



# 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.**

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**Tuesday, April 7, 2026**

**7:00 PM**

**Municipal Building – 4000 Main**

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

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

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

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

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

**Invocation**

**Pledges of Allegiance**

**1. Call to Order**

**2. Presentations**

**2.A.** Proclamation recognizing National Public Safety Telecommunicators Week as April 12-18, 2026.

**2.B.** Proclamation recognizing National Library Week as April 19-25, 2026.

**2.C.** Proclamation recognizing the month of April as National Child Abuse Prevention Month.

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

**3. Citizens' Input**

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

**4. Consent Agenda**

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

**4.A. Consider action approving the minutes.**

Consider action to approve minutes from the following City Council meeting(s): March 11, 2026, City Council Special Meeting, March 16, 2026, City Council Work Session, and March 17, 2026, City Council Meeting.

**4.B. Consider action to approve the purchase of meter repair and replacement services from Aqua Metric Sales Company.**

Consider action to adopt a resolution authorizing the purchase of meter repair and replacement services from Aqua Metric Sales Company, the authorized distributor for Sensus USA Inc. products in North Texas, for an amount not to exceed \$735,188.70; authorizing the Interim City Manager or his designee to negotiate and execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.C. Consider action approving the purchase of two (2) Pumper Trucks for the Fire Department.**

Consider action to adopt a resolution authorizing the purchase of two (2) Spartan 180 Fire Engines (Pumper Trucks) for the Fire Department from Metro Fire Apparatus Specialists, Inc., the authorized Spartan dealer for Texas, through a Sourcewell cooperative purchasing contract, for a total price not to exceed \$2,294,052; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.D. Consider action to approve the purchase of four (4) Mack MD6 dump trucks for the Public Works Department.**

Consider action to adopt a resolution authorizing the purchase of four (4) Mack MD6 dump trucks for the Public Works Department, from Bruckner Truck Sales, Inc., through an HGAC cooperative purchasing contract, for a total price not to exceed \$531,496.00; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.E. Consider action to approve the purchase of eight (8) Chevrolet Equinox for the Police Department.**

Consider action to adopt a resolution authorizing the purchase of eight (8) Chevrolet Equinox sport utility vehicles for the Police Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$262,267.92; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.F. Consider action to approve the purchase of two (2) Chevrolet Silverado 2500 for the Public Works Department.**

Consider action to adopt a resolution authorizing the purchase of two (2) Chevrolet Silverado 2500 service body trucks for the Public Works Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$121,230.84; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.G. Consider action to approve and ratify an emergency construction equipment rental agreement for bypass pumps.**

Consider action to adopt a resolution approving and ratifying an emergency construction equipment rental agreement with Bartholow Rental Inc., for the Liberty Grove Sewer Line Replacement (Emergency Purchase) for bypass pumps, in the amount not to exceed \$133,720.00; authorizing and ratifying the execution thereof by the City Manager and/or the Interim City Manager; and providing an effective date.

**4.H. Consider action to approve and ratify an emergency construction agreement for an odor dosing system.**

Consider action to adopt a resolution approving and ratifying an emergency contract for services with Pencco Inc. for the Liberty Grove Sewer Line Replacement (Emergency Purchase) odor corrosion and control system services, at the contracted rates, for an initial period through January 31, 2027, with up to four (4) additional one-year renewal periods; authorizing and ratifying the execution of an agreement therefor by the City Manager and/or the Interim City Manager; and providing an effective date.

**4.I. Consider action to approve and ratify an emergency purchase of chemical for odor control.**

Consider action to adopt a resolution approving and ratifying an emergency purchase of SULFeND from Well Squared for the Liberty Grove Sewer Line Replacement (Emergency Purchase) for odor control, in the amount not to exceed \$162,428.50; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase of odor controlling chemicals; and providing an effective date.

