



City Council Meeting Agenda

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

Monday, April 6, 2026

6:00 PM

Municipal Building – 4000 Main

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

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

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

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

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

1. Call to Order

2. Citizens' Input

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

3. Work Session

3.A. Update regarding the Rowlett Community Centre Facility Condition Assessment Report.

3.B. Update regarding the Capital Improvement Program (CIP) Projects and Possible Funding Alternatives.

3.C. Presentation regarding an upcoming PID bonds issuance for the Trails at Cottonwood Creek Project.

3.D. Presentation regarding the purchase of water meter repair and replacement services from Aqua Metric Sales Company.

3.E. Update regarding the Rowlett Citizen Survey.

4. Discuss Consent Agenda Items for April 7, 2026, City Council Meeting

5. 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 31, 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: 4/6/2026

Agenda Item: 3.A.

Title

Update regarding the Rowlett Community Centre Facility Condition Assessment Report.

Staff Representative

Ryan Mullins, Director of Parks & Rec

Executive Summary

Receive a presentation of the results of a Facility Conditions Assessment Report on the Rowlett Community Center. This item will discuss the facility's current maintenance deficiencies, provide information on future capital needs and possible enhancements.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENHANCE QUALITY OF LIFE	4.2 Create a destination-centered parks system. 4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations.

Background Information

The Rowlett Community Centre opened in 1996 and expanded in 2005. A Facility Condition Assessment report was conducted to assess the current and future maintenance needs for the facility. This presentation includes the findings of the report and potential enhancements to the facility.

Discussion

This presentation will provide an overview of the Facility Condition Assessment (FCA) conducted for the Rowlett Community Centre in November 2025. The assessment offers an analysis of the current state of the facility's structural and mechanical systems, highlighting areas that require attention and identifying components that are functioning as intended. Included in the report is a list of deferred maintenance tasks, which outlines repairs that have been postponed, along with their associated costs.

The FCA report states that the Rowlett Community Centre has a total of \$345,413 in total deferred maintenance. Of which \$287,096 are designated as "Currently Critical", \$9,057 are designated as "Potentially Critical" and \$49,260 of age-based components with a negative service life remaining.

Critical Items \$287,096

- HVAC Controls
- Roofing
- Site Development
- Exterior Walls
- Flooring Construction
- Pedestrian Paving
- Electrical Wiring

Potentially Critical \$9,057

- Retaining Wall
- Pedestrian Paving

Age-Based Components with Negative Service Life \$49,260

- HVAC Ductwork

The presentation will also provide projected expenses for future annual preventative maintenance to help ensure the ongoing reliability and safety of the Centre. A ten-year capital replacement plan, specifying major equipment and infrastructure investments anticipated over the next decade.

Ten-Year Annual Preventative Maintenance Estimate \$837,000

- Calculated at \$73,029 per year with an inflation rate of 3% per year, over the ten-year period.

Ten-Year Capital Replacement \$3,800,000

- Estimated cost to replace components that are forecasted to reach the end of their useful service life within the ten-year period.

Beyond these foundational elements, the presentation will also explore potential enhancements and modernization projects designed to keep the Rowlett Community Centre vibrant and welcoming. These initiatives are to support a wide range of community events, recreational activities, and educational programs, ensuring the facility remains a dynamic hub for residents of all ages well into the future.

Financial/Budget Implications

The Facility Condition Assessment report identifies \$345,413 in deferred maintenance

items and provides a ten-year forecast of \$837,194 for preventative maintenance and \$3,864,213 in capital replacement items.

Recommended Action

For discussion purposes only

Attachments

None

Meeting Date: 4/6/2026

Agenda Item: 3.B.

Title

Update regarding the Capital Improvement Program (CIP) Projects and Possible Funding Alternatives.

Staff Representative

Munal Mauldadad, Interim Asst City Manager
Gary Enna, Interim Director of PW/City Engineering

Executive Summary

The purpose of this item is to provide an update of the City's prioritized list of Capital Improvement Program (CIP) projects. There are sixty-five (65) active CIP projects which include streets, water, wastewater, drainage, parks, and special projects. These projects range from 2018 to 2023.

Additionally, this report also discusses funding gaps identified in nine (9) projects and accentuates the need to prioritize these projects in design completion stage and are ready for bid solicitation or construction.

This report provides an overview of the status of active projects and outlines possible funding alternatives and prioritization strategies to address identified shortfalls and maintain project schedules.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Invest in Transportation & Infrastructure	6.1 Systematically manage the Capital Improvement Program. 6.2 Upgrade residential streets, alleys, drainage ways, and utility systems. 6.3 Develop an interconnected network of paths, trails, and streets. 6.4 Improve traffic flow across all transportation modes. 6.5 Collaborate with DART and other transportation partners to enhance regional connectivity. 6.6 Apply long-term transportation planning approaches. 6.7 Provide a high-quality water supply and distribution system. 6.8 Provide a high-quality wastewater collection

system.

Background Information

The Capital Improvement Program (CIP) is the City's long-term planning and funding framework for major infrastructure investments, including streets, water and wastewater systems, drainage facilities, parks, and public infrastructure. The CIP enables the City to strategically maintain, improve, and expand infrastructure to support current service needs and future growth.

At their February 17, 2026, meeting, the City Council requested a work session to receive additional information regarding funding mechanisms and available options to support CIP project delivery.

Discussion

The CIP is a multi-year program that identifies, prioritizes, and delivers infrastructure improvements. The CIP consists of streets, water, wastewater, parks and special projects. There are currently sixty-five (65) projects which are reflected in Attachment A.

The following discussion provides an overview of funding options for CIP projects.

- **General Obligation Bonds:** These are a series of bonds that are voter approved and are typically dedicated for transportation projects. These funds are fungible within the series, meaning they can be used for multiple projects (unless specified for a particular program). These funds are supported by property tax revenues.
- **Revenue Bonds and Utility Funds:** These are a series of bonds that are issued and used to fund water and wastewater infrastructure projects and are supported by revenues generated from utility services.
- **Impact fees:** These are assessed on new developments and are used to fund capital improvements required to support growth, including roadway, water, and wastewater system expansions. The City collects two types of impact fees, Street Impact Fees and Water and Sewer Impact Fees. Street Impact Fees are utilized to fund eligible roadway capacity improvements and similarly, Water and Sewer Impact Fees are utilized only to fund water and sewer related projects. Per Section 395.012 of the Texas Local Government Code (TLGC), impact fees may be used for construction or expansion to serve new development and **not for any of the following prohibited uses;**
 1. A repair, operation, maintenance of existing or new capital improvements or facility expansions;
 2. Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
 3. Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development.

The City is divided into two zones for roadway impact fees and the water/wastewater fees are in a

single zone. The Impact Fee Map is provided in Attachment B.

It should be taken into consideration that \$7.3M was a bond that was voted on and issued for streets projects. These funds can be utilized for multiple transportation projects. Conversely, water and wastewater projects are funded through utility revenues, revenue bonds, and available reserves and are used for eligible infrastructure improvements such as pipeline upgrades, capacity enhancements, and system reliability. Therefore, in instances where there is funding gap for prioritized projects, the shortfall can be addressed utilizing these bond funds. Currently, there are six (6) streets and three (3) wastewater projects that are experiencing a funding gap and should be prioritized for the reasons discussed below.

Street Projects

- Miller Road Reconstruction Project: This emergency project is currently unfunded. The City engaged with Huitt-Zolars to perform, survey, geo-technical investigation, and design and construction for 4,000 linear feet of new concrete roadway. The final design plan is anticipated to be completed in mid-April 2026. Construction is to start immediately upon receiving the sealed construction plans. Construction should be completed by mid-August.
- Country Aire Estates Phase 2: This is the reconstruction of the second phase of Country Aire Estates. Phase 1 design and construction and Phase 2 design were funded with 2021 GO bonds. Phase 2 is ready for construction and is anticipated to commence Q3 2026, to completed in Q2 2027.
- Toler Business Park
 - Toler Business Park Reconstruction Phase 1: This project is the reconstruction of Century Drive and includes the installation of box culverts and necessary drainage design to address this flood prone area. The design was completed in July 2023, and the project is ready to be bid for construction, which is anticipated in Q2 2026 for completion in Q4 2027.
 - Toler Business Park Reconstruction Phase 2: This project is the street reconstruction of Singleton, Vaughn and Lawing Lanes that connect to Century Drive. These streets have been in disrepair for multiple years. The design was completed in October 2023 and is ready for construction, which is anticipated Q2 2026 for completion in Q4 2027.

It should be taken into consideration that that because Phase 1 was shelved, both phases are being combined into a single project from a construction perspective.

- Right Turn Lanes 4&5 at SH 66/Rowlett Road and SH 66/Kenwood Drive: This project was part of a 2018 GO bond program. The purpose of constructing right turn lanes at this intersection is to alleviate traffic congestion. The design is 90% complete and it is anticipated that construction will commence in Q1 2027 with completion in Q4 2028.
- Chiesa Road Reconstruction- South: Chiesa Road is currently a 2-lane undivided asphalt roadway. This corridor is a major conduit for east/west bound traffic. The reconstruction project will widen the roadway from a two-lane asphalt into a four-lane divided concrete roadway, from Miller Road to Dalrock Road. A final alignment was approved in June 2022 and in April 2025, 90% design has been completed. Construction is anticipated to commence Q1 2027 and be completed in Q4 2028.
- Merritt Road Interconnector: The Merritt Road Interconnector is a major transportation

project spanning approximately 3,400 linear feet, tying the developer-constructed portion east of President George Bush Turnpike to Liberty Grove Road. The project is anticipated to be at 90% Design end-April 2026. Construction is anticipated to commence Q3 2028 and completed in Q2 2030.

Wastewater Projects

- **Toler Bay 1 Lift Station:** This project, located within the Toler Bay Estates subdivision, includes the full replacement and reconfiguration of the lift station, with upgraded pumps, electrical systems, and a generator to reduce maintenance needs and operational downtime. Design was completed in June 2024, and the project is bid ready. Construction is anticipated to commence Q4 2026 with a completion date of Q1 2027.
- **SH 66 East Sanitary Sewer Rehabilitation Phase 2:** This project is a revenue bond-funded project located within an easement along SH 66 from west of Chiesa Road to Dalrock Road. The project includes approximately 10,150 linear feet of 15- to 18-inch sanitary sewer pipe upgrade. The design was completed in November 2025. Construction is anticipated to commence Q4 2026 with a completion date of Q4 2027.
- **SH 66 West Force Main:** This priority project is necessary to address aging and failing infrastructure. The project design is to replace approximately 5,775 linear feet of the existing 36-inch force main. The design is anticipated to be completed Q3 2026 with construction to commence in Q4 2026.

There is funding shortfalls of the projects referenced above and it is proposed that with the use of the street GO bond series, water and wastewater revenue funds and roadway impact fees. The funding gap solutions are articulated in the tables below for streets and wastewater.

