



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, March 17, 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. Presentations

2.A. City Council Statement regarding Private Civil Disputes.

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

3. Citizens' Input

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

4. Consent Agenda

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

4.A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): February 27, 2026, City Council Special Meeting, March 2, 2026, City Council Work Session, and March 3, 2026, City Council Meeting.

4.B. Consider action to amend the authorized representatives for the TexPool investment accounts.

Consider action to adopt a resolution amending authorized representatives for the City's investment account with Texas Local Government Investment Pool (TexPool) in accordance with TexPool requirements.

4.C. Consider action to approve the purchase of Capital Budget & Project Management software.

Consider action to approve a resolution authorizing the purchase of OpenGov Capital Budget & Project Management software, from Vertosoft, LLC, an authorized reseller, through a Texas Department of Information Resources cooperative purchasing contract, for a three-year price not to exceed \$322,387.15; authorizing the Interim City Manager or his designee to negotiate and execute all necessary documents to effectuate said purchase; and providing an effective date.

5. Individual Consideration

- 5.A.** Conduct a public hearing on a request to amend the zoning for an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225, and the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas, and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, from Planned Development District with base zoning of General Commercial/Retail (PD-C-2) to Planned Development District with base zoning of modified General Commercial/Retail to allow an outdoor storage use and to amend the development regulations for the planned development district relating to screening, building orientation, setbacks, and landscaping requirements.
- 5.B.** Consider action to adopt a resolution approving and granting a Tree Removal Permit for an approximately 1.801 acre tract of land situated in the William Crabtree Survey, Abstract 347, City of Rowlett, Dallas County, Texas and being more commonly known as 4310 Main Street and 4311 Kirby Street for the removal of 18 protected trees totaling 328 protected caliper inches and requiring, in addition to replanting of 13 trees totaling 39 caliper inches, a contribution to the tree mitigation fund to satisfy the full mitigation requirement in the amount of \$4,401.79.
- 5.C.** Consider action to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Dallas Area Rapid Transit ("DART") for General Mobility Program Funds.

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.

6. 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 March 11, 2026, 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: 3/17/2026

Agenda Item: 4.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s):
 February 27, 2026, City Council Special Meeting, March 2, 2026, City Council Work
 Session, and March 3, 2026, City Council Meeting.

Staff Representative

Deborah Sorensen, City Secretary

Executive Summary

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

Strategic Priority and Goal(s)

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

Background Information

N/A

Discussion

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

Financial/Budget Implications

N/A

Recommended Action

Move to approve minutes from the following City Council meeting(s): February 27, 2026, City Council Special Meeting, March 2, 2026, City Council Work Session, and March 3, 2026, City Council Meeting.

Attachments

1. 02.27.26 City Council Special Meeting Minutes
2. 03.02.26 WS Minutes
3. 03.03.26 City Council Meeting Minutes

CITY COUNCIL SPECIAL MEETING MINUTES

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

Friday, February 27, 2026

5:30 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

1. CALL TO ORDER

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

2. CITIZENS INPUT

1. Byron Robinson, Nevada, Former Employee – Giving a voice to the citizens and employees of Rowlett. At a city event, he spoke to a City Councilmember about his vision for the parks. He was later told not to speak to City Council. At a city luncheon he was approached by a Councilmember regarding the Nature Trail. He was later told again not to talk to City Council. He wants to make sure that any employee can be heard. They do not have a voice because they are scared that they will be retaliated against. He was told not to do anything with parks unless he spoke to certain individuals. Rowlett needs to move on from the top.
2. Dave Holl, Rowlett – He has initiated the communication of the Miller Road Project affecting his business. Some of his communication has remained unanswered or ignored. By next Monday a single lane is supposed to open. Will it be open or is the Project behind schedule? The City has failed to provide erosion control fencing to prevent construction debris from eroding into the lake. He ran the destruction of the Miller Height Watershed by the State and Federal agencies, but none has direct responsibility to force the City to fix this or prevent its additional destruction. When the local TPWD office found out about this, they would like to be notified of these projects, and they can help plan and provide grant funding. Mr. Holl's name was given as a contact name, but it should be someone with the City handling this. The City has done nothing to improve Paddle Point Park for his 2026 season. He wanted to know what happened with the planned fence that was supposed to be between the railroad and Paddle Point Park. This is the one recommended by the police. He has asked the city manager for an update but has been ignored. He asked Chris Patterson three times but has no response.
3. Kevin Brown, Dallas, Concrete Supervisor – He has been employed with the city for about six months. In his interview, they discussed how to develop concrete crews from the inside out which would take away work from contractors doing poor quality work. He has been in this business since 2000. He was excited to come in to create a program from the ground up. He has had limited interaction with City Council. He has been asked quite often what you need, equipment wise, and personnel wise. He has had backing from everyone including Mr. Hall. He would hate for anything to change.

4. Dana Webb, Rockwall, Public Works Department – This city has given him the opportunity to be the best man he could be. The city has come a long way. Mr. Hall has created a job and provided new equipment. He feels that they, as a City, are winning. He supports Mr. Hall.

Councilmember E. Bowers asked for a Point of Order. Usually when staff are in their uniform, they are on the agenda and we can ask questions. Can the employees in uniform come up as private citizens? She asked for clarification from the City Attorney. Victoria Thomas, City Attorney, stated that there is nothing in the City's policy that would prevent employees from making comments. Any member of the public can make a comment.

5. Paula Jacques, Rowlett – Been a resident for 29 years and this is her first meeting that she has attended. Since most of the economic development has been gone, the city manager has been spearheading that department. We get loss of park land, Herfurth and Pecan Grove Parks, replaced by more apartments, retail, athletic soccer fields training complex that the City of Garland deemed unprofitable for their city. Why is Rowlett taking this on? She would like to thank the Mayor and City Council for calling this Special Meeting.
6. Willis Wolverton, Garland, Utility Operations Manager – Has been with the city for approximately one year. Since he started, they have had to deal with the realities of aging infrastructure and the impacts of deferred maintenance. These are real challenges that require consistent executive support to address. Funding has been prioritized for utility and street repair projects. These projects do not move forward without the clear direction and backing of the City Manager's office. Public Works have also received competitive pay adjustments that have allowed them to recruit and obtain experienced personnel. In this field experience matters. He has seen a city manager that shows up on job sites and asks questions. He expects accountability. Public Works would not have achieved this level of progress without his support. He supports his leadership and the direction we are moving.
7. Julie Blakey, Rowlett – She appreciates City Council for calling this special meeting. She does management and leadership coaching. From the outside looking in, it is very strange the amount of turnover that has occurred month after month. The projects have not been fulfilled; things have been delayed. She believes that the de-parking of Herfurth Park land did not follow Texas State Code for Parks and Recreation in Chapter 26. In her experience when she sees the amount of turnover, the leader is not leading correctly, which causes turmoil. If they have lost trust of the leader, people will leave. There is a clause in the city manager's contract for termination with cause. She requested City Council to review that section. There needs to be a severe investigation and talk regarding his employment.
8. Luis Bustamante, Employed with City since 2013 – He has started with the city from the ground up. He is still in the utility department. He knows what it takes to get the job done. He asked management to look into helping the utility department. This year staff have rehabbed an old lift station, Westwood Six. There was a collapse at Liberty Grove that has been fixed. There is an odor at Liberty Grove that started everything. Now staff are treating this issue. We are moving forward.
9. Jamie Benford, Community Engagement Employee – She is currently on FMLA, but when she heard from a colleague that this was going on, she felt she needed to be here. She has been here for a year. Her department has had a lot of turnovers. The best manager that she has worked for was Drew. Drew had been with the city for over 20 years. When he found something better for him, he took it. He informed staff that he was leaving for a better opportunity to work in the movie industry. He was not leaving because of David Hall. Jeanine stepped in and left for another department, not due to David Hall. Robert's, another employee, family has over 200

acres in Celina. He ended up building a barn-dominium in Celina and the drive was too long. The last manager admitted that she was in over her head and stepped aside. She supports David Hall.

10. Michael Denning, Rowlett – He has proudly served as Rowlett's Chief of Police for the past 3½ years. He is one of only a handful of directors that reports directly to David Hall. He works with him closely, often daily. He joined the city about 6 months prior to David. He was not David's selection. Chief Denning was part of the interview process when David was hired and he was not his top choice, which David is aware of. He has had some exceptional leaders and some very difficult ones. When a new city manager comes in, uncertainty is natural. After 3 years and thousands of hours working hand in hand with David during budget meetings, major projects and critical incidents, he has never had or observed an interaction with David Hall when he demonstrated anything but the upmost professionalism. He has always treated him with respect and has not even raised his voice. David has earned his trust and respect. You must have leadership that you can trust, remain calm under pressure, answer the phone at any hour, and show up. David Hall has consistently demonstrated that kind of leadership. He has set clear expectations across the leadership team. Strive for excellence not perfection. He holds everyone accountable and at times can be demanding. When mistakes happen, he coaches, guides, and expects us to improve. Recruitment and retention at the police department is strong. We are 96% staffed. That would not be possible without David's advocacy for the police department. Now is not the time for change in city management.
11. Wendy Badgett, Richardson – She is the Finance Director for the City of Rowlett. She can only speak regarding her experience with City Manager David Hall, as the Finance Director and a member of the Executive Team. She does not report directly to the City Manager. Their roles require collaboration over a significant portion of the year. She also interacts with him regularly through executive team meetings, monthly financial updates and quarterly meetings, and finance meetings. That working relationship requires direct communication, candid discussions, and alignment on policy and operational priorities. She has been with the city for 13 years and has gone through 3 City Managers. When David first stepped into the City Manager role, that relationship required an adjustment period, which is normal. Over time through open communications and mutual respect, they developed a productive professional alignment. He sets very high expectations of this leadership and his staff. She has felt like she was able to ask questions and engage in discussions to ensure understanding before moving forward. Those conversations have been available and productive. They have had professional disagreements and healthy debates, and the decisions may not always match her recommendations. Her input has been heard and considered. David has been supportive of her professionally and carrying out the responsibilities and initiatives of the finance department. He has respected the boundaries of her role.
12. Laurieann Dygowski, Rowlett – Have missed many city council meetings. She has lived here since 1991. She has seen city managers come and go. Some needed to go and some didn't. She is proud of what is happening in the city. She does not want to lose the City Manager.
13. Jeffrey Sheldon, Rowlett – He has worked with David Hall on the CIP task force. David listened, was attentive, and responded with intelligence with the presenters. Mr. Hall is a valuable contributor to the city. He would like to see Mr. Hall remain with the city. He brings his experience, competence, willingness to listen, and ability to express himself courteously to everyone else in the room.
14. Khalia Morris, Rowlett – Animal Services Manager of the City of Rowlett. David Hall has been respectful, accessible, and has genuine support for staff. Under his leadership, we have seen real investment in staff. Salaries have become more competitive and in animal services that

help with recruitment and retention. City Manager Hall took the time to sit down with her to develop a cost-saving functional budget. When she expressed concerns about workload and demands of the position, he added additional personnel. Please consider first-hand experience of those working in the city every day.

15. Brooke Allen, Rowlett – She has learned that the Mayor and City Council are not full-time jobs and they do not have a background in city government or public administration. In local government our friends and neighbors make decisions for all of us. Because we don't expect our city officials to be experts on regulations, it is important the people who advise them to be accountable. When she heard of the City's attempt to take park land, she worried about the advice that was given. Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing and proof that the City is unable to find a feasible and prudent alternative to taking park land for city use. She is concerned that the public hearing wasn't held until 2 years after the City planned to build a municipal complex at Herfurth Park after significant planning and expenditures have already taken place. After a city receives grant funding from Texas Parks and Wildlife to develop a park, that park must remain dedicated in perpetuity. Herfurth Park did receive a Texas Parks and Wildlife grant in 1980. They also received funding through the Federal Land and Conservation Fund. She respectfully asked if any proposed conversion of land at Herfurth Park has been reviewed or approved by the National Park Service. If that coordination has not occurred, it could expose our city to financial and legal risk.
16. Beth Crockett, Rowlett – She thanked Mayor Winget for taking the lead on proposing to look at alternate sites for the municipal complex. She thanked City Council for voting in favor of the proposal. She believes that the City Manager has led the City Council down the wrong path on several occasions. Beginning with his belief that the City could use money from General Obligation Bond for capital improvement. Specifically, the Public Safety Facility to use for another project not voted on by the citizens. He proposed this when he proposed a municipal complex at Herfurth Park, to include City Hall using \$20 million cut from the Public Safety Facility. It took over a year for the City Manager to realize that they could not be used for a different project. The City Manager proposed using CO Bonds to fund City Hall with the reason that it would not increase the funding approved for Public Safety. The City has issued \$53 million in CO Bonds. Then money was expended to the design of Animal Shelter, Public Safety Facility, and City Hall at Herfurth Park location using funds from the GO Bond. This is misappropriation of GO Bonds. Then in 2024 the City figured they could not use the GO Bonds for a different project, so CO Bonds were sold to cover City Hall. Plans proceeded, including a groundbreaking ceremony in April 2025 for a new complex. This is in spite of not having a public hearing as required by Texas Park and Wildlife to take park land for another use. The City Manager did not know about the requirement or was going to bypass the hearing. The City Manager presented incomplete information on other cities nearby that had built municipal complexes on parkland. None of the examples given by the City Manager included a public safety facility with a jail. The City Manager has given incomplete information to City Council on several occasions. He has made decisions on two different instances that were against state law.
17. Rhonda Johnson, Rowlett – The City Manager acts as the CEO of the municipal government appointed by the City Council to oversee the daily operations, implement policy, and manager city departments. He is the chief advisor to the Council on matters affecting the city. The City Manager must adhere to state laws and city charters. When considering the use of Herfurth Park for 3 City Buildings, the Texas Park and Wildlife Park Code has 3 stipulations; the use of park land can only be used if there is no other feasible alternative, there should be reasonable planning to minimize the harm, and the project can only be made after proper notice and a

public hearing. May of 2023, the citizens voted to improve Herfurth Park passing a \$4 million bond. June of 2023, David Hall becomes City Manager. November of 2023, David Hall presented Herfurth Park as the site for the municipal complex. March of 2024, 3 firms gave proposals of the design. June of 2024, the design services contract was approved and \$21 million in CO Bonds were initiated for city facilities. September of 2024, discussion of contract of Construction Manager of the Municipal Complex and schematic design were completed. April of 2025, a groundbreaking ceremony took place marking the transition from the design to construction phase. January of 2026, 26 months after changing course, a citizen's input meeting was held regarding the municipal complex at Herfurth Park. David Hall came to Rowlett with an academic background and 18 years of experience in city government. He had what he needed to become a good city manager. He should know the Texas laws and the Parks and Wildlife Codes and advise the City Council. She is concerned that City Council wasn't properly advised.

18. Ann-Drea Hensley, Forney – Water Quality Inspector for Rowlett. She began in June 2025, the first thing she did was ensure that the City had a MS4 Permit. The City did not have it. She started to work on what needed to be done to get the MS4 Permit in place. She found that everything was done, just needed the City Manager to sign it. On June 27, 2025, at the city employee orientation, she mentioned it to the City Manager. On November 7, 2025, she was instructed to email it to Rosa, his Executive Secretary. She forwards the email again on November 18, 2025, stating that this needs to be signed. On January 15, 2026, she sent an email explaining how we are in violation of state law and that got things rolling. February 9, 2026, it was finally signed and has been submitted. The City has been out of compliance for over a year with our storm waters requirements for the MS4. That is not a good thing. When TCEQ gets the application, they will review it and if we are deficient then the City will have issues. It also complicates doing the annual reports because previous year's rules must be followed and some of those don't even exist.
19. Dan Houpt, Rowlett – Read from the employee handbook, page 9 under political activity. He thinks some of those things have not been correct with previous speakers this evening from employees and the police department.
20. Clayton Shields, Former Employee of Glenn Heights - He served as Deputy Chief of Police and acting Chief for several months. During his time with the police department, David Hall was a leader for the police department. He ensured through annual budget that they had everything that they needed to serve the citizens the best way possible. He is a mentor. He expects you to come in and do your job. He holds everyone accountable. He will continue to support David Hall in what he does.
21. Traci Houpt, Rowlett – Spoke about staff turnover. Staff turnover has been a problem for many years under previous leadership. What is new and is deeply concerning is the scale. Over the past 30 months, the city has lost approximately 270 employees. More than half of those individuals did not last a year. That level of turnover is 3 times higher than what Rowlett has historically experienced and far beyond what most comparable cities would consider healthy or normal. This is an operational and financial issue. Multiple credible workforce studies estimate the lowest end cost of turnover to be roughly \$26 million. That figure includes recruiting, onboarding, training, loss of productivity, delayed work, and loss of institutional knowledge. High turnover disrupts continuity, over burdens remaining staff, and weakens oversight. When experience employees leave mid project, process slows down, details are missed, and accountability becomes harder to maintain. Many employees are doing everything they can under difficult conditions. Persistent turnovers at this level points to systemic leadership and

cultural issues, not individual performance failures. This is not about blame, it is about stewardship.

22. Cara Solis, Rowlett – City Council has been presented with significant information regarding staff turnover, workplace culture, and operational concerns under our current city manager. This is no longer speculation; it is a pattern. The question is what you need to do about it. High turnover does not happen in a vacuum. It reflects leadership conditions and those conditions deserve scrutiny and oversight. When an organization continues forward with major capital investments, millions of dollars in CIP projects while leadership staffing and internal systems are unstable the risk does not disappear. It shifts. It shifts squarely onto the governing body. Projects like the Miller Road Bridge, sewer work along Liberty Grove, and other major infrastructure efforts require rigorous oversight, geo engineering, sequencing, inspections, and experienced staff who remain in place from beginning to end. When departments are understaffed, overwhelmed, or experiencing constant turnover, corners don't get cut intentionally, but they get missed. This creates long term financial, legal, and operational liability for the City. Ultimately, that accountability rests with City Council. City Manager Hall needs to be under a microscope; he needs to be questioned and needs to be held accountable. If he is not, that accountability will not vanish, it will be transferred to every member of City Council. Once concerns are raised publicly and acknowledged, proceeding without addressing executive leadership is no longer neutral governance, it is an assumption of risk. This is about structure, governance, and stewardship of tax dollars.
23. Shelby Coleman, Rowlett – Thanked City Council for considering the concerns about staff turnover and willing to look at the issue directly. It takes courage to pause and reflect and evaluate leadership. In government, whistle blowing is not simple and it is not safe. Multiple national studies show that public sector employees who raise concerns experience career stagnation or stalled advancement, retaliation through isolation or reassignment, damage to professional reputation, and in many cases exit from the public sector entirely. The risk is not theoretical. It has been shared that some were demanded to come to show support or risk losing their jobs. Those who showed up will be rewarded but what will happen if others have a different opinion upon speaking up. These employees often work in small circles where references matter. Speaking up can mean burning bridges, not in just one city, but across regions. We have seen so many capable staff members leave for surrounding cities. The actions City Council takes tonight will allow an environment where concerns can be raised early.
24. Michelle Wallace, Rowlett – Truly believe that everyone on Council ran for the betterment of our city. David was selected because leaders were told that he would be tougher than previous leadership and clean house. At the time of David's hiring, Blake informed her that he would be stepping down from being Mayor for a paying job. Shortly, he was hired in the city. Despite working with incredible people across multiple divisions, she knew quickly that she would not be long for the city. It became immediately clear that praise and punishment were tied to unquestioning loyalty, rather than skill, hard work, and historical knowledge. More importantly, it was made abundantly clear that this culture was being created and perpetuated by the man at the very top. The turnover, both through resignations and seemingly nonsensical firings, was at a pace she has never experienced at her previous cities. This left teams constantly understaffed beyond what she would consider critical staffing levels. To further compound the issue, many of those positions would then remain unfilled or completely removed from a team's budget. This was at the direction of David Hall. While he would claim that he was touting cost savings, what was happening in actuality was that he was purposefully leaving teams critically and chronically understaffed, resulting in constant staff burnout and exacerbating turnover across the departments. Beyond the obvious impacts these actions had on remaining staff, it

also resulted in the erosion of trust from the public at an alarming speed. Unable to keep up with the workload, city projects slowed significantly despite an unbelievable level of productivity by staff. Now on the other side, when she tells people that she worked for Rowlett, she is met with sympathy and shook. The city's poor reputation is known far and wide. It has made staffing even more challenging as good candidates stay far away. She hopes that City Council will do what must be done to rebuild the trust both with potential future employees but also with the public at large.

25. Alison Felderhoff, Rowlett – The City Manager's leadership has created a hostile and professionally unsustainable work environment that undermines public service. Staff are often expected to do work with incomplete or conflicting information, which makes it difficult to do their work properly. Chaos from the top is a daily pattern. Departments remain depleted, turnover remains high and institutional knowledge is lost without effort to rebuild it. Employees are frequently left to absorb the consequences of leadership failures including public blame for problems caused by poor direction or last-minute changes outside their control. The workplace culture is hostile; staff are subject to disrespectful and adversarial treatment. Many experience environments that are shaped by fear or favoritism rather than competence and professional standards. She read a few bullet points of exit interviews from former employees. Think about the great employees.
26. Steven Pruitt Jr, Rowlett – He is a concerned citizen. He heard about this situation and wanted to voice his concern. He just got a text today. He is not happy about how this special meeting came to be. Maybe he needs to sign up for emails or something because he needs to be aware when there are special meetings. He has noticed some patterns himself. He would ask that you take a look at the patterns and concerns for the people that have spoken tonight. He is concerned. He strongly recommended taking a step back and listening.
27. Brittany Farr, Forney – She is an ex-employee. Why are we here? Didn't we just do this last year? Didn't just a year ago the Council unanimously stand behind David Hall? Didn't the Mayor just say that the community owe gratitude for his efforts? The Mayor listed a summary of all the reasons why Mr. Hall is such a good City Manager just December 5th on Facebook. When David Hall was brought here, you demanded change. You were tired of mediocracy and infrastructure failing apart, parks deteriorated, and fledging finances. You demanded change, and change is what you got. It was not easy. The work was hard and the work is still hard. What has changed in a year, what has changed in 3 months. Certainly not performance. A month ago, Rowlett was the envy of the DFW area when the ice storm made travel across the metroplex impossible. Not here, your roads were impeccable. We are here tonight because this charade is a concentrated war that has been perpetrated by two individuals that were told no. We are here tonight not because of a decision Mr. Hall made, but because of a decision that this Council made. We presented this council with factual information of a \$900,000 economic development incentive with a 30-year return of investment to the City. This Council said no. As a result, she became a target of personal attacks insinuating her position in the City was the result of an improper relationship with the City Manager. Rumors that some of you sitting here tonight decided to perpetrate. All because you said no, a personal campaign was waged against us. We did the job that you told us to do. She paid the personal price for that. Now apparently, so will David Hall. He is the hardest person she has ever had to work for. He demands excellence from his staff, from this city, and from himself. He does not tolerate short cuts and does not managed based on social media sentiment. He made her a better employee, manager, and public servant.
28. Missy Tidwell, Rowlett – What we are witnessing this evening actually has little to do with David Hall. This goes right back to that parking garage. All because he denied funding for a vanity

project. That proprietor left this meeting in a rage, cursing at city staff. That proprietor is convinced that with David out of the way, she will get what she wants. She has spent the last year rounding up a small but loud group to continually beat the drum against him. Turnover, odor, screening wall, and endless comments and complaints. It would be enough to wear on anyone. The Mayor cracked under pressure. He has always been the nice guy that everyone likes but now is desperate to placate one proprietor. He has become their pawn. Another person resigned and she hopes that everyone realizes that this is just another red herring. At best Jeff is using her exit to buy peace with this proprietor, at worst perhaps he helped orchestrate this whole scenario. It would be elegant if it wasn't so sinister. It is going to be up to you rather than you want to help him. Do you want to govern Rowlett with integrity, or do you want to govern Rowlett by proxy? Don't get sucked in to the falsehood of warfare. Do better.

29. Terri de Saracho, Rowlett – She feels the City Manager should be reviewed every year by citizens and City Council. We have had infrastructure issues in Rowlett for a long time, and they are not getting better. We have smells all over. The roads during the freeze were a very good thing. Downtown has stagnated. There needs to be more businesses downtown. When people try to bring businesses they are shot down repeatedly and can't be compromised without anger or accusations. There has also been a lot of turnovers in the city staff over the last year or so is concerning. She is also concerned to hear that they have been mandatory meetings of departments this past week and are encouraged to support the City Manager. It is not a good look to her.
30. Kathy Kirk, Rowlett – What happened up here with the woman a few speakers ago, she finds very offensive because she committed a felony with our city. With the Kids Kingdom, when she ignored people who were bidding on Kids Kingdom and presented to Council the winner and it was not them. That is a felony. You can't present and ignore other people trying to bid. She thanked City Council for their service. Rowlett has extraordinary promise and have strong neighborhoods. We have natural assets that other cities envy. We have families that have been here for decades. A city does not drift into excellence; it is steered there. Council sets direction, the City Manager executes that direction with discipline and clarity, not the other way around. When that alignment works progress is visible and when it weakens momentum slows. Rowlett is at an inflection point. We have bond commitments we have to deliver and infrastructures that require constant and persistent follow-through. We have downtown potential that demands focused coordination. We have financial decisions being made that will affect taxpayers for decades. Real leadership begins with service and understands that the success of organization depends on the success of the people inside it.
31. Pharryn Bambico, Rockwall – Former employee. During her time with the city, there were recurring communication and structure challenges that made it difficult to do her job well. Staff did not have a direct way to bring concerns to Councilmembers. We were strongly discouraged from reaching out independently and communication was expected to move through our supervisory chain. Rather, or how information moved beyond that level wasn't something most of us had visibility into. The structure people work within influences how they operate. When communication primarily flows in one direction and decisions are made under tight timelines. The organization becomes reactive instead of proactive. Much of the work was responding to last minute direction rather than early planning and thoughtful collaboration. At one point she was training her direct supervisor, due to limited experience in the role, which created confusion in role and accountability. There were also recurring last-minute requests and after-hours expectations for non-urgent matters. Deadlines did not shift, even when key information arrived late. Shortly before Christmas, after her approved time-off for Christmas with her family had already been confirmed, she was informed that she would need to cancel it to staff a newly

- approved event and declining to do so would cost her job. That was the moment that caused her to pause and reflect. She chose to pursue another opportunity. When communication lacks clarity and expectations feel unstable, it affects moral and retention. Over time, it impacts continuity, institutional knowledge, and the City's ability to operate consistently and effectively.
32. Melony Chatman, New Employee – Her interactions with the City Manager has been nothing but positive. She was walked through her job and told of what was expected of her. She was given open arms, let him know if you need anything. You don't have to be perfect, just give your best effort. He was always supportive, coming out to all the events and being uplifting. She has seen nothing but greatness from David Hall. She feels like the gossip and the take down spirit and the wanting to keep a man down mentality from the people, that is what is spearheading such a hostile workplace. When you let people who are not involved and not working here voice their opinions as if they are facts. Her interactions have been great with the City Manager. She feels that this is very uncalled for. You do not find much upper management that speaks to you, check on you, make sure that you are comfortable. If there is anything wrong, you have HR to go to, you do not have to carry the burden alone. He should be commended for the things he has done here.
33. Miranda Congi, Rowlett – She is a former commissioner of the RDIC and served on the CIP Task Force. David Hall has been nothing but courteous and professional. He can identify when help is needed for space to speak. He gives those a place at the table or a moment to speak any time they need. He has never once given her a reason to doubt his leadership in the city from what she has experienced. Anytime they were not given the proper information or enough information to make a good decision or even move forward, David Hall had standards and required staff to come back with accurate information. Sometimes those decisions took quite a few meetings because we didn't have the information we needed. She hopes that a city manager has high expectations because it takes a lot to run this City. Seeing how it was before and how it is now, she sees improvement.
34. Nam Pham, Rowlett – Regardless of the decision tonight he wants the city leadership to take ownership seriously in the city. An example is when he reported the sewer problem on Liberty Grove, Mr. Hall waited for a resident to buy a gas meter and take measurements of the outlet before he proactively went out to look at it. He thinks that it is a reactive approach, you have a problem in the city, and it is not taking ownership. He has had several interactions with the City. The first one, two summers ago, one of the City contractor trespassed on this land by parking on his land. He called the City and the person on the phone said we would do something about it, but 2 hours later they were still on his land. Recently, a month ago, he called asking for information about the building projects. He got the number and called; he got voicemail and did not receive anything back. So, the follow up and the lack of ownership is the culture in the City. Regardless of what happens at this meeting, you need to evaluate how the City takes ownership. He has worked for a city in the metroplex for some time and the City Manager has been there for 30 years. Everybody loved him, including the employees and everybody. He does not see that here in Rowlett. He would love for Rowlett to be at the same level professionally. He is not asking for the moon, but when a resident comes to you with a problem, like the sewer and the smell, please take care of it. We are not trying to cause more problems; we are just reporting the problem.
35. Rachel Ashworth, Rowlett – Her and her husband have been here for 5 years, and they have the means to pick up and go whenever we want. Why should we stay here? They have made a lot of great friends and connections. They both work remotely so they can go anywhere. She sees crumbling infrastructure and passing the buck about things, like the smell of gas. There is also the fact that there are critical problems with the infrastructure and the City will not claim

negligence, like over the day care being flooded with sewage. She lives in Lake Bend Estates, but not near the screening wall. The screening walls are falling apart and putting that on the owners' shoulders when clearly there is code that states the City owns the wall. What is going on here and should she stay? There is a big problem with communication, that Council just had the capacity to solve. She doesn't want to get her news from Facebook or the Friday at 5. She wants to get a clear reasonable timeline of a project. She wants to look at the history of the project. She wants to make sure that she is making good decisions when City Council actually ask for the citizens' opinions. Something was overlooked during the de-parking of Herfurth Park. She didn't know much about that at the time, but if there was a legal requirement, fix it. She is pretty frustrated.

3. EXECUTIVE SESSION

- 3A.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.074 (Personnel) to deliberate on the evaluation, duties, and Employment Contract of the City Manager.

Pursuant to §551.071 (Consultation with Attorney) regarding City Manager's employment contract and §551.074 (Personnel) to deliberate on the evaluation, duties, and Employment Contract of the City Manager, Mayor Winget adjourned the meeting into Executive Session at 7:07 pm.

4. RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON EXECUTIVE SESSION MATTERS.

Mayor Winget reconvened the meeting at 11:59 pm.

A motion was made by Mayor Winget, seconded by Deputy Mayor Pro Tem Britton, to terminate the employment agreement of the City Manager, David Hall, without cause. Motion passed 6-1, with Councilmember Reaves voting against.

Mayor Winget thanked Mr. Hall for his service and appreciated his time with the City.

A motion was made by Mayor Winget, seconded by Mayor Pro Tem Schupp, to appoint Kristoff Bauer as Interim City Manager effective immediately, with negotiations with a two-year employment contract to be discussed in the future.

Mayor Winget stated he appreciates the comments and feedback received from the public. This was an incredibly difficult decision; there is a reason that we have been here for 6 hours now. This is not a decision that any Councilmember made lightly, we gave due consideration to the process and to Mr. Hall's tenure and the work that he has done so far with the City. As we move ahead, it is important for the community to have more conversations, to be more open with one another, to reflect on what we need to do to move ahead. Every Councilmember is committed to that objective. There are many projects that are in process that we have undertaken. We intend to complete those. What we need as a community is to restore trust. That is what all of this has come down to is restoring trust. He asked the public for their patience and grace and forbearance as we work to do that. He expects that we will have a town hall meeting coming up soon, have not fully affirmed when that will happen. That is part of this process as well. He is looking forward to working with the

Interim City Manager on what that process looks like to begin rebuilding that trust. To begin working with staff to make sure that we have the right approach to retention and taking care of our people and to be sure that we have a good program in place for them as well. This is a difficult decision.

5. ADJOURNMENT

Mayor Winget adjourned the meeting at 12:03 pm.

DRAFT

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, March 2, 2026

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 6:30 p.m.

2. CITIZENS INPUT

No one spoke.

3. WORK SESSION

3A. Receive an update regarding Economic Development Activities.

Mailinh Nguyen, Assistant Director of Economic Development, presented this item. She gave an overview of the role of economic development. Economic Development supports business retention, expansion, and recruitment. It serves as the City's primary point of contact for businesses and developers. They facilitate project coordination and communication across City departments, as well as investment, job creation, and long-term economic vitality. They provide daily business support, recruitment, and coordination. In downtown, they enhanced safety and evening activity through bistro lighting and placemaking improvements. Improved pedestrian connectivity between Downtown and the DART station. Advanced the 2024 Downtown Strategic Plan to guide reinvestment and long-term growth. They increased customer activity, strengthened business retention, and reinforced Downtown as a transit-oriented destination. Ms. Nguyen reviewed the Lakeview Business District: Jackson Shaw project. She reviewed the Lakeview Mixed Use: Read King project. This is at the corner of Main Street and Lakeview Parkway. The planned uses are two restaurants in the main retail building, one freestanding coffee shop, and one freestanding bank. Ms. Nguyen reviewed the recent business growth with national and regional businesses, as well as local business openings. The Department is strengthening alignment, evaluation, and communication. She reviewed the SWOT analysis and the return of investment (ROI) in economic development. ROI is not just revenue, it's revenue minus long-term service cost, aligned with the kind of community we want to leave behind. For FY 2025, there were 79 new businesses and that created 826 jobs. There were 98 certificates of occupancy issued, there were 13 new commercial building permits, with an estimated value of \$26 million, and 50 existing commercial building permits, with an estimated value of \$30 million. There were 2 business retention and expansion visits. The key takeaways are Economic Development work occurs daily and continuously. Much of the work involves facilitation and long-term coordination. The department supports both

immediate business needs and future growth. Recent efforts focus on strengthening transparency, alignment, and service delivery.

Mayor Winget stated he feels we need three people in the Economic Development department, maybe a director to be added. He would like to have this item in the next budget discussion. Kristoff Bauer, Interim City Manager, replied there were positions prior, that were in this area, but had been downsized over the past couple of years. If Council is interested in resourcing this in a different area, we can make that happen. Mayor Pro Tem Schupp stated that there was a magnitude of \$2.5 million that was basically salaries out there not being activated. Mr. Bauer confirmed that we have significant salary savings this budget. Mayor Pro Tem Schupp asked if this is something that needs to wait for the next council to come in or can we start ramping this up now. Mr. Bauer stated we can start filing these positions, we can and are looking at contract labor, looking at some of the gaps that we haven't been able to recruit somebody. Part of our strategy has been to rely on the Chamber of Commerce and that has not been successful. Mayor Winget stated that we need to partner with the Chamber. Councilmember E. Bowers stated that to future City Councilmembers, she encouraged them to take advantage of all the training that TML has to offer, especially the Economic Development Summit. She would encourage that Councilmember do attend the Chamber monthly luncheons. Councilmember Reaves stated that it would be helpful for future City Council to understand the economics, like what drives a long term drag. There is a consensus to add a third employee to the Economic Development Department.

3B. Receive a presentation regarding the Open Rewards Program.

Mailinh Nguyen, Assistant Director of Economic Development, presented this item. The purpose is to create a short-term, high-impact recovery tool to support Rowlett restaurants following winter weather disruptions by incentivizing immediate local spending. This is not a grant to businesses, it is a consumer-facing incentive that drives customers into local restaurants, preserves full revenue for businesses, provides measurable ROI and spending data, and is time-limited and budget-controlled. The concept is modeled after a peer North Texas city program and is already operational elsewhere, reducing implementation risk. The 10% cashback model works by customers dining at eligible Rowlett restaurants, they upload receipts through a rewards app, they receive 10% cash back via Venmo/PayPal, and the city funds the cashback, not the restaurant. Participating restaurants must be independently owned, no national chains, be located within Rowlett City limits, be a member of the Rowlett Chamber, and be in good standing with the City. The vendor Blutot will manage program operations, including receipt verification, fraud prevention controls, and customer reimbursement processing. This structure minimizes staff workload while maintaining accountability and transparency. Initially there was a consensus to move forward with this program. After further discussion, there was a consensus to wait six months and revisit the program at that time.

3C. Receive a presentation, discussion and take any necessary action regarding the City preparedness for the heightened terror threat caused by the war with Iran.

Mayor Winget stated that this will be discussed in Executive Session.

4. EXECUTIVE SESSION

4A. The City Council will convene into closed executive session pursuant to Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice regarding the Open Rewards Program.

- 4B.** The City Council shall convene into closed executive session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to receive legal advice regarding City preparedness for the heightened terror threat caused by the war with Iran.

Mayor Winget recessed the Work Session into Executive Session at 6:54 pm.