**4.J. Consider action to approve and ratify an emergency purchase for an odor control system.**

Consider action to adopt a resolution approving and ratifying an emergency purchase from Well Squared, LLC of an odor control system for the Liberty Grove Sewer Line Replacement, in the amount not to exceed \$566,872.34; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase thereof; and providing an effective date.

**4.K. Consider action to approve and ratify an emergency purchase of concrete.**

Consider action to adopt a resolution approving and ratifying an emergency purchase of concrete from Bodin Concrete, L.P. for the Liberty Grove Sewer Line Replacement Project for compensation not to exceed \$189,004.50; authorizing and ratifying the purchase thereof by the City Manager and/or the Interim City Manager; and providing an effective date.

**5. Individual Consideration**

- 5.A.** Conduct a public hearing regarding a request to amend the zoning for an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225, and the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas, and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, from Planned Development District with base zoning of General Commercial/Retail (PD-C-2) to Planned Development District with base zoning of modified General Commercial/Retail to allow an outdoor storage use and to amend the development regulations for the planned development district relating to screening, building orientation, setbacks, and landscaping requirements.
- 5.B.** Consider action to adopt an ordinance regarding a request to amend the zoning for an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225, and the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas, and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, from Planned Development District with base zoning of General Commercial/Retail (PD-C-2) to Planned Development District with base zoning of modified General Commercial/Retail to allow an outdoor storage use and to amend the development regulations for the planned development district relating to screening, building orientation, setbacks, and landscaping requirements.
- 5.C.** Consider action to adopt a resolution authorizing the Interim City Manager to execute and submit the Combined Subdivision Participation and Release Form for the "Six Remnant Defendants' Opioid Settlement Agreement."
- 5.D.** Consider action to adopt a resolution authoring the renaming of the Rowlett Nature Trail to the Lonnie Cornwell Memorial Nature Trail; authorizing the Interim City Manager or his designee to execute all

necessary documents necessary to purchase signage and providing an effective date.

**6. Executive Session**

- 6.A.** The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.071 (Consultation with City Attorney) to receive legal advice regarding the Sapphire Bay Development Agreement and other matters related to the Sapphire Bay development project.
- 6.B.** The City Council will convene into closed, executive session pursuant to Texas Government Code, §551.071 (Consultation with City Attorney) to receive legal advice regarding procedural matters relating to an ethics complaint filed March 31, 2026, against Mayor Pro Tem Michael Schupp.
- 6.C.** The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Secretary.

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

**8. New Business**

- 8.A.** Deliberate and take action on the March 31, 2026, ethics complaint against Mayor Pro Tem Michael Schupp.

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

**9. 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 April 1, 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](http://www.rowlett.com)**

**Meeting Date:** 4/7/2026

**Agenda Item:** 2.A.

**Title**

Proclamation recognizing National Public Safety Telecommunicators Week as April 12-18, 2026.


**Staff Representative**

Mike Denning, Police Chief  
 Christopher Damours, Asst Police Chief

**Executive Summary**

As part of an overall strategic priority to promote operational excellence, the City Council has adopted a goal to provide responsive, reliable, and cost-efficient public services and to become an employer of choice. Recognizing outstanding employees is one way to promote this priority. This item aims to proclaim National Public Safety Telecommunicators Week as April 12-18, 2026.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Promote Operational Excellence</b></p>	<p>7.1 Provide responsive, reliable, and cost-efficient public services.            7.2 Become an employer of choice.</p>

**Background Information**

Public Safety Agencies nationwide recognize the pivotal role of telecommunicators, or communication officers, who utilize telephones, radios, computers, and technical skills to support Law Enforcement, Fire Services, Emergency Medical Services, and other governmental field personnel. Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators. In 1991, Congress proclaimed it as a nationally recognized week of recognition.

**Discussion**

As in most communities nationwide, the Rowlett Police Department’s Communications Officers are the voice of 9-1-1. They are the first public safety officials a citizen speaks to during a crisis. Communication Officers are highly trained specialists capable of quickly and efficiently getting citizens the necessary police, fire, or medical assistance.