Table 1. CIP Street Projects with Funding Shortfall and Possible Fund Alternatives

Street Project Title	Project Total Cost	Funding Gap	Possible Funding Options			
			GO Bond (\$7.3M)	Revenue Bond	Street Impact Fee	Street & Alley
Miller Road Reconstruction	\$ 2,775,480	\$ 2,775,480				
Streets			\$ 837,446			\$ 1,938,034
Toler Business Park						
Phase-1	\$ 3,843,755	\$ 795,608				
Streets & Drainage			\$ 795,608			
Phase 2	\$ 3,620,000	\$ 1,090,000				
Streets & Drainage			\$ 320,000			
Water and Sewer				\$ 770,000		
Country Aire Estates Phase 2	\$ 4,026,684	\$ 1,506,684				
Streets & Drainage			\$ 354,684			

Water and Sewer				\$ 1,152,000		
Chiesa Road – South	\$ 26,755,025	\$ 11,463,865				
Streets			\$ 1,999,431		\$ 5,564,434	
Water and Sewer				\$ 3,900,000		
Right Turn Lanes: 4 & 5	\$ 2,014,199	\$ 1,400,000				
Streets			\$ 1,400,000			
Merritt Rd Interconnector-Phase 2	\$ 29,412,958	\$ 6,623,958				
Streets			\$ 1,592,831		\$ 4,781,127	
Water and Sewer				\$ 250,000		

Table 2. CIP Wastewater Projects with Funding Shortfall & Possible Fund Alternatives

Wastewater Project Title	Project Total Cost	Funding Gap	Possible Funding Options	
			Revenue Bond	Other Projects/LS Abandonment
SH66 East Sanitary Sewer Phase 2	\$ 4,713,000	\$ 602,927		\$ 602,927
SH66 West Force Main	\$ 9,626,744	\$ 3,454,977		\$ 3,454,977
Toler Bay 1 Lift Station	\$ 959,454		\$ 329,454	\$ 329,454

As reflected in Attachment A, there are 6 active projects, as reflected in Attachment A. One such project is the Traffic Signal Controls Cabinet Replacement which was funded at part of Go bonds 2024. This program involves the replacement of 25 traffic signal cabinets. The project commenced in Q3 2025 and to date, of the 25 cabinets, 9 have been replaced. Project completion is anticipated Q3 2026.

Furthermore, a citywide assessment of the wastewater system conducted in 2012 and again in 2019 confirmed that the City is experiencing significant inflow and infiltration (I&I) issues. The 2019 study identified excessive inflow in 45% of the monitored basins. Some recent flow meter readings recorded by the meter installed by Garland in early 2023 indicate a substantial increase in wastewater volumes. The I&I concerns are currently under advisement and is being assessed as a priority, which will be presented in the near term.

In concert with the evaluation of the I&I concerns, an update of the Wastewater Masterplan including a conditions assessment of the wastewater system in Q2 2026. Recommendations from this update will guide future improvements to the City's sanitary sewer infrastructure and help

prioritize projects needed to address system capacity and reduce infiltration impacts. Furthermore, an update to sanitary sewer conditions assessment will be initiated in concert with the wastewater masterplan update. This project will identify the impact of I&I in specific areas of the City. There are no funding gaps for these projects.

Financial/Budget Implications

utilization of available GO bond series, water/sewer revenue bonds, street impact fees and streets and alley funds to complete the nine (9) projects identified.

Recommended Action

Seeking consensus to proceed with the project funding shortfall as presented.

Attachments

1. Attachment A - CIP Project Tables
2. Attachment B - Street Impact Fee Zone Map

Attachment A

Capital Improvement Program (CIP) Projects

CIP Projects Categorized in Three (3) Tiers:

- **Six (6) Active Projects**
- **Nine (9) Priority Projects with Funding Gaps**
- **Fifty (50) Other CIP Projects**

Attachment A

Capital Improvement Program (CIP) Projects

Active Projects (6 Projects)

Project Type	Project	Project Status	Milestone	Funding Gap
Streets	Traffic Signal Controls Cabinet Replacement (2024)	Q3/25 - Construction Commenced	Q3/26 - Anticipated Completion	No
Streets	Right Turn Lanes: Priorities 1, 2 & 3 (2018)	- Feb 2021 - Design Commenced - Dec 2021 – 100% Design Completed - June 2023 - Council requested reappraisal of properties - Feb 2024 – ROW Acquisition Completed - June 2024 - ACM directed full review of plans for all city projects - July 2024 - City Engineer requested revisions based on rereview of plans in accordance with new Public Right-of-Way Accessibility Guidelines - April 2025 – Supplemental TA Approved by Council - July 2025 – Utility Relocations completed - Nov 2025 - Final Design Completed 1/6/26 - Bid Awarded 2/5/26 - Preconstruction Meeting - Project delayed to Aug 2026 due to Miller Rd. Reconstruction	Q3/26 - Commence Construction Q4/27 - Anticipated Completion	No
Water	Rowlett Road Pump Station, Upper Pressure Plane Addition	- Dec 2023 – Design Commenced - Nov 2024 – Design Complete - Apr 2025 – Reject Bid due to single high bid - Jun 2025 – Supplemental TA to address design change from pre-bid meeting (communication between pumps) - Sept 2025 - Bid Solicited - Dec 2025 – Pre-Construction Meeting and Commence Construction	Q1/27 - Anticipated Completion	No
Drainage	TCEQ-MS4	- Completed Notice of Intent & Submitted to TCEQ. - Review of Stormwater Management Plan	Q2/26 - Anticipated Completion	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
Special Projects	Downtown District Infrastructure - Bistro Lights	• Aug 2025 - Bistro Light Installation Commenced • Oct 2025 - Main Street Lights Installed • Dec 2025 - Change Order for Design changes • Mar 2026 – Final Inspection and Punchlist • Apr 2026 – Addressing Punchlist & Project Closeout	Q3/26 – Anticipated Completion	No
Special Projects	Sapphire Bay Public Safety Facility (2021)	• Q1/23 - Design Commenced • Q1/24 - Construction Commenced • Mar 2026 – Certificate of Occupancy & Substantial Completion • 4/10/26 – Opening Ceremony	Q2/26 – Anticipated Completion	No

Attachment A

Capital Improvement Program (CIP) Projects

Priority Projects with Funding Gaps (9 Projects)

Project Type	Project	Project Status	Milestone	Funding Gap
Streets	Miller Road Reconstruction Project	- Design started Mar 2026 - Final Design April 2026	Aug 2026 - Anticipated Completion	Total Cost \$2,775,480 Funds Available \$0 Shortfall \$2,775,480
Streets	Toler Business Park Reconstruction - Phase 1 (2021)	- Sept 2021 - Design Start - Dec 2021 – 30% Design Complete - Apr 2022 – 60% Design Complete - Oct 2022 – 90% Design Complete - Jul 2023 – Phase 1 Design Completed - Oct 2023 – Phase 2 Design Completed - June 2024 - ACM directed full review of plans for all city projects. - Dec 2024 – Requested revisions to combine plan sets and revised traffic control for one-phase project - April 2025 – Supplemental TA rejected, keep as phased project. - Sept 2025 – Utility Relocation Completed - Considering bidding both phases together to reduce mobilization costs. - May 2026 - Bid Solicitation	Q2/26 - Commence Construction Q4/27 - Anticipated Completion	Total Cost \$4,223,755 Funds Available \$3,428,147 Shortfall Streets: \$795,608 Water & Sewer: \$0
	Toler Business Park Reconstruction – Phase 2 (2024)	- Sept 2021 - Design Start - Dec 2021 – 30% Design Complete - Apr 2022 – 60% Design Complete - Oct 2022 – 90% Design Complete - Jul 2023 – Phase 1 Design Completed	Q2/26 - Commence Construction Q4/27 - Anticipated Completion	Total Cost \$3,620,000 Funds Available \$2,530,000 Shortfall Streets:

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		- Oct 2023 – Phase 2 Design Completed - June 2024 - ACM directed full review of plans for all city projects. - Dec 2024 – Requested revisions to combine plan sets and revised traffic control for one-phase project - April 2025 – Supplemental TA rejected, keep as phased project. - Sept 2025 – Utility Relocation Completed - Considering bidding both phases together to reduce mobilization costs. - May 2026 - Bid Solicitation		\$320,000 Water & Sewer: \$770,000
Streets	Country Aire Estates Phase 2 Reconstruction (2024)	- May 2021 - Design Start (Phase 1 & Phase 2) - July 2023 – Phase 1 - Design Complete - May 2024 – Bond approved for construction fund for Phase 2 - Dec. 2024 – Construction Completed Phase 1 - Jul 2025 – Phase 2 - 100% Design Completed 2/3/26 - ROW Acquisition on Council Agenda 2/20/26 - Finalize Bid Documents - Q2/26 - Anticipated Bid Solicitation	Q3/26 - Construction Commence Q2/27 - Anticipated Completion	Total Cost \$4,026,684 Funds Available Streets: \$2,520,000 Shortfall Streets: \$354,684 Water & Sewer: \$1,152,000
Streets	Chiesa Road – South Reconstruction (2018)	- May 2019 - Design Commenced - June 2021 – Schematic Layout - Nov 2021 – Alternative Schematic Layouts provided - June 2022 – Council approves final alignment - Sept 2022 – Commence ROW acquisition - May 2023 – Supplemental authorization for corner clips - July 2023 – 60% Design Completed	Q1/27 - Commence Construction Q4/28 - Anticipated Completion	Total Cost \$26,755,025 Funds Available Streets: \$15,291,160 Shortfalls Streets: \$7,563,865 Water & Sewer:

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		- Nov 2024 – Preliminary 90% Plans received - April 2025 – 90% Design Completed - Aug 2025 – DCM directed design change for pedestrian crossings, solar streetlights, and zero-scape plans - Apr 2026 - Supplemental TA for CMO approval - Q2/26 - Anticipated 100% Design Complete - Q1/27 - Anticipated ROW Acquisition Completion - Q1/27 - Anticipated Oncor Utility Relocation Commence - Q2/27 - Anticipated Bid Solicitation		\$3,900,000
Streets	Right Turn Lanes: Priorities 4 & 5 (2018)	- Mar 2021 - Design Commenced - July 2021 – 30% Design Complete - Sept 2021 – 60% Design Complete - Apr 2022 - 100% Plans Submitted and Commence ROW Acquisition - Aug 2023 – ROW complete - June 2024 - ACM directed full review of plans for all city projects - July 2024 – Utility Relocations completed - July 2024 - City Engineer requested revisions based on rereview of plans in accordance with new Public Right-of-Way Accessibility Guidelines - Sept 2024 - RJN provided change order for necessary revisions. - Jan 2025 - City Engineer denied change order and issued plan corrective directive - May 2025 – City Engineer directed to complete Rt. Turn Lanes 1, 2, & 3 first - Feb 2026 – Met with consultant	Q4/26 - Commence Construction Q4/27 - Anticipated Completion	Total Cost \$2,014,199 Funds Available Streets: \$614,199 Shortfall Streets \$1,400,000

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		Q4/26 – Anticipated Bid Solicitation		
Streets	Merritt Road Interconnector (2015)	- Feb 2016 – Design commenced - May 2017 – Public Meeting - July 2017 – Discussed alignment options with City Council - Sept 2017 – 30% Design completed - May 2018 – Council approval of TA for additional engineering services - Oct 2018 – Discussed aesthetic options with City Council - Oct 2019 – Submitted for MCIP funding - Jan 2020 – 60% Design Completed - April 2021 – Regional Transportation Authority approved Merrit Road STBG funding - May 2023 – Advanced Funding Agreement with TxDOT authorized by City - June 2023 – Revised 60% Plans Submitted. - Apr 2024 – TxDOT and federal design scope changes identified - Jan 2025 - Council Approval for Change Order for consultant to TxDOT required design changes - Aug 2025 – Design submitted for PBLR with TxDOT 11/18/25 - Future park designation removed along the right of way and utility easements - Still awaiting PBLR approval - Apr 2026 – Anticipated 90% Submittal - June 2026 – Anticipated Public Meeting - ROW Acquisition ongoing - Funding contingent on Small Watershed Dam O&M Transfer	Q3/28 - Commence Construction Q2/30 - Anticipated Completion	Total Cost \$29,412,958 Funds Available \$23,789,000 Shortfall Streets: \$5,373,958 Water & Sewer: \$250,000