- 5. RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON EXECUTIVE SESSION MATTERS.**

Mayor Winget reconvened the meeting at 7:31 pm.

No action was taken.

- 6. DISCUSS CONSENT AGENDA ITEMS FOR MARCH 3, 2026, CITY COUNCIL MEETING**

No items were removed from the Consent Agenda.

- 7. ADJOURNMENT**

Mayor Winget adjourned the meeting at 7:31 pm.

CITY COUNCIL MEETING MINUTES

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

Tuesday, March 3, 2026

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 by Pastor Cole Hedgecock, First Baptist 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 7:01 p.m.

2. PRESENTATIONS

- 2A.** Presentation of Rowlett Veterans Recognition Program certificate to Vietnam Veteran, Petty Officer Second Class Douglas Dewight Rivers of the United States Navy.

This item was combined with Agenda Item 2B.

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

Mayor Winget, along with Chris Kizziar of Veterans Resource & Outreach Center of Rowlett, and representatives of Quilts of Valor, presented Petty Officer Second Class Douglas Dewight Rivers, Fireman Melton Ray Rivers, and Specialist Billy John Rivers with a certificate from City Council and a quilt.

Councilmember Gibbs provided the following announcements:

LIBRARY - Are you tired of submitting endless job applications with no success? Do you feel awkward talking about yourself at interviews? Walk into your next interview with confidence and a resume that's a recruiter magnet with help from Rowlett Library. Attend a resume building class on March 12 or 13 at 10 am or a Mock Job Interview class on March 26 or 27 at 10 am.

Representatives from Heart Gallery North Texas will explain the requirements for becoming a foster or adoptive parent and provide answers to specific questions regarding the process of providing a home for children in need on Saturday, March 14 at 10:30 am.

Demonstrate your artistic superpowers for chance to win cash prizes in a kids' art contest from the Rowlett Arts & Humanities Commission. Submit your entries for the Young Artist Exhibit in person at Rowlett Public Library on March 12 & 13 from 3-5 pm and March 14 from 10 am-noon. Choose from 3D and 2D categories in divisions for grades K-2nd, 3rd-5th, 6th-8th, 9th-12th and Special Needs. Visit Rowlett.com/Arts for entry form and additional details.

POLICE - In light of current events and heightened global security concerns, the Rowlett Police Department is urging all residents, businesses, and visitors to remain vigilant and report any suspicious activity.

While there is no specific or credible threat to our community at this time, we are closely monitoring developments and working in coordination with state and federal partners to ensure public safety. We remind the public that if you see something that does not look right, say something. Suspicious activity may include:

- Unattended bags, packages, or vehicles in unusual locations
- Individuals attempting to access restricted or secured areas
- Surveillance of buildings, infrastructure, or large public gatherings
- Unusual behavior that appears threatening or out of place
- Online threats or posts promoting violence

If you observe suspicious activity:

- Call 911 immediately if there is an imminent threat or emergency.
- For non-emergency concerns, contact our non-emergency line at 972-412-6200.
- Tips may also be submitted anonymously at citips@rowlett.com

PARKS & RECREATION - A free educational seminar, "Navigating the Differences Between Palliative and Hospice Care" by Dr. Ken Johnson and presented by the Rowlett Senior Advisory board will be held on Tuesday March 10th at 1:00pm at the Rowlett Community Centre. While all hospice care is palliative, not all palliative care is hospice. Understanding the difference allows families to seek help sooner, often leading to better outcomes and reduced caregiver burnout. This seminar is open to all ages. Light refreshments will be provided.

Join us for a family outdoor campout at Rowlett Community Park on Saturday, March 21! Families will be able to set up their tents under the stars, enjoy the outdoors, and other camping activities during the day. A meal will be provided, and we will have S'mores for dessert! Camping set up will begin at sundown. We hope you come to appreciate the outdoors and learn about how you can go camping in our state and national parks! Registration is \$10 per person and must be done by Wednesday, March 18th.

Councilmember Reaves introduced the Featured Pet, Tater, this sweet boy is affectionate, housebroken, and dog-friendly. This handsome boy is the definition of a Velcro dog, he will follow you everywhere and he will lean in for affection. To meet Tater or one of his 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.

3. CITIZENS INPUT

1. Alan Hogan, Rowlett – Spoke regarding Pecan Grove and Herfurth Parks. Earth Day is April 22nd. At the age of 15, he remembers the very first Earth Day. He sees the importance of park land and wants to protect it.
2. Dave Holl, Rowlett – Provided two exhibits regarding city emails of his request for a survey and a request to move the dock and/or at Paddle Point Park.
3. Tony Hinshaw, Rowlett – Spoke regarding death of Collin Joelson. Collin died riding his scooter down Lakeview Parkway in September 2023. Near Home Depot, there is an expansion joint with a difference in gap of four (4) inches. This is a defect. Today, that same expansion joint just has a gap of four (4) inches. This is negligence.
4. Dan Houpt, Rowlett – He thanked City Council for the work at the last few meetings. He is happy to see that Munal is back with the city. He is against the removal of the trees regarding agenda item 5A. Make the developer replace the trees.
5. Denise Eljoohi, Rowlett – Spoke regarding shed at 6602 Warwick. She is formally challenging the approval of the shed. It is a fire hazard. She wants it to be moved off of the property line. Fix it or remove it.
6. Hasan Eljoohi, Rowlett – Spoke regarding 6602 Warwick. This is not a neighbor dispute. He is officially requesting that the building be brought into compliance or remove the illegal structure.
7. Steven Pruitt Jr, Rowlett – Wanted to follow-up from when he spoke about concerns and patterns at the last meeting. He still has concerns based on the patterns that happened Friday night. Notice the patterns of the people that had a problem with the City Manager. He noticed that they were mostly of the same race, white, and they were mostly women. He wasn't the only person who noticed. He knows that they made their decision for a very good reason. He just wanted to give this input.
8. Alison Felderhoff, Rowlett – Congratulated City Council for the brave change. Rowlett is moving in a positive direction. Rowlett cannot afford to stay with DART, without further examination. She is thankful that Munal is back with the city.
9. Patrick Bandle, Rowlett – Thank City Council for taking directive action. He spoke about the rebuilding of the screening wall at Lake Bend Estates. He would appreciate clear communication regarding the process.

4. CONSENT AGENDA

4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): February 16, 2026, City Council Work Session, and February 17, 2026, City Council Meeting.

This item was approved on the Consent Agenda.

4B. Consider action approving an election contract with Dallas County.

Consider action to adopt a resolution approving an Election Services Contract with Dallas County on behalf of the Dallas County Elections Administrator for the May 2, 2026, General Election; authorizing the City Manager or his designee to execute all necessary documents; and providing an effective date.

This item was approved on the Consent Agenda as RES-26-03-10R

4C. Consider action approving an election contract with Rockwall County.

Consider action to adopt a resolution approving an Election Services Contract with Rockwall County on behalf of the Rockwall County Elections Administrator for the May 2, 2026, General Election; authorizing the City Manager or his designee to execute all necessary documents; and providing an effective date.

This item was approved on the Consent Agenda as RES-26-03-11R.

4D. Consider action to receive the first quarter investment report.

Consider action to receive the first quarter investment report for the period ending December 31, 2025.

A motion was made by Deputy Mayor Pro Tem Britton, 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 a resolution granting a Tree Removal Permit for 17 protected trees, totaling 250 caliper inches and requiring payment of a tree mitigation fee in the amount of \$30,417.50 for an approximately 7.78 acre tract, commonly known as 2700 Lakeview Parkway and being more specifically described as Block 1, Lots 1-4 of Lakeview Addition, in the City of Rowlett, Dallas County, Texas.

Lilyana, Planner II, presented this item. The request is for approval of a Tree Removal Permit to allow for the construction of a 12,900 sq. ft. commercial ground retail building and the infrastructure necessary to support the development. The property is zoned PD with base zoning of General Commercial/Retail (C2). This is a 2-acre lot within a 7.7-acre tract, located at 2700 Lakeview Parkway. On July 30, 2025, staff approved the Site Development Plan for the development of a 12,900 sq. ft. commercial retail building. The applicant is proposing to remove 250 caliper inches, which is 17 trees. The Master Fee Schedule sets a rate of \$121.67 per caliper inch, yielding a proposed payment of \$30,417.50 for 250 caliper inches. On February 10, 2026, the Planning & Zoning Commission did not recommend approval of this item.

Brian Salek, with Read King and the applicant, gave a brief presentation. The plan is to remove 17 trees but will plant 55 trees in Phase 1. Will be planting more trees in the different phases of the development. Mayor Pro Tem Schupp confirmed with the applicant that they are not looking for offsets for the planning of the trees. They are removing 17 trees and planting 55 trees in Phase 1. Councilmember Reaves asked for clarification as to where the trees are that are being removed. Mayor Winget clarified and confirmed with the applicant that this just applies to Phase 1 of the development and not the entire development. Victoria Thomas, City Attorney, stated that the resolution states 7.7 acres and not 2 acres. The resolution will need to be amended to state 2 acres, instead of 7.7 acres.

A motion was made by Deputy Mayor Pro Tem Britton, seconded by Mayor Pro Tem Schupp, to approve the resolution for approximately 2-acres and to have staff provide the legal description to be attached as an exhibit to the resolution. Motion passed 7-0.

This item was approved as RES-26-03-12R.

6. EXECUTIVE SESSION

- 6A.** The City Council will convene into Closed, Executive Session pursuant to Texas Government Code, §551.087 (Deliberations Regarding Economic Development Negotiations) to discuss or deliberate regarding the offer of a financial or other incentive to a business prospect that the governing body seeks to have locate, stay, or expand in or near the City and with which the governing body is conducting economic development negotiations, to wit: Project Decaf.

Mayor Winget adjourned into Executive Session at 8:17 pm.

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

Mayor Winget reconvened the meeting at 8:38 pm.

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.

Deputy Mayor Pro Tem Britton requested to get the assessment of the Rowlett Community Centre and a general assessment of the soccer fields at Community Park. Councilmember Reaves seconded the request.

8. ADJOURNMENT

Mayor Winget adjourned the meeting at 8:39 pm.

Meeting Date: 3/17/2026

Agenda Item: 4.B.

Title

Consider action to amend the authorized representatives for the TexPool investment accounts.

Consider action to adopt a resolution amending authorized representatives for the City's investment account with Texas Local Government Investment Pool (TexPool) in accordance with TexPool requirements.

Staff Representative

Wendy Badgett, Director of Finance
Michael Kuhn, Treasurer & Debt Mgr.

Executive Summary

The purpose of this item is to amend the City's TexPool authorized representatives to add the Interim City Manager.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Promote Operational Excellence	7.7 Maintain a sound system of internal control.

Background Information

TexPool requires all additions to the City's authorized representatives be approved through a formal Council resolution provided by TexPool.

Discussion

The City maintains an investment account with TexPool, a local government investment pool, for the purpose of earning investment income while preserving principal and maintaining liquidity. In accordance with the City's Investment Policy, the Director of Financial Services, Assistant Director of Financial Services, and Treasury & Debt Manager are designated by Council as Investment Officers and are granted authority to deposit, withdraw, invest, transfer, and otherwise manage City funds.

TexPool requires that authorized representatives be identified by Council resolution. The requested action will add Kristoff Bauer, Interim City Manager, as an authorized representative for purposes of administrative access and continuity. The addition does not modify or expand investment authority as established in the City's Investment Policy.

The outgoing City Manager has been removed as an authorized representative.

Financial/Budget Implications

N/A

Recommended Action

City staff recommends the City Council approve a resolution amending authorized representatives for TexPool investment funds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CITY'S DESIGNATIONS OF AUTHORIZED REPRESENTATIVES FOR TEXPOOL INVESTMENT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett ("Participant") is a local government of the State of Texas and is empowered to delegate to the public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, an Authorized Representative of the Participant may be deleted and additional authorized representative(s) added by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant;

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

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

SECTION 2: The individuals whose signatures appear in this Resolution or in Exhibit "A" attachment hereto and incorporated herein by this reference, are the Authorized Representatives of the Participant and are each hereby authorized to transmit funds for

investment in TexPool / TexPool Prime, and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds on the City's behalf. Any new authorized representatives will be issued personal identification numbers to transact business with TexPool Participant Services.

SECTION 3: David Hall is hereby removed as and is no longer an Authorized Representative of the Participant.

SECTION 4: The following is the list the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kristoff Bauer, Interim City Manager, Phone 972-412-6147 /

Email: kbauer@rowlett.com

2. Wendy Badgett, Director of Financial Services, Phone 972-412-6285 /

Email: wbadgett@rowlett.com

3. Tara Lopez, Assistant Director of Finance, Phone Number 972-412-6129 /

Email: tlopez@rowlett.com

The name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows: Wendy Badgett

In addition, the Participant hereby appoints the following named persons to perform only inquiry of selected information and cannot perform transactions; which are as follows: Michael Kuhn, Treasury and Debt Manager, Phone 972-463-3953 /
Email: mkuhn@rowlett.com

Section 5: This resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

Section 6 This document supersedes all prior Authorized Representative designations.

Section 7: This resolution shall become effective immediately upon its passage at a regular scheduled meeting.

Attachments

1. Exhibit A - TexPool Authorized Representatives



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

The City of Rowlett

Participant Name*

7 7 3 2 2

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kristoff Bauer Interim City Manager

Name

Title

9 7 2 4 1 2 6 1 4 7

Phone

9 7 2 4 1 2 6 1 3 9

Fax

kbauer@rowlett.com

Email

Signature

2. Wendy Badgett Director of Financial Services

Name

Title

9 7 2 4 1 2 6 2 8 5

Phone

9 7 2 4 1 2 6 1 3 9

Fax

wbadgett@rowlett.com

Email

Signature

3. Tara Lopez Assistant Director of Finance

Name

Title

9 7 2 4 1 2 6 1 2 9

Phone

9 7 2 4 1 2 6 1 3 9

Fax

tlopez@rowlett.com

Email

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Wendy Badgett

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Michael Kuhn Treasury and Debt Manager

Name

Title

9 7 2 4 6 3 3 9 5 3 9 7 2 4 1 2 6 1 3 9 mkuhn@rowlett.com
Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 2 0.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Rowlett

Name of Participant*

SIGNED

Signature*

Jeff Winget

Printed Name*

Mayor

Title*

ATTEST

Signature*

Deborah Sorensen

Printed Name*

City Secretary

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



City of Rowlett City Council Agenda Item

Meeting Date: 3/17/2026

Agenda Item: 4.C.

Title

Consider action to approve the purchase of Capital Budget & Project Management software.

Consider action to approve a resolution authorizing the purchase of OpenGov Capital Budget & Project Management software, from Vertosoft, LLC, an authorized reseller, through a Texas Department of Information Resources cooperative purchasing contract, for a three-year price not to exceed \$322,387.15; authorizing the Interim City Manager or his designee to negotiate and execute all necessary documents to effectuate said purchase; and providing an effective date.

Staff Representative

David Leibowitz, IT Director

Kristoff Bauer, Interim City Manager

Executive Summary

The City of Rowlett is requesting approval to purchase OpenGov's Capital Budget & Project Management software to modernize how the City plans, tracks, and reports on capital projects. The system will centralize project schedules, budgets, and financial data while integrating with Tyler Munis and ESRI. This investment will enhance transparency, strengthen financial oversight, and provide real-time visibility into the City's Capital Improvement Program.

Strategic Priority and Goal(s)

This initiative supports the City's strategic priorities related to financial stewardship, infrastructure investment, operational efficiency, and transparency. The proposed solution will improve cross-departmental coordination and provide leadership and Council with timely, accurate project information to support informed decision-making.

Background Information

The City currently manages capital projects through a combination of spreadsheets, shared files, and manual coordination between departments. Financial data is maintained separately in Tyler Munis, which serves as the City's system of record. As a result, project-level financial visibility requires coordination between Engineering and Finance, and portfolio-wide reporting requires manual compilation and reconciliation.

As the City continues delivering infrastructure improvements and bond-funded initiatives, the need for centralized oversight and real-time reporting has increased. Many projects involve multiple funding sources—including bonds, grants, and dedicated

revenues—requiring consistent tracking, reconciliation, and transparency.

The OpenGov Capital Budget & Project Management solution will provide a centralized platform to manage project schedules, budgets, contracts, and expenditures within a single system. Through nightly integration with Tyler Munis, the software will display up-to-date budget-to-actual information at the project level while preserving Munis as the official financial system of record. Integration with ESRI will enable map-based visualization of projects, allowing leadership and the public to view capital investments geographically across the City.

Key benefits include:

- Real-time visibility into project budgets and expenditures
- Improved tracking of multiple funding sources within individual projects
- Standardized project scheduling and milestone tracking
- Portfolio-level dashboards for executive leadership and City Council
- Enhanced transparency and improved public reporting
- Reduced reliance on manual spreadsheets and fragmented processes
- A scalable platform that can support future tracking of non-CIP projects and cross-department initiatives

By consolidating project and financial data into a unified platform, the City will improve operational efficiency, strengthen financial oversight, and enhance communication regarding capital project performance.

Discussion

Financial/Budget Implications

As discussed during the February 14, 2024 City Council Special Work Session and the June 17, 2024 City Council Budget Strategy Session, City Council provided direction to implement a three-year debt strategy that transitions certain capital expenditures from leases and similar obligations supported by the City's Maintenance and Operations (M&O) tax rate to debt supported by the Interest and Sinking (I&S) tax rate.

The current three-year debt issuance plan for 2024 through 2026, which funds capital expenditures in the fiscal years 2025 through 2027 budgets, was structured within the City's existing and anticipated debt capacity and is designed to support these investments without requiring an increase to the City's tax rate.

Although this capital budget and project management software was not included in the original three-year debt issuance plan, staff recommends incorporating the \$322,387.15 cost into the final year (2026) of the plan through a corresponding increase to the planned issuance.

Based on current debt capacity projections and issuance structuring flexibility, staff expects that incorporating this additional funding into the 2026 issuance can be accommodated without an increase to the City's I&S tax rate.

Within the 2026 debt issuance, Certificates of Obligation and Tax Notes are slated to support street and roadway improvements, parks and recreation enhancements, facility improvements, and the purchase of vehicles and equipment for various departments. City Council consideration of the proposed debt authorization is anticipated to begin in May 2026, with pricing expected in August 2026.

Recommended Action

Move to approve a resolution authorizing the purchase of OpenGov Capital Budget & Project Management software, from Vertosoft, LLC, an authorized reseller, through a Texas Department of Information Resources cooperative purchasing contract, for a three-year price not to exceed \$322,387.15; authorize the Interim City Manager or his designee to negotiate and execute all necessary documents to effectuate said purchase; and provide an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE PURCHASE OF CAPITAL BUDGET & PROJECT MANAGEMENT SOFTWARE FROM VERTOSOFT, LLC, AN AUTHORIZED RESELLER, THROUGH A TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING CONTRACT, FOR A THREE-YEAR PRICE NOT TO EXCEED \$322,387.15; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to modernize how the City plans, tracks, and reports on capital projects, and to enhance timely, accurate project information to support informed decision-making; and,

WHEREAS, the City is able to purchase this software from Vertosoft, LLC, utilizing a Texas Department of Information Services cooperative purchase contract for a total 3-year purchase price not to exceed \$322,387.15; and,

WHEREAS, the City Council finds that it is in the best interest of the citizens of Rowlett to approve the purchase of this software from Vertosoft, LLC, to support financial stewardship, infrastructure investment, operational efficiency, and transparency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

ROWLETT, TEXAS THAT:

SECTION 1: The purchase of OpenGov Capital Budget & Project Management software from Vertosoft, LLC, an authorized reseller, through a Texas Department of Information Resources cooperative purchasing contract for a three-year price not to exceed \$322,387.15 is hereby approved.

SECTION 2: The Interim City Manager or his designee is hereby authorized to negotiate and execute all necessary and related documents for this purchase.

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

Attachments

1. Quote for OpenGov City Rowlett TX
2. OpenGov SOW 11.19.25 V1
3. DIR-CPO-5327 Contract
4. DIR-CPO-5327 Appendix A Standard Terms and Conditions



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 3/2/2026, 1:38 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Rowlett, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-19670
Expires On: 3/31/2026

Ship To
City of Rowlett, TX
Kristoff Bauer
kbauer@rowlett.com

Quote For:
Name:
Company: City of Rowlett, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 4/1/2026
Overall POP End Date: 3/31/2029

Term 1 4/1/2026 - 3/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANG-B150200M-RR-3Y	Capital Budget & Project Management - Between \$150-200 Million - 3Y	1.00	\$66,192.59	\$66,192.59
OPGV-HALG-B150200M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between \$150-200 Million - 0Y	525.00	\$216.60	\$113,715.00
Term 1 TOTAL:				\$179,907.59

Term 2

4/1/2027 - 3/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANG-B150200M-RR-3Y	Capital Budget & Project Management - Between \$150-200 Million - 3Y	1.00	\$69,502.23	\$69,502.23
Term 2 TOTAL:				\$69,502.23

Term 3

4/1/2028 - 3/31/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANG-B150200M-RR-3Y	Capital Budget & Project Management - Between \$150-200 Million - 3Y	1.00	\$72,977.33	\$72,977.33
Term 3 TOTAL:				\$72,977.33

Grand Total: \$322,387.15

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the OpenGov End User License Agreement, Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

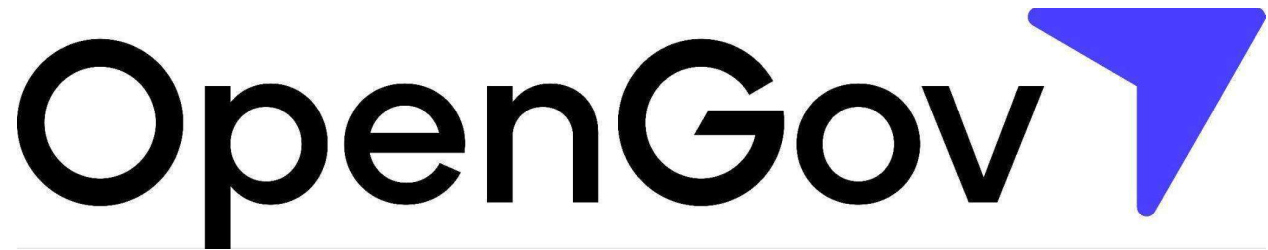
By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

In the event of any conflict or inconsistency between this quote and the terms of Vertosoft's Texas DIR Contract No. DIR-CPO-5327, the terms of the DIR Contract shall control.



Statement of Work

City of Rowlett, TX

Creation Date: 2/6/2026
SoW Expiration Date: 5/6/2026
Document Number: PS-11046.1
Created by: Erin Kehoe

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Rowlett, TX ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
 - 2.1.1. Government App Builder
- 2.2. Exhibit 2: Technical Requirements
 - 2.2.1. Government App Builder

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period,

OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

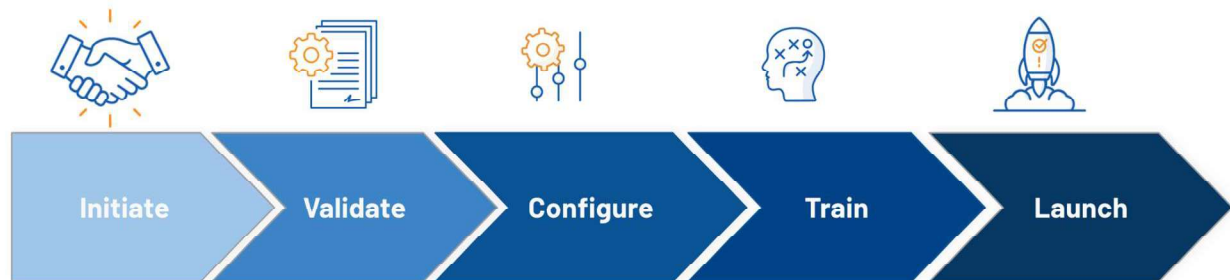
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Government App Builder (GAB)

Capital Planning & Project Management

1. Project Oversight

Overview: Project Oversight includes centralized coordination across all phases of the implementation. OpenGov will assign a dedicated Project Manager to lead planning and delivery, facilitate working sessions, maintain alignment with City goals, and manage risks and escalations. This phase also covers administrative activities such as scheduling, documentation management, and stakeholder communications.

OpenGov Responsibilities:

- Assign a Project Manager to lead the implementation.
- Conduct regular status calls and provide milestone reports.
- Track risks, issues, and decisions in a centralized RAID log.
- Align deliverables with the City's strategic and operational priorities.

Customer Responsibilities:

- Designate a City Project Manager to act as the primary point of contact.
- Ensure cross-departmental attendance at key meetings.
- Provide timely feedback and approvals to avoid schedule impacts.

Boundaries & Assumptions:

- Any requests for expansion of scope, integrations, or configuration changes beyond this SOW will follow a Change Order process.

Completion Criteria:

- Implementation plan finalized and maintained.
- Stakeholder updates and risk logs delivered throughout.
- Final closeout review and handoff to Customer Success.

2. Initiate

Overview: The Initiate phase launches the engagement through a formal kickoff, environment provisioning, and role assignment. OpenGov and City stakeholders will align on implementation goals, high-level workflows, and communication protocols. Initial requirements will be refined and documented to inform downstream configuration.

OpenGov Responsibilities:

- Conduct a kickoff session to align stakeholders.
- Provision the Capital Planning and Project Management (CPPM) environment.
- Establish shared workspace and configuration backlog.

Customer Responsibilities:

- Confirm user roles and access requirements.
- Provide initial documentation, reporting templates, and process diagrams.
- Validate configuration priorities.

Boundaries & Assumptions:

- Access provisioning and documentation will occur within five business days of request.

Completion Criteria:

- Project kickoff conducted.
- Access to environment verified.
- Shared workspace populated.
- Configuration backlog confirmed.

3. Validate

Overview: Validate is a checkpoint to ensure requirements, priorities, and technical readiness are finalized before configuration. OpenGov and the City will align on use cases, data flow expectations (especially from Munis), and workflow logic to prevent rework and mitigate risk.

OpenGov Responsibilities:

- Facilitate a validation session to confirm backlog and readiness.
- Review integration plan for Munis data ingestion.
- Document technical, functional, and data mapping requirements.

Customer Responsibilities:

- Provide contacts and samples for Munis data sources.
- Sign off on project plan and scope alignment.
- Finalize internal resource planning for configuration phase.

Boundaries & Assumptions:

- The City will confirm any changes to data fields or workflows within two business days of validation session.

Completion Criteria:

- Validated configuration backlog and scope.
- Confirmed Munis integration parameters.
- Ready-to-configure environment with confirmed user access.

4. Configure

4.1 Projects + Budget + Schedule Configuration

Overview: This configuration focuses on enabling project creation, funding assignment, and schedule tracking. Project templates will be defined, and form fields customized to track budget, spend, and milestone progress. Gantt-based scheduling tools will be configured to support internal project planning.

OpenGov Responsibilities:

- Configure project record types for basic project setup, budget linkage, and milestone tracking.
- Enable Gantt-style scheduling views with task dependencies.
- Apply role-based access for Project Managers, Finance, and Leadership.
- Configure dashboards for leadership overview.

Customer Responsibilities:

- Provide sample project records, milestones, and budget tracking formats.
- Review and test schedule templates.
- Validate dashboard design.

Boundaries & Assumptions:

- Only core modules (Projects, Budgets, Schedules) will be enabled in this phase.
- Document management, advanced forms, or ESRI integrations are out of scope for Phase 1.

Completion Criteria:

- Core project creation, schedule, and budget modules live.
- Role-based dashboards configured.
- End-user signoff on workflow logic.

4.2 Munis Integration

Overview: OpenGov will configure a lightweight integration to pull financial data from Tyler Munis. This includes nightly ingestion of project codes, budgets, contracts, and invoice data for display in OpenGov.

OpenGov Responsibilities:

- Establish integration via API or flat file, as determined.
- Map Munis data fields to OpenGov project structures.
- Implement and test nightly sync jobs.

Customer Responsibilities:

- Provide access to Munis exports and data dictionaries.

- Validate field mapping.
- Coordinate with internal IT for data transfer mechanism.

Boundaries & Assumptions:

- Integration will be one-way (Munis to OpenGov).
- Write-backs to Munis are not in scope.

Completion Criteria:

- Successful nightly sync of core financial data.
- Validated project-level display of budgets and spend.

4.3 Financial Management Integration

OpenGov Responsibilities:

- Set up an Integration from R&T to Ignatius, including the following datasets:
 - GL Transactions
 - AP Transactions
 - Chart of Accounts
- Set up an integration from Procurement to Ignatius, including the following dataset:
 - Contracts

Customer Responsibilities:

- Validate that the integration is operating as expected.

OpenGov assumptions:

- There will not be any customizations to the integrations and/or any export/import functionality.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Train

Overview: Training ensures stakeholders understand how to manage projects, view dashboards, and update schedules. Sessions will be tailored to the roles of Project Managers, Finance users, and Leadership.

OpenGov Responsibilities:

- Deliver remote training for core user groups.
- Provide recorded sessions and how-to documentation.

Customer Responsibilities:

- Ensure attendance and participation in training sessions.
- Distribute training materials internally.

Boundaries & Assumptions:

- Training will be delivered virtually.
- Future training for additional modules is not included in this SOW.

Completion Criteria:

- Training sessions completed and recorded.
- Admin users confirm readiness.

6. Launch

Overview: Go-live support will include real-time assistance with questions, issues, or minor adjustments as users begin using the configured system. OpenGov will monitor performance and ensure handoff to Customer Success.

OpenGov Responsibilities:

- Provide hypercare support for two weeks post-launch.
- Monitor nightly Munis syncs and dashboard load times.
- Conduct final project wrap-up session.

Customer Responsibilities:

- Monitor user adoption and gather feedback.
- Report issues for triage and resolution.

Completion Criteria:

- System live with users actively managing projects.
- Final issues resolved.
- Handoff to Customer Success team.

Exhibit 2: Technical Requirements

Government App Builder Technical Requirements

- Migration
 - All data must be accessible to OpenGov in Excel or CSV format
 - Maximum historical record count: 500
- Flat File Integrations
 - Customer must
 - Provide OpenGov with the export file (a delimited file) from the external system
 - Automate the export and/or import of data into and out of the external system.
- API Integrations
 - Customer is responsible for:
 - Fees associated with purchasing the external system
 - Providing OpenGov with access to the API and/or access to technical staff from that vendor.
 - Access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
 - Changes to scope resulting from a change in the third-party vendor's API.
 - Testing expected workflows and data in both test and production environments
 - To display a location on a map, the third party system must be able to provide location data via their API, as shapes or coordinates. Text addresses are limited to populating address fields.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Vertosoft LLC

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft LLC, a Virginia Limited Liability Company (LLC) (hereinafter "Successful Respondent"), with its principal place of business at 1602 Village Market Blvd. Suite 320 Leesburg, Virginia 20175.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
 2. Appendix A, Standard Terms and Conditions;
 3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
 4. Appendix C, Pricing Index;
 5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
 6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the “Initial Term”), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a “Renewal Term”). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies;
- E. Return policies;
- F. A link to DIR's list of TX-RAMP certified Cloud Products; and
- G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
 - i. service availability;
 - ii. recovery time objectives; and
 - iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Jay Colavita
President
Vertosoft LLC
1602 Village Market Blvd. Suite 320
Leesburg, Virginia 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Vertosoft LLC

Authorized By: Signature on file

Jay Colavita
Name: _____

President
Title: _____

4/17/2024 | 5:26 PM PDT
Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By : Signature on file

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/2/2024 | 5:14 PM CDT

Office of General Counsel: Initials on File

5/2/2024 | 3:59 PM CDT
Date: _____



Department of Information Resources

DIR-CPO-5327

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

- D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 **DIR**

Refers to the Texas Department of Information Resources.

3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 **State**

Refers to the State of Texas.

3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

- (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
- (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,
- (iv) domain names,
- (v) any copies, and similar or derivative works to any of the foregoing,

- (vi) all documentation and materials related to any of the foregoing,
- (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
 - a. by any Successful Respondent personnel or Customer personnel, or
 - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

- i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;
- ii) any work of authorship, including any copyrights, moral rights or neighboring rights;
- iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;
- iv) domain name registrations; and
- v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
 - i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
 - ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
 - i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
 - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
 - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
 - iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).
- ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later.

Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
- B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum, the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.
- B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in [Section 9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
 - i) Successful Respondent Contract Manager's name and contact information,
 - ii) Successful Respondent sales representative name and contact information, and
 - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
 - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
 - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
 - ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
 - iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
 - v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
 - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
 - vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
 - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
 - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
 - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by 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 China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
 - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
 - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

- B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- A. Blanket contractual liability coverage for liability assumed under the Contract;
- B. Independent Contractor coverage;
- C. State of Texas, DIR, and Customer listed as an additional insured; and
- D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 Immigration

- A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
 - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

- A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.
- B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

- C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

Meeting Date: 3/17/2026

Agenda Item: 5.A.

Title

Conduct a public hearing on a request to amend the zoning for an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225, and the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas, and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, from Planned Development District with base zoning of General Commercial/Retail (PD-C-2) to Planned Development District with base zoning of modified General Commercial/Retail to allow an outdoor storage use and to amend the development regulations for the planned development district relating to screening, building orientation, setbacks, and landscaping requirements.

Staff Representative

Lilyana Morejon, Planner II

Executive Summary

The applicant is requesting to amend the existing Planned Development (PD) District and associated development conditions. If approved, the amendment would allow the construction of a 16,964 square foot building for Caliber Collision to operate a Heavy Vehicle Service and Repair Shop with outdoor storage.

Strategic Priority and Goal(s)

The Strategic Priority  STRENGTHEN NEIGHBORHOOD LIVABILITY	Strategic Goal 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 subject property is 1.47 acres and is part of an approximately 7.73-acre tract zoned PD for manufacturing and commercial uses. Prior to this zoning designation in 202, the subject property was zoned General Manufacturing (M-2) District. Development on this site has never been realized.

SITE DATA

The 1.47-acre tract shares access from Main Street. Currently, Main Street is a two-lane undivided roadway. A 5 feet of right-of-way (ROW) has been dedicated as part of the Lakeview addition Conveyance Plat. According to the Master Thoroughfare Plan, Main Street is planned as a four-lane undivided roadway within a 65-foot right-of-way (ROW). There is no schedule of improvement at this time.

There is an existing 15-foot utility easement that encroaches the proposed building footprint. This easement does not contain any infrastructure and will be abandoned at the time the property is final platted.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned PD for General Commercial Retail (C-2). All uses included in the C-2 District and M-2 districts, as well as uses related to Food and Beverage Services, Restaurant with Drive Through, Restaurant and Mini Warehouse/Self Storage, are allowed. The proposed heavy vehicle service and repair shop is a permitted use.

USE OF PROPERTY UNDER PROPOSED ZONING

Although heavy vehicle service and repair shop is a permitted use, the associated ancillary use of outdoor storage is currently not permitted. Therefore, the applicant is seeking an amendment to the PD to allow outdoor storage as a part of Caliber Collision development.

SURROUNDING ZONING AND LAND USES

The surrounding zoning and land uses pattern is described in the table below

Table 1: Surrounding Zoning and Land Use Pattern		
Location	Use	Zoning
North	Undeveloped/ Commercial/Retail Uses	PD for C-2 and M-2
East	Storage Facility	M-2
West	Residences/Industrial	M-2 and C-2
South	Mix of Residential/ Commercial/Industrial	M-2

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USE PATTERN

The surrounding zoning and land use pattern is a mix of commercial, industrial and residential uses. It should be taken into consideration that there are nine establishments that provide light and heavy auto repair services. These businesses are located within a half-mile radius of the subject and are reflected in Attachment Seven.

Discussion

The proposed site plan reflects a 16,964 square foot building with a single bay door and a double bay door located towards the inside of the property with outdoor storage. The applicant is also requesting the following amendments to the PD.

1. Section 77-303B of the RDC allows outdoor storage by Special Use Permit (SUP). However, the applicant is requesting outdoor storage be permitted outright as part of the PD conditions. Based on the site plan, the outdoor storage is located to the rear of the property and is not visible from Main Street as it will

be screened by the primary structure, landscaping and an 8-foot-tall chain-link fence with slats. The proposed heavy vehicle service and repair shop will store vehicles awaiting repair onsite for a minimum of one (1) day and a maximum of seven (7) days and will be made part of the PD conditions.