Communication Officers work behind the scenes and are critical to the Police and Fire

team. They are on duty 24 hours a day, seven days a week, 365 days a year, providing rapid access to Police and Fire services and a calm, reassuring voice to distressed citizens. The Police and Fire Departments of the City of Rowlett and its citizens are fortunate to be served by such professionals. It is an honor to recognize their services to the community by declaring the week of April 12-18, 2026, National Public Safety Telecommunicators Week.

**Financial/Budget Implications**

N/A

**Recommended Action**

Recognize April 12-18, 2026, National Public Safety Telecommunicators Week.

**Attachments**

1. Proclamation - National Public Safety Telecommunicators Week 2026



## Proclamation

**WHEREAS**, emergencies can occur at any time, and the prompt response of police officers, firefighters and paramedics is critical to the protection of life and the preservation of property; and

**WHEREAS**, the safety of our police officers, firefighters and residents is dependent upon the quality and accuracy of information obtained from callers who telephone the City of Rowlett Police and Fire Emergency Communications Center; and

**WHEREAS**, Public Safety Communication Officers are the first and most critical contact our citizens have with emergency services and are more than a calm and reassuring voice at the end of the phone – they are knowledgeable and skilled professionals who are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and helping to ensure their safety; and

**WHEREAS**, Public Safety Communication Officers of the City of Rowlett Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients and each one of our Communication Officers exhibits compassion, understanding, and professionalism during the performance of their job.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, on behalf of the City Council, do hereby proclaim the week of April 12 – 18, 2026, as

### **NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

in the City of Rowlett, in honor of the men and women whose diligence and professionalism keep our city safe and encourage our residents to recognize and celebrate the hard work of these dedicated individuals.

*In official recognition thereof, I hereby affix my signature  
this 7th day of April 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 4/7/2026

**Agenda Item:** 2.B.

**Title**

Proclamation recognizing National Library Week as April 19-25, 2026.


**Staff Representative**

Laura Tschoerner, Library Director

**Executive Summary**

Each year, National Library Week is celebrated to recognize the valuable role libraries and library workers play in transforming lives and strengthening communities.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>ENHANCE QUALITY OF LIFE</b></p>	<p>4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations. 4.5 Provide adult, youth, literacy, and digital media services and facilities. 4.6 Support programs and resources for lifelong learning.</p>

**Background Information**

**Discussion**

In the last fiscal year, the Rowlett Public Library served as a vital engine for community engagement, hosting 382 programs with over 10,000 attendees and having over 130,000 visitors. While technology and reading habits evolve, the library remains the community's 'living room'—a cornerstone for early literacy, STEAM education, educational enrichment, and lifelong learning. As we celebrate National Library Week, we invite you and the entire community to rediscover the essential resources the Rowlett Public Library offers.

**Financial/Budget Implications**

None

**Recommended Action**

N/A

## **Attachments**

1. Proclamation - National Library Week 2026



## *Proclamation*

**WHEREAS**, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

**WHEREAS**, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, gender, creed, ability, or socio-economic status; and

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

**WHEREAS**, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

**WHEREAS**, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

**WHEREAS**, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

**NOW, THEREFORE**, I, Jeff Winget, Mayor, of the City of Rowlett and on behalf of the City Council, do hereby proclaim the week of April 19-25, 2026, as **National Library Week**. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day.

*In official recognition thereof, I hereby affix my signature  
this 7th day of April 2026.*

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*Jeff Winget, Mayor, City of Rowlett*



**City of Rowlett  
City Council Agenda Item**

**Meeting Date:** 4/7/2026

**Agenda Item:** 2.C.

**Title**

Proclamation recognizing the month of April as National Child Abuse Prevention Month.