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
Sewer	SH 66 East Sanitary Sewer Rehabilitation Phase 2 & 3 (2021)	- Feb 2021 Design Commenced - Nov 2021 – 30% Design Complete - July 2023 – 90% Complete - June 2024 - ACM directed full review of plans for all city projects - Sept 2024 – ROW Acquisition Completed - Dec 2024 – Requested revisions based on rereview of plans and tie into TxDOT's Dalrock SH66 Intersection - April 2025 – Supplemental TA approved - July 2025 - Dalrock SH 66 Intersection Complete - Nov 2025 - 100% Design Complete - Feb 25, 2026 – Bid Solicitation - Q2/26 - Bid Award	Q4/26 - Commence Construction Q4/27 - Anticipated Completion	Total Cost \$4,713,000 Funds Available \$4,110,073 Shortfall Streets: \$602,927
Sewer	SH 66 West Force Main	- Feb 2021 – Design commenced as emergency repair with open cut methodology - Dec 2021 – Proposal for Condition Assessment received - Jun 2023 – Phase 1 - 90% Plans received - Dec 2023 – Received preliminary approval from ONCOR on work within their easement - May 2024 – Consultant requested to perform master plan to evaluate if pipe proper size for ultimate condition - Oct 2024 – City Engineer directed to reevaluate condition assessment of pipe for point repairs (easement acquisition too expensive and time prohibitive) - Dec 2024 – Consultant and PW explored option to SmartBall camera to identify point repair spots; cost-prohibitive - Apr 2025 and Aug 2025 - Met with Consultant to explore	Q4/26 - Construction Commence	Total Cost \$9,626,744 Funds Available \$6,171,767 Shortfall Sewer: \$3,454,977

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		options to move forward without open cut - Nov 2025 – Directed consultant to prepare change order for CIPP design option (less impact to traffic and businesses) - Apr 2026 – Commence CIPP design - Aug 2026 – 100% Design complete - Nov 2026 – Anticipated TxDot and ONCOR concurrence		
Sewer	Toler Bay 1 Lift Station	- Dec 2022 - Design commenced - Jun 2024 - 100% Design Complete - Easement acquisition ongoing - Q3/26 - Anticipated Bid Solicitation	Q4/26 - Construction Q1/27 - Anticipated Completion	Total Cost \$959,454 Funds Available Sewer: \$600,000 Shortfall Sewer: \$359,454

Attachment A

Capital Improvement Program (CIP) Projects

Other CIP Projects (50 Projects)

Project Type	Project	Project Status	Milestone	Funding Gap
Sewer	Wastewater Master Plan Update	- Q2/26 – Selected Design Consultant - Q2/26 – Study commences	Q2/26 - Commence Study Q2/27 - Anticipated Completion	No
Sewer	Sanitary Sewer Evaluation Study	Apr 2026 - Prepare Scope of Study	Q2/26 - Commence Study	No
Drainage	Storm Drainage Master Plan Update	Q2/26 - Commence Project	Q2/26 Commence Masterplan Q4/26 - Anticipated Completion	No
Special Projects	Roller Hockey Rink Relocation to Community Park	- Sept 2025 - Design Complete - Oct 2025 – Directed by CMO and PW to bid concrete work 3/25/26 – Bid Solicitation - Q2/26 – Bid Award	Q2/26 - Commence Construction Q3/26 - Anticipated Completion	Yes
Special Projects	Screening Wall Rehabilitation (GF and CO)	- Q4/25 - Evaluation commenced - Apr 2026 – Anticipated Evaluation completion - March 2026 – Begin Survey and Geotech - April 2026 – Pre-final Design (90%) - May 2026 – Final Design (100%) - June 2026 – Bid Solicitation	Q2/26 - Evaluation Complete Q2/26 – Design Completion Q3/26 – Construction Commence Q1/27 – Anticipated Completion	No
Parks	Rowlett Community Center	- Q2/26 – Evaluate Scope - Q3/26 – Begin renovations	Q3/26 – Commence Project	No
Parks	Lakeside Park and Paddle Point Park	- Q2/26 – Design of lighting and cameras - Q3/26 – Bid Solicitation	Q2/26 – Commence Design	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
Parks	Lakefront at Pecan Grove Park	- Q3/22 – Initial Bid Solicitation; Reject Bid - Q2/26 – Re-define Scope and refine Design - Q3/26 – Bid Solicitation	Q2/26 – Redefine Scope & Design Q3/26 - Bid	No
Streets	Miller Road & Bridge Across the Lake Design (2024)	- Design awaiting Small Watershed Dam O&M Transfer - Feb 2026 – Finalize Sponsorship Agreement - Mar 2026 – Finalize ILA details - May 2026 – Finalize O&M Document - June 2026 – Council Approval - Sept 2026 – Anticipated Dam O&M Completion	Q4/26 - Commence Design	No
Streets	Master Thoroughfare Plan Update (2026)	Q3/26 - Commence Project	Q2/27 - Anticipated Completion	No
Streets	CBDG Alley Reconstruction FY26 (Randi Rd)	Q3/26 - Commence Design	Q3/26 – Commence Design Q4/26 - Commence Construction Q2/27 - Anticipated Completion	In Review
Streets	Alley Reconstruction	Ongoing projects identified from City priority list		No
Streets	Street Reconstruction	Ongoing projects identified from City priority list		No
Streets	WW/SS/ST Impact Fees Study Update	Q3/26 - Study to commence	Q3/26 - Commence Study Q1/27 - Anticipated Completion	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
Water	Merritt Road 36" and 30" Water Line	- May 2022 - Design Commenced - Jan 2024 – 90% Design Complete - Aug/Sept 2024 - Based on DCM and previous City Engineer (GS), Lakeview Business District (retaining wall) move forward and requires alternative design (cost City \$188k to do immediately) - Easements required before construction (concurrent with Merritt Road Interconnector) - After the completion of design , place the project on hold. - FNI – change order for the design change. - Confirm the alignment of waterline at Lakeview Business Park due to the retaining wall.	Q3/26 - Complete alignment Q1/31 - Commence Construction	Yes – TBD (Const. Only)
Water	Chiesa EST Repaint	Q3/26 - Commence Design	Q3/26 - Commence Design Q1/27 - Commence Construction	No
Special Projects	Municipal Complex (2023)	- July 2024 – Pre-Design commences - Apr 2025 – Groundbreaking Ceremony - May 2025 – Schematic Design Pricing - Sept 2025 – Council selects Site Plan Options - Jan 2026 – Resume Schematic Design - Feb 2026 – Project on HOLD for location review	Q2/26 – Site selection Q3/26 - Design Commence	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		- Q1/26 – Explore site options - Q2/26 Site selection - Q3/26 – Design commences		
Special Projects	Parks Maintenance Facility Improvements	- Q2/26 - Define scope and layout - Q3/26 - Select Design Consultant	Q3/26 Commence Design Q1/27 Commence Construction	N/A
Special Projects	Fire Station #3	Q2/26 - Define scope	Q3/26 - Commence Design Q1/27 - Commence Construction	No
Special Projects	Fire Station #1	Q4/26 - Define scope	Q1/27 - Commence Design Q1/28 - Commence Construction	No
Parks	Twin Star Park Basketball Court	- Q3/26 – Commence Design - Q4/26 – Bid Solicitation	Q3/26 – Commence Design	No
Parks	Nature Trail Surface and Parking Lot	- Q1/17 – Original renovation complete - Q3/26 – Design commences - Q1/27 – Bid solicitation	Q3/26 – Design Commence Q1/27 – Bid solicitation	No
Streets	Chiesa Road North Design	Q1/27 Design to commence	Q1/27 – Design Commence	No
Streets	Liberty Grove Road Reconstruction	- Q1/26 – Update Project from concrete to asphalt overlay - Q3/27 – Design to commence	Q3/27 – Design Commence	No
Sewer	Toler Winners & Ridge Circle Lift Station Abandonments	- Dec 2022 – Design Commenced - Jun 2025 – Received 100% Plans - Oct 2025 – PW requested wider	N/A	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
		easement for access purposes Project paused to address downstream impacts realized from the conditions assessment and wastewater master plan update		
Sewer	College Park Lift Station Abandonment	- Dec 2022 - Design Commenced - Oct 2025 - Received 100% Design Submittal - Feb 2025 - Finalize Design Plans - Project paused to address downstream impacts realized from the conditions assessment and wastewater master plan update	N/A	No
Sewer	Dalrock – Princeton 10" SS Upgrade	Q1/28 - Commence Design	Q1/28 - Commence Design	No
Sewer	18" SS Line from Dalrock to North Side Lift Station	Q2/27 - Commence Design	Q2/27 - Commence Design	No
Sewer	Vue De Lac SS	Q2/27 - Commence Design	Q2/27 - Commence Design	No
Sewer	Liberty Grove SS Upgrade	Q2/27 - Commence Design	Q2/27 - Commence Design	No
Sewer	Dalrock Road Lift Station Abandonment	Project paused to address downstream impacts realized from the conditions assessment and wastewater master plan update	N/A	No
Sewer	Lift Station Abandonments	Project paused to address downstream impacts realized from the conditions assessment and wastewater master plan update	N/A	No

Attachment A

Capital Improvement Program (CIP) Projects

Project Type	Project	Project Status	Milestone	Funding Gap
Sewer	Lift and Pump Stations	Project paused to address downstream impacts realized from the conditions assessment and wastewater master plan update	N/A	No
Sewer	Future GO Project WA/SS Components	- Funding allocated for GO Projects for water and wastewater. - Feb 2026 - Transferring to Country Aire Ph 2	N/A	No
Water	24" Dalrock Waterline - Princeton to Bayside.	- Nov 2021 - Design complete - Currently on Hold - Funding gap - Franchise utilities required to be relocated before bidding.	Project on hold	Yes - TBD
Water	Princeton Road Waterline Phase 1, 3100 Ft	Q1/27 - Commence Design	Q1/27 - Commence Design	No
Water	Eula Elevated Storage Tank Repaint	Q2/27 - Commence Design	Q2/27 - Commence Design Q4/27 - Commence Construction	No
Water	Kirby Elevated Storage Tank Repaint	Q2/28 - Commence Design	Q2/28 - Commence Design Q4/28 - Commence Construction	No
Water	Water Master Plan	Q1/28 - Commence Project	Q1/28 Study Start Q4/28 - Anticipated Completion	No
Drainage	Long Branch Erosion Study and Construction East Bank	Q1/27 - Commence Study	Q1/27 - Commence Study	No

