This item was approved on the Consent Agenda.

4B. Consider action amending the Fiscal Year 2025 Adopted Budget.

Consider action to adopt an ordinance amending the Fiscal Year 2025 Adopted Budget.

This item was approved on the Consent Agenda as ORD-136-25.

4C. Consider action approving appointments to boards and commissions.

Consider action to ratify appointments of members to the City's various boards and commissions.

A motion was made by Councilmember Reaves, seconded by Mayor Pro Tem Schupp, to ratify appointments of all members with the exception of Mark Gibbs. **Motion passed 7-0.**

Councilmember Gibbs stepped away from the dais and the City Council Chambers, due to a conflict of interest. One of the appointments is a family member of Councilmember Gibbs.

A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember J. Bowers III, to appoint Mark Gibbs to the Golf Advisory Board as an alternate member. **Motion passed 6-0.**

Councilmember Gibbs returned to the City Council Chambers and dais.

4D. Consider action amending the Master Fee Schedule.

Consider action to adopt a resolution amending the Master Fee Schedule for Community Development and Parks and Recreation Departments fees.

Staff requested this item be removed from the agenda.

A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember Reaves, to approve all the preceding items marked as having been approved on the Consent Agenda. Motion passed 7-0.

5. INDIVIDUAL CONSIDERATION

- 5A.** Consider action to adopt an ordinance approving an Alternative Landscaping Plan under Section 77-504.I of the Rowlett Development Code to modify the secondary entryway landscaping requirements for the property located at and addressed as 4401 Big A Road and is described as consisting of approximately 17.053 Acres of land out of the J.M. Thomas Survey, Abstract No. 1478, in the City of Rowlett, Dallas County, Texas.

The applicant requested this item be withdrawn.

- 5B.** Conduct a public hearing on a request for the approval of major warrants to 1) increase the height of the side yard fence along Eldon Mews and Cathy Court, from four (4) feet to six (6) feet and 2) to replace the wrought iron railing with wood for the side yard fences along Eldon Mews and Cathy Court on an approximately 0.128 acre parcel zoned Form-Based New Neighborhood (FB-NN)

District and being located in the Merritt Village Subdivision, being commonly known as 8613 Royal Star Road and more particularly described as Lot 46, Block C of Merritt Village, in the City of Rowlett, Dallas County, Texas.

Derek Hull, Community Development Director, presented this item. The applicant is requesting the approval of Major Warrants to increase the height of side yard fence along Eldon Mews and Cathy Court from four feet to six feet and to replace the wrought iron railing with wood. The site includes a single-family home, fronting a landscaped open space lot to the east, a single-family home to the north and south (along Cathy Court), and an alley to the west (Eldon Mews). Currently the applicant has a four-foot wrought iron fence located along the street-side yard, facing Eldon Mews and Cathy Court. The proposed six-foot wooden fence will be located along the street-side yard adjacent to Cathy Court and Eldon Mews. Thirty-three 200 foot notices were mailed, with one in favor. One hundred fifteen notices were mailed, with one in opposition and four in favor. The Planning & Zoning Commission recommended approval of the two warrants requested by the applicant.

Applicant, Matthew Henson, presented his request for the two warrants. The existing 42" wrought iron metal fence does not provide necessary security from car traffic and pedestrian/dog traffic. The home has three windows and back door that provide a clear line of sight into living room, kitchen, and office. This is the same exact type of warrant request approved unanimously for 3108 Bob Lane in Merritt Village to construct a board on board six feet cedar fence in place of existing 42" wrought iron fence. The HOA has endorsed this type of construction on corner lots for past permits.

Councilmember Gibbs confirmed with the applicant the replacement fence will be in the same location as the wrought iron fence. Mayor Pro Tem Schupp asked if the applicant has an approval letter from the HOA for the new fence. The applicant confirmed that he has the approval letter and that the fence will match all the other fences in the subdivision.

Mayor Winget opened the public hearing at 8:11 pm.

Alison Felderhoff spoke against the request. Has strong objection in allowing wood fences on corner lots. It interferes with sightline.

Dan Houpt spoke against the request. What is the point of having a code if you do not follow it.

Mayor Winget closed the public hearing at 8:14 pm.

- 5C.** Consider action to adopt an ordinance approving major warrants to 1) increase the height of the side yard fences along Eldon Mews and Cathy Court from four (4) feet to six (6) feet and 2) to replace the wrought iron railing with wood for the side yard fences along Eldon Mews and Cathy Court on an approximately 0.128 acre parcel zoned Form-Based New Neighborhood (FB-NN) District and located in the Merritt Village Subdivision, being commonly known as 8613 Royal Star Road also more particularly described as Lot 46, Block C of Merritt Village, in the City of Rowlett, Dallas County, Texas.

A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember E. Bowers, to approve item as presented. Councilmember Reaves stated he struggled with this request. There are some things that you cannot change. He will not vote in favor of this request. Mayor Pro Tem Schupp stated he also struggled with this request. This is a neighborhood designed to be a certain way. For him, it comes down to the applicant having an approval letter from the HOA.

Councilmember Gibbs stated that he went to the location today. There is no interference with the sight distance. Mayor Winget stated he appreciated the presentation. The previous approval was because staff had wrongly approved a fence permit and the fence was already built. **Motion passed 4-3, with Mayor Winget, Councilmember Reaves, and Councilmember J. Bowers III voting against.**

This item was approved as ORD-137-25.

6. EXECUTIVE SESSION

- 6A.** The City Council will convene into Closed Executive Session pursuant to Texas Government Code, §551.071 (Consultation with City Attorney) to receive legal advice regarding Sapphire Bay Development Agreements with Sapphire Bay Land Holdings I, LLC.

Mayor Winget adjourned the meeting into Executive Session at 8:23 pm.

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

Mayor Winget reconvened the meeting at 12:13 am.

No action taken.

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.

No requests were made.

8. ADJOURNMENT

Mayor Winget adjourned the meeting at 12:14 am.

CITY COUNCIL SPECIAL 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.

Thursday, December 18, 2025

4:00 P.M.

Municipal Building – 4000 Main

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

Absent: Councilmember Jonathan Reaves

1. CALL TO ORDER

Mayor Winget called the meeting to order at 4:00 pm.

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 4:01 pm

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

Mayor Winget reconvened the meeting at 5:48 pm

No action taken.

5. ADJOURNMENT

Mayor Winget adjourned the meeting at 5:48 pm.



City of Rowlett City Council Agenda Item

Meeting Date: 1/6/2026

Agenda Item: 6.B.

Title

Consider action approving a non-exclusive franchise agreement to Oncor Electric Delivery Company, LLC.

Consider action to approve an Ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, a non-exclusive franchise to use public Right-of-Way of the City of Rowlett, Texas, for the purposes of constructing and operating an electric distribution and transmission system.

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

The City's franchise agreement with Oncor expired on July 31, 2017. A new franchise has been developed for Council consideration.

Strategic Priority and Goal(s)

Background Information

The City's previous franchise grant to Oncor expired on July 31, 2017. It is unknown why a replacement franchise was not considered prior to the expiration of that grant. Oncor has continued to operate consistent with the terms and conditions of that franchise and is current on all obligations. A 20-year franchise is proposed and, if approved, would be effective upon execution of both parties.

Discussion

The City's Charter limits the duration of franchise grants to 20 years. The proposed ordinance is effective upon Council approval and Oncor acceptance and will expire on October 31, 2045. The terms and conditions of the franchise are consistent with regional standards and state law. This is an area that is heavily regulated at the state level and the terms and conditions have become well established among the numerous municipalities within Oncor's area of operations. This didn't leave the City with authority or leverage to negotiate terms or conditions inconsistent with those imposed by other cities in the region.

The proposed franchise does include a Most Favored Nation clause relating to the franchise fee obligation. If another city is granted a higher fee, then Rowlett would have the opportunity to revise the franchise to take advantage of that enhanced fee.

Financial/Budget Implications

The City receives franchise fee payments from Oncor. The proposed agreement would not adjust that rate.

FY25	FY24	FY23	FY22	FY21
\$1,657,688	\$1,699,325	\$1,656,901	\$1,742,928	\$1,537,049
FY20	FY19	FY18	FY17	FY16
\$1,601,762	\$1,498,780	\$1,576,302	\$1,483,844	\$1,467,148

Recommended Action

Approve the provided Ordinance of the City Council of the City of Rowlett, Texas, granting to Oncor Electric Delivery Company Llc, its successors and assigns, a non-exclusive franchise to use public Right-of-Way of the City of Rowlett, Texas, for the purposes of constructing and operating an electric distribution and transmission system.

See Attachment A for the Rowlett Oncor Franchise Ordinance.

Attachments

1. Attachment A - Rowlett Oncor Electric Franchise Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHT-OF-WAY OF THE CITY OF ROWLETT, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, Oncor Electric Delivery Company LLC (“Oncor”) currently provides electric delivery services for the City under a Franchise ordinance which expired on July 31, 2017 (the “Prior Franchise Ordinance”); and

WHEREAS, subsequent to the July 31, 2017, expiration date, the parties continued and presently continue to operate under the terms and conditions of the Prior Franchise Ordinance; and

WHEREAS, the City of Rowlett and Oncor desire to enter into a new Franchise establishing conditions under which the Company will operate and establishing a term of twenty (20) years for said Franchise; and

WHEREAS, Oncor and the City Council of the City of Rowlett finds that it is to the mutual advantage of both the City and Oncor to enter into a new Franchise; and

WHEREAS, Oncor and the City desire that any use or action under the Prior Franchise between July 31, 2017 and the present be fully ratified as if at all time occurring under the terms and conditions of the Prior Ordinance and that the term of the Prior Franchise be revised and extended for a period ending upon the effective date of this Franchise Ordinance; and

WHEREAS, the City Council has determined that a grant of a non-exclusive Franchise pursuant to this Ordinance is in the best interest and will inure to the benefit of the City and its citizens;

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

SECTION 1. Oncor and City believe that this franchise is in the public interest.

SECTION 2. Definitions. For the purpose of this ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

2.1 **"City"** shall mean the City of Rowlett, Texas, and includes the territory that currently is or may in the future be included within the boundaries of the City.

- 2.2 **"Oncor" or "Company"** shall mean Oncor Electric Delivery Company LLC, its successors and permitted assigns.
- 2.3 **"Effective Date"** shall be as provided for in Section 4.
- 2.4 **"Electric Distribution and Transmission System"; "Facility", "Facilities", "facility" or "facilities"** shall mean Company's electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for the Company's own use in connection with Company's electric power lines), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof.
- 2.5 **"Franchise" or "franchise"** shall mean this Ordinance and Company's acceptance thereof as the non-exclusive permission granted to Company to use the Public Right-of-Way for its Electric Distribution and Transmission System.
- 2.6 **"Franchise Fee" or "franchise fee" or "Franchise fee"**, whether plural or singular, shall mean the total franchise fees due from Company as set forth in Section 8, herein.
- 2.7 **"Additional Cost"** shall mean cost of all non-standard facilities, including undergrounding facilities offset by any applicable allowance as provided for in Oncor's Tariff approved by the Public Utility Commission of Texas.
- 2.8 **"Public Right-of-Way" or "Public Rights-of-Way"** means the present and future streets, alleys, highways, public utility easements, public ways and other public property or property interests of the City. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.
- 2.9 **"Public Utility Commission of Texas" or "PUC"** shall mean the Public Utility Commission of Texas or its successor agency.
- 2.10 **"Right-of-Way Management Ordinance"** shall mean Chapter 54 ("Streets, Sidewalks and Other Public Ways"), Article IV ("Management of Public Right-of-Way") of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised.

SECTION 3. Grant of Authority.

- 3.1 **Permission.** Subject to the terms and conditions herein, City hereby grants Company the non-exclusive right, privilege and Franchise to erect, construct, extend, install, maintain and operate an Electric Distribution and Transmission System in, over, under, along and across the Public Right-of-Way. Oncor may not use any portion of its Electric Distribution and Transmission System in the City's Public Right-of-way for any purpose other than the delivery of electric service (or other than in support of Oncor's Distribution and Transmission System), including renting, licensing or otherwise sharing use of facilities with third parties, including third parties receiving electric service, without first entering

into a separate agreement with the City for Oncor ancillary service. Company agrees to notify other persons, firms, or corporations that desire to attach facilities to Oncor's Electric Distribution and Transmission System located within the City that they have a responsibility to obtain all legally required franchises, licenses, waivers, consents, easements, right of way, and permits needed to construct and operate its equipment within the City. However, in no event is Company responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Oncor's Electric Distribution and Transmission System within City fails to obtain anything required by City. City may at any time request a list of persons or corporations who have a contract to attach facilities to Company equipment within the City limits, and Company shall provide such information within a reasonable time after the City's request.

- 3.2 **Non-Exclusive Use.** This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.
- 3.3 **Area of the City Affected.** This Franchise shall extend to and include any and all territory that is within the corporate limits of the City that have been certificated to Company by the PUC. Additionally, this Franchise shall extend to any and all territory that is annexed by the City during the term of this Franchise and certificated to Company by the PUC. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in the City.
- 3.4 **City's Rights in Public Right-of-Way.** Chapter 54 ("Streets, Sidewalks and Other Public Ways"), Article IV ("Management of Public Right-of-Way") of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised ("Right-of-Way Management Ordinance") is incorporated herein by reference to the extent that it does not conflict with federal, state, and/or city laws, rules, or regulations. Company acknowledges that by this Franchise it obtains no rights to, or further use of, the Public Right-of-Way other than those expressly granted herein or by federal, state, and/or city laws, rules, or regulations. Company further acknowledges and accepts at its own risk that consistent with this Agreement the City may use Public Right-of-Way in which Company's Electric Distribution and Transmission System is located in a manner inconsistent with Company's use of such Public Right-of-Way. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. Company's Facilities shall be erected so as not to unreasonably interfere with: 1) existing streets, alleys, highways, and sidewalks or with the existing vehicular and pedestrian traffic thereon; 2) existing gas, electric, or telephone fixtures; or 3) existing water hydrants or mains, drainage facilities or sanitary sewer facilities. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Right-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Uniform Manual on

Traffic Control Devices and any applicable city, state or federal laws, rules, or regulations that impact the Company's use of the Public Right-of-Way. In determining the location of Company's facilities within the City, Company shall not unreasonably interfere with then existing above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City) and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Right-of-Way. The City also reserves the right to change in any manner any Public Right-of-Way, including but not limited to any curb, sidewalk, highway, alley, public way, street, utility line (or in the case of utility line owned by Company, to notify and require that change by Company within a reasonable amount of time), storm sewer, drainage basin, drainage ditch, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Right-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Right-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Right-of-Way, despite the City's enactment of any ordinance providing the contrary. City-requested relocations of Company facilities in the Public Right-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, such relocation will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the Additional Cost of placing the facilities underground.

- 3.5 If any other corporation or person (other than City) requests Company to relocate Company Facilities located in City Right-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.
- 3.6 **Abandonment.** If City abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its Facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- 3.7 **Compliance with Law and Continued Obligations.** Company's operations and activities within the Public Right-of-Way in the City shall be subject to all City ordinances, unless otherwise in conflict with any federal or state laws, rules, or regulations or this franchise. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. Nothing herein shall be deemed a waiver, release or relinquishment of any right by either party to contest, appeal, or file suit with respect to any action or decision of the other party.
- 3.8 **Use of Poles and Ducts.** Oncor may permit the wires of the City to be attached to the poles or use of spare conduit in duct systems owned and maintained by Oncor, under separate agreement, upon securing an Oncor "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Oncor does not warrant or guarantee there will be space made available on Oncor poles or spare conduits in Oncor duct systems for the City's use. Oncor may require the City to furnish evidence of adequate insurance, provide indemnity covering Oncor as allowed by law, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Oncor's poles and prior to City's use of conduit in Oncor's duct systems. Agreements for wires of the City to be attached to the poles or for use of spare conduit in duct systems maintained and owned by Oncor which are existing prior to this Franchise remain in effect according to the terms defined in such agreements.
- 3.9 **Use of City Owned Facilities, Structures, and Physical Plant.** Nothing contained in this Franchise shall be construed to require or permit any attachments to City owned facilities, structures or physical plant by Company for any purpose. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service through Company's Electric Distribution and Transmission System, Company shall notify City and City shall authorize such attachment. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service other than electricity through Company's Electric Distribution and Transmission System, then a further separate, non-contingent agreement shall be a prerequisite to such attachments. Agreements existing prior to this Franchise which authorize such use of any facility may remain in effect according to the terms of such agreements.
- 3.10 **Company's Need to Locate Facilities.** Company shall not install, construct or extend any Facilities in parks or other City-owned property that is not part of a public utility easement, street, road, highway, or alley without first obtaining the written approval of City.

SECTION 4. Term of Franchise. This Ordinance shall become effective upon the filing of Company's written acceptance hereof with the City Secretary, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval hereof

by City ("Effective Date"). The right, privilege and franchise granted hereby shall expire on at 11:59 p.m. (Central Standard Time) on October 31, 2045.

SECTION 5. Electrical Safety Code Compliance. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

SECTION 6. Liability Insurance.

6.1 Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.
- E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars

(\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 7. Indemnification and Liability for Damages.

- 7.1 In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify, defend and hold harmless the City, and its past and present officers, agents and employees against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, contractors, or employees in connection with Company's construction, maintenance and operation of Company's system in the City Public Right-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.
- 7.2 This indemnity shall only apply to the extent that the loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or other third parties. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.
- 7.3 In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all reasonably necessary costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.
- 7.4 In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in sections 7.2 and 7.3.

SECTION 8. Compensation to the City.

- 8.1 **Franchise Fee.** In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the

said Public Right-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003068 (the “Base Factor”) multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003221 (the “Current Factor”), which is then multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003068 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments hereunder as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period (Following Pmt)</u>
February 1	Sept. 1 - Nov. 30	Nov. 1 – Jan. 31
May 1	Dec. 1 – Feb. 28(29)	Feb. 1 - Apr. 30
August 1	Mar. 1 - May 31	May 1 - Jul. 31
November 1	Jun.1 - Aug. 31	Aug.1 - Oct. 31

1. A final annual/quarterly payment was made on or before November 1, 2025 for the basis period of June 1, 2025 through August 31, 2025 and the privilege period of August 1, 2026 through October 31, 2026 in accordance with the provisions in the previous franchise.
2. The first quarterly payment hereunder shall be due and payable on or before February 1, 2026 and will cover the basis period of September 1,

2025 through November 30, 2025 and the privilege period of November 1, 2026 through January 31, 2027. If this franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before November 1, 2044 and covers the basis period of June 1, 2044 through August 31, 2044 and the privilege period of August 1, 2045 through October 31, 2045; and

3. After the final payment date of November 1, 2044, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

- B. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.

1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Subsection 8.1. B., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2026 and will be based on the calendar year January 1, 2025 through December 31, 2025. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2046 and will be based on the calendar months of January 1, 2045 through October 31, 2045.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

8.2 The Parties agree:

- A. With each payment of compensation required by Subsection 8.1.A., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.
- B. With each payment of compensation required in Subsection 8.1.B., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
- C. If either party discovers that Company has failed to pay the entire or correct amount of compensation due under Section 8, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section 8 shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.
- D. Any late or delinquent payments due the City by Company under this Franchise shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

- 8.3 This subsection applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Right-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement. In

the event of an occurrence as described in this subsection 8.3, City shall have the option to:

- A. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
- B. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.3.A. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.3.A.
- C. City may not exercise the option provided in Subsection 8.3 if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this subsection 8.3, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this subsection 8.3, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this subsection.
- D. Notwithstanding any other provision of this franchise, should the City exercise the option provided in subsection 8.3, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to subsection 8.3, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to subsection 8.3 and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under subsection 8.3. The provisions of this subsection 8.3 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of subsection 8.3 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. Accounting Matters.

- 9.1 **Maintenance of Records.** Company shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise at

its principal office for the purpose of determining the amount due to the City under this Franchise.

- 9.2 **Audit.** Pursuant to and for the period specified in Section 33.008(e) of the Texas Utilities Code and upon thirty (30) days prior written notice, the City may conduct an audit or other inquiry of the books and records of the Company to ascertain the correctness of the reports agreed to be filed herein.
- 9.3 **Access to Records.** The Company shall make available to the City during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete any audit or inquiry under Section 9 of this Franchise, and shall make no charge to the City therefore. The Company shall respond to all requests for information from City no later than thirty (30) days after receipt of a request.
- A. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 8.
- B. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.
- 9.4 If Company provides confidential or non-public information to the City, Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the confidential or non-public nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

SECTION 10. Right of Renegotiation.

- 10.1 Should either Company or the City have cause to believe that a material change in circumstances relating to the terms of this Franchise may exist, it may request, and the other party shall timely provide the requesting party a reasonable amount of information to assist in determining whether a material change in circumstances has taken place.

- 10.2 Should either party hereto determine that based on a material change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to enter into such negotiations does not obligate either party to agree to an amendment of any or all terms of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to an amendment of one or more provisions of this Franchise, the change shall become effective upon passage of an Ordinance by the City in accordance with the City Charter and the filing with the City Secretary of written acceptance of the amendment by Company.

SECTION 11. Defaults.

- 11.1 **Events of Default.** The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:
- A. The failure of Company to pay the Franchise Fee on or before any of the due dates specified herein.
 - B. Company's material breach or violation of any material terms, covenants, representations or warranties contained herein.
- 11.2 **Uncured Events of Default.**
- A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided in Section 12.
 - B. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.
 - C. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.
 - D. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 11, which notice shall specify the alleged failure

with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City present facts and arguments in refuting or defending such alleged failure. City, at its option, may agree to an extension of the time for Company to cure any Event of Default. In the event that Company does not comply with this Subsection 11.2.D. or, if Company does comply with this subsection but the City, after its review of Company defense, nevertheless believes that Company has breached or violated a material provision of the Franchise, the City may declare this an Uncured Event of Default, which shall entitle the City to exercise the remedies provided in Section 12 of this Franchise. Notice of such declaration shall be given to Company at least fifteen (15) days prior to City's exercise of any such remedies.

SECTION 12. Remedies for Uncured Event of Default.

- 12.1 **Remedies:** In the event that such cure as described in Section 11 is not forthcoming, City shall be entitled to exercise any and all cumulative remedies as allowed by law, regardless of whether not Company has refuted the alleged failure including but not limited to:
- A. The commencement of an action against Company at law for monetary damages.
 - B. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.
 - C. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City of Rowlett.
 - D. The termination of this Franchise in accordance with the provisions of Section 13.
- 12.2 **Remedies Not Exclusive:** The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or event of noncompliance.

SECTION 13. Termination. This Franchise may be terminated in accordance with the provisions of Section 12.1.D., upon thirty (30) business days' prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or

termination. This Franchise will not be terminated if Company commences and completes work or other efforts to cure such violations according to a plan and timeline mutually agreed upon by Company and City in writing with potential provisions to toll any statute of limitations relating to the breach in question. The final decision of the City Council terminating the Franchise may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be the date upon which such appeal is withdrawn or the date upon which an order or judgment, entered by a court of competent jurisdiction and upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 14. Assignment. The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 15. Notices.

- 15.1 All notices required by this Franchise shall be in writing and delivered personally or transmitted (a) through the United States mail by registered or certified mail, postage prepaid or (b) by means of prepaid overnight delivery service addressed as follows:

If to the City:

City of Rowlett

Attn: City Manager's Office

4000 Main Street

Rowlett, TX 75088

With a Copy to:

Nichols | Jackson LLP

Attn: Rowlett City Attorney

1800 Ross Tower

500 North Akard Street

Dallas, TX 75201

If to Company:

Oncor Electric Delivery Company LLC

Attn: Regulatory Affairs

1616 Woodall Rodgers Fwy. 6th floor

Dallas, TX 75202-1234

- 15.2 **Date of Notices; Changing Notice Address.** Notices shall be deemed given: (a) upon receipt in the case of personal delivery; (b) three (3) business days after deposit in the mail; or (c) the next business day in the case of overnight delivery. From time to time, either party may designate another address for this purpose by written notice to the other party delivered in the manner set forth above.

SECTION 16. Miscellaneous.

- 16.1 **Amendment of Franchise Agreement.** This Franchise Agreement may not be amended except pursuant to an Ordinance adopted by the City Council and agreed to in writing by Company, with said written agreement being filed in the office of the City Secretary.
- 16.2 **Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Franchise.
- 16.3 **Force Majeure.** In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the result of war, riot, civil commotion, or government conduct, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence and resulting delay.
- 16.4 **Criteria for Responses.** Responses by one party to requests from the other party must be given within a reasonable time to the extent not governed by this franchise or by applicable laws, rules or regulations.
- 16.5 **Non-Waiver of Breach.** Failure of a party to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the party shall have the right to declare any such breach or default within a reasonable time of its discovery subject to any applicable statute of limitations. Failure of either party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default. The waiver by either party of any breach or violation of any Provision of this Franchise shall not be deemed to be a

waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Franchise.

- 16.6 All ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.
- 16.7 Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.
- 16.8 An offense committed before the effective date of this ordinance is governed by prior applicable laws, rules and regulations as previously amended, in effect when the offense was committed, including the prior franchise agreement between City and Company, and the former law is continued in effect for this purpose subject to any applicable statute of limitations.
- 16.9 The recitals set forth above are hereby determined to be true and correct and are incorporated by reference as a part of this Agreement for all purposes.
- 16.10 This Franchise contains all of the agreements of the parties with respect to the subject matter covered in this Franchise and no prior or contemporaneous agreements or undertakings pertaining to any such matters shall be effective for any purpose.

SECTION 17. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ON THIS THE ____ DAY OF _____, 2025

APPROVED:

JEFF WINGET MAYOR

ATTEST:

Deborah Sorensen City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

4922-0741-0945, v2

4906-2646-5650, v. 2

Meeting Date: 1/6/2026

Agenda Item: 6.C.

Title

Consider action approving an award of contract for Bid No. 2026-14-B to Garret Shields Infrastructure, LLC.

Consider action to approve a resolution authorizing the award of a contract for Bid No. 2026-14-B Right Turn Lanes - Miller Rd and President George Bush Turnpike (PGBT) to Garret Shields Infrastructure, LLC for a price not to exceed \$1,839,281.84 (\$1,672,074.40 and a 10% contingency of \$167,207.44).

Staff Representative

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

Executive Summary

As part of an overall strategic priority to invest in transportation and infrastructure, the City Council has prioritized investing in transportation and infrastructure to ensure Rowlett is well-connected to local transportation networks and provides high-quality and sustainable roadway systems. The purpose of this item is to award a contract to Garret Shields Infrastructure, LLC, for the Right Turn Lanes — Miller Rd and PGBT.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Invest in Transportation & Infrastructure	6.1 Systematically manage the Capital Improvement Program. 6.4 Improve traffic flow across all transportation modes.

Background Information

Voters approved a paving and drainage bond proposition in May 2018 that included \$3.5M for constructing right turn lanes in several locations, which is programmed in the City's Capital Improvement Plan.

On October 21, 2019, a task authorization with Kimley Horn & Associates, Inc. was executed by City staff to provide evaluation and prioritization of right turn lanes at eight locations throughout the City of Rowlett. Kimley-Horn used existing traffic counts and Synchro models previously developed as part of the North Central Texas Council of Governments (NCTCOG) Regional Traffic Signal Retiming Program (RTSRP) to

analyze the operational impacts of installing right turn lanes at the eight intersection approaches.

On November 5, 2020, Council consented to proceed with the design and construction of the dedicated right turn lanes at eight locations throughout the City and prioritized the order of design and construction.

On February 2, 2021, Council approved a task authorization with Garver LLC., for the engineering design of the right turn lanes of the top (3) prioritized dedicated right turn lanes at Miller Road Eastbound onto PGBT SBFR, PGBT SBFR onto Westbound Miller Road (including an acceleration lane to the west), and Miller Road Westbound onto the PGBT NBFR.

Garver LLC. (consulting engineer) prepared an Engineer's Opinion of Probable Cost (EOPC) with pricing based on their industry experience, and the City evaluated the EOPC in relation to the bid price history of recent projects. The EOPC is \$2,015,517.00.

Seven responses were received, and the lowest responsible bid was from Garret Shields Infrastructure, LLC in the amount of \$1,672,074.40, which is \$343,442.60 less than the City's consulting Engineer's Opinion of Probable Cost.

Discussion

A Notice to Bidders was published in the Dallas Morning News on November 11 and November 18, 2025. A non-mandatory pre-bid meeting was held on November 19, 2025, at 10:00 AM. Sealed bids were received in the Purchasing Office until 2:00 PM on December 3, 2025. The sealed bids were publicly opened and read aloud online, in accordance with the Texas Local Government Code.

Seven firms submitted itemized bids for the Right-Turn Lanes – Miller Road and PGBT construction project. The project includes improvements at three locations: Miller Road eastbound onto the PGBT southbound frontage road, the PGBT southbound frontage road onto westbound Miller Road (including a westbound acceleration lane), and Miller Road westbound onto the PGBT northbound frontage road.

The scope of work consists of approximately 1,500 linear feet of 11.5- to 12.5-foot-wide right-turn lanes (roughly 2,060 square yards), 1,350 linear feet of 4-foot-wide concrete sidewalks (about 600 square yards), and 130 linear feet of drainage pipe extensions with new inlets. The project also includes installation of a traffic signal system comprising three signal mast-arm poles, four pedestrian poles, and two pedestrian push-button poles, along with all associated improvements.

The seven bids ranged from \$1,672,074.40 to \$2,212,894.00, as shown in Attachment 2.

After evaluating the bid submitted by Garret Shields Infrastructure, LLC, City staff

reached the following conclusions:

The bid amount of \$1,672,074.40 complies with all project requirements and specifications.

The firm's financial statements demonstrate financial stability and adequate capacity to complete the project.

As the project's design engineer, Garver LLC reviewed all bids and recommended awarding the contract to Garret Shields Infrastructure, LLC. Garver LLC's recommendation is provided in Attachment 3.

The project schedule requires substantial completion within 320 calendar days from the Notice to Proceed, with final completion to be achieved within 30 calendar days thereafter.

Financial/Budget Implications

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
ST2131	Right Turn Lanes- Miller Rd and PGBT: Priorities 1, 2 & 3	\$2,481,277.34	\$1,839,281.84	\$641,994.50
TOTAL		\$2,481,277.34	\$1,839,281.84	\$641,994.50

*The contract award for Bid No. 2026-14-B Right Turn Lanes - Miller Rd and PGBT to Garret Shields Infrastructure, LLC, is for a total amount not to exceed \$1,839,281.84. This includes a base price of \$1,672,074.40 plus a 10% contingency of \$167,207.44.

Recommended Action

Move to approve a resolution authorizing the award of a contract for Bid No. 2026-14-B Right Turn Lanes - Miller Rd and PGBT to Garret Shields Infrastructure, LLC, is for a total amount not to exceed \$1,839,281.84 (\$1,672,074.40 and a 10% contingency of \$167,207.44).

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS
AWARDING A CONTRACT FOR RFP 2026-15-B RIGHT TURN LANES – MILLER
ROAD AND PGBT TO GARRET SHIELDS INFRASTRUCTURE, LLC AS THE
LOWEST RESPONSIBLE BIDDER, FOR A TOTAL CONTRACT PRICE NOT TO
EXCEED \$1,839,281.84, REPRESENTING A BID OF \$1,672,074.40 AND A 10%
CONTINGENCY OF \$167,207.44; AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO NEGOTIATE ANY REMAINING TERMS OF AND TO EXECUTE
SUCH CONTRACT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City sought bids for RFP 2026-14-B for construction and installation of right turn lanes – Miller Road and PGBT (the “Project”); and

WHEREAS, seven responses were received and it was determined by City staff that the lowest responsible and responsive bidder was Garret Shields Infrastructure, LLC with a base bid of \$1,672,074.00; and

WHEREAS, Garver, LLC, as consulting engineer, has recommended acceptance of the bid of Garret Shields Infrastructure, LLC; and

WHEREAS, the City Council has further determined that the award of the contract for the Project to Garret Shields Infrastructure, LLC in the total contract amount not to exceed \$1,839,281.84, representing the base bid of \$1,672,074.40 and a 10% contingency of \$167,207.44, is in the best interest of the citizens of Rowlett;

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

Section 1: The City Council of Rowlett, Texas hereby awards Garret Shields Infrastructure, LLC the contract under RFP 2026-14-B for the construction and installation of right turn lanes -Miller Road to PGBT (the “Project”) for a total contract price not to exceed \$1,839,281.84, which includes a base bid of \$1,672,074.40 and a 10% contingency of \$167,207.44;

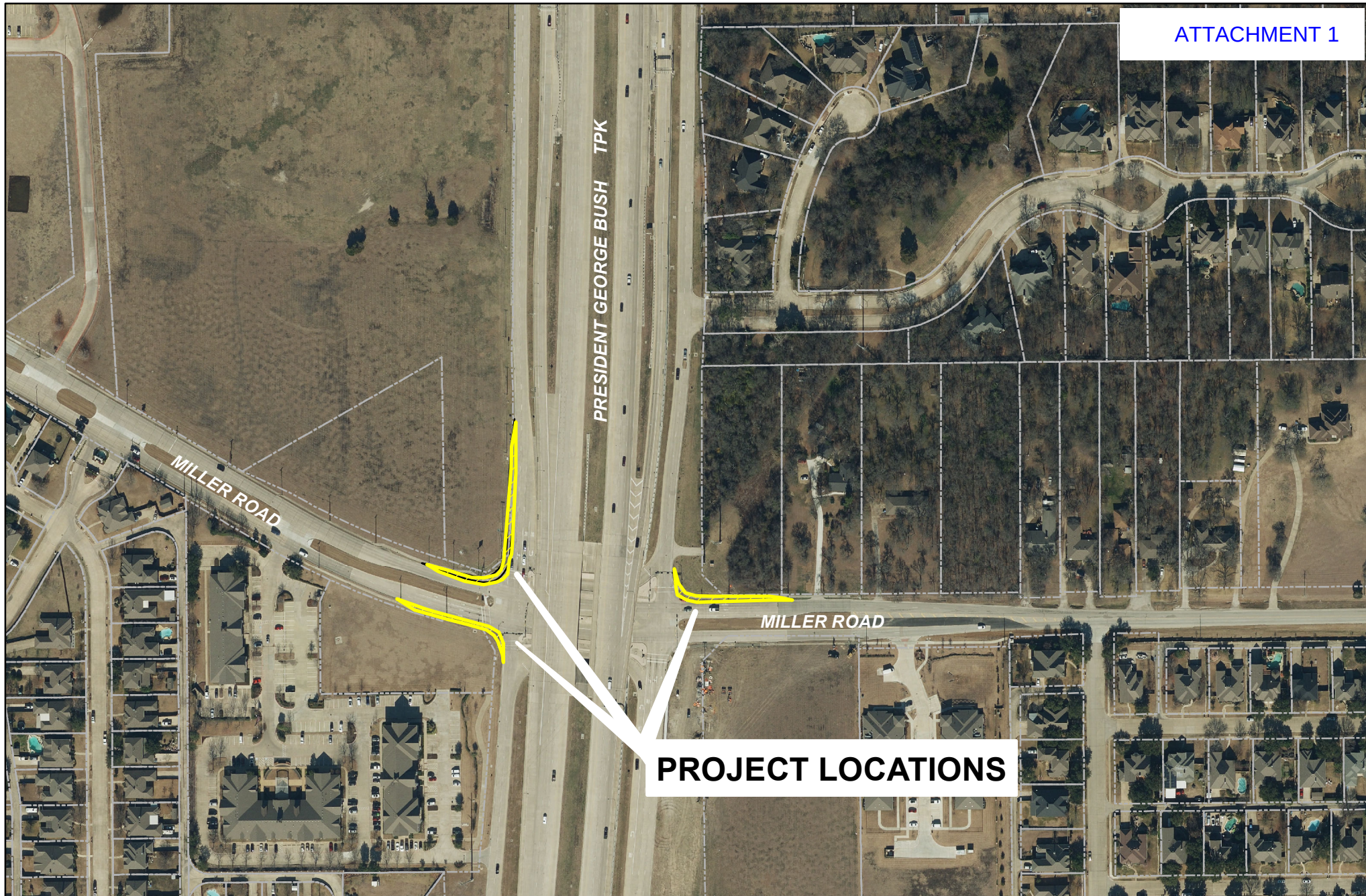
Section 2: The City Manager or his designee is hereby authorized to negotiate any remaining terms of the contract awarded by this resolution and to execute the same on behalf of the City.

Section 3: This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

Attachments

1. 2026-14-B Bid Tabulation and Tabulation Summary
2. Location Map
3. 2026-14-B Right Turn Lanes - Letter of Recommendation
4. 2026-14-B Construction Documents and Specifications - for execution

	CITY OF ROWLETT	
	BID TABULATION SUMMARY	
	Solicitation No.	Bid No. 2026-14-B
	Solicitation Title	Right Turn Lanes - Miller Rd and PGBT
	Solicitation Due Date:	12/3/2025 2:00pm
Responding Contractor	Total Base Bid	
Garret Shields Infrastructure, LLC	\$1,672,074.40	
Axis Contracting, Inc.	\$1,834,272.53	
JR West Texas Concrete LLC	\$1,889,354.53	
Jeske Construction Company	\$1,970,139.00	
GRod Construction, LLC	\$2,136,045.36	
XIT Paving and Construction Inc.	\$2,145,681.00	
McMahon Contracting LP	\$2,212,894.00	
All responses submitted for the designated project are reflected on this tabulation sheet. However, the listing of a response on this tabulation sheet shall not be construed as a comment on the responsiveness or as any indication that the City of Rowlett accepts such submission as being responsive. The City of Rowlett will make a determination as to the responsiveness of the vendor submission based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. Upon award of the contract, in accordance with the law, all responses received will be available for inspection at that time.		
Certified by: January Calhoun, CPPO, CPPB, Purchasing Manager		
Date: December 3, 2025		





3000 Internet Blvd
Suite 400
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

12/29/2025

Beena Jacob
CIP Manager
City of Rowlett
5702 Rowlett Road
Rowlett, TX 75089

Re: CIP No. ST-2131 / Bid 2026-14-B – Right Turn Lanes – Miller Road and PGBT

Recommendation of Award

Dear Ms. Jacob:

Bids were received for CIP Project No. ST-2131 – Right Turn Lanes – Miller Road and PGBT at the City of Rowlett Purchasing Office, at 2:00 PM on December 3, 2025. The bids have been checked for accuracy and for compliance with the contract documents.

A total of 7 bids were received on the project. Garret Shields Infrastructure, LLC submitted the low bid for the project in the amount of \$1,672,074.40. The Engineer's Opinion of Probable Cost was \$2,015,517.00.

Garret Shields Infrastructure provided references from the City of McKinney, City of North Richland Hills, City of Plano, City of Richardson, and the City of Sachse. They have maintained positive reviews from the reference checks we received back to date. We believe that the bid submitted by Garret Shields Infrastructure, LLC represents a good value for the City of Rowlett. Based on the information received from the bidder in response to the City's bid no. 2026-14-B RIGHT TURN LANES – MILLER RD AND PGBT, Garret Shields Infrastructure LLC is the lowest, responsive, and responsible bidder and we recommend award of Base Bid for the construction contract for CIP Project No. ST-2131 in the contract amount of **\$1,672,074.40** for Garret Shields Infrastructure, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

R. Jake Bennett, P.E.
Municipal Team Leader

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

RIGHT TURN LANES – MILLER RD AND PGBT

BID NO. 2026-14-B



CIP No. ST-2131

Prepared by:



GARVER
3000 Internet Blvd, Ste. 400
Frisco, TX 75034
(972)-377-7480

Consultant Project No. 20T46010

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SECTION 1 ADVERTISEMENT

Legal Advertisement

City of Rowlett Notice to Bidders

The City of Rowlett is accepting sealed bids for **BID NO. 2026-14-B RIGHT TURN LANES – MILLER RD AND PGBT**. Bids will be accepted online through bidnetdirect.com or delivered in hard copy to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099, before **2:00pm (CT) on December 3, 2025**. Bids will be publicly opened online and read in compliance with statutory requirements at 2:30pm on the day bids are due via a Microsoft Teams meeting as follows:

Meeting ID: 292 356 575 630 32

Passcode: wz9zG94P

Link: <https://teams.microsoft.com/meet/29235657563032?p=iNM6NQd4zFtoTCFqDD>

A non-mandatory pre-bid meeting will be held online on Wednesday, November 19, 2025, at 10:00am (CT) as follows:

Meeting ID: 298 175 604 517 3

Passcode: EN66VM79

Link: <https://teams.microsoft.com/meet/2981756045173?p=rIRGTC2aLMGuG0pHhU>

Bid documents are available for download at <https://www.bidnetdirect.com/texas/cityofrowlett>. For questions regarding this project, please email icalhoun@rowlett.com.

Publish dates: 11/11/2025 and 11/18/2025
Bid Number 2026-14-B

SECTION 2 NOTICE TO BIDDERS

NOTICE TO BIDDERS

The City of Rowlett ("City") is accepting competitive sealed bids for **BID NO. 2026-14-B RIGHT TURN LANES - MILLER RD AND PGBT**. Bids will be accepted online through bidnetdirect.com or delivered in hard to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099 until **2:00pm (CT) on December 3, 2025**. Any bids received after this time will not be accepted and will be returned unopened. **Bids will be publicly opened and read in compliance with statutory requirements at 2:30pm on the day bids are due.** To participate in the public bid opening, please use the following:

Meeting ID: 292 356 575 630 32

Passcode: wz9zG94P

Link: <https://teams.microsoft.com/meet/29235657563032?p=iNM6NQd4zFtoTCFqDD>

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of CIP No. ST-2131 Right Turn Lanes – Miller Road and PGBT including but not limited to concrete and asphalt paving, subgrade improvements, grading, sidewalk construction, storm drain improvements, water improvements, traffic signal improvements, signing and pavement markings, erosion control, and traffic control.

The successful bidder will begin construction within 10 calendar days after the issuance of the Notice to Proceed. Substantial completion of the work will be achieved within 320 calendar days of the date indicated on the Notice to Proceed and final completion will be achieved within 30 calendar days after substantial completion.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, payable without recourse to the City of Rowlett, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the City, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be downloaded free of charge from Current Bidding Opportunities by completing the no-cost vendor registration at the following link: <https://www.bidnetdirect.com/texas/cityofrowlett>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through bidnetdirect.com or via email directly to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com. The deadline for receipt of questions and requests for clarifications is **12:00pm**

on Thursday, November 20, 2025. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or City.