**Staff Representative**

Jeff Winget, Mayor

**Executive Summary**

This Proclamation, recognizing April 2026 as National Child Abuse Prevention Month, will raise awareness about the issue of child abuse, promote prevention efforts, and encourage community involvement in supporting the safety and well-being of children.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>GOVERN TRANSPARENTLY &amp; INCLUSIVELY</b></p>	<p>1.6 Actively educate, engage, and communicate with the community through a variety of channels.</p>

**Background Information**

National Child Abuse Prevention Month is observed every April to raise awareness about the serious issue of child abuse and neglect. It serves as a time for communities to reflect on the steps we can take to protect children, promote healthy family relationships, and prevent abuse. Across the country, communities, organizations, and local governments participate in activities that provide education on child safety and offer resources to parents, caregivers, and professionals.

The City of Rowlett has long been committed to creating a safe and supportive environment for its residents, particularly children. By recognizing this important month, we align ourselves with the national movement to highlight the need for community collaboration in preventing child abuse and fostering environments where children can thrive.

**Discussion**

N/A

**Financial/Budget Implications**

N/A

**Recommended Action**

Recognize the month of April as National Child Abuse Prevention Month.

**Attachments**

1. Proclamation - National Child Abuse Prevention Month 2026



## *Proclamation*

**WHEREAS**, child abuse is a serious and pervasive issue affecting children of all ages, races, and socioeconomic backgrounds; and

**WHEREAS**, the City of Rowlett recognizes that every child has the right to grow up in a safe, supportive, and nurturing environment, free from physical, emotional, and psychological harm; and

**WHEREAS**, April is recognized as National Child Abuse Prevention Month, a time to raise awareness about the prevalence of child abuse, promote the well-being of children, and encourage individuals and communities to take action in preventing abuse and neglect; and

**WHEREAS**, preventing child abuse requires a collaborative effort among individuals, families, social service agencies, healthcare professionals, educators, and law enforcement; and

**WHEREAS**, the City of Rowlett acknowledges the work of local organizations, including Children's Advocacy Center for Rockwall County (CAC), Rockwall County Department of Family and Protective Services (DFPS), The Rainbow Room, Lone Star CASA (Court Appointed Special Advocates), EMPOWER, and many others, who dedicate their time and efforts to protecting children and supporting families in need; and

**WHEREAS**, the City of Rowlett encourages every citizen to take an active role in promoting positive, healthy relationships with children and to speak up when they see signs of abuse or neglect in their community; and

**WHEREAS**, we recognize the importance of educating and empowering parents, caregivers, and community members to prevent child abuse and to foster environments where children can thrive and reach their full potential.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim the month of **April** as **National Child Abuse Prevention** in the City of Rowlett, Texas and encourage all citizens, community organizations, and local agencies to join in the efforts to raise awareness about child abuse, to promote prevention strategies, and to support initiatives that improve the safety and well-being of our children.

*In official recognition thereof, I hereby affix my signature  
this 7th day of April 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.A.

**Title**

**Consider action approving the minutes.**

Consider action to approve minutes from the following City Council meeting(s): March 11, 2026, City Council Special Meeting, March 16, 2026, City Council Work Session, and March 17, 2026, City Council Meeting.

**Staff Representative**


Deborah Sorensen, City Secretary

**Executive Summary**

Section 551.021 of the Government Code provides as follows:

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

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>GOVERN TRANSPARENTLY &amp; INCLUSIVELY</b></p>	<p>1.8 Provide accurate and timely information to policy-makers and the public.</p>

**Background Information**

N/A

**Discussion**

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

**Financial/Budget Implications**

N/A

**Recommended Action**

Move to approve minutes from the following City Council meeting(s): March 11, 2026, City Council Special Meeting, March 16, 2026, City Council Work Session, and March 17, 2026, City Council Meeting.

**Attachments**

1. 03.11.26 City Council Special Meeting Minutes
2. 03.16.26 City Council WS Minutes
3. 03.17.26 City Council Meeting Minutes

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

Wednesday, March 11, 2026

4:00 P.M.

Municipal Building – 4000 Main

**Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Mike Britton, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III (arrived at 4:05 pm)**

**Absent: Councilmember Jonathan Reaves**

**1. CALL TO ORDER**

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

**2. CITIZENS INPUT**

No one spoke.