2. Section 77-507C3(a)(2) of the RDC states that if the proposed development consists of only one building, such building shall be oriented toward the primary abutting street, in this case Main Street. The proposed building faces northwest and not on Main Street. The applicant states that this change in orientation is necessary to accommodate the proposed use. Furthermore, if the building were to face Main Street, the outdoor storage being visible from the public right-of-way. In addition, the applicant has stated that the proposed orientation improves emergency vehicle access by allowing fire lane dimension standard to be met and supports cross-access circulation to adjacent properties.
3. Section 77-400-Dimensional Requirements for Non-Residential Districts and the PD require a 50-foot front building setback from Main Street. The applicant is requesting a reduction of the required setback to 10 feet and has justified the request as necessary to maintain overall site functionality, including providing adequate space for the proposed outdoor storage, customer parking, and required emergency access lanes.
4. The current landscape buffer requirements, as established by the PD, include a fifteen (15) foot right-of-way (ROW) landscape buffer and a six (6) foot landscape compatibility buffer along the rear and northwest side property lines. The applicant is proposing to reduce these buffer widths to a ten (10) foot ROW landscape buffer, a three (3) foot compatibility buffer along the rear property line, and a four (4) foot compatibility buffer along the northwest side property line. According to the applicant, the proposed modifications are necessary to maintain connections to the existing access easement and to accommodate site improvements while continuing to provide reasonable landscaping throughout the site.
5. Section 77-504D2b(1)(b) requires that trees and shrubs be provided at a rate of one canopy tree per 35 linear feet for ROW buffers and one tree per 50 linear feet for compatibility buffers. Based on the applicant's statement, site limitations prevent compliance with the ROW landscape buffer tree-planting requirement, which would otherwise require nine trees. To mitigate this, the applicant proposes planting nine trees within the rear compatibility buffer, increasing the planting rate from one tree every 50 feet to one tree every 25 feet.
6. Section 77-506H(c)(1) of the RDC requires a minimum ten (10) foot separation between parking areas and buildings to accommodate sidewalks, landscaping, and other plantings. Along the parking spaces adjacent to the northeast facade, only a five (5) foot separation is provided due to site constraints related to driveway location and drive aisle dimensional requirements. The applicant justifies this deviation by stating that maintaining the full 10-foot separation would

reduce the required dimensions for drive aisle width and limit ease of access to the ADA parking space on site.

COMPREHENSIVE PLAN

The Future Land Use Plan designates the subject property as Retail/Commercial/Office. The Retail/Commercial/Office designation envisions areas that provide goods and services to the public, typically along major thoroughfares and serving nearby residential neighborhoods. 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 can range from small neighborhood offices to large regional campuses, with accessory uses such as health or educational facilities, parking, cafeterias, or other employee amenities. Although the heavy vehicle service and repair shop is not consistent with the intent of the Comprehensive Plan's future land use designation it is permitted in the PD. Additionally, outdoor storage is ancillary to the primary use.

Section 77-805 of the RDC states that the Planning and Zoning Commission shall consider the following when making a recommendation on rezoning requests.

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact.

The amendment does not correct an error or meets the challenge of some changing condition, trend, or fact.

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code.

According to the Future Land Use Plan the subject property is designated for Retail, Commercial, and Office use. The proposed heavy vehicle service and repair shop constitutes industrial service use, which is inconsistent with the Future Land Use Designation. Although the heavy vehicle service and repair shop is not consistent with the intent of the Comprehensive Plan's future land use designation it is permitted in the PD. Additionally, outdoor storage is ancillary to the primary use.

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public.

The proposed rezoning will not detract from the health, safety, morals, or general welfare of the public.

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property,

while maintaining sufficient levels of service to existing development.

At the time the PD was approved, the applicant submitted a TIA indicating the proposed multi-use site would not significantly impact traffic operations in the study area. If this PD amendment is approved, staff will further evaluate utility needs during site plan review to ensure adequate capacity and service for the site.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.

The PD amendment is not likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract.

The proposed amendment is not anticipated to have significant adverse impacts on properties in the vicinity of the subject tract.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification.

The zoning classification for the subject property will remain unchanged. The proposed amendment request is to allow outdoor storage as a secondary use.

8. Whether there is determined to be an excessive proliferation of the use or similar uses.

The proposed Heavy Vehicle Service and Repair is a permitted use. However, outdoor storage is not permitted. Notably there are 9 vehicle repair establishments within a half mile radius.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract.

The proposed rezoning will ensure compatibility in scale with surrounding properties by adhering to the existing Planned Development (PD) regulations and only modifying certain development standards to include allowing outdoor storage as an auxiliary use.

Although adjacent properties include a mix of commercial, industrial, and residential uses, the area is predominantly characterized by industrial-scale development. The Future Land Use Plan designates the surrounding properties as Light Industrial, and these properties are zoned M-2, which supports similar intensity and scale of development as the proposed. Compatibility in scale will be maintained through strict adherence to the development standards and regulations established within the PD for the proposed use.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

No significant economic impacts are anticipated beyond those typically associated with M-2 industrial uses, including heavy auto repair operations.

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 twelve (12) courtesy 500-foot notices were mailed on February 27, 2026 and as of March 6, 2026, Staff has received the following:

- 200 ft. notification area: Zero (0) notices were received in opposition, and zero (0) notices were received in favor.
- 500 ft. courtesy notification area: Zero (0) notice was received in opposition, and zero (0) notices were received in favor.

Financial/Budget Implications

N/A

Recommended Action

Open Public Hearing, accept any comments, and then recess the public hearing to the April 7, 2026 City Council meeting.

Attachments

1. Attachment - Caliber Collision



4925 Greenville Avenue, Suite 480
Dallas, Texas 75206
o | 214.939.7123
f | 770.368.1944
w | www.foresitegroup.net
D/B/A Foresite Consulting Group of Texas, LLC

January 21, 2026

Via MyGov Self Service Portal

City of Rowlett Community Development Department
5702 Rowlett Road
Rowlett, TX 75089

RE: Caliber Collision – Letter of Intent

Dear City of Rowlett:

The purpose of this narrative is to introduce the Planned Development Amendment Application submittal for the Caliber Collision Rowlett project. The subject site ("Site") is a +/- 1.47 acre developed area of land located at approximately 2801 Main Street within the City of Rowlett jurisdictional limits. The proposed development ("Project") is a Caliber Collision auto repair facility. The Caliber Collision business will operate on weekdays from 8:00am to 5:00pm and will service customers in need of vehicle parts repairs and replacements.

The current zoning of the Site is Planned Development (PD 029-24) with Base Zoning Designations of General Manufacturing (M-2) and General Commercial (C-2). A Planned Development Amendment is being sought to designate the site as Planned Development (PD 029-24) with a singular Base Zoning of General Manufacturing (M-2) and to accommodate the deviation from current setback requirements, building orientation standards, parking lot design standards, tree spacing standards, and to allow the use of outdoor storage on site.

See below for the requested addressing of criteria as outlined in Section 77-805:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact.

- This Planned Development Amendment has been prepared to address existing PD requirements that were not suitable for the proposed Caliber Collision use. The existing setback standards were not conducive to the functionality of the site in respect to the lot dimensions. The requested changes to the PD requirements would adjust the setbacks as needed, allowing the proposed development to adequately connect to future adjacent developments and screen attractive nuisances from the public right-of-way. The requested rezoning would allow for development of the site as a Caliber Collision which has been identified based on market research to be a desired use in this community.

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this Code stated in Chapter 77-103. Purpose of this Code. NOTE: Outside strategic opportunity areas

existing zoning as amended and Guiding Principles from the comprehensive plan shall be considered in decisions about rezoning, subdivision and site design throughout the City.

- The proposed rezoning is consistent with the comprehensive plan in that a Planned Development already serves the site. The proposed development will bring Rowlett's residents a new service that is consistent with what is permissible by right under the existing Planned Development District Standards. Therefore, an amendment to the existing Planned Development is appropriate for this development.
- 3. *Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public.***
- The proposed rezoning will not negatively impact the health, safety, morals, or general welfare of the public.
- 4. *Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintain sufficient levels of service to existing development. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.***
- On-site water and sanitary sewer services are understood to be appropriate for this development per the Will-Serve Letter provided by Rowlett Public Works dated March 11th, 2025.
 - Other required service providers are similarly understood to be available to provide franchise utility services.
 - Existing access via Main Street is anticipated to be appropriate for the traffic requirements of this development.
- 5. *Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.***
- The proposed rezoning will have no impact on the existing environment.
- 6. *Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract.***
- The proposed rezoning will have no significant adverse impacts on other property in the vicinity of the subject tract.
- 7. *The suitability of the subject property for the existing zoning classification and proposed zoning classification.***
- The existing Planned Development Zoning allows "vehicle service and repair, heavy" uses under the directive that all General Manufacturing District (M-2) shall be allowed under the existing Planned Development. The proposed PD amendment will continue to allow for these uses in conjunction with outdoor storage.

8. *Whether there is determined to be an excessive proliferation of the use or similar uses.*

- Is it not anticipated that there will be excessive proliferation of the use or similar uses.

9. *Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract.*

- The existing zoning is Planned Development in conjunction with the surrounding properties. It is reasonable to assume that the properties in the vicinity will be compatible.

10. *The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.*

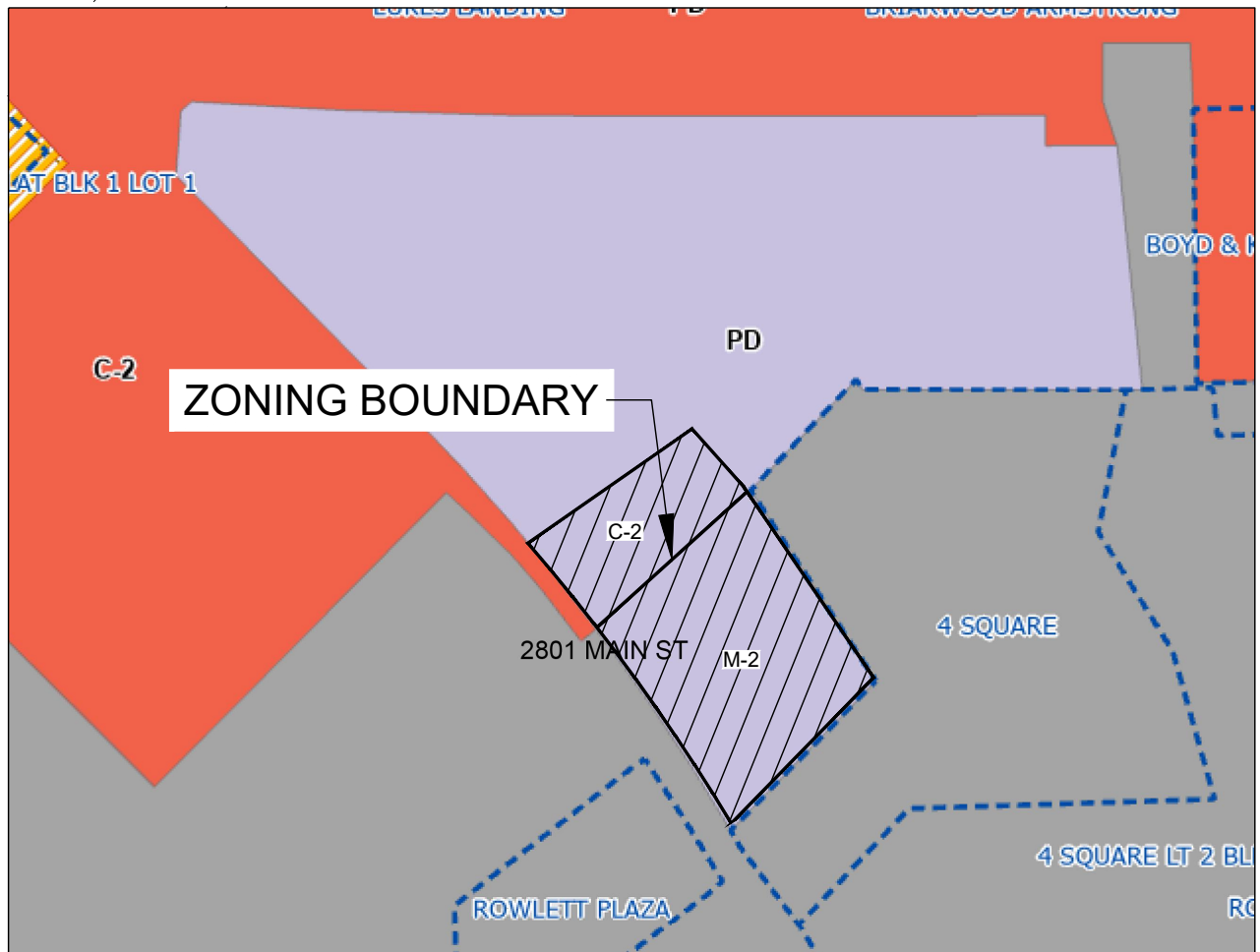
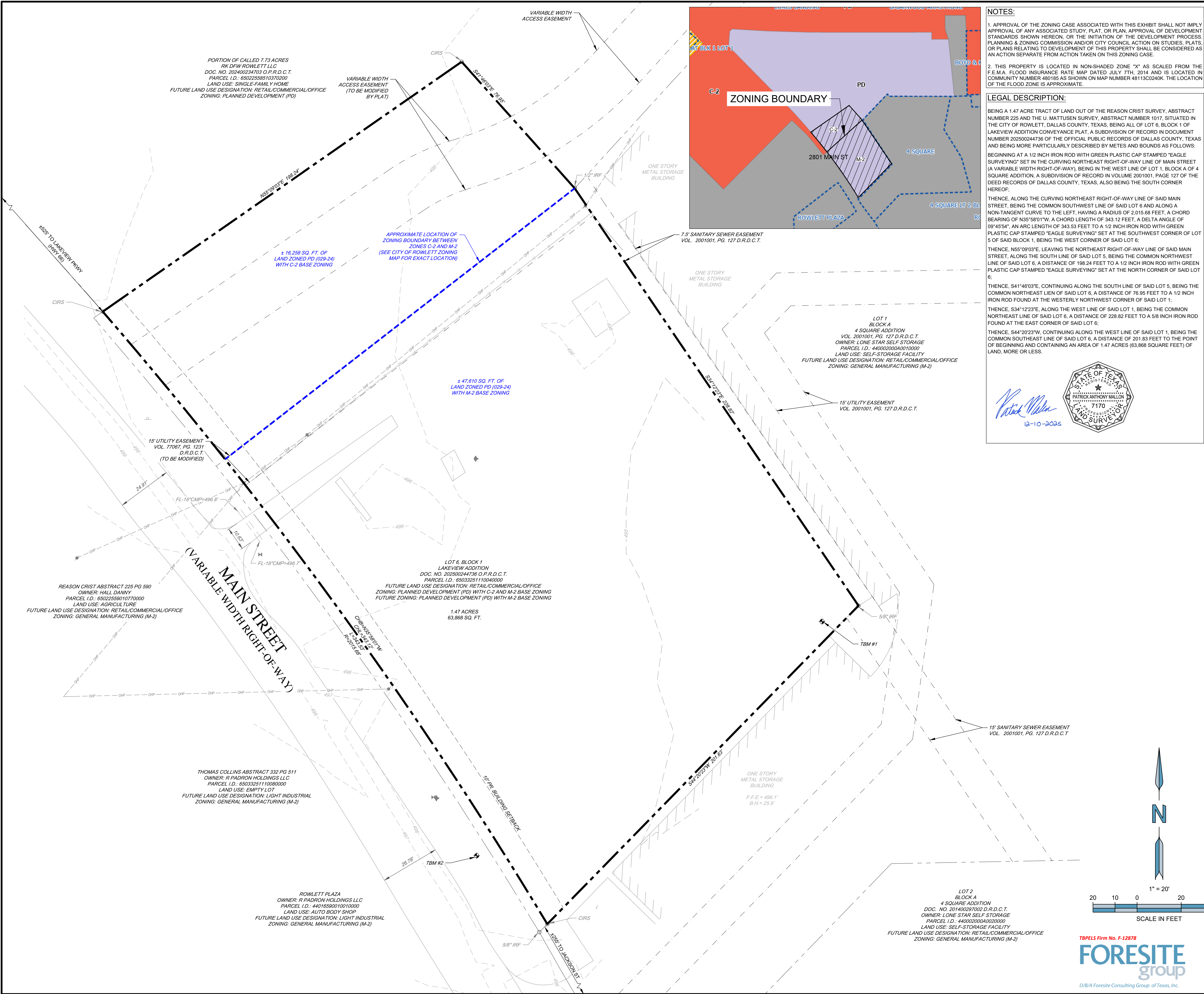
- The overall development is suited to meet the needs of future development and is fitting with the current surroundings.

Thank you for your time and consideration.

Sincerely,
FORESITE GROUP, LLC

A handwritten signature in black ink, appearing to read "DN" followed by a horizontal line.

David Norris, PE
Regional Leader



NOTES:

1. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

2. THIS PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JULY 7TH, 2014 AND IS LOCATED IN COMMUNITY NUMBER 480185 AS SHOWN ON MAP NUMBER 48113C0240K. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE.

LEGAL DESCRIPTION:

BEING A 1.47 ACRE TRACT OF LAND OUT OF THE REASON CRIST SURVEY, ABSTRACT NUMBER 225 AND THE U. MATTHEW SURVEY, ABSTRACT NUMBER 1017, SITUATED IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, BEING ALL OF LOT 6, BLOCK 1 OF LAKEVIEW ADDITION CONVEYANCE PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 202500244736 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET IN THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF MAIN STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING IN THE WEST LINE OF LOT 1, BLOCK A OF 4 SQUARE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 2001001, PAGE 127 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, ALSO BEING THE SOUTH CORNER HEREOF;

THENCE, ALONG THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, BEING THE COMMON SOUTHWEST LINE OF SAID LOT 6 AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,015.68 FEET, A CHORD BEARING OF N35°58'01"W, A CHORD LENGTH OF 343.12 FEET, A DELTA ANGLE OF 09°45'54", AN ARC LENGTH OF 343.53 FEET TO A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 1, BEING THE WEST CORNER OF SAID LOT 6;

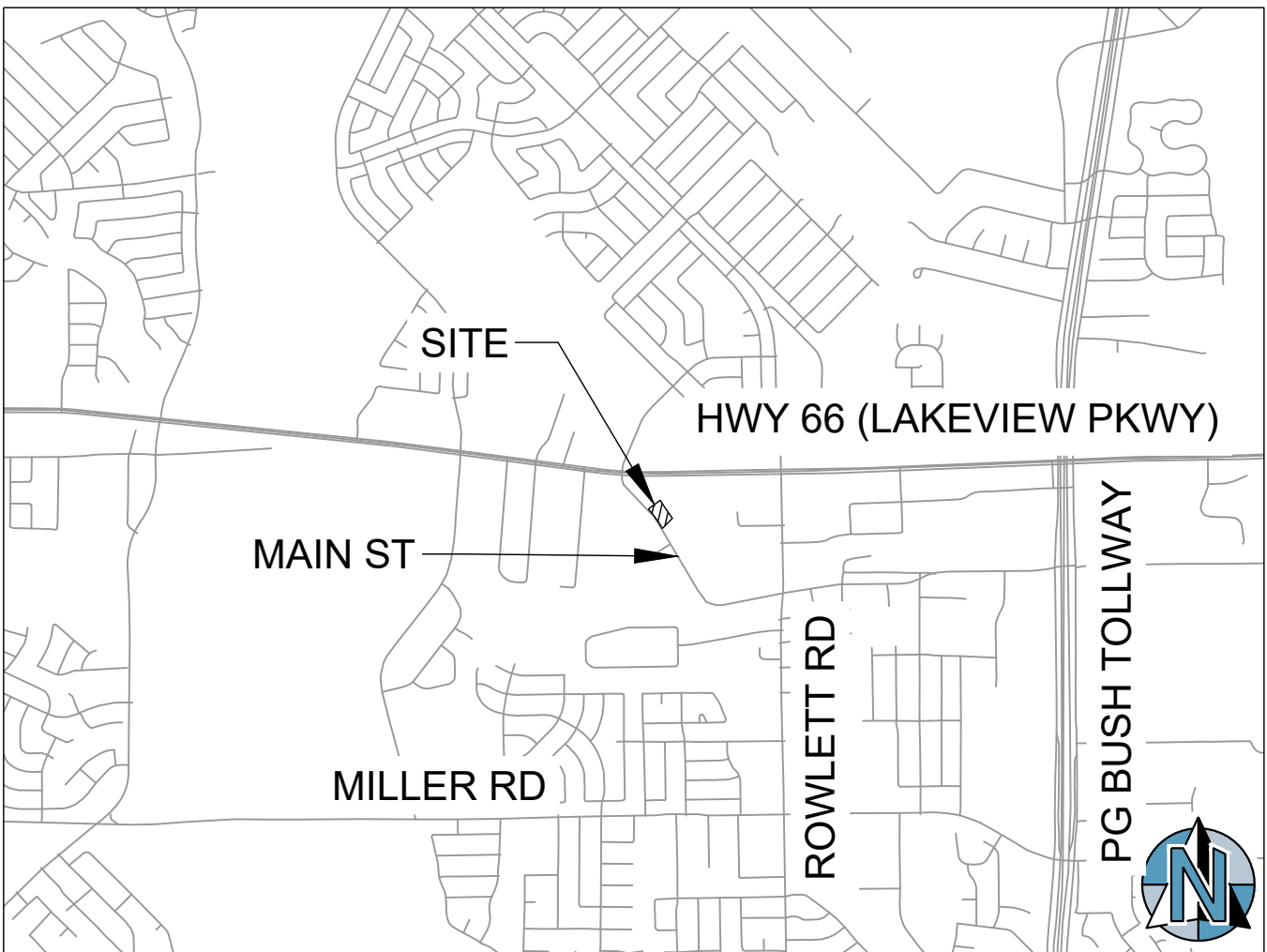
THENCE, N55°09'03"E, LEAVING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHWEST LINE OF SAID LOT 6, A DISTANCE OF 198.24 FEET TO A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE NORTH CORNER OF SAID LOT 6;

THENCE, S41°46'03"E, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHEAST LIEN OF SAID LOT 6, A DISTANCE OF 76.95 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERLY NORTHWEST CORNER OF SAID LOT 1;

THENCE, S34°12'23"E, ALONG THE WEST LINE OF SAID LOT 1, BEING THE COMMON NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 228.82 FEET TO A 5/8 INCH IRON ROD FOUND AT THE EAST CORNER OF SAID LOT 6;

THENCE, S44°20'23"W, CONTINUING ALONG THE WEST LINE OF SAID LOT 1, BEING THE COMMON SOUTHEAST LINE OF SAID LOT 6, A DISTANCE OF 201.83 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 1.47 ACRES (63,868 SQUARE FEET) OF LAND, MORE OR LESS.

Patrick M. Wilson
12-10-2025



VICINITY MAP
NOT TO SCALE

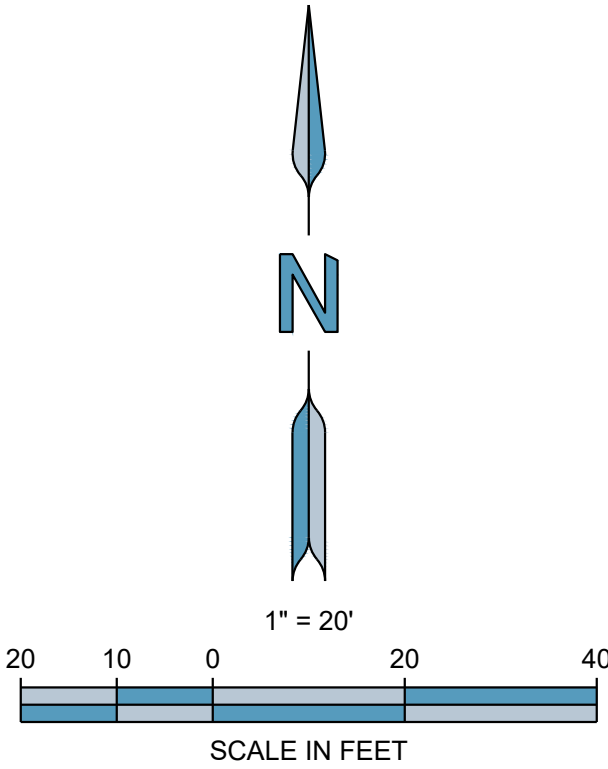
LEGEND	
	PROPERTY LINE/ZONING BOUNDARY
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
IRF	IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"

SITE AREA	
EXISTING GROSS SITE AREA:	1.47 AC.
EXISTING NET SITE AREA:	1.47 AC.
PROPOSED GROSS SITE AREA:	1.47 AC.
PROPOSED NET SITE AREA:	1.47 AC.

EXHIBIT C - EXISTING
SITE CONDITIONS

FOR
CALIBER COLLISION ROWLETT
1.47 ACRES OF LAND OUT OF LOT 6, BLOCK 1, LAKEVIEW ADDITION
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

SUBMITTED: 09 JANUARY 2026



12-10-2025

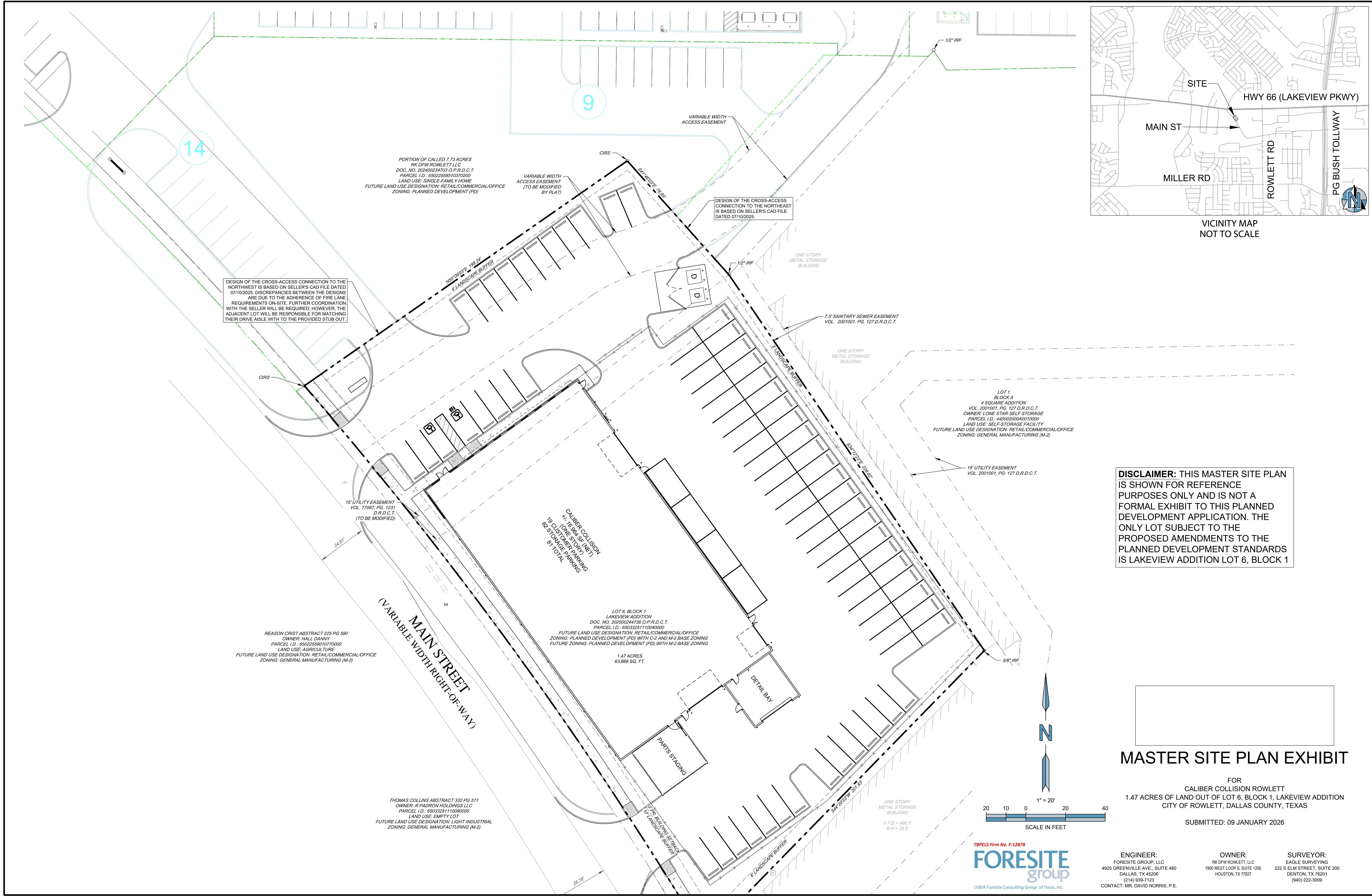
FORESITE
group

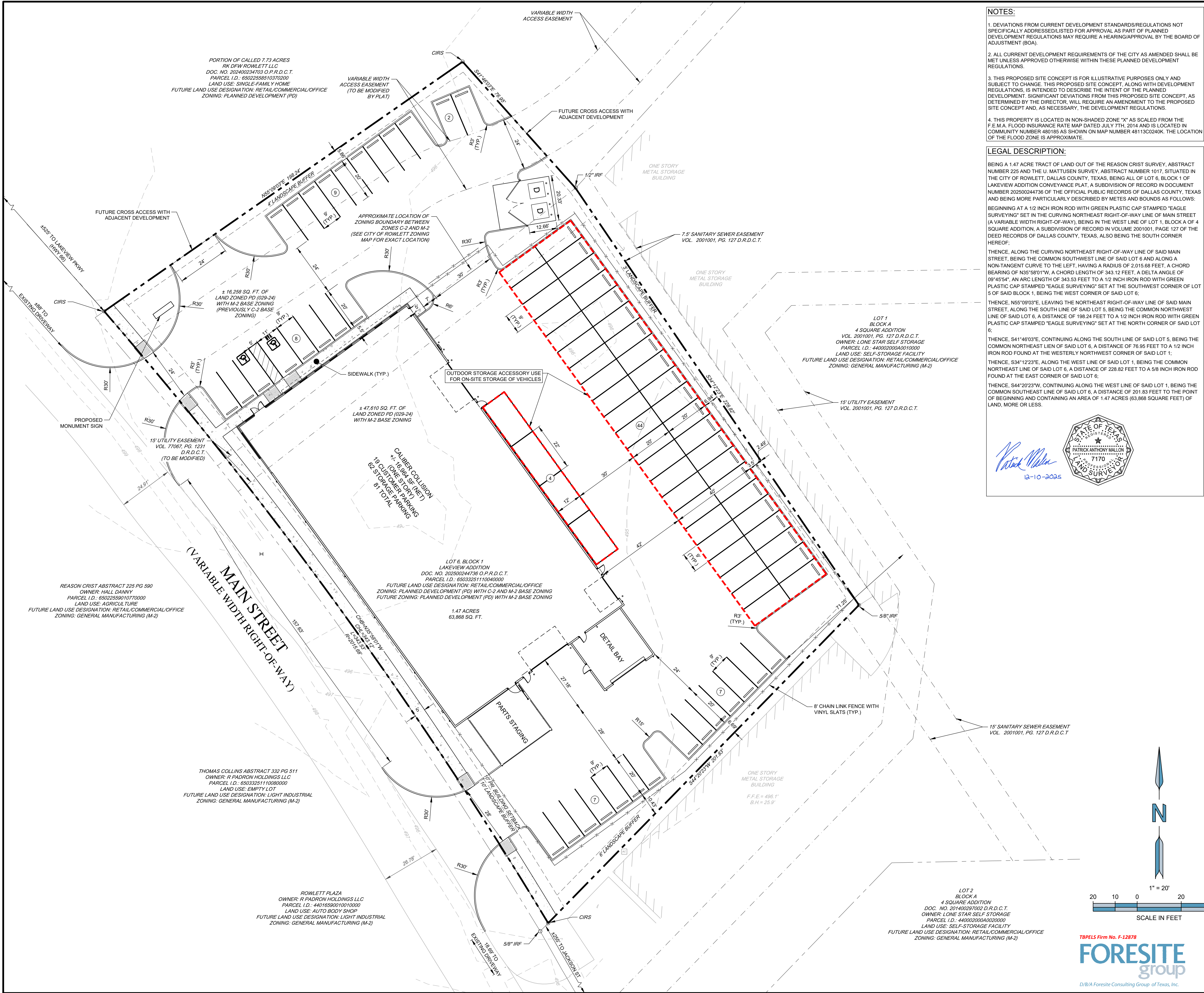
D/B/A Foresite Consulting Group of Texas, Inc.

ENGINEER:
FORESITE GROUP, LLC
4925 GREENVILLE AVE., SUITE 480
DALLAS, TX 75206
(214) 959-1123
CONTACT: MR. DAVID NORRIS, P.E.

OWNER:
RK DFW ROWLETT, LLC
1900 WEST LOOP S, SUITE 1250
HOUSTON, TX 77027

SURVEYOR:
EAGLE SURVEYING
222 S ELM STREET, SUITE 200
DENTON, TX 76201
(940) 222-3009





NOTES:

1. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).

2. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT REGULATIONS.

3. THIS PROPOSED SITE CONCEPT IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS PROPOSED SITE CONCEPT, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS PROPOSED SITE CONCEPT, AS DETERMINED BY THE DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE PROPOSED SITE CONCEPT AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

4. THIS PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JULY 7TH, 2014 AND IS LOCATED IN COMMUNITY NUMBER 480185 AS SHOWN ON MAP NUMBER 48113C0240K. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE.

LEGAL DESCRIPTION:

BEING A 1.47 ACRE TRACT OF LAND OUT OF THE REASON CRIST SURVEY, ABSTRACT NUMBER 225 AND THE U. MATTUSEN SURVEY, ABSTRACT NUMBER 1017, SITUATED IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, BEING ALL OF LOT 6, BLOCK 1 OF LAKEVIEW ADDITION CONVEYANCE PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 20250044736 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET IN THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF MAIN STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING IN THE WEST LINE OF LOT 1, BLOCK A OF 4 SQUARE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 2001001, PAGE 127 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, ALSO BEING THE SOUTH CORNER HEREOF:

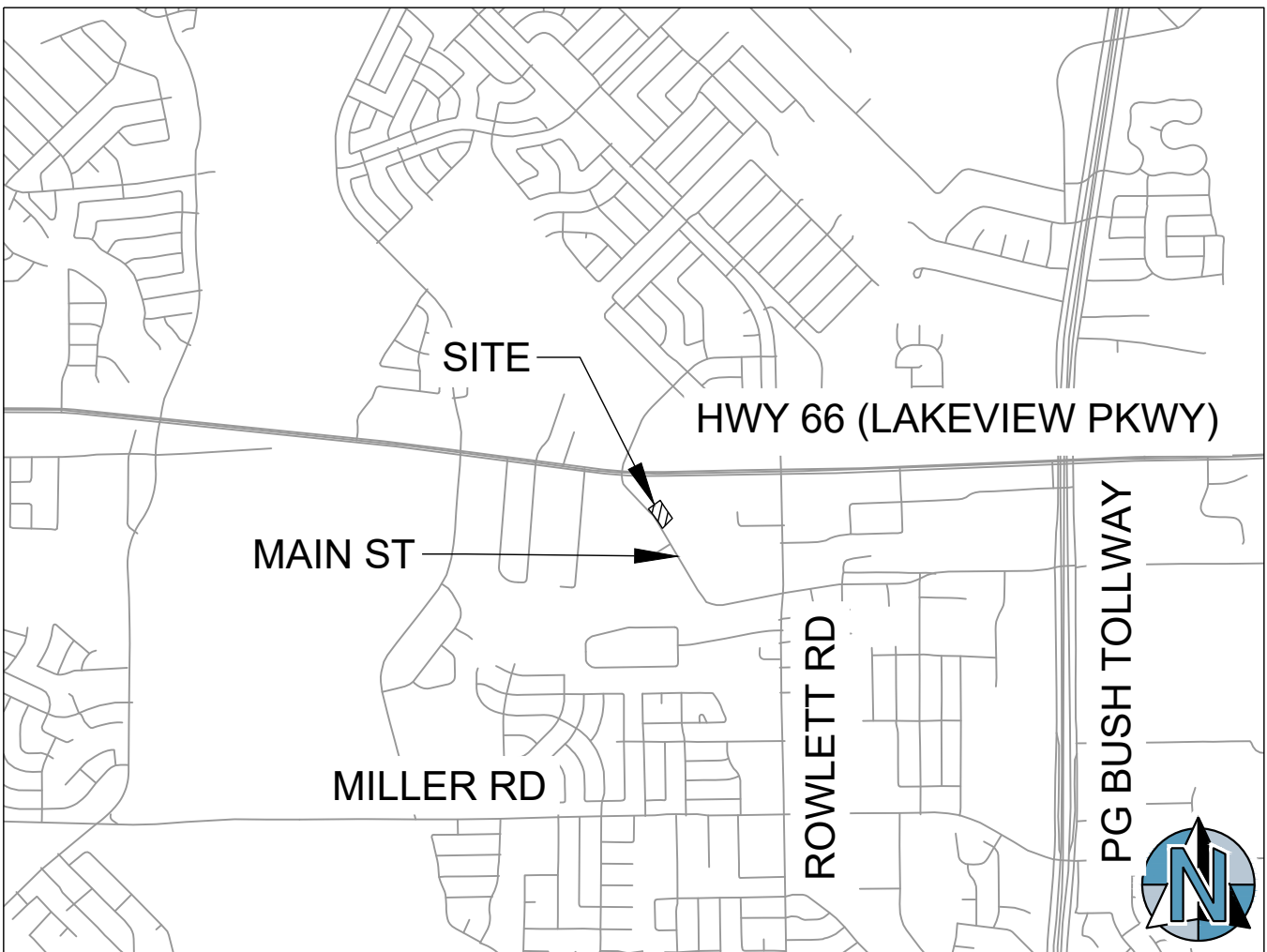
THENCE, ALONG THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, BEING THE COMMON SOUTHWEST LINE OF SAID LOT 6 AND ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,015.68 FEET, A CHORD BEARING OF N35°58'01"W, A CHORD LENGTH OF 343.12 FEET, A DELTA ANGLE OF 09°45'54", AN ARC LENGTH OF 343.53 FEET TO A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 1, BEING THE WEST CORNER OF SAID LOT 6;

THENCE, N55°09'03"E, LEAVING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHWEST LINE OF SAID LOT 6, A DISTANCE OF 198.24 FEET TO A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE NORTH CORNER OF SAID LOT 6;

THENCE, S41°46'03"E, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHEAST LIEN OF SAID LOT 6, A DISTANCE OF 78.95 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERLY NORTHWEST CORNER OF SAID LOT 1;

THENCE, S34°12'23"E, ALONG THE WEST LINE OF SAID LOT 1, BEING THE COMMON NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 228.82 FEET TO A 5/8 INCH IRON ROD FOUND AT THE EAST CORNER OF SAID LOT 6;

THENCE, S44°20'23"W, CONTINUING ALONG THE WEST LINE OF SAID LOT 1, BEING THE COMMON SOUTHEAST LINE OF SAID LOT 6, A DISTANCE OF 201.83 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 1.47 ACRES (63,888 SQUARE FEET) OF LAND, MORE OR LESS.