SECTION 3 INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Instructions: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted unless bidder takes exception in writing when submitting bid.
2. Submittal Deadline: The City of Rowlett (City) is accepting bids until **2:00pm on Wednesday, December 3, 2025**.
3. Submittal Location: Bids will be accepted online through bidnetdirect.com or delivered in hard copy to the Purchasing Office, c/o the City of Rowlett Action Center, 4000 Main St., Rowlett, TX 75088, or mailed to PO Box 99, Rowlett, TX 75030-0099.
4. If submitting a hard copy bid, Bidder shall submit one (1) original and one (1) electronic copy of their bid on a thumb drive in a **sealed envelope clearly marked with their name and BID NO. 2026-14-B RIGHT TURN LANES – MILLER RD AND PGBT**. Bidder shall complete all requested information and submit all required documents.
5. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its sole option and within its sole discretion, waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 90 days after actual date of the opening thereof.
6. Bid Opening: **The bid opening will be conducted online on Wednesday, December 3, 2025 @ 2:30pm**. To participate in the bid opening, please use the following:

Meeting ID: 292 356 575 630 32
Passcode: wz9zG94P
Link: <https://teams.microsoft.com/meet/29235657563032?p=iNM6NQd4zFtoTCFqDD>
7. Bid Documents: Copies of Plans, Specifications, and Contract Documents may be downloaded from Current Bidding Opportunities by completing the no-cost vendor registration at the following link: <https://www.bidnetdirect.com/texas/cityofrowlett>.
8. Questions and Requests for Clarification: Questions and requests for clarifications in regards to this bid should be submitted in writing through bidnetdirect.com or via email directly to January Calhoun, Purchasing Manager at jcalhoun@rowlett.com. The deadline for receipt of questions and requests for clarifications is **12:00pm on Thursday, November 20, 2025**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or City.
9. Addenda: If it becomes necessary to provide additional information to potential Bidders, the City of Rowlett Purchasing Office will issue an addendum containing the necessary information.
10. Pre-Bid Meeting: A pre-bid meeting will be held for this project online at **10:00am, Wednesday November 19, 2025**. Attendance is optional. To participate in the pre-bid meeting, please use the following:

Meeting ID: 298 175 604 517 3
Passcode: EN66VM79
Link: <https://teams.microsoft.com/meet/2981756045173?p=rIRGTC2aLMGuG0pHhU>

SECTION 4 STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS



STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS CONSTRUCTION

Revised February 12, 2025

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **PROPRIETARY INFORMATION:** All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.
12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax-Exempt Form will be provided by the City upon request. A request for a Tax-Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.
13. **WITHDRAWAL OF OFFER:** Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.
14. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.
15. **PREPARATION COST:** All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.
16. **TESTING:** At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.
17. **SAMPLES:** At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.
18. **QUALITY:** Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.
22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.
24. **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>.

25. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.
26. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
27. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required
 - B. Ability to comply with the required or proposed delivery schedule
 - C. Have a satisfactory record of performance
 - D. Have a satisfactory record of integrity and ethics
 - E. Be otherwise qualified and eligible to receive an award
28. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
- The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
- A. The purchase price
 - B. The reputation of the vendor and of the vendor's goods or services
 - C. The quality of the vendor's goods or services
 - D. The extent to which the goods or services meet the City's needs
 - E. The vendor's past relationship with the City
 - F. The total long-term cost to the City to acquire the vendor's goods or services
 - G. Any relevant criteria specifically listed herein
29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.
30. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

31. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.
32. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).
34. **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.
35. **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.
36. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.
37. **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all vendor's records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **INDEMNITY**: The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.

40. **INDEMNITY; PATENT RIGHTS:** The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.

41. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

42. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.

43. **REMEDIES:** The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

44. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.

45. **ENERGY BOYCOTT:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

46. **FIREARMS:** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

47. **CRITICAL INFRASTRUCTURE:** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
48. **ANTI-BOYCOTT ISRAEL VERIFICATION:** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.
49. **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each

of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**SECTION 5 ADDITIONAL CONDITIONS FOR PUBLIC WORKS
CONSTRUCTION CONTRACTS**

ADDITIONAL CONDITIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS

1. **APPLICATION:** The following additional conditions apply to projects for which a Public Works Construction Contract will be executed.
2. **QUALIFICATIONS OF BIDDER:** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. The following list is not exclusive:

Five (5) Prior Projects: Bidder participants, whether general contractor, prime contractor, joint venture contractor or subcontractor, shall provide documented evidence of having completed at least five (5) projects for the installation and construction of facilities similar in nature to the project being bid and having 10 years experience. Bidder shall be required to submit references of previous projects to enable the City to verify references. This experience documentation shall be submitted prior to, and as a special requirement for, being considered for award of the contract for the subject project. Any bid may be rejected if the City determines that the Bidder has not provided documented evidence of having successfully and timely completed at least five (5) projects that are similar in nature, scope, and size as that contemplated herein. The city may make inquiry with the owners of any other projects. Conditional bids will not be accepted. This information should include at a minimum:

Names and addresses of similar projects

Owner's Name

Owner's representative including telephone number and email address

Architect or Engineer Name

Architect or Engineer representative including telephone number and email address

Financial Statements: A bid may be rejected if the City determines that the bidder lacks sufficient financial resources or soundness to commence, operate and complete the Project. Bidders shall, in addition to other documents required herein, provide recent financial statements covering the two immediately preceding calendar years. Financial statements should be marked or stamped "CONFIDENTIAL" by the Bidder and, to the fullest extent allowed by law, will be kept and maintained as confidential by the City. Financial statements must demonstrate sufficient assets, resources, and income, based on the nature, scope and size of the Project, to demonstrate to the City's sole satisfaction, that the Bidder has the financial capacity to fully perform the Project. The City's review and evaluation of the financial soundness of the Bidder is solely and exclusively within the City's sole discretion.

Subcontractors: At least 51% of the work must be completed by the primary contractor and the City reserves the right to approve all sub-contractors. Sub-contractor information must be submitted with the bid for evaluation.

3. **BID SECURITY:** Each bid must be accompanied by a certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the city, in the amount of 5% of the bid. Such checks will be returned thirty days after the award of the contract, or, if no award has been made within 120 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City the security deposited with his bid.

4. **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the specified time as stated in the proposal.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS PROJECT. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY FOR TIME OF COMPLETION. FAILURE TO MEET THE CONTRACTUAL DEADLINE, OR A DELAY IN MEETING PROJECT SCHEDULES, MAY BE DEEMED A DEFAULT.

Liquidated damages may be imposed per Section 3.4.1 of the Public Works Construction Contract due to work delay.

5. **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish Performance Bond in the amount of one hundred fifteen percent (115%) and Payment Bond in the amount of one hundred percent (100%) of the total contract price as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the Special Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City.
6. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his bid. This liquidated damage amount is not a penalty but is, instead, a reasonable forecast of actual damages that the City may sustain were the bidder to default.
7. **MAINTENANCE BOND:** A Maintenance Bond for two years from the formal date of final acceptance in the amount of 100% of the final contract price to cover defective workmanship of materials is required for all projects as discussed in the Special Conditions.
8. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
9. **CONDITIONS OF WORK:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor and will be responsible for coordination with utilities on site.
10. **ADDENDA AND INTERPRETATIONS:** Bidders are responsible for a thorough review of the contract documents, plans and specifications. Bidders shall assume all risk of any ambiguities. Thus, it is imperative that bidders be familiar with the contract documents as well as the job site. If there is any ambiguity in the plans and specifications that give rise to two or more different interpretations of the work called for, the bidder will be assumed to have bid the most expensive alternative.

No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any bidder orally. Every inquiry or request for such interpretation should be in writing addressed to the Purchasing Office at purchasing@rowlett.com and any architectural or engineering firm included in any special instructions. To be given consideration requests must be received at least three days prior to the date fixed

for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted through the eProcurement at <https://www.bidnetdirect.com>. Bidders are expected to check the eProcurement system for all addenda not later than two days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. **NOTICE OF SPECIAL CONDITIONS:** Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials
 - b. Insurance requirements
 - c. Prevailing Wage rates
 - d. Stated allowances
 - e. 100% maintenance bond (Construction projects exceeding \$50,000)
 - f. 100% payment bond (Construction projects exceeding \$50,000)
 - g. 115% performance bond (Construction projects exceeding \$100,000)
12. **LAWS AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
13. **OBLIGATION OF BIDDERS:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to his bid.
14. **WORK ORDER CHANGES:** It is understood that the quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. Any change order will be approved by the City prior to work being started on said change.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The City reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount except as noted in the Measurement and Payment Section. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

The City reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

The time for performance set forth in the contract documents contemplates normal bad weather days and typical construction delays. Extensions in the time for performance may be given or allowed for if and only if the extension is approved by the City and the approval is evidenced by a written and signed Change Order.

15. **MINIMUM WAGE RATES:** Each bidder, contractor or subcontractor shall comply with the Texas Minimum Wage Act, Texas Labor Code regarding prevailing minimum wages.
16. **RETAINAGE:** Retainage will be withheld on this project according to Section 5.2.5 of the Public Works Construction contract.
17. **DIGITAL DATA SUBMISSION:** Any contract that requires a mapping submission must meet the standards stated per document "Digital Data Submissions Standards" provided on page 22.
18. **SALES TAX LAW:** Legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property which will be incorporated into and become a part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the Contractor becomes a "seller" of those materials which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The Contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The Contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials which are to be incorporated into the project. The bidder should therefore be certain, when completing the bid form, to separate the bid as provided on the bid form. The successful bidder, prior to award of a construction contract, shall furnish a complete bid form separating by each item taxable and non-taxable amounts of the amount bid.

19. **PREFERENCE FOR RECYCLED PRODUCT:** Per Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 328, Subchapter k., Rule 328.203, the City of Rowlett is required to give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules.

The City relies on vendors to correctly represent the products offered in response to a solicitation and will not be responsible for incorrect information provided by an offeror/vendor. Categories of recycled products and recommended percentages of post-consumer materials and total recovered materials content can be found in the Environmental Protection Agency's Comprehensive Procurement Guidelines at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#).

20. **WORKING DAYS AND HOURS:** The contractor must commence work within ten (10) days of the notice to proceed or work order date. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. No work is allowed on Sundays or official City holidays. The Contractor has the option of working on Saturdays at the City's discretion. Prior written authorization from the City is required.

Requests for after-hours engineering inspections must be submitted in writing at least 48 hours in advance, with cancellations communicated by 4:00 P.M. the day before to avoid a two-hour minimum fee; same-day cancellations, except for weather-related issues, will incur the same charge. The after-hours inspection fee is \$75 per hour, with a minimum of two hours, and project acceptance is contingent upon the full payment of all inspection fees. Any work done without proper inspection is subject to removal and replacement as directed by the City.

Digital Data Submission Standards

The City of Rowlett has adopted geographic information system (GIS) technologies to store, manage, and maintain spatially related (geographic) data. The land development, civil engineering, and surveying communities have also embraced digital technologies in their respective professional communities. Because development plans are now created using computer aided design and drafting (CAD), it is the goal of City of Rowlett to leverage such advanced techniques to expedite the design and plan review processes within the city. For such an effort to succeed, standards must be implemented to allow CAD data to be integrated into the City's GIS while preserving the referential and positional accuracy of the original measurements. These standards will enhance file transfer abilities between the City of Rowlett, developers, and engineers as well as between departments of the City of Rowlett. The process will also improve efficiency in the form of data input time, cost, manpower, and services at the City of Rowlett.

Each submission must contain:

- One digital CAD file of the plan .dwg or .dxf or ESRI .shp file.
- One digital PDF of the plan.

Digital File Format:

- Autodesk Autocad .dwg format version 2000 – 2013 or a .dxf format.
- ESRI .shp format must also include associated .dbf, .shx files.
- No polylines or annotation shall be stored in blocks. Explode all blocks that do exist. (Block references migrate to GIS as a single point at the block's insertion point).
- No annotation shall be included in any feature layer and no feature shall be included in any annotation layer. Annotation for each layer shall be placed in annotation layers.
- Drawing features shall include layer names. Systems using numbered levels, such as Microstation, must include a conversion table in the .dxf file creation process that can be used to specify named layers.
- Closure is critical in converting CAD elements to GIS features. If appropriate (ie. parcel boundaries, subdivision boundary, buildings), all polygonal features shall be 'snapped' closed.

Spatial Reference Information:

Digital data provided to or produced for the city must be georeferenced. Please tie all surveys to the State Plane coordinate system. The standard coordinate system for City:

<i>Projected coordinate system name:</i>	NAD1983 State Plane Texas North Central FIPS 4202
<i>Geographic coordinate system name:</i>	GCS North American 1983
<i>Map Projection Name:</i>	Lambert Conformal Conic
<i>Planar Distance Units:</i>	Survey Feet

Delivery:

Send an email with the CAD drawings along with the title of the drawing, type of drawing (e.g., As-built, Final Plat, etc). For any questions, please email gis@rowlett.com

SECTION 6 BID FORMS

BID FORM
BID NO. 2026-14-B
RIGHT TURN LANES – MILLER RD AND PGBT

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Item	Description	UOM	Price	Quantity	Total Cost
1	Mobilization (refer to S.C. 67 for payment schedule) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Lump-Sum	\$35,000.00	1	\$35,000.00
2	Traffic Control Implementations - Barricades, Signs and Traffic Handling (incl. all detouring, electronic signs, signage, temp striping, and barriers) (refer to S.C. 14); Complete in place.	Month	\$4,000.00	12	\$48,000.00
3	Implementation of Storm Water Pollution Prevention Plan inc. Install/Maint./Removal of Silt Fence and Inlet Protection (refer to S.C. 35) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Lump-Sum	\$10,000.00	1	\$10,000.00
4	Trench Safety Design (For all project pipe installation) (refer to S.C. 20) - Item includes all appurtenances, labor, material, equipment, and incidentals; Complete in place.	Lump-Sum	\$5,000.00	1	\$5,000.00
5	Unclassified Street Excavation (refer to S.C. 62) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Cubic Yard	\$40.00	2,400.00	\$96,000.00
6	Embankment (not for use in paving subgrade) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Cubic Yard	\$40.00	200	\$8,000.00
7	General Site Preparation - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Station	\$5,000.00	16	\$80,000.00
8	Remove and Replace Exist Tree (4" to 12" Dia) (Match Exist Species) (refer to S.C. 49) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,000.00	6	\$6,000.00
9	Remove Exist Inlet (regardless of size) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$2,000.00	11	\$22,000.00
10	Full Depth Sawcut, Rem. and Disp. of Conc Pvmt (incl. curb and gutter) (refer to S.C. 34) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$40.00	420	\$16,800.00
11	Full Depth Sawcut, Rem. and Disp. of Concrete Sidewalk and Ramp (refer to S.C. 34) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$40.00	620	\$24,800.00
12	Remove and Relocate Sign (incl. post and base) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$500.00	6	\$3,000.00

13	Remove Exist Storm Drain RCP (18"-24" dia.) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$50.00	40	\$2,000.00
14	Adjust Exist Storm Sewer Manhole (replace w/new Ring and Cover) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,000.00	2	\$2,000.00
15	Adjust Water Valve to New Grade - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$500.00	6	\$3,000.00
16	Remove and Salvage Exist Fire Hydrant (Return to City Public Works) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,000.00	3	\$3,000.00
17	Furnish and Install 11" Reinf. Concrete Pavement (CRCP) (incl 6" monolithic concrete curb) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$120.00	2,060.00	\$247,200.00
18	Furnish and Install Dense Graded HMA (SQ) (TY D) PG64-22 (4") - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Ton	\$210.00	530	\$111,300.00
19	Furnish and Install 12" Cement Treated Subgrade (5% Cement) (Road Mixed) (refer to S.C. 37) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$40.00	2,400.00	\$96,000.00
20	Furnish and Install Cement (54#/SY) (refer to S.C. 37) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Ton	\$100.00	65	\$6,500.00
21	Furnish and Install Embankment (Final) (Dens Cont) (Ty C) (21") (refer to Typical Sections for Ty C Requirements) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Cubic Yard	\$40.00	1,400.00	\$56,000.00
22	Furnish and Install 4" Thick Wide Concrete Sidewalk (Up to 6' wide) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$100.00	600	\$60,000.00
23	Furnish and Install Curb Ramp TxDOT TY 7 (regardless of width) (incl. truncated domes and curb if req'd) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$3,000.00	6	\$18,000.00

24	Furnish and Install Pedestrian Railing (TXDOT PRD-13 TYP F) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$200.00	128	\$25,600.00
25	Furnish & Install 24" RCP (Class III)(incl. collars and connections to existing and proposed storm drains) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$150.00	130	\$19,500.00
26	Furnish and Install Trench Protection (Storm Drain) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$10.00	130	\$1,300.00
27	Furnish and Install 6' Standard Inlet - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$6,000.00	1	\$6,000.00
28	Furnish and Install 8' Inlet - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$8,000.00	1	\$8,000.00
29	Furnish and Install 12' Recessed Inlet - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$10,000.00	2	\$20,000.00
30	Furnish and Install 14' Recessed Inlet - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$12,000.00	3	\$36,000.00
31	Furnish and Install Single Grate Drop Inlet NTTA Type C (Including 5-inch concrete Rip Rap) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$5,000.00	1	\$5,000.00
32	Furnish and Install Triple Grate Drop Inlet NTTA Type C (Including 5-inch concrete Rip Rap) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$15,000.00	2	\$30,000.00
33	Furnish and Install TxDOT PCU with 2 Extensions - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$10,000.00	1	\$10,000.00
34	Furnish and Install Fire Hydrant Assemble (incl. connections to existing and proposed waterlines) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$16,000.00	3	\$48,000.00
35	Furnish & Install Water Line - PVC (DR 14)(6")(incl. all connections, bends, cones, collars, and fittings required for installation) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$180.00	40	\$7,200.00

36	Furnish and Install 6" Gate Valve - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$6,000.00	2	\$12,000.00
37	Furnish and Install 6" Cap - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$3,000.00	1	\$3,000.00
38	Furnish and Install Bermuda Block Sod (incl. 6" topsoil) (refer to S.C. 32) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Yard	\$10.00	1,700.00	\$17,000.00
39	Furnish and Install Aluminum Signs (TY A) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Square Foot/Feet	\$40.00	82	\$3,280.00
40	Furnish and Install IN SM RD SN SUP and AM TYTWT(1)(WS)(P) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$800.00	9	\$7,200.00
41	Furnish and Install IN SM RD SUP and AM TY10BWG(1)SB(U) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,000.00	2	\$2,000.00
42	Furnish and Install Refl Pav Mrk TY I (W) 8" (DOT) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$3.10	106	\$328.60
43	Furnish and Install Refl Pav Mrk TY I (W) 8" (SLD) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Ton	\$2.60	738	\$1,918.80
44	Furnish and Install Refl Pav Mrk TY I (W) 12" (SLD) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$6.20	182	\$1,128.40
45	Furnish and Install Refl Pav Mrk TY I (W) 24" (SLD) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Inch	\$11.20	60	\$672.00
46	Furnish and Install Refl Pav Mrk TY I (W) (ARROW) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$263.00	13	\$3,419.00

47	Furnish and Install Refl Pav Mrk TY I (W) (WORD) (100MIL) (incl. Surface Prep and Sealer) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$275.00	5	\$1,375.00
48	Furnish and Install Veh Sig Sec (12-in) LED (GRN) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$466.00	5	\$2,330.00
49	Furnish and Install Veh Sig Sec (12-in) LED (GRN ARW) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$480.00	10	\$4,800.00
50	Furnish and Install Veh Sig Sec (12-in) LED (YEL) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$460.00	6	\$2,760.00
51	Furnish and Install Veh Sig Sec (12-in) LED (YEL ARW) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$480.00	9	\$4,320.00
52	Furnish and Install Veh Sig Sec (12-in) LED (RED) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$160.00	11	\$1,760.00
53	Furnish and Install Veh Sig Sec (12-in) LED (RED ARW) (ORIUX, DIALIGHT, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$180.00	4	\$720.00
54	Furnish and Install Ped SIG Head (Countdown) (DIALIGHT or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,150.00	6	\$6,900.00
55	Furnish and Install Backplate w/refl Brdr (3 SEC) (ORIUX, ECONOLITE, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$156.00	9	\$1,404.00
56	Furnish and Install Backplate w/refl Brdr (4 SEC) (ORIUX, ECONOLITE, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$231.00	2	\$462.00
57	Furnish and Install Backplate w/refl Brdr (5 SEC) (ORIUX, ECONOLITE, or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$281.00	2	\$562.00

58	Furnish and Install Louver (12") (Adjustable) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$485.00	3	\$1,455.00
59	Furnish and Install LED Luminaire Fixtures (250 W) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$920.00	3	\$2,760.00
60	Furnish and Install Video Detection Camera (ITERIS or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$8,000.00	8	\$64,000.00
61	Furnish and Install Ped Detect Push Button (APS) (POLARA or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,120.00	6	\$6,720.00
62	Furnish and Install Signal Pole (Mast Arm 48') (LUM) and (ILSN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$20,000.00	1	\$20,000.00
63	Furnish and Install Signal Pole (Mast Arm 55') (LUM) and (ILSN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$42,000.00	1	\$42,000.00
64	Furnish and Install Signal Pole (Mast Arm 60') (LUM) and (ILSN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$46,000.00	1	\$46,000.00
65	Furnish and Install Pedestrian Pedestal Pole (12') (PELCO or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$2,600.00	4	\$10,400.00
66	Furnish and Install Pedestrian Push Button Pole (5') (PELCO or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$2,400.00	2	\$4,800.00
67	Removing Traffic Signals - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$11,500.00	1	\$11,500.00
68	Furnish and Install Ground Box Ty D (162922) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,800.00	3	\$5,400.00
69	Remove Ground Box - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$381.00	3	\$1,143.00

70	Remove Ped Pole Assembly - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,200.00	2	\$2,400.00
71	Furnish and Install Drill Shaft (Traffic Signal Pole) (24 IN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$235.00	32	\$7,520.00
72	Furnish and Install Drill Shaft (Traffic Signal Pole) (36 IN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$600.00	14	\$8,400.00
73	Furnish and Install Drill Shaft (Traffic Signal Pole) (48 IN) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$1,150.00	44	\$50,600.00
74	Furnish and Install Conduit (PVC) (Sch 40) (4-in) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$25.00	820	\$20,500.00
75	Furnish and Install Conduit (PVC) (Sch 40) (4-in) (Bore) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$68.00	555	\$37,740.00
76	Furnish and Install Elec Condr (No. 4) Bare - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$5.00	440	\$2,200.00
77	Furnish and Install Elec Condr (No. 4) Insulated - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$5.00	440	\$2,200.00
78	Furnish and Install Elec Condr (No. 8) Bare - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$2.75	1,310.00	\$3,602.50
79	Furnish and Install Elec Condr (No. 12) Insulated - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$1.50	2,775.00	\$4,162.50
80	Furnish and Install Video Detection Ethernet Cable (ITERIS or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$2.90	2,576.00	\$7,470.40
81	Furnish and Install Trf Sig Cbl (TY C) (12 AWG) (2 Condr) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$3.10	3,120.00	\$9,672.00

82	Furnish and Install Trf Sig Cbl (TY A) (14 AWG) (5 Condr) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$4.25	492	\$2,091.00
83	Furnish and Install Trf Sig Cbl (TY A) (14 AWG) (7 Condr) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$4.50	203	\$913.50
84	Furnish and Install Trf Sig Cbl (TY A) (14 AWG) (10 Condr) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$4.70	1,780.00	\$8,366.00
85	Furnish and Install Trf Sig Cbl (TY A) (14 AWG) (20 Condr) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$5.80	1,530.00	\$8,874.00
86	Furnish and Install Tray Cable (3 CONDR) (12 AWG) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$3.75	1,605.00	\$6,018.75
87	Furnish and Install Red Light Confirmation Cable - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$3.75	75	\$281.25
88	Furnish and Install Preemption Detector Cable (Opticom or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$2.70	1,861.00	\$5,024.70
89	Furnish and Install Preemption Detector (Opticom or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$2,600.00	3	\$7,800.00
90	Furnish and Install Pan Tilt Zoom Camera (AXIS or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Each	\$1,250.00	2	\$2,500.00
91	Furnish and Install Ethernet Cable (AXIS or Approved Equal) - Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place.	Linear Foot/Feet	\$4.00	505	\$2,020.00

\$1,672,074.40

BID CERTIFICATION FORM
BID NO. 2026-14-B

The undersigned bidder having thoroughly examined the contract documents, including plans, specifications, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment, and material, except as specified to be furnished by the City, which is necessary to fully complete all of the work as provided in the plans and contract documents and subject to the inspection and approval of the City of Rowlett, Texas, and binds himself upon acceptance and award of this bid to execute a contract and furnish all required insurance, sureties and bonds, as may be required by the contract documents for the performing and completing of said work. Contractor proposes to do the work within the time stated at the bid prices submitted on the Bid Form and agrees to abide by the terms and statutory requirements governing the solicitation process.

A. FIRM INFORMATION

Legal Name of Vendor: Garret Shields Infrastructure, LLC

Tax ID Number: 87-3529691 Telephone No: 972-880-0899

State of Formation: Texas Year of Formation: 2021

Address: 5465 Legacy Dr Suite 120
Plano, TX 75024

Contact Name and Title: Rick Sulzer, P.E. President & CEO

Contact Email Address: Rick.Sulzer@garretshields.com

B. ADDENDA

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the bid by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

Recognizing this responsibility, the bidder hereby acknowledges receipt of the following Addenda:

Addendum <u>1</u>	Initial <u>RS</u>	Addendum _____	Initial _____
Addendum <u>2</u>	Initial <u>RS</u>	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____

The failure of the bidder to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the bid as being non-responsive, or (ii) to accept the bid, in which event the bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

C. CERTIFICATION

Within ten (10) days after acceptance of this Proposal, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of the Contract. The attached bid security in the amount of 5% is to become the property

of the Owner in the event the contract and bond or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors, or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against.

The bidder agrees to begin construction within 10 calendar days after the issuance of the Notice to Proceed with Construction (Work Order). **Substantial completion of the work will be achieved within 320 calendar days of the date indicated on the Notice to Proceed and final completion will be achieved within 30 calendar days after substantial completion.**

I certify that I have the legal authority to bind the bidder listed above, and I further certify that there are no objections to any of the terms and conditions listed in this bid document.

Signature of Authorized Representative: 

Printed Name and Title of Authorized Representative: Rick Sulzer, P.E.

Date of Certification: December 03, 2025

SUBCONTRACTOR FORM

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and
2. The following list includes all subcontractors who will perform work on this contract.
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

[illegible]

BID BOND
BID NO. 2026-14-B

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That we Garret Shields Infrastructure, LLC hereinafter referred to as "Principal", and United States Fire Insurance Company, a corporation organized and existing under the laws of the State of Delaware, with its principal office in the City of Morristown and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", in the full and just sum of Five Percent (5%) of Total Amount Bid Dollars (\$ 5% TAB) (five percent (5%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, upon demand of the Owner, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to perform, as described in these Contract Documents; and

WHEREAS, the Contractor desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this bid.

NOW, THEREFORE, The conditions of this obligation are such that if the Bid is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of form and manner required by the Owner, and execute a sufficient and satisfactory contract Performance Bond in an amount of One Hundred Fifteen Percent (115%), and a Payment Bond and Maintenance Bond, in an amount of One Hundred Percent (100%) of the total Contract price, each payable to the Owner, in form and with security satisfactory to said City of Rowlett, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Rowlett, upon demand, the amount hereof in good and lawful money of the United States of America not as a penalty but as liquidated damages.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties, must appear on the Treasury Department's most current list "A" Rating or better (Circular 570 as amended), and be authorized to transact business in the State of Texas.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

[Signatures on the next page]

IN TESTIMONY THEREOF, The Principal and Surety have caused these presents to be duly signed and sealed this, the 26th day of November, 2025.

ATTEST:

By: [Signature]
Signature
Elizabeth Huber
Printed Name
AP Manager
Title
5465 Legacy Pr. Suite 120
Address
Plano, TX 75024
City, State, Zip Code
469-900-9285
Phone Number

PRINCIPAL: Garret Shields Infrastructure, LLC

Garret Shields Infrastructure, LLC
Company Name
By: [Signature]
Signature
Rick Surzar
Printed Name
PRESIDENT
Title
5465 Legacy Dr., Suite 120,
Address
Plano, Texas 75024
City, State, Zip Code
972-880-0899.
Phone Number

ATTEST:

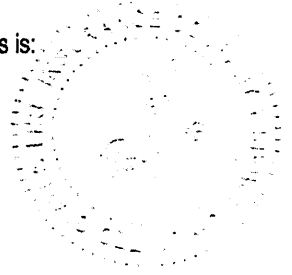
By: [Signature]
Signature
Brian Ishmael
Printed Name
Witness
Title
5710 LBJ Fwy., Suite 235
Address
Dallas, Texas 75240
City, State, Zip Code
214-989-7047
Phone Number

SURETY: United States Fire Insurance Company

By: [Signature]
Signature
Sean McCauley, Jr.
Printed Name
Attorney-in-Fact
Title
305 Madison Avenue
Address
Morristown, New Jersey 07960
City, State, Zip Code
(973) 490-6600
Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: McCauley Bond Agency, Attn: Sean McCauley, Jr.
STREET ADDRESS: 5710 LBJ Fwy., Suite 235
CITY, STATE, ZIP: Dallas, Texas 75240



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

11393

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sean McCauley, Jr., Sarah Timmons, Ashlyn Simchik, Jarrod Yost, Sam Duckett, Bridget Truxillo, Liam Hackett

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 21st day of April, 2025.



UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Rubin, President

State of New Jersey)
County of Morris)

On this 21st day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of November 20 25



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Texas Department of Insurance



Certificate No. 13510

Company No. 08-095866

Certificate of Authority

THIS IS TO CERTIFY THAT

UNITED STATES FIRE INSURANCE COMPANY

WILMINGTON, DELAWARE

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

31st day of December A.D. 2003

JOSE MONTEMAYOR
COMMISSIONER OF INSURANCE

BY

Godwin Ohacchesi

Godwin Ohacchesi, Director
Company Licensing & Registration

SECTION 7 INSURANCE REQUIREMENTS AND BOND FORMS

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;	City to be named as additional insured

	• \$2,000,000 combined single limits	
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**

WORKERS' COMPENSATION INSURANCE COVERAGE

WC.1

DEFINITIONS

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC- 81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the contractor's/persons work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 1.03): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, CITY-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

WC.2

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

WC.3

The contractor must provide a certificate of coverage to governmental entity prior to being awarded the contract.

WC.4

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

WC.5

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the

project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project, and,

- (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

WC.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

WC.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knows or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

WC.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.

WC.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - (b) a new certificate of coverage showing extension of

coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

WC.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

WC.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

WC.12 The contractor shall indemnify the governmental entity and hold it harmless for any amounts sought against the governmental entity by any employee or independent sub-contractor. The contractor further agrees to assist City in the defense of any attempts to assert a worker's compensation subrogation lien by any medical insurer, including, but not limited to, the release and disclosure of all files and documents that would be relevant or pertinent to the City's defense.

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____ hereinafter referred to as "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$_____) (one hundred percent (115%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2026-14-B

RIGHT TURN LANES – MILLER RD AND PGBT

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

Company Name

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

[Signatures continued on following page]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

SURETY:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Performance Bond must be **same date as Contract**. Date on Page 2 of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2026-14-B

RIGHT TURN LANES – MILLER RD AND PGBT

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

Company Name

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone Number

Phone Number

[Signatures continued on following page]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

SURETY:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Payment Bond must be **same date as Contract**. Date on Page 2 of Payment Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called "Principal; and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety (herein referred to as "Surety"), are held and firmly bound unto the **CITY OF ROWLETT**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$ _____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

WHEREAS, the Principal entered into a certain Contract with the City of Rowlett, the Owner, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2026-14-B

RIGHT TURN LANES – MILLER RD AND PGBT

in the City of Rowlett, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the City Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void;

otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

Company Name

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

[Signatures continued on following page]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

SURETY:

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Phone Number

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

SECTION 8 PREVAILING WAGE RATES

Pertinent Information Regarding Wage Rate Determinations and Monitoring

1. The Prevailing Wage Rate Determination is defined as (1) the Prevailing Wage Rate Determination Information sheet (document number WR1001), (2) the Prevailing Wage Rate Determination for Building Construction Trades, and (3) the Department of Labor (DOL) Heavy Highway Determination. The DOL Heavy Highway rates are to be paid to workers engaged in site work determined to be five (5) feet beyond the building, extending to the property boundary.
2. The General Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. It shall be the responsibility of the City to ensure compliance.
3. The City shall ensure that not less than the posted, specified rates are paid to all classifications of workmen, mechanics and laborers employed by the General Contractor and/or Subcontractors, in the execution of their contract with the City. Contractors and Subcontractors will be monitored to ensure they are paying prevailing wage rates.

A contractor or subcontractor who violates this section shall pay to the City on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

The City shall use any money collected under this section to offset the costs incurred in the administration of this task.

4. The City shall take cognizance of wage rate disputes and/or complaints of all violations of the provisions of Chapter 2258 Texas Government Code Title 10. Labor interviews will be conducted as required by the Davis-Bacon Act.
5. The City is not requiring that fringe benefits be paid on the project.
6. The rates specified in the bid documents are journeyman rates. The apprentice rate is commensurate with the experience and skill of the worker, but at a rate not less than 60% of the journeyman's wage. At no time shall a journeyman supervise more than one (1) apprentice.

Note: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Prevailing Wage Rate Determination Information

The following information is taken from Chapter 2258 Texas Government Code Title 10:

2258.021 Duty of Governmental Entity to Pay Prevailing Wage Rates

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it;
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate if per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.22 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state (City) on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051 Duty of Public Body to Hear Complaints and Withhold Payment

A public body awarding a contract, and an agent or officer of the public body, shall;

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Worker Classification Definition Sheet

Asbestos Worker: Worker who removes and disposes of asbestos materials.

Carpenter: Worker who builds wood structures, or structures of any material which has replace wood. Includes rough and finish carpentry, hardware and trim.

Carpet Layer/Floor Installer: Worker who installs carpet and/or floor coverings - vinyl tile.

Concrete Finisher: Worker who floats, trowels, and finishes concrete.

Data Communication-Telecom Installer: Worker who installs data/telephone and television cable and associated equipment and accessories.

Drywall Installer/Ceiling Installer: Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.

Electrician: Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems, and HVAC electrical controls.

Elevator Mechanic: Craftsman skilled in the installation and maintenance of elevators.

Fire Proofing Installer : Worker who sprays or applies fire proofing materials.

Glazier: Worker who installs glass, glazing and glass framing.

Heavy Equipment Operator: Includes but not limited to all cat tractors, all derrick-powered, all power operated cranes, back hoe, back filler, power operated shovel, winch truck, all trenching machines.

Insulator: Worker who applies, sprays, or install insulation.

Iron Worker: Skilled craftsman who erects structural steel framing and installs structural concrete rebar.

Laborer/Helper: Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.

Lather/Plasterer: Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.

Light Equipment Operator: Includes but not limited to air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14 cf), conveyer.

Mason: Craftsman who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.

Metal Building Assembler: Worker who assembles pre-made metal buildings.

Millwright: Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.

Painter/Wall Covering Installer : Worker who prepares wall surfaces and applies paint and/or wall

coverings, tape and bedding.

Pipefitter: Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.

Plumber: Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals and related work.

Roofer: Worker who installs roofing materials, Bitumen (asphalt and cold tar), felts, flashings, all types roofing membranes and associated products.

Sheet Metal Worker: Worker who installs sheet metal products. Roof metal, flashings, and curbs, ductwork, mechanical equipment, and associated metals.

Sprinkler Fitter: Worker who installs fire sprinkler systems and fire protection equipment.

Terrazzo Worker: Craftsman who places and finishes Terrazzo.

Tile Setter: Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.

Waterproofing/Caulker: Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed on.

CURRENT PREVAILING WAGE RATES

7/9/25, 4:19 PM

SAM.gov

"General Decision Number: TX20250018 01/03/2025

Superseded General Decision Number: TX20240018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling
Where the Tunnel is 48" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

<https://sam.gov/wage-determination/TX20250018/0>

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01/03/2025

PLUM0100-002 11/01/2024

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.76	14.04

SUTX1991-004 09/23/1991

	Rates	Fringes
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Laborers:

Common.....	\$ 7.25 **	
Utility.....	\$ 7.467 **	

Pipelayer.....	\$ 7.828 **	
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Power equipment operators:

Backhoe.....	\$ 10.804 **	
Crane.....	\$ 10.942 **	
Front End Loader.....	\$ 9.163 **	
Tunneling Machine (48" or less).....	\$ 9.163 **	

TRUCK DRIVER.....	\$ 8.528 **	
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date.

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250025 01/03/2025

Superseded General Decision Number: TX20240025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<https://sam.gov/wage-determination/TX20250025/0>

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<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade		
Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	**
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**
Concrete Pavement		
Finishing Machine.....	\$ 16.05	**
Concrete Saw.....	\$ 14.48	**
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	**
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	**
Crawler Tractor.....	\$ 14.07	**
Excavator, 50,000 pounds		
or less.....	\$ 17.19	**
Excavator, over 50,000		
pounds.....	\$ 16.99	**
Foundation Drill , Truck		
Mounted.....	\$ 21.07	
Foundation Drill, Crawler		
Mounted.....	\$ 17.99	
Front End Loader 3 CY or		
Less.....	\$ 13.69	**
Front End Loader, over 3 CY.	\$ 14.72	**
Loader/Backhoe.....	\$ 15.18	**
Mechanic.....	\$ 17.68	**
Milling Machine.....	\$ 14.32	**
Motor Grader, Fine Grade....	\$ 17.19	**
Motor Grader, Rough.....	\$ 16.02	**
Pavement Marking Machine....	\$ 13.63	**
Reclaimer/Pulverizer.....	\$ 11.01	**
Roller, Asphalt.....	\$ 13.08	**
Roller, Other.....	\$ 11.51	**
Scraper.....	\$ 12.96	**
Small Slipform Machine.....	\$ 15.96	**
Spreader Box.....	\$ 14.73	**

<https://sam.gov/wage-determination/TX20250025/0>

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Servicer.....\$ 14.58 **

Steel Worker (Reinforcing).....\$ 16.18 **

TRUCK DRIVER

Lowboy-Float.....\$ 16.24 **

Off Road Hauler.....\$ 12.25 **

Single Axle.....\$ 12.31 **

Single or Tandem Axle Dump

Truck.....\$ 12.62 **

Tandem Axle Tractor with

Semi Trailer.....\$ 12.86 **

Transit-Mix.....\$ 14.14 **

WELDER.....\$ 14.84 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

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- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

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Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250241 07/04/2025

Superseded General Decision Number: TX20240241

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

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07/04/2025

* ASBE0021-011 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 33.23	7.52

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP1421-002 10/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 32.02	11.27

ELEV0021-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.93	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0263-005 06/01/2024

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 28.64	7.93

PLUM0100-005 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 39.76	14.04
PIPEFITTER (Excludes HVAC		

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Pipe Installation).....	\$ 39.76	14.04
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 * SUTX2014-017 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13 **	2.97
CAULKER.....	\$ 14.71 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16
ELECTRICIAN (Communication Technician Only).....	\$ 16.40 **	2.87
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32 **	0.00
GLAZIER.....	\$ 16.15 **	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 10.04 **	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26 **	0.00
INSTALLER - SIGN.....	\$ 15.61 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.24 **	0.00
LABORER: Common or General.....	\$ 11.57 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.00 **	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 14.50 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00 **	0.23

<https://sam.gov/wage-determination/TX20250241/2>

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SAM.gov

LATHER.....	\$ 16.00 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.06 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....		
	\$ 18.29	1.31
OPERATOR: Drill.....		
	\$ 13.00 **	0.50
OPERATOR: Forklift.....		
	\$ 13.38 **	0.81
OPERATOR: Grader/Blade.....		
	\$ 13.05 **	0.00
OPERATOR: Loader.....		
	\$ 14.02 **	1.82
OPERATOR: Mechanic.....		
	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 18.44	0.00
OPERATOR: Roller.....		
	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping).....		
	\$ 13.60 **	2.24
PAINTER: Drywall Finishing/Taping Only.....		
	\$ 14.28 **	3.04
PLASTERER.....		
	\$ 15.37 **	0.00
PLUMBER (HVAC Pipe Installation Only).....		
	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....		
	\$ 22.70	5.65
ROOFER.....		
	\$ 17.19 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....		
	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....		
	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....		
	\$ 21.25	15.55
TILE FINISHER.....		
	\$ 11.22 **	0.00
TILE SETTER.....		
	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....		
	\$ 16.40 **	0.81
TRUCK DRIVER: Dump Truck.....		
	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....		
	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....		
	\$ 12.50 **	0.00

<https://sam.gov/wage-determination/TX20250241/2>

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TRUCK DRIVER: Water Truck.....\$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

 The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 9 EQUAL OPPORTUNITY EMPLOYMENT PROVISIONS

SECTION EEO
EQUAL EMPLOYMENT OPPORTUNITY

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<u>PARAGRAPH</u>	<u>TITLE</u>
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EEO.3	ON-THE-JOB TRAINING
EEO.4	REVIEW
EEO.5	DISSEMINATION
EEO.6	RECRUITMENT
EEO.7	INVENTORY
EEO.8	MONITORING
EEO.9	FACILITIES
EEO.10	RECORDS
EEO.11	ADHERENCE

SECTION EEO

EQUAL EMPLOYMENT OPPORTUNITY

EEO.1 DESCRIPTION

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The Contractor shall implement affirmative action steps at least as extensive as described herein.

EEO.2 WORKING ENVIRONMENT

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

EEO.3 ON-THE-JOB TRAINING

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs.

EEO.4 REVIEW

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

EEO.5 DISSEMINATION

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

EEO.6 RECRUITMENT

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

EEO.7 INVENTORY

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

EEO.8 MONITORING

Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

EEO.9 FACILITIES

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

EEO.10 RECORDS

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

EEO.11 ADHERENCE

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

SECTION 10 CONSTRUCTION CONTRACT



CITY OF ROWLETT, TEXAS

CONSTRUCTION CONTRACT

FOR

BID NO. 2026-14-B

RIGHT TURN LANES – MILLER RD AND PGBT

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City of Rowlett, Texas

This Contract is made by and between the City of Rowlett, Texas, a home-rule municipality (hereinafter referred to as the "City") and **GARRET SHIELDS INFRASTRUCTURE, LLC**, a **DELEWARE CORPORATION**, (hereinafter referred to as the "Contractor") for construction of **RIGHT TURN LANES – MILLER RD AND PGBT**, (hereinafter referred to as the "Project"). The City and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the City and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Contract, the Invitation to Bid/ Request for Proposal, the Specifications, Plans and Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

In the event of a conflict in terms among any of the Contract Documents, the provisions of this Contract will prevail. In order of priority in resolving conflicts outside of this Contract, the City's Invitation to Bid/ Request for Proposal, the Contractor's Bid or Best and Final Offer and the Specifications and Drawings shall, in that order, prevail. Irreconcilable conflicts that cannot be resolved by field order shall be resolved by written Change Orders. Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor regarding the Project. Specifically, but without limitation, this Contract

supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

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

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

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

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

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed, subject to the terms and conditions of Subparagraph 8.3.3.

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

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

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE II

THE WORK

2.1 THE WORK

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

2.2 WORK

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

The work consists of 420 square yards of concrete pavement removal, 620 square yards of concrete sidewalk removal, construction of 2,060 square yards of 11-inch reinforced concrete paving with 530 tons of dense graded hot mix on top of 12-inches of cement treated base, installation of 11 drainage inlets and 130 linear feet of 24-inch class III RCP, relocation of two traffic signal poles and re-wiring of the traffic signal cables, and various waterline improvements; in accordance with the specifications.

A detailed scope of work to be performed, including bid specifications, scope of work, and Contractor's bid response, is attached hereto and incorporated herein by this reference as Exhibit A.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the

full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within **10** days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than **60** calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the City the sum of **\$500** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract, and represent City's sole remedy for delay damages in the event of unexcused delay. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving

Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause, an extension of time and extended General Conditions shall be granted by the City by written authorization upon written application, which time extension and extended General Conditions shall not be unreasonably denied, to compensate for the delay.