**3. EXECUTIVE SESSION**

**3A.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.071 (Consultation with Attorney) to seek legal advice regarding Miller Road Bridge Reconstruction.

**3B.** The City Council shall convene into executive session pursuant to the Texas Government Code, §551.074 (Personnel) to deliberate on the Employment Agreement of Kristoff Thomas Bauer.

**Mayor Winget adjourned the meeting into Executive Session at 4:01 pm.**

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

**Mayor Winget reconvened the meeting at 5:28 pm.**

**3A.** No action taken

**3B.** A motion was made by Councilmember J. Bowers III, seconded by Deputy Mayor Pro Tem Britton, to authorize the Mayor to negotiate and execute an employment agreement with Kristoff Bauer on the terms discussed in Executive Session. Motion passed 6-0.

**5. ADJOURNMENT**

Mayor Winget adjourned the meeting at 5:28 pm.

*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.*

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Monday, March 16, 2026

6:00 P.M.

Municipal Building – 4000 Main

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

**1. CALL TO ORDER**

Mayor Winget called the meeting to order at 6:00 p.m.

**2. CITIZENS INPUT**

1. Beth Crockett, Rowlett – Glad to see the municipal complex on the agenda tonight. She would like to know how much money has been spent on the GO Bond and the CO Bond for design and plans.

**3. WORK SESSION**

**3A. Receive information from Rowlett PD regarding the Flock LPR System.**

Police Chief Michael Denning presented this item. The Rowlett Police Department is providing information to City Council regarding its use of the Flock Safety License Plate Reader (LPR) technology. The presentation explained how the system is used, its legal authority, privacy protections, data sharing practices, security standards, and investigative outcomes since implementation in January 2023. The system captures photographic images of vehicles traveling in public spaces. It enables cases to be solved quickly and efficiently. It is used exclusively as an investigative tool. Twenty LPR Cameras are currently deployed on major thoroughfares primarily on PGBT and Hwy 66. The goal is to have coverage on every major road in and out of the city. With the support of the City Manager's office, the PD was able to obtain \$40,750 in grant funding and \$56,000 from the FY26 General Fund. Thirty-two additional cameras will be deployed throughout the city.

Texas law does not recognize an expectation of privacy on license plates in public view, the same is true for NTTA cameras on PGBT. Every search must be tied to a documented criminal offense and include a specific investigative purpose. Officer login information is tracked, and the offense type is tracked. Supervisory see which officers/dispatcher ran on which plate and why. License plate data is retained only for 30 days. After that period, the data is automatically and permanently deleted. Flock LPR system operates within all legal and constitutional boundaries. Access to the data is restricted to approved law enforcement agencies. Flock is not mass surveillance. Rowlett PD shares and receives data with 503 Texas agencies and one federal partner (US Postal Service). Flock does not capture faces or biometric identifiers. LPR data belongs to our department and not Flock. Rowlett PD has a robust ALPR Policy (Policy 427), which addresses the administration of

ALPR technology, operations of the ALPR database within the PD, data collection and retention, accountability, privately owned/funded ALPR Systems, and release of ALPR data. Flock provides data upon legal requests with notification to the affected agency. Flock is not an ICE vendor, federal agencies cannot access our data without Rowlett PD sharing it.

Chief Denning reviewed a few case examples that the use of Flock helped capture suspects. Rowlett PD has used Flock 1,039 times and it has assisted in 536 investigations. It has reduced the need for additional surveillance and saves significant officer time and manpower. It allows officers to remain visible for calls for service and proactive enforcement. It has been effective in the reduction of burglary of motor vehicles and stolen vehicle offenses.

Councilmember Reaves asked for this item to be on the agenda because he had several citizens concerned about civil liberties. He confirmed that Flock is only used, when necessary, when there's an alert. He is relieved that civil liberties aren't being violated. He suggested that City Council have a policy to review the newest technology and how it is being used. Mayor Winget confirmed that Flock is a cloud base application. He suggested getting the PTZ Camera Policy sooner rather than later.