VICINITY MAP
NOT TO SCALE

LEGEND	
	PROPERTY LINE
	8' CHAIN LINK FENCE WITH VINYL SLATS
	SIDEWALK CONCRETE PAVING
<i>D.R.D.C.T.</i>	<i>DEED RECORDS DALLAS COUNTY TEXAS</i>
<i>O.P.R.D.C.T.</i>	<i>OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS</i>
<i>IRF</i>	<i>IRON ROD FOUND</i>
<i>CIRS</i>	<i>1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"</i>

PROJECT SITE DATA	
GENERAL	
PROJECT NAME:	CALIBER COLLISION ROWLETT
PROPOSED USE:	AUTOMOBILE REPAIR FACILITY
EX FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
PR FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
EXISTING ZONING DISTRICT:	PD 029-24 WITH C-2 AND M-2 BASE ZONINGS
PROPOSED ZONING DISTRICT:	PD 029-24 WITH M-2 BASE ZONING
APPLICABLE OVERLAYS:	N/A
APPRAISAL DISTRICT NUMBER:	65033251110040000
BUILDING	
TOTAL GROSS INTENSITY (FAR):	0.266 : 1
BUILDING TOTAL SQUARE FOOTAGE:	+/- 16,964 S.F.
COMMERCIAL AREA:	OFFICE: +/- 2,021 S.F. HEAVY VEHICLE REPAIR: +/- 14,696 S.F.
BUILDING HEIGHT:	26 FT
OVERALL SITE	
GROSS SITE AREA:	1.47 AC.
SITE FRONTAGE:	343.53 FT
SITE WIDTH:	343.53 FT
SITE DEPTH:	198.24 FT
IMPERVIOUS SURFACE AREA:	(86%) 1.26 AC.
PERVIOUS SURFACE AREA:	(14%) 0.21 AC.
ACCESSORY USE % (OUTDOOR STORAGE):	(14%) 0.21 AC.
OPEN SPACE:	(14%) 0.21 AC.
DETENTION/RETENTION:	(0%) 0 AC.
RECREATION:	(0%) 0 AC.
PRESERVE:	(0%) 0 AC.
CIVIC:	(0%) 0 AC.
OTHER:	(0%) 0 AC.

SITE SETBACKS		
	REQUIRED	PROPOSED
LANDSCAPE BUFFER -	FRONT: 15 FT	10 FT
	SIDE: 6 FT	4 FT/6 FT
	REAR: 6 FT	3 FT
BUILDING SETBACK -	FRONT: 50 FT	10 FT

SITE PARKING				
BUILDING SPACE	BUILDING AREA	PARKING RATIO	REQUIRED PARKING	PROVIDED PARKING
OFFICE	+/- 2,021 S.F.	1 SPACE PER 300 SF	7 SPACES	19 SPACES
HEAVY VEHICLE REPAIR	+/- 14,696 S.F.	4 SPACES PER SERVICE BAY	16 SPACES	62 SPACES

EXHIBIT E - PROPOSED SITE CONCEPT

FOR
CALIBER COLLISION ROWLETT
1.47 ACRES OF LAND OUT OF LOT 6, BLOCK 1, LAKEVIEW ADDITION
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

SUBMITTED: 09 JANUARY 2026

TBPELS Firm No. F-12878

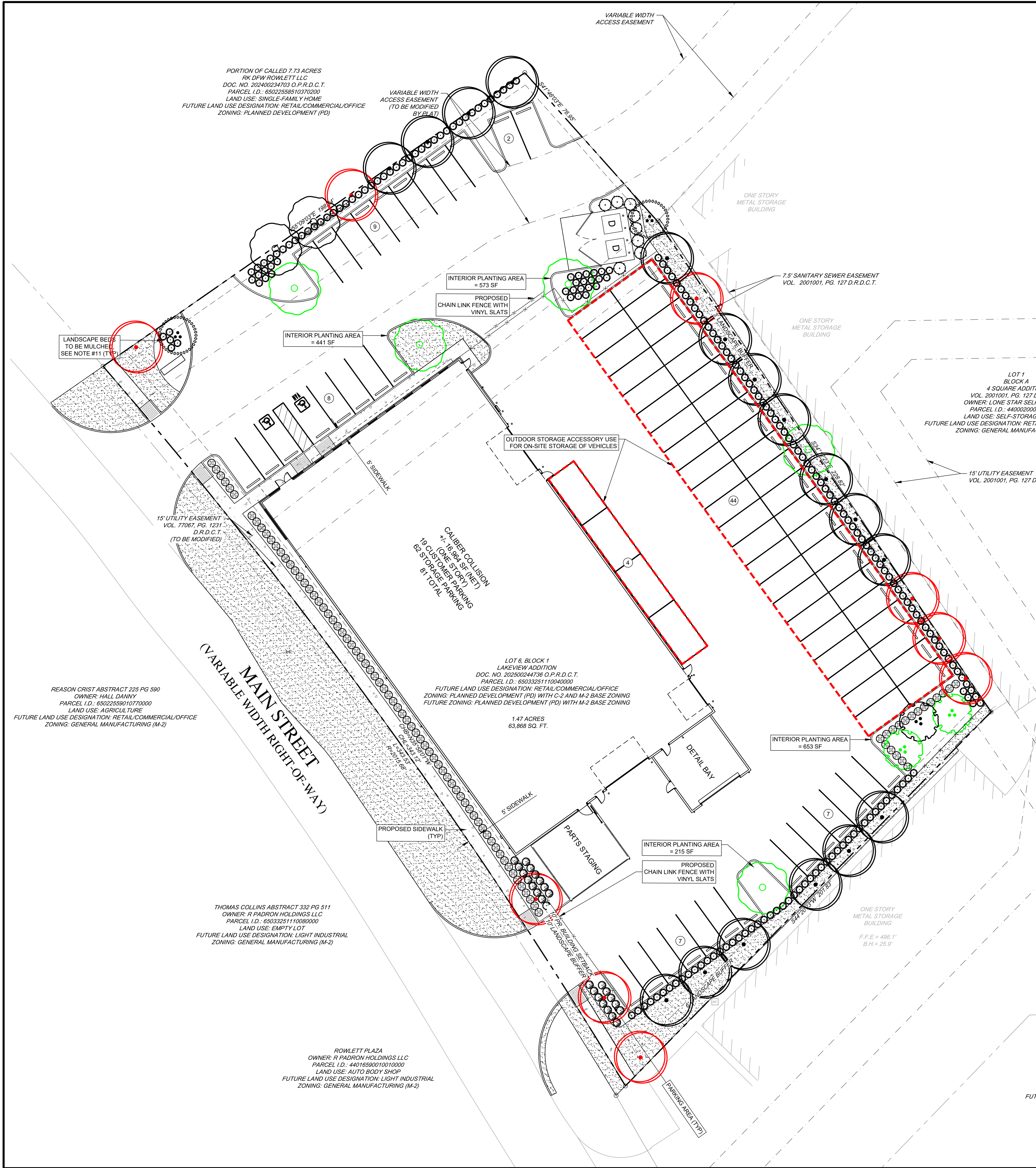
FORESITE
group

D/B/A Foresite Consulting Group of Texas, Inc.

ENGINEER:
FORESITE GROUP, LLC
4925 GREENVILLE AVE., SUITE 480
DALLAS, TX 75206
(214) 959-1123
CONTACT: MR. DAVID NORRIS, P.E.

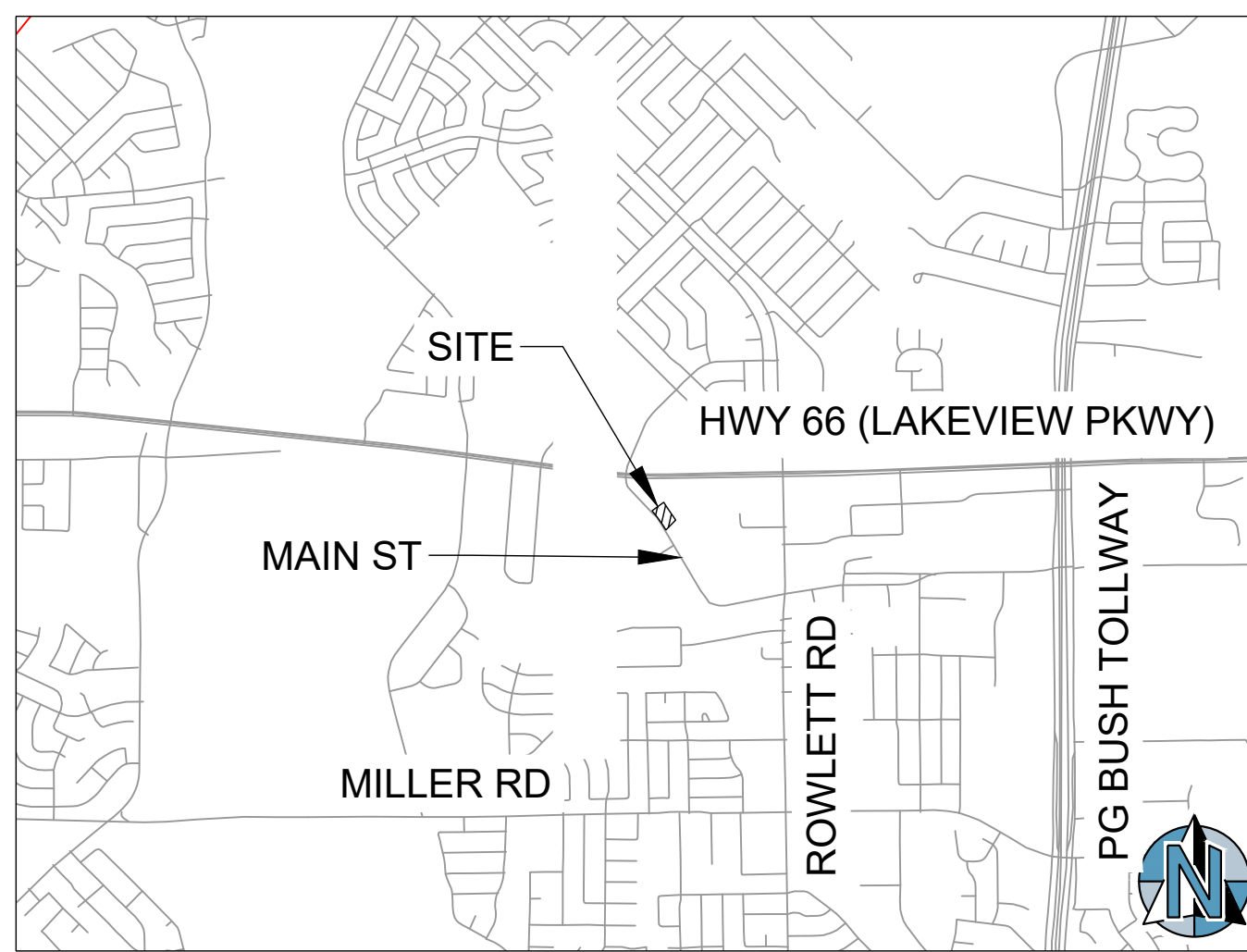
OWNER:
RK DFW ROWLETT, LLC
1900 WEST LOOP S, SUITE 1250
HOUSTON, TX 77027

SURVEYOR:
EAGLE SURVEYING
222 S ELM STREET, SUITE 200
DENTON, TX 76201
(940) 222-3009



GENERAL LANDSCAPE NOTES:

- WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE, HEALTHY, AND IN THRIVING CONDITION FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.
- PLANTS SHALL MEET DOT SPECIFICATIONS AND AMERICAN STANDARD FOR NURSERY STOCK STANDARDS.
- PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED WHEN IN LEAF.
- HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
- SHADE TREES SHALL BE STRAIGHT UNLESS OTHERWISE SPECIFIED.
- PLANTS SHALL BE SUBJECT TO REVIEW BY OWNER'S REPRESENTATIVE. OWNER'S REPRESENTATIVE SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
- PLANTING PLANS INDICATE DIAGRAMMATIC LOCATIONS ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND RELOCATION OF PLANT MATERIAL INSTALLED PRIOR TO OWNER REPRESENTATIVE'S APPROVAL SHALL BE DONE WITHOUT PENALTY OR ADDITIONAL COST TO OWNER. STAKE PLANT LOCATIONS AT SITE AND OBTAIN OWNER REPRESENTATIVE'S APPROVAL PRIOR TO PLANT INSTALLATION.
- PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
- BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE DIGGING. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE OF UTILITY LINES.
- PROVIDE SHOVEL-CUT TRENCH AT SHRUB BEDS IN LAWN AREAS UNLESS OTHERWISE NOTED.
- PROVIDE 3" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. MULCH MUST BE 3" THICK AT TIME OF FINAL WALK-THROUGH. MULCH IN GROUNDCOVER, SHRUB, AND TREE PLANTING BEDS SHALL BE ROCK MULCH UNLESS OTHERWISE NOTED. ROCK MULCH TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
- MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE.
- CONTRACTOR'S PRICES SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, I.E. MULCH, PLANTING, SOIL MIX, WOOD AND WIRE STAKING MATERIAL, ETC.
- QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE OWNER'S REPRESENTATIVE ASSUMES NO LIABILITY FOR OMISSION OR ERRORS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.
- WHERE LANDSCAPING AREAS ADJOIN GRASSED RIGHTS-OF-WAY, SUCH AREAS SHALL BE CONSIDERED PART OF THE LANDSCAPED AREA FOR PURPOSES OF MAINTENANCE. AS OF COMPLETION OF SITE IMPROVEMENTS, THE PROPERTY OWNER SHALL HAVE AN IMPLIED EASEMENT OF THE RIGHT-OF-WAY EXTENDING FROM THE SITE TO THE ROAD PAVEMENT IN ORDER TO COMPLETE THE REQUIRED MAINTENANCE.
- CONTRACTOR TO DESIGN-BUILD IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF NEW PLANT MATERIAL. IRRIGATION HEADS TO BE INSTALLED FLUSH WITH GRADE.



VICINITY MAP
NOT TO SCALE

PROJECT SITE DATA	
GENERAL	CALIBER COLLISION ROWLETT
PROJECT NAME:	CAULDER COLLISION ROWLETT
PROPOSED USE:	RETAIL/COMMERCIAL/OFFICE
EX FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
PR FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
EXISTING ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
PROPOSED ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
APPLICABLE OVERLAYS:	N/A
APPRaisal DISTRICT NUMBER:	6503325110040000
BUILDING	
TOTAL GROSS INTENSITY (FAR):	0.266 : 1
BUILDING TOTAL SQUARE FOOTAGE:	+/- 16,964 S.F.
COMMERCIAL AREA:	OFFICE: +/- 2,021 S.F.
	HEAVY VEHICLE REPAIR: +/- 14,696 S.F.
BUILDING HEIGHT:	26 FT
OVERALL SITE	
GROSS SITE AREA:	1.47 AC.
SITE FRONTAGE:	343.53 FT
SITE WIDTH:	343.53 FT
SITE DEPTH:	198.24 FT
IMPERVIOUS SURFACE AREA:	(85%) 1.25 AC.
PERVIOUS SURFACE AREA:	(15%) 0.22 AC.
ACCESSORY USE % (OUTDOOR STORAGE):	(12.2%) 0.18 AC.
OPEN SPACE:	(15%) 0.22 AC.
DETENTION/RETENTION:	(0%) 0 AC.
RECREATION:	(0%) 0 AC.
PRESERVE:	(0%) 0 AC.
CIVIC:	(0%) 0 AC.
OTHER:	(0%) 0 AC.

SITE SETBACKS	
LANDSCAPE BUFFER -	FRONT: 15 FT SIDE: 6 FT REAR: 6 FT
BUILDING SETBACK -	FRONT: 10 FT SIDE: 4 FT/6 FT REAR: 3 FT

SITE PARKING	
BUILDING SPACE	BUILDING AREA
OFFICE	+/- 2,021 S.F.
HEAVY VEHICLE REPAIR	+/- 14,696 S.F.
PARKING RATIO	1 SPACE PER 300 SF
REQUIRED PARKING	7 SPACES
PROVIDED PARKING	19 SPACES

LEGEND	
---	PROPERTY LINE
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
(Red Circle)	SEC. 77.504 - PERIMETER BUFFER - TREE (SOUTH BUFFER, WITH ALTERNATE LOCATIONS DUE TO LIMITED SPACE WITHIN FRONTAGE)
(Green Circle)	SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS - TREE

PLANT SCHEDULE						
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
	3	CERCIS CANADENSIS TEXENSIS 'OKLAHOMA' / OKLAHOMA TEXAS REDBUD ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.	
	2	PRUNUS MEXICANA / MEXICAN PLUM ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.	
	26	QUERCUS SHUMARDII / SHUMARD RED OAK CANOPY	B & B	3" CAL	12' HT. MIN.	
	7	ULMUS CRASSIFOLIA / CEDAR ELM CANOPY	B & B	3" CAL	12' HT. MIN.	
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	POINTS	SPACING
SHRUBS						
	26	ILEX VOMITORIA 'NANA' / DWARF YAUPOIN HOLLY	7 GAL	24" HT. MIN.		36" o.c.
	8	ILEX X 'CONAF' / OAK LEAF™ HOLLY	7 GAL	24" HT. MIN.		60" o.c.
	88	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE	3 GAL	24" HT. MIN.		36" o.c.
	199	MYRTICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE	3 GAL	24" HT. MIN.		36" o.c.
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	POINTS	SPACING
SOD/SEED						
	9,220 SF	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD			

LANDSCAPE REQUIREMENTS

SEC. 77.504 - PERIMETER BUFFER (SEE CALCULATIONS IN "BUFFER AREAS" TABLE BELOW)
RIGHT OF WAY BUFFER = 1 TREE / 35 LF + 10 SHRUB / 30 LF (SOME ALTERNATE LOCATIONS DUE TO LIMITED SPACE WITHIN FRONTAGE)
COMPATIBILITY BUFFER = 1 TREE / 50 LF + 10 SHRUB / 30 LF
INCOMPATIBILITY BUFFER = 1 TREE / 35 LF + 10 SHRUB / 30 LF
ACCESSWAYS NOT INCLUDED IN LINEAL BOUNDARY MEASUREMENTS.

LOCATION		NORTH		SOUTH		EAST		WEST	
ZONING		M-2 (GENERAL MANUFACTURING)		R.O.W. (MAIN STREET)		M-2 (GENERAL MANUFACTURING)		PD (PLANNED DEVELOPMENT)	
BUFFER TYPE		COMPATIBILITY		COMPATIBILITY		COMPATIBILITY		COMPATIBILITY	
BOUNDARY LENGTH TOTAL LINEAL FEET		100		100		100		100	
ACCESSWAYS LINEAL FEET		20		20		20		20	
BOUNDARY LENGTH w/o ACCESSWAYS LINEAL FEET		80		80		80		80	
CANOPY TREES (REQ. / PROP.)		1/18		1/18		1/18		1/18	
UNDERSTORY/ORNAMENTAL TREES (REQ. / PROP.)		0/18		NOT PERMITTED		0/18		0/18	
SHRUBS (REQ. / PROP.)		34/184		34/184		34/184		34/184	

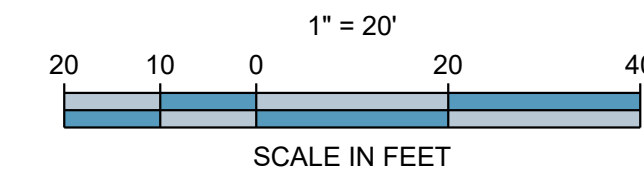
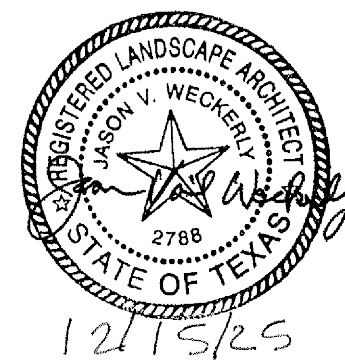
SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS
TOTAL PARKING AREA = 33,048 SF
5% OF TOTAL PARKING AREA SHALL BE DEVOTED TO LIVING LANDSCAPE.
LIVING LANDSCAPE INCLUDES GRASS, GROUNDCOVERS, SHRUBS, TREES.
1 TREE / PARKING ISLAND.
1 TREE / 400 SF OF LIVING LANDSCAPING. IN ADDITION TO PARKING LOT ISLAND TREES, 75% TO BE CANOPY TREES.
33,048 SF X 5 % = 1,652 SF OF LIVING LANDSCAPE REQUIRED
1,667 SF OF LIVING LANDSCAPE PROPOSED
1 TREE X 7 ISLANDS = 7 PARKING ISLAND TREES REQUIRED
7 PARKING ISLAND TREES PROPOSED
1,632 SF / 400 SF = 5 LIVING LANDSCAPE TREES REQUIRED
5 LIVING LANDSCAPE TREES PROPOSED (4 CANOPY TREES + 3 ORNAMENTAL TREES)



EXHIBIT F - LANDSCAPE
PLAN

FOR
CALIBER COLLISION ROWLETT
1.47 ACRES OF LAND OUT OF LOT 6, BLOCK 1, LAKEVIEW ADDITION
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

SUBMITTED: 09 JANUARY 2026

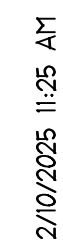


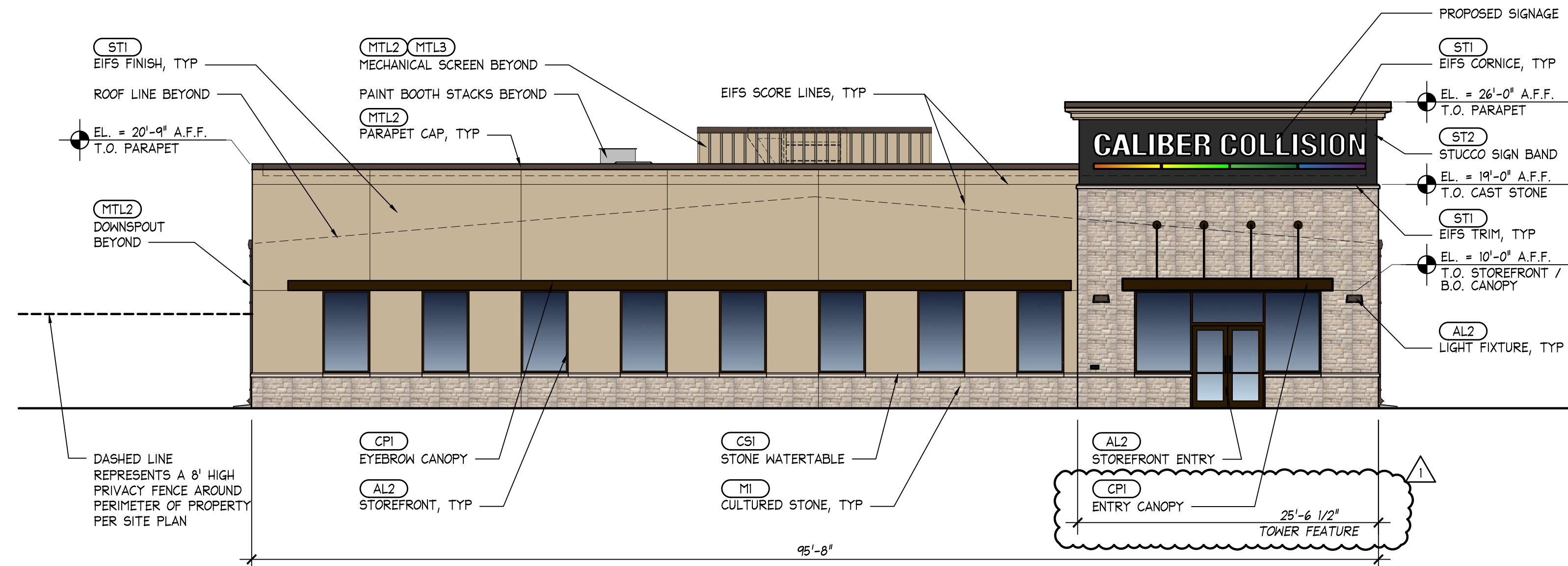
BPBLS Firm No. F-12878
FORESITE
group
D/B/A Foresite Consulting Group of Texas, Inc.

ENGINEER:
FORESITE GROUP, LLC
4925 GREENVILLE AVE., SUITE 480
DALLAS, TX 75206
(214) 939-1123
CONTACT: MR. DAVID NORRIS, P.E.

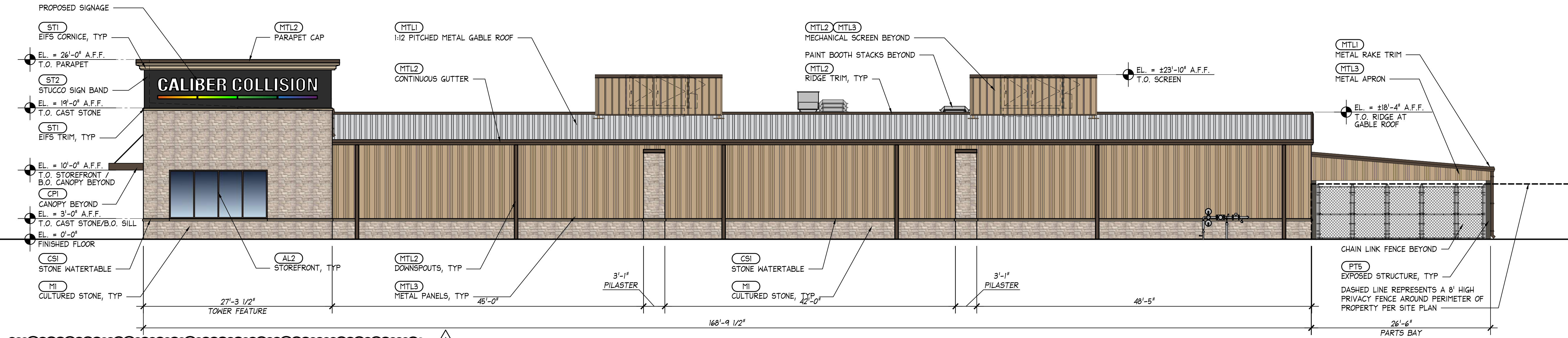
OWNER:
RK DFW ROWLETT, LLC
1900 WEST LOOP S, SUITE 1250
HOUSTON, TX 77027

SURVEYOR:
EAGLE SURVEYING
222 S ELM STREET, SUITE 200
DENTON, TX 76201
(940) 222-3009





1 NORTH ELEVATION (PRIVATE DRIVE)
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION (MAIN STREET)
SCALE: 1/8" = 1'-0"

NOTE: BUILDING SEGMENTS WERE CREATED THROUGH STRATEGICALLY PLACED ARCHITECTURAL FEATURES IN THE FORM OF PILASTERS. THE COLOR CONTRAST AND UNIFORM PLACEMENT OF THE PILASTERS PROVIDE AN ARCHITECTURAL VISUAL BREAK IN THIS FACADE

EXTERIOR FINISH SCHEDULE

FINISH KEY	DESCRIPTION	LOCATION	MANUFACTURER	PRODUCT COLOR	IDENTIFICATION / FINISH	CONTACT
AL2	STOREFRONT SYSTEM	OFFICE EXTERIOR	KAWNEER OR APPROVED EQUAL	DARK ANODIZED BRONZE	2" X 4-1/2" ALUMINUM FRAME	
CSI	SILL / WATERTABLE	OFFICE EXTERIOR	CORONADO STONE OR EL DORADO STONE	CORONADO - OFF WHITE EL DORADO - BUCKSKIN	REFER TO SPECS-047300	
CPI	CUSTOM CANOPY	LOBBY ENTRANCE	ARCHITECTURAL FABRICATORS	DARK BRONZE	HELIOS 399 X 446	ARCH. FABRICATORS 1-800-962-8027
GR2	EXTERIOR MASONRY MORTAR	STONE VENEER	SGS-SOLOMON COLORS INC.	10X BUFF	TYPE S MORTAR	BART SNOWDEN 214-794-9159
MI	MANUFACTURED STONE VENEER	EXTERIOR FACADE	EL DORADO OR LISTED ALT	EL DORADO - CASA BLANCA	EL DORADO OR LISTED ALT REFER TO SPECS-047300	KATHY MANNON KMANNON@WESTLAKE.COM
PT3	EXTERIOR PAINT	EXTERIOR DOOR PAINT	SHERWIN WILLIAMS	NOMADIC DESERT	SW 6107	BRETT C. HUCKLEBURY 214-728-6666
PT5	EXTERIOR PAINT	EXTERIOR EXPOSED STEEL	SHERWIN WILLIAMS	URBANE BRONZE	SW 7048-EXTERIOR LOW SHEEN-UDB	BRETT C. HUCKLEBURY 214-728-6666
PT11	EXTERIOR PAINT	SIGNBAND, AND DUMPSTER ENCL. INTERIOR	SHERWIN WILLIAMS	TRICORN BLACK (EGGSHELL FINISH)	SW 6258	BRETT C. HUCKLEBURY 214-728-6666
ST1	EIFS	EXTERIOR FACADE	DRYVIT	CUSTOM INTEGRAL COLOR - MATCH SW 6107 NOMADIC DESERT	SHEEN: EGGSHELL TEXTURE: SAND PEBBLE w/MID BASE	
ST2	STUCCO	EXTERIOR SIGNBAND WALL	DRYVIT	CUSTOM INTEGRAL COLOR - MATCH SW 6258 TRICORN BLACK	SHEEN: EGGSHELL TEXTURE: SAND PEBBLE	
MTL1	MTL ROOFING	SHOP ROOF / OFFICE ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SRI:86)	24G BATTEN LOCK	METAL BLDG SUPPLIER
MTL2	GUTTERS, DOWNSPOUTS, RAKES & PARAPET WALL CAPS	EXTERIOR	MESCO BLDG SOLUTIONS	BURNISHED SLATE	26G	METAL BLDG SUPPLIER
MTL3	PBR PANELS AND TRIM	SHOP EXTERIOR SIDING, ROOF SCREENS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL4	PBR PANELS AND TRIM	REAR SIDE OF PARAPETS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL5	MTL ROOFING	WASH/PARTS BAY ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SRI:86)	26G PBR AT SHOP ROOF	METAL BLDG SUPPLIER

MATERIAL BOARD

MANUFACTURED STONE VENEER	PAINT/EIFS/STUCCO/METAL COLORS
STONE VENEER	
SILL / WATERTABLE	
MISCELLANEOUS COLORS	
CUSTOM CANOPY	
ALUMINUM STOREFRONT LIGHT FIXTURES	
NOTE: COLOR SAMPLES ARE INTENDED TO REPRESENT AS CLOSELY AS POSSIBLE THE PARTICULAR NAMED COLOR REFERENCED ON THE EXTERIOR FINISH SCHEDULE ON THIS SHEET.	
ACTUAL COLOR APPEARANCE MAY VARY BASED ON GLOSS, TEXTURE, SIZE & SHAPE OF AREA, ETC. G.C. SHALL PROVIDE ACTUAL PAINT APPLICATIONS FOR APPROVAL PRIOR TO COMMENCEMENT OF PAINT / FINISHING WORKS	
MTL1 CUSTOM CANOPY	MTL1 METAL ROOFING
AL2 ALUMINUM STOREFRONT LIGHT FIXTURES	MTL2 GUTTERS, DOWNSPOUTS, RAKES, & PARAPET WALL CAPS
MTL3 PBR PANELS AND TRIM AT SHOP EXTERIOR AND ROOF SCREENS	MTL4 PBR PANELS AND TRIM AT REAR SIDE OF PARAPETS

CODE OF ORDINANCES - SECTION 77-507

- C.1 FACADE PLAN REQUIRED**
- (a) COMPLY. SHEET A1.0 SHOWS THE APPLICABLE FLOOR PLAN VIEW. SHEET(S) A2.0A AND A2.0B SHOW THE APPLICABLE ELEVATION VIEWS AS REQUESTED
- (b) COMPLY. SHEET(S) A2.0A AND A2.0B PROVIDE AN EXTERIOR FINISH SCHEDULE AND MATERIAL LEGEND LISTING ALL MATERIAL TYPES, FINISH AND COLORS FOR ALL EXTERIOR ELEMENTS AS REQUESTED
- C.2 BUILDING MATERIALS**
- MATERIAL CALCULATIONS NO LONGER APPLICABLE.
- C.3 BUILDING ORIENTATION**
- (a)(3) COMPLY. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
- (a)(4) COMPLY. ALL FUNCTIONS NOT DIRECTLY SERVING THE PUBLIC ARE LOCATED BEHIND A 8 FOOT HIGH PRIVACY FENCE. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
- C.4(b)(1) WALL ARTICULATION - COMPLY**
- (1) STREET FACING FACADE(S) PROVIDE A CHANGE IN TEXTURE, AND MATERIAL AT STONE, STUCCO AND ARCHITECTURAL METAL PANELING WHERE APPLICABLE AT NO SPECIFIC LENGTH
- (v) STREET FACING FACADE(S) PROVIDE A HORIZONTAL AND VERTICAL BREAK AT STONE CONDITION AT NO SPECIFIC LENGTH
- C.4(c) ENTRANCES - COMPLY**
- (1) STREET FACING FACADES ARE PROVIDED WITH CANOPIES
- (3) STREET FACING FACADE(S) ARE PROVIDED WITH RECESSES OR PROJECTIONS AT ENTRY TOWER
- (9) STREET FACING FACADE(S) ARE PROVIDED WITH ARCHITECTURAL MOLDINGS INTEGRATED INTO THE BUILDING DESIGN VIA PARAPET MOLDINGS
- C.4(d) HEIGHT TRANSITIONS - COMPLY**
- C.4(e) ROOFS - COMPLY.**
- (1)(b) A PARAPET WALL WITH AT LEAST ONE CHANGE IN HEIGHT IS UTILIZED TO CONCEAL THE FLAT ROOF OVER THE OFFICE. THE REMAINDER OF THE ROOF OVER THE SHOP AREA IS A GABLE TYPE AND COMPLIES WITH A SLOPE NOT TO EXCEED 8:12 (PER (1)(a)).
- (1)(d) ALL ROOFTOP EQUIPMENT IS SCREENED FROM PUBLIC VIEW VIA A SEPARATE SCREEN WALL AS DEPICTED ON THE PROPOSED ROOF PLAN AND EXTERIOR ELEVATIONS.
- C.4(f) GROUND FLOOR TREATMENT - COMPLY**
- C.4(g) FOUR-SIDED DESIGN - COMPLY.** THE TWO STREET FACING FACADE(S) PROVIDE SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL INTEREST WITH SIMILAR VARIETIES OF MATERIALS, TRIM AND HORIZONTAL AND VERTICAL ARTICULATION WITH THE VARIOUS GLAZING, TRIM, STONE, STUCCO AND ARCHITECTURAL PANELING PROVIDED.
- C.4(j) MULTIPLE BUILDINGS IN COMMERCIAL CENTERS - COMPLY.** THE MATERIAL AND COLOR SCHEME OF THE PROPOSED PROJECT IS COMPATIBLE WITH OVERALL DEVELOPMENT PER THE EXTERIOR ELEVATION MATERIAL EXHIBIT PROVIDED AS PART OF THE ORD-029-24 DOCUMENTS.
- SCREENING**
- DUMPSTER ENCLOSURE WILL BE SPLIT-FACED MASONRY CONSTRUCTION PAINTED TO MATCH THE BUILDING FACADE. REFER TO SHEET A1.1 FOR ADDITIONAL INFORMATION
- ROOF MOUNTED MECHANICAL EQUIPMENT WILL BE HIDDEN FROM PUBLIC VIEW UTILIZING SCREEN WALLS CONSISTENT OF ARCHITECTURAL METAL PANELING TO MATCH THE BUILDING FACADE
- ROAD SIGN**
- PLEASE REFER TO THE CIVIL SITE PLAN FOR PROPOSED LOCATION AND THE SIGN PACKET FOR DESIGN INFORMATION

EXHIBIT G

FWH Architects

3336 Grand Blvd. Suite 201
Holiday, Florida 34690
Ph. 727. 815. 3336
FABER@FWHARCHITECTS.COM

OWNER:
RK DFW ROWLETT, LLC
1900 WEST LOOP S. SUITE 1250
HOUSTON, TX 77027

TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS AND ENGINEERS, SAID PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER
TX License No. 16967
seal

REVISIONS PER DEVELOPMENT REVIEW COMMENTS	no.	date	revision descriptions
12/12/25			

CALIBER COLLISION

2801 MAIN STREET
ROWLETT, ROCKWALL COUNTY, TX 75088

A 1.56 ACRE TRACT OF OUT REASON CRIST SURVEY, ABSTRACT NO. 225 AND THE U. MATTHEW SURVEY, ABSTRACT NO. 1017.
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

11.03.25
date

25011
comm. no.