3.1.4 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the work.

3.1.5 Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

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

3.3 TIME IS OF THE ESSENCE

3.3.1 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion

on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

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

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

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, an amount in current funds equal to the sum of the established unit price for each separately identified item of unit price work times the quantity of that item set forth in the paragraph 4.1.1. Estimated quantities are not guaranteed and determinations of actual quantities and classifications are to be made by the Contractor and the City. The Contract Price is to be paid based upon actual quantities. If actual quantities exceed estimate, Owner may supplement Contract Price with additional

moneys to complete original scope of Work. Work will entitle Contractor to change order for that work. City reserves the right to remove Work from Contractor's scope in the event the cost of the Work will exceed the Contract Price.

[SEE SECTION 6, BID FORM]

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the City and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

5.2 PAYMENT PROCEDURE

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

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

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

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

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

5.2.5 RETAINAGE – If the Contract Price set forth in Subparagraph 4.1.1 is between \$50,000 and \$1,000,000, the City shall withhold retainage of ten (10) percent; if between 1,000,001 and \$2,000,000, the City shall withhold retainage of seven and one-half (7½) percent; if over \$2,000,000, the City shall withhold retainage of five (5) percent. If a different percentage is set forth in the Invitation to Bid/Request for Proposal, then that percentage shall apply. Retainage shall be withheld from each progress payment to secure performance of the Contract. The City shall deposit in an interest-bearing account that portion of any retainage withheld that exceeds five (5) percent of the progress payment. Interest earned on retainages in excess of five (5) percent of progress payments shall be paid to the Contractor with the final payment.

5.2.6 Statement of Delay - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a

waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.8 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall provide written notice to the Contractor. If the Contractor fails to cure such payment issues within ten (10) days of receipt of City's notice, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

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

5.3 WITHHELD PAYMENT

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

- (a) defective Work not remedied by the Contractor nor, in the opinion of the City, likely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion, subject to Contractor's right to cure;

- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

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

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to

them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the City and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

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

5.6.1.1 If the Contractor fails to achieve final completion within thirty (30) days of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all

Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

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

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

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE CITY

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project.

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

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

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

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 CITY'S RIGHT TO PERFORM WORK

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

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 MUST FOLLOW CONTRACT

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 PROSECUTION OF WORK

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

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

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

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

7.4 WARRANTY

7.4.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. The Contractor warrants and guarantees that it shall complete the work and achieve substantial completion by the scheduled completion date, as may be extended by Contract, strictly in accordance with this contract. Defective work or materials shall be fixed, repaired or replaced free of charge or cost to the City.

7.5 PERMITS; FEES; LICENSES

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

7.6 SUPERVISION

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

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

NAME	FUNCTION
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 WORK SCHEDULE

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer. Failure by the Contractor to strictly comply with the provisions of this Section 7.7 shall constitute a material breach of this Contract.

7.8 ON-SITE DRAWINGS

7.8.1 The Contractor shall continuously maintain

at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CON-TRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AND THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a Certificate of Insurance and copies of policy endorsements evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by federal, state and/or local guidelines to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite, or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be

delayed by any other person, the Contractor shall immediately give notice thereof to the City and the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ENGINEER

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Architect, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or redesignated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer. All the City's instructions to the Contractor shall be through the Engineer.

In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer, and the status of the replacement Engineer shall be that of the former Engineer.

8.2 ENGINEER'S ADMINISTRATION

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other directly through designated representatives and/or project managers, and shall, where appropriate, provide copies of communications to the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic

interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will review Change Orders that shall be prepared by the Contractor and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the

Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 **CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the

Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, supply chain disruptions, unusually adverse weather conditions not reasonably anticipated, fire, pandemic or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time and extended General Conditions as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.6 **CLAIMS FOR EXTRA WORK** - The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.3.7 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract

or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City.

The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work. If the parties are unable to agree to the terms of a Change Order for any Extra Work, the Contractor may reserve its rights to additional time and compensation by filing a claim under section 8.3.

8.4 FIELD ORDERS

8.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a

portion of the Work. No Subcontractor shall be in privity with the City.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor or persons working through a Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written

Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City or the Engineer requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event, shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs

of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract or any obligations pursuant to the maintenance bond. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE CITY

12.2.1 FOR CONVENIENCE

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work, other than job site clean-up and protection, and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of

the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1)

year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract (unit) prices which shall encompass labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City, fails to grant or allow access to the jobsite by the City or Engineer, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.2.2.4 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to

any other right or remedy available to the City by law or under this Contract.

ARTICLE XIII INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the City, the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance carriers must be authorized to transact business in Texas, approved by the City, and have an A.M. Best rating of A+ or its equivalent. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed

Operations Aggregate.

City's Protective Liability Insurance
\$600,000 per occurrence
\$1,000,000 aggregate

Excess/Umbrella Liability
\$1,000,000 per occurrence w/drop down coverage

Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project.

Automobile Liability
\$500,000 Combined single limit per occurrence.

13.3 ADDITIONAL INSURED

13.3.1 The City shall be named as an additional insured on the Commercial General Liability (Public), City's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

13.4.1 Each insurance policy shall be endorsed to contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by certified mail to the Division of Purchasing, City of Rowlett, 4000 Main Street, Rowlett, Texas, 75088. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to City of any expiration, cancellation, non-renewal or any material change in coverage.

13.5 PREMIUMS AND ASSESSMENTS

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.6 CERTIFICATE OF INSURANCE

13.6.1 Proof that the insurance is in force shall be furnished to the City on City of Rowlett Standard Certificate of Insurance Forms. In the event, any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the Project by the City, the Contractor shall furnish the City proof of identical

continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City for its benefit, including self-insurance.

13.8 SUBROGATION

13.8.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a Project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate

of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

- (8) contractually require each person with whom it contracts to provide services on

a project, to:

- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all its employees providing services on the project, for the duration of the project;
- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) include in all contracts to provide services on the project the language in subsection (7) of this section;
- (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (H) contractually require each other person with whom it contracts, to perform as required by sub-

paragraphs (A) - (G) of this subsection, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The City and Contractor bind themselves, their respective successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

14.4 SURETY BONDS

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased

by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 The Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

14.7 FORCE MAJEURE

14.7.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and

Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing

Application for Payment.

14.8 NOTICES

14.8.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

14.9 IMMUNITIES; DEFENSES

14.9.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.10 NO RIGHTS IN THIRD PARTIES

14.10.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

14.11 PROHIBITION OF BOYCOTT ISRAEL

14.11.1 PROHIBITION OF BOYCOTT ISRAEL. The Contractor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

14.11.2 IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section

2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

14.11.3 PROHIBITION OF BOYCOTT ENERGY COMPANIES. Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental

entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000 or more to be paid under the terms of this Contract.

14.11.4 PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS. Contractor 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 contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract. However, this prohibition does not apply: (i) if Contractor 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.

EXECUTED in single or multiple originals, this ___ day of __, 2025.

CITY OF ROWLETT, TEXAS

Jeff Winget, Mayor

ATTEST:

Deborah Sorensen, City Secretary

CONTRACTOR:

(Signature)

(Type/Print Name and Title)

(Street Address)

(City/State/Zip)

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of _____, the Contractor designated herein above, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Contractor, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., 2025.

Notary Public In and For

County, _____

My Commission expires: _____

MAYOR'S ACKNOWLEDGMENT

THE STATE OF
TEXAS COUNTY OF
DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the undersigned, Mayor of the City of Rowlett, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Rowlett, Texas, a municipal corporation, that he/she was duly authorized to perform the same by appropriate resolution of the City Council of the City of Rowlett and that he/she executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., 2025.

Notary Public in and for the State of Texas

My Commission expires: _____

SECTION 11 NCTCOG STANDARD AND SPECIAL CONDITIONS

NCTCOG STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS

The City of Rowlett has adopted the North Central Council of Governments Standard Specifications for Public Works Construction, 5th Edition with the following revisions as shown in *italics*.

Item 103.3.1.1. Performance Bond

- This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of *two years* from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the contract documents.

Item 105.2.2. Special Warranty

- If within *two years* after final acceptance of the work by the OWNER, ...

Item 204.6.4.6. Water, Maintaining, and Finishing Seeded Areas

- At minimum, the CONTRACTOR shall maintain the seeded area until each of the following conditions is achieved: vegetation is evenly distributed, without large bare areas, and covers *80%* of the seeded area.

Item 301.2.3.4.1. Dry Placing Quicklime - Omit.

Item 303.2.11. Reinforcement Bar Chairs

- Bar chairs may *shall* be made of metal (free from rust), precast mortar or concrete blocks or plastic.

Item 303.2.12.1. Joint Filler Material

- omit *all references to asphalt boards*

Item 303.5.3. Placing Reinforcing Steel, Tie, and Dowel Bars

- omit *welded wire mesh*

Item 303.5.3.2. Welded Wire Mats – Omit.

Item 303.5.3.3. Assembly

- omit *dummy joints*

Item 303.5.4.2.1. Joint Filler

- The top edge shall be held approximately ½-in. below the finished surface of the pavement in order to allow the finishing operations to be continuous. Where the joint filler is of a premolded asphaltic type, the top edge shall be protected, while the concrete is being placed and finished, by a metal cap of at least 10 gauge material having flanges not less than 1 ½-in. in depth. The channel cap may remain in place during the joint finishing operations to serve as a guide for tooling the edges of the joint.

Item 501.2. Clay Wastewater Pipe - Omit.

Item 501.11. Corrugated Metal Pipe or Pipe Arch Shapes - Omit.

Item 502.1.1.2. Fiberglass Manholes – Omit.

Item 502.1.4.1.3. Fiberglass Manholes – Omit.

Item 502.10.1. Connections to Conduit for Service (Definitions)

- Omit *"Bullheads" shall be defined as an individual service line with branches at the end to serve two or more customers.*

Item 502.10.2.1. Service Clamps

- The clamp shall consist of a contoured saddle fastened to the pipe by one U-bolt for the single strap clamp for pipes less than 4-in. I.D. and by two U-bolts for double strapped clamps...

Item 502.10.3.2. Services and Bullheads - Omit *and Bullheads.*

Item 502.10.3.2.2. Measurement and Payment

- Bullheads or water services shall be measured and paid for...

Item 503.3.3.2 Construction by Jacking

- Lateral or vertical variation in the final position of the pipe in the direction indicated on the plans. No vertical or lateral variation of slopes and grades shown in the plans will be allowed for installation of pipe.

Item 305.2.2.2. Reinforcement for Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps

- Driveway approaches and walk reinforcing, when required, shall be No. 3 bars on *18-in.* centers or No. 4 bars on 30-in. centers. No. 6 gauge, 6-in. x 6-in. wire fabric conforming to Item 303.2.10 Steel Wire Reinforcement may be used only as approved by the OWNER. *Sidewalk reinforcing (except in driveway approach) may be No. 3 bars on 24-in. centers or No. 10 gauge, 6 in. x 6 in. Doweling shall consist of No. 4 bars.*

FORM A.2. STANDARD CONSTRUCTION CONTRACT

- Omit and use the City's Standard Form of Agreement

FORM A.3. PERFORMANCE BOND

- 4th paragraph, "...the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of *two (2) years* from the date of completion and final acceptance by OWNER..."

- 6th paragraph, "Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of *two (2) years* from the date of completion and acceptance of the improvements by the OWNER.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

- SC.01 GENERAL
- SC.02 LOCATION OF PROJECTS
- SC.03 SCOPE OF WORK
- SC.04 DISQUALIFICATION OF BIDDERS
- SC.05 AWARD OF CONTRACT AND COMMENCEMENT OF WORK
- SC.06 CONSTRUCTION SCHEDULE
- SC.07 DELAYS, EXTENSIONS OF TIME
- SC.08 REFERENCE SPECIFICATIONS
- SC.09 TRADE NAMES AND MATERIALS
- SC.10 PERMITS AND RIGHTS-OF-WAY
- SC.11 CONCRETE MIX DESIGNS
- SC.12 TESTING AND QUALITY CONTROL
- SC.13 COORDINATIONS WITH OTHERS
- SC.14 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK
- SC.15 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE
- SC.16 INSPECTION
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- SC.19 SEEDING
- SC.20 EXCAVATION SAFETY SYSTEMS
- SC.21 SPRINKLER REPAIR
- SC.22 DAMAGES TO CITY PROPERTY
- SC.23 HAZARDOUS MATERIAL(S) INCIDENT
- SC.24 EXISTING FACILITIES
- SC.25 PROJECT VIDEO
- SC.26 STREET CLEANUP
- SC.27 SEWER PIPE AND WATER MAIN SEPARATION
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- SC.29 BACKFILL
- SC.30 REMOVAL AND REPLACEMENT OF EXISTING FENCES
- SC.31 INSTALLATION WOOD FENCES
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- SC.33 RESTORATION
- SC.34 RESTORATION OF PAVEMENT SURFACES
- SC.35 EROSION CONTROL
- SC.36 CONSTRUCTION COORDINATION
- SC.37 REMOVAL AND REPLACEMENT OF STREET AND DRIVEWAY PAVING
- SC.38 JACKING, BORING OR TUNNELING
- SC.39 CONTRACT DOCUMENTS
- SC.40 PVC SEWER PIPE
- SC.41 SERVICE LATERALS
- SC.42 PIPE PLUGGING AND SANITARY SEWERS TO BE ABANDONED
- SC.43 SANITARY SEWER LINE CONNECTIONS
- SC.44 STEEL ENCASEMENT PIPE
- SC.45 SANITARY SEWER LINE AND MANHOLE TESTING
- SC.46 WATER PIPE
- SC.47 WATER VALVES
- SC.48 LIGHT POLE
- SC.49 TREE REMOVAL AND PROTECTION

SC.50 TYPE B STORM SEWER MANHOLE (REVISION TO SHEET SD-8)
SC.51 TYPICAL VALVE SETTING AND BOX (REVISION TO SHEET SD-12)
SC.52 SANITARY SEWER MANHOLES (REVISIONS TO SHEET SD-15)
SC.53 SANITARY SEWER DETAILS (REVISIONS TO SHEET SD-16)
SC.54 TEMPORARY SIGNS
SC.55 STREET SIGNS
SC.56 WATER METER BOXES
SC.57 UNFORESEEN ITEMS – BID ITEM AT OWNER'S DISCRETION
SC.58 PORTABLE CHANGEABLE MESSAGE SIGNS
SC.59 ACCESS TO DRIVEWAYS
SC.60 FLOWABLE BACKFILL
SC.61 SIDEWALK RETAINING WALL
SC.62 EXCAVATION
SC.63 DART INSURANCE REQUIREMENTS
SC.64 PAVING AND EARTH EMBANKMENT (EMB) TYPE-C-1 SUBGRADE
SC.65 MEASUREMENT AND PAYMENT PER LINEAR FOOT PVC PIPE
SC.66 CONSTRUCTION NOTES
SC.67 MOBILIZATION

SC.01 GENERAL

All materials and workmanship shall conform to the City of Rowlett Standards and governed by the North Central Texas Council of Governments (NCTCOG) Standard Specifications For Public Works Construction, 5th Edition. Where indicated for specific pay items noted in the plans, all materials and workmanship shall conform to the Texas Department of Transportation Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation on September 1, 2024.

SC.02 LOCATION OF PROJECT

The work awarded under this contract shall include the following locations:

Approximate quantities for RIGHT TURN LANES – MILLER RD AND PGBT project includes 2,060 SY of concrete paving, 2,400 CY of Unclassified Excavation, 130 LF of Storm Drain, including 11 inlets, 40 LF of 6" waterline and 3 Fire Hydrants. The eastbound and westbound right turn lanes located along Miller Road are typical, however the southbound right turn lane along SBFR PGBT turns into a proposed acceleration lane located along westbound Miller Rd.

SC.03 SCOPE OF WORK

The work under this contract includes furnishing all labor, tools, material, and equipment, and for performing all work necessary for construction of **RIGHT TURN LANES – MILLER RD AND PGBT** within the approximate limits as listed in SC.02 and all related work as shown on the plans. Construction plans were prepared and provided by the City of Rowlett.

SC.04 DISQUALIFICATION OF BIDDERS

Add the following to Item 2 of the Additional Conditions for Public Works Construction Contracts after the last paragraph:

Should the bidder fail to produce evidence satisfactory to the OWNER on any of the foregoing points, he may be disqualified and the work awarded to the next bidder so qualifying.

SC.05 AWARD OF CONTRACT AND COMMENCEMENT OF WORK

See Instructions to Bidders

SC.06 CONSTRUCTION SCHEDULE

Prior to preconstruction meeting, the CONTRACTOR shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications.

The schedule shall include a construction-phasing plan to insure minimum interruption of traffic on streets and driveways, as detailed in SC.14 BARRICADES, WARNING SIGNS, DETOURS, AND SEQUENCING of work. No more than one (1) Phase shall be under construction simultaneously without approval of the Engineer. The CONTRACTOR shall apply continuous work on Phase No. 1 until completed, proceed to Phase No. 2 and apply continuous work until completed, proceed to Phase No. 3 and apply continuous work until completed, etc.

SC.07 DELAYS: EXTENSION OF TIME: LIQUIDATED DAMAGES

In addition to the requirements of NCTCOG Item 108.8 Delays; Extension of Time; Liquidated Damages, the following conditions shall apply:

The term "unforeseeable cause" shall mean:

1. An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto;
2. A riot or war situation actually involving the site or actually preventing the CONTRACTOR from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as supplied to City; or
3. An unanticipated strike involving the forces actually working on the project or involving the employees of those essential suppliers, but no other labor stoppage.

*CONTRACTOR must set forth essential suppliers in writing within five (5) days of the Notice to Proceed.

No event shall be deemed an Unforeseeable Cause for the purposes of this Agreement unless it actually and directly necessitates a delay in the work which could not be otherwise remedied by taking reasonably prudent steps, and the CONTRACTOR could not reasonably adjust the schedule of the remaining work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

The notice shall, in writing, specify the Unforeseeable Cause(s) and the anticipated effect it will have on that CONTRACTOR'S abilities to perform its obligations along with a plan to deal with the effects of such Unforeseeable Causes and proposed amendments to all affected schedules necessarily resulting therefrom.

No adjustment shall be made to the Contract price, and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this Special Condition and/or NCTCOG Item 108.8.

SC.08 REFERENCE SPECIFICATIONS

Where reference is made in these specifications, to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.09 TRADE NAMES AND MATERIALS

No material which has been used by the CONTRACTOR for any temporary purposes whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with material, manufactured article, or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.10 PERMITS AND RIGHTS-OF-WAY

The OWNER will provide rights-of-way for the purpose of construction without cost to the CONTRACTOR, by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the CONTRACTOR, prior to the initiation of construction on easements through private property, to inform the property owner of this intent to begin construction. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

SC.11 CONCRETE MIX DESIGN

The CONTRACTOR shall submit proposed concrete mix design for each class of concrete to the OWNER for review and acceptance. The mix designs shall be proportioned in accordance with the requirements of A.C.I. 318-83, and include data from field experience and/or trial mixtures with the results of confirmation cylinders. The mix designs and supporting data shall be submitted and accepted at least ten (10) calendar days prior to placing concrete.

SC.12 TESTING AND QUALITY CONTROL

1. Testing of Materials

Observation of the CONTRACTOR'S work to determine compliance with the plans and specifications will include testing of material installed on the project. Testing of work performed and materials furnished shall be done by an engineering testing laboratory approved by the OWNER. The CONTRACTOR shall use only materials in the work which meet the requirements of the specifications. The OWNER will employ the services of an APPROVED engineering testing laboratory to make certain inspections and to sample and test the materials to be used in the work. The CONTRACTOR shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected. All retesting shall be at the expense of the CONTRACTOR.

2. Quality Control

During the construction, the OWNER will retain the engineering testing laboratory to perform services related to checking the quality of the work being performed by the CONTRACTOR to determine if the improvements are being constructed in accordance with the plans and specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT. If the CONTRACTOR fails to meet specified conditions by the first test, further tests to demonstrate compliance with the contract shall be made until such tests demonstrate compliance. All retesting shall be at the expense of THE CONTRACTOR. Copies of all test reports shall be submitted to the OWNER by the CONTRACTOR within two (2) weeks of test being taken or the OWNER reserves the right to withhold payment of pending pay requests until such reports are received by the OWNER.

THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF THE OWNER SUFFICIENT NOTICE OF HIS INTENTION TO CONSTRUCT PORTLAND CEMENT CONCRETE PAVEMENT, STRUCTURAL CONCRETE, OR HOT MIX ASPHALTIC CONCRETE TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

3. Testing and Quality Control Services

Testing and Quality Control Services shall include but are not limited to the following:

a. Reinforced Concrete Pavement

- (1) Analysis of Aggregates
- (2) Decapitation Tests
- (3) Inspect Aggregate Stockpiles
- (4) Prepare or Check Concrete Batch Design
- (5) Slump and Air Content Tests
- (6) Flexural or Compressive Strength Tests

b. Lime Treated Base or Flexible Base

- (1) Lime requirements as indicated by test method ASTM C977-83a, Appendix X1
- (2) Field Compaction Tests - ASTM D698-90 Method A (Perform one (1) Density Test on compacted subgrade for each 5,000 square feet of area)

c. Embankment or Pavement Subgrade

- (1) Moisture - Density Curves
- (2) Field Compaction Tests-Test Method ASTM D698-90 Method A

d. Hot Mix Asphaltic Concrete

- (1) Prepare of Check Mix Design
- (2) Provide Full Quality Control at Hot Mix Plant

- (a) Hot Bin Gradation Tests
- (b) Air Void
- (c) Stability and Density Tests
- (d) Percent Asphalt Content

- (3) Make Tests from Samples of Mix (a) Extraction (b) Gradation (c) Percent Asphalt (d) Stability and Density Tests (e) Make Hot Bin Analysis Every 250 Tons

e. Structural Concrete

- (1) Mix Design
- (2) Batch Plant Weight and Moisture Checks
- (3) Slump and Air Tests
- (4) Compressive Strength Tests

SC.13 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the CONTRACTOR shall coordinate his proposed construction with other contractors.

SC.14 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

1. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.
2. General Construction - The CONTRACTOR shall plan his work sequence in a manner that will cause minimum

interference with traffic during construction operations. Before beginning work on this project, the CONTRACTOR shall submit, for approval by the Engineer, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the CONTRACTOR'S proposed plan of operation for handling traffic does not provide for safe comfortable movement, the CONTRACTOR shall immediately change his operations to correct the unsatisfactory conditions.

Except for thoroughfares, one (1) lane in each direction shall be kept open at all times, except in areas of actual construction. There one (1) lane must be kept open and a flagman provided by the contractor to safely direct traffic through the construction area. Portable Vertical Panels meeting the requirements of TxDOT Standards shall be spaced as indicated on the traffic control plan meeting MUTCD requirements to separate traffic lanes from the work.

Trenches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in the trench is in progress. Only one lane of traffic may be closed at a time when work is in progress in a ditch.

3. Safety - The CONTRACTOR shall provide, construct and maintain barricades and signs at locations set out in the plans and in the special conditions. In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

All traffic control devices shall have ASTM Type III High Intensity Reflective Sheeting. Signs CW20-1D and G20-2 shall be provided where traffic is entering the work limits at either end of the project. Signs G20-2 and CW20-1 D shall be erected at all other intersecting highways and streets where traffic is entering the project limits. Signs G20-2 shall be provided where traffic is leaving the project limits at both beginning and ending of the project and at points of intersection with all highways and streets within the project limits. The CW20-1D signs will be supplemented by Type II Barricades with two Type-A-Low Intensity Flashers per barricade. Throughout the construction sequence, adequate traffic control measures shall be provided to safely guide traffic through the project.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from highways or side streets.

During construction, the CONTRACTOR will be required to furnish, place, and maintain in accordance with the Manual on "Uniform Traffic Control Devices for Streets and Highways", vertical panels along edge of pavements and fills that are hazardous. The vertical panels shall be supplemented with steady burning electric lamps alternated with delineator panels.

The CONTRACTOR shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

The CONTRACTOR shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR'S personnel.

The CONTRACTOR shall arrange his work so that stored machinery or equipment shall not be closer than 5 feet to the traveled roadway after sunset except as authorized by the Engineer.

SC.15 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE

All excavated earth in excess of that required for backfilling, and all concrete removed, shall be disposed of in a satisfactory manner. The CONTRACTOR shall provide in writing the final destination of this material. This documentation shall be submitted at the time of the SWP3 submittal outlined in SC.35.

The documentation shall include permission from the property owner and verification from the floodplain manager in the jurisdiction that the disposal area is outside the FEMA 100 year flood zone.

The disposal site shall be included in the acreage of disturbance for the Construction Site Notice/Notice of Intent and the erosion control/stabilization of the disposal site shall be included in the SWP3 as outlined in SC.35.

SC.16 INSPECTION

The word "Inspection" or other forms of the word as used in the Contract Documents for this project, shall be understood as meaning the Engineer will observe the construction on behalf of the OWNER. The Engineer or his designated representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the CONTRACTOR'S performance.

SC.17 LIGHTS AND POWER

The CONTRACTOR shall provide, **at his own expense**, temporary lighting and power facilities required for the proper execution of the work.

SC.18 COOPERATION OF CONTRACTORS

The CONTRACTOR shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work subcontracted.

The Superintendent and the CONTRACTOR shall be responsible for all work performed by the subcontractor at all times during construction.

SC.19 SEEDING

All disturbed non-paved areas shall be sodded or seeded to match existing prior to construction. Areas to be sodded are indicated in plans and are paid for under the bid item "Furnish & Install Bermuda Block Sod (incl. 6" topsoil)". All other disturbed areas shall be seeded and payment shall be considered subsidiary to the work being performed, no separate pay.

SC.20 EXCAVATION SAFETY SYSTEMS

The work performed under this section of the specifications consists of providing site specific excavation safety plans and systems consisting of shoring, sheeting, trench shield, and/or laid back slopes to meet the safety requirements of the Occupational Safety and Health Administration, as required for this project and specified herein.

(1) General

Trench safety systems shall be provided by the CONTRACTOR in accordance with the applicable subpart related to Excavation, Trenching, and Shoring of the OSHA Standards as published in Federal Register, Volume 54, No. 45959 dated October 31, 1989, and amended at August 9, 1994 at Volume 59, No. 40730. These standards describe safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). The standards specified by the OSHA Regulations shall be the minimum allowed on this project. It shall be the responsibility of the CONTRACTOR to provide a design and install adequate trench safety systems for all trenches excavated on this project.

The CONTRACTOR shall furnish to the OWNER for review, after award of the contract by the City Council and prior to execution of the contract by the OWNER, a Site Specific Excavation Safety System Plan for the entire project. The safety

plan must be prepared and sealed by a Professional Engineer registered in the State of Texas with professional experience in soil mechanics and structural design. In addition, all safety systems utilized in this project must be designed by a Professional Engineer registered in the State of Texas. The CONTRACTOR shall be totally responsible for the safety of all persons involved in the construction of this project.

After review of the excavation safety plan, the City Engineer will forward the reviewed plan to the appropriate OWNER construction division for use in inspection. Plans for construction will not be released by the City Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order, and will require the same review process. The CONTRACTOR accepts sole responsibility of compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards. Release of the excavation safety plan by the City Engineer does not relieve CONTRACTOR from any or all construction means, methods, techniques and procedures; and any property damage or bodily injury (including death) that arises from use of the excavations safety plan, from CONTRACTOR'S negligence in performance of contract work, or from OWNER'S failure to note exceptions to the excavation plan, shall remain the sole responsibility and liability of the CONTRACTOR.

(2) Core Borings

Any core borings and soil data furnished by the OWNER, are for the convenience of the CONTRACTOR. The CONTRACTOR shall be responsible for any additional soil or geotechnical information required. The CONTRACTOR shall be responsible for properly designed excavation safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the OWNER in no way relieves the CONTRACTOR of this obligation.

If no core borings or soil data are furnished by the OWNER, it shall be the CONTRACTOR'S responsibility to obtain whatever geotechnical information required for preparation of the excavation safety systems.

(3) Submittal Data

The following information shall be included in the CONTRACTORS safety plan:

- (a) A site specific excavation safety plan prepared, sealed and signed by a Professional Engineer registered in the State of Texas. Such a plan shall cover how the CONTRACTOR intends to implement the trench safety plan in the field.
- (b) A signed certification from the Excavation Safety Design Engineer declaring that his plan has been prepared in accordance with current OSHA Regulations and State of Texas Excavation Safety Laws.
- (c) A signed statement from the CONTRACTOR declaring that he accepts and will follow the submitted safety plan.
- (d) A signed statement from the CONTRACTOR acknowledging he is totally responsible for the safety of all persons involved in the construction of this project.
- (e) A waiver claim for delay and time.

(4) Inspections

In addition to the inspections of the excavation and excavation safety systems required of the CONTRACTOR by OSHA Regulations, the OWNER may further inspect the work. The OWNER shall have the right to reject any safety systems which it finds to be inadequate, and the CONTRACTOR shall immediately improve the system to comply with this specification.

(5) Measurement and Payment

Measurement and Payment of Trench Excavation Safety System Design shall be considered lump sum and paid for under

the bid item "Trench Safety Design (For all project pipe installation). The payment for this item is to prepare the Trench Safety Design for all trench safety with in the project.

Measurement and Payment of the installation of the Trench Excavation Safety System shall be based on a linear foot amount and paid for under the bid item "Furnish & Install Trench Protection (Storm Drain)". The payment shall be full compensation for all labor, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

Any other required Trench Excavation Safety System installation shall be considered subsidiary to the work being performed, no separate pay.

SC.21 SPRINKLER REPAIR

The CONTRACTOR is responsible for the repair or replacement of any sprinkler damage caused by his construction. This repair is subsidiary to the contract unless there is a specific item for sprinkler repair. A notice will be sent to the property owner stating that watering the sod installed by the contractor on their prescribed days in addition to the watering by the contractor is highly encouraged and that the watering of the sod will be the property owner's responsibility after the project is complete. The contractor shall ensure that all sprinkler systems damaged during construction are repaired and functional prior to installing the sod so the property owner can help with watering the sod.

SC.22 DAMAGES TO CITY PROPERTY

If the CONTRACTOR damages any City property, (i.e., water mains, etc.) he will be assessed applicable charges. All charges will be deducted from the CONTRACTOR'S monthly estimate per NCTCOG Standard Specifications Section 109.4.

SC.23 HAZARDOUS MATERIAL(S) INCIDENT

If any acts of the CONTRACTOR or its agents or employees cause City forces to respond to a hazardous materials incident, the CONTRACTOR will be assessed for the expenses incurred. All charges will be deducted from the CONTRACTOR'S monthly estimate per NCTCOG Standard Specifications Section 109.4.

SC.24 EXISTING FACILITIES

The CONTRACTOR is responsible for contacting all private and public utilities for determining the location of existing facilities. In addition, the CONTRACTOR shall locate vertically and horizontally prior to beginning construction all existing water and force mains and report any variance from the plans to the ENGINEER. Any conflicts with proposed utility construction routing and depth will be resolved prior to start of construction. All materials, equipment, labor and anything else necessary to locate any and all utilities will be considered subsidiary to other bid items. (No Separate Payment). The time associated with the location of any utility is considered accounted for in the contract time and no additional time will be given.

SC.25 PROJECT VIDEO

Prior to start of construction, CONTRACTOR shall videotape construction area and property adjacent to construction. The CONTRACTOR shall furnish the CITY a copy of the tape that has been transferred into DVD format. This shall be subsidiary to project, no separate payment.

SC.26 STREET CLEANUP

Streets within and around the construction area shall be cleaned as requested by City. The Contractor shall not use a power

broom type device on streets outside the construction improvements. The Contractor shall utilize a mechanical or air generated pickup broom with water application. (No Separate Payment)

SC.27 SEWER PIPE AND WATER MAIN SEPARATION

Sanitary sewers or service laterals that are laid in the vicinity of pipelines designated to carry potable water shall meet the following conditions.

1. Parallel Installation - Sewers and Water Mains
 - a. Normal Conditions - Any new sanitary sewer or sewer manhole shall be located at least nine (9) feet in all directions from any existing water mains, and any new water lines shall be located at least nine (9) feet in all directions from existing sanitary sewer line or manhole, whenever possible; the distance shall be measured from the outside edge diameters of the pipes.
 - b. Unusual Conditions - New Sewer Line Installation - Where the nine (9) foot separation cannot be achieved, the new sewer shall be constructed of PVC pipe meeting ASTM specifications with a minimum pressure rating of 150 psi for both the pipe and joints. The vertical separation shall be a minimum of two (2) feet between outside pipe diameters and the horizontal separation shall be a minimum of four (4) feet. The new sewer shall be located below the existing water main, where it is practical.
2. Crossings - Sewers and Water Mains. Normal Conditions - A vertical separation of at least 24 inches shall be maintained between any potable water supply and sanitary sewers. Additional requirements for utility crossing is indicated in the General Notes of the Contract Drawings.
3. If these minimum clearances cannot be maintained, the water main shall be relocated.

SC.28 UTILITY SUPPORT

All costs associated with existing utility support shall be considered subsidiary to the other bid items.

SC.29 BACKFILL

Backfill per CITY standard specifications and details. Refer to plan information regarding Type C Embankment requirements for paving subgrade.

SC.30 REMOVAL AND REPLACEMENT OF EXISTING FENCES

1. Coordinate with the private property owners and the City prior to removal of existing fences.
2. Existing fences which require removal because of construction activity shall be removed, disposed of off-site and replaced to the satisfaction of the City.
3. All wood fences being replaced shall be replaced according to SC.31.
4. Chain Link Fence shall be replaced according to NCTCOG Specifications.
5. Temporary fencing shall be placed during construction if permanent fence cannot be constructed immediately. The contractor is to provide adequate fencing at all times where an existing fence is located, especially in yards with pets. Contractor shall coordinate with homeowner. Fence placed during construction shall be subsidiary to the removal and replacing of the respectable type of fencing.

SC.31 INSTALLATION OF WOOD FENCES

1. New fence shall be dog eared. The height of the fence shall be a minimum of six feet, or as existing.

2. Fence shall be installed with preassembled panels. The material of the panels shall be of the same material as the existing or pine wood as may be approved by the City.
3. The posts and accessories shall be hot dipped galvanized steel. Posts shall be placed with 1/3 of the length in the ground. Contractor shall place pea gravel in the bottom six inches in the post hole and shall fill the remaining area with Class "B" concrete.
4. There shall be a "mow strip" placed for the entire length of fence removed and replaced. The "mow strip" shall be 6"x6" with 4" below grade and 2" above grade.
5. Contractor shall place post at each property corner.
6. Contractor shall treat the fence with a waterproofing sealer.
7. The Contractor shall submit shop drawings to the City prior to construction.
8. The costs associated with removal, hauling off, mow strip, fence replacement and any other item necessary to remove and replace existing fences shall be considered subsidiary to other bid items. (No Separate Payment)

SC.32 SOD

1. The contractor shall ensure that the sod is installed correctly, which includes providing moisture to the ground prior to installing the sod and rolling the sod properly. The contractor shall water the sod as necessary to establish. The contractor also shall ensure that the watering is accomplished without wasting the water. The contractor shall be required to keep the sod moist until 80% establishment.
2. Sod is to be installed in non-paved areas in the construction limits of the project, or any other areas previously sodded that are disturbed by the Contractor. Seeding will be placed in areas previously not sodded and disturbed by the Contractor.
3. Minimum six (6) inches of topsoil shall be placed in the street parkway (areas between right-of-way and edge of pavement) and all the other disturbed areas prior to sodding. Topsoil shall be considered subsidiary to the payment for sod as indicated by the bid item "Furnish & Install Bermuda Block Sod (incl. 6" topsoil)", no separate payment.

SC.33 RESTORATION

1. Restore the project site to conditions not less than that existing prior to starting construction unless otherwise required by these specifications, Permits and/or Licenses, or shown on the Plans.
 - a. Coordinate surface restoration work with the affected private property owners and the Owner.
 - b. Private property over which the Owner has prior rights (i.e. utility easement, sewer easement) and/or has obtained rights-of-way, agreements, licenses and/or agreements from the property owner to allow construction shall be restored in conformance with the Contract Documents.
 - c. Restore Public property with strict adherence to the requirements of the public body having jurisdiction therein.
 - d. No restoration shall occur until testing is completed and accepted by the Owner's Representative.
 - e. Complete final surface restoration within three (3) weeks of the end of construction or as directed by the Owner's

Representative.

2. Reference Standards. Surface restoration including pavement, driveways, sidewalks, curb and gutters, and sodding shall be in accordance with the Public Works Construction Standards-North Central Texas by North Central Texas Council of Governments (NCTCOG) current edition or as specified in the Contract Documents.
3. All disturbed areas except where sod is disturbed shall be seeded. Restore grassed area disturbed by construction with sod to match existing. No separate payment for seeding.

SC.34 RESTORATION OF PAVEMENT SURFACES

1. General
 - a. Restore (unless otherwise specified or directed by the Owner's Representative in writing) permanent type pavements, alley pavement, sidewalks, driveways, curbs, gutters, and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the work began. The surface of all improvements shall match the appearance of the existing surface. The pavement sections for Main Street and Industrial Street shall be as indicated in the plans and specifications.
 - b. Pour concrete only after inspection by the Owner's Representative at the pouring site to verify proper forms and reinforcement. Reinforcement shall be equal in quantity and type of materials to reinforcement that existed prior to the work, or as indicated on the plans or specifications.
 - c. Saw-cut existing pavement, sidewalks, curbs, and gutters unless otherwise noted on the Drawings to provide a straight joint between the existing and new surface. Saw cutting shall be full depth and square or rectangular in shape.
 - d. Cure and protect all exposed concrete installed under this contract in accordance with the reference standard.
 - e. Remove entire sidewalk squares. Removal of partial squares will not be allowed.
2. Concrete Sidewalks
 - a. Concrete sidewalks shall be in accordance with the standard construction details by the City of Rowlett.
 - b. Saw-cut existing sidewalks at construction joints. Existing sidewalk squares damaged during construction activities that are not proposed to be replaced in the plans shall be replaced at the Contractor's expense.
3. Concrete Curb and Gutter
 - a. Curb and Gutter dimensions and cross sections shall conform with existing installations.
 - b. Place one half inch preformed bituminous expansion joint at junctions with existing work and at intervals not exceeding fifty (50) feet, or as directed by the Owner's Representative.
 - c. Saw-cut control joints at intervals not exceeding twenty (20) feet and at junctions with existing transverse cracks in the pavement, or as directed by the Owner's Representative.
4. Concrete Pavement and Driveways. Remove and replace concrete pavement and driveways for the construction.

5. Measurement and Payment

a. Pavement Surfaces

Payment for Concrete Pavement removed and replaced on **RIGHT TURN LANES – MILLER RD AND PGBTF**, including sawcut, removal, disposal of existing, curb and all other items to replace as existing shall be at the SY unit price bid for the respective items. Any sidewalk, driveway, and ADA Ramp removal, or pavement removed outside of dimensioned limits on the plan sheets shall be considered subsidiary to other items. (No Separate Payment)

SC.35 EROSION CONTROL

It shall be the full responsibility of the Contractor to acquire and comply with any and all permits as may be required to avoid delay of the project. No separate payment will be made for this item and it will be considered subsidiary to the other items bid.

Prior to construction, the Contractor shall comply with Federal and State storm water management regulations. The plan shall employ measures to prevent erosion and siltation from the construction disturbance from reaching streambeds, channels, storm water structures, ponds, etc. The plan shall follow the City's "Erosion and Sediment Control Ordinance and comply with the requirements of the "Storm Water Quality Best Management Practices for Construction Activities" manual published by NCTCOG. In the event of a conflict between these requirements and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the City in no way relinquishes the Contractor of all responsibility and liability for the pollution control.

The cost to the contractor for the preparation of a Storm Water Pollution Prevention Plan (SW3P) shall be included in the unit price bid for "Implementation of Storm Water Pollution Prevention Plan incl. Install/Maint./Removal of Silt Fence and Inlet Protection". The contractor shall be solely responsible for preparing and implementing all the various erosion control measures and shall be required to comply with all the TPDES general permit provisions and requirements. Payment for all work and materials associated with erosion control and storm water pollution prevention plan be considered subsidiary to "Implementation of Storm Water Pollution Prevention Plan incl. Install/Maint./Removal of Silt Fence and Inlet Protection" and shall include the installation, maintenance, and removal of these erosion control measures.

Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres or Notice of Intent (NOI) for those activities disturbing 5 or more acres. A copy of the appropriate CSN or NOI shall be provided to the City of Rowlett prior to issuance of a grading permit. The ECP shall be provided to Rowlett's Erosion Control Officer prior to grading.

The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SWP3) shall be readily available for review by Federal, State, or local officials.

No soil disturbing activities will occur until the following has been implemented:

- SWP3 signed by both the contractor and owner
- Owner submits NOI/CSN to the State
- Contractor submits NOI/CSN to the State

SWP3, ECP, and associated Best Management Practices (BMP) being fully implemented and inspected by Rowlett's Erosion Control Officer

NOI/CSN (as appropriate) posted on site and viewable to the public

When the above items have been approved, the City of Rowlett's Erosion Control Officer will issue the second

Notice to Proceed.

The contractor shall comply with the City of Rowlett's Storm Water Ordinance, the current NCTCOG Best Management Practices Manual, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

The site shall be reviewed by the operator or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measures will then be made as needed and inspected and approved by the City.

Final acceptance of a site shall be contingent upon vegetation being established per the TPDES General Construction Permit, and proper NOT submitted to the State. A copy of the NOT shall be provided to the City of Rowlett. Until such final acceptance of the erosion control has been determined, the City of Rowlett shall withhold half of the retainage as described in the Progress Payments and Retainage section of this document.

SC.36 CONSTRUCTION COORDINATION

The Contractor shall coordinate construction activities with the City of Rowlett or its designated representative(s).

Contractor shall inform residences and businesses 48 hours prior to any interruption of sewer and water service or construction in a driveway. Contractor shall schedule the construction activities to minimize any inconvenience to the residents and businesses. Interruptions to existing services may be required to be done during off times and shall be coordinated with the affected agencies.

Contractor shall inform residences and businesses one week prior to any lane or street closures. Contractor shall schedule the street closures to minimize any inconvenience to the residents and businesses.

SC.37 REMOVAL AND REPLACEMENT OF STREET AND DRIVEWAY PAVING

1. Removal and replacement of street and driveway paving shall be in accordance with the plans, Public Works Construction Standards-North Central Texas by North Central Texas Council of Governments (NCTCOG), standard construction details by City of Rowlett, and Special Conditions specified herein.
2. Remove existing street and driveway pavement and curbs as shown on the drawings. Saw cut existing pavement and curb where portion of existing pavement and curb is to remain. Saw cut shall be for the full depth of pavement and curb. Dispose of the removed concrete off site.
3. Existing asphalt pavement shall be removed separately from the base material, stored and disposed of in accordance with the current federal regulations.
4. Prepare subgrade for street and driveway pavement by excavating and filling the area as required, to bring the grade to the elevations as shown on the drawings.
5. 12" thick subgrade under the pavement shall be cement stabilized with at least 54 lbs. per sq. yd. cement compacted to at least ninety-eight percent (98%) of the maximum dry density as determined by ASTM D698; or as otherwise specified in the construction plans and specifications. Moisture content shall be within minus 2 to plus 3 percent of optimum moisture content.
6. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the pavement is placed.