- 3B.** Receive a presentation regarding the purchase of OpenGov Capital Budget & Project Management software.

David Leibowitz, IT Director, presented this item. The City's reliance on spreadsheets for Project Management and manual reconciliation between Engineering and Finance departments creates significant inefficiencies in project execution and financial transparency. Mr. Leibowitz stated that he compiled list of prioritized requirements, crossed referenced requirements against Top PMIS Municipality Vendors and selected four candidates for demonstration sessions. Selection criteria required integration with Munis and ESRI (GIS Mapping). OpenGov emerged as the leading solution due to its proven integration with city systems, functionality, user experience and alignment with our requirements. Over 2,100 public sector agencies utilize OpenGov Suite of Applications. He reviewed the key benefits of OpenGov. The average implementation will be completed in five phases in a six-month period. Staff recommend approval of the purchase of OpenGov Capital & Project Management Application. This item will be on tomorrow's City Council meeting agenda.

- 3C.** Receive a presentation regarding the Municipal Complex and the next steps.

This item was heard after agenda item 3D.

Munal Mauladad, Interim Assistant City Manager presented this item. This is a presentation regarding the status of the municipal complex and future next steps based on the City Council's direction. At the February 3, 2026, meeting, City Council directed staff to assess the viability of alternative sites for city facilities. In 2023, three propositions were voter approved; Prop A – Public Safety Facility for \$63,928,980; Prop B – Animal Shelter for \$6,400,000; and Prop C – Herfurth Park for \$4,000,000. The 2021 Prop C had the location of Rowlett Public Safety and Animal Shelter at Pecan Grove Park. Funding did not include design of the Public Safety and Animal Shelter facilities for the Miller Hights location. In 2023 the location was moved to Herfurth Park on approximately 24.265 acres to house the City Hall, Police Department Headquarters, and Animal Shelter. This would use approximately 9.38 acres, leaving 14.89 acres to continue to serve as a park. City Hall is 37,228 sq. ft. and houses the City Council Chambers, City Manager's and City Secretary's offices, Human Resources, Finance/Revenue, Economic Development, Community Development, Engineering, and IT. The Animal Shelter is 9,000 sq. ft with approximately 1,000 sq.

ft. Sally Port. The Public Safety Building is 70,000 sq. ft. facility that will house the Police Department, Courts, and Asset Support Building. Hoefer Welker is preparing a Proposal for Site Studies for the new Municipal Complex. Their proposal is to include: (2) Options located at Herfurth Park (Location 1), (1) Option for Pecan Grove Park (Location 2), (4) Options for locations To Be Determined, (4) Public Design Charettes, and (2) Council Workshops. Staff is looking to receive direction regarding needs of a municipal complex and potential alternative sites.

Mayor Winget stated that it is not operationally efficient to have the Public Safety Building at Pecan Grove. He suggested that there is property for sale that is just south of the current Public Safety Building and north of the apartments. He suggested putting the new City Hall and Public Safety there and leaving the Animal Shelter at Herfurth Park. Councilmember E. Bowers disagreed with leaving the Animal Shelter at Herfurth Park. Herfurth Park needs to remain a park. She does like having City Hall and Police Department on Rowlett Road. Councilmember Reaves stated to leave the City Hall and Animal Shelter at Herfurth Park and keep the detention center where it is currently at. We have already spent the money to design the municipal complex there. Mayor Pro Tem Schupp stated that it is important to be visible and not tucked behind other buildings. Deputy Mayor Pro Tem Britton stated he liked having the Animal Shelter at Herfurth Park and City Hall and the Police Department on Rowlett Road. Mayor Winget stated that another option is to purchase a building next to the Jackson Shaw project for the Police Department. Councilmember Reaves stated that it should be considered. Everyone else disagreed, stating that it puts the Police Department too far out. Mayor Winget also suggested putting the Animal Shelter just north of the DART parking and behind the Carnation Car Wash on Martin. The cons of this is that there are several different properties to purchase with different property owners. Councilmember Gibbs suggest putting the Animal Shelter in Toler Business Park. Mayor Winget stated that these are all options that Hoefer Welker can use when doing their site evaluations. Kristoff Bauer, Interim City Manager, stated that \$1.3 million has been spent on design, survey, etc. for the municipal complex. He did not have the details as to which bonds they were spent from.