Attachment A

Capital Improvement Program (CIP) Projects

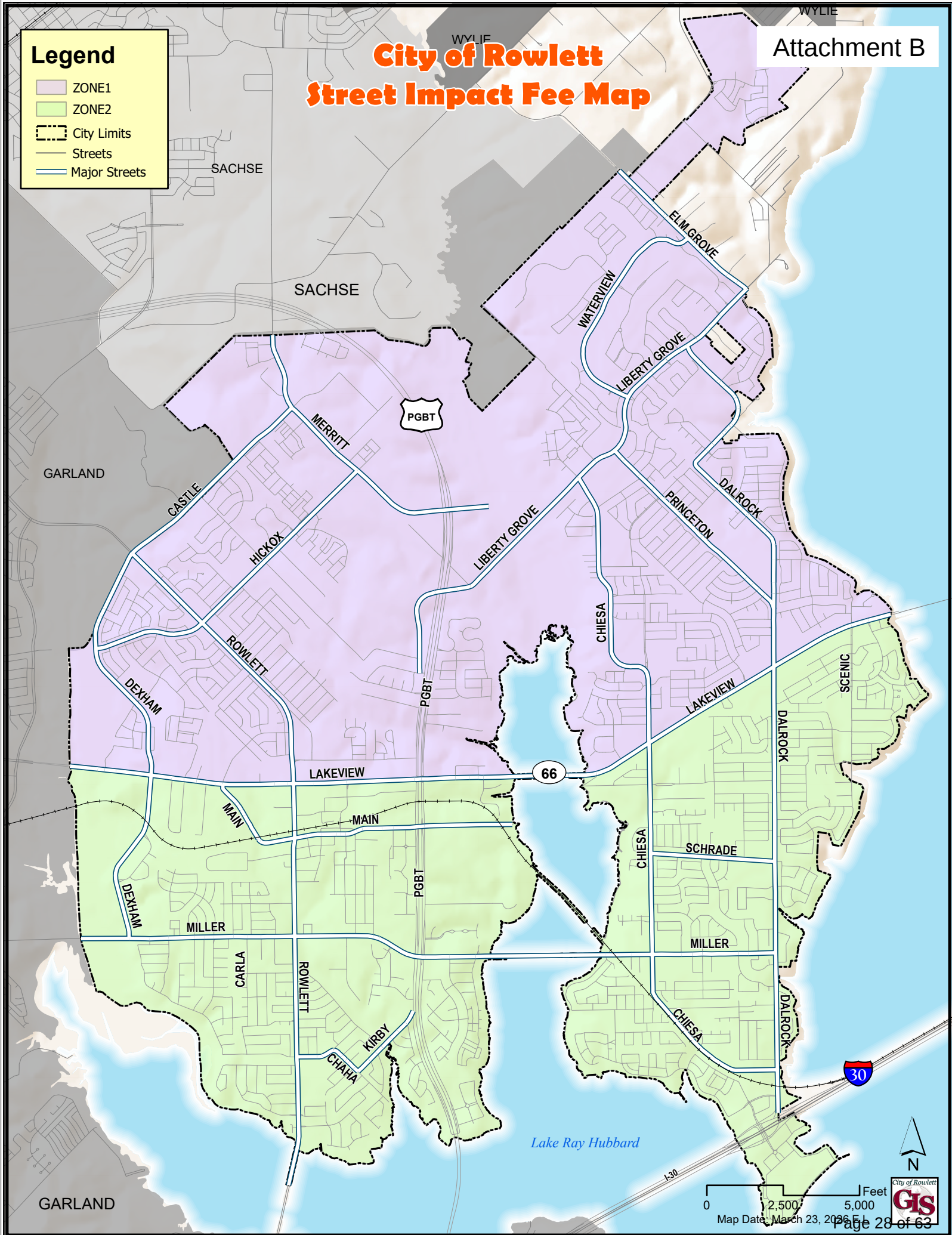
Project Type	Project	Project Status	Milestone	Funding Gap
Drainage	Highland Meadows Stream Erosion Study	Q1/27 - Commence Study	Q1/27 - Commence Study	No
Drainage	Drainage Channel Reconstruction	Q1/27 - Commence Study	Q1/27 - Commence Study	No
Special Projects	Flood Gate Automation	Q2/27 - Meet with PW-Operations	Q2/27 - Commence Design Q4/27 - Commence Construction	No
Special Projects	Coyle House Improvements 2023	- Q1/27 - Meet with PW-O & Parks - Q3/27 - Anticipated Bid Solicitation	Q1/27 Project Commences Q4/27 Construction Commence	No
Special Projects	Fire Station #4	Q4/27 - Define scope	Q1/28 Design Commences Q1/29 Construction	No
Parks	Community Park Sports Field Upgrade	- Q1/27 – Design start - Q4/27 – Bid solicitation	Q1/27 – Design Commence	No
Parks	Shorewood Park	- Q2/27 – Design start - Q1/28 – Anticipated Bid Solicitation	Q2/27 – Design Commence Q1/28 – Bid Solicitation	No
Parks	Kayak Docks and Launches	- Q1/27 – Meet with PW-O and Parks; Design to commence - Q1/28 – Bid Project	Q1/27 – Design Commence Q1/28 – Bid Solicitation	No
Parks	Erosion Control	Q1/27 – Commence Study	Q1/27 – Study Commence	No

City of Rowlett Street Impact Fee Map

Attachment B

Legend

- ZONE1
- ZONE2
- City Limits
- Streets
- Major Streets



Meeting Date: 4/6/2026

Agenda Item: 3.C.

Title

Presentation regarding an upcoming PID bonds issuance for the Trails at Cottonwood Creek Project.

Staff Representative

Michael Kuhn, Treasurer & Debt Mgr.

Executive Summary

Discuss Public Improvement District (PID) bond financing and discuss the upcoming Neighborhood Improvement Area (NIA) #2 & #3 Bond issuance for the Trails at Cottonwood Creek PID.

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

The Trails at Cottonwood Creek PID was established by the City Council in March 2020 and a development agreement adopted in July 2020 set out the parameters of the PID. The development agreement was further amended in March 2025. Per Chapter 372 of the Texas Local Government Code, the PID Act governs the creation and operation of public improvement districts within the State of Texas. It is designed to facilitate the installation of on-site infrastructure and amenities funded through the issuance of bonds that are secured and funded by assessments against on-site property. The Trails at Cottonwood Creek, situated northeast of the intersection of Vinson Road and Stonewall Road, is one such development. In May 2021, the City issued two series of PID bonds: Major Improvement Area Bonds (\$5,065,000 par) and NIA #1 Bonds (\$2,543,000 par) for the Trails at Cottonwood Creek PID.

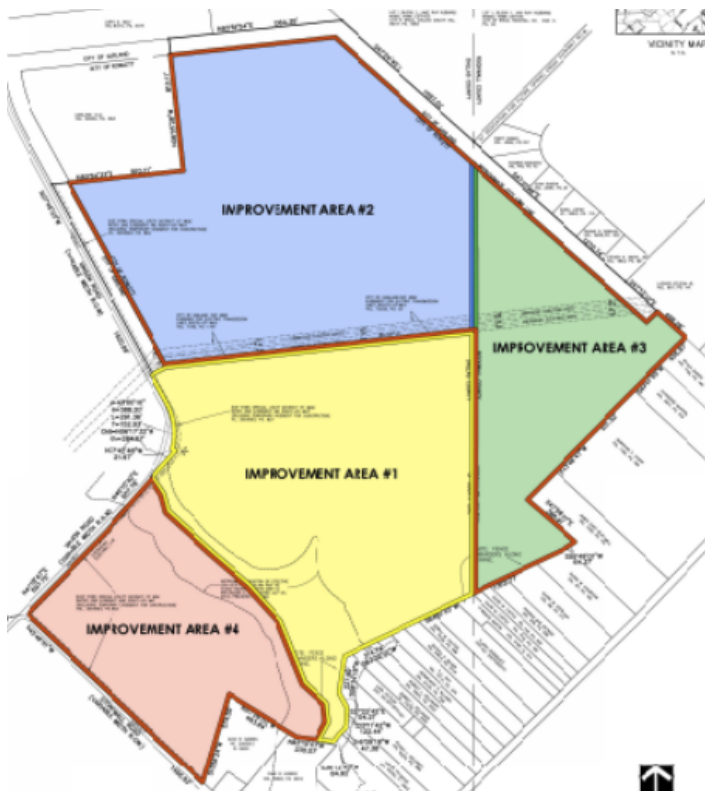
Discussion

Municipalities are authorized, by Chapter 372 of the Texas Local Government Code, to establish public improvement districts (PIDs) to facilitate the installation and construction of on-site infrastructure and amenities to enable development. The PID is funded through the issuance of bonds. These bonds are then repaid by homeowners through an annual assessment over the life of the bonds. PIDs are accompanied by a

Service and Assessment Plan (SAP). The SAP defines i) the public improvements, ii) funding sources, and iii) amount and allocation of the assessment levy. The PID Act requires the service plan to cover a period of at least five years and defines the annual projected costs and indebtedness for the public improvements undertaken within the PID during the five-year period.

The Trails at Cottonwood Creek PID was established in March 2020 and the first two series of bonds (Major Improvement Area Bonds and NIA #1 Bonds) were issued in May 2021. Neighborhood Improvement Area #1 has been developed and consists of 194 single-family residential lots (72 fifty-foot lots, 55 forty-foot lots, and 67 townhomes). Phases #2 and #3 are expected to consist of 471 single-family residential lots (7 fifty-foot lots, 337 forty-foot lots, 87 sixty-foot lots, and 40 townhomes).

The illustration below reflects the phasing plan for the development:



The developer is proposing to issue a third series of PID bonds, in amount not expected to exceed \$6.5 million, to finance the next phase of the development, specifically Neighborhood Improvement Area (NIA) #2 and #3, to be repaid through assessments on the PID properties. The total assessment levy and lien on the property originally projected in the development agreement was \$11,000,000 and was amended to \$20,000,000 in 2025. The tax equivalent assessment rate is based on the projected home values and is expected to be approximately \$0.30 per hundred dollars of assessed value when including the third series of bonds; the development agreement stipulates that the tax equivalent assessment rate may not exceed \$0.324 per hundred

dollars of assessed value.

The cost of the authorized improvements identified in the SAP, including any future improvements authorized under annual service plans, are to be paid from assessments levied solely against properties as apportioned within the PID and therefore, the City is not responsible for any costs. Additionally, no other City funds, revenue, taxes or income of any kind shall be used to pay the costs of the authorized improvements unless approved by the City Council. Due to the nature of this type of debt, it will not have an impact on the City's bond rating or bonding capacity.

In order to move forward with the next steps of the bond issuance process - there are two upcoming items for Council's consideration:

April 21, 2026:

- Adopt a resolution calling for a public hearing for the Service and Assessment Plan, levy and assessment roll

May 5, 2026:

- Conduct a public hearing for the SAP, levy, and assessment roll
- Approve Neighborhood Improvement Area #2 and #3 Assessment ordinances
- Adopt Bond Ordinance (Neighborhood Improvement Area #2 and #3)

Financial/Budget Implications

N/A

Recommended Action

None required, this item is to serve as a refresher to PID bonds and share next steps for the Trails at Cottonwood Creek PID development.

Attachments

None



City of Rowlett City Council Agenda Item

Meeting Date: 4/6/2026

Agenda Item: 3.D.

Title

Presentation regarding the purchase of water meter repair and replacement services from Aqua Metric Sales Company.