7. Place reinforcement as shown in the Standard or Special Construction Details.
8. Pour concrete only after inspection by the Owner's Representative at the pouring site to verify proper forms and reinforcement.
9. Cure and protect all exposed concrete installed under this contract in accordance with the reference standard.
10. Removal of street paving will be measured and paid at the contract unit price per square yard of pavement removed, not to exceed the dimensions indicated on the plans for removal. Removal of curb, street and driveway paving includes removal and disposal of concrete off site. Saw cut of pavement and curb will be subsidiary to pavement removal and replacement. The lime treatment of subgrade or cement treatment of subgrade will be measured and paid by square yard of proposed pavement. The contract unit price includes compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work, preparation of right-of-way, excavation, borrow, fill, compaction, disposal of excess material, paving, joints, topsoil, and seeding complete in place. The removal of curb will be considered included in the unit price per square yard of pavement removed and replaced. The construction of curb shall be included in the unit price bid for the type of paving being constructed, no separate pay.

SC.38 JACKING, BORING OR TUNNELING

The following sentence is deleted from the Public Works Construction Standards-North Central Texas, North Central Texas Council of Governments, Item 503.3.3.2 – Construction by Jacking.

"Lateral or vertical variation in the final position of the pipe in the direction indicated on the plans".

Add the following sentence in place of the above deleted sentence.

"No vertical or lateral variation of slopes and grades shown in the plans will be allowed for installation of pipe."

SC.39 CONTRACT DOCUMENTS

Refer to the General Notes for priority of Contract Documents. For conflicting information, the more stringent shall apply.

SC.40 PVC SEWER PIPE

All PVC sewer pipe shall be manufactured in accordance with the latest versions of ASTM 3034 or ASTM D2241. Resin types shall be 12454B or 12454C.

SC.41 SERVICE LATERALS

1. Contractor shall be responsible for locating service connections prior to construction.
2. Contractor shall verify by testing all service connections to determine if they are active or inactive. Only active services shall be connected to the new sanitary sewer system. Inactive services shall be plugged with grout. The Contractor shall be responsible for any liability associated with the accidental plugging of active services. All active laterals shall be removed from the existing sewer line to the private property line. Replace existing laterals with new laterals of same size from the new sewer main to the ROW line. In no case shall the size of service lateral be smaller than 4 inches in diameter.
3. Install wyes at an angle of no more than forty-five degrees (45°) or less with springline.
4. Install service laterals with a straight alignment and at a uniform grade not less than one percent (1%) unless

otherwise specified. Embedment and service lateral connection shall be as per Standard Details of City of Rowlett.

5. All service laterals crossing concrete pavement shall be installed by method other than open-cut (jacking, boring, or tunneling). The Contractor may, at his option, install the laterals by open cut. However, he must provide a two (2) year maintenance bond on the lateral and pavement.
6. Maintain an accurate record of location and size of all active service laterals.
7. Unless otherwise indicated on the drawings, service laterals installed by open-cut method shall be measured at the contract unit price per linear foot, complete in place. The Contract unit price shall be total compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work, including excavation, concrete encasement, disposal of excess material, backfill, embedment, saw cut, removal and replacement of curb, sidewalks, sod, all in accordance with the plans and specifications. Furnishing and installation of Y connection shall be included in the contract unit price of service laterals. Removal and replacement of pavement will not be measured and paid separately for installation of service laterals.

SC.42 PIPE PLUGGING AND SANITARY SEWERS TO BE ABANDONED

1. Prior to plugging of a sewer segment, the Contractor shall verify that no existing services will be affected.
2. Physically remove sanitary sewer pipe outside of the manhole for a minimum distance of one (1) foot.
3. Fill pipe for a minimum length of one (1) foot with non-shrink grout.
4. Sawcut, removal and replacement of concrete paving for plugging of existing sanitary sewer line shall be considered subsidiary to other bid items.
5. The pipe plugging and sanitary sewers to be abandoned shall be considered subsidiary to the other bid items.
6. Bypass Pumping
 - a. Perform bypass pumping for flow control. No bypassed wastewater shall be discharged into a natural or manmade drainage structure.
 - b. There shall not be a separate pay item for bypass pumping.

SC.43 SANITARY SEWER LINE CONNECTION

1. Make existing and/or new sewer line connections to existing and/or new manholes as indicated on the drawings.
2. Perform by-pass pumping for flow control when connecting to existing sewer line or manhole.
3. There shall not be a separate pay item for connection of new sewer line to existing or new manholes and connection to existing sewer line. New sewer line connections to existing or new manholes and to the existing sewer lines shall be considered subsidiary to other bid items.

SC.44 STEEL ENCASEMENT PIPE

1. Steel encasement pipe shall conform to AWWA C-200. The pipe shall be fabricated in accordance with ASTM A-570 from steel plates having a minimum yield strength of 36,000 psi. Encasement pipe shall have a minimum of 1/2" wall thickness.

2. Steel encasement pipe shall be painted inside and outside with two coats of KOPPERS CO. Bitumastic Super Service black or equal coating manufactured by TNEMAC Company, Inc., prior to delivery to the job site. Minimum thickness of coating inside and outside shall be 12 mils dry film thickness per each coat.
3. Encasement pipe shall be field welded in accordance with AWWA C-206 and AWS D7.0. The welded joints shall be wire brushed and painted with KOPPER's Inertol Quick-Drying primer 626 or equal primer manufactured by TNEMAC Company, Inc.

SC.45 SANITARY SEWER LINE AND MANHOLE TESTING

Each completed sanitary sewer line section shall be tested, prior to the final acceptance of completed section. The following tests shall be performed in accordance with the Texas Commission on Environmental Quality Chapter 217, and published in Texas Register (Volume 25, Number 42, November, 2003).

1. Low pressure air test for all Sanitary Sewer Line included in this Contract.
2. Deflection testing (Mandrel Test) after the final backfill has been in place at least 30 days.
 - a. The mandrel shall have an outside diameter (O.D.) equal to 95% of the inside diameter (I.D.) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for O.D. controlled pipe and the average inside diameter for I.D. controlled pipe, all dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.
 - b. The mandrel shall be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75% of the inside diameter of the pipe. A proving ring shall be provided and used for each size mandrel in use.
 - c. Adjustable or flexible mandrels are prohibited. A television inspection is not a substitute for the deflection test. A deflectometer may be approved for use on a case-by-case basis. Mandrels with removable legs or runners may be accepted on a case-by-case basis.
3. Acceptance Testing: After the completion of the manhole, the manholes shall be visually inspected by the Engineer and the Owner before final acceptance. In addition, the Contractor shall perform low pressure vacuum air testing on each manhole. Each manhole shall be tested separately and independently of the sanitary sewer lines. All sanitary sewer lines coming into the manhole shall be sealed with an internal pipe plug. The method of testing shall be by means of creating an air vacuum within the manhole, whereby, a 10" Hg. (mercury) vacuum will be developed. The air vacuum shall then be monitored once it has reached 10" Hg. for a test period of one minute. The allowance drop in air vacuum shall be no greater than 1" Hg. during the one-minute test period.

The air vacuum testing procedures for the manholes shall be according to the recommendations of Cheme Industries, Inc., (Air-Loc Vacuum Manhole Tester), or such other manufacturers/suppliers that would have acceptable equipment designed specifically for air vacuum testing of manholes.

The Contractor shall provide the Owner with certified documentation that the test procedures were conducted as recommended by the equipment manufacturers and the test results were actual numbers recorded in the field. The Contractor shall record and certify to the following information:

- a. Date and time of testing

- b. Name of contractor's representative performing the tests
- c. Equipment used and calibration procedures
- d. Manhole location(s)
- e. Air-vacuum maximum (Hg.)
- f. Test period
- g. Drop of air vacuum within the test period
- h. Other observers at the testing site

SC.46 WATER PIPE

All 6-inch, 8-inch and 12-inch water mains to be AWWA C900 PVC pipe. All 16-inch and larger water mains shall be AWWA C905 PVC. All water line fittings to be ductile iron. All valves shall be AWWA approved resilient wedge gate valves. The pipe plugging, water line to be abandoned, and connection to existing water lines shall be considered subsidiary to the other bid items.

SC.47 WATER VALVES

Install 2' x 2' x 4" thick, concrete block around all water valves outside of concrete pavement.

Valve extensions shall be provided on all valves with operating nuts greater than 5' below finished ground or paving grade.

SC.48 LIGHT POLE – NOT USED

NOT USED

SC.49 TREE REMOVAL AND PROTECTION

1. All trees, bushes and other landscaping plants located within the Right-of-Way (ROW) shall be removed as indicated in the plans. Construction limits extend up to 4' beyond the ROW where grading is required to maintain slopes flatter than 3:1, unless otherwise noted. Trees that are located within 4' beyond the ROW may be removed if located in the construction limits. Removal of all trees located within the construction limits and any other trees shown on the removal plan shall be paid under Preparation of ROW bid item.
2. Trees 4" to 30" in diameter to be removed outside the construction limits and not shown on the removal plan shall be paid under the Tree Removal bid item.
3. Trees greater than 4" in diameter were surveyed and shown in the drawings. Trees smaller than 4" in diameter (at the time of the survey) are not shown in the drawings but are to be removed if located within the construction limits. Tree removal is subsidiary to Preparation of ROW.
4. Contractor shall protect trees adjacent to construction limits that are to remain. Any trees that are flagged by the City shall remain.

SC.50 TYPE B STORM SEWER MANHOLE (REVISION TO SHEET SD-8)

Access riser height may only extend a maximum height of 23" from the inside of the manhole to the top of the cover.

SC.51 TYPICAL VALVE SETTING AND BOX (REVISION TO SHEET SD-12)

NOT USED

SC.52 SANITARY SEWER MANHOLES (REVISIONS TO SHEET SD-15)

1. Note 10 revised to state 125 MIL thickness.

SC.53 SANITARY SEWER DETAILS (REVISIONS TO SHEET SD-16)

1. On the Typical Service Connection Detail, cleanout shall be a tee-wye.

SC.54 TEMPORARY SIGNS

Contractor shall provide temporary street name and regulatory signs if needed before the permanent signs are installed. The cost for temporary signs is subsidiary to the other bid items.

SC.55 STREET SIGNS

Regulatory street signs, street name signs and sign poles will be paid as separate bid items. Installation of signs shall be subsidiary to the sign pole bid item.

SC.56 WATER METER BOXES

Contractor shall provide and install new water meter boxes for each water meter, per City standards. The City uses the ROTEC from DFW Plastic, Part DFW 37C for body, DFWC-KSBSM for lid.

SC.57 WRAPPED IRON FITTINGS – BID ITEM AT OWNER’S DISCRETION

1. This bid item will be used if necessary at the OWNER’S DISCRETION. All fittings shown in this project are considered subsidiary to the unit price per linear foot bid for PVC Water Pipe. Necessary fittings that must be added to the pipeline due to the CONTRACTOR’S failure to locate existing utilities prior to beginning construction that cause fittings to be used to re-align the water pipe will be at the CONTRACTOR’S expense. Only fittings that become necessary because of conflicting utilities that are located and reported to the ENGINEER prior to construction that cause the water pipe to be re-aligned will be paid for with this bid item.

SC.58 PORTABLE CHANGEABLE MESSAGE SIGNS

Four (4) electronic portable changeable message signs to be placed on the project site for notification purposes and shall be considered subsidiary to “Traffic Control Implementations - Barricades, Signs & Traffic Handling (incl. all detouring, electronic signs, signage, temp striping, and barriers)”, no separate pay. The messages and sign locations shall be as directed by the City for the construction across Main Street and Industrial Street; or as directed by OWNER. The message signs shall be on site for the duration of the project, or as determined by OWNER to no longer be necessary.

SC.59 ACCESS TO DRIVEWAYS

The contractor shall maintain access to driveways throughout construction. If needed, temporary access drives shall be constructed and maintained. Contractor shall maintain trash service, and mail service by constructing temporary mailboxes. These services are subsidiary to other items in the contract.

SC.60 FLOWABLE BACKFILL

If used, as approved by the City, this bid item shall follow NCTCOG Standard Specifications 504.2.3.4 and Standard Detail 3070A. Payment for this item will be per linear foot of pipe, regardless of the size of pipe backfilled or width of trench. Flowable backfill shall be placed in trenches at the City’s discretion.

SC.61 SIDEWALK RETAINING WALL

NOT USED

SC.62 EXCAVATION

A. General

1. Excavation work shall be accomplished under the supervision of a person experienced with the materials and procedures which will provide protection to existing improvements, including utilities.
2. The alignment, depth, and subgrades of all trenches may be determined by overhead grade lines parallel to the trench, or by the use of a laser.
3. In the event hazardous wastes as defined by the Resource Conservation and Recovery Act of 1976 (PL94-580) are encountered work shall be halted and the Owner shall be notified. Work shall be resumed only after the Owner notifies the Contractor.
4. If the specified maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements, and any temporary construction easements. All excavation shall be in strict compliance with the Excavation Safety Systems Special Condition (SC.20) of this document.
5. Definitions
 - a. Unclassified Excavation

Excavation under this item shall include all earth, shale, gravel, loose rock, solid rock, debris, junk and/or other material excavated or otherwise removed in the preparation of the trench or subgrade; all work in connection with the excavation, removal and subsequent handling and disposal of such material, regardless of its type, character, or condition; subgrade preparation, all sheeting, piling, shoring, bracing, and dewatering of trenches; protection of adjacent property; backfilling; sand cushion; grade base stabilization; all specified backfill consolidation; and other work necessary or required including the removal of all material from the trench area. Included in excavation is the removal and replacement of all existing paved surfaces including but not limited to sidewalks, concrete streets, concrete curb and gutter, and bituminous pavement. If a bid item is included for the removal and replacement of sidewalks and/or paved surfaces, then payment for removal and replacement of the items will be at the contract unit cost, but not including any disturbed paved surfaces outside of the limits of removal shown on the plan sheets. Any additional removal will be considered subsidiary to other bid items (no additional payment will be made).

B. Execution

1. Open Cut Method (Trenching)
 - a. General

Open cut (trench) excavations except as otherwise specified or approved by the Engineer. Minimize inconvenience and disturbance to the general public.

Sort and stockpile the excavated material so the proper material is available for backfill.

b. Trench Depths

Excavate trenches to depths required for proper pipe embedment. Overdepth excavation may be required when the subgrade is unstable. Backfill overdepth excavations with granular pipe embedment material, unless otherwise directed by the Engineer.

c. Trench Walls

Undercutting of trench walls is not permitted.

d. Trench Widths

- 1) The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall not exceed 2 feet measured from the outside of the proposed pipe size on each side.
- 2) If the allowable maximum widths are exceeded at manholes, bore pits, tees, and in unstable earth material, provide bedding adequate to develop the required lateral support for the pipe and/or provide a sufficient strength class of pipe to accommodate the loading conditions as approved by the Engineer.

e. Trench Safety

Trench safety shall be in accordance with SC.20.

f. De-Watering

1. Should groundwater be encountered, Contractor shall be responsible for utilizing a dewatering system(s) to remove water from the excavations. Contractor shall install and operate dewatering system(s) to achieve the following:
 - a) Keep excavations free from water.
 - b) Prevent displacement of surrounding soils.
 - c) Prevent water from crossing road or driveways during icing conditions or other potentially hazardous conditions.
- 2) Form dams, flumes or other works necessary to keep the trenches clear of water while the sewers and their foundations, and other foundation works, are being constructed. Remove water from such excavation in a manner that does not damage property.

g. Blasting Areas

- 1) Blasting of any kind for rock excavation or any other purpose will not be allowed.

C. Measurement and Payment

Only items listed below will be measured for payment. All other costs shall be included in the unit or lump sum prices for the item affected thereby.

1. Trench safety system shall be paid for in accordance with SC.20.
2. Payment for unclassified excavation shall be paid for by the cubic yard under the bid item "Unclassified Street Excavation".

3. Payment for Embankment (ie Fill) shall be paid for by the cubic yard under bid items "Embankment (not for use in paving subgrade)" and "Furnish & Install Embankment (Final)(Dens Cont)(Ty C)(21") (refer to Typical Sections for Ty C Requirements)"
4. No additional payment will be made for: sand cushion; backfilling; compaction of backfill; removing and replacing top soils and obstruction, tunneling of trees, storm sewers or other obstructions; blasting; bracing and shoring; dewatering; pumping and draining; grade base stabilization; removal of excess excavated material; or restoration of the site, including grass seeding. Any additional pavement, including streets, sidewalks, ADA ramps, etc., removed and/or damaged will be replaced as existing at the CONTRACTOR's expense. It is mutually understood that subterranean water, quicksand, or other unstable earth may be encountered and the Contractor has taken such into consideration in making this bid. Where such is encountered, Contractor will be required to excavate to sufficient depth to permit backfilling with crushed stone in order to provide a stable base for the pipes. Extra payment will not be made because of such additional excavation or because it is necessary. Separate payment will not be made for service lateral construction or pits required for trenchless construction methods and is considered subsidiary to the respective bid items.

SC.63 DART INSURANCE REQUIREMENTS

NOT USED.

SC.64 Embankment (Final)(Dens Cont)(Ty C)(21")

- A. Contractor shall furnish and install Type C material that meets the requirements specified in the plans, specifically on the Typical Sections.
- B. The upper 12 inches of the Type C material shall be cement treated at a rate of 54#/SY.
- C. This item shall be measure and paid for by the Cubic Yard installed as shown in the plans.
- D. Cement Treatment of the upper 12 inches shall be paid for separately.
- E. Cement used for the Cement Treatment shall be paid for separately.

SC.65 MEASUREMENT AND PAYMENT PER LINEAR FOOT PVC PIPE

- F. Water pipe of the respective type, size, and/or strength including specified pipe embedment, and testing will be paid for at the Contract Unit Price per linear foot of pipeline actually installed, measured along the centerline of the pipeline from center of fitting to center of fitting, except when connecting to existing fittings or valves and then measured to the connection point. This item includes costs for location of existing services, excavation, existing pipe removal and disposal (if any), furnishing and placing pipe embedment materials, tees, furnishings and placing pipe, fittings and joint material, making connections to pipe of dissimilar materials, joint restraints, concrete blocking, embedment, backfill, testing, and any resulting restoration and repairs and incidental and appurtenant work required to complete the item. Restoration in paved areas will be paid for in accordance with the Bid Schedule for the various applicable items affected by the water construction within the specified limits. Pipe in steel encasement will be measured by the length of encasement pipe installed By Other Than Open Cut, or by Open Cut, and will include all fittings, joint restraints, spacers, and any other item necessary for installing the pipe within the encasement pipe.
- G. The unit price for pipe placed by open cut is broken down as three separate pay items as follows:

- a. 60 Percent of the unit price bid per linear foot shall be paid upon pipe installation and backfill.
 - b. 30 Percent of the unit price bid per linear foot shall be paid upon acceptable restoration of the disturbed linear footage. The OWNER may adjust this payment amount based on circumstances to allow a partial payment of the 30 percent prior to completed restoration.
 - c. 10 Percent of the unit price bid per linear foot shall be paid upon successful pipeline testing.
- H. Each of the above percentages are considered as the structure of the bid item and not retainage. The applicable retainage amount will only be retained on the percent portion paid, not the entire linear footage price. Once the applicable percentages of pipe unit costs are paid, the retainage on that portion will be withheld at that time.

SC.66 CONSTRUCTION NOTES

- A. Traffic control plan to be provided to the CITY at the pre-construction conference.
- B. Message boards to be posted seven (7) days in advance for any lane closures.
- C. Any item of work called for by the plans and/or specifications and not included as a bid item is to be considered subsidiary to construction and shall be considered paid for by other bid items.
- D. All existing utilities that cross the proposed sanitary sewer or storm sewer that must be removed and replaced, or relocated, shall be considered subsidiary to other bid items. Any utility that is relocated or replaced, must be replaced with new material of the same type and quality of the existing utility. This includes all sanitary sewer or storm sewer crossings regardless of size. All utilities that are specified to be supported shall be braced, supported, and backfilled according to the detail on sheets and shall be considered subsidiary to other bid items.
- E. Fence removal and replacement to facilitate construction is subsidiary to other bid items, replacement fence must be new and of the same or better material as the existing fence. All fencing shall have a mow strip installed.
- F. Contractor shall provide temporary fencing as necessary to protect property as may be required by owner. (No Separate Pay)
- G. All excavation is considered unclassified and shall be according to the plans and specifications. The contractor is responsible for determining methods of excavation based on his field observation and investigation
- H. Payment for pavement removal and replacement, with pavement subgrade and base will be at the unit price bid and quantities based on the limits shown on the plans. Any pavement, subgrade and base removed, and/or damaged, outside the limits shown on the plans will be replaced at the contractor's sole expense.

SC.67 MOBILIZATION

Mobilization shall include providing for all the required equipment, permits and labor necessary to move all machinery and personnel required onto the job site. Also, included under this item is the cost of all insurance and bonding requirements. This item shall not exceed five percent (5%) of the total bid. Twenty-five percent (25%) of this bid item will be paid after the work has begun on the first payment request. After successfully completing fifty percent (50%) of the work, an additional fifty percent (50%) will be paid if the project is on schedule. The final twenty-five percent (25%) will not be released until **WORK** is eighty-five percent (85%) complete, to allow for demobilization.

SECTION 12 MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

1. **SCOPE AND CONTRACT PRICE:** This section provides clarification of the measurement and payment for some work items in this Contract.

The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Proposal and Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

2. **ESTIMATED QUANTITIES:** All estimated quantities stipulated in the Proposal and Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts.

3. **SUBSIDIARY PAY ITEMS:** The following items shall be considered subsidiary to the pay items provided for the work under this contract. Other subsidiary items are described herein.

- Location of existing utilities.
- Video taping of project site prior to construction.
- Contractor negotiations with property owners for temporary staging areas.
- Construction Staking.
- Backfill of utility trenches.
- All fees.
- Repair of damaged fences, walls, irrigation systems, landscaping, and other improvements.
- Final cleanup.

SECTION 13 SUPPLEMENTAL PROVISIONS

CITY OF ROWLETT

SUPPLEMENTAL GENERAL PROVISIONS

1. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the CITY'S approval for the proposed plan of operation and sequence of work prior to beginning construction. If at any time during construction, the approved plan does not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR ANY PROPOSED CONSTRUCTION THAT IMPACTS ANY STREET OR ALLEY AND SUBMIT IT TO THE CITY WITH THE CONSTRUCTION SCHEDULE. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN CITY APPROVAL FOR THE TRAFFIC CONTROL PLAN.

When the work is carried on, in or adjacent to any street, alley or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such flagmen and watchmen; and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. All barricades, signs, lights, etc., shall be placed, maintained and operated in accordance with the Texas Manual on Uniform Traffic Control Devices. From sunset to sunrise, the CONTRACTOR shall furnish and maintain adequate warning lights. A sufficient number of barricades shall be erected to keep vehicles from being driven onto or into any work that might be a hazard to the public.

The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by the CONTRACTOR at his own cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the OWNER.

WHERE THE CITY APPROVED TRAFFIC CONTROL PLAN INCLUDES THE CLOSURE OF ANY STREET OR ALLEY DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL KEEP THE FIRE DEPARTMENT INFORMED AT ALL TIMES OF THE LIMITS OF SUCH CLOSURES AND SUCH STREET OR ALLEY REOPENINGS. BEFORE CLOSING ANY STREET OR ALLEY, THE CONTRACTOR SHALL NOTIFY CITY, FIRE/POLICE, ROWLETT ISD, US POSTAL SERVICE, AND SANITATION CONTRACTOR.

The CONTRACTOR shall provide and maintain flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and the CONTRACTOR'S personnel and as directed by the ENGINEER. Flagmen shall be English speaking, courteous, well-informed, physically and mentally able to effectually perform their duties, and shall be neatly attired and groomed at all times when on duty.

It shall be the entire responsibility of the CONTRACTOR to provide for ingress and egress to private property, all as specified herein or as directed by the CITY. Unless more restrictive conditions are specified on the plans, at no time during the period of construction will driveways with street access be left impassable for more than a 24-hour period. The

CONTRACTOR shall be required to knock down base material, to fill subgrade, and otherwise adjust driveways so as to maintain ingress and egress for all businesses and residents.

Except as otherwise provided above or elsewhere in the contract, these provisions for providing access, detouring traffic, flagmen, etc., will not be paid for directly but shall be considered as incidental to the overall project.

2. RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the work herein contracted for is to be performed, constructed, or installed, by such agent or agents as it may elect, for the purpose of inspecting the work, or for the purpose of performing or constructing such collateral work as said OWNER may desire.

3. SUBSURFACE INFORMATION, EXISTING UTILITIES

Subsurface information, including the existence and location of underground utilities, borings and other data shown is for the general information of the bidders, and is not guaranteed. The OWNER will make every effort to have underground utilities and services lowered below subgrade ahead of street excavation. Street structures shall be adjusted by the CONTRACTOR. The CONTRACTOR shall notify all public utilities and request field location and verification of all utilities and lines prior to excavation. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The CONTRACTOR shall be liable for maintenance and protection of existing utilities and street structures and for repair of any damage thereto.

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until so ordered by the CITY. The right is reserved to all public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs of their property as may be necessary for performance under this contract. The OWNER reserves the right to enter upon the limits of the contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing structures, etc., and for making other repairs, changes or extensions to any property of the OWNER.

Service lines from utility mains which interfere with machine trenching methods shall be "jumped" and the resulting "plug" excavated by hand methods; or at the option and expense of the CONTRACTOR, these services may be cut to allow machine excavation and then immediately restored to service. Services that are cut and replaced must be approved by the Inspector before they are covered with backfill. Where existing sewers are to be temporarily taken up or removed, the CONTRACTOR shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The CONTRACTOR shall take care of all sewage and drainage which will be received from these drains and sewers, and shall provide and maintain at his own expense adequate pumping facilities, troughs, pipes, channels, temporary outlets, diversions, or other structures until the permanent connections and lines are completed and in service. The CONTRACTOR shall satisfactorily dispose of any water, drainage, sewer, nuisance or unsanitary conditions.

Where existing sewer or drains are damaged or broken by the CONTRACTOR, the CONTRACTOR shall repair the broken line immediately with approved sewer pipe and shall disinfect any contaminated ditch or surrounding ground with disinfecting agent. No new material shall be installed until all contaminated ground, ditch and/or material have been properly disinfected. No pay will be allowed for this disinfection.

All utility poles, guy wires and meters that interfere with the construction of this project will be removed by others without cost to the CONTRACTOR.

The removal and/or replacement of signs, fences, trees, and other minor items shall be the responsibility of the CONTRACTOR and will not be measured for payment, but shall be considered as subsidiary items to the work unless specifically detailed in the plans and proposal.

4. WATER FOR CONSTRUCTION

Water for mixing and curing concrete and mortar shall be obtained from the City of Rowlett Water Department at regular established rates or from any other suitable source approved by the CITY. On water and sewer line contracts, water required for mixing, etc., may be obtained from the City of Rowlett Water Department at regular established rates. The City of Rowlett shall furnish only water used for testing or flushing of water lines. On other types of construction, the CONTRACTOR shall pay for City water at regular established rates. The CONTRACTOR shall make all necessary arrangements with the City Water Department for taps, metering, etc.

5. SALVAGED MATERIALS

Any usable materials which are salvaged, recovered, or discovered during the progress of the work, and which are not intended or designated for reuse in the work, shall be placed in storage at the City yard or at such other place within the City of Rowlett as is designated.

6. PROTECTION OF ADJOINING PROPERTY

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered or which might be injured or seriously affected by any process of construction to be undertaken under this agreement; for any damage or injury by reason of said progress of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.

The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands for claims for said damage.

When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may, at the option of the CONTRACTOR, either pay unpaid bills of which the OWNER has written notice, or direct or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER, to either the CONTRACTOR or his Surety.

7. CONTROL OF MATERIAL

The source of supply of materials shall be approved by the CITY. Representative samples of the materials proposed to be used, in quantities required, will be submitted for examination and testing in accordance with the methods prescribed by the applicable specifications, and by the agency designated by the ENGINEER. Only materials conforming to the requirements of these specifications and approved by the ENGINEER shall be used in the work. The materials proposed to be used may be inspected or tested at any time during their preparation or use. If the sources of supply which have been approved do not furnish a uniform product or if the product from any source proves unacceptable at any time, the CONTRACTOR shall furnish approved material from other approved sources. No material, which after approval has in any way become unfit for use shall be used in the work.

8. NCTCOG GENERAL PROVISIONS

References in the Specifications and Contract Documents to NCTCOG items refers to the Standard Specifications for Public Works Construction North Central Texas as prepared by the North Central Texas Council of Governments dated 1983, including all amendments. The City of Rowlett's Contract Provisions shall govern whenever there is a conflict between them and NCTCOG; however, whenever the City's Contract Provisions are silent with regard to an item, NCTCOG shall govern.

9. CONTRACTOR'S BUILDINGS

The building structures for housing laborers, or the erection of tents or other forms of protection, will be permitted only at such places as the PROJECT MANAGER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the PROJECT MANAGER, in accordance with state and local laws.

10. SANITATION

Necessary sanitary conveniences for the use of laborers on the work, properly secured from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the PROJECT MANAGER, and their use shall be strictly enforced.

11. LINES AND GRADES

All lines and grades shall be furnished by the CONTRACTOR or his representative. The CONTRACTOR shall be responsible for furnishing all necessary equipment and survey personnel to establish all elevations and alignment necessary for construction. The Contractor shall string line the paving edges and must receive approval from the City Engineer or his representative before the placement of concrete pavement. If the line and grade are not approved, the Contractor will reset a new line and grade at no additional cost. Special care should be taken to insure no water is trapped in backyards and that no ponding or standing water exists in the finished street.

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SECTION 14 TECHNICAL SPECIFICATIONS

CITY OF ROWLETT

TECHNICAL SPECIFICATIONS

1. GENERAL SPECIFICATIONS

Pay Item No. 3 – Implementation of Storm Water Pollution Prevention Plan inc.Install/Maint./Removal of Silt Fence and Inlet Protection (refer to S.C. 35)

The work under this Item shall be perform all required SW3P measures as indicated on the plans and shall be performed in accordance with NCTCOG Specification 202 – Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Lump Sum (LS).

Pay Item No. 4 – Trench Safety Design (For all project pipe installation)(refer to S.C. 20)

Pay Item No. 26 – Furnish & Install Trench Protection (Storm Drain)

The work under this Item shall be for the Contractor to provide Trench Excavation Protection design and installation, maintenance, and removal and shall be performed in accordance with NCTCOG Specification 107.20 – Protection of Work and Persons and Property. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per by the Linear Foot (LF) or Lump Sum (LS).

Pay Item No. 7 – Unclassified Street Excavation (refer to S.C. 62)

Pay Item No. 8 – Embankment (not for use in paving subgrade)

Pay Item No. 9 – Furnish & Install Embankment (Final)(Dens Cont)(Ty C)(21") (refer to Typical Sections for Ty C Requirements)

The work under this Item shall be to construct reinforced concrete paving as indicated in the plans and shall be performed in accordance with NCTCOG Specification 203 – Site Preparation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Cubic Yard (CY).

Pay Item No. 14 – Adjust Exist Storm Sewer Manhole (replace w/ new Ring & Cover)

Pay Item No. 15 – Adjust Water valve to New Grade

The work under this Item shall be to the City utility features to the proposed grade as indicated on the plans and shall be performed in accordance with NCTCOG Specification 502 – Appurtenances. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Each (EA).

Pay Item No. 7 – General Site Preparation

Pay Item No. 8 – Remove and Replace Exist Tree (4" to 12" Dia) (Match Exist Species) (refer to S.C. 49)

Pay Item No. 9 – Remove Exist Inlet (regardless of size)

Pay Item No. 10 – Full Depth Sawcut, Rem. & Disp. of Conc Pvmt (incl. curb and gutter) (refer to S.C. 34)

Pay Item No. 11 – Full Depth Sawcut, Rem. & Disp. of Concrete Sidewalk and Ramp (refer to S.C. 34)

Pay Item No. 12 – Remove and Relocate Sign (incl. post and base)

Pay Item No. 13 – Remove Exist Storm Drain RCP (18"-24" dia.)

Pay Item No. 16 – Remove & Salvage Exist Fire Hydrant (Return to City Public Works)

The work under this Item shall be to construct reinforced concrete paving as indicated in the plans and shall be performed in accordance with NCTCOG Specification 201 – Site Protection and NCTCOG Specification 203 – Site Preparation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

After removing the existing fire hydrants, salvage the fire hydrants ensuring no damage is done and return them to the City Public Works Department.

This Item shall be measured and paid for per Square Yard (SY) or Each (EA).

Pay Item No. 18 – Furnish & Install Dense Graded HMA (SQ)(TY D) PG64-22 (4")

The work under this Item shall be to construct hot-mix asphalt concrete Ty D 4" thick as the pavement base as indicated on the plans and shall be performed in accordance with NCTCOG Specification 302 – Asphalt Pavement. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Ton (Ton).

Pay Item No. 19 – Furnish & Install 12" Cement Treated Subgrade (5% Cement)(Road Mixed)(refer to S.C. 37)

Pay Item No. 20 – Furnish & Install Cement (54#/SY)(refer to S.C. 37)

The work under this Item shall be to stabilize the upper 12" of the Type C Embankment for the pavement subgrade with cement as indicated on the plans and shall be performed in accordance with NCTCOG Specification 301 – Subgrade, Subbase, and Base Preparation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Square Yard (SY) or Ton (Ton).

Pay Item No. 17 – Furnish & Install 11" Reinf. Concrete Pavement (CRCP) (incl 6" monolithic concrete curb)

Pay Item No. 22 – Furnish & Install 4" Thick Wide Concrete Sidewalk (Up to 6' wide)

Pay Item No. 23 – Furnish & Install Curb Ramp TxDOT TY 7 (regardless of width) (incl. truncated domes and curb if req'd)

The work under this Item shall be to construct reinforced concrete paving as indicated in the plans and shall be performed in accordance NCTCOG Specification 303 – Portland Cement Concrete Pavement and NCTCOG Specification 305 – Miscellaneous Roadway Construction. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Square Yard (SY) or Each (EA).

Pay Item No. 24 – Furnish & Install Pedestrian Railing (TXDOT PRD-13 TYP F)

The work under this Item shall be to install pedestrian railing adjacent to proposed sidewalk where indicated on the plan and shall be performed in accordance with TxDOT Specification 450 – Railing. The CONTRACTOR shall refer to various

referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured per linear foot (LF).

Pay Item No. 25 – Furnish & Install 24" RCP (Class III)(incl. collars and connections to existing and proposed storm drains)

The work under this Item shall be to install storm drain reinforced concrete pipe of the types and sizes as indicated in the plans and shall be performed in accordance NCTCOG Specification 501 – Underground Conduit Materials and NCTCOG Specification 508 – Open Cut Stormwater Conduit Installation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

Any items required to complete the inlet installation not included in the bid shall be considered subsidiary to this item. (No Separate Pay)

This Item shall be measured and paid for per Linear Foot (LF).

Pay Item No. 27 – Furnish & Install 6' Standard Inlet

Pay Item No. 28 – Furnish & Install 8' Standard Inlet

Pay Item No. 29 – Furnish & Install 12' Recessed Inlet

Pay Item No. 30 – Furnish & Install 14' Recessed Inlet

Pay Item No. 31 – Furnish & Install Single Grate Drop Inlet NTTA Type C (Including 5-inch concrete Rip Rap)

Pay Item No. 32 – Furnish & Install Triple Grate Drop Inlet NTTA Type C (Including 5-inch concrete Rip Rap)

The work under this Item shall be to install storm drain inlets of the types and sizes as indicated in the plans and shall be performed in accordance with NCTCOG Specification 702 – Concrete Structures. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

Any items required to complete the inlet installation not included in the bid shall be considered subsidiary to this item. (No Separate Pay)

This Item shall be measured and paid for per Each (EA).

Pay Item No. 33 – Furnish & Install TxDOT PCU with 2 Extensions

The work under this Item shall be to install storm drain inlets of the types and sizes as indicated in the plans and shall be performed in accordance with TxDOT Specification 465 – Junction Boxes, Manholes, and Inlets. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

Any items required to complete the inlet installation not included in the bid shall be considered subsidiary to this item. (No Separate Pay)

This Item shall be measured and paid for per Each (EA).

Pay Item No. 34 – Furnish & Install Fire Hydrant Assembly (incl. connections to existing and proposed waterlines)

Pay Item No. 36 – Furnish & Install 6" Gate Valve

Pay Item No. 37 – Furnish & Install 6" Cap

The work under this Item shall be to install complete fire hydrant assemblies, gate valves, and waterline fittings as indicated in the plans and shall be performed in accordance with NCTCOG Specification 502 – Appurtenances and NCTCOG Specification 506 – Open Cut Water Conduit Installation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

Any items required to complete the waterline installation not included in the bid shall be considered subsidiary to this item. (No Separate Pay)

This Item shall be measured and paid for per Each (EA).

Pay Item No. 35 – Furnish & Install Water Line - PVC (DR 14)(6")(incl. all connections, bends, cones, collars, and fittings required for installation)

The work under this Item shall be to install waterlines in the size and locations as shown on the plans and shall be performed in accordance with NCTCOG Specification 501 – Underground Conduit Materials and NCTCOG Specification 506 – Open Cut Water Conduit Installation. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

Any items required to complete the waterline installation not included in the bid shall be considered subsidiary to this item. (No Separate Pay)

This Item shall be measured and paid for per Linear Foot (LF).

Pay Item No. 38 – Furnish & Install Bermuda Block Sod (incl. 6" topsoil)(refer to S.C. 32)

The work under this Item shall be furnish and install the topsoil and block sodding in locations shown on the plans and shall be performed in accordance with NCTCOG Specification 204 – Landscaping. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This Item shall be measured and paid for per Square Yard (SY).

Pay Item No. 39 – Furnish & Install Aluminum Signs (TY A)

The work under this Item shall be performed in accordance with TxDOT Specification 636 – Signs. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This work shall include all necessary labor and materials to furnish and install the entire sign at the locations shown on the plans.

This Item shall be measured and paid for per Square Foot of Sign (SF).

Pay Item No. 40 – Furnish & Install IN SM RD SN SUP&AM TYTWT(1)WS(P)

Pay Item No. 41 – Furnish & Install IN SM RD SN SUP&AM TY10BWG(1)SB(U)

The work under this Item shall be performed in accordance with TxDOT Specification 644 – Small Roadside Sign Assemblies. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This work shall include all necessary labor and materials to install the entire sign, support, post, and assembly at the locations shown on the plans.

Multiple signs on a single post are measured as one (1) sign and any sign(s) on multiple posts are measured as one (1) sign.

This Item shall be measured and paid for per Each (EA).

Pay Item No. 42 – Furnish & Install Refl Pav Mrk TY I (W)8"(DOT)(100MIL) (incl. Surface Prep and Sealer)
Pay Item No. 43 – Furnish & Install Refl Pav Mrk TY I (W)8"(SLD)(100MIL) (incl. Surface Prep and Sealer)
Pay Item No. 44 – Furnish & Install Refl Pav Mrk TY I (W)12"(SLD)(100MIL) (incl. Surface Prep and Sealer)
Pay Item No. 45 – Furnish & Install Refl Pav Mrk TY I (W)24"(SLD)(100MIL) (incl. Surface Prep and Sealer)
Pay Item No. 46 – Furnish & Install Refl Pav Mrk TY I (W)(ARROW)(100MIL) (incl. Surface Prep and Sealer)
Pay Item No. 47 – Furnish & Install Refl Pav Mrk TY I (W)(WORD)(100MIL) (incl. Surface Prep and Sealer)

The work under this Item shall be to furnish and install proposed pavement markings and raised pavement markers as shown in the plans and shall be performed in accordance with TxDOT Specification 666 – Retroreflectorized Pavement Markings, TxDOT Specification 668 – Prefabricated Pavement Markings, and TxDOT Specification 672 – Raised Pavement Markers. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item also includes any and all required sealants after striping has been applied. (No Separate Pay)

This item shall be measured and paid for per Linear Foot (LF) or Each (EA) as specified in the plans.

Pay Item No. 48 – Furnish & Install Veh Sig Sec (12-in)LED(GRN)
Pay Item No. 49 – Furnish & Install Veh Sig Sec (12-in)LED(GRN ARW)
Pay Item No. 50 – Furnish & Install Veh Sig Sec (12-in)LED(YEL)
Pay Item No. 51 – Furnish & Install Veh Sig Sec (12-in)LED(YEL ARW)
Pay Item No. 52 – Furnish & Install Veh Sig Sec (12-in)LED(RED)
Pay Item No. 53 – Furnish & Install Veh Sig Sec (12-in)LED(RED ARW)
Pay Item No. 54 – Furnish & Install Ped SIG Head (Countdown)
Pay Item No. 55 – Furnish & Install Backplate w/refl Brdr(3 SEC)
Pay Item No. 56 – Furnish & Install Backplate w/refl Brdr(4 SEC)
Pay Item No. 57 – Furnish & Install Backplate w/refl Brdr(5 SEC)
Pay Item No. 58 – Furnish & Install Louver (12") (Adjustable)

The work under this Item shall be to install various signal heads for the proposed signals in the locations shown in the plans and shall be performed in accordance with TxDOT Specification 682 – Vehicle and Pedestrian Signal Heads. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item shall be measured and paid for by the Each (EA).

Pay Item No. 59 – Furnish & Install LED Luminaire Fixtures (250 W)

The work under this Item shall be to furnish and install roadway illumination on traffic signal poles and shall be performed in accordance with TxDOT Specification 610 – Roadway Illumination Assemblies. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item shall be measured and paid for per Each (EA).

Pay Item No. 60 – Furnish & Install VIVDS Camera
Pay Item No. 61 – Furnish & Install Ped Detect Push Button (APS)
Pay Item No. 62 – Furnish & Install Signal Pole (Mast Arm 48")(LUM)&(ILSN)
Pay Item No. 63 – Furnish & Install Signal Pole (Mast Arm 55")(LUM)&(ILSN)
Pay Item No. 64 – Furnish & Install Signal Pole (Mast Arm 60")(LUM)&(ILSN)

Pay Item No. 65 – Furnish & Install Pedestrian Pedestal Pole (12')
Pay Item No. 66 – Furnish & Install Pedestrian Push Button Pole (5')
Pay Item No. 67 – Removing Traffic Signals
Pay Item No. 69 – Remove Ground Box
Pay Item No. 70 – Remove Ped Pole Assembly
Pay Item No. 71 – Furnish & Install Drill Shaft (Traffic Signal Pole) (24 IN)
Pay Item No. 72 – Furnish & Install Drill Shaft (Traffic Signal Pole) (36 IN)
Pay Item No. 73 – Furnish & Install Drill Shaft (Traffic Signal Pole) (48 IN)
Pay Item No. 89 – Furnish & Install Preemption Detector (Opticom)
Pay Item No. 90 – Furnish & Install Pan Tilt Zoom Camera

The work under this Item shall be to furnish and install fully operational 4-way traffic signals in the locations shown in the plans and shall be performed in accordance with TxDOT Specification 680 – Highway Traffic Signals. The CONTRACTOR shall refer to various sections within this specification for various specifications required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work. Contractor shall provide police officer assistance subsidiary to ALL SIGNAL WORK RELATED BID ITEMS. A minimum of six officers is required when the traffic signal is taken out of normal operation mode including all existing signals, temporary signals, and new signals. (No Separate Pay Item)

Relocation of signal heads, radar detection system, radio antenna, video camera, Opticom preemption detection, standard signs, street name signs, or ILSN as called out in the plans is subsidiary to pertinent items. (No Separate Payment).