**3D. Receive a presentation regarding the Community Survey Proposal.**

Kristoff Bauer, Interim City Manager, presented this item. ETC Institute is the Nation's leading provider of market research for local governments. Since 2012, ETC Institute has surveyed more than 4,000,000 people in more than 1,200 communities around the world. The report components consist of Quality-of-Life Measures, Perceptions/Satisfaction, Local issues/Priorities (not benchmarked), Demographic Information, and Geographic/Cross Tabs. Mr. Bauer reviewed the cost option of 300 Surveys vs. 400 Surveys. The timing of the survey would be as follows; Month 1, design survey instrument and finalize sampling plan, Month 2-3 administer the survey, and Month 3-4, draft report submitted for review and prepare and deliver the final report. Staff is recommending initiating Citizen Survey, workshop key local questions with City Council, obtain results prior to strategic plan effort, and use 400 sample size.

The consensus is to move forward with the 400 Survey option.

**Mayor Winget recessed the meeting at 7:41 pm for a break.**

**Mayor Winget reconvened the meeting at 7:49 pm.**

**4. Discuss Consent Agenda Items for March 17, 2026, City Council Meeting.**

Deputy Mayor Pro Tem Britton requested to have agenda item 4C, approval of purchase of the OpenGov Capital Budget & Project Management software, pulled for individual consideration.

**5. ADJOURNMENT**

Mayor Winget adjourned the meeting at 8:35 pm.

DRAFT

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

Tuesday, March 17, 2026

7:00 P.M.

Municipal Building – 4000 Main

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

## **INVOCATION**

The invocation was led by Pastor Joel & Samara Almanza, of Church in the City.

## **PLEDGES OF ALLEGIANCE**

The Pledges of Allegiance were led by City Council.

### **1. CALL TO ORDER**

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

### **2. PRESENTATIONS**

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

Mayor Winget read a statement regarding citizen input comments that have been shared with City Council recently and other important matters to share. Over the past several months, City Council has received a number of public comments from neighbors regarding an accessory structure built by one of the neighbors. In an effort to provide some clarity, not only to those neighbors, but to the public at large, the City Council issues the following statement as to what the City Council can and cannot do in situations where neighbors engage in such a dispute. When the subject of the dispute is an activity or structure govern by the City's Code of Ordinance, the City Council may request the City Manager to have staff look into the matter, in this case, that was done here. Prior to issuing the building permit of the accessory structure, city staff confirmed that the proposed structure would meet all the requirements of Section 77-908.b.1.a of the City's Code of Ordinances, which apply to this particular structure. After the accessory was completed, the structure passed its final inspection, after the property owner made one minor modification required by city staff. In sum, in this particular instance, there was nothing to indicate that the building permit or the final inspection approval was issued in error, or the accessory structure violates any city code requirement. The City's involvement accordingly ends here. The City Council wishes to remind residents that disputes between neighboring property owners, that do not involve violation of City ordinances, fall outside of the authority of City Council and municipal enforcement staff. While the City strives to provide a cooperative and respectful community, it does not have the legal authority to intervene in or resolve private disagreements between individuals where no municipal code, ordinance, or regulation has

been violated. Matters relating to private concerns between neighbors are generally considered civil issues. In such cases, property owners are encouraged to communicate directly with one another in an effort to reach an agreeable mutual solution. If necessary, residents may also consider mediation services or consult with a private attorney to explore available civil remedies. The City Council remains committed to enforcing City ordinances and protecting the health, safety, and welfare of the community. However, when a matter does not involve a violation of applicable City laws, the City must defer to the parties involved to resolve the issue through appropriate private or legal channels.