Staff Representative

Kristoff Bauer, Interim City Manager

Executive Summary

In August 2024, City Council approved a settlement agreement under which Sensus agreed to replace meters containing a magnet component known to cause meter failures and understated measure of water usage.

Subsequent to the meter replacement project, some of the newly installed meters and as well as existing meters have since experienced failures unrelated to the previously identified magnet component. Staff recommends authorizing Aqua Metric Sales Company to repair or replace and install up to 2,500 meters for a total amount not to exceed \$735,188.70 to address these meter issues and ensure accurate measurement of water usage.

Strategic Priority and Goal(s)

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

Background Information

The City currently has more than 22,000 water meters installed that were manufactured by Sensus USA Inc. In December 2023, the City discovered that as many as 2,100 water meters were not accurately reflecting the volume of water used.

Following discussions with Sensus, the manufacturer agreed to replace 4,515 residential SR11 meters that included a magnet component identified as a likely cause of meter failures and understated measure of water usage. On August 20, 2024, City Council approved a settlement agreement under which Sensus agreed to provide replacement meters and installation services at no cost to the City to replace the meters containing the magnet component and mitigate the risk of associated additional failures.

In September 2024, Aqua Metric delivered replacement meters and began the process of removing all meters that included the identified magnet component from the City's installed inventory. The replacement project was completed in July 2025.

Discussion

As replacement work progressed, staff recognized that a portion of the newly installed meters and other existing meters not associated with the magnet component continued to experience failures in accurately measuring water usage. Following additional discussions with Sensus and Aqua Metric, Aqua Metric evaluated a sample of the meters in January 2026. The evaluation determined that, although meters containing the identified magnet component had been replaced during the initial project, some of them as well as other non-affected meters were not returned to a working condition due to the failure of other components. In addition, a significant number of new meters were not communicating due to errors made during the installation process.

To address these issues, staff obtained a proposal from Aqua Metric to perform repair and replacement services for meters that continue to fail. The proposal allows Aqua Metric to repair or replace up to 2,500 meters, depending on the condition encountered at each service location. The scope of work includes addressing issues that may affect meter performance, including meter and radio functionality as well as meter box and lid conditions when necessary. Aqua Metric has indicated that their goal is to ensure both the meter and radio communication equipment are functioning properly at each location.

This approach utilizes Aqua Metric's dedicated meter installation team to expedite completion, ensure proper meter functionality, and allow City staff to focus on new maintenance issues and the City's aging meter replacement program.

Financial/Budget Implications

The proposed authorization for up to 2,500 meters totaling \$735,188.70 includes an estimated \$290,625.00 for labor and \$444,563.70 for parts.

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
WA2119	Meter Replacement	\$782,462.16	\$735,188.70	\$47,273.46
TOTAL		\$782,462.16	\$735,188.70	\$47,273.46

Recommended Action

Presentation and discussion only. No Council action required.

Attachments

1. Field Troubleshooting Services Agreement (V2 Signed 03-24-2026)
2. Sensus Sole Source Letter - AquaMetric 2026

FIELD TROUBLESHOOTING SERVICE AGREEMENT

This Field Troubleshooting Services Agreement (the "Agreement") is made on this ____ day of _____, 2026 ("Effective Date") by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 ("Company"), and City of Rowlett, TX having its principal location at 4000 Main St., Rowlett, TX 75088 (the "Customer").

RECITALS

- A. Customer has identified various field assets within Customer's distribution system which may be subject to certain errors causing a disruption in performance or connectivity with Customer's Sensus FlexNet® Advanced Metering Infrastructure ("AMI") solution.
- B. Customer has engaged Company to perform ongoing remote and onsite services to maintain, interrogate, troubleshoot, repair, or replace Customer's existing Sensus water meters and SmartPoint modules.
- C. Company is the authorized and exclusive reseller of certain product(s), hardware, software, and services related to the technology manufactured by Sensus USA, Inc. ("Sensus") and used to measure consumer consumption of Customer's utility resources.
- D. Company agrees to, in accordance with the terms of this Agreement, supply the goods and perform the services as described herein and Exhibits which are attached hereto and made a part hereof for all purposes. For avoidance of doubt, this Agreement shall include the following:
 - 1. This Field Troubleshooting Services Agreement
 - 2. Exhibit A: Agreement Pricing
 - 3. Exhibit B: Statement of Work

1. DEFINITIONS.

- 1.1. "Customer" means the City of Rowlett, Texas, a Texas municipality purchasing goods or services pursuant to these terms and conditions (the "Terms") contained herein.
- 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufactures or supplies various Goods furnished by the Company.
- 1.7. "Party" shall refer to Company or Customer when each referred to independently or "Parties" when referred to collectively.
- 1.8. "Day" or "Calendar Day" shall mean each day of a calendar beginning at 12:00 AM and ending at 11:59 PM of each day, including Saturdays, Sundays, and Statutory Holidays.
- 1.9. "Business Day" shall mean a normal operating day beginning at 8:00 AM and ending at 5:00 PM Monday through Friday and non-inclusive of Saturdays, Sundays, and Statutory Holidays.
- 1.10. "Statutory Holidays" shall be considered observed holidays consisting of New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Where such Statutory Holiday falls upon a Saturday or Sunday, the preceding or following Business Day may be reasonably observed in lieu of the actual holiday.
- 1.11. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Customer or Company, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 1.12. "Company Confidential Information" means the Company Proprietary Materials and any other Company owned or licensed information or material that Company designates in writing as confidential.
- 1.13. "Company Proprietary Materials" mean (i) software and all computer programs, Documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Company or its subcontractors prior to the Effective Date or which are developed during the term of the Agreement by Company staff (including employees and subcontractors), expressly excluding any Customer Work Product; and (ii) any modifications thereof and derivative works based thereon.

- 1.14. "Customer Confidential Information" means the Customer Data, Customer Proprietary Materials, and any other Customer owned or licensed information or material that is designated in writing by Customer as proprietary and confidential, or that Company should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 1.15. "Customer Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Customer, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Customer or any Customer Affiliate to Company regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Company as a result of and/or as part of the Services, regardless of whether considered Confidential Information.
2. **CONTRACT OF SALE.** All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"); all of which are subject to change.
3. **TERM.** This Agreement shall commence on the Effective Date and shall automatically expire when all services and payment obligations have been completed by the Parties unless terminated earlier and in accordance with Section 30 below.
4. **PRICING.** Pricing for the Work is limited to and inclusive only of the itemized materials and Services set forth in Exhibit A. Company shall invoice Customer monthly for Services performed during the preceding month. The total compensation payable to Company under this Agreement shall not exceed Seven Hundred Thirty Five Thousand One Hundred Eighty-Nine Dollars (\$735,189.00), unless increased by written Change Order executed by both Parties. Pricing is based upon current manufacturer pricing and supplier costs in effect as of the date of proposal. In the event of documented increases in manufacturer pricing or supplier-imposed increases in raw materials, labor, or transportation costs occurring after the date of proposal and prior to delivery, Company may request an equitable price adjustment, subject to Customer's prior written approval. Any supplemental, incidental, or additional Goods or Services not expressly included in Exhibit A shall be subject to additional charges and must be authorized in writing by Customer prior to performance.
5. **MODIFICATIONS AND CHANGES.** No modification or change to this Agreement or the Work herein shall be binding upon either Party hereto unless and until such modification or change has been set forth in writing and duly executed by an authorized representative of each Party. Either Party may initiate a request to modify, add or remove additional product or services. No additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.
6. **TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Company may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by Customer in the event: (a) there is a bona fide dispute between Customer and Company concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; or (b) the payment application is not mailed or invoiced to Customer in accordance with Agreement. Customer shall provide Company with written notice of a disputed invoice within twenty-one (21) days from the date of receiving the invoice. If Customer has not furnished such notice, Company may consider the invoice accepted and ready for payment. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

8. **PRODUCT LEAD TIMES.** All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.
9. **PACKAGING.** The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **TITLE.** Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.
14. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.
15. **CHANGES OR CANCELLATIONS.** Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
16. **RETURNS.** No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.
17. **RESTOCKING FEE.** Company reserves the right to charge Customer a twenty-five percent (25%) restocking fee for Goods purchased under this Agreement and not returned to Company within ten (10) business days of project completion. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
18. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
19. **PRODUCT WARRANTIES.**
 - 19.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.
 - 19.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

- 19.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.
- 19.4. Standard Supplier's Warranty. Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.
- 19.5. Meter Services Warranty. This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:
- A. Definitions.
- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
 - II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
 - III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
 - IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.
- B. General Conditions.
- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.
 - II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
 - III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
 - IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
 - V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.
- C. Water Utility Service.
- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
 - II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.
 - III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water

Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.
- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
- III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.

E. Gas Utility Service.

- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.

F. Limitations.

- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
- II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
- III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CUSTOMER SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH THIS SECTION.

G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out

of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.

- II. **DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

20. **RETURN MATERIAL AUTHORIZATION.** Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aqua-metric.com; rma-socal@aqua-metric.com; rma-texas@aqua-metric.com; or rma-louisiana@aqua-metric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.

21. **FORCE MAJEURE.** The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.

22. **LIMITATION OF LIABILITY.**

22.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

22.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.

23. **INDEMNIFICATION.** To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
24. **CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
25. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
26. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of Texas, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in Texas, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
27. **COMPLIANCE WITH LAWS.** Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
28. **SEVERABILITY.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
29. **NON-WAIVER.** The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.
30. **TERMINATION.**

- 30.1. Convenience. Either Party may terminate this Agreement at any time and for any reason; provided, in Company's sole discretion, 1) the services may continue through the active service year or 2) be credited to Customer at a prorated discount through the date of termination.
- 30.2. Default. In the event a Party hereto breaches this Agreement and such breach is not cured during the Cure Period (defined below), if applicable, the non-breaching Party may terminate this Agreement by providing no less than sixty (60) business days' prior written notice of termination (the "Termination Period") to the other Party.
- 30.3. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein.
- 30.4. In the event of such termination, all Work shall cease as provided in the termination instruction. Customer shall pay Company pursuant to the terms herein for all product and services rendered prior to and through the effective date set forth in the notice of termination.
- 30.5. Cure Period. As used in this Agreement, "Cure Period" means a period a of thirty (30) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached.
31. NOTICES. All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

If to Company:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to Customer:

City of Rowlett
Attn: {CustomerContact}
4000 Main St.
Rowlett, TX 75088
Email: {CustomerEmail}