Contractor shall relocate signal poles, mast arms, all necessary equipment as indicated in these plans. The relocated signals must be removed, relocated, and operational within 1 working day. This Item shall include all tools, labor, materials, and incidentals to complete the work. (No Separate payment).

This item shall be measured and paid for by the Linear Foot (LF) OR per Each (EA) as specified in the plans.

Pay Item No. 74 – Furnish & Install Conduit (PVC) (Sch 40) (4-in)
Pay Item No. 75 – Furnish & Install Conduit (PVC) (Sch 40) (4-in) (Bore)

The work under this Item shall be to furnish and install various types of underground conduits and shall be performed in accordance with TxDOT Specification 618 – Conduit. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item shall be measured and paid for by the Linear Foot (LF).

Pay Item No. 76 – Furnish & Install Elec Condr (No.4) Bare
Pay Item No. 77 – Furnish & Install Elec Condr (No.4) Insulated
Pay Item No. 78 – Furnish & Install Elec Condr (No.8) Bare
Pay Item No. 79 – Furnish & Install Elec Condr (No.12) Insulated
Pay Item No. 80 - Furnish & Install VIVDS Communication Cable
Pay Item No. 81 – Furnish & Install Trf Sig Cbl (TY C)(12 AWG)(2 Condr)
Pay Item No. 82 – Furnish & Install Trf Sig Cbl (TY A)(14 AWG)(5 Condr)
Pay Item No. 83 – Furnish & Install Trf Sig Cbl (TY A)(14 AWG)(7 Condr)
Pay Item No. 84 – Furnish & Install Trf Sig Cbl (TY A)(14 AWG)(10 Condr)
Pay Item No. 85 – Furnish & Install Trf Sig Cbl (TY A)(14 AWG)(20 Condr)
Pay Item No. 86 – Furnish & Install Tray Cable (3 CONDR) (12 AWG)
Pay Item No. 87 – Furnish & Install Red Light Confirmation Cable
Pay Item No. 88 – Furnish & Install Preemption Detector Cable (Opticom)
Pay Item No. 91 – Furnish & Install Ethernet Cable

The work under this Item shall be to furnish and install various types of underground electrical services, cables, and conductors, and shall be performed in accordance with TxDOT Specification 620 – Electrical Conductors, TxDOT Specification 621 – Tray Cable, and TxDOT Specification 628 – Electrical Services. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item shall be measured and paid for by the Linear Foot (LF) as indicated in the plans.

Pay Item No. 68 – Furnish & Install Ground Box Ty D (162922)

The work under this Item shall be to furnish and install ground boxes and shall be performed in accordance with TxDOT Specification 624 – Ground Boxes. The CONTRACTOR shall refer to various referenced related specifications within this specification required to complete this work. This Item shall include all tools, labor, materials, and incidentals to complete the work.

This item shall be measured and paid for per Each (EA).



**City of Rowlett Purchasing Office
Addendum No. 1
Issued November 11, 2025**

Bid No: 2026-14-B
Bid Title: Right Turn Lanes – Miller Rd and PGBT
Bids Due: 12/3/2025 @ 2:00 P.M.

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the bid:

Changes

The original document 2026-14-B Construction Plans was corrupt and has been replaced.

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to December 3, 2025, by 2:00 P.M. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com



**City of Rowlett Purchasing Office
Addendum No. 2
Issued December 1, 2025**

Bid No: 2026-14-B
Bid Title: Right Turn Lanes – Miller Rd and PGBT
Bids Due: 12/3/2025 @ 2:00 P.M.

Addendum #2 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the bid:

Changes

Line Item No. 43 Furnish & Install Refl Pav Mrk TY I (W)8”(SLD)(100MIL) (incl. Surface Prep and Sealer):

- **Change Unit of Measure to LF**

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to December 3, 2025, by 2:00 P.M. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form if you have not previously submitted a response.

For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com

PROPOSAL SCHEDULE - BID NO. 2026-14-B - BASE BID					
Item No.	Quantity	Unit	Description of Item and Unit Bid Price in Words	Prices in Figures	
				Unit Cost	Total
36	2	EA	Furnish & Install 6" Gate Valve Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per each.	\$	\$
37	1	EA	Furnish & Install 6" Cap Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per each.	\$	\$
38	1,700	SY	Furnish & Install Bermuda Block Sod (incl. 6" topsoil)(refer to S.C. 32) Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per square yard.	\$	\$
39	82	SF	Furnish & Install Aluminum Signs (TY A) Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per square foot.	\$	\$
40	9	EA	Furnish & Install IN SM RD SN SUP&AM TYTWT(1)WS(P) Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per each.	\$	\$
41	2	EA	Furnish & Install IN SM RD SN SUP&AM TY10BWG(1)SB(U) Complete in place for the sum of: _____ dollars and _____ cents per each.	\$	\$
42	106	LF	Furnish & Install Refl Pav Mrk TY I (W)8"(DOT)(100MIL) (incl. Surface Prep and Sealer) Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per linear foot.	\$	\$
43	738	LF (REVISED)	Furnish & Install Refl Pav Mrk TY I (W)8"(SLD)(100MIL) (incl. Surface Prep and Sealer) Item includes all appurtenances, labor, materials, equipment, and incidentals; Complete in place for the sum of: _____ dollars and _____ cents per linear foot.	\$	\$



City of Rowlett City Council Agenda Item

Meeting Date: 1/6/2026

Agenda Item: 7.A.

Title

Consider action to adopt a resolution authorizing an interlocal agreement with Dallas County to provide emergency response services to the unincorporated portions of Dallas County adjacent to the city limits of Rowlett.

Staff Representative

Tim Gauthier, Fire Chief

Executive Summary

Dallas County has requested to renew an interlocal agreement with the Rowlett Fire Department and the City of Rowlett for emergency response services in the unincorporated portions of Dallas County. This agreement would extend the current agreement with Dallas County and allow the city to provide timely response into areas where Dallas County is significantly delayed. The Rowlett Fire Department is the closest response agency to these areas and can manage the call volume within our current response requirements.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENSURE A SAFE COMMUNITY	2.3 Deliver exceptional first-responder coverage and response times. 2.5 Strengthen public safety, public outreach, education, and communication.

Background Information

On September 19, 2023, the City Council approved a resolution (RES-104-23) authorizing an interlocal agreement with Dallas County to provide emergency fire and medical response to the unincorporated portions of Dallas County in proximity to the city limits of Rowlett. This agreement was for one year, with an additional one-year that would renew automatically provided both parties chose to maintain the agreement. Terms of the initial agreement expired on September 30, 2025 and department staff have been working with Dallas County on a new agreement that would extend service to these areas through September 30, 2028. A copy of the agreement has been provided as an attachment (Exhibit A).

Through continued service to the unincorporated areas of Dallas County, the City of Rowlett and the Rowlett Fire Department maintain a partnership that provides a critical response need. The Rowlett Fire Department will provide the primary response in these areas, but is supported through mutual aid from neighboring departments. This layering

of capabilities allows us to manage the number of resources we commit to county areas, while maintaining a state of readiness within the city.

Discussion

As part of the department's overall evaluation process, staff wanted to ensure the contract was fiscally responsible and did not create an undue burden on resource availability. Call volumes, response times, and overall unit response were reviewed. Contract rates for services were measured against costs for service provision to ensure the expenditure of city resources did not exceed funding provided by Dallas County for response into these areas.

Review of county responses provides that call volume in the area is down from the rates seen prior to our agreement with Dallas County. The Rowlett Fire Department is currently averaging about 10 responses a month into the unincorporated county areas, which is easily absorbed within current call volume and response requirements. Overlapping responses were also evaluated for larger resource calls, but the department has experienced no shortage of initial alarm response when units were assigned in the county.

Within the new agreement, Dallas County raised the rates for fire response to \$600 per fire-based run and \$700 per run for emergency medical services. There are additional allotments for calls requiring multiple units and for calls extending beyond the 2-hour threshold. When compared against our unit costs for vehicles and personnel based on average call time, this reimbursement rate should allow us to maintain a positive revenue stream for the city.

Financial/Budget Implications

Within the new agreement, Dallas County continues to provide a flat rate for all calls according to call type. Base fire calls receive \$600.00 and emergency medical calls receive \$700.00 per response. Medical calls requiring additional staffing will be reimbursed for both a fire and medical response, provided the call meets the criteria outlined in the agreement. Extended calls lasting more than 2 hours will receive an additional reimbursement rate of \$300.00 per hour, dependent on call type and unit required.

We have received approximately \$147,000 in reimbursements from Dallas County to date. This includes the term of the initial agreement ending in September 2025, plus October and November of the current fiscal year. Dallas County is current on their reimbursement payments.

Based on call volumes and reimbursements outlined in the agreement, staff anticipates a yearly revenue stream of approximately \$75,000 from the county. An additional \$45,000 may be obtained through medical and fire response billing, which is authorized to the city through this agreement and currently handled by our third party billing agreement with Emergicon.

Recommended Action

Consider action to approve a resolution authorizing a new agreement with Dallas County for emergency response into the unincorporated areas of Dallas County that lie adjacent to the city limits of Rowlett.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE CITY OF ROWLETT, TEXAS INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR THE CITY TO PROVIDE FIRE PROTECTION SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY ADJACENT AND/OR NEAR TO THE CITY'S CORPORATE LIMITS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dallas County ("County") has requested the City of Rowlett ("City") provide fire protection services ("Services") to unincorporated areas of Dallas County, adjacent and/or near to the City's corporate limits; and

WHEREAS, Dallas County has agreed to reimburse the City for providing such Services; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement ("Agreement") between the City and the County; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement between Dallas County and the City; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Rowlett;

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

SECTION 1: The City of Rowlett, Texas Interlocal Agreement with Dallas County, Texas for the City to provide fire protection services to the unincorporated areas of Dallas County adjacent and/or near to the City's corporate limits (the "Agreement") is hereby approved in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A" and the City Manager is hereby authorized to execute the Agreement and any related and necessary documents. .

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

Attachments

1. Dallas County Emergency Response Agreement 11-4-25

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**CITY OF ROWLETT, TEXAS
INTERLOCAL AGREEMENT
FIRE PROTECTION SERVICES**

This Interlocal Agreement ("Agreement") is entered into by and between the City Rowlett, Texas (the "City") and Dallas County, Texas (the "County"). The County and the City may hereinafter be referred to individually as a "Party," or collectively, the "Parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act (the "Act"), Government Code Chapter 791, authorizes both the County and the City to contract to perform governmental functions and services; specifically, to perform fire protection services;

WHEREAS, the City has agreed to provide fire protection services to the unincorporated areas of the County, and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the "Agreement") between City and County is hereby made between said City and County as follows:

**I.
SERVICES**

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II. TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2025 through September 30, 2026, and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2026 through September 30, 2027, and October 1, 2027 through September 30, 2028) provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III. DEFINITIONS & CONDITIONS

A. "Fire Run" shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an "Ambulance Run" (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

B. "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment.

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation ("CPR") may need to be performed to sustain life;

- 2) an individual is experiencing breathing difficulties where additional personnel are needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, or where fire apparatus/skills are required.

IV. REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) for each approved Fire Run that the City makes into the defined unincorporated area. Fire Runs which require more than two (2) hours of service, shall be reimbursed at a rate of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each additional one (1) hour of service (e.g., a three-hour Fire Run would be reimbursed at a rate of \$900.00 dollars).

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately contact the Dallas County Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when

(i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.
MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.
TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.
INSURANCE

Parties agree that they will at all times during this Agreement maintain in full force and effect insurance, including workers' compensation insurance for its employees, or self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. Parties shall furnish (upon request) to one another satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that Parties will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that each Party's insurance covers all cost and expense respective to each Party's obligations under this Agreement.

VIII.
LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

IX.
NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County:

Fire Marshal
County of Dallas
Records Building
500 Elm St. – Room 500
Dallas, Texas 75202

To City:

Fire Chief, Tim Gauthier
Rowlett Fire Department
3900 Miller Road
Rowlett, Texas 75088

X.
MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

C. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

D. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Open Records. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information, or any part thereof, or other items or information furnished to Parties whether or not the same are available to the public. It is further understood that the Parties, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Parties, their officers and employees shall have no liability or obligations to each other for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to the Parties by each other in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

J. Force Majeure. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, tornado, wind, hurricane, natural disaster, nuclear accident, strike, air

traffic disruption, lockout, riot, freight embargo, pandemic or epidemic, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

K. Authority. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the ____ day of _____, 2025.

COUNTY:

CITY:

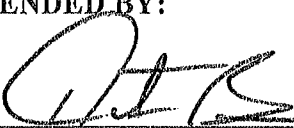
BY: Clay Lewis Jenkins

Dallas County Judge

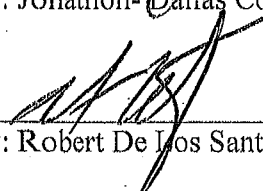
BY:

Mayor of City of Rowlett, Texas

RECOMMENDED BY:



By: Jonathon- Dallas County Assistant Court Administrator



By: Robert De Los Santos -- County Fire Marshal

APPROVED AS TO FORM*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY

BY: 
Rebecca Lundberg
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT "A"
FIRE PROTECTION ZONE MAP

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**CITY OF ROWLETT, TEXAS
INTERLOCAL AGREEMENT
AMBULANCE SERVICES**

This Interlocal Agreement ("Agreement") is entered into by and between the City Rowlett, Texas (the "City") and Dallas County, Texas (the "County"). The County and the City may hereinafter be referred to individually as a "Party," or collectively, the "Parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act (the "Act"), Government Code Chapter 791, authorizes both the County and the City to contract to perform governmental functions and services; specifically, to perform ambulance and emergency medical services;

WHEREAS, the City has agreed to provide ambulance and emergency medical services to the unincorporated areas of the County, and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the "Agreement") between City and County is hereby made by and between said City and County as follow:

**I.
SERVICES**

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II. TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2025 through September 30, 2026 and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2026 through September 30, 2027, and October 1, 2027 through September 30, 2028) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III. DEFINITIONS

A. An "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a "Fire Run" (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

B. The "Minimum Ambulance Staffing" shall be defined as follows: (i) Advanced Life Support ("ALS") units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic, and (ii) Basic Life Support ("BLS") units shall have a minimum of two (2) EMT-Basics.

C. A "Fire Run" shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV.
REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of SEVEN HUNDRED NO/100 DOLLARS (\$700.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately contact the Dallas County Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.
FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County

shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for "per ambulance utilized" not for "per patient transported". In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where cardiopulmonary resuscitation ("CPR") is in progress or where multiple injuries involving a patient in a life-threatening situation who must receive extensive personal treatment while being transported.

VI. **TERMINATION**

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII. **INSURANCE**

Parties agree that they will at all times during this Agreement maintain in full force and effect insurance, including workers' compensation insurance for its employees, or self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. Parties shall furnish (upon request) to one another satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that Parties will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that each Party's insurance covers all cost and expense respective to each Party's obligations under this Agreement.

VIII. **LIABILITY**

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity,

governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

IX. **NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Dallas County Fire Marshal
Records Building
500 Elm St. – Room 500
Dallas, Texas 75202

To City: Fire Chief, Time Gauthier
Rowlett Fire Department
3900 Miller Road
Rowlett, Texas 75088

X. **MISCELLANEOUS**

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

C. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

D. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Open Records. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information, or any part thereof, or other items or information furnished to Parties whether or not the same are available to the public. It is further understood that the Parties, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Parties, their officers and employees shall have no liability or obligations to each other for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to the Parties by each other in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

J. Force Majeure. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, tornado, wind, hurricane, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, pandemic or epidemic, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice

thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

K. Authority. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the _____ day of _____, 2025.

COUNTY:

CITY:

BY: Clay Lewis Jenkins

Dallas County Judge

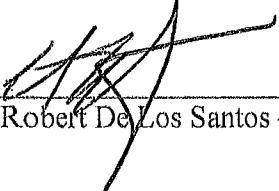
BY:

Mayor of City of Rowlett, Texas

RECOMMENDED BY:



By: Jonathon- Dallas County Assistant Court Administrator



By: Robert De Los Santos – County Fire Marshal

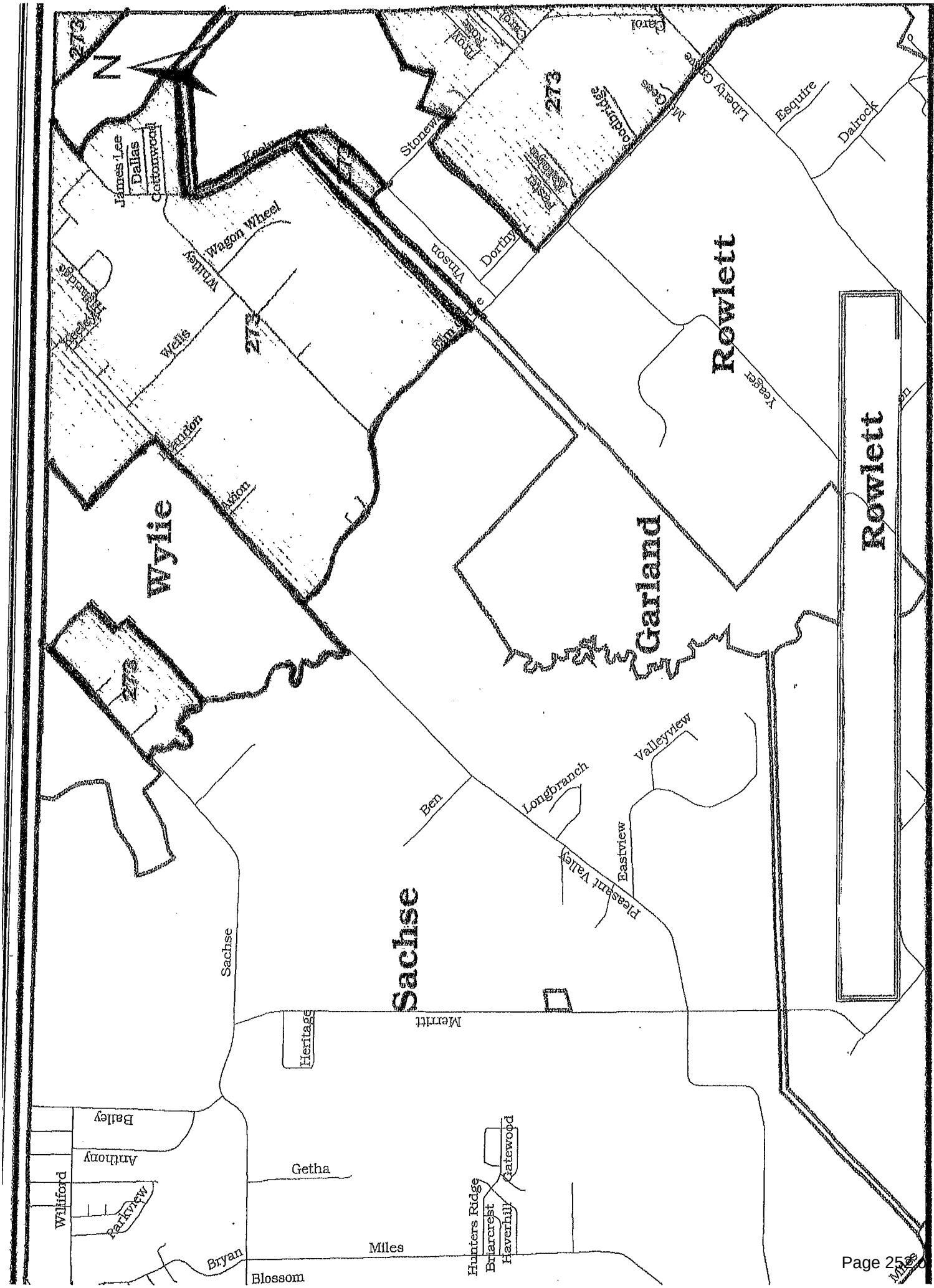
APPROVED AS TO FORM*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY

BY: 
Rebecca L. Lundberg
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT "A"
AMBULANCE RESPONSE ZONE MAP



Meeting Date: 1/6/2026

Agenda Item: 7.B.

Title

Consider action to adopt a resolution amending the Master Fee Schedule for Community Development and Parks and Recreation Departments fees.

Staff Representative

Derek Hull, Director of Community Development
 Ryan Mullins, Director of Parks & Rec

Executive Summary

The Directors of Community Development and Parks and Recreation are proposing new fees and revisions to existing fees to comply with State Law, to remain competitive with neighboring municipalities and to consider fees for new applications, permits, and services.

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

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.

The Directors of Community Development and Parks and Recreation Departments provided proposed updates to the City's Master Fee Schedule at the City Council Work Session on December 15, 2025. For Community Development, City Council requested additional comparative information for the Planning Division permits and applications as proposed in the Draft Fee Schedule, and for Parks and Recreation, City Council requested that staff consider adding a Senior Season Pass to the Wet Zone fees. These items are summarized in the Discussion section below.

Discussion

The Planning Division concluded its research by conducting an analysis of fees for permits and services related to Public Hearing notices, Pre-Applications Meetings, Plat Recordation, and Variances (Subdivision). Attachment 3 provides a summary of the analysis of neighboring municipalities.

Parks and Recreation conducted a price comparison for admission fees to the Wet Zone Waterpark. Proposed fee adjustments are for all admission and season pass options for the Wet Zone Waterpark. The proposed fees include Resident and Non-Resident pricing.

Financial/Budget Implications

Projected revenue estimates for each department are provided in the attached exhibits.

Recommended Action

Approve a resolution amending the Master Fee Schedule for Community Development and Parks and Recreation Department Fees

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF ROWLETT BY AMENDING FEES RELATED TO THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE PARKS AND RECREATION DEPARTMENT; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Rowlett has heretofore adopted a Master Fee Schedule for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services and activities; and

WHEREAS, the City Council desires to amend the said Fee Schedule with regard to Community Development Department and Parks and Recreation Department fees in order to comply with state law, cover City administrative costs, and remain on par with similar fees charged by similar surrounding municipalities; and

WHEREAS, in the event there is a conflict between a fee listed in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; and

WHEREAS, although the purpose of this resolution is to amend the Master Fee Schedule, this resolution is not intended to amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

SECTION 1: The City's Master Fee Schedule shall be and hereby is amended with regard to Community Development Department and Parks and Recreation Department fees as set forth on Exhibit "A" attached hereto and incorporated herein by this reference. Other sections, fees or charges not referenced in Exhibit "A" shall remain unaffected by this Resolution.

SECTION 2: In the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this resolution shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

SECTION 3: All provisions of the ordinances and resolutions of the City of Rowlett in conflict with the provisions of this resolution be and the same are hereby repealed and all other provisions of the ordinances and resolutions of the City of Rowlett not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4: If any section, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this resolution, it being the legislative intent that the provisions of this resolution are severable and that the resolution shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

SECTION 5: This resolution shall be effective upon its passage.

Attachments

1. Exhibit A to Resolution - Fee Schedule
2. Attachment 1 - CD and PR Fee Tables showing comparisons and justifications
3. Attachment 2 - Fee Schedule Red-Line
4. Attachment 3 _ Revised Planning Division Fee Analysis_12_22_25 (1)

Exhibit A

Community Development 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
		\$1,000.00

Type of Services

Fee

Commercial Standalone Trade Plan Review Fee (Mechanical, Plumbing, Electrical)	\$100/trade
Commercial Domestic Water Line Permit and Inspection Fee	\$80 for each inspection beyond first
Commercial Miscellaneous Repair Permit and Inspection Fee	Valuation
Commercial Irrigation/Landscape Plan Review Fee	Valuation
Permit Extension-Commercial Permit and Inspection Fee	Half the Original Permit/Plan Fees

Type of Services	Fee
Work Without Permit Permit and Inspection Fee	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

Temporary Certificate of Occupancy and Extensions	\$100
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RES-149-19	Re-roofing Permit – Residential	\$60.00
RES-149-19	Irrigation (Lawn Sprinklers) – Commercial	\$125.00

Commercial Irrigation/Landscape Plan Review Fee	Valuation
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RES-149-19	Irrigation (Lawn Sprinklers) – Residential	\$50.00
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\$100.00

Residential Irrigation/Landscape Plan Review Fee	\$75
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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 Services

Fee

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

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

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

Code/RES	Description	Amount	New Description	Fee
RES-144-07; RES-149-19	Food service permit – Regular and Mobile	\$300.00	Gross/Food Sales - \$0-\$49,999.99	\$258.00
RES-144-07; RES-149-19	Food service permit – Full Service	\$350.00	Gross/Food Sales - \$50,000-\$149,999.99	\$515.00
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
RES-144-07; RES-078-14	Food service permit – Late Fee, per each fraction of 30 days	\$25.00	Remove	
RES-144-07	Food service permit – Basic	\$200.00	Remove	

RES-149-19	Farmers Market Permit (annual)	\$25.00		\$100.00
RES-149-19	Fee when more than 3 inspections required in a single year	\$75.00	Remove	
RES-144-07	Massage establishment annual license fee (per establishment)	\$50.00	Remove	
NEW			School and Non-Profit Requiring Inspection	\$150.00
NEW			School (private contractor for profit)	\$258.00
NEW			Temporary food permit (DSHS multiple event)	\$100.00

Planning Division

PLANNING

Applicable Code, Ordinance or Resolution	Description	Amount
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Public Hearing Notices/ Pre Application Meetings

Type of Services

Fee

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

Type of Services

Fee

Pre-Application Meetings	\$200.00 Second review and beyond (first free)
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Plat Recordation	County Fee plus 10% admin. fee
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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

P&Z Variance Subdivision Ord.	\$250.00 plus notice requirement fee if applicable
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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
Senior (60 or older) Season Pass	\$45.00
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
Non-Resident Senior (60 or older) Season Pass	\$55.00
Family Season Pass – (Non-Resident – per person)	\$40.00 \$60.00
Youth Pass (kids under 48")	\$40.00

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
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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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone 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
Wet Zone Season Pass (Resident Senior 60 or Older)	N/A	\$45.00	N/A	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney Frisco Ath. Ctr.	N/A \$60 N/A \$40mo \$50
Wet Zone Season Pass (Non-Resident Senior 60 or Older)	N/A	\$55.00	N/A	Water Works – Denton Bahama Beach – Dallas Cove – Little Elm Apex – McKinney	N/A \$70 N/A \$50mo

				Frisco Ath. Ctr.	\$50
Wet Zone Family Season Pass (Resident – Per Person)	\$40.00	\$50.00	\$1,400	Water Works – Denton	N/A
				Bahama Beach – Dallas	N/A
				Cove – Little Elm	N/A
				Apex – McKinney	N/A
				Frisco Ath. Ctr.	\$50
Wet Zone Family Season Pass (Non-Resident – Per Person)	\$40.00	\$60.00	\$1,000	Water Works – Denton	N/A
				Bahama Beach – Dallas	N/A
				Cove – Little Elm	N/A
				Apex – McKinney	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
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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
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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
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Existing	RES-149-19	Irrigation (Lawn Sprinklers) – Residential	\$50.00 \$100.00
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New	Residential Irrigation/Landscape Plan Review Fee	\$0	\$75
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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
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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
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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
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Public Hearing Notices/ Pre Application Meetings

Type of Fee	Type of Services	Org. Fee	Proposed Fee
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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
Senior (60 or older) Season Pass	\$45.00
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
Non-Resident Senior (60 or older) Season Pass	\$55.00
Family Season Pass – (Non-Resident – per person)	\$40.00 \$60.00
Youth Pass (kids under 48")	\$40.00

Fee Name	Recommended Fee	Wylie	Planning Division Revised Fee Analysis	Plano	Garland	Richardson	ROWLETT
			Sachse				
Public Hearing Notices (Newspaper and mailing)	\$450.00	Zoning Standard District \$600 + \$15.00 Per Acre SUP \$750.00 + \$20.00 Per Acre Planned Development \$1000 + \$25.00 Per Acre All public hearing fees are included in App. Fee	Zoning Standards \$500.00 + 15.00 Per Acre SUP \$650.00 Planned Development \$750.00 + 15.00 Per Acre	Zoning Petition \$3,000.00 + \$50.00 Per Acre over 50 acres Zoning: Specific Use Permit \$3,000.00 > 1 Acre or \$1,000.00 <1 Acre Planned Development Zoning: \$5,000.00 + \$50 per acre	Zone Change \$2,000 SUP \$2,000 + \$50.00 Per Acre Planned Development \$4,600 + 50.00 Per Acre Downtown Development Plan/Regulating plan (new construction - includes major waiver) \$1000.00 All public hearing fees are included in App. Fee	All Designations except Planned Development \$1,500 SUP \$1,500.00 Planned Development \$2,500.00 Special Development Plan \$2,500.00 Major Modification \$2,500.00 All public hearing fees are included in App. Fee	Rezoning \$650.00 SUP \$1300.00 Planned Development \$3,800.00
Public Hearing Notices (Mailing only)	\$150.00	Included with Application	Included with Application	\$50.00 per required notice above application fee for Zonings, Plats, PDs, and SUPs	Included with Application	Included with Application	Included with Application
Pre-Application Meetings	\$200.00 Second review and beyond (first free)	Not included on Fee Schedule	Not included on Fee Schedule	\$350.00 first review	Not included on Fee Schedule	Not included on Fee Schedule	No fee

Fee Name	Recommended Fee	Wylie	Sachse	Plano	Garland	Richardson	ROWLETT
Plat Recordation	County Fee plus 10% admin. fee	Applicant Records Plat	Applicant Records Plat	Applicant Records Plat	Applicant Records Plat	Applicant Records Plat	Applicant Records Plat
P&Z Variance Subdivision Ord.	\$250.00 plus notice requirement fee if applicable	No fee	No fee	\$150.00 per Subdivision Variance PLANO FEES GO INTO EFFECT JAN. 2026	No fee	\$250.00 Subdivision Variance	No fee

Meeting Date: 1/6/2026

Agenda Item: 7.C.

Title

Consider action to adopt an ordinance to vacate and abandon a variable width sanitary sewer easement at 9849 Merritt Road in favor of BM Real Estate Holding Company, LLC.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider an action to vacate and abandon a variable width permanent wastewater easement on Merritt Road adjacent to the BM Real Estate Holding Company, LLC as shown in Exhibit A. The current easement traverses through a portion of 9849 Merritt Road where future development has been proposed.

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

In April 2012, the *Final Plat of Hughes Addition* was recorded, which included 9849 Merritt Road.

In March 2022, the property owner, Rowlett for Jesus, LLC., recorded a permanent wastewater easement by separate instrument.

In November 2024, JPI Merritt Park, as developer, received a civil construction permit that included offsite improvements to construct an 8" sanitary sewer main through the existing easement.

On December 9, 2024, the property (including all easements thereon) was conveyed by Rowlett for Jesus, LLC to BM Real Estate Holding Company, LLC.

In April 2025, JPI Merritt Park, as developer, was issued a revision to the release for construction plan set that moved the proposed path for the 8" sanitary sewer main to a newly recorded easement.

In May 2025, BM Real Estate Holding Company, LLC. recorded the new permanent wastewater easement by separate instrument where the 8" sewer main has been constructed.

Discussion

The existing variable width permanent wastewater easement is to be abandoned as a portion of this easement traverses through the proposed development at 9849 Merritt Road. Although the existing easement will be abandoned, a new permanent wastewater easement has been recorded that has slightly shifted the alignment south, across 9849 Merritt Road.

Figure 1: Map of the project location



Financial/Budget Implications

No Impact

Recommended Action

Approve

Approve with Conditions

Deny

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, VACATING AND ABANDONING A VARIABLE WIDTH SANITARY SEWER EASEMENT, COMPRISING APPROXIMATELY 0.265 ACRES, TO AND IN FAVOR OF BM REAL ESTATE HOLDING COMPANY, LLC, THE OWNER OF THE UNDERLYING PROPERTY, WHICH EASEMENT IS LOCATED ON PROPERTY COMMONLY KNOWN AS 9849 MERRITT ROAD IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas has acquired a variable width sanitary sewer easement, comprising approximately 0.265 acres, on property commonly known as 9849 Merritt Road in the City of Rowlett and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City Council has determined that the easement described herein should be abandoned, released and quitclaimed to the owner of the underlying property, BM Real Estate Holding Company, LLC and its successors and assigns, in the interest of the public health, safety, and general welfare.

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

SECTION 1: The hereinafter described easement is no longer needed or necessary for public purposes and should be abandoned to and in favor of BM Real Estate Holding Company, LLC, the owner of the underlying property, and its successors and assigns. The easement being abandoned herein is generally described as a variable width sanitary sewer easement comprising approximately 0.265 acres on property commonly known as 9849 Merritt Road, said easement being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Easement" or the "Property").

SECTION 2: The Easement shall be and is hereby abandoned, vacated and closed insofar as the right, title and interest of the public to such Property

and Easement are concerned and is hereby conveyed to BM Real Estate Holding Company, LLC, the underlying property owner, and its successors and assigns (Grantee), to have and to hold the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns forever.

SECTION 3: The abandonment provided for herein shall extend only to the public right, title and interest which the City of Rowlett, Texas, may have in and to said Easement, and shall be construed to extend only to such interest that the City Council of said City may legally and lawfully abandon. This ordinance and the abandonment of the easement described herein shall be and is hereby subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 4: This ordinance shall constitute a quitclaim deed in favor of Grantee and a certified copy hereof may be filed in the Deed Records of Dallas County, Texas, to indicate and establish such abandonment.

SECTION 5: Should any section, sentence, clause, or phrase of this ordinance for any reason be held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phases of this ordinance as an entirety, it being the legislative intent that the provisions of this ordinance are severable and that the ordinance shall continue in effect notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 6: That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

Attachments

1. Exhibit A to Resolution abandoning Easement_ SSE_final_01_06_26

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION SANITARY SEWER EASEMENT ABANDONMENT

BEING a tract of land situated in the R. Copeland Survey, Abstract No. 229 and the City of Rowlett, Dallas County, Texas, the subject tract being a portion of a tract conveyed to Rowlett for Jesus, LLC according to the deed recorded in Instrument No. 201700026255 of the Official Public Records, Dallas County, Texas (OPRDCT), and being a part of the Lot 1, Block B of the Hughes Addition and addition to the City of Rowlett according to the plat filed in Document Number 201200119615 in the Plat Records of Dallas County Texas, with the subject tract being more particularly described as follows:

BEGINNING at a point on the northwest property line of said Rowlett for Jesus tract, from which a $\frac{1}{2}$ " capped iron rod found marking the northeast corner of said Rowlett for Jesus tract in the west line of Merritt Road, bears N 40°11'01" E, 377.72 feet;

THENCE S 45°51'36" E, 412.69 feet;

THENCE N 44°08'24" E, 194.30 feet to the west line of said Merritt Road;

THENCE along said west line and around a non-tangent curve to the right having a central angle of 01°05'02", a radius of 895.00 feet, a chord of S 18°13'55" E – 16.93 feet, an arc length of 16.93 feet, from which an "X" found in concrete bears S 33°59'05" E, 59.74 feet;

THENCE S 44°08'24" W, 206.45 feet;

THENCE N 45°51'36" W, 438.07 feet along the common property line of said Rowlett for Jesus tract and a tract conveyed to Town of Rowlett, Texas, recorded in Volume 609, Page 2058 of Deed Records, Dallas County, Texas (DRDCT) and a tract conveyed to B.M. McCarter and Wife, Trudy A. McCarter, recorded in Volume 71209, Page 415 (DRDCT);

THENCE N 44°08'24" E, 2.20 feet;

THENCE around a curve to the right having a central angle of 62°00'39", a radius of 20.00 feet, a chord of N 74°23'06" E – 20.60 feet, an arc length of 21.65 feet to the POINT OF BEGINNING with the subject tract containing 11,565 square feet or 0.265 acres of land.

PAGE 1 OF 2

ABANDONMENT

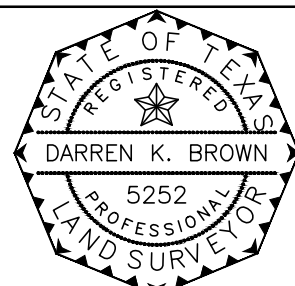


SANITARY SEWER EASEMENT

R. COPELAND SURVEY, A-229

CITY OF ROWLETT

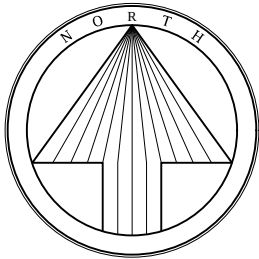
DALLAS COUNTY, TEXAS



DKB

DARREN K. BROWN, R.P.L.S. 5252

Drawn:	Checked:	Date	Job No.
KFS	DKB	3/5/25	20-041



50 0 50 100
1" = 100'

Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Samuel Compton Survey
Abstract No. 368

M. Riley Survey
Abstract No. 1263

R. Copeland Survey
Abstract No. 229

Merritt Road (110' ROW)

Rowlett for Jesus, LLC
Inst. No. 201700026255
OPRDCT

LOT 1, BLOCK B'
HUGHES ADDITION
Doc. No. 201200119615

N 44°08'24" E
~ 220'

BC2

POINT OF
BEGINNING

B.M. McCarter and Wife,
Trudy A. McCarter

Vol. 71209, Pg. 415 (DRDCT)

S 45°51'36" E ~ 412.69'
N 45°51'36" W ~ 438.07'

Abandon
Sanitary Sewer
Easement
0.265 Ac.
(11,565 S.F.)

N 44°08'24" E ~ 194.30'
S 44°08'24" W ~ 206.45'

S 33°59'05" E
59.74'
"X" Fnd.
in conc. (CM)

PAGE 2 OF 2

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
BC1	16.93'	895.00'	1°05'02"	S 18°13'55" E	16.93'
BC2	21.65'	20.00'	62°00'39"	N 74°23'06" E	20.60'

Town of Rowlett, Texas

Vol. 609, Pg. 2058 (DRDCT)

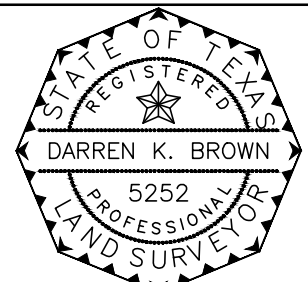
ABANDONMENT

SANITARY SEWER EASEMENT

R. COPELAND SURVEY, A-229

CITY OF ROWLETT

DALLAS COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 5252

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TSP# No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawn:	Checked:	Date:	Job No.
KFS	DKB	3/5/25	20-041

Meeting Date: 1/6/2026

Agenda Item: 7.D.

Title

Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a Special Use Permit (SF-40-SUP) for a 920 square feet enclosed, detached accessory structure not to exceed 14.5 feet in height for an approximately 1.617 acre lot described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 2906 Weems Way.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider a Special Use Permit (SUP) to construct a 920-square-foot detached, accessory structure with a height of 14.5 feet in a SF-40 zoning district.

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The Applicant is requesting approval of a Special Use Permit (SUP) to construct a 920-square-foot detached accessory structure with a height of 14.5 feet. The proposed structure will be used exclusively as a private family gym, with no commercial activity, business operations or public access permitted. Surrounding properties are zoned SF-40 to the north, south, and west, and SF-9 to the east, resulting in a consistent large-lot, low-density estate residential character.

The subject property, located at 2906 Weems Way, has approximately 120 feet of frontage along Weems Way and a depth of approximately 662 feet, resulting in a lot area of 1.617 acres. The property is currently developed with a 4,838-square-foot

residential home (two stories) that includes an attached 720-square-foot garage. In the rear yard, there is a 250 square-foot storage shed along with a 6-foot wrought iron fence that encloses a 1,300 square-foot swimming pool and a 3,450 square-foot pool deck area, totaling approximately 4,750 square feet. Combined, the existing accessory structures occupy approximately 9% of rear yard area.

Per Section 77-303.C.3.a.8 of the Rowlett Development Code (RDC), a SUP is required for any accessory structure in a residential zoning district that exceeds 500 square feet in size. Since the proposed accessory structure is 920 square feet, an approval of an SUP is required. The structure is designed to remain subordinate to the primary residence in both size and height, consistent with the intent of the accessory structure regulations.

Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as Estate Residential – over 20,000 square feet on the City of Rowlett’s adopted Future Land Use Map. The Comprehensive Plan describes this designation as accommodating large lot, Low-Density residential developments. These properties may include a variety of accessory uses and structures that support the personal needs of the homeowners, provided such uses remain incidental and subordinate to the primary residence.

ZONING DISTRICT AND ORDINANCE

The Zoning District for the property is SF-40. Additionally, Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:

“3. Dimensional standards for residential accessory buildings and structures.

(a) Size, Height, and Building Materials

The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage allowed in the zoning district, or 35 percent of the rear yard area, whichever is less.

Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less. However, accessory structures in the front yard shall not exceed seven feet in height.

Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.

When an accessory structure is located in the rear yard, a minimum three-foot side setback is required.

No accessory structure or portion of an accessory structure shall be used as a dwelling. Reserved.

An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a

metal roof of similar type. A building permit shall be required.

Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit.

Any accessory structure that does not meet the above requirements may be allowed only by special use permit.

(b) Same Lot Requirement. The accessory use or structure shall be conducted and/or located on the same lot as the principal use.

4. Same Ownership Required. The principal use and the accessory use shall be under the same ownership.

5. Same Utility Meter Required. The principal use and the accessory use shall utilize the same utility meter.”

Section 77-303.C.3(a) Size, height and building materials – Analysis

The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35 percent of rear yard, whichever is less.

The proposed 920-square foot accessory structure would occupy approximately 2% of the rear yard. In addition to the existing swimming pool, pool deck, and storage shed, all of the accessory structures combined would occupy approximately 11% of the rear yard, which does not exceed the maximum lot coverage permitted for accessory structures.

Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.

The height of the primary building is 35 feet. The height of the accessory structure is approximately 14.5 feet, which does not exceed the primary building height.

Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.

The proposed accessory structure will be located in the rear yard. As such, the conditions of this requirement do not apply.

When an accessory structure is located in the rear yard, a minimum 3-foot side setback is required.

The proposed 920 square feet accessory structure is setback from the rear lot line by approximately 324 feet and setback from both the east and west lot lines by approximately 15 feet.

No accessory structure or portion of an accessory structure shall be used as a dwelling.

The applicant is not proposing to use the subject property as a dwelling.

An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.

Under Section 3000.002 of the Texas Local Government Code, the City cannot require or prohibit specific exterior building materials, if those materials or construction methods are permitted by the applicable national model codes within the last three code cycles. The subject property's proposed metal structure meets our code.

Any accessory structure in a residential zoning district that is over 500 square feet in size and which is enclosed shall require a special use permit. A building permit shall be required.

The accessory structure exceeds 500 square feet, which warrants the request. Approval from the appropriate review body, followed by the issuance of a building permit, is required before construction may proceed.

Same Lot Requirement - The accessory structure will be located on the same lot as the principal use.

Same Ownership Required - The principal use and the accessory use are under the same ownership.