COLORED ELEV., MATERIAL BOARD AND NOTES

A2.0A

LOCATION MAP SCALE: N.T.S.

EXHIBIT G - BUILDING FACADE PLAN

OWNER:
RK DFW ROWLETT, LLC
1900 WEST LOOP S, SUITE 1250
HOUSTON, TX 77027

TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS AND ENGINEERS, SAID PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER
TX License No. 16967
seal

[illegible]

CALIBER COLLISION

2801 MAIN STREET
ROWLETT, ROCKWALL COUNTY, TX 75088

1/4, 1.56 AC TRACT OF OUT REASON CRIST SURVEY, ABSTRACT NO. 225 AND THE U. MATTHESEN SURVEY, ABSTRACT NO. 1017.
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

11.03.25	date
25011	comm. no.

COLORADO ELEV.,
MATERIAL
BOARD AND NOTES

A2.0B

C.1. FACADE PLAN REQUIRED

(a) COMPLY. SHEET A1.0 SHOWS THE APPLICABLE FLOOR PLAN VIEW. SHEET(S) A2.0A AND A2.0B SHOW THE APPLICABLE ELEVATION VIEWS AS REQUESTED

(b) COMPLY. SHEET(S) A2.0A AND A2.0B PROVIDE AN EXTERIOR FINISH SCHEDULE AND MATERIAL LEGEND LISTING ALL MATERIAL TYPES, FINISH AND COLORS FOR ALL EXTERIOR ELEMENTS AS REQUESTED

C.4(e) ROOFS - COMPLY.

(1)(b) A PARAPET WALL WITH AT LEAST ONE CHANGE IN HEIGHT IS UTILIZED TO CONCEAL THE FLAT ROOF OVER THE OFFICE. THE REMAINDER OF THE ROOF OVER THE SHOP AREA IS A GABLE TYPE AND COMPLIES WITH A SLOPE NOT TO EXCEED 8:12 (PER 1)(a)).

(1)(d) ALL ROOFTOP EQUIPMENT IS SCREENED FROM PUBLIC VIEW VIA A SEPARATE SCREEN WALL AS DEPICTED ON THE PROPOSED ROOF PLAN AND EXTERIOR ELEVATIONS.

C.4(f) GROUND FLOOR TREATMENT - COMPLY

C.4(g) FOUR-SIDED DESIGN - COMPLY. THE TWO STREET FACING FACADE(S) PROVIDE SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL INTEREST WITH SIMILAR VARIETIES OF MATERIALS, TRIM AND HORIZONTAL AND VERTICAL ARTICULATION WITH THE VARIOUS GLAZING, TRIM, STONE, STUCCO AND ARCHITECTURAL PANELING PROVIDED.

C.4(j) MULTIPLE BUILDINGS IN COMMERCIAL CENTERS - COMPLY. THE MATERIAL AND COLOR SCHEME OF THE PROPOSED PROJECT IS COMPATIBLE WITH OVERALL DEVELOPMENT PER THE EXTERIOR ELEVATION MATERIAL EXHIBIT PROVIDED AS PART OF THE ORD-029-24 DOCUMENTS.

SCREENING
DUMPSTER ENCLOSURE WILL BE SPLIT-FACED MASONRY CONSTRUCTION
PAINTED TO MATCH THE BUILDING FACADE. REFER TO SHEET AI.1 FOR
ADDITIONAL INFORMATION

ROOF MOUNTED MECHANICAL EQUIPMENT WILL BE HIDDEN FROM PUBLIC VIEW UTILIZING SCREEN WALLS CONSISTENT OF ARCHITECTURAL METAL PANELING TO MATCH THE BUILDING FACADE

ROAD SIGN
PLEASE REFER TO THE CIVIL SITE PLAN FOR PROPOSED LOCATION AND
THE SIGN PACKET FOR DESIGN INFORMATION

C.2 BUILDING MATERIALS
MATERIAL CALCULATIONS NO LONGER APPLICABLE.

C.3 BUILDING ORIENTATION

(a)(3) COMPLY. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE

(a)(4) COMPLY. ALL FUNCTIONS NOT DIRECTLY SERVING THE PUBLIC ARE LOCATED BEHIND A 8 FOOT HIGH PRIVACY FENCE. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE

C.4(b)(1) WALL ARTICULATION - COMPLY

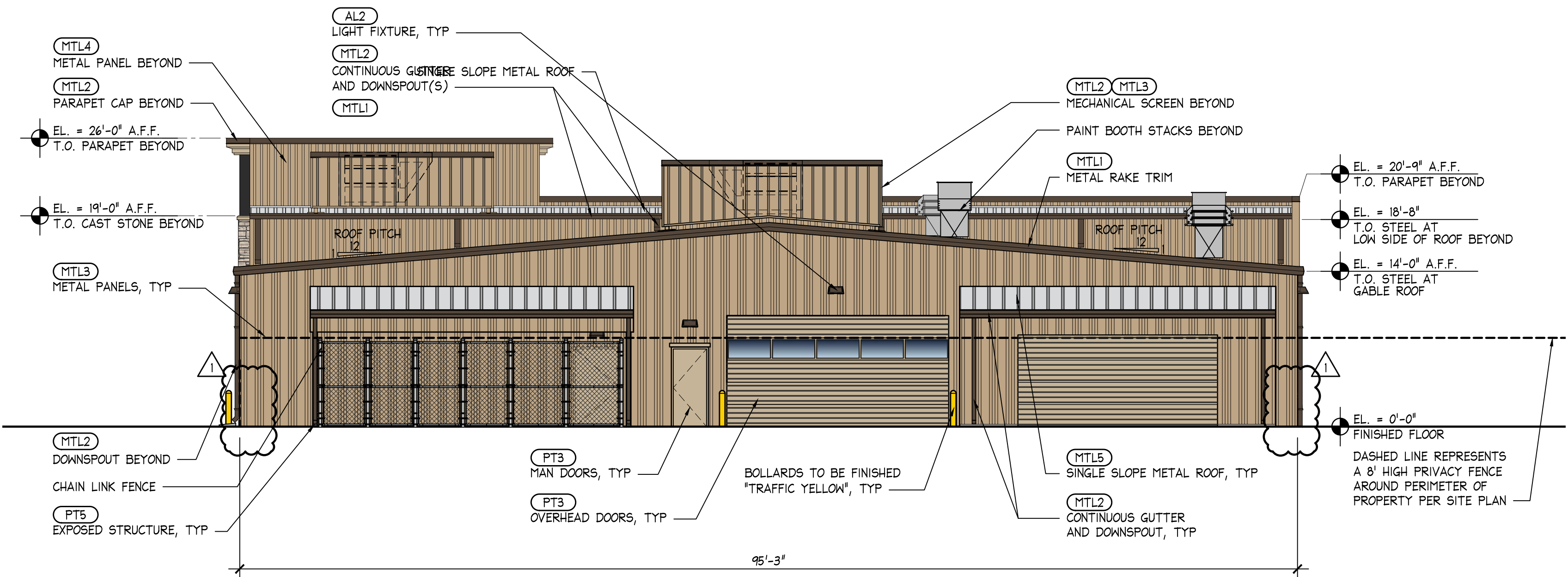
(v) STREET FACING FACADE(S) PROVIDE A HORIZONTAL AND VERTICAL BREAK AT STONE CONDITION AT NO SPECIFIC LENGTH

C.4(c) ENTRANCES - COMPLY

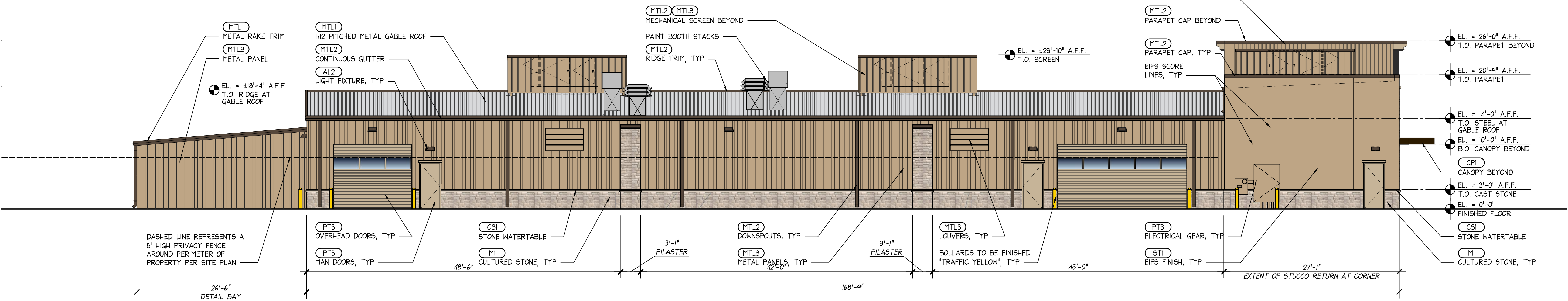
- (1) STREET FACING FACADES ARE PROVIDED WITH CANOPIES
- (3) STREET FACING FACADE(S) ARE PROVIDED WITH RECESSES OR PROJECTIONS AT ENTRY TOWER

(9) STREET FACING FACADE(S) ARE PROVIDED WITH ARCHITECTURAL MOLDINGS INTEGRATED INTO THE BUILDING DESIGN VIA PARAPET MOLDINGS

C.4(d) HEIGHT TRANSITIONS - COMPLY



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

FINISH KEY	DESCRIPTION	LOCATION	MANUFACTURER	PRODUCT COLOR	IDENTIFICATION / FINISH	CONTACT
AL2	STOREFRONT SYSTEM	OFFICE EXTERIOR	KAWNEER OR APPROVED EQUAL	DARK ANODIZED BRONZE	2" X 4-1/2" ALUMINUM FRAME	
CS1	SILL / WATERTABLE	OFFICE EXTERIOR	CORONADO STONE OR EL DORADO STONE	CORONADO - OFF WHITE EL DORADO - BUCKSKIN	REFER TO SPECS-047300	
CP1	CUSTOM CANOPY	LOBBY ENTRANCE	ARCHITECTURAL FABRICATORS	DARK BRONZE	HELIOS 399 X 446	ARCH. FABRICATORS 1-800-962-8027
GR2	EXTERIOR MASONRY MORTAR	STONE VENEER	SGS-SOLOMON COLORS INC.	10X BUFF	TYPE S MORTAR	BART SNOWDEN 214-794-9159
ML	MANUFACTURED STONE VENEER	EXTERIOR FACADE	EL DORADO OR LISTED ALT	EL DORADO - CASA BLANCA	EL DORADO OR LISTED ALT REFER TO SPECS-047300	KATHY MANNON KMANNON@WESTLAKE.COM
PT3	EXTERIOR PAINT	EXTERIOR DOOR PAINT	SHERWIN WILLIAMS	NOMADIC DESERT	SW 6107	BRETT C. HUCKLEBURY 214-728-6696
PT5	EXTERIOR PAINT	EXTERIOR EXPOSED STEEL	SHERWIN WILLIAMS	URBANE BRONZE	SW 7048-EXTERIOR LOW SHEEN-UDB	BRETT C. HUCKLEBURY 214-728-6696
PT11	EXTERIOR PAINT	SIGNBAND, AND DUMPSTER ENCL. INTERIOR	SHERWIN WILLIAMS	TRICORN BLACK (EGGSHELL FINISH)	SW 6258	BRETT C. HUCKLEBURY 214-728-6696
ST1	EIFS	EXTERIOR FACADE	DRYVIT	CUSTOM INTEGRAL COLOR- MATCH SW 6107 NOMADIC DESERT	SHEEN: EGGSHELL TEXTURE: SAND PEBBLE w/MID BASE	
ST2	STUCCO	EXTERIOR SIGNBAND WALL	DRYVIT	CUSTOM INTREGAL COLOR- MATCH SW 6258 TRICORN BLACK	SHEEN: EGGSHELL TEXTURE: SAND PEBBLE	
MTL1	MTL ROOFING	SHOP ROOF / OFFICE ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SR186)	24G BATTEN LOCK	METAL BLDG SUPPLIER
MTL2	GUTTERS, DOWNSPOUTS, RAKES & PARAPET WALL CAPS	EXTERIOR	MESCO BLDG SOLUTIONS	BURNISHED SLATE		METAL BLDG SUPPLIER
MTL3	PBR PANELS AND TRIM	SHOP EXTERIOR SIDING, ROOF SCREENS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL4	PBR PANELS AND TRIM	REAR SIDE OF PARAPETS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL5	MTL ROOFING	WASH/PARTS BAY ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SR186)	26G PBR AT SHOP ROOF	METAL BLDG SUPPLIER

MAIN/PANEL STONE VENEER (M1) STONE VENEER		PAINT/EIFS/STUCCO/METAL COLORS (ST1) (PT3) (PT5)	
(C51) SILL / WATERTABLE		(ST2) (PT11)	
MISCELLANEOUS COLORS (CP1) CUSTOM CANOPY (AL2) ALUMINUM STOREFRONT LIGHT FIXTURES		METAL COLORS (MTL1) (MTL5) METAL ROOFING (MTL2) GUTTERS, DOWNSPOUTS, RAKES, & PARAPET WALL CAPS	
NOTE: COLOR SAMPLES ARE INTENDED TO REPRESENT AS CLOSELY AS POSSIBLE THE PARTICULAR NAMED COLOR REFERENCED ON THE EXTERIOR FINISH SCHEDULE ON THIS SHEET. ACTUAL COLOR APPEARANCE MAY VARY BASED ON GLOSS, TEXTURE, SIZE & SHAPE OF AREA, ETC. G.C. SHALL PROVIDE ACTUAL PAINT APPLICATIONS FOR APPROVAL PRIOR TO COMMENCEMENT OF PAINT / FINISHING WORKS		(MTL3) PBR PANELS AND TRIM AT SHOP EXTERIOR AND AND ROOF SCREENS (MTL4) PBR PANELS AND TRIM AT REAR SIDE OF PARAPETS	

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE AN APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCES.
3. WHEN PERMITTED EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ONSITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ON THE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.

SCALE: N.T.S.

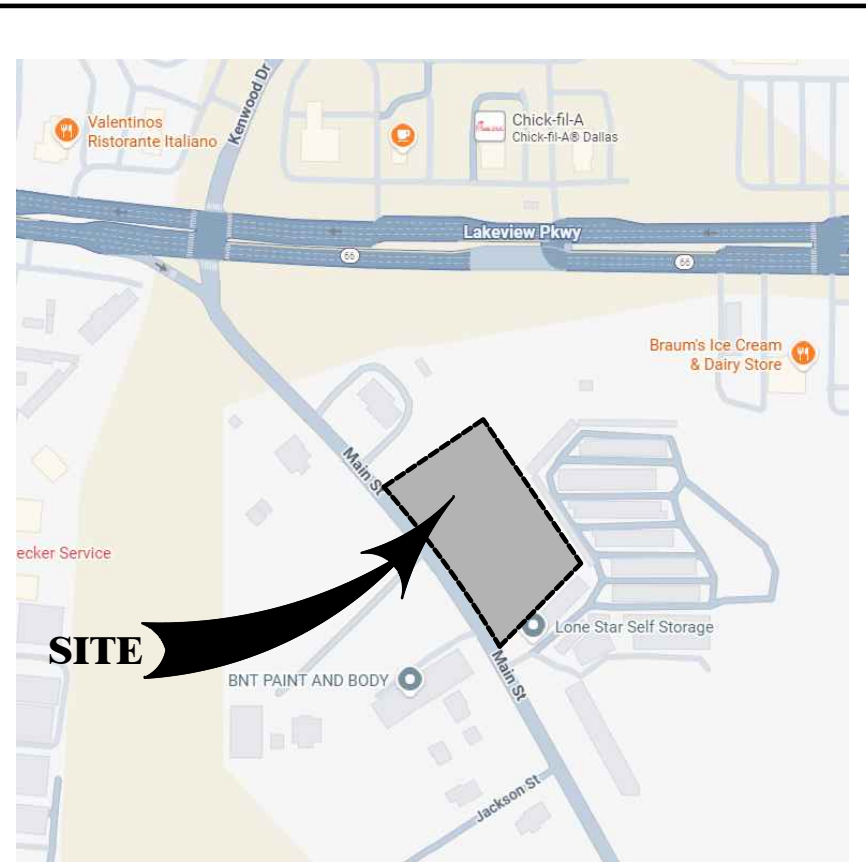


EXHIBIT G - BUILDING FACADE PLAN

Planned Development Standards

Caliber Collision – Rowlett

The proposed Planned Development Amendment for the Caliber Collision Rowlett project is intended to provide greater flexibility for the proposed use and to provide standards that are consistent with the use type. The standards outlined below are based on the existing Planned Development, City of Rowlett Ordinance “ORD-029-24” and deviate as follows. Any Development Standards not listed herein will fall under the existing Planned Development Ordinance. These Development Standards shall apply to Lot 6, Block 1 of the Lakeview Addition only.

Building Orientation Standards – Section 77-507C3

Proposed Building Orientation on Primary Roadway	PD Building Orientation on Primary Roadway
Side	Front

The PD standard for building orientation must be changed for the proposed use, as the current requirements would force the outdoor storage of vehicles to be in view of the public right-of-way. The proposed building must also be oriented with the side wall facing the right-of-way for ease of access to facilitate proper fire lane dimensioning and cross access movements to adjacent properties.

Building Setback Standards – Section 77-400

Orientation	Proposed Minimum Requirement	PD Minimum Requirement
Front	10 FT	50 FT

The building setback standard along the frontage of the property must be revised from a minimum 50 foot setback to a minimum 10 foot setback in order to preserve functionality of the site and allow for storage areas, business and customer parking, and emergency access lanes.

Landscape Buffer Standards – PD Ordinance ORD-029-24

Orientation	Proposed Minimum Requirement	PD Minimum Requirement
Rear	3 FT	6 FT
Side	4 FT (Northwest); 6 FT (Southeast)	6 FT
Front	10 FT	15 FT

The landscape buffer standards must be revised throughout the site in order to maintain connections to the existing access easements and allow for the construction of necessary improvements including parking, sidewalks, storage, and access lanes.

Tree Spacing Standards – Section 77-504D2b

Buffer Type	Proposed Minimum Requirement	PD Minimum Requirement
ROW Buffer	N/A	One tree per 35 LF
Compatibility Buffer	One tree per 25 LF	One tree per 50 LF

Trees are required to be planted and spaced within the right-of-way buffer and within the compatibility buffer at the specified rates. Due to site constraints and utility conflicts, no trees can be placed within the right-of-way buffer. As a result, a compensatory increase is proposed within the compatibility buffer at the rear of the site.

Accessory Uses – Outdoor Storage – Section 77-303B

“Outdoor storage” shall be allowed by right as an accessory use to accommodate the on-site storage of vehicles for the proposed development, so long as it is screened from the public right-of-way by either the main structure or an opaque fencing material at least 8’-0” in height, with landscaping provided where feasible. The proposed outdoor storage of vehicles will function as an accessory use to the proposed Caliber Collision development, as the primary use of an auto repair facility requires such storage.

Parking Lot Design Standards – Buffering and Screening – Section 77-506H1(c)1

Proposed Parking Lot Buffer Requirement	PD Minimum Parking Lot Buffer Requirement
0 FT	10 FT

Section 77-506H(c)(1) states that all parking areas shall be separated at least ten feet from buildings in order to accommodate sidewalks, landscaping, and other plantings. This requirement is met along 50% of the building, but it cannot be met along the two northern façades. The northwest façade is shown with a spacing of 5 feet between the parking lot and the building due to site constraints (eg. property size and cross access points to the adjacent lots) and ease of access for ADA spaces. The northeast façade is shown with a spacing of 0 feet between four (4) parallel parking spaces and the building, as this area will commonly be used for loading/unloading and the maneuvering of vehicles for service.



Site



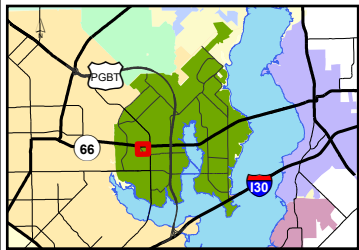
City Limits

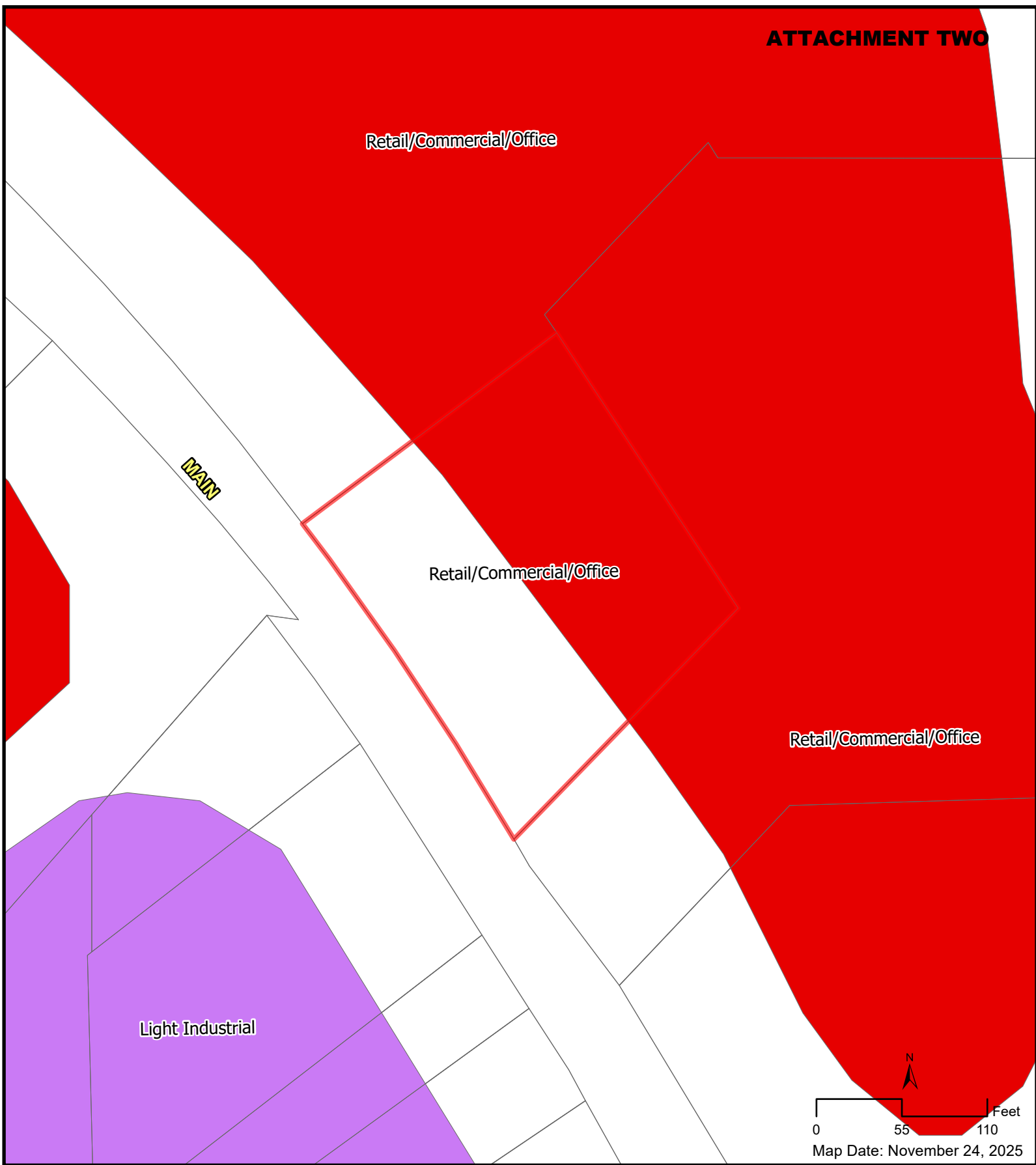


Parcels

Streets

Site Location Map

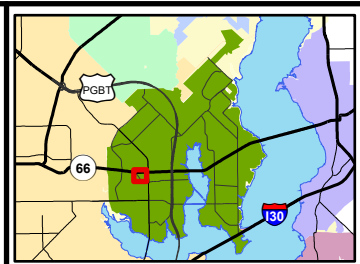


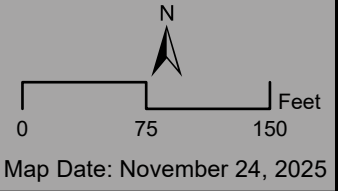
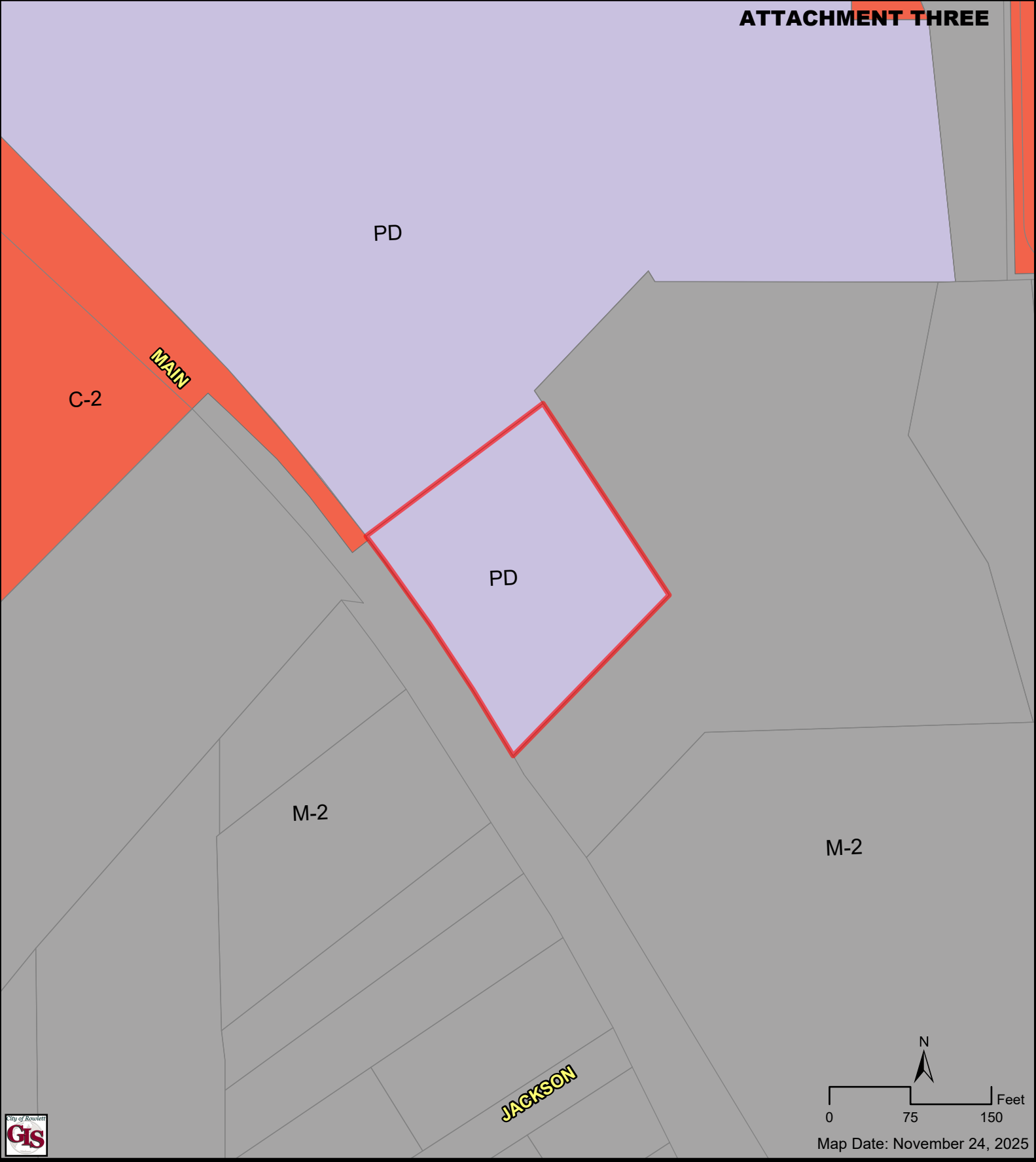


0 55 110 Feet
Map Date: November 24, 2025

- Site
- Retail/Commercial/Office
- Parcels
- City Limits
- Light Industrial

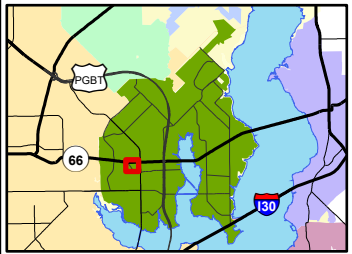
Existing Future
Land Use Map

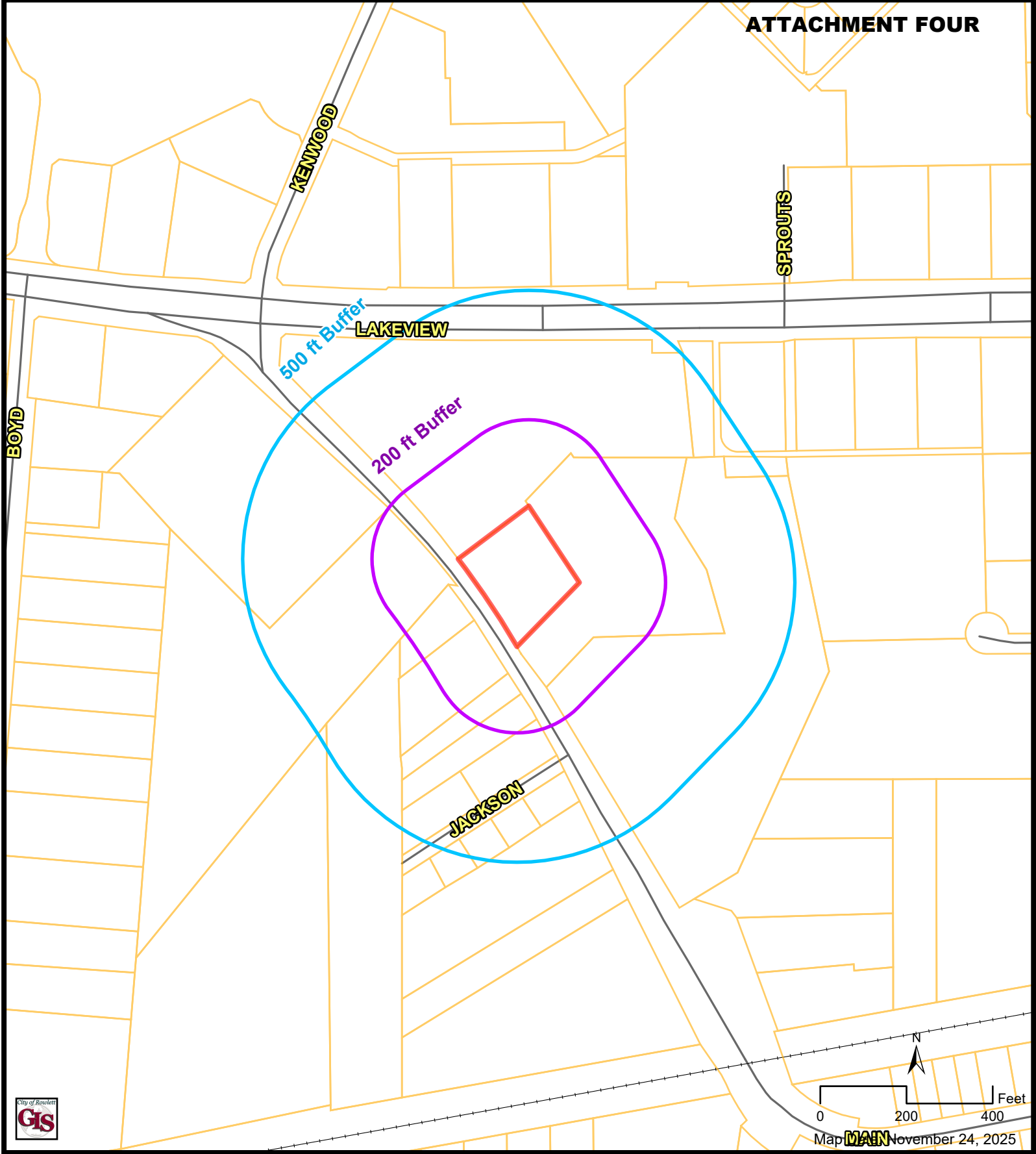




- | | | | |
|--|-------------|---|-----|
|  | City Limits |  | PD |
|  | Site |  | C-2 |
|  | Parcels |  | M-2 |

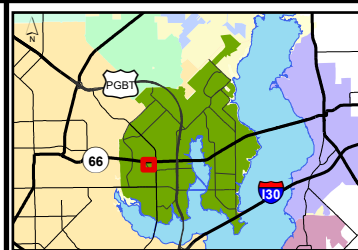
Existing Zoning Map





- Site
- 500 ft Buffer
- Parcels
- 200 ft Buffer
- Streets
- City Limits

Property Notice Map



Meeting Date: 3/17/2026

Agenda Item: 5.B.

Title

Consider action to adopt a resolution approving and granting a Tree Removal Permit for an approximately 1.801 acre tract of land situated in the William Crabtree Survey, Abstract 347, City of Rowlett, Dallas County, Texas and being more commonly known as 4310 Main Street and 4311 Kirby Street for the removal of 18 protected trees totaling 328 protected caliper inches and requiring, in addition to replanting of 13 trees totaling 39 caliper inches, a contribution to the tree mitigation fund to satisfy the full mitigation requirement in the amount of \$4,401.79.

Staff Representative

Lilyana Morejon, Planner II

Executive Summary

The applicant is requesting a Tree-Removal to remove 18 of the 23 protected trees on the site, representing 328 of the 391 total protected caliper inches. The subject property is proposed for a mixed-use development consisting of 61 multifamily residential units and 2,307 square feet of ground floor retail space. A tree survey submitted by the applicant identifies a total of 46 trees, totaling 654 caliper inches.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 STRENGTHEN NEIGHBORHOOD LIVABILITY	3.3 Invest in enjoyable places of lasting value and distinctive character.