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

32. AGREEMENT AUTHORIZED. Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.
33. INDEPENDENT CONTRACTOR. The relationship of the Company to Customer is that of an independent contractor, and this Agreement shall not create any joint venture, partnership, or similar relationship. Neither party shall represent itself as an agent or employee of the other party. Further, Company expressly warrants and represents that they alone are exclusively responsible for all terms and conditions of employment, including the compensation, of any and all personnel whom Company assigns to perform any of the services contemplated by this Agreement. Company further expressly represents and warrants that it maintains all applicable and required insurance (including workers compensation insurance) with respect to such personnel and that in no event shall Customer be liable to any Company employee for any of the terms and conditions of their employment.
34. CONFLICTS OF INTEREST. Company hereby warrants to the Customer that Company has made full disclosure in writing of any existing or potential conflicts of interest related to Company's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Company hereby agrees immediately to make full disclosure to the Customer in writing.
35. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition

to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

36. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
37. **ENTIRETY OF AGREEMENT.** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Customer and Company, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Company. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
38. **FORUM SELECTION.** The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the county courts located within Dallas County, Texas. The Parties consent to the exclusive jurisdiction of such courts and waives any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Texas by regular U.S. mail to each Party or any other method of service permitted by such courts.
39. **TX PROJECTS: STATUTORY PROVISIONS.**
- 39.1. *No Israel Boycott.* Company hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 39.2. *Foreign Terrorist Organizations.* Company represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 39.3. *Immigration.* Company represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- 39.4. *Undocumented Workers.* Company certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the Customer notifies Company of the violation.
- 39.5. *Nondiscrimination Against Firearm and Ammunition Industries.* Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- 39.6. *Anti-Boycott of Energy Companies.* Company verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.
- 39.7. *Prohibited Access to Critical Infrastructure.* Company verifies that it does not contract with certain foreign-owned companies in connection with critical infrastructure and will not contract with certain foreign-owned companies in connection with critical infrastructure, as those terms are defined by Chapter 113, Subtitle C, Title 5 of the Business & Commerce Code, as enacted by S.B. 2116, 87th Legislature, Regular Session, during the Term of this Agreement.
40. **SECTION HEADINGS.** The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
41. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including

portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Customer signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND COMPANY (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION
DBA Aqua-Metric Sales Company
4050 Flat Rock Drive
Riverside, CA 92505

City of Rowlett
4000 Main St.
Rowlett, TX 75088



Signature

Christopher Newville

Name (Printed or Typed)

Manager

Title

March 24, 2026

Date

Signature

Name (Printed or Typed)

Title

Date

EXHIBIT A – AGREEMENT PRICING



February 23, 2026

Aqua-Metric Sales Company

Kelsey VanCleave
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Rowlett

Attention:

Address: Attn: Accounts Payable, Po Box 99

City, State, Zip: ROWLETT, TX 75030-0099

Phone: 972-412-6198

Email:

Quantity		Description		Tariff	Unit Price	Line Total
1245	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	5,766.28	168.42	209,682.90
750	EA	S302RTR	3/4"SRII REG TRPL 100USG 4WHL	1,637.42	79.39	59,542.50
750	EA	MXU520MILL85B	MXU PART-PIT LID HOUSING # 85B	651.96	31.61	23,707.50
500	EA	MXU520MILL85C	MXU PART-TRPL ADAPTER # 85C	10.31	0.75	375.00
750	EA	I20TRMB	5/8"X3/4" iPERL TR/PL METAL	3,832.33	185.81	139,357.50

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Subtotal 432,665.40
Tariff 11,898.30

Sales Tax 0.00
Total 444,563.70



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

February 17, 2026

Client: City of Rowlett, Texas
Attention:
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
	Mobilization Fee	1	\$125,000.00	\$125,000.00
	NovusCenter WOMS Additional Setup Fee	1	\$2,500.00	\$2,500.00
	NovusCenter WOMS Work Order Fee, Estimated Quantity	2,500	\$2.25	\$5,625.00
	NovusCenter WOMS Data Quality Review Fee, Estimated Quantity	2,500	\$3.00	\$7,500.00
			Subtotal:	\$140,625.00
	5/8" x 3/4" Meter Exchange With SmartPoint Installation & Activation		\$37.50	
	3/4" Meter Exchange With SmartPoint Installation & Activation		\$37.50	
	1" Meter Exchange With SmartPoint Installation & Activation		\$37.50	
	1.5" Meter Exchange With SmartPoint Installation & Activation		\$156.25	
	2" Meter Exchange With SmartPoint Installation & Activation		\$156.25	
	Smartpoint Installation & Activation Only		\$18.75	
	Water Meter Register Replacement (3/4" - 1")		\$25.00	
	Water Meter Register Replacement (1-1/2 - 2" Omni Meter Register)		\$93.75	
	Water Meter Register Replacement (3" And Larger Omni Meter Register)		\$125.00	
	Lid Modification: Drill Hole in Plastic Meter Box Lid		\$2.50	
	Lid Modification: Drill Hole in Metal Meter Box Lid		\$10.00	
	Clean Out Excessive Dirt From Meter Box		\$6.25	
	Meter Box Lid Replacement		\$2.50	
	Sensus Ally Remote Disconnect Installation Adder		\$6.25	
	Register Reprogramming Only on Existing Sensus Meter		\$6.25	
	SmartPoint Reprogramming Only		\$6.25	
	SmartPoint Repair Only		\$6.25	
	Replace Wire		\$2.50	
	Residential (5/8" - 1") Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt		\$31.25	
	1 1/2" - 2" Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt		\$62.50	
	5/8" - 1" Bushing Adapter Replacement		\$5.00	
	Site Visit Fee		\$25.00	
	Special Job Hourly Rate, Price per Technician per Hour		\$118.75	
			Recommended Budgetary Allowance:	\$150,000.00

This quote for the product and services named above is subject to the following terms:

Total **\$290,625.00**

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$80,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee. Additional details apply.
7. Sales Tax and/or Freight charges are not included.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.
9. Quote is for labor only.
10. Pricing does not include bonding
11. Any items beyond quote above subject to price negotiations

EXHIBIT B – STATEMENT OF WORK

1. ASSESSMENT AND DOCUMENTATION

- 1.1. Customer will leverage FlexNet® reports and alerts to remotely identify potential issues. Anomaly or trouble accounts will be flagged for onsite field interrogation.
- 1.2. Company will field inspect/troubleshoot flagged accounts and identify appropriate remediation necessary to correct issues. While onsite, Company will also inspect for the following:
 - A. Verify account data (address, meter serial number, and SmartPoint ID) is accurate.
 - B. Inspect for proper meter and SmartPoint installation and orientation.
 - C. Visually inspect for evidence of leaks or damaged meter fittings.
 - D. Visually inspect the meter register for active positive consumption. If available and necessary, a hose bib may be opened momentarily to verify water usage at the meter.
 - E. Verify all connection points between the meter register and SmartPoint are properly connected and undamaged. Inspect for signs of damage, unusual wear, and tamper.
- 1.3. Company will use NovusCenter™ Work Order Management System (the “WOMS”) to document pertinent and related data during field visits. Data captured will include, but may not be limited to:
 - A. Water meter and/or SmartPoint serial number.
 - B. Diagnosis and remedial work to correct defect(s).
 - C. Supporting images (where applicable) of relative meter location in relation to the dwelling, worksite condition before and after completing the work, meter and/or SmartPoint serial number, meter and/or radio installed, SmartPoint activation screen, and any ad-hoc service(s) performed while onsite.
 - D. Document any comments or notes relating to the worksite conditions or exceptions with images (including but not limited to recommended services, special worksite notes, unstable conditions, etc.) when applicable.
- 1.4. A summary report will be provided to Customer concluding each quarterly assessment including details regarding issues identified, corrected, and accounts flagged as Returned to Utility (“RTU”) for Customer review or remediation.

2. AD-HOC SERVICES AND REMEDIATION

- 2.1. Ad-hoc services are the supplemental services necessary to correct certain issues identified during the work. Company will reasonably determine what service(s) are necessary to remedy issues during the on-site assessment and conduct repairs accordingly.
- 2.2. The following services have been pre-approved by Customer and will be performed by Company on an as needed basis.
 - A. Water Meter Exchange: Replacement of a like-for-like, equivalent in size and type, water meter, including new meter gaskets and SmartPoint Reconfiguration.
 - B. SmartPoint Reconfiguration: Deactivation and reactivation of existing SmartPoint module, including verifying meter and/or register ID is properly configured and communication with local network infrastructure.
 - C. SmartPoint Repair: Repair or replace SmartPoint housing components, in whole or in part and as needed.
 - D. SmartPoint Installation or Replacement: Install and activate a new SmartPoint. If an existing SmartPoint is defective, deactivate (if able) and remove current SmartPoint from Service.
 - E. Register Reprogram: Reprogram existing register with correct read and alarm (if applicable) configuration profile.
 - F. Register Replacement: Replacement of a like-for-like, equivalent type and model, register, including SmartPoint Reconfiguration.
 - G. Replace Wire / Radio Audit: Replace damaged or defective register cable with appropriate Touch Coupled cable, including reverification of connectivity with SmartPoint.
 - H. Lid Modification: Cut approximately 1.75” hole in the existing meter box lid to affix SmartPoint through the lid. Concrete lids are excluded.

- I. Water Meter Box Adjustment, or Replacement: Reset or install residential (5/8" – 1") or small commercial (1.5"-2") meter box to grade. Excludes boxes in concrete.
 - J. Meter Box/Vault Clean Out: Remove dirt or debris as needed to access the water meter. Boxes with excessive debris which require longer than fifteen (15) minutes to clean will be invoiced at the Special Job Hourly rate for incremental thirty (30) minute intervals.
 - K. Dewater (drain) Meter Vault: Hand siphon/pump water from meter vault to a level necessary to access the water meter.
 - L. Confined Space Entry: In the event a field technician is required to break the plane to access a meter, confined space entry procedures and safety protocols will be followed.
- 2.3. Defective water meters, registers, and/or SmartPoints removed from service will be returned to Customer. Product defects covered under the Sensus Limited Warranty G-500 may be eligible for exchange. Company will setup and provide Customer with Return Material Authorization ("RMA") documentation for return to Sensus.

3. EXCEPTION ACCOUNTS (IN-PROCESS OR RTU)

- 3.1. In-Process, also known as "skipped" or "on-hold", means any account which may be temporarily inaccessible or require additional assistance from Customer prior to performing the work. In the event an account is placed In-Process for Customer review and ad-hoc services will be needed, Company will notify Customer of the account(s) flagged for review and the account will remain in a hold status until Customer has assessed the concern and informed Company how to proceed. If Company and Customer are unable to determine an appropriate remedy for the In-Process workorder within three (3) business days, the account will be flagged as RTU. Examples of In-Process exceptions may include but are not limited to:
 - A. Service accounts obstructed non-permanent objects (e.g. vehicles).
 - B. Service accounts which cannot be located, have been found to substantially deviate from the anticipated specifications, and/or require additional assistance from Customer.
 - C. Incorrect meter size/type identified within the Customer's data file.
 - D. Inoperable valves, shut-offs, curb stops.
 - E. Accounts which require advance scheduling.
 - F. Service accounts that have visible service line leaks at or near the meter.
- 3.2. Return to Utility ("RTU") exception accounts will be returned to Customer for further action and Company will be absolved from any work or return to the service account.
 - A. Any service account which the meter requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by Customer.
 - B. Service accounts in which the meter is inaccessible, is obstructed by permanent or large structures, landscaping, non-water utility service lines adjacent to the water service, excessive tree/plant roots or other semi-permanent fill inside meter box.
 - C. Service accounts where the technician reasonably believes the work environment is unsafe, dangerous or hazardous to personal safety or the safety of others, or potential damage may occur to property.
 - D. Service accounts which require destruction or alteration of concrete, asphalt, landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways around the meter box.

4. ASSUMPTIONS AND CLARIFICATIONS

- 4.1. Company will provide the labor, tools, and transportation necessary to conduct the work as outlined herein.
- 4.2. This Scope of Services is limited to troubleshooting and, where applicable, repair of certain Sensus water meters and SmartPoints currently deployed within Customer's service area. The services exclude maintenance or repair(s) to Customer's utility infrastructure. If such maintenance or repair(s) is identified during the field assessment, Company personnel will document its findings within the WOMS and advise Customer of remedial action(s) recommended.
- 4.3. Unless otherwise expressly specified, no additional materials (e.g. meter boxes/vaults, meter box lids, pipe, fittings, connectors, couplings/meter tails, curb stops, meter risers, meter flanges, etc.) will be provided within the service price.
- 4.4. Customer shall grant Company personnel with appropriate access (where necessary) to gated areas.