Same Utility Meter Required. The principal use and the accessory structure are under the same utility meter.

Special Use Permit (SUP) Approval Criteria – RDC Section 77-206

A special use permit (SUP) is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that the proposed structure will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large. The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The proposed use of the structure as an accessory building is not in conflict with the City's Comprehensive Plan or applicable state and federal regulations. While accessory structures 500 sq ft or smaller are permitted by right in the SF-40 district, the Code anticipates that larger accessory buildings may also be appropriate through the SUP process. The proposed size and private residential use remain well within the scale and

character envisioned for this land-use category.

The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

Accessory buildings are permitted in the SF-40 district when development standards are met. The proposal satisfies all height, setback, and use requirements and remains clearly subordinate to the primary residence.

Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

The structure is intended as a private family gym. As previously noted, accessory structures are commonly associated with residential properties. The addition of this detached structure does not alter any existing conditions, trends, or characteristics of the surrounding area.

Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;

Staff finds that the proposed accessory structure poses no threat to public health, safety, morals, or welfare. No external impacts are anticipated.

Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The property is already served by adequate public utilities, roadway access, and emergency services. The accessory structure addition will not strain existing capacity or levels of service.

Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The accessory structure will not have a significant adverse impact on other properties located within the vicinity of the subject tract because the property is large enough to accommodate the structure and is compatible with the intent of the Single-Family (SF-40) District.

The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The size of the lot, the subordinate scale of the building, generous setbacks, and exclusively private residential use make this property suitable for the requested accessory structure under the existing SF-40 zoning.

Public Hearing Notices

Notice of public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Twenty-one (21) 200-foot notices and seventy (70) courtesy 500-foot notices were mailed on November 26, 2025. As of January 2,

2026, staff has received the following.

200 feet notification area: Two (2) notices were received in favor, zero (0) neutral to the project and zero (0) notices in opposition within 200 feet.

500 feet courtesy notification area: One (1) notice was received in favor, one (1) neutral to the project and zero (0) notices in opposition within 500 feet.

Planning and Zoning Commission Summary

The Planning and Zoning Commission at the December 9, 2025, meeting voted 7-0 to recommend approval to City Council. The presentation can be viewed at the following link: Dec 09, 2025 Planning and Zoning Commission - Rowlett, TX

Financial/Budget Implications

No impact

Recommended Action

Approve

Approve with Conditions

Deny

Attachments

None

Meeting Date: 1/6/2026

Agenda Item: 7.E.

Title

Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 40/24 (SF-40) to Single Family Residential - 40/24 with a Special Use Permit (SF-40-SUP) for a 920 square feet enclosed, detached accessory structure not to exceed 14.5 feet in height for an approximately 1.617 acre lot described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 2906 Weems Way.

Staff Representative

Derek Hull, Director of Community Development

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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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The Applicant is requesting approval of a Special Use Permit (SUP) to construct a 920-square-foot detached accessory structure with a height of 14.5 feet. The proposed structure will be used exclusively as a private family gym, with no commercial activity, business operations or public access permitted. Surrounding properties are zoned SF-40 to the north, south, and west, and SF-9 to the east, resulting in a consistent large-lot, low-density estate residential character.

The subject property, located at 2906 Weems Way, has approximately 120 feet of frontage along Weems Way and a depth of approximately 662 feet, resulting in a lot area of 1.617 acres. The property is currently developed with a 4,838-square-foot

residential home (two stories) that includes an attached 720-square-foot garage. In the rear yard, there is a 250 square-foot storage shed along with a 6-foot wrought iron fence that encloses a 1,300 square-foot swimming pool and a 3,450 square-foot pool deck area, totaling approximately 4,750 square feet. Combined, the existing accessory structures occupy approximately 9% of rear yard area.

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Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as *Estate Residential – over 20,000 square feet* on the City of Rowlett's adopted Future Land Use Map. The Comprehensive Plan describes this designation as accommodating large lot, Low-Density residential developments. These properties may include a variety of accessory uses and structures that support the personal needs of the homeowners, provided such uses remain incidental and subordinant to the primary residence.

ZONING DISTRICT AND ORDINANCE

The Zoning District for the property is SF-40. Additionally, Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:

“3. Dimensional standards for residential accessory buildings and structures.

(a) Size, Height, and Building Materials

1. The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage allowed in the zoning district, or 35 percent of the rear yard area, whichever is less.
2. Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less. However, accessory structures in the front yard shall not exceed seven feet in height.
3. Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.
4. When an accessory structure is located in the rear yard, a minimum three-foot side setback is required.
5. No accessory structure or portion of an accessory structure shall be used as a dwelling.
6. *Reserved.*
7. An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the

roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.

8. Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit.
9. Any accessory structure that does not meet the above requirements may be allowed only by special use permit.

(b) Same Lot Requirement. The accessory use or structure shall be conducted and/or located on the same lot as the principal use.

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- 2. Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.**

The height of the primary building is 35 feet. The height of the accessory structure is approximately 14.5 feet, which does not exceed the primary building height.

- 3. Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.**

The proposed accessory structure will be located in the rear yard. As such, the conditions of this requirement do not apply.

- 4. When an accessory structure is located in the rear yard, a minimum 3-foot side setback is required.**

The proposed 920 square feet accessory structure is setback from the rear lot line by approximately 324 feet and setback from both the east and west lot lines by approximately 15 feet.

- 5. No accessory structure or portion of an accessory structure shall be used as a dwelling.**

The applicant is not proposing to use the subject property as a dwelling.

- 6. An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.**

Under Section 3000.002 of the Texas Local Government Code, the City cannot require or prohibit specific exterior building materials, if those materials or construction methods are permitted by the applicable national model codes within the last three code cycles. The subject property's proposed metal structure meets our code.

- 7. Any accessory structure in a residential zoning district that is over 500 square feet in size and which is enclosed shall require a special use permit. A building permit shall be required.**

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- 2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;**

Accessory buildings are permitted in the SF-40 district when development standards are met. The proposal satisfies all height, setback, and use requirements and remains clearly subordinate to the primary residence

- 3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;**

The structure is intended as a private family gym. As previously noted, accessory structures are commonly associated with residential properties. The addition of this detached structure does not alter any existing conditions, trends, or characteristics of the surrounding area.

- 4. Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;**

Staff finds that the proposed accessory structure poses no threat to public health, safety, morals, or welfare. No external impacts are anticipated.

- 5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the**

subject property, while maintaining sufficient levels of service to existing development;

The property is already served by adequate public utilities, roadway access, and emergency services. The accessory structure addition will not strain existing capacity or levels of service.

6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The accessory structure will not have a significant adverse impact on other properties located within the vicinity of the subject tract because the property is large enough to accommodate the structure and is compatible with the intent of the Single-Family (SF-40) District.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The size of the lot, the subordinate scale of the building, generous setbacks, and exclusively private residential use make this property suitable for the requested accessory structure under the existing SF-40 zoning.

Public Hearing Notices

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Planning and Zoning Commission Summary

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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 ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM SINGLE FAMILY RESIDENTIAL – 40/24 (SF-40) TO SINGLE FAMILY RESIDENTIAL – 40/24 WITH A SPECIAL USE PERMIT (SF-40-SUP) TO ALLOW FOR A 920 SQUARE FEET ENCLOSED, DETACHED ACCESSORY STRUCTURE NOT TO EXCEED 14.5 FEET IN HEIGHT FOR AN APPROXIMATELY 1.617 ACRE LOT DESCRIBED AS BLOCK 1, LOT 3 OF TOLER RIDGE NO. 1 ADDITION, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 2906 WEEMS WAY; 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 Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from Single Family Residential – 40/24 (SF-40) to Single Family Residential – 40/24 with a Special Use Permit (SF-14-SUP) to allow for a 920 square feet enclosed, detached accessory structure not to exceed 14.5 feet in height for an approximately 1.617 acre lot described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 2906 Weems Way and being more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”).

SECTION 2: All development and use of the Property shall be in accordance

with the development standards of the City of Rowlett and further shall comply with the site plan and building elevations attached hereto and incorporated herein by this reference as Exhibits “B” and “C,” respectively.

SECTION 3: The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein. The Property shall not be used for any commercial activity or business operations and no public access shall be permitted.

SECTION 4: 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 5: 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 6: 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 7: This ordinance shall be effective from and after its passage and publication as may be required.

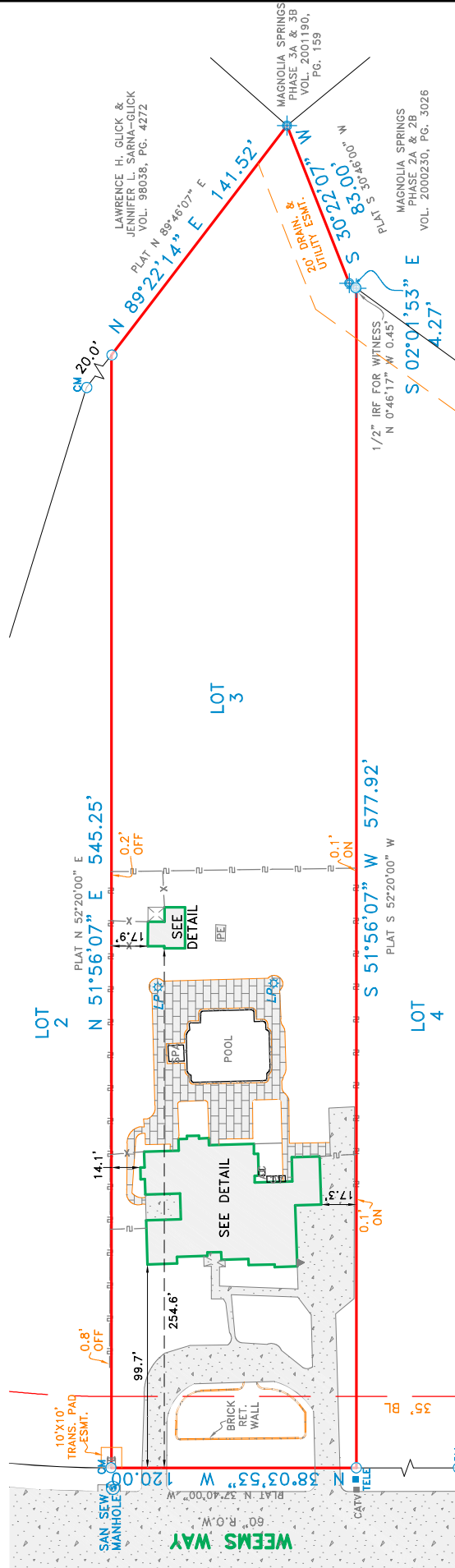
Attachments

1. Exhibit A - Legal Description
2. Exhibit B - Site Plan
3. Exhibit C - Building Elevations
4. Attachment 1 - Site Location Map
5. Attachment 2 - Future Land Use Map
6. Attachment 3 - Existing Zoning Map
7. Attachment 4 - Property Notification Map
8. Attachment 5 - Public Hearing Notice Responses
9. Attachment 6 - Notified Property Owners (200 Ft)

10. Attachment 7 - Site Photos
11. Attachment 8 - Statement of Intent and Purpose

2906 Weems Way

Being Lot 3, Block 1, Toler Ridge, an Addition to the City of Rowlett, Dallas County, Texas, according to the Map/Plat recorded in Volume 78002, Page 1943, Map/Plat Records, Dallas County, Texas.

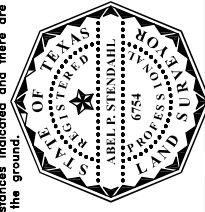


- LEGEND**
- 1/2" ROD FOUND
 - 1" PIPE FOUND
 - X FOUND/SET
 - CONTR FOR CORNER
 - 5/8" ROD FOUND
 - FENCE POST FOR CORNER
 - CM CONTROLLING MONUMENT
 - T PAD
 - AC AIR
 - PE EQUIPMENT
 - COLUMN
 - UNDERGROUND ELECTRIC
 - OVERHEAD ELECTRIC
 - POWER POLE
 - OVERHEAD ELECTRIC SERVICE
 - CHAIN LINK
 - WOOD FENCE 0.5' WIDE TYPICAL
 - DOUBLE SIDED WOOD FENCE
 - IRON FENCE
 - BARBED WIRE
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - STONE
 - CONCRETE
 - COVERED AREA
 - BRICK

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor hereby certifies to the Client, in connection with the above referenced survey, that the survey was conducted in accordance with the provisions of the Texas Professional Land Surveyor Act, Chapter 135, Texas Occupations Code, and the property description set forth herein were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of this survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plot hereon is a correct and accurate representation of the property lines and dimensions as ascertained by the Surveyor, and the Surveyor is not responsible for any encroachments or improvements located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 29th day of April, 2025
Abel P. Stendahl
Registered Professional Land Surveyor



CBG
SURVEYING TEXAS LLC
419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 214.349.9485
F 214.349.2216
Firm No. 10194280
www.cbgtllc.com

Drawn By: DC
Scale: 1" = 50'
Date: 04/29/25
GF NO.: GFN
Job No. 2506582

NOTES:
Bearings, easements and building lines are by recorded plat unless otherwise noted.
FLOOD NOTE: According to the F.I.R.M. No. 48113C0240K, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

Accepted by: Purchaser
Date: _____
Purchaser

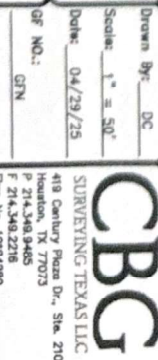
NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE
NOTE: This survey is made in conjunction with the information provided by the client, CBG Surveying Texas, LLC, and the Surveyor does not warrant the accuracy of the existence of easements, restrictive covenants or other encumbrances.

EXCEPTIONS:

Page 303 of 380

Electrical underground wire route

Being Lot 5, Block 1, Tolar Ridge, an addition to the City of Knoxville, DeKalb County, Tennessee, according to the Map/Plat recorded in Volume 79007, Page 1943, Map/Plat Records, DeKalb County, Tennessee.



SURVEYOR'S CERTIFICATE

[illegible]

Edit or Buy Your Design: alansfactoryoutlet.com/design/XvaY2A6Q/

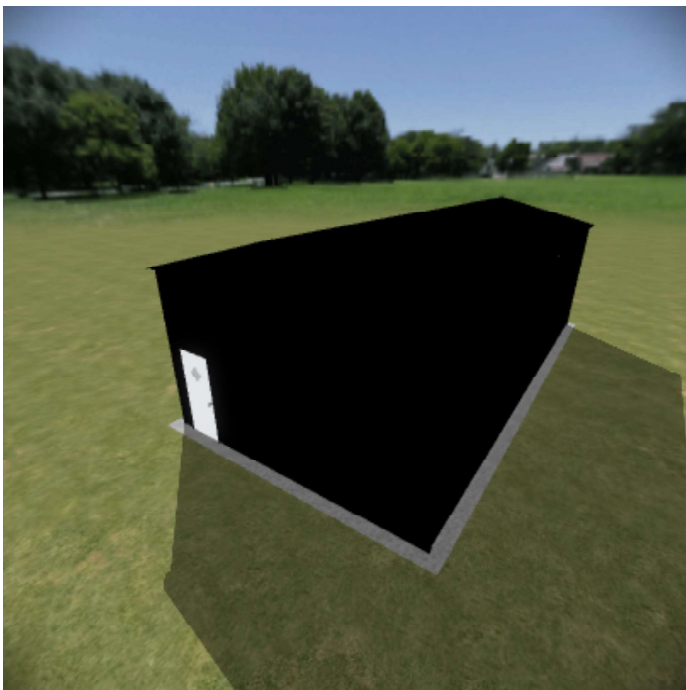
Delivery Zip Code: 75088



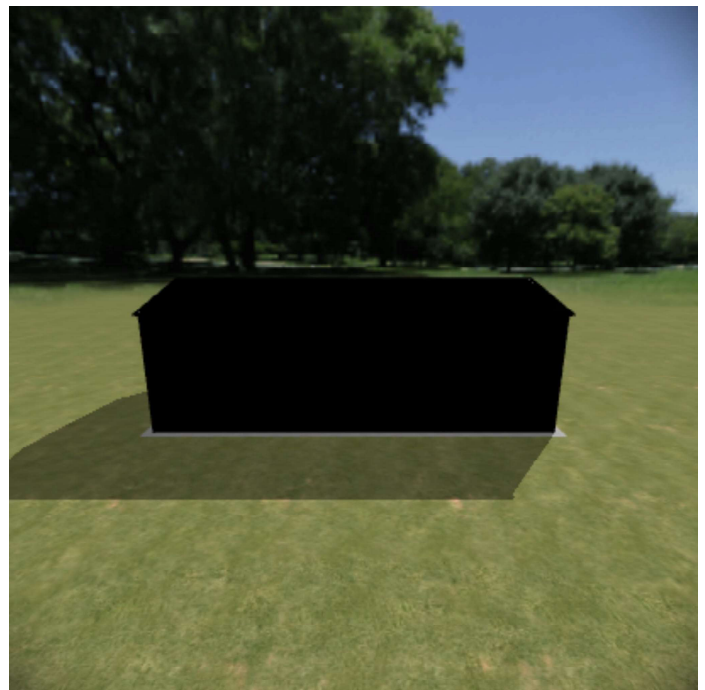
Front



Right

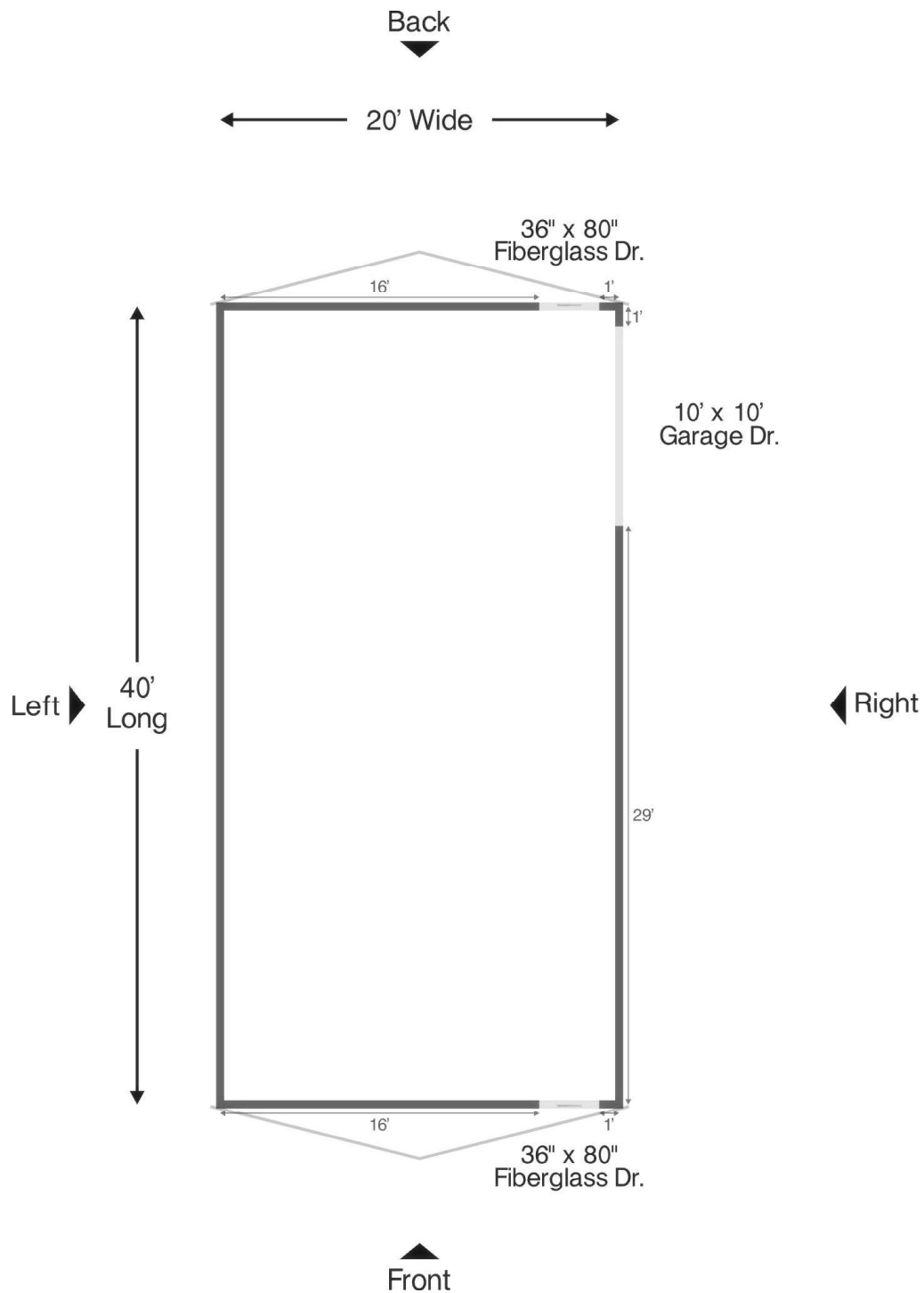


Back



Left

Edit or Buy Your Design: alansfactoryoutlet.com/design/XvaY2A6Q/



Floor Plan



Your Custom Metal Building Design

alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/XvaY2A6Q/

Delivery Zip Code: 75088

20 x 40 Vertical Roof Metal Garage	\$11,135.00	1	\$11,135.00
------------------------------------	-------------	---	-------------

Roof Pitch: 3/12 Standard

Roof Color: Black

Trim Color: Black

Side & End Color: Black

Garage Door Color: White

Galvanized or Colored Screws: Silver Galvanized Screws

Certified or Uncertified: Certified 150 mph & 35 psf

14 GA or 12 GA Tubing: Standard 14 GA

29 GA or 26 GA Sheeting: Standard 29 GA

Leg Height: 12' Leg Height on a 40' Long

Left Side: Left Side Closed with 12' Legs - 40' Long

Right Side: Right Side Closed with 12' Legs - 40' Long

Horizontal or Vertical Sides: Horizontal Sides

Vertical Deluxe Two Tone on Side: Without Vertical Deluxe Two Tone

Ends: 20' Wide - Close Both 12' Ends

Horizontal or Vertical Ends: Horizontal Ends

Vertical Deluxe Two Tone on End: Without Vertical Deluxe Two Tone

Garage Doors 10'x10': One 10' Wide x 10' Tall Garage Door

Walk in Door: Two Single Walk in Doors 36" Wide x 80" Tall

Installation Surface: Concrete

Power Outlet Available Within 100ft: Yes, Power Outlet Within 100ft

Garage Doors 10'x10' Locations Side: 1 Garage Door 10'x10' on the Side

Walk in Door Location: Walk in Door on Front End 1' From Right Side

Subtotal:	\$11,135.00
-----------	-------------

Limited Time 10% Discount:	-\$1,113.50
----------------------------	-------------

Delivery & Installation:	FREE for Zip Code 75088
--------------------------	--------------------------------

Tax:	Calculated in Checkout
------	------------------------

Total:	\$10,021.50
---------------	--------------------

Deposit to Order:	\$1,703.66
--------------------------	-------------------

Prices subject to change without notice



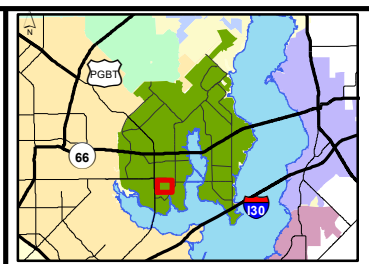
Site

City Limits

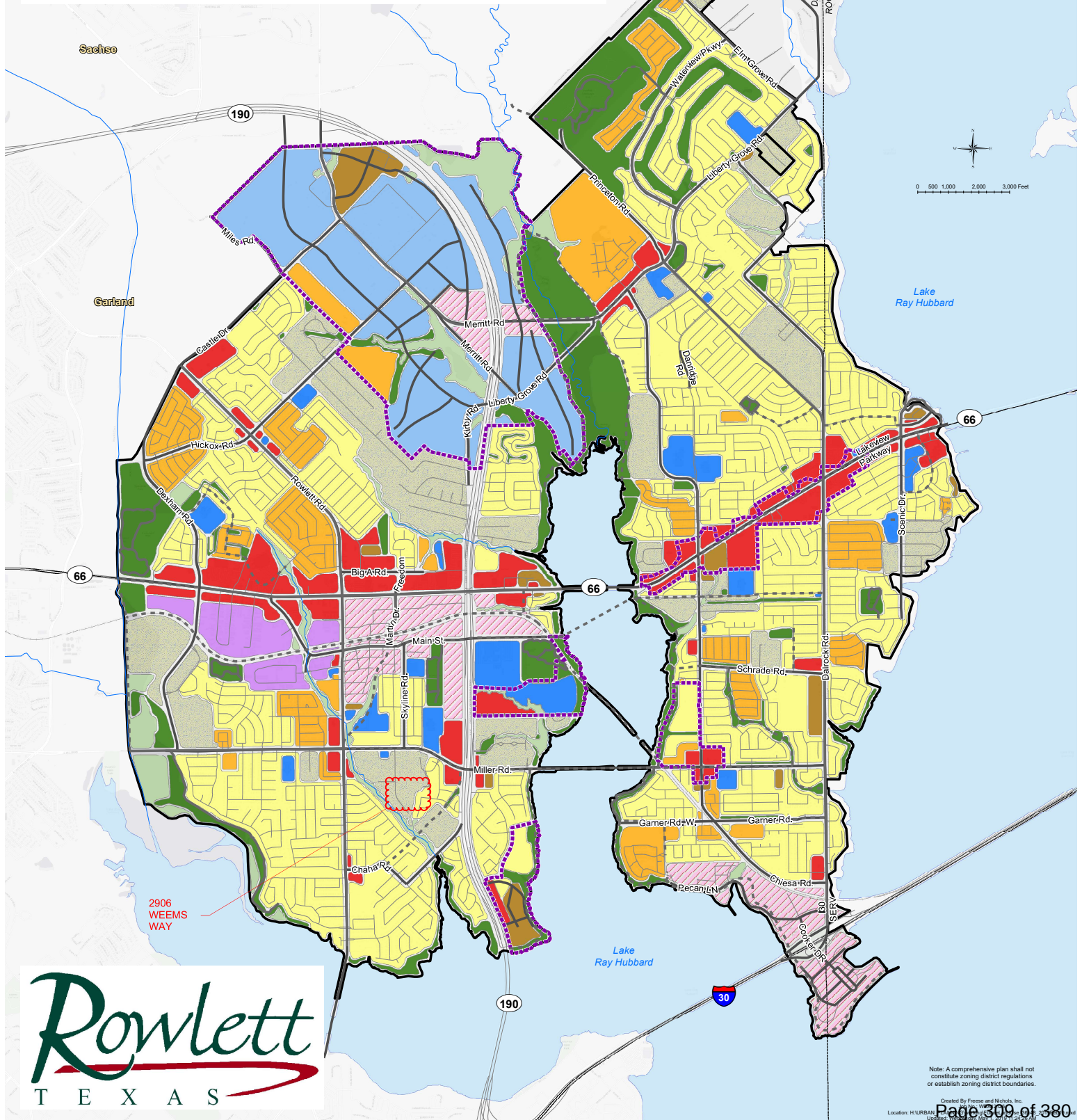
Parcels

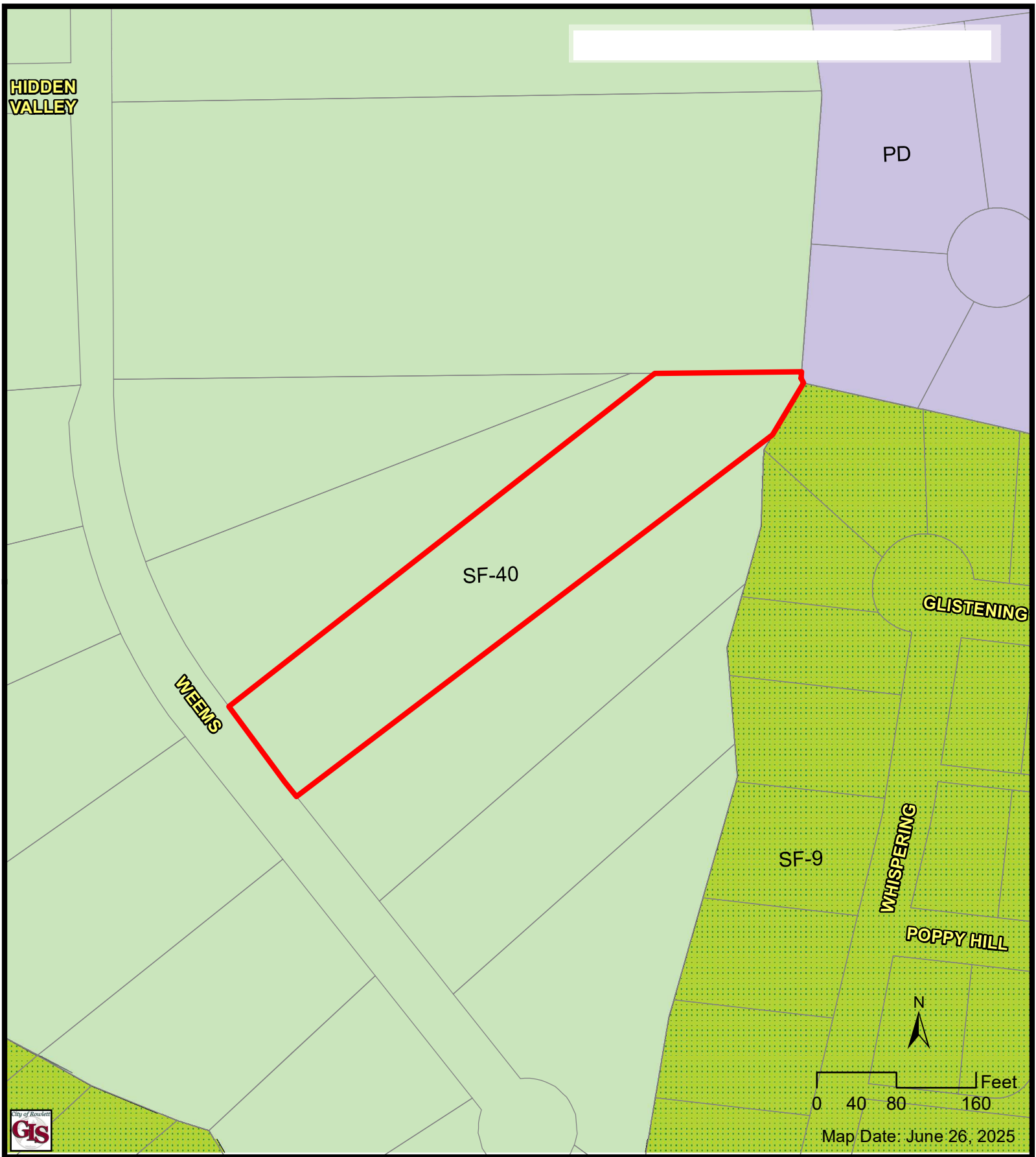
Streets

2906 Weems Way
SUP
Site Location
Map



	Estate Residential - over 20,000 s.f.		Strategic Opportunity Areas
	Low Density Residential - 7,000 to 20,000 s.f.		Rowlett City Limits
	Medium Density Residential - under 7,000 s.f.		Existing Trail
	Multi-Family		Proposed Trail
	Mixed Use		Streams
	Retail/Commercial/Office		Lake Ray Hubbard
	Employment Center		
	Light Industrial		
	Public/Semi-Public		
	Parks and Open Space		
	Floodplain		



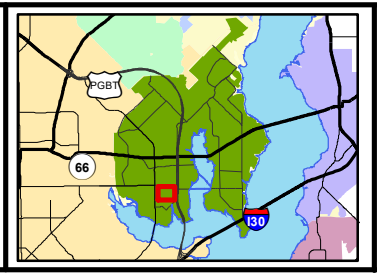


	Site		PD
	Parcels		SF-40
	CityLimits		SF-9
	Streets		

2906 Weems Way

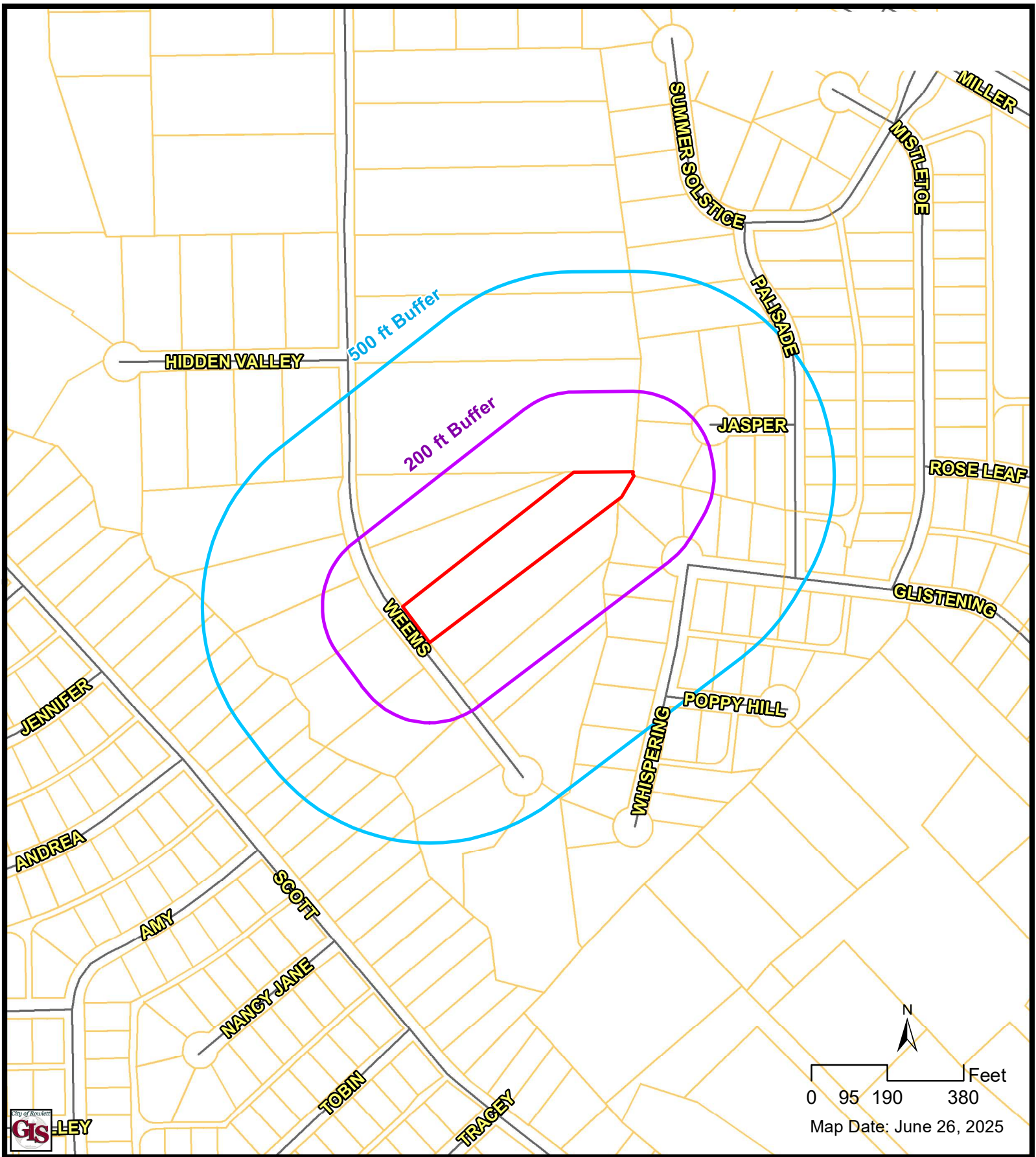
SUP

Existing Zoning Map



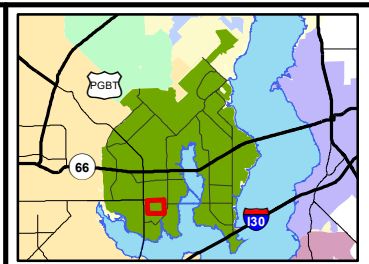
Rowlett
TEXAS

Page 310 of 380



- | | | | |
|--|---------|---|---------------|
|  | Site |  | 500 ft Buffer |
|  | Parcels |  | 200 ft Buffer |
|  | Streets |  | City Limits |

**2906 Weems Way
SUP
Property Notice
Map**



Project Number: 25-000108

Project Name: 2906 Weems Way SUP – Accessory Structure

What is being requested?

The City of Rowlett Planning and Zoning Commission and the City Council will conduct public hearings to consider and take action on the approval of a Special Use Permit (SUP) to allow for an enclosed accessory structure with an area greater than 500 square feet on a property zoned Single Family Residential (SF-40). The site is approximately 1.617-acres, located east of Weems Way, addressed as 2906 Weems Way, also described as Block 1, Lot 3, of Toler Ridge No 1 Addition, in the City of Rowlett, Dallas County, Texas.

Who is the request from?

Applicant: Joshua J Robinson

Property Owner: Joshua J Robinson

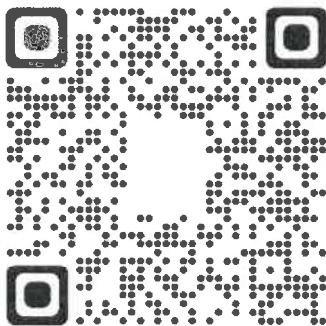
Legal Description: Being approximately 1.617 acres in the Toler Ridge No. 1 Addition Plat, Block 1, Lot 3.

When and where are the public hearings?

- The Commission will conduct a public hearing on **Tuesday, December 9, 2025, at 7:00 PM** at the City Hall Chambers located at 4000 Main Street, Rowlett, Texas 75088.
- The City Council will conduct a public hearing on **Tuesday, January 6, 2026, at 7:00 PM** at the City Hall Chambers located at 4000 Main Street, Rowlett, Texas 75088.
- The agenda with staff's analysis and all associated exhibits will be published at <https://www.ci.rowlett.tx.us/Archive.aspx?AMID=53>.

How can you participate?

Properties within 200 feet of the subject property must be notified of the request pursuant to the Texas Local Government Code. As a courtesy, the City of Rowlett also sends notifications to properties within a 500-foot radius of the subject property. As an owner of property within 200 or 500 feet of this request, you are invited to make your views known by:



- Attending the meeting in person. Public comments will be limited to 3 minutes per person.
- Returning the back of this form via email or mail with your comments no later than **5:00 PM on December 8th, 2025**.

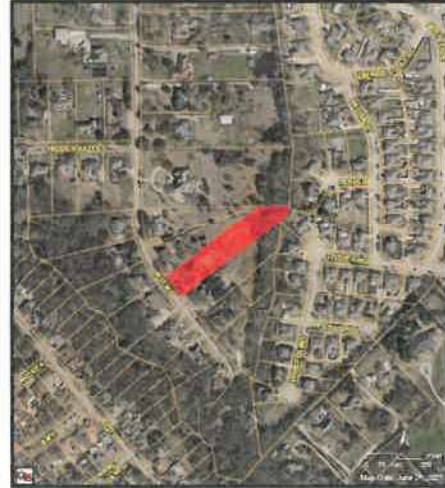
If you are unable to attend in person, you may email your comments to Planning Staff at Planning@rowlett.com by 3:30 p.m. the day before the meeting.



Project Number: 25-000108
Project Name: 2906 Weems Way SUP –
Accessory Structure

City of Rowlett Planning Division

NOBRA DONNA & DAVID
4201 GLISTENING SPGS
ROWLETT, TX 750886495



To: Owner

Address of Responding Property (if Different than the
mailing address) within 200 Feet: _____

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

We do NOT HAVE A PROBLEM
WITH THIS WORKOUT ROOM BEING BUILT.

Owner (s) Printed Name:

DAVID NOBRA

Owner (s) Phone Number:

214-205-7006

Owner (s) Email Address:

dnobra@tx.prr.com

Owner (s) Signature:

David Nobra

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000108
Project Name: 2906 Weems Way SUP -
Accessory Structure

City of Rowlett Planning Division

LAMM SARAH
3002 WEEMS WAY
ROWLETT, TX 750886487



To: Owner

Address of Responding Property (if Different than the
mailing address) within 200 Feet:

3002 Weems Way

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

N/A

Owner (s) Printed Name:

Sarah Lamm

Owner (s) Phone Number:

214-801-2548

Owner (s) Email Address:

sarah.stephenson01@gmail.com

Owner (s) Signature:

Sarah Lamm

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000108
Project Name: 2906 Weems Way SUP -
Accessory Structure

City of Rowlett Planning Division

BLAYDES LIVING TRUST
3106 WEEMS WAY
ROWLETT, TX 75089-5469



To: Owner

Address of Responding Property (if Different than the
mailing address) with in 500 Feet: _____

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

No Problem with the SUP

Owner (s) Printed Name: LONNIE BLAYDES - BLAYDES LIVING TRUST

Owner (s) Phone Number: 214 924 4632

Owner (s) Email Address: LE BLAYDES@AOL.COM

Owner (s) Signature: Lonnie Blaydes

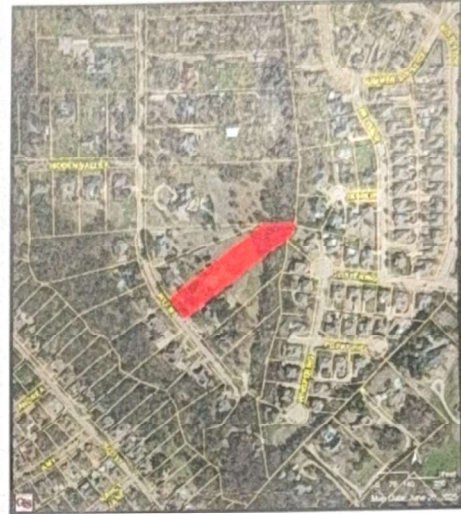
Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000108
Project Name: 2906 Weems Way SUP –
Accessory Structure

City of Rowlett Planning Division

HERRMANN CARL G & DIANE
3905 SCOTT DR
ROWLETT, TX 750885848



To: Owner

Address of Responding Property (if Different than the
mailing address) within 500 Feet: _____

Please Check One:

☐ In Favor of the Request

☒ Neutral

☐ Opposed to the Request

Comments:

Owner (s) Printed Name: Carl G. Herrmann

Owner (s) Phone Number: 214-213-0245

Owner (s) Email Address: brassman111@msn.com

Owner (s) Signature: Carl Herrmann

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



ACCT (DCAD)	OWNER_NAME
44003500010010000	GLICK LAWRENCE H & JENNIFER L SARNA-GLICK
44014290000000300	MAGNOLIA SPRINGS OWNERS % GOODWIN MGMT INC
44014290000000600	MAGNOLIA SPRINGS OA INC % GOODWIN MGMT INC
440142900D0240000	COLLINS DAVID R
440142900D0250000	BACKES DOUGLAS R & LISA D
440142900D0260000	BENNETT TANNER NEAL
440142900D27A0000	NOBRA DONNA & DAVID
440142900D28A0000	ADAMS JAMES HAROLD & ELAINE D
440142900F0220000	GOWEN NANCY LIFE ESTATE
440142900F0230000	ALRAWI ABDULMUTALIB
440142900F0240000	VALDEZ REGELIO J
44023000010010000	SCHRADE STEVEN & DIANA
44023000010020000	LAMM SARAH
44023000010030000	GREER COURTNEY & ROBINSON JOSHUA J
44023000010040000	SAID HUSSAM Y & PATTY D
44023000010050000	COVINGTON GAYLE MARIE & ROY JOE
44023000010090000	SANCHEZ JONATHAN R
44023000010100000	SALMERON CINDY
44023000010110000	HORSMAN ELIZABETH A & JEFFERY J
44023000010120000	CARPENTER BILLY CARL & CYNTHIA E
44023000010130000	KATIE BUG REVOCABLE TRUST

OWNER_ADDRESS	OWNER_CITY	OWNER_STATE
PO BOX 1161	ROWLETT	TX
PO BOX 203310	AUSTIN	TX
PO BOX 203310	AUSTIN	TX
3109 WHISPERING BRK	ROWLETT	TX
3113 WHISPERING BRK	ROWLETT	TX
3117 WHISPERING BRK	ROWLETT	TX
4201 GLISTENING SPGS	ROWLETT	TX
4205 GLISTENING SPGS	ROWLETT	TX
4117 JASPER CT	ROWLETT	TX
4118 JASPER CT	ROWLETT	TX
4202 JASPER CT	ROWLETT	TX
3006 WEEMS WAY	ROWLETT	TX
3002 WEEMS WAY	ROWLETT	TX
2906 WEEMS WAY	ROWLETT	TX
2902 WEEMS WAY	ROWLETT	TX
2808 WEEMS WAY	ROWLETT	TX
2809 WEEMS WAY	ROWLETT	TX
2901 WEEMS WAY	ROWLETT	TX
2905 WEEMS WAY	ROWLETT	TX
3001 WEEMS WAY	ROWLETT	TX
3005 WEEMS WAY	ROWLETT	TX

OWNER_ZIPCODE	STREET_ADDRESS
750301161	3010 WEEMS WAY
787203310	100 WHISPERING BRK
787203310	20 JASPER CT
750886499	3109 WHISPERING BRK
750886499	3113 WHISPERING BRK
750886499	3117 WHISPERING BRK
750886495	4201 GLISTENING SPGS
750886495	4205 GLISTENING SPGS
750888032	4117 JASPER CT
750888032	4118 JASPER CT
750888020	4202 JASPER CT
750886487	3006 WEEMS WAY
750886487	3002 WEEMS WAY
750886486	2906 WEEMS WAY
750886486	2902 WEEMS WAY
750886440	2808 WEEMS WAY
750886440	2809 WEEMS WAY
750886488	2901 WEEMS WAY
750886488	2905 WEEMS WAY
750886489	3001 WEEMS WAY
750886489	3005 WEEMS WAY











Hi, I am Joshua Robinson, and my wife is Courtney Greer. We are the owners of 2906 Weems Way Rowlett Tx 75088. We propose to construct a private outdoor sport court and gym for personal, non-commercial use on our residential property. The project includes grading, slab installation, erection of a prefabricated metal building, and installation of underground electrical to support lighting and gym equipment. No commercial operations, business activities, or public access will occur as part of this project.