Background Information

On July 15, 2025, City Council approved a Special Use Permit (SUP) for the development of this mixed-use project that consist of 61 multifamily residential units and 2,307 square feet of retail space. The Site Development Plan was approved on December 23, 2025.

This item was presented to the Planning & Zoning Commission for consideration on February 24, 2026. The Commission voted 4–3 in favor of approval. The Planning and Zoning Commission meeting may be viewed at the following link: [Feb 24, 2026 Planning and Zoning Commission - Rowlett, TX](#). This request was considered as Item 4A.

Discussion

The subject property is contained within the Form Based Urban Village (FB-UV) district of the Form Based Code (FBC). The FBC defines Protected trees as oak, elm or pecan trees that are greater than 8 caliper inches in size. The tree survey provided by the applicant indicates a total of 46 trees that total 654 caliper inches. Of the 46 trees, 23 are Protected trees that total 391 caliper inches. The applicant proposes to remove 18 out of the 23 Protected trees. The 18 Protected trees that are proposed for removal total 328 caliper inches.

The applicant will mitigate 5 trees totaling 63 caliper inches at a 1:4 ratio using the saved trees credit as per Article 2.11.2.a.iv of the FBC equaling a credit of 252 caliper inches and will plant, along the site perimeter, 13 trees totaling 39 caliper inches at a 1:1 ratio as per Article 2.11.2.a.iii of the FBC. Leaving a total of 37 caliper inches left to be mitigated. Table 1 reflects the required mitigation for this site, and the applicant is opting to contribute to the tree mitigation fund to satisfy the full mitigation requirement in the amount of \$4,401.79 calculated at \$121.76 per caliper inch.

Table 1: Mitigation Calculations		
Description	Caliper Inches	Trees
Total Caliper Inches Protected on Site	391	23
Total Protected Caliper Inches to be Removed	328	18
Total Protected Caliper Inches to be Saved (1:4 credit = 252 Caliper Inches)	63	5
Total Caliper Inches to be Planted (1:1 credit)	39	13
Remaining Inches to be Mitigated	37	--

Required Contribution to Reforestation Fund: \$121.67 x 37 caliper inches = \$4,501.79

The Planning and Zoning Commission may recommend denial of a Tree Removal Permit if it is determined that:

1. Removal of the tree is not reasonably required in order to conduct anticipated activities;
2. A reasonable accommodation can be made to preserve the tree; or
3. The purpose and intent to this subchapter is not being met by the applicant.

Financial/Budget Implications

N/A

Recommended Action

Approve
Approve with conditions
Deny

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS

GRANTING APPROVAL OF A TREE REMOVAL PERMIT FOR AN APPROXIMATELY 1.801 ACRE TRACT OF LAND SITUATED IN THE WILLIAM CRABTREE SURVEY, ABSTRACT 347, CITY OF ROWLETT, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 4310 MAIN STREET AND 4311 KIRBY STREET FOR REMOVAL OF 18 PROTECTED TREES TOTALING 328 CALIPER INCHES AND REQUIRING, IN ADDITION TO REPLANTING OF 13 TREES TOTALING 39 CALIPER INCHES, A CONTRIBUTION TO THE TREE MITIGATION FUND TO SATISFY THE FULL MITIGATION REQUIREMENTS IN THE AMOUNT OF \$4,401.79 AS DESCRIBED IN EXHIBIT A; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with the laws of the State of Texas and the ordinances of the City of Rowlett, have given the requisite notices by publication and otherwise, and where the governing body has legislative discretion has concluded that this resolution is in the best interest 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 Council of the City of Rowlett, Texas hereby finds that the proposed tree removal permit authorized herein is needed in order to conduct anticipated development activities on the property described herein, and no reasonable accommodation could be made.

Section 2: The property described in Exhibit A hereto, consisting of 1.801 +/- acres (the "Property"), is hereby granted approval of a Tree Removal Permit for the removal of loss of 18 Protected Trees totaling 328 caliper inches as set forth in Exhibit A attached hereto and incorporated herein by this reference, providing that, in addition to replanting of 13 trees totaling 39 caliper inches, the property owner shall further make a contribution to the tree mitigation fund to satisfy the full mitigation requirements in the amount of \$4,401.79.

Section 3: Should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

Section 4: This resolution shall take effect immediately from and after its passage and the publication of the caption of said resolution as the law and charter in such cases provide.

Attachments

1. Exhibit A - Legal Description
2. Attachment 1 - TRP Oasis Parkside

Exhibit A – Legal Description

BEING A 1.801 ACRE TRACT OF LAND SITUATED IN THE W. CRABTREE SURVEY, ABSTRACT NO. 347, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AND BEING ALL OF THAT SAME TRACT OF LAND DESCRIBED TO SKY110 LAND HOLDINGS I, LLC IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER (DOC. NO.) 202400141397, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING ALL OF THOSE SAME TRACTS OF LAND DESCRIBED AS "TRACT I" AND "TRACT II" TO ANGEL COMACHO IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 202300165996, O.P.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "RHODES SURVEYING" FOUND FOR THE SOUTHEAST CORNER OF SAID SKY110 TRACT, SAID POINT LYING ON THE WEST LINE OF THAT SAME TRACT OF LAND DESCRIBED TO THE CITY OF ROWLETT IN DEED RECORDED IN VOLUME 73117, PAGE 1128, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.), AND BEING THE NORTHEAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED TO LEMMIK HOLDINGS, INC., IN SPECIAL WARRANTY DEED RECORDED IN DOC. NO. 202200071128, O.P.R.D.C.T.;

THENCE SOUTH 89 DEGREES 35 MINUTES 57 SECONDS WEST, WITH THE SOUTH LINE OF SAID SKY110 TRACT, AND THE NORTH LINE OF SAID LEMMIK TRACT, A DISTANCE OF 180.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RHODES SURVEYING" FOUND FOR THE SOUTHWEST CORNER OF SAID SKY110 TRACT, SAID POINT LYING ON THE EAST LINE OF SAID CAMACHO TRACT;

THENCE SOUTH 00 DEGREES 39 MINUTES 33 SECONDS EAST, WITH THE WEST LINE OF SAID LEMMIK TRACT, AND THE EAST LINE OF SAID CAMACHO TRACT, A DISTANCE OF 3.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "FLANAGAN 6443" SET FOR THE SOUTHEAST CORNER OF SAID CAMACHO TRACT, AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF KIRBY STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE NORTH 88 DEGREES 12 MINUTES 33 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID KIRBY STREET, AND THE SOUTH LINE OF SAID CAMACHO TRACT, A DISTANCE OF 111.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "FLANAGAN 6443" SET FOR THE SOUTHWEST CORNER OF SAID CAMACHO TRACT;

THENCE NORTH 00 DEGREES 39 MINUTES 33 SECONDS WEST, WITH THE WEST LINE OF SAID CAMACHO TRACT PASSING AT A DISTANCE OF 104.69 FEET A 1/2-INCH IRON ROD WITH CAP STAMPED "BURNS SURVEYING" FOUND FOR THE NORTHEAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED AS "TRACT 2" TO MI CASA YOUR HOME, LLC IN WARRANTY DEED RECORDED IN DOC. NO. 202100279483, O.P.R.D.C.T., AND CONTINUING WITH THE WEST LINE OF SAID CAMACHO TRACT FOR A TOTAL DISTANCE OF 143.40 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BURNS SURVEYING" FOUND FOR THE NORTHWEST CORNER OF SAID CAMACHO TRACT;

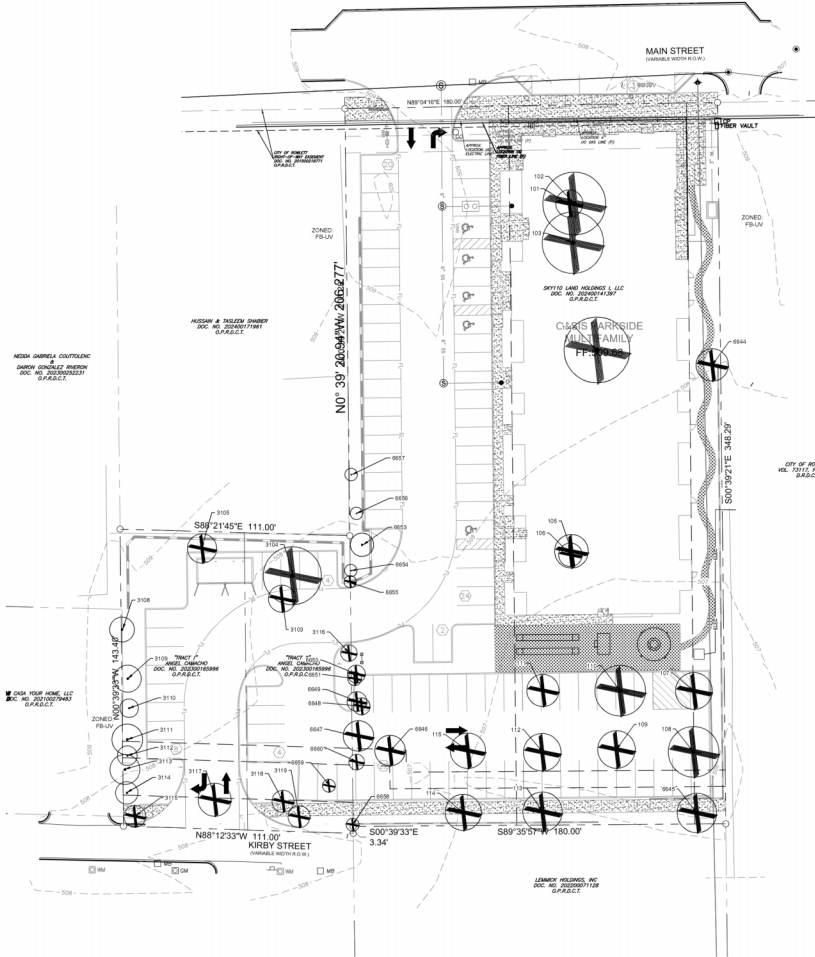
THENCE SOUTH 88 DEGREES 21 MINUTES 45 SECONDS EAST, WITH THE NORTH LINE OF SAID CAMACHO TRACT, A DISTANCE OF 111.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BURNS SURVEYING" FOUND FOR THE NORTHEAST CORNER OF SAID CAMACHO TRACT, SAID POINT LYING ON THE WEST LINE OF SAID SKY110 TRACT;

THENCE NORTH 00 DEGREES 39 MINUTES 21 SECONDS WEST, WITH THE WEST LINE OF SAID SKY110 TRACT, PASSING AT A DISTANCE OF 196.28 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "RHODES SURVEYING" FOUND, AND CONTINUING WITH THE WEST LINE OF SAID SKY110 TRACT FOR A TOTAL DISTANCE OF 206.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "FLANAGAN 6443" SET FOR THE NORTHWEST CORNER OF SAID SKY110 TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE NORTH 89 DEGREES 04 MINUTES 16 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN STREET, AND THE NORTH LINE OF SAID SKY110 TRACT, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "FLANAGAN 6443" SET FOR THE NORTHEAST CORNER OF SAID SKY110 TRACT, SAME BEING THE NORTHWEST CORNER OF SAID CITY OF ROWLETT TRACT;

THENCE SOUTH 00 DEGREES 39 MINUTES 21 SECONDS EAST, WITH THE EAST LINE OF SAID SKY110 TRACT, AND THE WEST LINE OF SAID CITY OF ROWLETT TRACT, A DISTANCE OF 348.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 78,436 SQUARE FEET OR 1.801 ACRES OF LAND, MORE OR LESS.

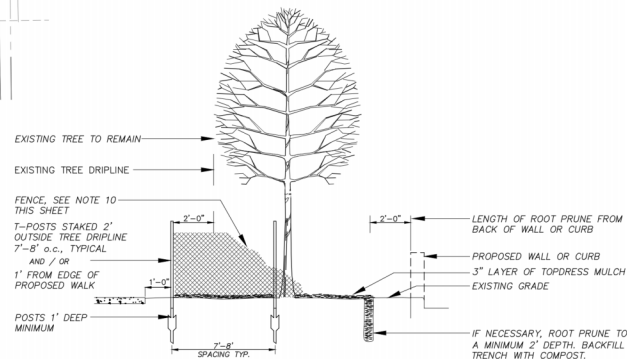
T:\124-0159 - Rowlett Vertical Mixed Use Design\124-0 - TREE MITIGATION PLAN\PLAN.dwg Jan 08 2025 - 4:59PM - Mervin



NO.	CALIPER INCH	COMMON NAME	BOTANICAL NAME	TO REMAIN	TO BE REMOVED	PROTECTED
101	13	MULBERRY	MORUS ALBA		X	NO
102	31	MULBERRY	MORUS ALBA		X	NO
103	30	MULBERRY	MORUS ALBA		X	NO
104	31	PECAN	CARVALLINONENSIS		X	YES
105	16	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
106	11	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
107	18	PECAN	CARVALLINONENSIS		X	YES
108	23	PECAN	CARVALLINONENSIS		X	YES
109	17	PECAN	CARVALLINONENSIS		X	YES
110	24	PECAN	CARVALLINONENSIS		X	YES
111	15	PECAN	CARVALLINONENSIS		X	YES
112	18	PECAN	CARVALLINONENSIS		X	YES
113	20	PECAN	CARVALLINONENSIS		X	YES
114	17	PECAN	CARVALLINONENSIS		X	YES
115	17	PECAN	CARVALLINONENSIS		X	YES
6644	15	PECAN	CARVALLINONENSIS		X	YES
6645	18	PECAN	CARVALLINONENSIS		X	YES
6646	15	PECAN	CARVALLINONENSIS		X	YES
6647	15	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA		X	NO
6648	9	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6649	9	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6650	9	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6651	7	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6658	8	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6659	6	CEDARELM	ULMUS CRASSIFOLIA		X	NO
6660	8	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
3103	13	CEDARELM	ULMUS CRASSIFOLIA		X	YES
3104	27	CEDARELM	ULMUS CRASSIFOLIA		X	YES
3105	15	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
3108	12	HACKBERRY	CELTIS OCCIDENTALIS	X		NO
3109	14	CEDARELM	ULMUS CRASSIFOLIA	X		YES
3110	9	CEDARELM	ULMUS CRASSIFOLIA	X		YES
3111	15	CEDARELM	ULMUS CRASSIFOLIA	X		YES
3112	10	MULBERRY	MORUS ALBA	X		NO
3113	15	CEDARELM	ULMUS CRASSIFOLIA	X		YES
3114	10	CEDARELM	ULMUS CRASSIFOLIA	X		YES
3115	14	CEDARELM	ULMUS CRASSIFOLIA		X	YES
3116	8	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
3117	15	CEDARELM	ULMUS CRASSIFOLIA		X	YES
3118	11	TEXASASH	FRAXINUS TEXENSIS		X	NO
3119	11	CEDARELM	ULMUS CRASSIFOLIA		X	YES
6655	6	HACKBERRY	CELTIS OCCIDENTALIS		X	NO
6654	6	HACKBERRY	CELTIS OCCIDENTALIS	X		NO
6653	11	HACKBERRY	CELTIS OCCIDENTALIS	X		NO
6656	6	HACKBERRY	CELTIS OCCIDENTALIS	X		NO
6657	6	HACKBERRY	CELTIS OCCIDENTALIS	X		NO
TOTAL CALIPER INCHES						654
TOTAL PROTECTED CALIPER INCHES						381
TOTAL PROTECTED CALIPER INCHES TO BE REMOVED						328
TOTAL PROTECTED CALIPER INCHES TO REMAIN						63
TOTAL CREDITS TOWARD MITIGATION						292
TOTAL PLANTED INCHES						39
TOTAL MITIGATION REQUIRED						37

NOTES:

- (27) Total Trees are required by the landscape ordinance for Street, Parking and Interior Trees. A total of (40) Canopy Trees and (8) Ornamental Trees have been provided on the landscape plan. An excess of (13) Canopy Trees will be counted towards Tree Mitigation and reflected on the Tree Mitigation Plan as 39 Caliper Inches Planted.
- 37 Caliper Inches of Mitigation is Required: 37' x \$121.67 = \$4,501.79 Tree Mitigation Fee



TREE PRESERVATION DETAIL

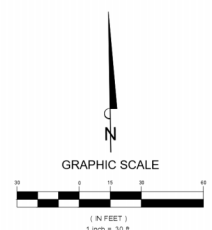


VICINITY MAP

NTS

TREE PRESERVATION NOTES:

- EXISTING TREES TO REMAIN SHALL BE PRESERVED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND TREE DRIPLINE (CANOPY).
- IF ANY PART OF THE ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION AND/OR CONSTRUCTION ACTIVITY, NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY. IF A MAJOR ROOT OR GROUP OF ROOTS IS ENCOUNTERED DURING EXCAVATION, A CERTIFIED ARBORIST SHALL BE CONSULTED/SECURED FOR RECOMMENDATIONS CONCERNING PRUNING AND/OR BRIDGING THE ROOTS (ETC.)
- GRADES/ELEVATIONS UNDER EXISTING TREES SHALL REMAIN UNDISTURBED. DO NOT PLACE FILL MATERIAL UNDER THE DRIPLINE FOR ANY LENGTH OF TIME. MAKE SURE THE CHANGES IN ADJACENT GRADES HAVE PROVISIONS TO CARRY MOISTURE AWAY FROM THE TREE.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE TREE DRIPLINE.
- TOXIC SOLUTIONS OR OTHER LIQUID CHEMICALS SHALL NOT BE DEPOSITED NEAR OR WITHIN THE LIMITS OF A TREE DRIPLINE. THIS WOULD INCLUDE, BUT NOT BE LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES, OR OTHER ATTACHMENTS, OTHER THAN THOSE OR A PROTECTIVE NATURE SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT, TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE TREE DRIPLINE. NO VEHICLE AND/OR CONSTRUCTION EQUIPMENT SHOULD BE CLEANED NEAR A TREE.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PRESERVED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE AT A MINIMUM DEPTH OF THIRTY-SIX INCHES (36 IN.).
- THE UTILITY AND IRRIGATION CONTRACTOR SHALL EXERCISE CAUTION WHEN TRENCHING AROUND EXISTING TREES. HAND-DIG ALL TRENCHES WITHIN THE TREE DRIPLINE.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL, CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR FOOT (4') APPROXIMATE HEIGHT. THE PROTECTIVE FENCING WILL BE LOCATED AS INDICATED ON THE LANDSCAPE PLAN(S) TREE PRESERVATION DETAIL.



OWNER/DEVELOPER
OASIS EQUITY GROUP
CONTACT: IOBAL MUTABANNA
MANAGING PARTNER
PHONE: 214.310.9296
EMAIL: SHITAL@OASISEG.COM

EXHIBIT D4



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

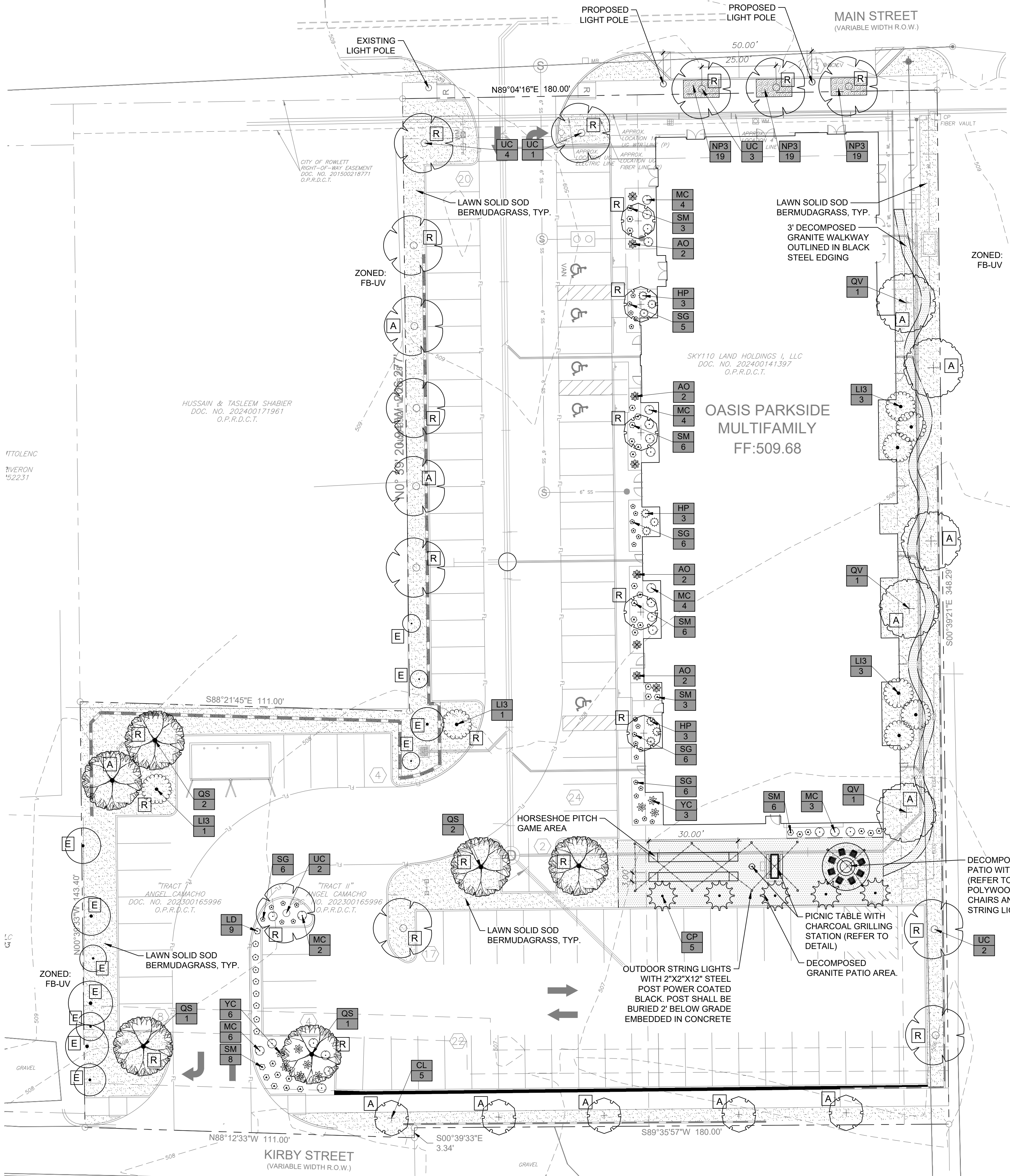
No.	Date	Revision	Description

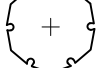
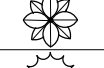
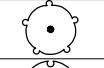
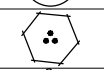
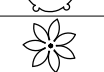
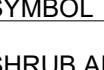
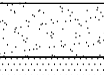
TREE MITIGATION PLAN
OASIS PARKSIDE MULTI-FAMILY
4310 MAIN STREET
ROWLETT, TEXAS



TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-llc.com

SHEET NO.
LS - 2.0



PLANT SCHEDULE							
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
TREES							
	CL	10	CHILOPSIS LINEARIS / DESERT WILLOW	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	ER	11	EXISTING TREE TO REMAIN	N/A			
	LI3	8	LAGERSTROEMIA INDICA 'TUSCARORA' / CRAPE MYRTLE	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	QS	6	QUERCUS SHUMARDII / SHUMARD RED OAK	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QV	5	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	UC	14	ULMUS CRASSIFOLIA / CEDAR ELM	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	CP	5	X CHITALPA TASHKENTENSIS 'PINK DAWN' / PINK DAWN CHITALPA	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
SHRUBS							
	AO	8	AGAVE OVATIFOLIA / WHALE'S TONGUE AGAVE	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	HP	9	HESPERALOE PARVIFLORA / RED YUCCA	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	LD	9	LANTANA CAMARA 'DALLAS RED' / DALLAS RED LANTANA	1 GAL.	6" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MC	23	MUHLLENBERGIA CAPILLARIS / PINK MUHLY	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SM	32	SALVIA FARINACEA / MEALY BLUE SAGE	1 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SG	29	SALVIA GREGGII / AUTUMN SAGE	1 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	YC	9	YUCCA FILAMENTOSA 'COLOR GUARD' / COLOR GUARD ADAM'S NEEDLE	3 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPACING	NOTES
SHRUB AREAS							
	NP3	57	NASSELLA TENUISSIMA 'PONY TAILS' / MEXICAN FEATHERGRASS	1 GAL.	12" HT.	24" O.C.	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	NOTES			
GROUND COVERS							
	PER PLAN		CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD			
	DG	PER PLAN	DECOMPOSED GRANITE	3" DEPTH, COMPACTED IN 1" LIFTS WITH WEED BARRIER FABRIC			

CITY OF ROWLETT - FORM BASE CODE - URBAN VILLAGE			
	DATA OR REQUIREMENT	REQUIRED	PROVIDED
PROPOSED USE	MIXED-USE		
GROSS SITE AREA	78,465 SF (1.80 AC)		
LANDSCAPE AREA		7,847 (10% OF SITE)	18,905 SF (24% OF SITE)
OPEN SPACE AREA	10% OF GROSS AREA	7,847SF (10% OF SITE)	7,879SF
OPEN SPACE TREES	25% OF REQUIRED OPEN SPACE AREA TO BE USABLE SHADE THROUGH TREES OR STRUCTURES	7,847X25%=1,962SF SHADED AREA	2,800SF IN TREE CANOPY
STREET TREES	1 TREE PER 25 LF OF ROW FRONTAGE	150 LF / 25 = 6	5 TREES

- NOTES:
- At least ten (10) percent of the gross area of a Regulating Plan/Phased Development Plan or Development Plan will be comprised of public City of Rowlett Adopted 15 March 2016 Form Based Code 33
 - Non-flood plain Open Space will be irrigated, landscaped and un-fenced. Open Space areas must be publicly accessible and privately maintained. Open Space must also have a perimeter street on at least one side. Open Space will not be located in parking lots.
 - (27) Total Trees are required by the landscape ordinance for Street, Parking and Interior Trees. A total of (40) Canopy Trees and (8) Ornamental Trees have been provided on the landscape plan. An excess of (13) Canopy Trees will be counted towards Tree Mitigation and reflected on the Tree Mitigation Plan as 39 Caliper Inches Planted.

NOTE:

INDICATES REQUIRED PROPOSED TREE.

INDICATES EXISTING TREE TO REMAIN.

INDICATES ADDITIONAL PROPOSED TREE.

OWNER/DEVELOPER
OASIS EQUITY GROUP
CONTACT: IQBAL MUTABANNA
MANAGING PARTNER
PHONE: 214.310.9296
EMAIL: SHITAL@OASISEG.COM

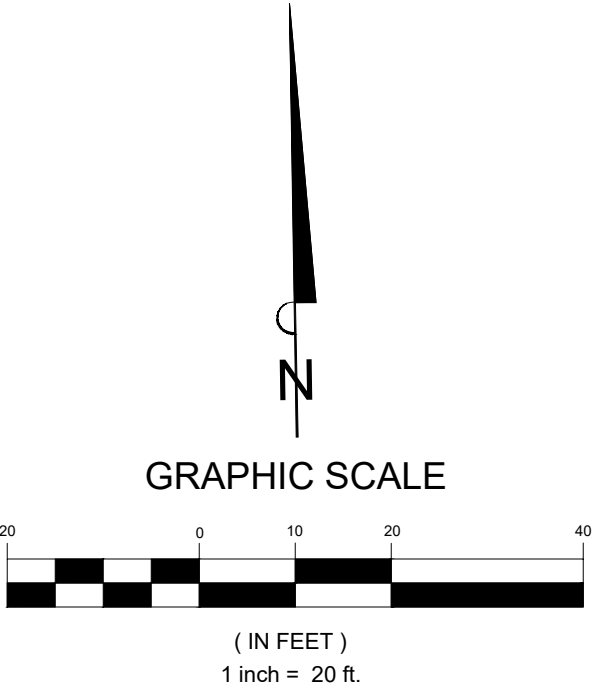


EXHIBIT C
LANDSCAPE PLAN

SDP LANDSCAPE PLAN
OASIS PARKSIDE MULTI-FAMILY
4310 MAIN STREET
ROWLETT, TEXAS



TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
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SHEET NO.
LS - 1.1

LANDSCAPE NOTES

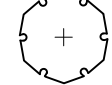
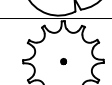
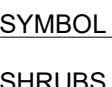
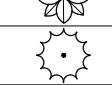
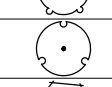
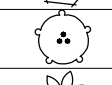
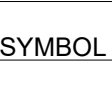
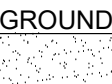
1. THE PROPERTY OWNER IS RESPONSIBLE FOR REGULAR WEEDING, MOWING, IRRIGATION, FERTILIZING, PRUNING AND OTHER MAINTENANCE OF ALL PLANTINGS. THE REQUIRED LANDSCAPING MUST BE MAINTAINED IN HEALTHY GROWING CONDITION AT ALL TIMES.
2. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK SHOWN ON THE LANDSCAPE PLANS.
3. QUANTITIES ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR. ALL QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR IN ORDER TO COMPLETE THE DESIGN PER THE PLANS OR CITY REQUIREMENTS.
4. ALL PROPOSED LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PER LOCAL CITY ORDINANCES AND STATE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. NOTIFY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
5. NO SPECIFIED PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
6. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
7. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
8. NOTIFY LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED PRIOR TO ALTERING LAYOUT.
9. TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BALL, TRUNK, OR LOOSEN TRUNK FROM BALL.
10. TREES ARE TO BE PLANTED WITH TRUNKS STRAIGHT AND MAY BE REQUIRED BY THE OWNER AND/OR LANDSCAPE ARCHITECT TO BE STAKED, THERE SHALL BE NO ABOVE GROUND STAKING OR GUY WIRING ALLOWED. STAKING IF REQUIRED SHALL BE ROOT ANCHOR UNDERGROUND TREE SUPPORT BY TREE STAKE SOLUTIONS, LLC. SALES@TREESTAKESOLUTIONS.COM OR 281-778-1400.
11. ALL TREES LOCATIONS SHALL BE APPROVED BY OWNER, OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO PLANTING.
12. PLANT MATERIAL MAY NOT BE PLANTED BELOW TOP OF ROOT BALL OR POTTED SOIL LINE. SHOULD PLANT MATERIAL BE PLANTED TOO LOW, THE PLANT(S) WILL BE REPLANTED AT THE PROPER HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
13. ALL PROPOSED LANDSCAPE BED AREAS SHALL BE TILLED TO A DEPTH OF 6" TO 12", ADDING A 3" MIN. LAYER OF LIVING EARTH COMPOST BY LIVING EARTH, 972-869-4332, OR APPROVED EQUAL.
14. ALL LANDSCAPE BEDS SHALL RECEIVE A 2" LAYER OF NATIVE HARDWOOD MULCH, BY LIVING EARTH, 972-869-4332 EQUAL.
15. ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS OF THE GOVERNING MUNICIPALITY.
16. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY LANDSCAPE MATERIAL ON SITE.
17. IN THE EVENT THERE IS A DISPUTE OR MISUNDERSTANDING OR PLANT MATERIAL OR PLANTING METHOD THE FOLLOWING APPLICABLE REFERENCES, STANDARDS, SPECIFICATIONS SHALL PREVAIL: AMERICAN JOINT COMMITTEE OF HORTICULTURAL NOMENCLATURE: STANDARDIZED PLANT NAMES, SECOND EDITION, 1942; AMERICAN ASSOCIATION OF NURSERYMEN: AMERICAN STANDARD OF NURSERY STOCK, 1973.
18. SHOULD EXISTING UTILITIES BE DAMAGED OR DISTURBED DURING CONSTRUCTION, NOTIFY LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE AND PROPER AUTHORITIES FOR RESTORATION.
19. CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR ONE YEAR FROM DATE OF WRITTEN FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE OR GUARANTEE TO CITY OR LOCAL STANDARDS WHICHEVER IS GREATER.
20. GUARANTEE DEFINITION: AT ANY AND ALL TIMES THROUGHOUT THE YEAR (WITHIN TWO WEEKS OF NOTIFICATION BY OWNER / LANDSCAPE ARCHITECT), ALL DEAD PLANTS (EXCEPT THOSE DEAD DUE TO OWNER NEGLIGENCE) AND ALL THOSE DETERMINED NOT TO BE IN A NORMAL, VIGOROUS GROWING CONDITION, ARE TO BE REPLACED WITH SIMILAR SIZE AND TYPE PLANTS AT NO EXPENSE TO OWNER.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL DATE OF FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. CONTRACTOR SHALL CLEAN JOB SITE AT THE CONCLUSION OF EACH WORKDAY UNTIL DATE OF FINAL ACCEPTANCE.
22. CONTRACTOR IS REQUIRED TO PERFORM A PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF DRAINAGE DOES NOT OCCUR WITHING 24 HOURS THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP, FILTER FABRIC AND STANDPIPE. ALL SUMPS SHOULD BE INCLUDED IN THE BASE BID AND PROVIDED AS A DEDUCT ALTERNATE IF NOT REQUIRED AFTER THE PERCOLATION TEST IS PERFORMED.

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE LANDSCAPE ARCHITECT NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY AFFECTED AND VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
2. CALL 1-800-344-8377 (DIG-TESS) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. TEMPUS LAND SOLUTIONS, LLC IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

IRRIGATION NOTES:

1. ALL LANDSCAPE PLANTINGS PROPOSED IN THIS PLAN WILL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM.
2. IRRIGATION SYSTEM WILL BE EQUIPPED WITH A RAIN AND FREEZE SENSOR CAPABLE OF SHUTTING DOWN THE SYSTEM WHEN DICTATED BY RAINFALL OR FREEZING CONDITIONS.
3. IRRIGATION SYSTEM DESIGN WILL MEET ALL REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND ALL APPLICABLE PLUMBING CODES.
4. IRRIGATION DESIGN DRAWINGS WILL BE SUBMITTED UNDER A SEPARATE COVER AT A LATER DATE FOR IRRIGATION PERMITTING.

PLANT_SCHEDULE							
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
TREES							
	CL	10	CHILOPSIS LINEARIS / DESERT WILLOW	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	ER	11	EXISTING TREE TO REMAIN	N/A			
	LI3	8	LAGERSTROEMIA INDICA 'TUSCARORA' / CRAPE MYRTLE	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	QS	6	QUERCUS SHUMARDII / SHUMARD RED OAK	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QV	5	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	UC	14	ULMUS CRASSIFOLIA / CEDAR ELM	B+B OR CONTAINER	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	CP	5	X CHITALPA TASHKENTENSIS 'PINK DAWN' / PINK DAWN CHITALPA	B+B OR CONTAINER	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
SHRUBS							
	AO	8	AGAVE OVATIFOLIA / WHALE'S TONGUE AGAVE	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	HP	9	HESPERALOE PARVIFLORA / RED YUCCA	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	LD	9	LANTANA CAMARA 'DALLAS RED' / DALLAS RED LANTANA	1 GAL.	6" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MC	23	MUHLENBERGIA CAPILLARIS / PINK MUHLY	3 GAL.	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SM	32	SALVIA FARINACEA / MEALY BLUE SAGE	1 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SG	29	SALVIA GREGGII / AUTUMN SAGE	1 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	YC	9	YUCCA FILAMENTOSA 'COLOR GUARD' / COLOR GUARD ADAM'S NEEDLE	3 GAL.	12" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPACING	NOTES
SHRUB AREAS							
	NP3	57	NASSELLA TENUISSIMA 'PONY TAILS' / MEXICAN FEATHERGRASS	1 GAL.	12" HT	24" O.C.	FULL, MATCHING, SYMMETRICAL
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	NOTES			
GROUND COVERS							
		PER PLAN	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD			
	DG	PER PLAN	DECOMPOSED GRANITE	3" DEPTH, COMPACTED IN 1" LIFTS WITH WEED BARRIER FABRIC			

CITY OF ROWLETT – FORM BASE CODE – URBAN VILLAGE			
	DATA OR REQUIREMENT	REQUIRED	PROVIDED
PROPOSED USE	MIXED-USE		
GROSS SITE AREA	78,465 SF (1.80 AC)		
LANDSCAPE AREA		7,847 (10% OF SITE)	18,905 SF (24% OF SITE)
OPEN SPACE AREA	10% OF GROSS AREA	7,847SF (10% OF SITE)	7,879SF
OPEN SPACE TREES	25% OF REQUIRED OPEN SPACE AREA TO BE USABLE SHADE THROUGH TREES OR STRUCTURES	7,847x25%=1,962SF SHADED AREA	2,800SF IN TREE CANOPY
STREET TREES	1 TREE PER 25 LF OF ROW FRONTAGE	150 LF / 25 = 5	5 TREES

- NOTES:
1. At least ten (10) percent of the gross area of a Regulating Plan/Phased Development Plan or Development Plan will be comprised of public City of Rowlett Adopted 15 March 2016 Form Based Code 33
 2. Non-flood plain Open Space will be irrigated, landscaped and un-fenced. Open Space areas must be publicly accessible and privately maintained. Open Space must also have a perimeter street on at least one side. Open Space will not be located in parking lots.
 3. (27) Total Trees are required by the landscape ordinance for Street, Parking and Interior Trees. A total of (40) Canopy Trees and (8) Ornamental Trees have been provided on the landscape plan. An excess of (13) Canopy Trees will be counted towards Tree Mitigation and reflected on the Tree Mitigation Plan as 39 Caliper Inches Planted.