- 4.5. Company services is limited to exterior pit-set environments and does not include interior meter sets.
- 4.6. Company is unable to comprehensively interrogate or troubleshoot non-Sensus equipment. Company will make a reasonable attempt to assess issues with non-Sensus equipment if such issue(s) are visibly apparent (e.g. dead register, damaged meter or register, disconnected or damaged cable or connection(s), etc.).
- 4.7. Curb stop found in the closed position upon arrival will not be restored to service. Company may actuate the curb stop or hose bib as necessary to conduct the services. Company will not be responsible for inoperable or damage to faulty curb stops or hose bibs.
- 4.8. Return trip(s) to any service account for reasons other than those covered under Company's Meter Services Warranty shall incur an additional Site Visit Fee in addition to the cost of actual work performed.

Drew Scranton
Sensus USA, Inc
Director of Sales Central Region
309-214-5332
drew.scranton@xylem.com



January 8, 2026

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at drew.scranton@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "Drew Scranton". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Drew Scranton
Director of Sales Central Region
Sensus USA, Inc



City of Rowlett City Council Agenda Item

Meeting Date: 4/6/2026

Agenda Item: 3.E.

Title

Update regarding the Rowlett Citizen Survey.

Staff Representative

Kristoff Bauer, Interim City Manager

Executive Summary

Staff will review a draft of the Community Survey document for discussion and feedback before it is finalized and distributed.

Strategic Priority and Goal(s)

Background Information

The City of Rowlett has not completed a community survey since 2011. After discussing this opportunity with Council during the March 16th Council Work Session, staff amended an existing contract with ETC for an employee survey to add the completion of a community survey. That additional scope is attached. ETC provided a draft survey which has been revised through staff discussion. That draft will be presented for further discussion and refinement.

Discussion

NA

Financial/Budget Implications

NA

Recommended Action

Discussion

Attachments

1. CSA-2026-06 Consultant Services Agreement scope
2. 2026 Rowlett Community Survey (DRAFT 4 - 033126)v2

ATTACHMENT “A” SCOPE OF SERVICES

Task 1: Design the Survey. Task 1 will include the following services:

- Working with City staff to develop the survey questions. The survey is expected to be approximately 12-15 minutes in length, which is about 5 printed pages. ETC Institute will provide sample surveys as a starting point, making sure that all City input is received to ensure the final survey is specifically designed to meet all project goals and objectives.
- Participating in meetings by phone/video conference to develop the survey
- Developing online and printed versions of the survey as well as thorough QA/QC and creating proof for printed version of survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend modifications (if needed) to the survey.

Deliverable Task 1. ETC Institute will provide a copy of the approved version of the printed survey along with a link to the on-line version.

Task 2: Develop the Sample for the Survey. Task 2 will include the following services:

- Acquiring the sample for the random sample. The sample will be designed to ensure the completion of at least 400 surveys. Additional sample sizes have been included in the pricing section of this quote. The overall results of 400 completed surveys will have a precision of at least +/-4.9% at the 95% level of confidence. The goal of 400 completed surveys will ensure a statistically valid sample size.

Deliverable Task 2. An email confirming that the sample has been acquired.

Task 3: Administer the Survey. ETC Institute will administer the survey as follows:

- ETC Institute will initially select a random sample of 2,500 households to receive the survey. The sample will be address-based, which means all households in the City will have an equal probability of being selected.
- ETC Institute will mail the survey and a cover letter (on official letterhead) to all households selected for the random sample. Residents who receive the survey by mail will have the option of completing it in one of the following three ways:
 - By mail using a postage-paid return envelope, which will be included with the survey
 - By going online to a website, which will be printed on the survey. Residents who respond online will be required to provide their home address so ETC Institute can verify that the respondent is part of the random sample. If someone responds online that is not part of

the sample or does not provide their address, ETC Institute will process these surveys separately from the random sample.

- By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers to answer inbound calls from residents who prefer to complete the survey by phone in English and Spanish.
- ETC Institute will follow-up with households that do not respond to the mail survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
 - By sending reminder e-mails and texts to households for whom email addresses and text numbers can be obtained. These emails and texts will contain a link to the on-line version.
 - By calling households and leaving voice messages about the survey with households that do not answer their phone. ETC Institute will give those who do answer their phone an opportunity to complete the survey by phone. Most phone surveys will be completed as inbound calls to ETC Institute's call center.
- To maximize the number of residents who complete the survey, ETC Institute's survey administration fees include one \$500 Visa gift card. This gift card will be used as an incentive to encourage residents to complete the survey. The Visa gift card will be awarded by randomly selecting one person from all respondents to the survey. There is no additional charge for the gift card to the City.
- ETC Institute will send follow-up emails/texts, make phone calls, and will place targeted social media ads on the Meta platform until a minimum of 300 surveys are completed. If more than 300 residents respond, ETC Institute will process all completed surveys for no additional fee.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race, and Hispanic/Latino ancestry. ETC Institute will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the City's population.

Deliverable Task 3. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 4: Analysis and Final Report. ETC Institute will conduct analysis of the data and submit a final report to the City. At a minimum, the analysis and report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of the survey as well as trends to prior surveys
- Benchmarks that show how the City's performance compares to other communities in Florida and a national average
- Importance Satisfaction Ratings that show the services which should receive the most emphasis in order to improve overall satisfaction
- Tabular data that shows the results of each question on the survey, including open ended

responses

- A copy of the survey instrument
- GIS maps showing the results of the survey as maps of the City

Deliverable Task 4: ETC Institute will submit the final report in a pdf format.

ATTACHMENT "B" PROJECT SCHEDULE

Listed below is ETC Institute's typical timeline for administering a survey. We are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Month 2-3**
Administer the survey
- **Month 3-4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

ATTACHMENT "C"
FEE SCHEDULE

The table below shows a breakdown of the fees for the services described in this proposal.

Task	Cost
Design Survey and Prepare Sampling Plan	\$ 2,700.00
Administer Survey	\$ 13,500.00
Formal Reporting	\$ 3,000.00
TOTAL	\$ 19,200.00

2026 Rowlett Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the city's on-going effort to provide quality services for the community. If you prefer to take this survey online, please visit RowlettSurvey.org. To say thank you, at the end of the survey you will have a chance to opt-in for a chance to win one (1) \$500 prepaid Visa gift card for fully completing your survey. Thank you!

1. Perceptions of the City. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your city tax dollars and fees	5	4	3	2	1	9
2. Overall quality of life in the city	5	4	3	2	1	9
3. Overall image of the city	5	4	3	2	1	9
4. Overall appearance of the city	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Overall quality and affordability of housing in the city	5	4	3	2	1	9

2. Quality of Life in Rowlett. Please rate the City of Rowlett...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place to retire	5	4	3	2	1	9
5. As a place to visit	5	4	3	2	1	9
6. As a community that is moving in the right direction	5	4	3	2	1	9

3. Overall Satisfaction with Major City Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of parks and recreation programs/facilities	5	4	3	2	1	9
02. Overall quality of City hosted special events	5	4	3	2	1	9
03. Overall maintenance of city streets/sidewalks	5	4	3	2	1	9
04. Overall enforcement of city codes/ordinances	5	4	3	2	1	9
05. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
06. Overall quality of police, fire, and ambulance services	5	4	3	2	1	9
07. Overall effectiveness of city communication with the public	5	4	3	2	1	9
08. Overall flow of traffic on city streets	5	4	3	2	1	9
09. Overall quality of trash, recycling, and bulky waste services	5	4	3	2	1	9
10. Overall quality of the city's library	5	4	3	2	1	9
11. Overall quality of water services	5	4	3	2	1	9
12. Overall quality of wastewater/sewer services	5	4	3	2	1	9

4. Which THREE of the items in Question 3 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 3.]

1st: ____ 2nd: ____ 3rd: ____

6. How have you contacted the city in the past 12 months? [Check all that apply.]

- ☐ (1) Phone
 ☐ (5) Through a City Council member
☐ (2) Email
 ☐ (6) Other: _____
☐ (3) Social media
 ☐ (7) I have not contacted the city in the past 12 months [Go to Q7.]
☐ (4) In person

5. Customer Service. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. How easy the city is to contact	5	4	3	2	1	9
2. The way you are treated by city employees	5	4	3	2	1	9
3. The accuracy of information and assistance from city employees	5	4	3	2	1	9
4. How well your issues are handled by city employees	5	4	3	2	1	9

7. Perceptions of Safety and Security. Please rate your feeling of safety in the following situations.	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. Walking alone in your neighborhood in general	5	4	3	2	1	9
2. Walking alone in your neighborhood during the day	5	4	3	2	1	9
3. Walking alone in your neighborhood after dark	5	4	3	2	1	9
4. In city parks and recreation facilities	5	4	3	2	1	9
5. In business areas of the city during the day	5	4	3	2	1	9
6. In business areas of the city after dark	5	4	3	2	1	9
7. In other public areas of the city (e.g., local restaurants, retail stores)	5	4	3	2	1	9

8. Public Safety Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police protection	5	4	3	2	1	9
02. Visibility of police in your neighborhood	5	4	3	2	1	9
03. Visibility of police in retail areas	5	4	3	2	1	9
04. The city's efforts to prevent crime	5	4	3	2	1	9
05. Enforcement of local traffic laws	5	4	3	2	1	9
06. How quickly police officers respond to emergencies	5	4	3	2	1	9
07. Quality of public safety education programs	5	4	3	2	1	9
08. Overall quality of local fire protection	5	4	3	2	1	9
09. How quickly firefighters respond to emergencies	5	4	3	2	1	9
10. Quality of local ambulance service	5	4	3	2	1	9

9. Which **THREE** of the public safety services in Question 8 do you think are **MOST IMPORTANT** for the city to provide? *[Write in your answers below using the numbers from the list in Question 8.]*

1st: _____ 2nd: _____ 3rd: _____

10. Code Enforcement Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall responsiveness of city code enforcement staff	5	4	3	2	1	9
02. Overall aesthetics of the city	5	4	3	2	1	9
03. Enforcement of junk/trash on private property	5	4	3	2	1	9
04. Exterior maintenance and upkeep of residential property	5	4	3	2	1	9
05. Efforts to remove abandoned or inoperative vehicles	5	4	3	2	1	9
06. Enforcement of parking on grass in front yards	5	4	3	2	1	9
07. Enforcement of weedy lots	5	4	3	2	1	9
08. Enforcement of graffiti	5	4	3	2	1	9
09. Cleanliness of your neighborhood	5	4	3	2	1	9
10. Enforcement of sign regulations	5	4	3	2	1	9
11. Efforts to ensure maintenance of rental properties	5	4	3	2	1	9

11. Which **THREE** of the code enforcement services in Question 10 do you think are **MOST IMPORTANT** for the city to provide? *[Write in your answers below using the numbers from the list in Question 10.]*