The location of the sport court is on the back portion of our property, over 200' setback from the rear and 15' setbacks off of the sides of our lot. There will be 86' of space between the proposed court and the tree line that shields us from our rear neighbors. Attached you will find drawings pictures/videos of the site location.

Scope of Work

1. Site Preparation and Grading 4,140sq ft

- Grade and level the designated portion of the lot to prepare for slab and structure installation.
- Grading work will comply with City of Rowlett drainage, stormwater, and erosion control requirements.
- Site will be stabilized as needed to prevent erosion during and after construction.

2. Concrete Slab Installation

- A reinforced concrete slab will be installed, measuring 90 feet by 46 feet (4,140 square feet total area).
- The slab will serve as the foundation for both the sport court and metal gym building.
- Slab will be constructed to meet structural and durability standards, including proper thickness, reinforcement, and expansion joints as required by local building codes.

3. Sport Court Construction

- The sport court will occupy the full slab area.
- Striping, surfacing, and sports equipment (such as basketball hoops and net posts) will be installed for recreational use.
- Safety features such as optional fencing or netting may be added for ball containment.

4. Metal Building Installation (Gym Use)

- A pre-engineered metal building will be installed on a portion of the slab, measuring 20 feet by 46 feet (920 square feet).
- The metal structure will be used exclusively as a private, personal gym.

- The building will include:
 - One (1) garage door for equipment access.
 - Two (2) single man doors (front and rear) for pedestrian access.
 - Proper roofing, insulation, ventilation, and interior finishes per City of Rowlett Building Code.
-

5. Electrical Installation

- Electrical service will be extended from the existing residential garage panel to the new structure and sport court.
- Electrical scope includes:
 - Underground conduit and wiring to the new building and court area.
 - Interior wiring for lighting, outlets, and gym equipment power needs.
 - Exterior lighting for sport court usage during evening hours.
-
- All electrical work will meet NEC and City of Rowlett electrical requirements.
- Lighting will be installed to minimize light spillover and comply with any applicable lighting ordinances.

Intended Use

This facility will be used strictly for personal, residential purposes by the homeowner and immediate family. The gym and sport court will not be used for business operations, commercial activity, public events, or rental purposes.

Compliance

The development of the site will be in accordance with City of Rowlett development standards.

All current development requirements of the Cit as amended shall be met unless otherwise approved.

- City of Rowlett Development Code
- Building Permits and Inspection Requirements
- Stormwater and Drainage Regulations
- Electrical and Energy Codes

- All applicable zoning ordinances

Summary table

- 4140sqft work site
- Lot is 1.6 acres = 70,437sq ft
- Rear yard is 1.12 acres = 49,087sq ft
- Approximate Height of proposed accessory structure will be 14'6.
- Approximate height of primary structure is 35'.

Meeting Date: 1/6/2026

Agenda Item: 7.F.

Title

Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Planned Development with a base zoning of General Commercial/Retail (PD-C2) to Planned Development with a base zoning of General Commercial/Retail with a Special Use Permit to allow a massage establishment (PD-C2-SUP) for Suite 104 of an approximately 6,600 square foot commercial building situated on property being all of that certain approximately 0.6979 acre tract out of the Thomas Lumley Survey, Abstract No.789, Dallas County, Texas and being more commonly known as Suite 104 of 5321 Lakeview Parkway.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider a Special Use Permit (SUP) to operate a massage establishment use on a property zoned Planned Development with a base zoning of C-2, General Commercial/Retail.

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The applicant is requesting a Special Use Permit (SUP) to operate a massage establishment at 5321 Lakeview Parkway, Suite 104. The existing 6,600-square-foot commercial building is divided into five (5) tenant spaces. The proposed facility will contain three (3) to five (5) treatment rooms, a restroom, a laundry area, and storage. The proposed hours of operation are from 10:00 am to 9:00 pm. The proposed massage establishment will be required to comply with all provisions of Chapter 10, Article VI ("Massage Establishments") of the Rowlett Code of Ordinances and

applicable state licensing requirements.

Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as Retail/Commercial/Office on the City of Rowlett's adopted Future Land Use Map. This designation envisions an area providing goods and services to the public, typically along major thoroughfares and serving nearby residential areas. Developments may be standalone or part of multi-tenant structures and can include hotels, banks, big-box retailers, restaurants, specialty stores, and salons. Office uses focus on business, professional, or financial services and range from small neighborhood offices to large regional campuses, with accessory uses such as health or educational facilities, parking, cafeterias, or other employee amenities.

The applicant intends to use this location for a massage establishment, which is consistent with the land use guidance outlined in the Comprehensive Plan. The proposed use aligns with the vision for this area by providing a community service and is situated near a major thoroughfare, as envisioned by the objectives of the Comprehensive Plan's future land use designation.

Zoning District and Ordinance

SECTION 77-301, TABLE 3.1-1: TABLE OF ALLOWED USES

According to the Rowlett Development Code, a "massage establishment" means any building, room, place or establishment other than regularly licensed hospital where manipulated massage, or manipulated exercises are practiced upon the human body by anyone not a duly licensed physician, whether with or without the use of mechanical, therapeutic or bathing devices, and shall include Turkish bathhouses.

The applicant proposes to operate a massage establishment business within an existing suite at the subject property, offering massages, facials, and body treatments. The property is currently zoned Planned Development (PD) with a base zoning of C-2, General Commercial/Retail. The C-2 district is intended to accommodate retail sales or similar activities oriented towards the public. Other commercial uses, such as additional retail or office uses, are permitted but are intended to be secondary or complementary. The proposed "massage establishment" use is specifically allowed by SUP pursuant to Section 77-301, Table 3.1-1: Table of Allowed Uses. As such, the applicant is required to obtain approval of a Special Use Permit (SUP) to operate their proposed massage establishment. Lastly, the proposed massage establishment will be required to comply with Chapter 10, Article VI, "Massage Establishments," of the Rowlett Code of Ordinances and all applicable state regulations.

SECTION. 77-506. - OFF-STREET PARKING AND LOADING, TABLE 5.6-1: OFF-STREET PARKING SCHEDULE A

According to Section 77-506, Off-Street Parking and Loading, Table 5.6-1: Off-Street Parking Schedule A, Retail and Personal Service Uses, including the proposed massage establishment, require one (1) parking space per 300 square feet of gross floor area. Based on this standard, the proposed use requires a minimum of four (4) parking spaces. Currently, there are 34 parking spaces available on site. Based on the existing and proposed uses, a total of 22 spaces would be required, indicating that adequate parking is available to accommodate the massage establishment use.

Special Use Permit (SUP) Approval Criteria – RDC Section 77-206

A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that the proposed structure will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large. The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The property is located in a commercial corridor with other personal service uses, consistent with the Retail/Commercial/Office designation in the Comprehensive Plan. The proposed use supports the area's vision by providing a community service near a major thoroughfare.

The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

The property is located within a Planned Development (Ordinance 121686B) with a base zoning of General Commercial/Retail (C-2). Under the current development standards outlined in Section 77-301, Use Regulation, a massage establishment requires approval of a Special Use Permit. The C-2 district emphasizes that the dominant use of land should be retail sales or similar activities oriented toward the public. Other commercial uses, such as additional retail or office uses, are permitted but are intended to be secondary or complementary. As a personal service, a massage spa can fit within a C-2 district by supporting the retail character, rather than serving as the primary anchor.

Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

Staff does not identify a specific changing condition, demographic trend, or market shift that necessitates an additional massage establishment at this location. Approximately five other massage establishments currently operate along the Lakeview Parkway corridor. While the proposed use would provide an additional community amenity, the request is not driven by an identifiable change in conditions recognized by staff.

Whether the proposed special use permit will protect or enhance the health, safety,

morals, or general welfare of the public;

Approval of the Special Use Permit, combined with mandatory compliance with Chapter 10, Article VI of the Rowlett Code of Ordinances ("Massage Establishments") and all applicable state licensing and regulatory requirements provides reasonable safeguards to protect public health, safety, morals, and general welfare.

Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The site is already served by existing public streets, water, sewer, and other utilities.

The proposed use will generate minimal additional demand on public infrastructure.

Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The proposed massage establishment will occupy an existing tenant suite with no exterior alterations, site work, or increase in impervious cover. Traffic generation and operational intensity are comparable to or lower than the existing retail and personal-service tenants: smoke shop, CBD store, barber shop, and the insurance office. As such, staff does not foresee significant adverse impacts on other property in the vicinity of the subject tract.

The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The C-2 General Commercial/Retail district is intended primarily for retail sales but expressly allows complementary personal service and office uses. At approximately 1,200 square feet, the proposed massage establishment will occupy less than 20% of the building's gross floor area and will function as a supporting rather than dominant use. The tenant mix will remain predominantly retail-oriented, and the proposed use is appropriate and suitable within the existing zoning framework.

PUBLIC HEARING NOTICES

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Thirteen (13) 200-foot notices and ten (10) courtesy 500-foot notices were mailed on November 26, 2025. As of January 2, 2025, staff has received the following.

One (1) notice in favor, zero (0) in neutral, and one (1) notice in opposition within 200 feet.

Zero (0) notice in favor, zero (0) in neutral, and zero (0) notice in opposition within 500 feet

The Planning and Zoning Commission at the December 09, 2025, meeting voted 7-0 to recommend approval of this item. The request was presented under agenda item 4A, which can be viewed at the following link: [Dec 09, 2025 Planning and Zoning Commission - Rowlett, TX](#)

Financial/Budget Implications

No Impact.

Recommended Action

Approve

Approve with Conditions

Deny

Attachments

None

Meeting Date: 1/6/2026

Agenda Item: 7.G.

Title

Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Planned Development with a base zoning of General Commercial/Retail (PD-C2) to Planned Development with a base zoning of General Commercial/Retail with a Special Use Permit to allow a massage establishment (PD-C2-SUP) for Suite 104 of an approximately 6,600 square foot commercial building situated on property being all of that certain approximately 0.6979 acre tract out of the Thomas Lumley Survey, Abstract No.789, Dallas County, Texas and being more commonly known as Suite 104 of 5321 Lakeview Parkway,

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider a Special Use Permit (SUP) to operate a massage establishment use on a property zoned Planned Development with a base zoning of C-2, General Commercial/Retail

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The applicant is requesting a Special Use Permit (SUP) to operate a massage establishment at 5321 Lakeview Parkway, Suite 104. The existing 6,600-square-foot commercial building is divided into five (5) tenant spaces. The proposed facility will contain three (3) to five (5) treatment rooms, a restroom, a laundry area, and storage. The proposed hours of operation are from 10:00 am to 9:00 pm. The proposed massage establishment will be required to comply with all provisions of Chapter 10, Article VI ("Massage Establishments") of the Rowlett Code of Ordinances and applicable state licensing requirements.

Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as Retail/Commercial/Office on the City of Rowlett's adopted Future Land Use Map. This designation envisions an area providing goods and services to the public, typically along major thoroughfares and serving nearby residential areas. Developments may be standalone or part of multi-tenant structures and can include hotels, banks, big-box retailers, restaurants, specialty stores, and salons. Office uses focus on business, professional, or financial services and range from small neighborhood offices to large regional campuses, with accessory uses such as health or educational facilities, parking, cafeterias, or other employee amenities.

The applicant intends to use this location for a massage establishment, which is consistent with the land use guidance outlined in the Comprehensive Plan. The proposed use aligns with the vision for this area by providing a community service and is situated near a major thoroughfare, as envisioned by the objectives of the Comprehensive Plan's future land use designation.

Zoning District and Ordinance

SECTION 77-301, TABLE 3.1-1: TABLE OF ALLOWED USES

According to the Rowlett Development Code, a "massage establishment" means any building, room, place or establishment other than regularly licensed hospital where manipulated massage, or manipulated exercises are practiced upon the human body by anyone not a duly licensed physician, whether with or without the use of mechanical, therapeutic or bathing devices, and shall include Turkish bathhouses.

The applicant proposes to operate a massage establishment business within an existing suite at the subject property, offering massages, facials, and body treatments. The property is currently zoned Planned Development (PD) with a base zoning of C-2, General Commercial/Retail. The C-2 district is intended to accommodate retail sales or similar activities oriented towards the public. Other commercial uses, such as additional retail or office uses, are permitted but are intended to be secondary or complementary. The proposed "massage establishment" use is specifically allowed by SUP pursuant to Section 77-301, Table 3.1-1: Table of Allowed Uses. As such, the applicant is required to obtain approval of a Special Use Permit (SUP) to operate their proposed massage establishment. Lastly, the proposed massage establishment will be required to comply with Chapter 10, Article VI, "Massage Establishments," of the Rowlett Code of Ordinances and all applicable state regulations.

SECTION. 77-506. - OFF-STREET PARKING AND LOADING, TABLE 5.6-1: OFF-STREET PARKING SCHEDULE A

According to Section 77-506, *Off-Street Parking and Loading*, Table 5.6-1: *Off-Street Parking Schedule A*, Retail and Personal Service Uses, including the proposed massage establishment, require one (1) parking space per 300 square feet of gross floor area. Based on this standard, the proposed use requires a minimum of four (4) parking spaces.

Currently, there are 34 parking spaces available on site. Based on the existing and proposed uses, a total of 22 spaces would be required, indicating that adequate parking is available to accommodate the massage establishment use.

Special Use Permit (SUP) Approval Criteria – RDC Section 77-206

A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that the proposed structure will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large. The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

- 1. The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;**

The property is located in a commercial corridor with other personal service uses, consistent with the Retail/Commercial/Office designation in the Comprehensive Plan. The proposed use supports the area's vision by providing a community service near a major thoroughfare.

- 2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;**

The property is located within a Planned Development (Ordinance 121686B) with a base zoning of General Commercial/Retail (C-2). Under the current development standards outlined in Section 77-301, Use Regulation, a massage establishment requires approval of a Special Use Permit. The C-2 district emphasizes that the dominant use of land should be retail sales or similar activities oriented toward the public. Other commercial uses, such as additional retail or office uses, are permitted but are intended to be secondary or complementary. As a personal service, a massage spa can fit within a C-2 district by supporting the retail character, rather than serving as the primary anchor.

- 3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;**

Staff does not identify a specific changing condition, demographic trend, or market shift that necessitates an additional massage establishment at this location. Approximately five other massage establishments currently operate along the Lakeview Parkway corridor. While the proposed use would provide an additional community amenity, the request is not driven by an identifiable change in conditions recognized by staff.

- 4. Whether the proposed special use permit will protect or enhance the health,**

safety, morals, or general welfare of the public

Approval of the Special Use Permit, combined with mandatory compliance with Chapter 10, Article VI of the Rowlett Code of Ordinances (“Massage Establishments”) and all applicable state licensing and regulatory requirements provides reasonable safeguards to protect public health, safety, morals, and general welfare.

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The site is already served by existing public streets, water, sewer, and other utilities. The proposed use will generate minimal additional demand on public infrastructure.

6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The proposed massage establishment will occupy an existing tenant suite with no exterior alterations, site work, or increase in impervious cover. Traffic generation and operational intensity are comparable to or lower than the existing retail and personal-service tenants: smoke shop, CBD store, barber shop, and the insurance office. As such, staff does not foresee significant adverse impacts on other property in the vicinity of the subject tract.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The C-2 General Commercial/Retail district is intended primarily for retail sales but expressly allows complementary personal service and office uses. At approximately 1,200 square feet, the proposed massage establishment will occupy less than 20% of the building’s gross floor area and will function as a supporting rather than dominant use. The tenant mix will remain predominantly retail-oriented, and the proposed use is appropriate and suitable within the existing zoning framework.

PUBLIC HEARING NOTICES

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Thirteen (13) 200-foot notices and ten (10) courtesy 500-foot notices were mailed on November 26, 2025. As of January 2, 2025, staff has received the following.

- One (1) notice in favor, zero (0) in neutral, and one (1) notice in opposition within 200 feet.
- Zero (0) notice in favor, zero (0) in neutral, and zero (0) notice in opposition within 500 feet

The Planning and Zoning Commission at the December 09, 2025, meeting voted 7-0 to recommend approval of this item. The request was presented under agenda item 4A, which can be viewed at the following link: [Dec 09, 2025 Planning and Zoning Commission - Rowlett, TX](#).

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 ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT WITH A BASE ZONING OF GENERAL COMMERCIAL/RETAIL (PD-C2) TO PLANNED DEVELOPMENT WITH A BASE ZONING OF GENERAL COMMERCIAL/RETAIL WITH A SPECIAL USE PERMIT ALLOWING A MASSAGE ESTABLISHMENT (PD-C2-SUP) FOR SUITE 104 OF AN APPROXIMATELY 6,600 SQUARE FOOT COMMERCIAL BUILDING SITUATED ON PROPERTY BEING ALL OF THAT CERTAIN APPROXIMATELY 0.6979 ACRE TRACT OUT OF THE THOMAS LUMLEY SURVEY, ABSTRACT NO. 789, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS SUITE 104 OF 5321 LAKEVIEW PARKWAY; 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 Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby

amended by changing the zoning from Planned Development with a base zoning of General Commercial/Retail (PD-C2) to Planned Development with a base zoning of General Commercial/Retail with a Special Use Permit to allow a massage establishment (PD-C2-SUP) for Suite 104 of an approximately 6,600 square foot commercial building situated on property being all of that certain approximately 0.6979 acre tract out of the Thomas Lumley Survey, Abstract No. 789, Dallas County, Texas and being more commonly known as Suite 104 of 5321 Lakeview Parkway and being more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

SECTION 2: All development and use of the Property shall be in accordance with the development standards of the City of Rowlett and further shall comply with the site plan and floor plan attached hereto and incorporated herein by this reference respectively, as Exhibits "B" and "C," with the following special conditions:

1. The massage establishment shall contain three to five treatment rooms, a restroom, a laundry area and a storage area;
2. The hours of operation for the massage establishment shall be from 11:00 a.m. to 9:00 p.m. Monday through Saturday and 11:00 a.m. to 6:00 p.m. on Sundays; and
3. The massage establishment shall be required to comply with all provisions of Chapter 10, Article VI ("Massage Establishments") of the Rowlett Code of Ordinances and all applicable state licensing requirements.

SECTION 3: The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 4: 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 5: 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 6: 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 7: This ordinance shall be effective from and after its passage and publication as may be required.

Attachments

1. Exhibit A - Legal Description
2. Exhibit B - Site Location Map
3. Exhibit C - Floor Plan
4. Attachment 1 - Existing Future Land Use Map
5. Attachment 2 - Zoning Map
6. Attachment 3 - Property Notice Map
7. Attachment 4 - Property Owner Response Forms
8. Attachment 5 - List of Notified Property Owners
9. Attachment 6 - Site Photos
10. Attachment 7 - Project Description

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Site



City Limits

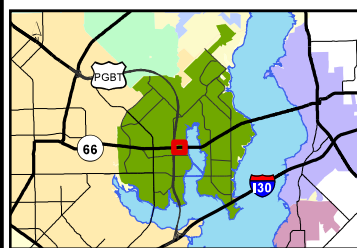


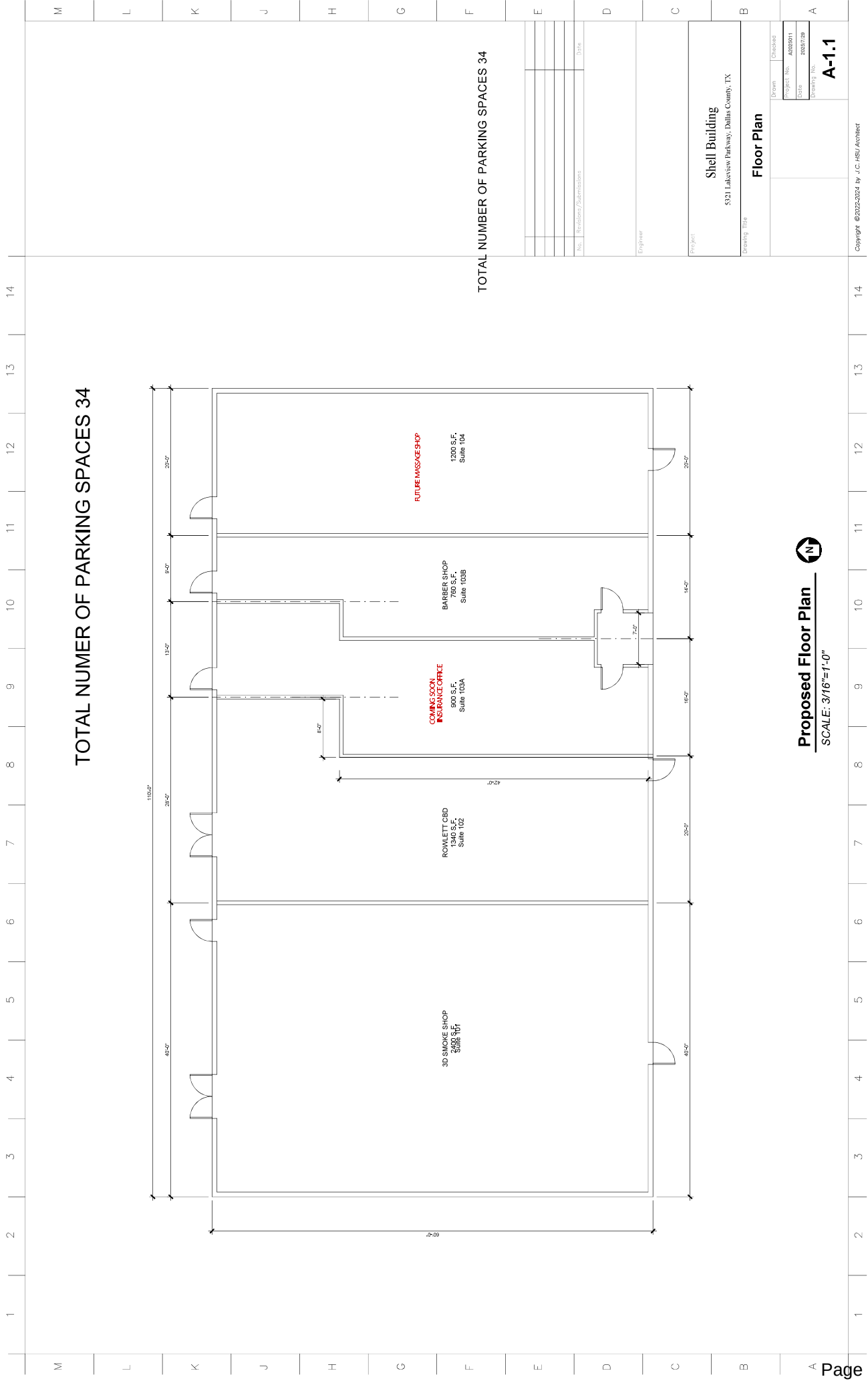
Parcels



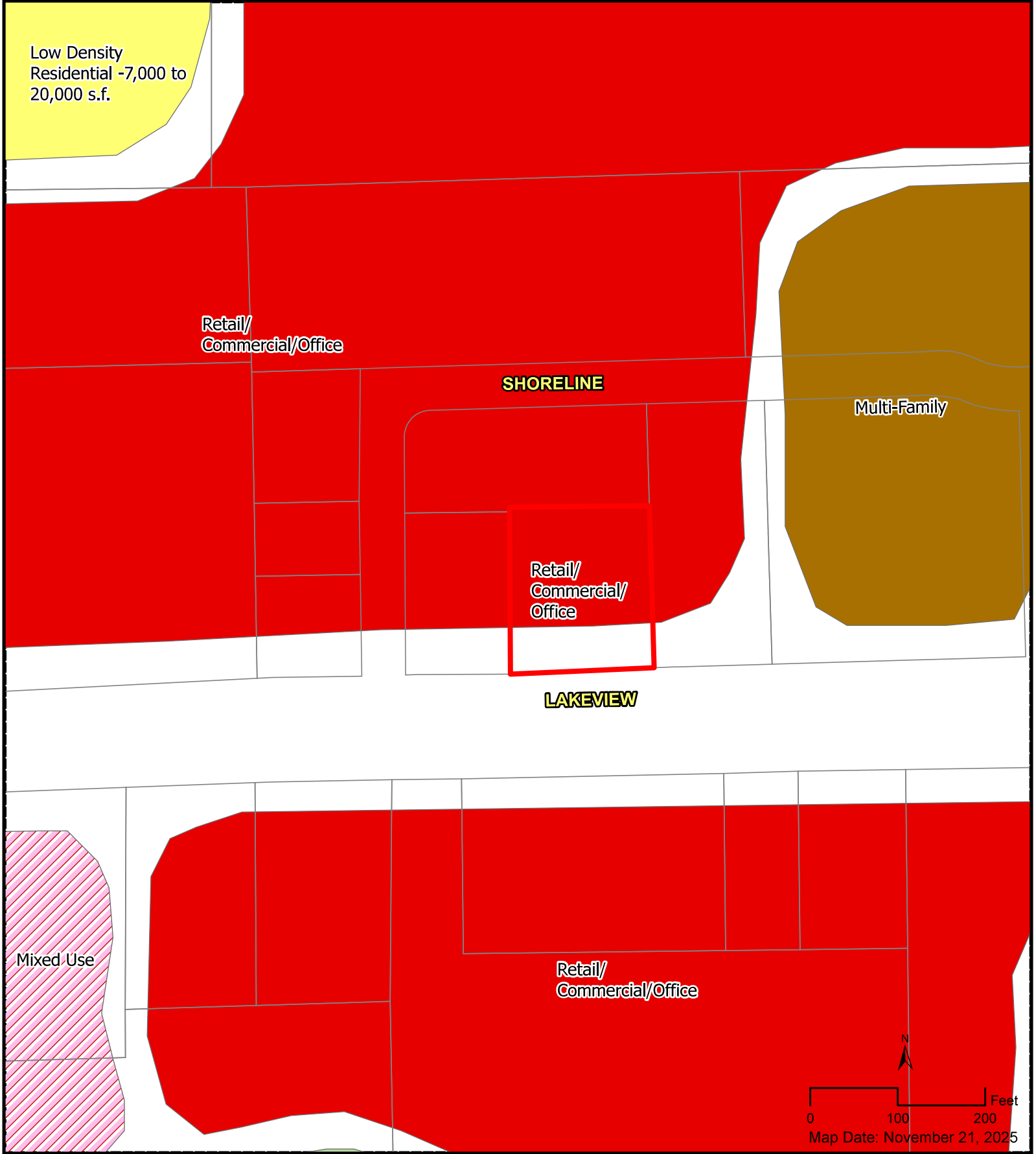
Streets

Site Location Map





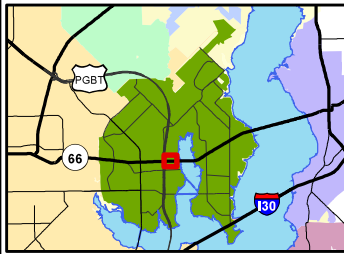
TOTAL NUMBER OF PARKING SPACES 34

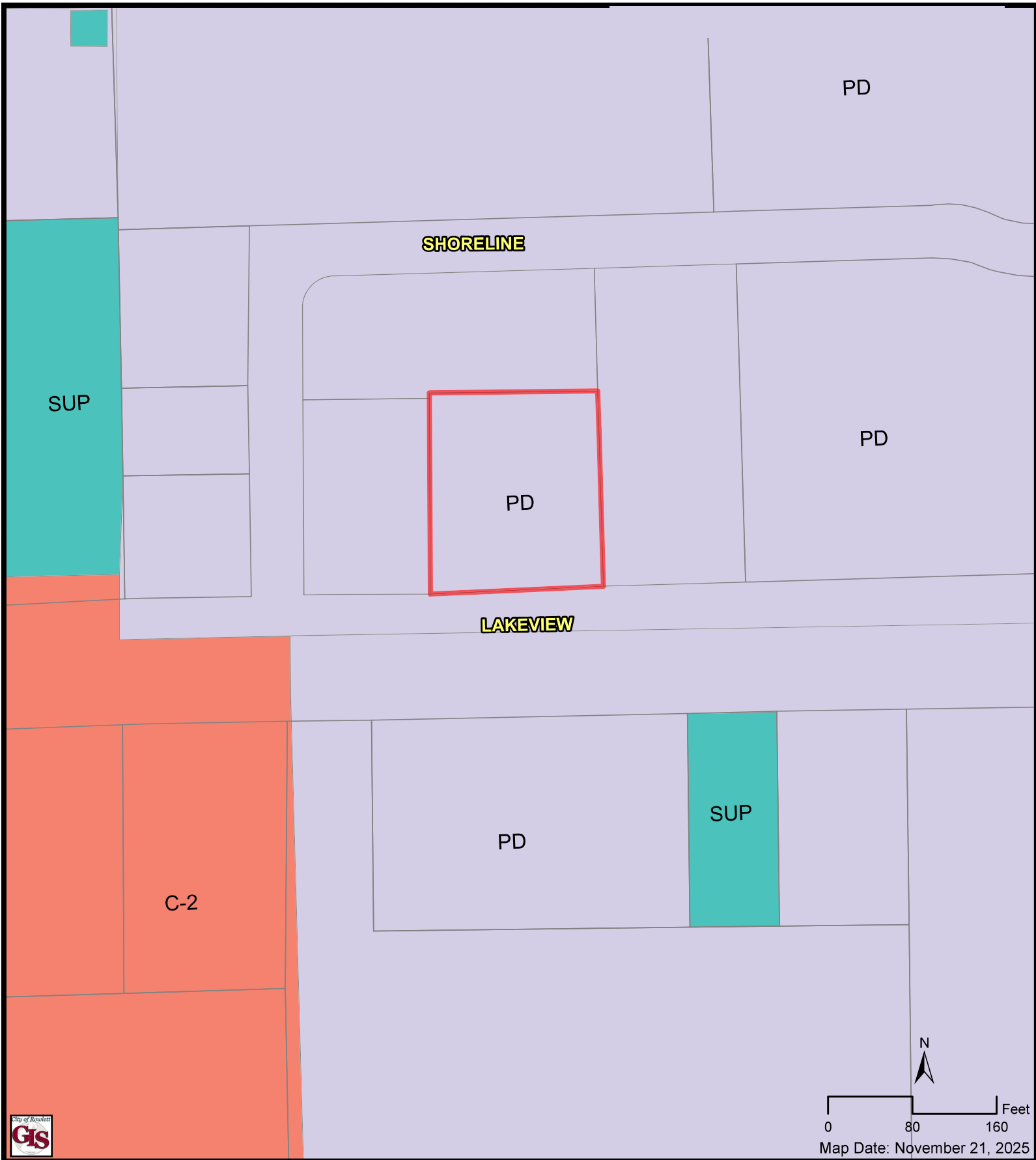


Map Date: November 21, 2025

- | | |
|--|---|
|  Site |  Mixed Use |
|  Parcels |  Retail/Commercial/Office |
|  City Limits |  Low Density Residential
- 7,000 to 20,000 s.f. |
| |  Multi-Family |

**Existing Future
Land Use Map**





City Limits



PD



Site



SUP

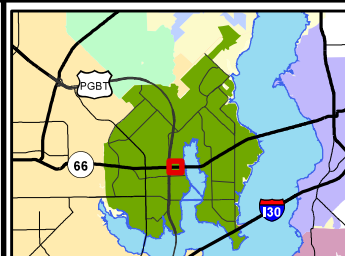


Parcels

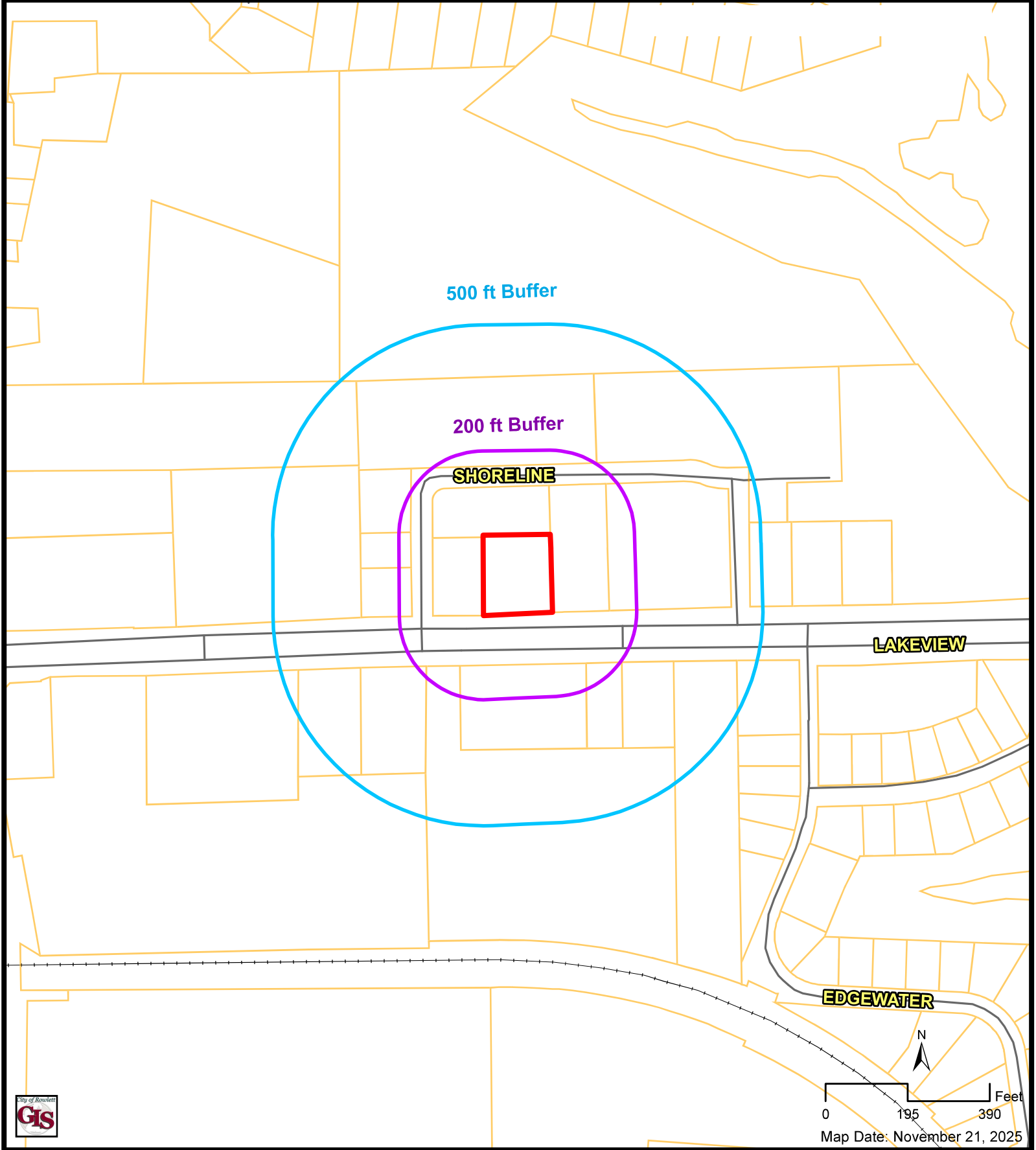


C-2

Existing Zoning Map

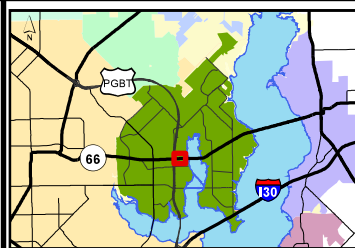


Rowlett
TEXAS



- Site
- Parcels
- Streets
- 500 ft Buffer
- 200 ft Buffer
- City Limits

Property Notice Map



Project Number: 25-000093
Project Name: Paradise Massage SUP
City of Rowlett
Planning Division



To: Owner

NORTH BALLARD STATION LLC
3713 CARRIE LN
ST PAUL, TX 750984759

Address of Responding Property (if Different than the mailing address) within 200 Feet:

5310 Lakeview, Rowlett 75088

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

Owner (s) Printed Name:

CHOYA TAPP - NORTH Ballard STATION

Owner (s) Phone Number:

214 869 3963

Owner (s) Email Address:

CHOYA.TAPP @ GTE.NET

Owner (s) Signature:

[Signature]

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000093
Project Name: Paradise Massage SUP
City of Rowlett
Planning Division



To: Owner

TIBBALS JAMES MICHAEL & DEBORAH J
MAILING ADDRESS:
12222 MERIT DRIVE, SUITE 1400
DALLAS, TX 75251

Address of Responding Property (if Different than the mailing address) within 200 Feet:

5400 SHORELINE DRIVE

Please Check One:

☐ In Favor of the Request

☒ Neutral

☒ Opposed to the Request

Comments:

My questions are:

1) What relationship do you now have or in the past have you ever had, with any other Paradise Massage businesses;

2) Who else has any financial interest in this store's business;

3) How may Paradise Massage businesses had their license removed or otherwise shut down;

4) Has any business you are associated with been cited for code violations;

5) has any massage therapists, masseurs or masseuses been cited for code violations;

6) are any of your massage therapists, masseurs or masseuses personally licensed.

7) Give the business address at every massage business you have been associated with;

8) Have you personally ever been arrested? When, where and for what?

9) What are the names, ages and citizenships of your massage therapists, masseurs or masseuses.

Owner (s) Printed Name: **J. Michael Tibbals**

Owner (s) Phone Number: **214-932-1789**

Owner (s) Email Address: **mtibbals@snellwylie.com**

Owner (s) Signature:

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



ACCT(DCAD)	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER_ZIPCODE	STREET ADDRESS
440004100A0010000	ROWLETT SELF STORAGE LTD %ADVANTAGE SELF STOR INC	2600 W ELDORADO PKWY STE 110	MCKINNEY	TX	750707521	5200 LAKEVIEW PKWY
440004100A03R0000	PJ LLC	2035 CLUBVIEW DR	ROCKWALL	TX	750872365	5322 LAKEVIEW PKWY
440004100A2RA0000	AMERICAN NATIONAL BANK & OF TEXAS THE	102 W MOORE AVE	TERRELL	TX	751603140	5320 LAKEVIEW PKWY
440007900A01R0000	5325 LAKEVIEW PARKWY OWNER LLC % OTTO PEREZ	118 KNICKERBOCKER AVE	BROOKLYN	NY	112371803	5325 LAKEVIEW PKWY
440016500A0010000	NORTH BALLARD STATION LLC	3713 CARRIE LN	ST PAUL	TX	750984759	5310 LAKEVIEW PKWY
44012900010040000	AC LAKESHORE VILLA LLC	1417 E INTERSTATE 30 STE 1	GARLAND	TX	750434787	5301 LAKEVIEW PKWY
448002000000010000	BROTHERS CLOUTIER LEASING LLC	4032 LEGACY TRL	CARROLLTON	TX	750106442	5313 LAKEVIEW PKWY
448002000000020000	WALL CAROL ANN REVOCABLE TRUST	3102 CAMBRIDGE DR	ROWLETT	TX	750885911	5317 LAKEVIEW PKWY
44901710010010000	HALLE PROPERTIES LLC	20225 N SCOTTSDALE RD	SCOTTSDALE	AZ	852556466	5150 LAKEVIEW PKWY
65078988610160000	TIBBALS JAMES MICHAEL & DEBORAH J	3911 POTOMAC AVE	DALLAS	TX	752052116	5400 SHORELINE DR
65078988610160900	JJ ROWLETT LLC	3575 PIEDMONT RD NE STE 1200	ATLANTA	GA	303051623	5201 LAKEVIEW PKWY
65078988610161000	BROTHERS CLOUTIER LEASING LLC	4032 LEGACY TRL	CARROLLTON	TX	750106442	5310 SHORELINE DR
65078988610180000	TEXAS UNITED ENTERPRISE INC	PO BOX 261601	PLANO	TX	750261601	5321 LAKEVIEW PKWY





Project Title: Paradise Massage

Location: 5321 Lakeview Pkwy #103A Rowlett TX. 75088

Date: August 12, 2025

Project Overview

Paradise Massage is a new therapeutic massage center dedicated to promoting holistic well-being through professional, personalized massage services. Located in the heart of Rowlett City – on Lakeview Parkway and near GBTP, the studio aims to provide a tranquil and welcoming space where clients can unwind, heal, and rejuvenate their mind and body.

This project involves the design, construction, and operation of a boutique-style massage therapy facility that blends modern wellness practices with a calm, spa-like environment. The goal is to serve a diverse clientele—from working professionals and athletes to seniors and individuals managing chronic pain.