NOTE:

☒ INDICATES REQUIRED PROPOSED TREE.

☐ INDICATES EXISTING TREE TO REMAIN.

☐ INDICATES ADDITIONAL PROPOSED TREE.

OWNER/DEVELOPER

OASIS EQUITY GROUP
CONTACT: IQBAL MUTABANNA
MANAGING PARTNER
PHONE: 214.310.9296
EMAIL: SHITAL@OASISEG.COM

LANDSCAPE NOTES

OASIS PARKSIDE MULTI-FAMILY
4310 MAIN STREET
ROWLETT, TEXAS



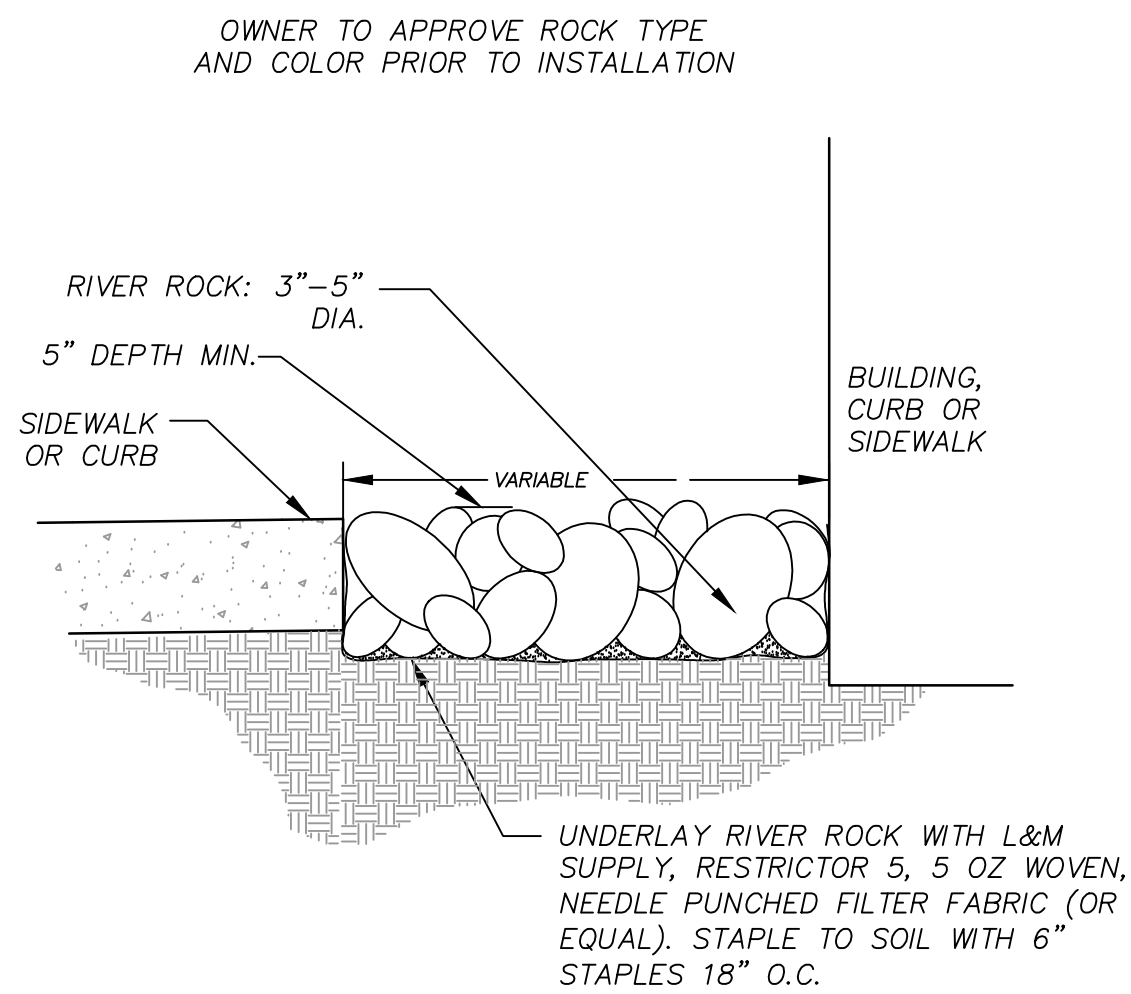
TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-ls.com

SHEET NO.

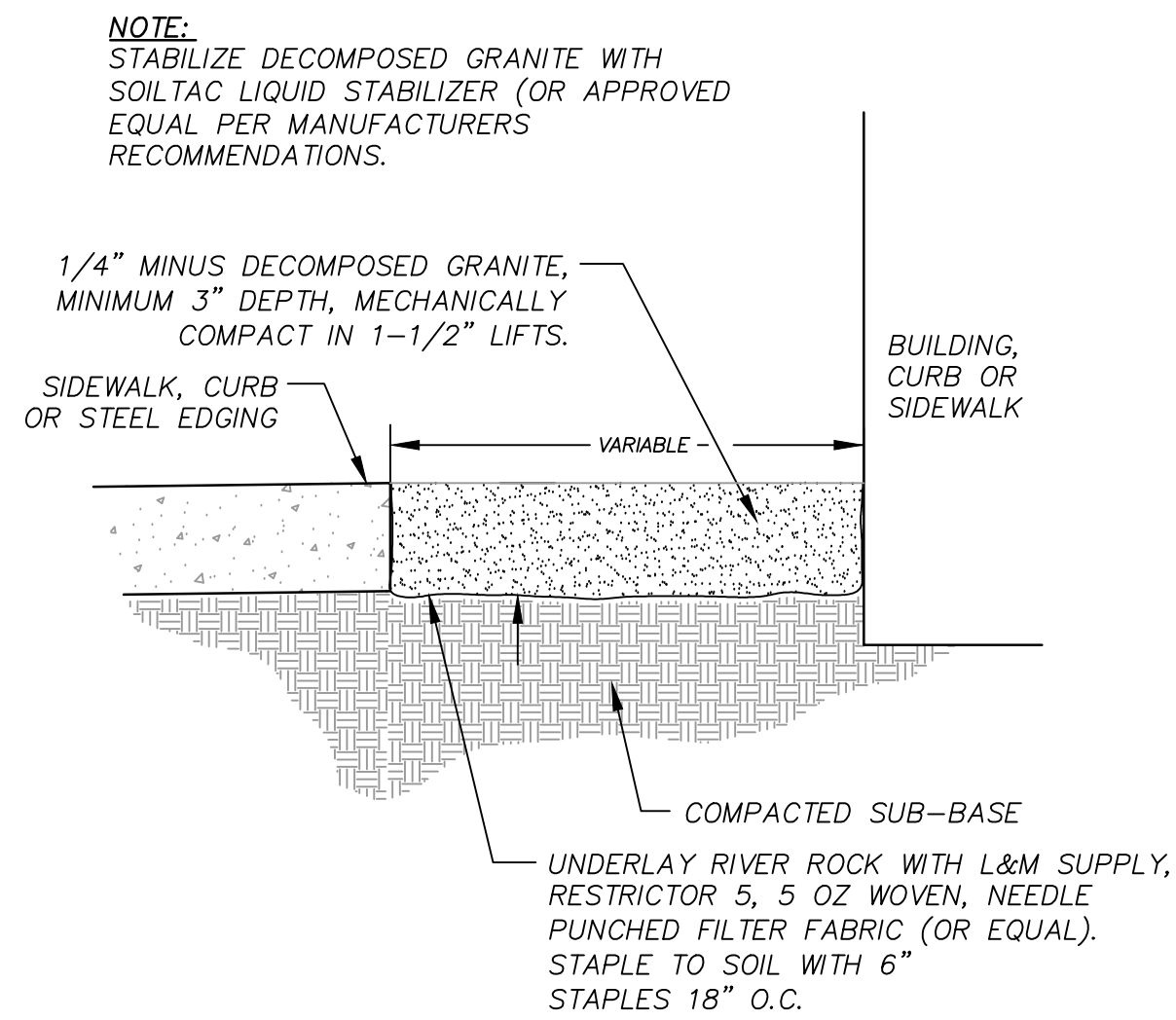
LS - 1.0



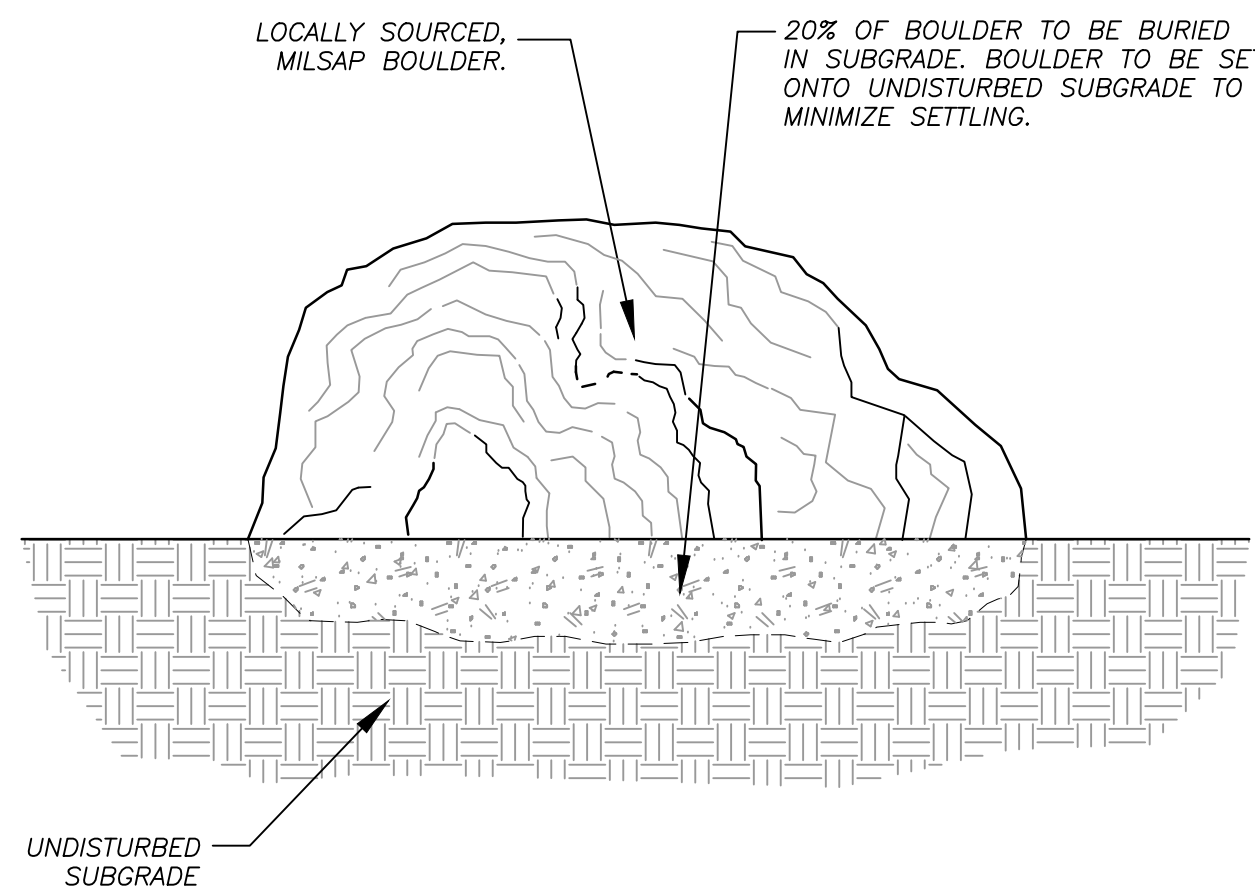
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)



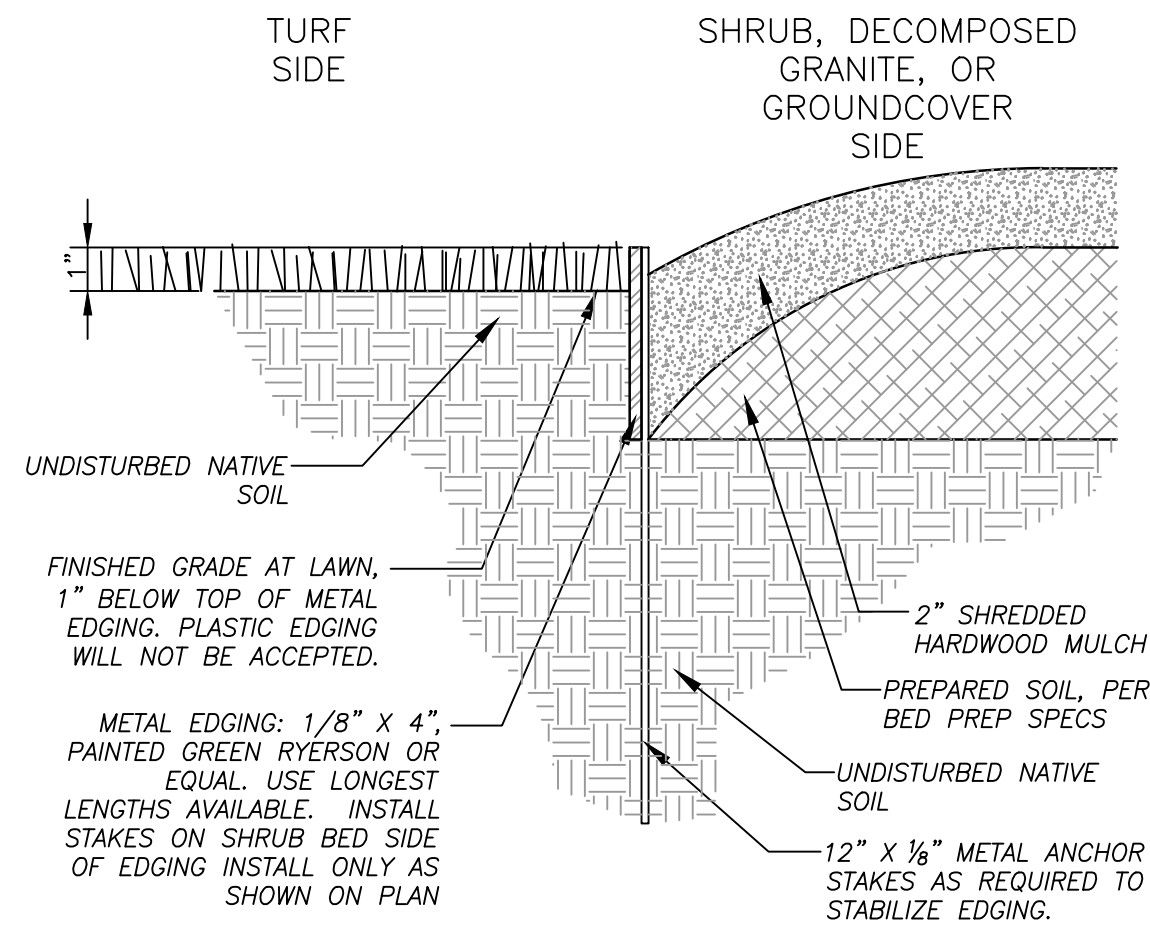
1 RIVER ROCK
NTS



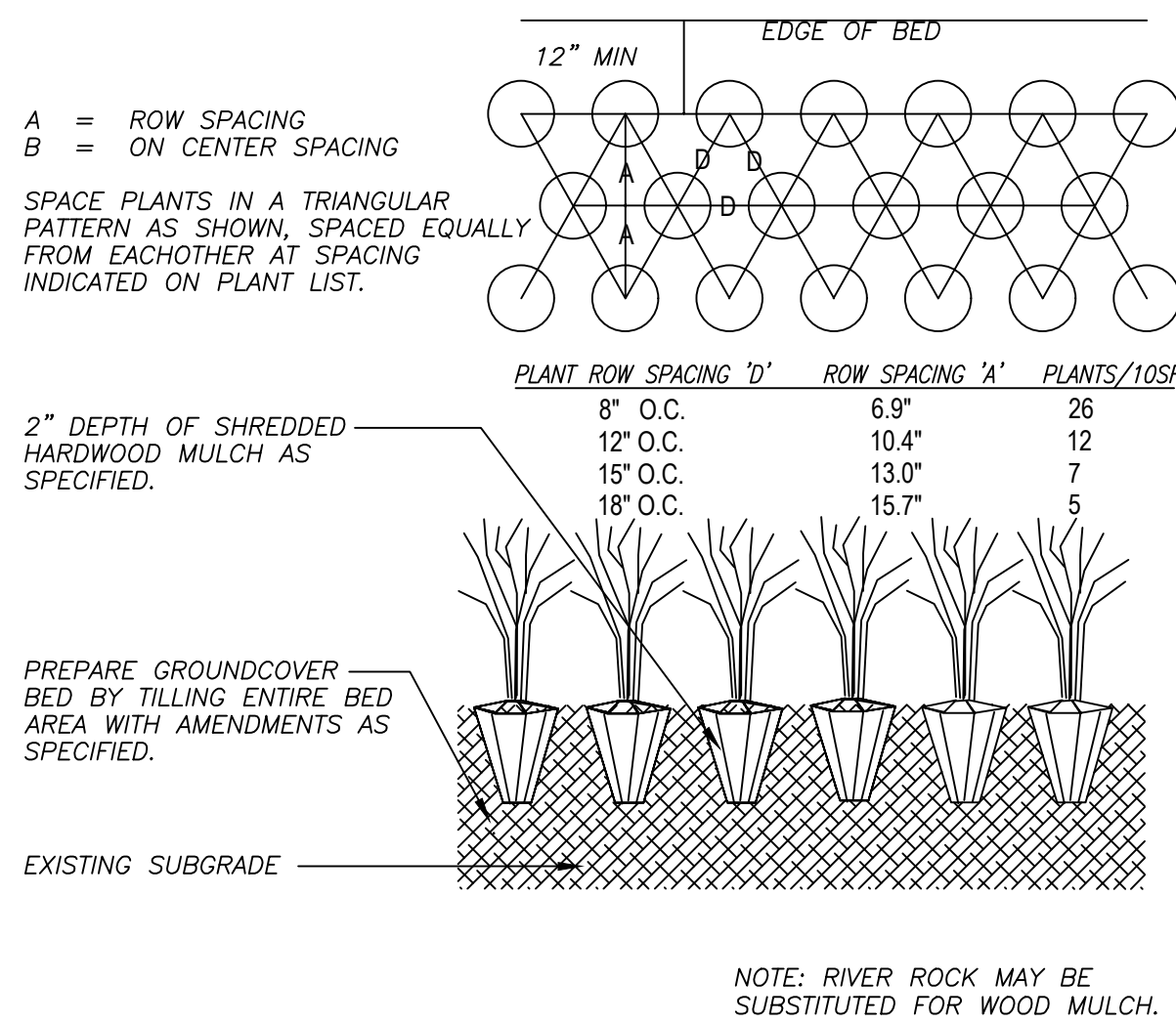
4 DECOMPOSED GRANITE
N.T.S.



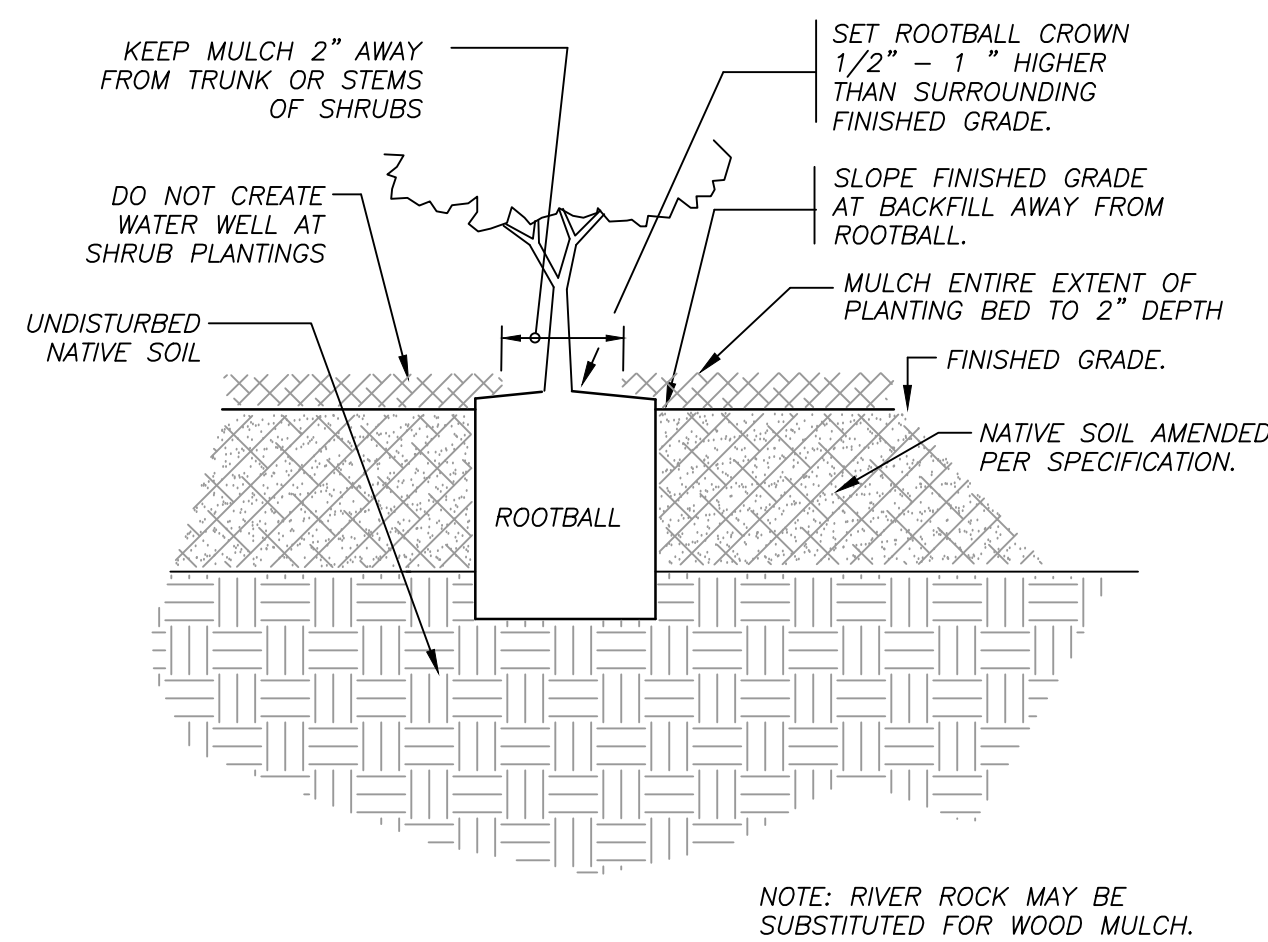
BOULDER INSTALLATION



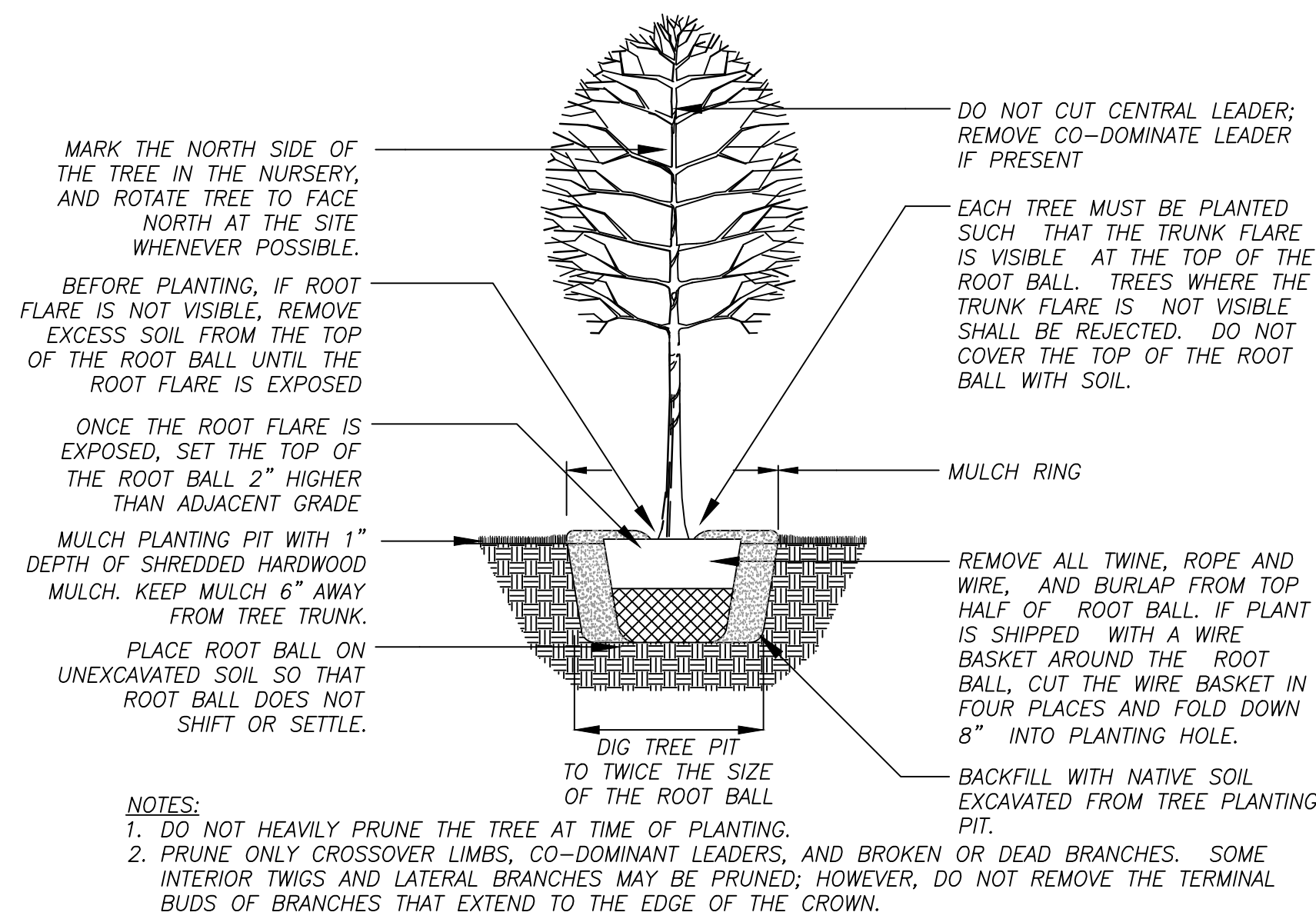
2 STEEL EDGING AT PLANTING BED
N.T.S.



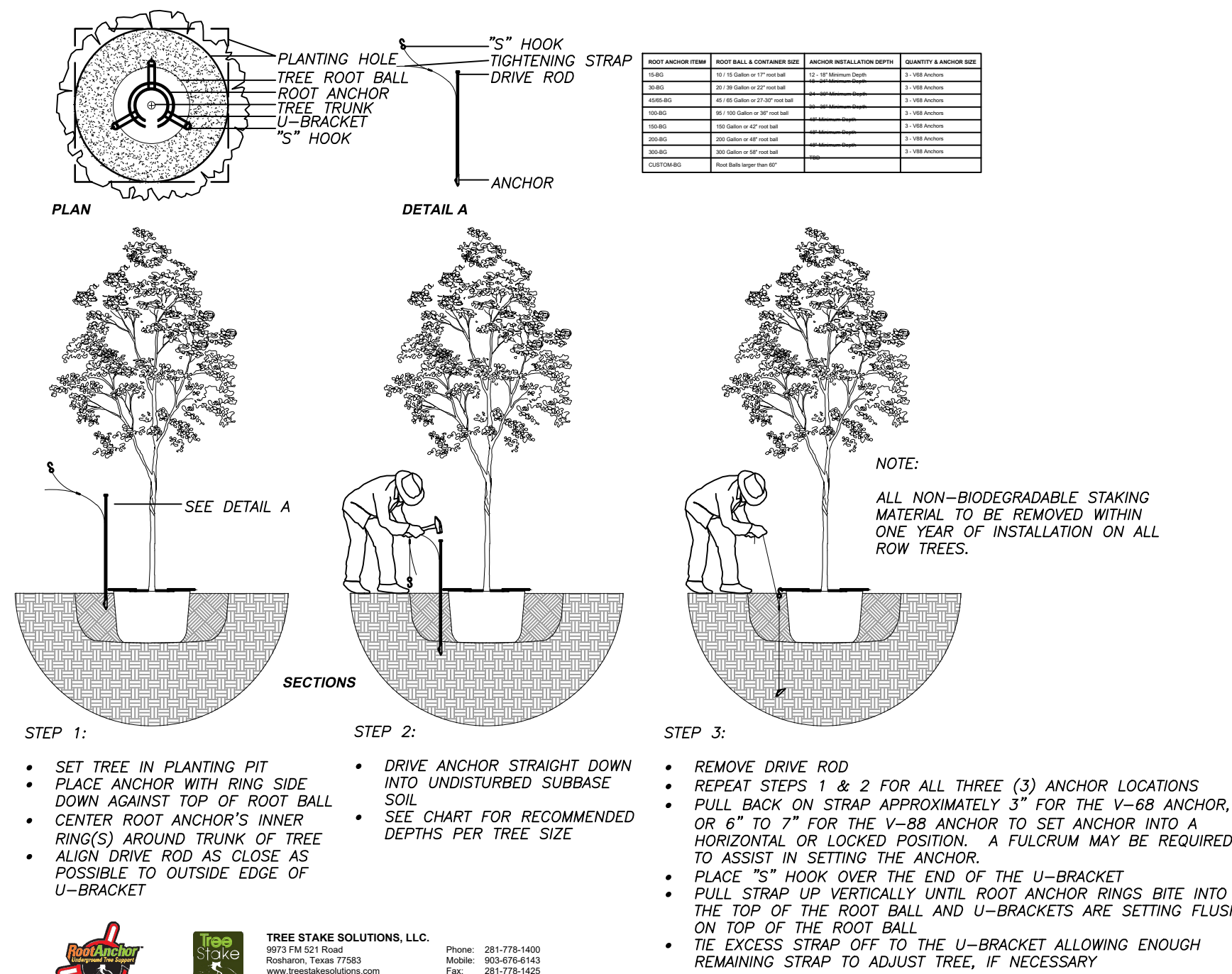
5 GROUNDCOVER PLANTING
NOT TO SCALE



7 SHRUB PLANTING
NTS



3 TREE PLANTING DETAIL IN ALL SOIL TYPES
NTS



8 BELOW GRADE SAFETY STAKE
NTS

No.	Date	Revision Description

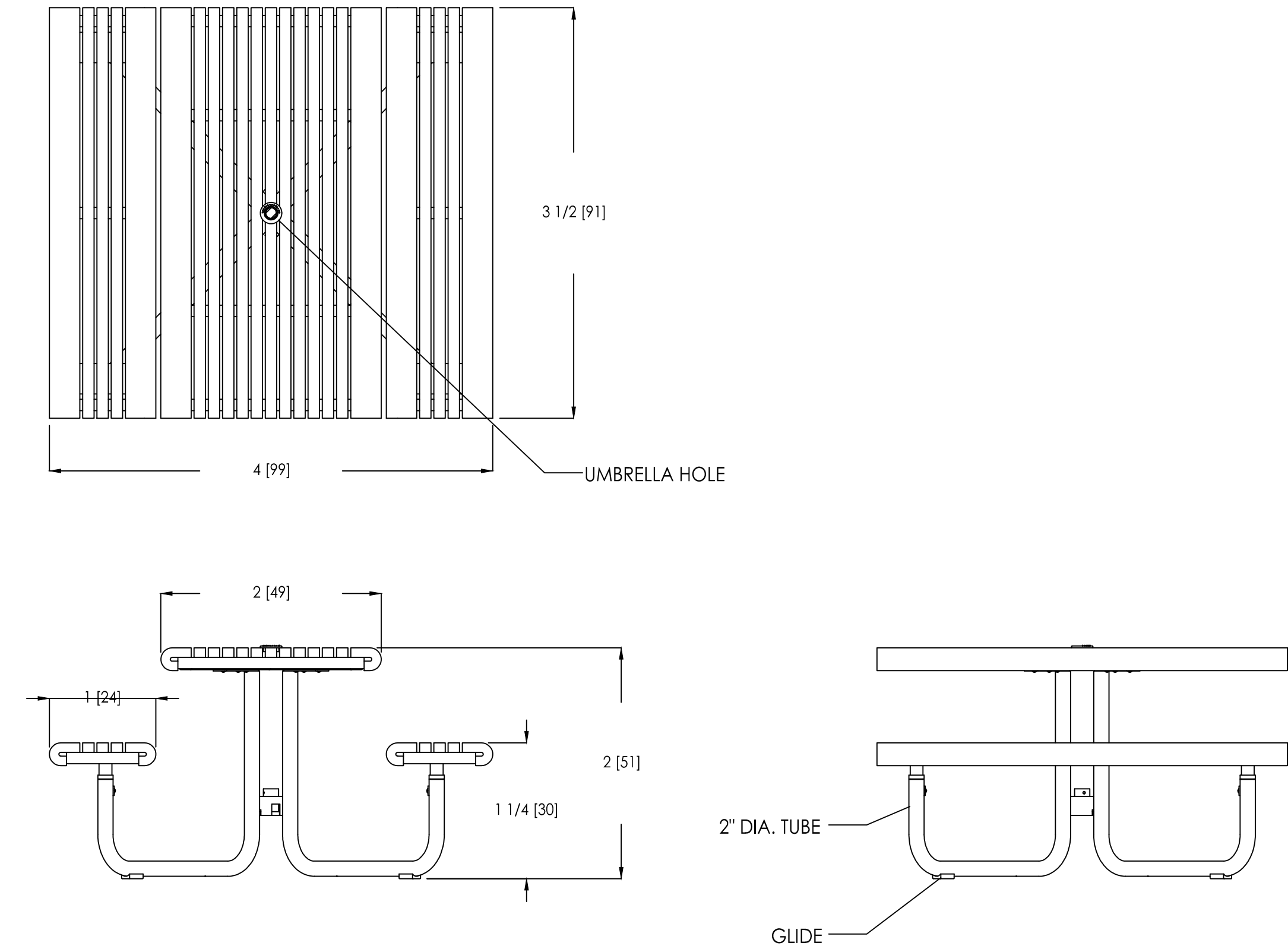
PROJECT NO.24-0159

LANDSCAPE DETAILS

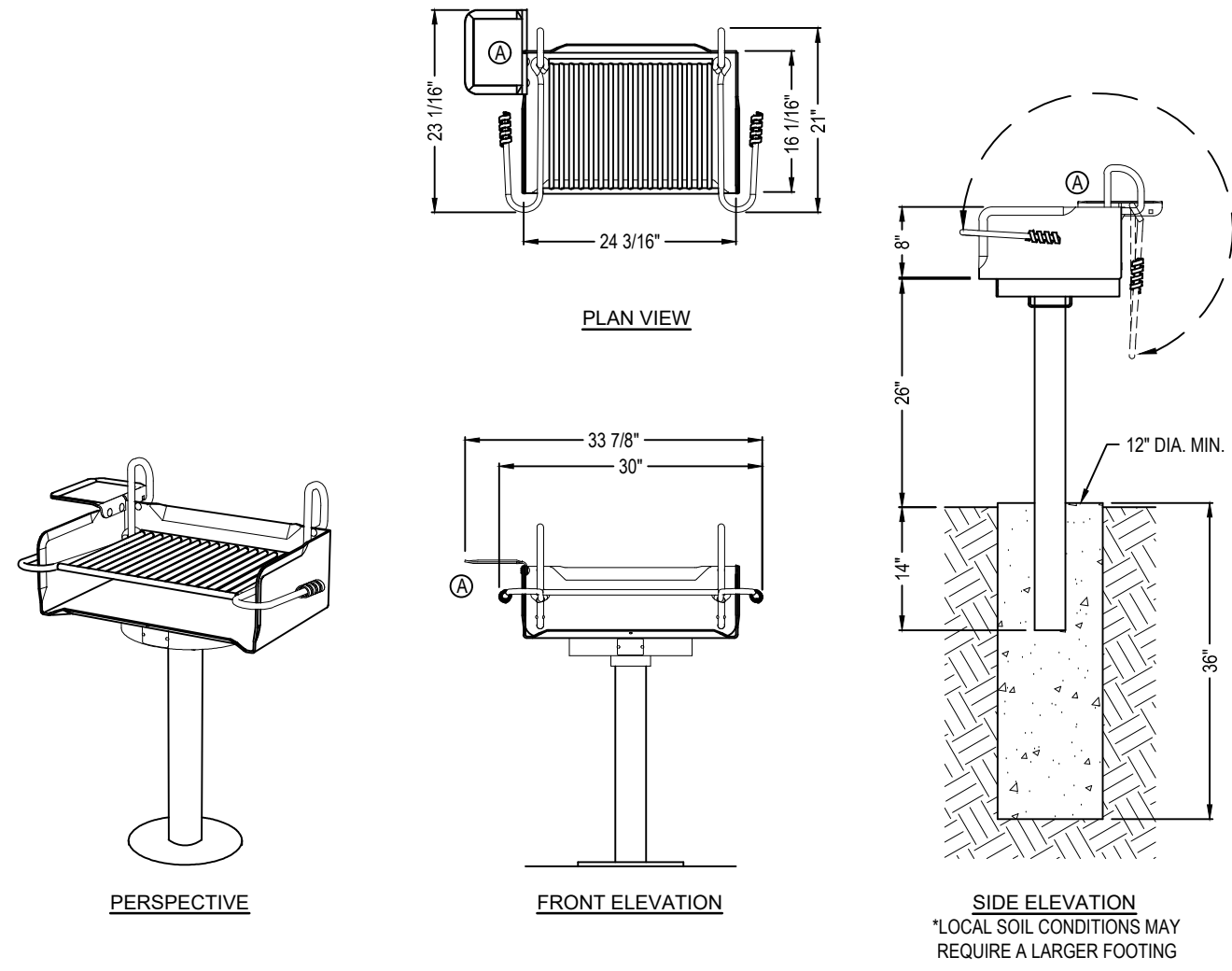
OASIS PARKSIDE MULTI-FAMILY
4310 MAIN STREET
ROWLETT, TEXAS