1st: _____ 2nd: _____ 3rd: _____

12. Residential and Neighborhood Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Quality of your neighborhood's condition	5	4	3	2	1	9
2. Neighborhood and crime watch groups	5	4	3	2	1	9
3. Quality of community policing efforts in your neighborhood	5	4	3	2	1	9
4. Public safety social media outreach	5	4	3	2	1	9

13. Utilities and Solid Waste Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Quality of residential garbage collection	5	4	3	2	1	9
2. Quality of yard waste and brush collection	5	4	3	2	1	9
3. Bulky item pickup/removal services	5	4	3	2	1	9
4. Recycling and compost services	5	4	3	2	1	9
5. Taste of tap water	5	4	3	2	1	9
6. Smell of tap water	5	4	3	2	1	9
7. Quality of water pressure in your home	5	4	3	2	1	9
8. Quality of water services customer service	5	4	3	2	1	9

14. Maintenance and Appearance of the City. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Condition of major city streets	5	4	3	2	1	9
02. Condition of streets in your neighborhood	5	4	3	2	1	9
03. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
04. Timing of traffic signals on city streets	5	4	3	2	1	9
05. Traffic flow on major city streets	5	4	3	2	1	9
06. Pedestrian accessibility (connected sidewalks for people with disabilities)	5	4	3	2	1	9
07. Appearance/Condition of city medians, rights-of-ways, and public areas	5	4	3	2	1	9
08. Adequacy of city street lighting	5	4	3	2	1	9
09. Visibility of pavement markings and street signs on city streets	5	4	3	2	1	9
10. Overall cleanliness of streets and alleyways	5	4	3	2	1	9
11. Availability of bike lanes	5	4	3	2	1	9

15. Which **THREE** of the city maintenance services in Question 14 do you think are **MOST IMPORTANT** for the city to provide? *[Write in your answers below using the numbers from the list in Question 14.]*

1st: _____ 2nd: _____ 3rd: _____

16. Parks and Recreation Services. Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of city parks	5	4	3	2	1	9
02. Number of city parks	5	4	3	2	1	9
03. Appearance of parks/facilities	5	4	3	2	1	9
04. Quality of walking and biking paths	5	4	3	2	1	9
05. Quality of aquatic/pool facilities	5	4	3	2	1	9
06. Outdoor athletic facilities/fields (e.g., soccer, baseball, and football)	5	4	3	2	1	9
07. Availability of information about recreation programs	5	4	3	2	1	9
08. Quality of recreation programs for youth	5	4	3	2	1	9
09. Quality of recreation programs for adults	5	4	3	2	1	9
10. Quality of recreation programs for seniors	5	4	3	2	1	9
11. City sponsored special events	5	4	3	2	1	9
12. Number of parks and recreation amenities	5	4	3	2	1	9
13. City summer camp programs	5	4	3	2	1	9
14. Quality of programs at senior centers	5	4	3	2	1	9
15. Customer service provided by Parks and Recreation staff	5	4	3	2	1	9
16. Maintenance and appearance of recreation centers	5	4	3	2	1	9

17. Which **THREE** of the Parks and Recreation services in Question 16 do you think are **MOST IMPORTANT** for the city to provide? *[Write in your answers below using the numbers from the list in Question 16.]*

1st: _____ 2nd: _____ 3rd: _____

18. The following is a list of actions the City of Rowlett could take to improve the parks and recreation system. Please indicate your support for each potential action using a scale of 5 to 1, where 5 means "Very Supportive," and 1 means "Not at all Supportive."

Improvements to Existing Facilities:		Very Supportive	Somewhat Supportive	Neutral	Not Supportive	Not at all Supportive	Don't Know
01.	Add/expand/improve trails/walking paths in existing parks	5	4	3	2	1	9
02.	Add/improve access to Community Park	5	4	3	2	1	9
03.	Improve public lake access	5	4	3	2	1	9
04.	Improve restroom facilities in existing parks	5	4	3	2	1	9
05.	Increase general repair, maintenance, and cleanliness of parks and facilities	5	4	3	2	1	9
06.	Preserve existing unimproved natural areas and open space	5	4	3	2	1	9
07.	Renovate the Rowlett Community Centre	5	4	3	2	1	9
08.	Other:	5	4	3	2	1	9
Developing New Facilities:							
09.	Develop a dog park in Community Park	5	4	3	2	1	9
10.	Develop a new regional soccer complex	5	4	3	2	1	9
11.	Develop indoor aquatic facilities	5	4	3	2	1	9
12.	Develop new outdoor basketball courts	5	4	3	2	1	9
13.	Develop new outdoor pickleball courts	5	4	3	2	1	9
14.	Develop a new outdoor roller hockey rink	5	4	3	2	1	9
15.	Develop new public lake access	5	4	3	2	1	9
16.	Other:	5	4	3	2	1	9

19. Which **FOUR** actions from the list in Question 18 would you be **MOST WILLING** to fund? [Write in your answers below using the numbers from the list in Question 20, or circle "NONE."]

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ NONE

20. Have you visited the Rowlett Public Library in the past 12 months? _____(1) Yes _____(2) No

21. <u>Library Services.</u> Please rate your satisfaction with the following.		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Quality of the condition of the library facilities	5	4	3	2	1	9
02.	Amount of quiet space at the library	5	4	3	2	1	9
03.	Quality of library children's events, classes, and programs	5	4	3	2	1	9
04.	Quality of library adult events, classes, and programs	5	4	3	2	1	9
05.	Availability of meeting space	5	4	3	2	1	9
06.	Quality of library materials and resources	5	4	3	2	1	9
07.	Quality of library computers and other mobile electronic devices	5	4	3	2	1	9
08.	Availability of library computers and other mobile electronic devices	5	4	3	2	1	9
09.	Quality of library staff customer service	5	4	3	2	1	9
10.	Quality of library's online resources	5	4	3	2	1	9

22. Which **TWO** library services in Question 21 do you think are **MOST IMPORTANT** for the city to provide? [Write in your answers below using the numbers from the list in Question 21.]

1st: _____ 2nd: _____

23. Please **CHECK ALL** of the following sources you currently use to obtain/receive information about the City of Rowlett. [Check all that apply.]

____(01) City of Rowlett website
 ____ (02) Friday @5 Newsletter
 ____ (03) E-newsletters
 ____ (04) Email
 ____ (05) City Council meetings

____(06) Cable television
 ____ (07) City's Facebook page
 ____ (08) Town Hall meetings
 ____ (09) Neighborhood meetings
 ____ (10) Other: _____

24. Which **THREE** of the sources in Question 23 do you **MOST PREFER** to use to obtain/receive information about the City of Rowlett? [Write in your answers below using the numbers from the list in Question 23.]

1st: _____ 2nd: _____ 3rd: _____

25. <u>City Communication</u> . Please rate your satisfaction with the following.	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about government operations	5	4	3	2	1	9
2. City efforts to keep residents informed about local issues	5	4	3	2	1	9
3. The level of public involvement in city decision-making	5	4	3	2	1	9
4. Usefulness of the information that is available on the city's website	5	4	3	2	1	9
5. Timeliness of information provided by your local government	5	4	3	2	1	9
6. Quality of social media outlets (e.g., Facebook)	5	4	3	2	1	9
7. Availability of public safety messages (e.g., updates by police, product recalls by fire department, mosquito alerts)	5	4	3	2	1	9

26. Which **TWO** of the communication items in Question 25 do you think are **MOST IMPORTANT** for the city to provide? *[Write in your answers below using the numbers from the list in Question 25.]*

1st: _____ 2nd: _____

27. Downtown. Please rate your level of agreement with each of the following:

Regarding Downtown Rowlett, the City Should...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
1. Enhance connectivity to the DART station and parking	5	4	3	2	1	9
2. Invest in a community pavilion to provide a focal point for community events and activities	5	4	3	2	1	9
3. Invest in wayfinding and street amenities	5	4	3	2	1	9
4. Provide incentives for additional mixed-use redevelopment	5	4	3	2	1	9

28. Which **ONE** of the items listed in Question 27 is **MOST IMPORTANT** to you and the members of your household? *[Write in your answers below using the numbers from the list in Question 27.]*

1st: _____

29. <u>Housing Types</u> . Please indicate if you believe the City of Rowlett needs more or less of each housing type.	Need More	•	Neutral	•	None Needed
1. Single family (for ownership)	5	4	3	2	1
2. Single family (for rental)	5	4	3	2	1
3. Multilevel condominiums (for ownership)	5	4	3	2	1
4. Multilevel multifamily (rental)	5	4	3	2	1
5. Affordable housing (all types)	5	4	3	2	1
6. Townhomes (for ownership)	5	4	3	2	1

30. Which **TWO** of the housing types listed in Question 29 do you think are **MOST IMPORTANT** for the City of Rowlett? *[Write in your answers below using the numbers from the list in Question 29.]*

1st: _____ 2nd: _____

31. As the City of Rowlett prepares for the future, which **THREE** areas should receive the **MOST EMPHASIS** from City leaders? *[Write your answers for your top 3 choices using the numbers from the list below.]*

1. Diversify the tax base by supporting a mix of residential, commercial, and industrial development
2. Expand the tax base through responsible infill development and redevelopment
3. Expanding athletic and recreational opportunities
4. Invest in repairing or replacing aging screening walls along major arterials
5. Invest in the beautification and maintenance of the medians on Lakeview Parkway
6. Invest in the restoration and maintenance of the Coyle House
7. Preserving undeveloped areas, trees, and open space
8. Seek an additional DART station adjacent to Interstate 30
9. Other: _____

1st: _____ 2nd: _____ 3rd: _____ NONE

32. If there was **ONE** thing you could share with the City's leadership (any comment, suggestion, etc.), what would it be?

Demographics

33. Approximately how many years have you lived in Rowlett?

- ☐ (1) Less than 2 years ☐ (4) 11-15 years ☐ (7) More than 30 years
☐ (2) 2-5 years ☐ (5) 16-20 years ☐ (9) Don't know
☐ (3) 6-10 years ☐ (6) 21-30 years

34. What is your age? _____ years

35. Do you own or rent your home? ☐ (1) Own ☐ (2) Rent

36. Is your total annual household income...

- ☐ (1) Under \$25,000 ☐ (4) \$75,000-\$99,999 ☐ (7) \$150,000-\$199,999
☐ (2) \$25,000-\$49,999 ☐ (5) \$100,000-\$124,999 ☐ (8) \$200,000 or more
☐ (3) \$50,000-\$74,999 ☐ (6) \$125,000-\$149,999

37. Are you or any members of your family of Hispanic or Latino ancestry?

- ☐ (1) Yes ☐ (2) No

38. Which of the following best describes your race/ethnicity? [Check all that apply.]

- ☐ (01) Asian or Asian Indian ☐ (04) White
☐ (02) Black or African American ☐ (05) Native Hawaiian or other Pacific Islander
☐ (03) American Indian or Alaska Native ☐ (99) Other: _____

39. Your gender: ☐ (1) Male ☐ (2) Female

40. DRAWING (OPTIONAL): Would you like to opt-in to a drawing for a chance to win one (1) \$500 prepaid Visa gift card for fully completing your survey? (Limited to one per household. Sent via email.)

- ☐ (1) Yes [Answer Q40a.] ☐ (2) No [END SURVEY.]

40a. Please provide your contact information below.

Name: _____ Phone: _____

Email: _____

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed return-reply envelope addressed to:
ETC Institute, 725 W. Frontier Lane, Olathe, KS 66061