Objectives

1. **Wellness & Healing:** Offer a range of massage therapies: Swedish, deep tissue, hot stone, prenatal, etc.
 2. **Comfortable Environment:** Design a soothing and clean space with private massage rooms, ambient lighting, and relaxing music to elevate the overall client experience.
 3. **Skilled Professionals:** Employ licensed and experienced massage therapists committed to ongoing training and excellence in client care.
 4. **Community Connection:** Establish long-term relationships with clients and partner with local health practitioners and businesses to promote integrated wellness services.
 5. **Sustainable Growth:** Build a strong foundation for expansion into additional services such as aromatherapy, reflexology, and wellness workshops.
-

Scope of Work

- **Interior Renovation & Design:** Transform the existing insurance office space into a massage studio with a reception area, 3–5 treatment rooms, restroom, laundry room, and storage.
 - **Licensing & Compliance:** Secure all necessary health permits, business licenses, and insurance according to local regulations.
 - **Staffing & Training:** Hire licensed massage therapists, front-desk staff, and cleaning personnel. Implement customer service and safety protocols.
 - **Marketing & Branding:** Launch an initial campaign including website development, online booking system, social media presence, and local promotions.
 - **Operational Launch:** Soft opening to test systems, followed by a grand opening event with promotional offers to attract new clients.
-

Target Market

The primary customer base includes:

- Busy professionals seeking stress relief
 - Individuals with chronic pain or physical discomfort
 - Fitness enthusiasts and athletes
 - Pregnant individuals needing prenatal care
 - Seniors seeking improved circulation and mobility
-

Outcomes & Impact

Serenity Touch Massage & Wellness Studio is expected to:

- Improve community health and wellness through accessible, high-quality massage therapy
- Generate local employment opportunities
- Enhance the vitality of the commercial district through increased foot traffic
- Build a loyal customer base through exceptional service and word-of-mouth referrals

Meeting Date: 1/6/2026

Agenda Item: 7.H.

Title

Conduct a Public Hearing to consider adoption of an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 9/18 (SF-9) to Single Family Residential - 9/18 with a Special Use Permit for a 1,064 square feet enclosed accessory structure with a height not to exceed 14 feet (SF-9-SUP) for an approximately 0.50-acre lot being described as Block A, Lot 2, of Altman No.1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 7405 Pennridge Circle.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider a Special Use Permit (SUP) to construct a 1,064-square-foot detached, accessory structure with a height of 14 feet in a SF-9 zoning district.

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The applicant is requesting approval of a Special Use Permit (SUP) to construct a 1,064-square-foot detached accessory structure with a height of 14 feet. The proposed structure will be used to provide additional enclosed parking space area for personal vehicles, with no commercial activity, dwelling unit, or public access permitted. Pursuant to Section 77-303.C of the Rowlett Development Code (RDC), an SUP is required for any enclosed accessory structure exceeding 500 square feet within a single-family residential zoning district.

Additionally, a portion of the northwest area of the property lies within the floodplain. The construction of a new accessory structure and the addition of impervious surfaces,

including a proposed 600-square-foot driveway extension, may have the potential to increase stormwater runoff. As such, at the time of the building permit submittal, the applicant will be required to verify that the accessory structure is located outside of the floodplain and/or demonstrates compliance with Section 77-502 of the Rowlett Development Code (RDC) and Section 82-55 Flood Damage Prevention regulations. The applicant must also provide documentation confirming that the proposed development will not adversely impact the floodplain or neighboring properties through increased stormwater runoff.

Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as Estate Residential – over 20,000 square feet on the City of Rowlett's adopted Future Land Use Map. The Comprehensive Plan describes this designation as accommodating large lot, low-density residential developments. These properties may include a variety of accessory uses and structures that support the personal needs of the homeowners, provided such uses remain incidental and subordinate to the primary residence. As such, staff finds the Special Use Permit (SUP) request to be consistent with the Comprehensive Plan's Future Land Use designation.

ZONING ORDINANCE

Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:

"3. Dimensional standards for residential accessory buildings and structures.

(a) Size, Height, and Building Materials

The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage allowed in the zoning district, or 35 percent of the rear yard area, whichever is less.

Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less. However, accessory structures in the front yard shall not exceed seven feet in height.

Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.

When an accessory structure is located in the rear yard, a minimum three-foot side setback is required.

No accessory structure or portion of an accessory structure shall be used as a dwelling. Reserved.

An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a

metal roof of similar type. A building permit shall be required.

Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit.

Any accessory structure that does not meet the above requirements may be allowed only by special use permit.

(b) Same Lot Requirement. The accessory use or structure shall be conducted and/or located on the same lot as the principal use.

4. Same Ownership Required. The principal use and the accessory use shall be under the same ownership.

5. Same Utility Meter Required. The principal use and the accessory use shall utilize the same utility meter.”

Section 77-303.C.3(a) Size, height and building materials – Analysis

The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35% of the rear yard, whichever is less.

The Single Family (SF-9) District allows a maximum lot coverage of 45%. This property is approximately 21,465 square feet, which permits up to 9,659 square feet of total lot coverage. The property currently includes a 2,300 square foot primary residence, a 192 square foot shed, and 2,180 square feet of existing impervious surface. The applicant is proposing to add a 1,064 square foot accessory structure (metal building) along with 600 square feet of new concrete to provide access to the structure. When combined, the existing home, shed, accessory structure, and both existing and proposed impervious surfaces total 6,336 square feet or 30% lot coverage. This is well below the allowable maximum of 9,659 square feet. As such, the request complies with the lot coverage requirement.

Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.

The height of the primary building is 30 feet. The height of the accessory structure is approximately 14 feet, which does not exceed the primary building height.

Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.

The proposed accessory structure (metal building) will be located in the rear yard. As such, the conditions of this requirement do not apply.

When an accessory structure is located in the rear yard, a minimum 3-foot side setback is required.

The proposed accessory structure (metal building) will be set back 5 feet from the side

lot lines and 68 feet from the (rear) property boundary.

No accessory structure or portion of an accessory structure shall be used as a dwelling. The applicant is proposing to use the accessory structure (metal building) to store personal vehicles.

An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.

Under Section 3000.002 of the Texas Local Government Code, the City cannot require or prohibit specific exterior building materials, if those materials or construction methods are permitted by the applicable national model codes within the last three code cycles. The subject property's proposed metal structure meets our code.

Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit. A building permit shall be required.

The accessory structure exceeds 500 square feet, which warrants the request. Approval from the appropriate review body, followed by the issuance of a building permit, is required before construction may proceed.

Same Lot Requirement - The accessory structure will be located on the same lot as the principal use.

Same Ownership Required - The principal use and the accessory use are under the same ownership.

Same Utility Meter Required. The principal use and the accessory are under the same utility meter.

Special Use Permit (SUP) Approval Criteria – RDC Section 77-206

A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that the proposed structure will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large. The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The proposed use of the structure as an accessory building is not in conflict with the City's Comprehensive Plan or applicable state and federal regulations.

The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

Accessory structures are allowed in residential zoning districts provided they meet the requirements of the development standards, namely height, lot coverage and setbacks. This request satisfies height, area, rear lot coverage and setback requirements.

Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

The proposed accessory structure is intended for the storage of personal vehicles. As accessory structures are common within residential areas, the addition of this detached structure does not respond to any changing condition, trend, or fact. It is consistent with the existing development pattern and does not alter surrounding land-use characteristics or negatively impact the neighborhood.

Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;

Staff finds that the proposed accessory structure poses no threat to public health, safety, morals, or welfare. No external impacts are anticipated.

Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

Adequate utilities and access currently exist for the subject property.

Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The accessory structure is not expected to have a significant adverse impact on neighboring properties. The property is sufficiently large to accommodate the structure, and the proposed use aligns with the intent of the Single-Family Residential (SF-9) District, which allows accessory structures incidental to the primary use. Because the structure exceeds 500 square feet, the hearing body has additional discretion to evaluate whether its size, height, location, and use are appropriate.

The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The proposed SUP does not compromise the surrounding developed land use pattern. The existing home, shed, accessory structure, and both existing and proposed impervious surfaces total a lot coverage well below the allowable maximum, and the height of the proposed structure will be less than the primary structure.

PUBLIC HEARING NOTICES

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Eleven (11) 200-foot notices and forty-seven (47) courtesy 500-foot notices were mailed on November 26, 2025. As of January 2, 2025, staff has received the following.

One (1) notice in favor, zero (0) in neutral, and zero (0) notices in opposition within 200 feet.

Three (3) notices in favor, zero (0) in neutral, and zero (0) notices in opposition within 500 feet

Planning and Zoning Commission Summary

The Planning and Zoning Commission at the December 09, 2025, meeting voted 7-0 to recommend approval of this item. The request was presented under agenda item 4C, which can be viewed at the following link: Dec 09, 2025 Planning and Zoning Commission - Rowlett, TX

Financial/Budget Implications

No Impact

Recommended Action

Approve

Approve with Conditions

Deny

Attachments

None

Meeting Date: 1/6/2026

Agenda Item: 7.I.

Title

Consider action to adopt an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Single Family Residential - 9/18 (SF-9) to Single Family Residential - 9/18 with a Special Use Permit for a 1,064 square feet enclosed accessory structure with a height not to exceed 14 feet (SF-9-SUP) for an approximately 0.50-acre lot being described as Block A, Lot 2, of Altman No.1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 7405 Pennridge Circle.

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Request to consider a Special Use Permit (SUP) to construct a 1,064-square-foot detached, accessory structure with a height of 14 feet in a SF-9 zoning district.

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. 3.5 Ensure that the Comprehensive Plan is observed and followed.

Background Information

The applicant is requesting approval of a Special Use Permit (SUP) to construct a 1,064-square-foot detached accessory structure with a height of 14 feet. The proposed structure will be used to provide additional enclosed parking space area for personal vehicles, with no commercial activity, dwelling unit, or public access permitted. Pursuant to Section 77-303.C of the Rowlett Development Code (RDC), an SUP is required for any enclosed accessory structure exceeding 500 square feet within a single-family residential zoning district.

Additionally, a portion of the northwest area of the property lies within the floodplain. The construction of a new accessory structure and the addition of impervious surfaces, including a proposed 600-square-foot driveway extension, may have the potential to increase

stormwater runoff. As such, at the time of the building permit submittal, the applicant will be required to verify that the accessory structure is located outside of the floodplain and/or demonstrates compliance with Section 77-502 of the Rowlett Development Code (RDC) and Section 82-55 Flood Damage Prevention regulations. The applicant must also provide documentation confirming that the proposed development will not adversely impact the floodplain or neighboring properties through increased stormwater runoff.

Discussion

COMPREHENSIVE PLAN

The Future Land Use Map designates this property as Estate Residential – over 20,000 square feet on the City of Rowlett's adopted Future Land Use Map (Attachment 1). The Comprehensive Plan describes this designation as accommodating large lot, low-density residential developments. These properties may include a variety of accessory uses and structures that support the personal needs of the homeowners, provided such uses remain incidental and subordinate to the primary residence. As such, staff finds the Special Use Permit (SUP) request to be consistent with the Comprehensive Plan's Future Land Use designation.

ZONING ORDINANCE

Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:

"3. Dimensional standards for residential accessory buildings and structures.

(a) Size, Height, and Building Materials

1. The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage allowed in the zoning district, or 35 percent of the rear yard area, whichever is less.
2. Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less. However, accessory structures in the front yard shall not exceed seven feet in height.
3. Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.
4. When an accessory structure is located in the rear yard, a minimum three-foot side setback is required.
5. No accessory structure or portion of an accessory structure shall be used as a dwelling.
6. *Reserved.*
7. An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.
8. Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit.
9. Any accessory structure that does not meet the above requirements may be

allowed only by special use permit.

(b) Same Lot Requirement. The accessory use or structure shall be conducted and/or located on the same lot as the principal use.

4. Same Ownership Required. The principal use and the accessory use shall be under the same ownership.

5. Same Utility Meter Required. The principal use and the accessory use shall utilize the same utility meter.”

Section 77-303.C.3(a) Size, height and building materials – Analysis

- 1. The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35% of the rear yard, whichever is less.**

The Single Family (SF-9) District allows a maximum lot coverage of 45%. This property is approximately 21,465 square feet, which permits up to 9,659 square feet of total lot coverage. The property currently includes a 2,300 square foot primary residence, a 192 square foot shed, and 2,180 square feet of existing impervious surface. The applicant is proposing to add a 1,064 square foot accessory structure (metal building) along with 600 square feet of new concrete to provide access to the structure. When combined, the existing home, shed, accessory structure, and both existing and proposed impervious surfaces total 6,336 square feet or 30% lot coverage. This is well below the allowable maximum of 9,659 square feet. As such, the request complies with the lot coverage requirement.

- 2. Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.**

The height of the primary building is 30 feet. The height of the accessory structure is approximately 14 feet, which does not exceed the primary building height.

- 3. Accessory structures located in the front or side yard shall adhere to the same front and side yard setbacks as required for the primary structure.**

The proposed accessory structure (metal building) will be located in the rear yard. As such, the conditions of this requirement do not apply.

- 4. When an accessory structure is located in the rear yard, a minimum 3-foot side setback is required.**

The proposed accessory structure (metal building) will be set back 5 feet from the side lot lines and 68 feet from the (rear) property boundary.

5. No accessory structure or portion of an accessory structure shall be used as a dwelling.

The applicant is proposing to use the accessory structure (metal building) to store personal vehicles.

6. An accessory structure of between 120 square feet and 500 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of similar type. A building permit shall be required.

Under Section 3000.002 of the Texas Local Government Code, the City cannot require or prohibit specific exterior building materials, if those materials or construction methods are permitted by the applicable national model codes within the last three code cycles. The subject property's proposed metal structure meets our code.

7. Any accessory structure in a residential zoning district that is over 500 square feet in size, and which is enclosed shall require a special use permit. A building permit shall be required.

The accessory structure exceeds 500 square feet, which warrants the request. Approval from the appropriate review body, followed by the issuance of a building permit, is required before construction may proceed.

Same Lot Requirement - The accessory structure will be located on the same lot as the principal use.

Same Ownership Required - The principal use and the accessory use are under the same ownership.

Same Utility Meter Required. The principal use and the accessory are under the same utility meter.

Special Use Permit (SUP) Approval Criteria – RDC Section 77-206

A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that the proposed structure will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large. The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

1. The proposed SUP is consistent with the Comprehensive Plan and other

infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The proposed use of the structure as an accessory building is not in conflict with the City's Comprehensive Plan or applicable state and federal regulations.

2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

Accessory structures are allowed in residential zoning districts provided they meet the requirements of the development standards, namely height, lot coverage and setbacks. This request satisfies height, area, rear lot coverage and setback requirements.

3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

The proposed accessory structure is intended for the storage of personal vehicles. As accessory structures are common within residential areas, the addition of this detached structure does not respond to any changing condition, trend, or fact. It is consistent with the existing development pattern and does not alter surrounding land-use characteristics or negatively impact the neighborhood.

4. Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;

Staff finds that the proposed accessory structure poses no threat to public health, safety, morals, or welfare. No external impacts are anticipated.

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

Adequate utilities and access currently exist for the subject property.

6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The accessory structure is not expected to have a significant adverse impact on neighboring properties. The property is sufficiently large to accommodate the structure, and the proposed use aligns with the intent of the Single-Family Residential (SF-9) District, which allows accessory structures incidental to the primary use. Because the structure exceeds 500 square feet, the hearing body has additional discretion to evaluate whether its size, height, location, and use are appropriate.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP.

The proposed SUP does not compromise the surrounding developed land use pattern. The existing home, shed, accessory structure, and both existing and proposed impervious surfaces total a lot coverage well below the allowable maximum, and the height of the proposed structure will be less than the primary structure.

PUBLIC HEARING NOTICES

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Eleven (11) 200-foot notices and forty-seven (47) courtesy 500-foot notices were mailed on November 26, 2025. As of January 2, 2025, staff has received the following.

- One (1) notice in favor, zero (0) in neutral, and zero (0) notices in opposition within 200 feet.
- Three (3) notices in favor, zero (0) in neutral, and zero (0) notices in opposition within 500 feet

Planning and Zoning Commission Summary

The Planning and Zoning Commission at the December 09, 2025, meeting voted 7-0 to recommend approval of this item. The request was presented under agenda item 4C, which can be viewed at the following link: [Dec 09, 2025 Planning and Zoning Commission - Rowlett, TX](#).

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 ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM SINGLE FAMILY RESIDENTIAL – 9/18 (SF-9) TO SINGLE FAMILY RESIDENTIAL – 9/18 WITH A SPECIAL USE PERMIT (SF-9-SUP) TO ALLOW FOR A 1,064 SQUARE FEET ENCLOSED ACCESSORY STRUCTURE NOT TO EXCEED 14 FEET IN HEIGHT FOR AN APPROXIMATELY 0.50 ACRE LOT DESCRIBED AS BLOCK A, LOT 2 OF ALTMAN NO. 1 ADDITION, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 7405 PENNRIDGE CIRCLE; 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 Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from Single Family Residential – 9/18 (SF-9) to Single Family Residential – 9/18 with a Special Use Permit (SF-9-SUP) to allow for a 1,064 square feet enclosed accessory structure not to exceed 14 feet in height for an approximately 0.50 acre lot described as Block A, Lot 2, of Altman No. 1 Addition, in the City of Rowlett, Dallas County, Texas and being more commonly known as 7405 Pennridge Circle and being more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”).

SECTION 2: All development and use of the Property shall be in accordance with the development standards of the City of Rowlett and further shall comply with the site plan and statement of intent regarding building materials and dimensions attached hereto and incorporated herein by this reference as Exhibits “B” and “C,” respectively, and shall further comply with the following special conditions:

1. The accessory structure allowed by this ordinance shall be used to provide additional enclosed parking for personal vehicles and shall not be used for any commercial activity nor as a dwelling unit and public access shall not be permitted;
2. At the time of submittal of an application for the building permit for the accessory structure allowed by this ordinance, the applicant and/or property owner shall be required to: (a) verify and confirm to the City that the accessory structure will be located outside of the floodplain and/or demonstrate compliance with Section 77-502 of the Rowlett Code of Ordinances and Section 82-55 Flood Damage Prevention regulations and (b) provide the City with documentation confirming that the proposed development of the accessory structure will not adversely impact the floodplain or neighboring properties through increased stormwater runoff.

SECTION 3: The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein. The Property shall not be used for any commercial activity or business operations and no public access shall be permitted.

SECTION 4: 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 5: 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 6: 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 7: This ordinance shall be effective from and after its passage and publication as may be required.

Attachments

1. Exhibit A - Legal Description
2. Exhibit B - Site Location Map
3. Exhibit C - Statement of Intent
4. Attachment 1 - Existing Future Land Use Map
5. Attachment 2 - Zoning Map
6. Attachment 3 - Site Conditions
7. Attachment 4 - Property Notification Map
8. Attachment 5 - Public Hearing Notification Responses
9. Attachment 6 - List of Notified Property Owners
10. Attachment 7 - Site Photos

SUBURBAN SURVEYING COMPANY
P. O. BOX 28212
DALLAS, TEXAS 75228
(214) 270-6381

SURVEY PLAT

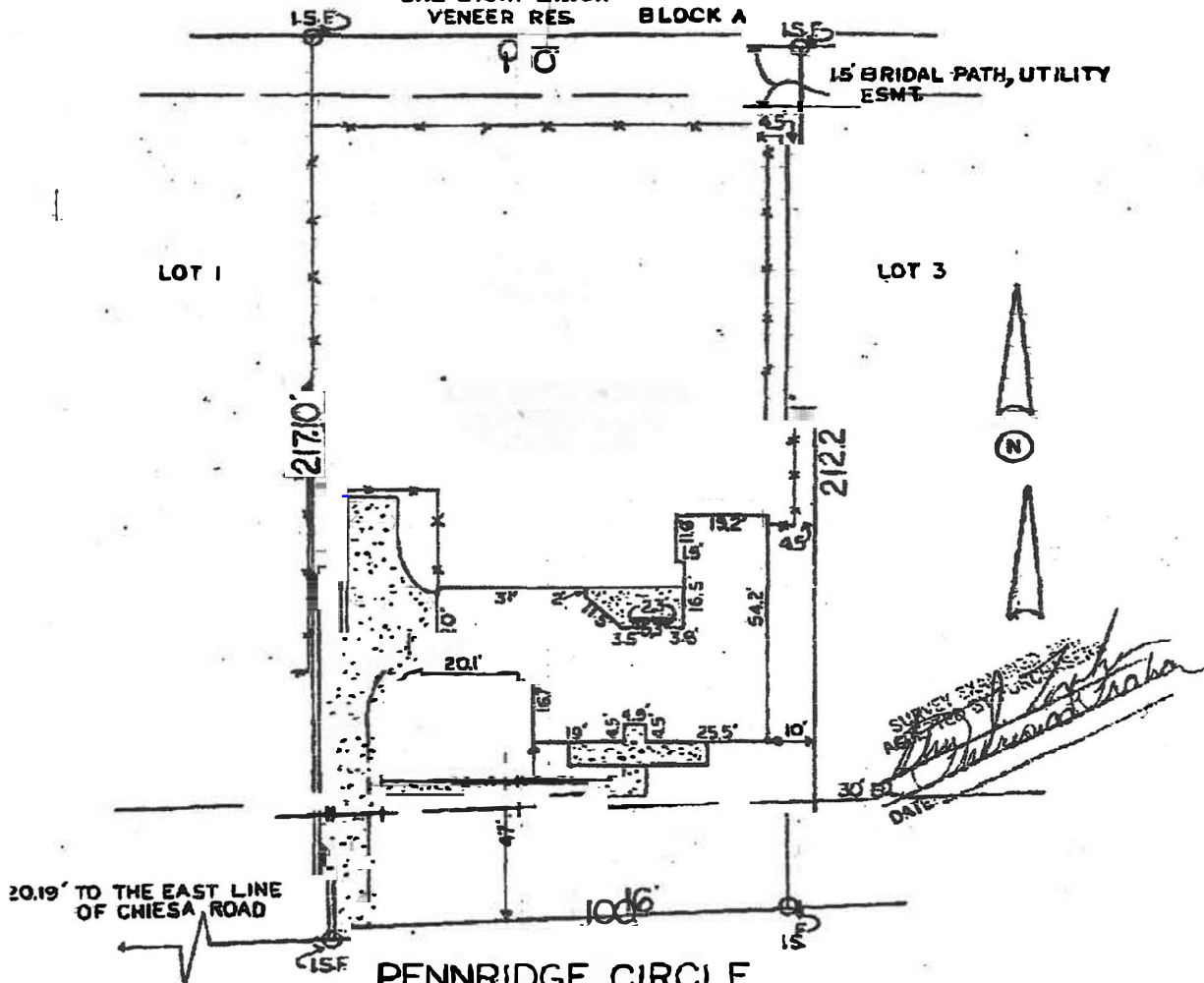
TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at

No. 7405 PENNRIDGE CIRCLE, in the city of ROWLETT, Texas, described as follows:

Lot No. 2, Block No. A, City Block No. 1
of ALPINE ADDITION NO. 1 as addition to the City of ROWLETT, Texas, Map to the MAP recorded in Volume 808-2 at page 1401 of the DEED RECORDS of DALLAS COUNTY Texas.

7405 PENNRIDGE CIR. LOT 2
ONE STORY BRICK
VENEER RES. BLOCK A



PENNRIDGE CIRCLE

THIS PROPERTY IS NOT LOCATED IN A FLOOD PLAIN ACCORDING TO THE FLOOD PLAIN MAP OF THE CITY OF ROWLETT, COMMUNITY PANEL NUMBER 480185 0010 B. MAP DATED 9/1/78.

The plat herein is a true, correct, and accurate representation of the property as determined by survey, the lines and distances of said property being as indicated by the plat, the size, location, and type of buildings and improvements are as shown, all improvements being within the 5' line of the property, and back from property lines the distances indicated, and that the distances from the corner to the line, point, or road, be as shown on said plat.

THERE ARE NO ENCLOSURES TO, CORRECTIONS, OR PROVISIONS, EXCEPT AS SHOWN ON PLAT.

Scale 1" = 30'
29-88
JOB # 6049

REGISTERED PUBLIC SURVEYOR

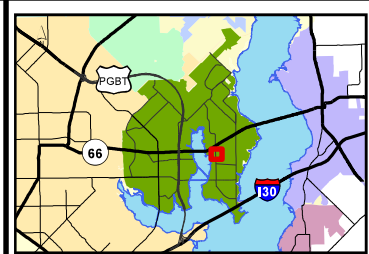
Emmett J. Wilson





	Site		City Limits
	Parcels		Streets

Site Location Map





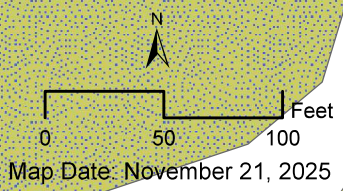
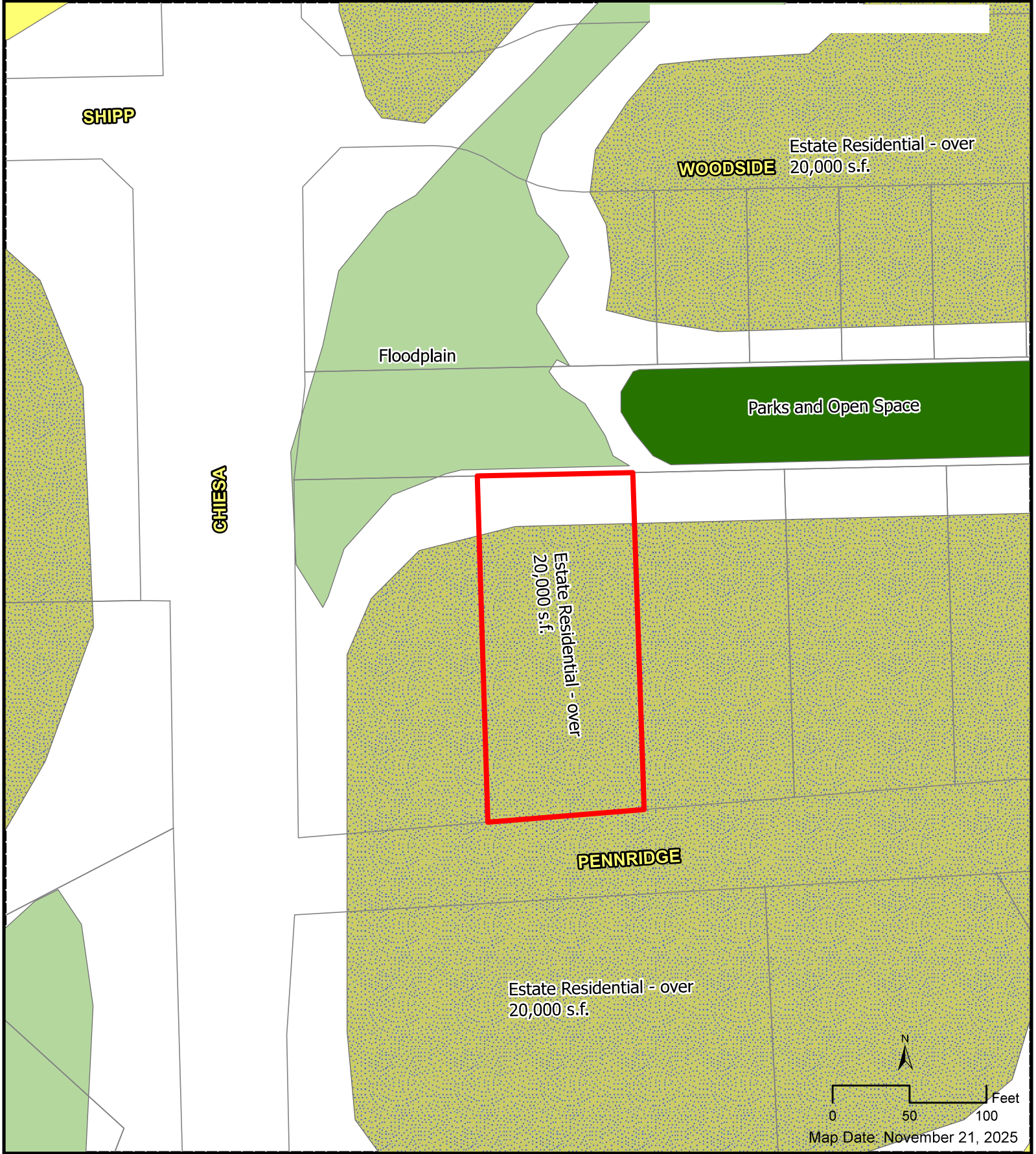
Page 368 of 380

STATEMENT OF INTENT AND PURPOSE

Project – Install a detached Garage for 7405 Pennridge Cir

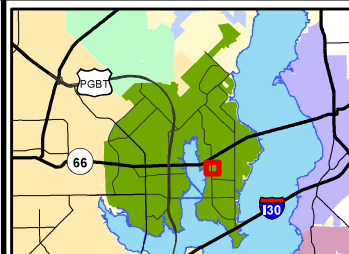
I am the property owner. I will purchase a metal building from Mueller Inc. for garage purposes that will accommodate two vehicles. I will have Mueller Inc. design a building within the Rowlett City guidelines. I will receive the building design and hire a professional construction company to install the concrete foundation and add new concrete to connect to the existing concrete driveway. When the foundation is completed, I will have the building delivered and the same company will build the metal building on the concrete foundation.

1. Description of proposed uses.
 - a. Description of building:
 - i. Build a metal building 30 ft x 28 ft on a concrete foundation on my property and extend existing driveway to building. They will install a porch overhang 8 x 28 with a concrete base attached to the garage.
 - b. Proposed use:
 - i. To provide an enclosed space to park two of my personal vehicles at my home.
2. Existing and proposed zoning and land use.
 - a. No proposed changes to zoning will be needed. Garage will be used for parking vehicles only.



- | | |
|--|---|
|  Site |  Floodplain |
|  Parcels |  Estate Residential - over 20,000 s.f. |
|  City Limits |  Parks and Open Space |

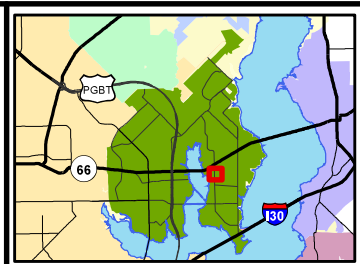
**Existing Future
Land Use Map**





	City Limits		TL		SF-9
	Site		SF-10		SUP
	Parcels		PD		SF-8
			SF-40		

Existing Zoning Map



SUBURBAN SURVEYING COMPANY
P. O. BOX 28232
DALLAS, TEXAS 75228
(214) 270-6381

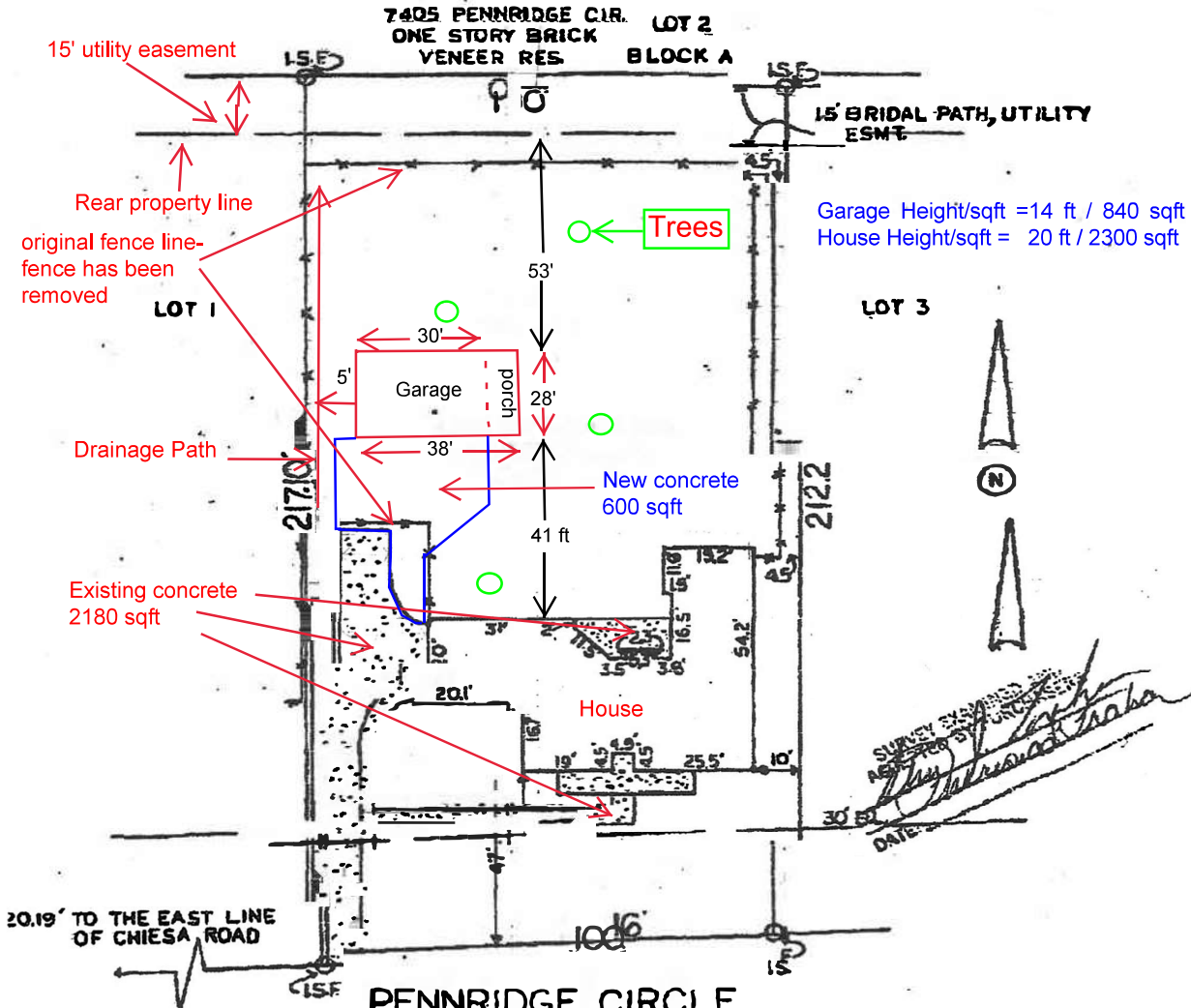
SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at

No. 7405 PENNRIDGE CIRCLE, in the city of ROWLETT, Texas, described as follows:

Lot No. 2, Block No. 1, City Block No. 1, as addition to the City of ROWLETT, Texas, Map to the MAP 7405 recorded in Volume 808-2 at page 1401 of the DEED RECORDS of DALLAS COUNTY, Texas.



THIS PROPERTY IS NOT LOCATED IN A FLOOD PLAIN ACCORDING TO THE FLOOD PLAIN MAP OF THE CITY OF ROWLETT, COMMUNITY PANEL NUMBER 480185 0010 B. MAP DATED 9/1/78.

The plat herein is a true, correct, and accurate representation of the property as determined by survey, the lines and distances of said property being as indicated by the plat, the size, location, and type of buildings and improvements are as shown, all improvements being within the 5' line of the property, and back from property lines the distances indicated, and that the distances from the corner to the line, corner, or road, be as shown on said plat.

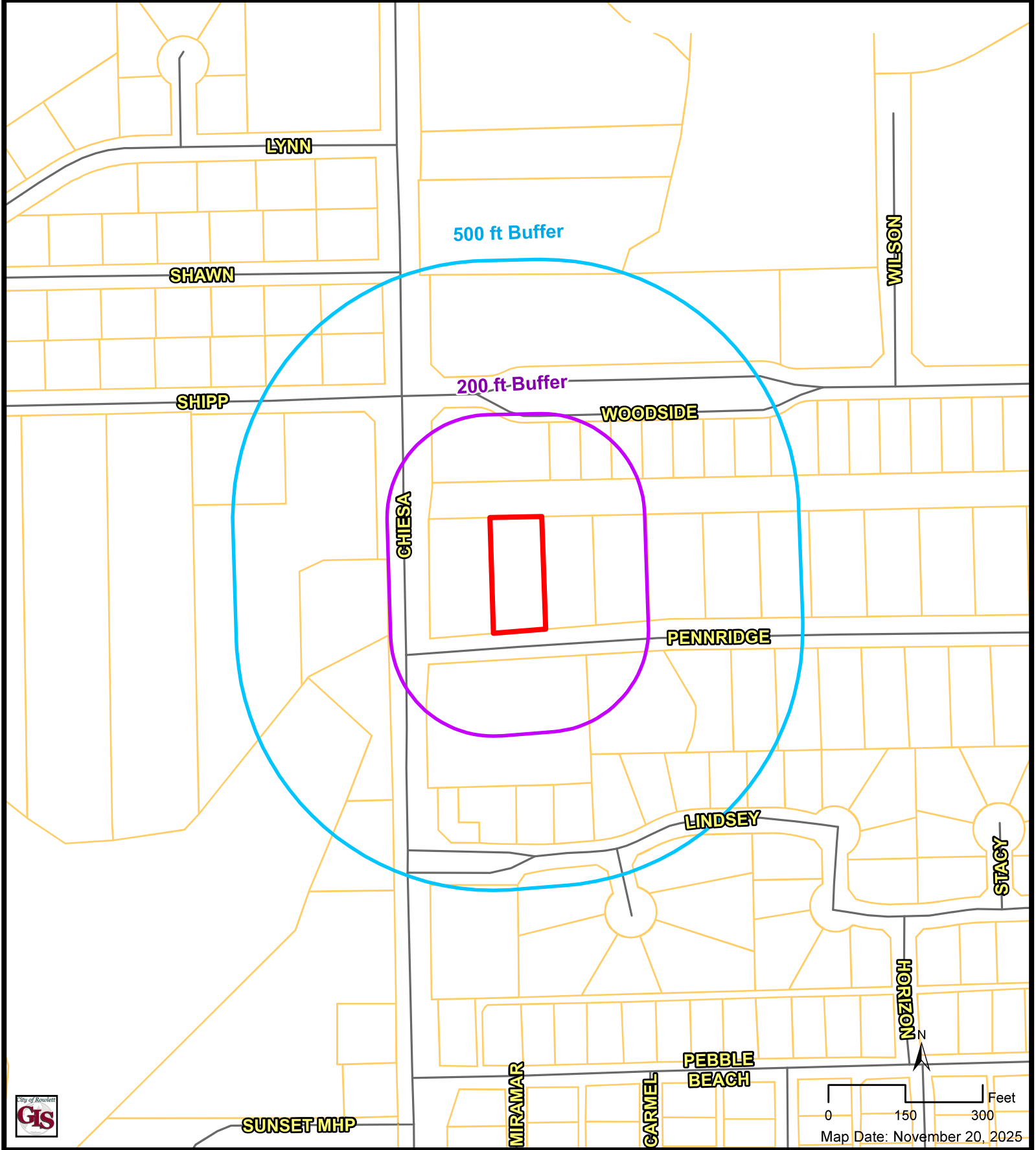
THERE ARE NO ENCUMBRANCES, CLAIMS, OR PROVISIONS, EXCEPT AS SHOWN ON PLAT.

Scale 1" = 30'
29-88
JOB # 6049

REGISTERED PUBLIC SURVEYOR

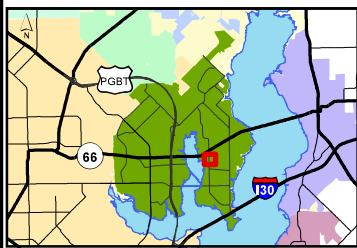
Emmett J. Wilson





- | | | | |
|--|---------|--|---------------|
| | Site | | 500 ft Buffer |
| | Parcels | | 200 ft Buffer |
| | Streets | | City Limits |

Property Notice Map



Project Number: 25-000103
Project Name: 7405 Pennridge Circle SUP –
Accessory Structure

City of Rowlett Planning Division

RHODES BARRY S
7509 PENNRIDGE CIR
ROWLETT, TX 75088969



To: Owner

**Address of Responding Property (if Different than the
mailing address) within 500 Feet:**

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

No Problem let them Build it

Owner (s) Printed Name:

Barry Rhodes, Cher Rhodes

Owner (s) Phone Number:

214-356-6807

Owner (s) Email Address:

barry@rhodessurveying.com

Owner (s) Signature:

Barry Rhodes
Cheryl Rhodes

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000103
Project Name: 7405 Pennridge Circle SUP -
Accessory Structure

City of Rowlett Planning Division

SOLIZ JOE A
4818 CHIESA RD
ROWLETT, TX 750884704



To Owner:

Address of Responding Property (if Different than the
mailing address) within 200 Feet: _____

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

Owner (s) Printed Name: _____

Joe Soliz

Owner (s) Phone Number: _____

2149244015

Owner (s) Email Address: _____

jsoliz@yahoo.com

Owner (s) Signature: _____

Joe Soliz

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



Project Number: 25-000103
Project Name: 7405 Pennridge Circle SUP –
Accessory Structure

City of Rowlett Planning Division

COOK TROY DON & CYNTHIA J
7401 PENNRIDGE CIR
ROWLETT, TX 750888967



To: Owner

Address of Responding Property (if Different than the
mailing address) within 500 Feet: _____

Please Check One:

☒ In Favor of the Request

☐ Neutral

☐ Opposed to the Request

Comments:

Owner (s) Printed Name: TROY DON COOK

Owner (s) Phone Number: 214 797 7604

Owner (s) Email Address: t.doncook@yahoo.com

Owner (s) Signature: Don Cook

Please return this page no later than December 8, 2025, at 5:00 PM; via email to Planning@rowlett.com or
regular mail to 5702 Rowlett Rd, Rowlett, TX 75089



ACCT(DCAD)	OWNER_NAME	OWNER_ADDRESS	OWNER_CITY	OWNER_STATE	OWNER_ZIPCODE	STREET_ADDRESS
44000580510010000	COOK TROY DON & CYNTHIA J	7401 PENNRIDGE CIR	ROWLETT	TX	750888967	7401 PENNRIDGE CIR
44000580510020000	TRAHAN STEVEN J & THERESIA L	7405 PENNRIDGE CIR	ROWLETT	TX	750888967	7405 PENNRIDGE CIR
44000580510030000	AINSWORTH EDWARD L & PATRICIA C	7409 PENNRIDGE CIR	ROWLETT	TX	750888967	7409 PENNRIDGE CIR
44000580510040000	NEWBERRY NICHOLAS & KAYLA	7501 PENNRIDGE CIR	ROWLETT	TX	750888969	7501 PENNRIDGE CIR
44000580520010100	SANTOYO CLEMENT & GLORIA G	7502 PENNRIDGE CIR	ROWLETT	TX	750888968	7502 PENNRIDGE CIR
44019200010010000	SOLIZ JOE A	4818 CHIESA RD	ROWLETT	TX	750884704	4818 CHIESA RD
448019800A0020000	LAUQIEL ALEXIS & WILSON RAY CHARLES II	7500 WOODSIDE RD	ROWLETT	TX	750884391	7500 WOODSIDE RD
448019800A0030000	JONES DEREK MICHAEL & SASHA DEANA	7504 WOODSIDE RD	ROWLETT	TX	750884391	7504 WOODSIDE RD
448019800A0040000	VASQUEZ SUZETTE & PHAM MARY LINH	3136 CLIFF SWALLOW LN	ARLINGTON	TX	760053307	7508 WOODSIDE RD
448019800A01R0000	WOODSIDE ESTATES HOMEOWNERS & ASSOCIATION INC	PO BOX 831727	RICHARDSON	TX	750831727	7408 WOODSIDE RD
65052630510120000	ROWLETT CITY OF	PO BOX 99	ROWLETT	TX	750300099	5000 CHIESA RD