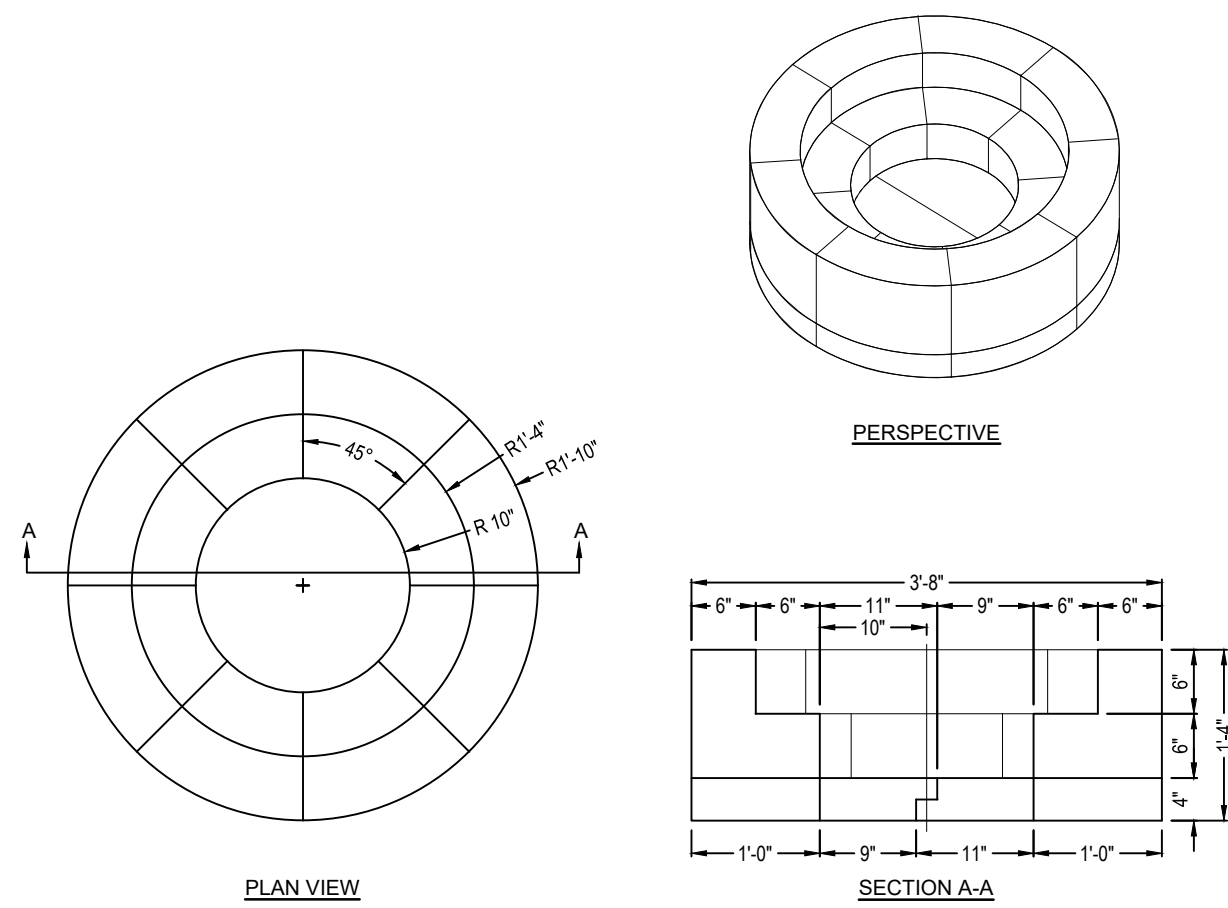
TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-ls.com



9 LANDSCAPE FORMS GRETCHEN PICNIC TABLE DETAIL
NTS



10 PILOT ROCK PREMIER PARK GRILL
NTS



1. THE FIRE RING SHOULD BE FINISHED WITH A VENEER, SUCH AS STONE, BRICK, OR STUCCO.

11 FIREROCK MASONRY FIREPLACE
NTS

HARDSCAPE DETAILS
OASIS PARKSIDE MULTI-FAMILY
4310 MAIN STREET
ROWLETT, TEXAS



TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-ls.com

SHEET NO.

LS - 1.3



Site



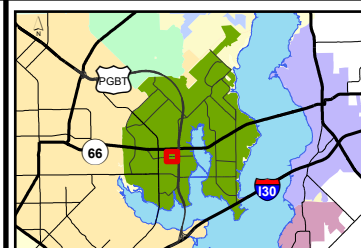
City Limits



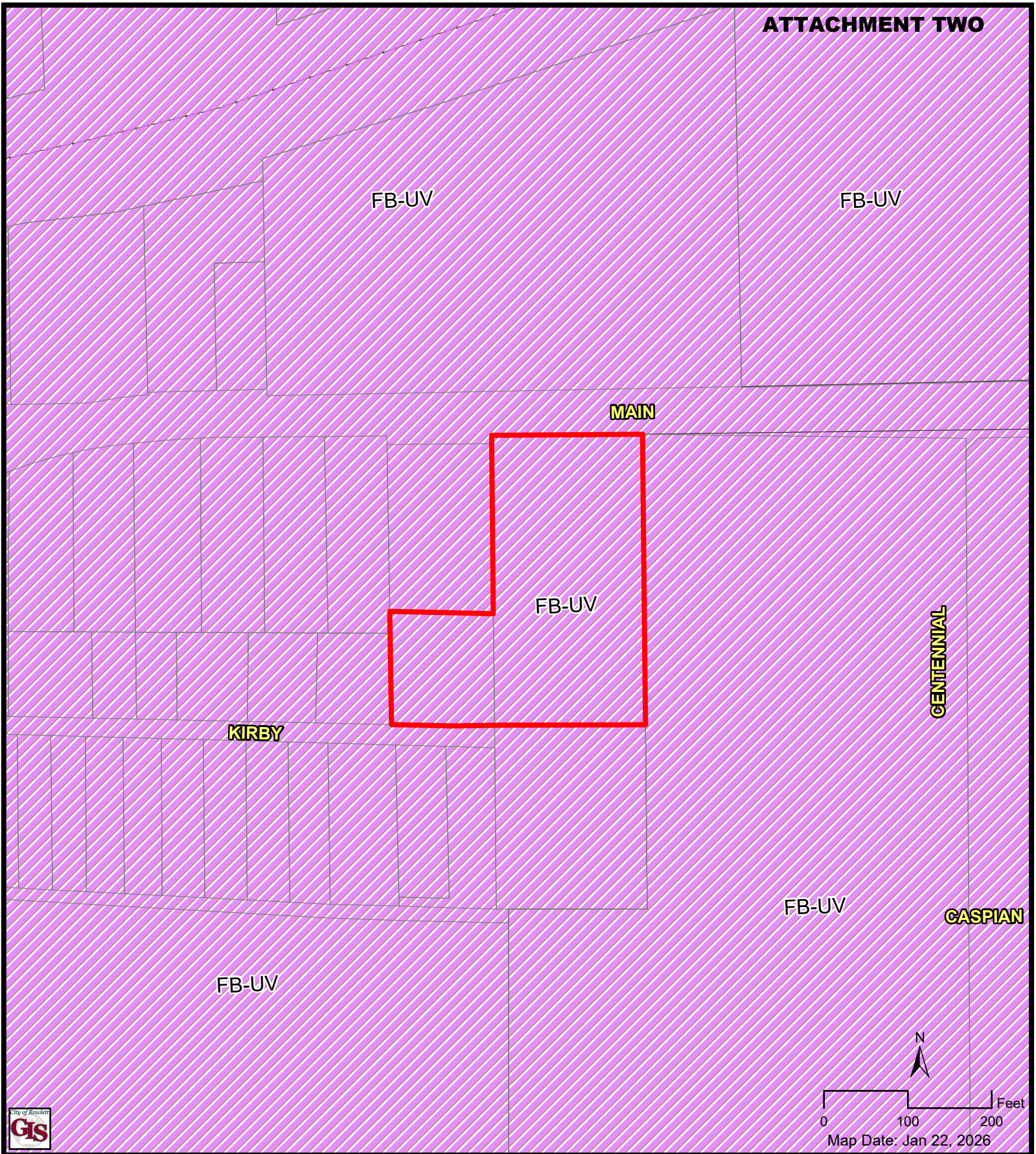
Parcels

Streets

Site Location Map



Rowlett
TEXAS



City Limits

FB-UV

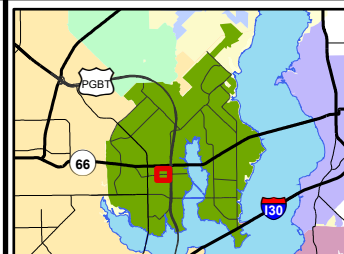


Site



Parcels

Existing Zoning Map



Meeting Date: 3/17/2026

Agenda Item: 5.C.

Title

Consider action to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Dallas Area Rapid Transit ("DART") for General Mobility Program Funds.

Staff Representative

Kristoff Bauer, Interim City Manager

Executive Summary

The Council will consider execution of an interlocal agreement with DART to provide for some revenue sharing to support mobility related projects.

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

On February 20, 2026, the Dallas Area Rapid Transit (DART) Board of Directors approved Resolution No. 260023 for a Strategic Funding Solution and an Interlocal Agreement (ILA) with DART Service Area Cities for a General Mobility Program (GMP). The City must execute the proposed ILA by April 30, 2026 in order to participate.

Discussion

The General Mobility Program (GMP) established under DART Board Resolution No. 260023, is a six-year initiative designed to distribute funds to eligible Service Area cities for the improvement of public transportation and complementary services.

Critical takeaways include:

- **Funding Escalation:** The program utilizes DART allocations supplemented by \$75 million from the North Central Texas Council of Governments (NCTCOG). Funding begins at a 0.5% allocation in FY 2027 and increases by 0.5% annually to reach 10% of DART sales tax by FY 2031.
- **Execution Deadline:** The ILA must be executed by both parties no later than **April 30, 2026**.

- **Project Scope:** Funds are restricted to "Eligible Projects" that benefit DART's Public Transportation System or provide "Complementary Transportation Services."
- **Compliance:** Access to funds is contingent upon the City of Rowlett remaining in "Good Standing" regarding financial obligations to DART.
- **Clawback Provisions:** Funds not encumbered by September 30, 2033, or used in violation of the agreement, must be returned to DART.

Program Overview and Funding Structure

The GMP is a strategic funding solution intended to advance mobility within DART's service area. The financial framework is built upon a combination of DART sales tax revenues and regional contributions.

Project Eligibility and Definitions

To receive GMP funds, Rowlett must propose projects that fall within specific legal and operational definitions.

Key Definitions

- **Complementary Transportation Services:** Includes special services for the elderly or disabled, medical transportation, street modifications to improve public transit infrastructure, and facilities such as parking, roadways, and pedestrian corridors.
- **Public Transportation System:** Encompasses all property, facilities, and equipment held by DART for passenger conveyance, including vehicle parking and environmental protection facilities.
- **Eligible Project:** A city-initiated project supporting the Public Transportation System or Complementary Transportation Services that has received formal DART approval.
- **Site-Specific Shuttle:** A circulator or shuttle service that supports the public transportation system per DART Board Policy III.16.

Allowable Activities

Eligible activities include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, and surveying. Funds may also cover the operating costs of DART services within the city under separate agreements.

Obligations and Compliance Requirements

The City of Rowlett assumes full responsibility for the implementation and maintenance of approved projects.

City Obligations

- **Implementation:** Rowlett is responsible for all planning, design, construction, and maintenance of Eligible Projects.
- **Insurance:** The city must maintain adequate insurance or self-insurance for all

projects and require the same from its contractors.

- **Good Standing:** The city must be current on all payments owed to DART for any goods or services provided under other agreements. DART may not withhold funds if a "good faith dispute" is in litigation or informal resolution.

DART's Oversight and Approval Process

- **Submittal Deadline:** The city must submit project descriptions, cost estimates, and benefit statements by **June 30 annually**.
- **Review Period:** DART has 14 business days to respond. If DART fails to approve or deny a legally permissible project within 45 days, it is "deemed automatically approved."
- **Reimbursement Restrictions:** DART is not obligated to reimburse the city for costs incurred prior to the execution of the agreement or for projects undertaken without prior approval.

Financial Management and Critical Deadlines

The agreement establishes a strict timeline for fund disbursement, reporting, and project completion.

Disbursement and Reporting

- **Payment Date:** DART distributes undisputed funds annually on **October 1**.
- **Delay Provisions:** If DART sales tax receipts trend below the Board-approved budget as of September 15, DART may delay payments until December 15.
- **Reporting:** The city must submit semi-annual progress reports on January 15 and July 15 of each year until project completion.

Lifecycle Deadlines

- **Contract Execution:** Contracts for all Eligible Projects must be executed by **September 30, 2033**.
- **Fund Encumbrance:** Any GMP funds not encumbered for approved projects by September 30, 2033, must be returned to DART.
- **Project Completion:** Documentation of substantial completion must be provided to DART by **September 30, 2036**.

Withdrawal and Legislative Protections

The ILA contains specific protections for DART regarding city withdrawal and legislative interference.

Withdrawal from DART Service Area

- **Election Impact:** If Rowlett proceeds with a withdrawal election in 2026 or succeeds in a withdrawal election during the term, all GMP payments are forfeited.
- **Suspension:** If an election is called, funds will be suspended pending the

outcome and reinstated only if the election fails.

- **Refunds:** If the city withdraws before September 30, 2031, any unencumbered GMP funds must be reimbursed to DART.

Legislative Restrictions

- **Sales Tax Levy:** Both parties agree to abstain from legislative actions seeking to reduce or impair the one-cent sales tax levy during the agreement's term.
- **Violations:** Failure to adhere to this provision results in the forfeiture of future payments and the required reimbursement of unencumbered funds, subject to a 30-day cure period.

Legal and Administrative Terms

Most Favored Nation: DART guarantees that no other Service Area city will receive more favorable terms. If DART offers better terms elsewhere, this agreement will be modified to provide Rowlett the same benefits.

Financial/Budget Implications

Estimated Annual Allocations for Rowlett

The estimated distributions for the City of Rowlett are as follows:

Fiscal Year	Allocation %	Estimated Amount
2026 (Actual)	5.00%	\$422,031
2027 (Actual)	6.00%	\$548,488
2028 (Estimate)	7.00%	\$664,219
2029 (Estimate)	8.00%	\$787,954
2030 (Estimate)	9.00%	\$920,133
2031 (Estimate)	10.00%	\$1,061,220
Total Estimated		\$4,404,044

Recommended Action

Staff recommends that Council adopt a resolution authorizing the Mayor to execute the proposed Interlocal Agreement with the Dallas Area Rapid Transit for General Mobility Program Funds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN DALLAS AREA RAPID TRANSIT ("DART") AND THE CITY OF ROWLETT TEXAS FOR GENERAL MOBILITY PROGRAM FUNDS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DART has established a six-year General Mobility Program for allocation and distribution of general mobility funds to eligible DART Service Area cities, including the City of Rowlett as more fully set forth in the Interlocal Agreement attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, DART and the City of Rowlett are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council has determined that it serves the health, safety and general welfare of the citizens of Rowlett to enter into this Agreement with DART:

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

SECTION 1: The Interlocal Agreement between Dallas Area Rapid Transit (“DART”) and the City of Rowlett, Texas for General Mobility Program Funds (the “Agreement”) attached hereto and incorporated herein by this reference as Exhibit “A,” is hereby approved and the Mayor or his designee is hereby authorized to execute the Agreement on behalf of the City of Rowlett in substantially the form of Exhibit “A” along with all other related and necessary documents.

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

Attachments

1. ILA with DART for GMP
2. ILA with DART GMP Transmittal Letter

FORM OF
INTERLOCAL AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
CITY OF ROWLETT for
GENERAL MOBILITY PROGRAM FUNDS

This Interlocal Agreement (“Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the “Act”), and CITY OF ROWLETT (“CITY”). DART and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to DART Board Resolution No. 260023, the DART Board directed the DART President & Chief Executive Officer to establish a six-year General Mobility Program (GMP) for allocation pursuant to Exhibit “A”¹ to be distributed to eligible DART Service Area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as “GMP Funds;” and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) has authorized seventy-five million dollars (\$75,000,000.00) in funding to supplement the DART allocation amounts for FY 2027 through FY 2031 as shown in Exhibit “A,” of which 0.5% will be allocated in FY 2027, and will increase by 0.5% each year to achieve an allocation equivalent to 10% of DART sales tax in FY 2031; and

WHEREAS, pursuant to DART Board Resolution No. 260023 and Exhibit “A,” all DART Service Area cities are eligible to receive a portion of the GMP Funds during the six (6) year term of this Agreement, subject to the conditions contained in this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Act and Chapter 791 of the Texas Government Code; and

WHEREAS, CITY is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services (each as defined below) or is otherwise permissible under the Act and complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

¹ Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029).

Section I. Definitions

- 1.1 Complementary Transportation Services means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications to improve public transportation infrastructure or as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including providing parking facilities, roadways, and pedestrian corridors. "Complementary Transportation Services" must be provided within the limits of DART's service area.
- 1.2 Eligible Project means a CITY project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with Section III of this Agreement.
- 1.3 Public Transportation means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.
- 1.4 Public Transportation System means (a) all property owned or held by DART for public transportation or complementary transportation service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for public transportation or complementary transportation service purposes.
- 1.5 Site-Specific Shuttle means a circulator or shuttle service that complements and supports the public transportation system as defined in DART Board Policy III.16.
- 1.6 Eligible CITY means a city identified in DART Board Resolution No. 260023 and Exhibit "A" as eligible to receive a portion of the GMP Funds, subject to the conditions contained in this Agreement.
- 1.7 Effective Date means the date on which this Agreement was executed by a duly authorized representative of both parties. The Effective Date must not be later than April 30, 2026.
- 1.8 Term means the period during which this Agreement is in effect, commencing on the Effective Date through September 30, 2031.

Section II. CITY's Obligations

- 2.1 Use of Funds. CITY shall use GMP Funds only for an Eligible Project approved by DART in accordance with Section III of this Agreement.

- 2.2 Good Standing Requirement. CITY understands and agrees that CITY shall not be entitled to receive any GMP Funds until and unless any outstanding amounts owed to DART pursuant to any Interlocal Agreement or other Agreement, whereby CITY is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided, shall be current or fully paid. If there is a good faith dispute in which the parties are engaged in litigation, or an informal dispute resolution process, DART may not withhold GMP Funds while the dispute is pending.
- 2.3 Certification of CITY Meeting Good Standing Requirements. CITY shall have met the requirements of Section 2.2 before any project is approved and before GMP Funds are distributed to CITY. If DART does not certify the CITY's compliance under Section 2.2, DART shall inform the CITY within fourteen (14) business days of any deficiencies or matters requiring immediate action. CITY may cure or commence to cure the deficiency within 30 days of DART's written notice or may pursue the dispute resolution process in Section IX of this Agreement.
- 2.4 Project Design, Construction, and Maintenance. All activities associated with implementation and operation of an Eligible Project, including planning, design, construction, and maintenance, shall be the responsibility of CITY, unless otherwise agreed to by DART. The Parties shall reasonably cooperate with each other on any Eligible Project that CITY initiates.
- 2.5 Insurance. CITY shall obtain and maintain, and shall require its contractors to obtain and maintain, adequate insurance or self-insurance coverage to effectively protect against the risks associated with each Eligible Project.

Section III. DART Approval of Eligible Projects

- 3.1 Allowable Projects and Activities. A project proposed by CITY shall be related to improvement of, or provide a benefit to, DART's Public Transportation System or provide Complementary Transportation Services and be approved by DART in accordance with Section 3.2 of this Agreement. Eligible activities for which the GMP Funds may be used include, but are not limited to, planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, or surveying, and the cost of contracting with providers of Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of DART services within the CITY under a separate funding agreement between DART and CITY.
- 3.2. CITY Submittal of a Project. By June 30 annually, CITY will submit to DART a description of each proposed project, a cost estimate, and a statement demonstrating how the proposed project will benefit DART's Public Transportation System or will provide Complementary Transportation Services. CITY may amend and resubmit alternative proposed projects for review and approval by DART after the annual June 30, deadline in Section 4.3 by submitting a request in writing to DART. All other critical deadlines in Section 4.3 will remain in effect.

- 3.3 DART Approvals. DART will have fourteen (14) business days to review and respond to the proposed Project(s). DART shall not unreasonably withhold approval for proposed projects considered legally permissible pursuant to this Agreement. Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029). If a project considered legally permissible pursuant to this Agreement is not approved or denied within forty-five (45) days of submission, it shall be deemed automatically approved by the DART.
- 3.4 Eligible Projects. Only after a proposed project has been approved by DART in writing, or deemed automatically approved by DART, shall the proposed project be deemed an Eligible Project for the purposes of this Agreement.

Section IV. Financial Considerations

- 4.1 Eligibility for Reimbursement. CITY's expenditure of funds for a proposed project prior to DART's approval of such project in accordance with Sections 3.3 and 3.4 of this Agreement may render such expenditures ineligible for reimbursement by DART. DART shall have no obligation to reimburse CITY for any Eligible Project undertaken prior to DART's approval thereof and DART is not obligated to provide GMP Funds for activities performed or costs incurred prior to the execution of this Agreement.
- 4.2 Disbursement of Funds. DART shall disburse GMP Funds to CITY only if CITY is in good standing per Section 2.2, and has received certification under Section 2.3 for Eligible Projects approved by DART in accordance with the following terms:
- a. General. CITY shall receive the amount of GMP Funds in accordance with Exhibit "A." The Parties agree to actively collaborate with each other and regional stakeholders to seek new revenues. If regional rail or state-authorized new revenue or funding is made available, this Agreement will be amended and the amount in Exhibit "A" will increase by an amount commensurate with those new revenues not to exceed the equivalent of twenty-five (25) percent of DART sales and use tax collections. DART shall have no obligation to pay to CITY an amount greater than the annual amount of GMP Funds available to CITY if DART has approved more than one Eligible Project for CITY. Unless otherwise agreed by DART, DART shall not be responsible for paying any cost overruns. To the extent permitted by law, CITY shall RELEASE AND HOLD DART HARMLESS from any claims or liabilities arising from the use of the GMP Funds or implementation or operation of an Eligible Project.
 - b. Payment. DART's President & Chief Executive Officer or designee shall approve all GMP Fund distributions. In Fiscal Year (FY) 2026, DART shall distribute undisputed GMP Funds to CITY, in accordance with Exhibit "A," by October 1, 2026. In FY 2027 and in each subsequent fiscal year during the term of this Agreement, DART shall distribute undisputed GMP Funds to the CITY, in accordance with Exhibit "A," on October 1 annually.

- 4.3 Critical Deadlines. CITY shall submit proposed projects to DART for approval by June 30 annually during the term of this Agreement. CITY shall submit semi-annual reports to DART to demonstrate progress on approved projects by the 15th of January and July of each year until project completion. Contracts for Eligible Projects must be executed by CITY by September 30, 2033. CITY shall provide documentation demonstrating substantial completion of Eligible Project(s) to DART for its records by September 30, 2036, or earlier as projects are completed. GMP Funds not encumbered by CITY on approved projects prior to September 30, 2033, shall be returned to DART.
- 4.4 Audit Rights. If a subsequent audit of Eligible Project documentation submitted under Section 4.3 reveals that GMP Funds were expended in violation of this Agreement, CITY will be provided a copy of any report and will be given ten (10) business days to respond to any expenditure in violation of this Agreement. If findings do not change, CITY shall promptly reimburse such funds to DART. If there is continued disagreement on the findings, Section IX Dispute Resolution may be pursued.
- 4.5 Existing Services. This Agreement is entered into in consideration of existing services and service coverage DART provides to CITY at the time this Agreement is executed. Any changes to DART services that reduce service levels or coverage when this Agreement was executed must be agreed upon mutually in writing, other than changes made pursuant to existing DART policy on Service Standards and Service Changes and as that may be amended from time to time in the future.
- 4.6 Redistribution of Funds. Any funds refunded to CITY from an agreed amended service plan or any other separate agreement between DART and CITY shall be an additional distribution to CITY by DART, separate from this Agreement, and shall not impact or be an offset from any GMP distributions required herein.
- 4.7 Sales Tax Receipts. In year(s) where DART sales tax receipts are trending below the Board approved budget as of September 15 of that year, DART may delay payment to the CITY until December 15 of that year.

Section V. Termination

5.1 Termination.

In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by securing a determination through the dispute resolution process set out in Section IX without such dispute resolution being final. In the event the Parties are unable to resolve their dispute through the dispute resolution process set out in Section IX, then either Party may terminate this Agreement.

- 5.2 Expiration of Agreement. This Agreement shall terminate automatically on September 30, 2031; provided, however, obligations identified in 4.3 and 10.7, shall survive termination.

Section VI. Withdrawal of Service Area City

- 6.1 Pursuant to the Act, ordering of an election as a result of a citizen petition will not be considered a material breach of this Agreement.
- 6.2 If CITY has ordered an election prior to this Agreement, CITY shall rescind the order of the election within seven (7) business days following the execution of this Agreement, and DART shall reinstate within seven (7) business days any funds that DART has suspended or placed on hold under any previous agreements with CITY because of the call of an election to withdraw from DART.
- 6.3 If CITY proceeds with a withdrawal election pursuant to the Act, Sec. 452.651(a), in 2026, or if an election to withdraw pursuant to the Act, Sec. 452.651(b), is successful during the term of this Agreement, payment under this Agreement will be forfeited. If an election is called pursuant to the Act, Sec. 452.651(b), during the term of this Agreement, GMP Funds will be suspended pending the election outcome, and will be fully reinstated if the election fails.
- 6.4 If CITY withdraws from DART pursuant to an election prior to September 30, 2031, then any GMP Funds disbursed by DART and unencumbered by CITY shall be reimbursed to DART.

Section VII. Legislative Activities

- 7.1 Parties agree to abstain from legislative action seeking to amend Section 452 of the Act to reduce or impair the one cent sales tax levy during the period of this Agreement.
- 7.2 This section does not apply to mutually acceptable legislative activities that are undertaken in collaboration with DART, consistent with approved legislative priorities of the DART Board and all service area cities.
- 7.3 If the CITY or its authorized agent violates this provision, any GMP Funds previously disbursed by DART and unencumbered by CITY under this Agreement shall promptly be reimbursed to DART and all future annual payments will be forfeited; provided, however, DART must notify CITY of any violation of this provision in writing and CITY may cure the deficiency within 30 days of DART's notice. If the deficiency is cured, GMP Funds shall not be required to be reimbursed, and annual payments will not be forfeited.

Section VIII. Most Favored Nation

DART hereby covenants and agrees that none of the terms that may be offered to any other participating Service Area city are or will be more favorable to such Service Area city than those

of the CITY; and in the event that DART should amend this Agreement with other Service Area cities providing for more favorable terms, this Agreement shall be deemed amended and modified in an economically and legally equivalent manner such that CITY shall receive the benefit of such more favorable terms.

Section IX. Dispute Resolution

DART and CITY will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. If an issue or dispute cannot be resolved, it will be elevated to CITY's City Manager and the DART President & Chief Executive Officer as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them.

Section X. Miscellaneous

10.1 Notices. Notice shall be provided in writing at the following addresses:

DALLAS AREA RAPID TRANSIT
1401 Pacific Avenue
Dallas, Texas 75202-7210
cfo@dart.org
Attn: EVP, Chief Financial Officer

CITY OF ROWLETT
P.O. Box 99
Rowlett, TX 75088-0099
wbadgett@rowlett.com
Attn: Director of Financial Services

Copy to:
DART General Counsel
P.O. Box 660163
Dallas, TX 75266-7255

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

- 10.2 Governing Law; Voting Requirements for Initiation of Suit Against CITY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a principal or non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.
- 10.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties on the terms herein. This Agreement may be amended or supplemented only by a mutual agreed upon written instrument executed by the Parties.
- 10.4 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into, and the Parties hereto specifically disclaim such relationship.

- 10.5 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 10.6 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.
- 10.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable. Except for the time periods that CITY shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.
- 10.8 Force Majeure. Except for payments due and owing to CITY by DART pursuant to this Agreement, in no event shall either party be liable or be deemed to have breached this Agreement for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delays or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, tornadoes, floods, pandemics or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 10.9 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.
- 10.10 No Discrimination. In the performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 10.11 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

DALLAS AREA RAPID TRANSIT



Nadine S. Lee
President & Chief Executive Officer

Date: 02/24/26

CITY OF ROWLETT

City Official

Title: _____

Date: _____

Estimated DART and Regional Transportation Council (RTC) Contributions

	DART %	RTC %	Total	DART	RTC	Total
Year 1	5.00%	0.00%	5.00%	42,589,182	-	42,589,182
Year 2	5.50%	0.50%	6.00%	49,520,638	4,501,876	54,022,514
Year 3	6.00%	1.00%	7.00%	56,075,369	9,345,895	65,421,264
Year 4	6.50%	1.50%	8.00%	63,056,753	14,551,558	77,608,311
Year 5	7.00%	2.00%	9.00%	70,487,749	20,139,357	90,627,105
Year 6	7.50%	2.50%	10.00%	78,392,446	26,130,815	104,523,261
			Total Estimated	360,122,136	74,669,501	434,791,638

Estimated Annual Allocations

	Fiscal Year	% Allocation	Addison	Carrollton	Cockrell Hill	Dallas	Farmers Branch	Garland	Glenn Heights
Actual	2026	5%	\$ 836,068	\$ 2,382,874	\$ 30,133	\$ 21,161,957	\$ 1,175,463	\$ 2,149,165	\$ 61,509
Actual	2027	6%	\$ 1,017,997	\$ 3,024,252	\$ 38,154	\$ 26,156,989	\$ 1,446,164	\$ 3,041,345	\$ 74,303
Estimate	2028	7%	\$ 1,232,795	\$ 3,662,369	\$ 46,205	\$ 31,676,114	\$ 1,751,305	\$ 3,683,068	\$ 89,981
Estimate	2029	8%	\$ 1,462,447	\$ 4,344,616	\$ 54,812	\$ 37,576,921	\$ 2,077,548	\$ 4,369,171	\$ 106,743
Estimate	2030	9%	\$ 1,707,772	\$ 5,073,425	\$ 64,006	\$ 43,880,450	\$ 2,426,057	\$ 5,102,100	\$ 124,649
Estimate	2031	10%	\$ 1,969,631	\$ 5,851,350	\$ 73,821	\$ 50,608,785	\$ 2,798,052	\$ 5,884,422	\$ 143,762
Total			\$ 8,226,710	\$ 24,338,885	\$ 307,131	\$ 211,061,217	\$ 11,674,590	\$ 24,229,270	\$ 600,945

	Fiscal Year	% Allocation	Highland Park	Irving	Plano	Richardson	Rowlett	University Park	Total All Cities
Actual	2026	5%	\$ 422,031	\$ 5,156,506	\$ 5,798,553	\$ 2,598,512	\$ 473,876	\$ 342,535	\$ 42,589,182
Actual	2027	6%	\$ 548,488	\$ 6,795,005	\$ 7,641,816	\$ 3,239,292	\$ 578,915	\$ 419,794	\$ 54,022,514
Estimate	2028	7%	\$ 664,219	\$ 8,228,751	\$ 9,254,239	\$ 3,922,783	\$ 701,066	\$ 508,371	\$ 65,421,264
Estimate	2029	8%	\$ 787,954	\$ 9,761,650	\$ 10,978,171	\$ 4,653,541	\$ 831,665	\$ 603,073	\$ 77,608,311
Estimate	2030	9%	\$ 920,133	\$ 11,399,166	\$ 12,819,759	\$ 5,434,173	\$ 971,176	\$ 704,239	\$ 90,627,105
Estimate	2031	10%	\$ 1,061,220	\$ 13,147,039	\$ 14,785,456	\$ 6,267,413	\$ 1,120,090	\$ 812,222	\$ 104,523,261
Total			\$ 4,404,044	\$ 54,488,117	\$ 61,277,993	\$ 26,115,714	\$ 4,676,789	\$ 3,390,234	\$ 434,791,638

Notes:

1. FY2026 and FY2027 based on actual sales tax receipts for FY2024 and FY2025, respectively.
2. FY2028 through FY2031 are estimates based on 3.8% annual growth of sales tax revenues and will be adjusted to actual sales tax collections on a two-year lookback.
3. DART contributions are presented as a percent of estimated sales tax, and only for cities participating in the program.
4. The RTC contribution is a fixed dollar amount; therefore, the total percent and dollar contributions are estimates.
5. The allocations by city are based on each city's proportional share of total sales tax collected by DART. If a city withdraws or does not participate in the GMP, that city's share is removed from the total available.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

February 24, 2026

Mr. David Hall
City Manager
City of Rowlett
4000 Main Street
Rowlett, TX 75088

Via Email: dhall@rowlett.com

Subject: General Mobility Program Interlocal Agreement with DART Service Area Cities

Dear Mr. Hall:

On February 20, 2026, the Dallas Area Rapid Transit (DART) Board of Directors approved Resolution No. 260023 for a Strategic Funding Solution and an Interlocal Agreement (ILA) with DART Service Area Cities for a General Mobility Program (GMP). Enclosed is the ILA for Rowlett which includes information about your city's obligations, project eligibility, and terms for accepting the funds. Per the recent DART Board action, the prior ILA under Board Resolution No. 250114, which was available to only certain cities, was rescinded.

Please review for clerical accuracy, particularly in Section 10.1 Notices. Per Section 1.7, the Effective Date for this ILA to be executed by both parties must not be later than April 30, 2026.

We look forward to partnering with you to advance mobility in your city. If you have any questions, please contact me by email at nlee@dart.org or Jamie Adelman, Chief Financial Officer, at jadelman@DART.org.

Sincerely,

Nadine S. Lee
President & Chief Executive Officer

Enclosure

c: Wendy Badgett, City of Rowlett, Director of Financial Services
Gene Gamez, DART, General Counsel
Jamie Adelman, DART, Executive Vice President/Chief Financial Officer
Jeamy Molina, DART, Executive Vice President/Chief Communications Officer
Kay Shelton, DART, Chief of Staff