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

Councilmember E. Bowers provided the following announcements:

**LIBRARY** - Visit the Library's Spring Book Sale on Friday and Saturday from 10 am to 5 pm. With paperbacks at just fifty cents and hardcovers and DVDs for only one dollar, it's the perfect time to stock up. Please note, the Library can only accept cash or check for book sale items.

At the Library's Tabletop Games program, older kids and adults can embark on high-stakes journeys where strategy meets storytelling. Morning Games will be from 10:00 a.m. to 12:00 p.m. and afternoon games will be from 1:00 p.m. to 5:00 p.m. Visit [Rowlett.com/Library](http://Rowlett.com/Library) for a full list of games along with the Library calendar of events.

**POLICE** - The Rowlett Police Department is reminding citizens to stay vigilant. If you see something, say something. Help the Rowlett Police Department better serve the community by reporting suspicious activity.

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

The Rowlett Parks & Recreation is excited to introduce "Happy Paws, Healthy Hearts", a heartwarming program that brings seniors and shelter pets together for fresh air, friendly conversation, and plenty of wagging tails! Join us on the first Wednesday of each month at 10 AM as we meet at the Rowlett Animal Shelter for a fun and meaningful morning walk.

First-time participants will need to sign up as a City Volunteer and with Friends of Rescue Animals and complete a short training. After that, simply pre-register through the Rowlett Community Centre.

To register, call 972-412-6170 or visit [rowlett.com/seniors](http://rowlett.com/seniors). Come make a furry friend and get those happy paws and healthy hearts moving!

Ready to see where the train can take you? Join us on Wednesday, March 25th as we ride the Dallas Area Rapid Transit train into the city for a day of art, fresh air, and exploration! We'll visit the incredible Dallas Museum of Art and then make our way over to Klyde Warren Park to grab lunch and enjoy the park. It's a fun way to discover just how easy it is to travel around Dallas using DART!

This is a Free activity, but participants are responsible for their DART ticket and their lunch. General admission to the Dallas Museum of Art is FREE.

We'll meet at the Downtown Rowlett DART Station at 9:30 AM, on March 25th and the train will leave around 9:45 AM.

To Register call: 972-412-6170

Or go online: [rowlett.com/seniors](http://rowlett.com/seniors)

Councilmember Reaves introduced the Featured Pet, Rosemary, a sweet 60month old Great Pyrenees/Anatolian Shepherd mix. This adorable 30-pound girl loves cuddles and has the gentlest, loving personality. Rosemary will bring warmth and happiness into everyday life and her playful energy, curious spirit, and loyal companionship. If you're looking for a fluffy best friend who enjoys affection and adventure, Rosemary might be the perfect addition to your family. To adopt Rosemary, or one of her companions, come by the Animal Shelter at 4402 Industrial Street from 10 am to 5 pm, Tuesday through Saturday.

Councilmember J. Bowers III congratulated City Secretary, Deborah Sorensen, for today being the 18<sup>th</sup> year anniversary of being a City Secretary.

### **3. CITIZENS INPUT**

1. Darrell Test, Rowlett – Spoke regarding vehicles parked the wrong side of the street in his neighborhood and a 65 foot dead tree behind his house that he is afraid is about to collapse as well as large down tree branches.
2. Tony Hinshaw, Rowlett – Spoke regarding the death of Colin Joelson and the four (4) inch gap on Lakeview Parkway. The City of Rowlett is responsible for his death. Fix the road and put up warning signs of the gap.
3. Denise Eljoohi, Rowlett – Spoke regarding her right to speak at City Council meetings per the Open Meetings Act. She also spoke about her neighbor's accessory building.
4. Hasan Eljoohi, Rowlett – Spoke regarding his neighbor's accessory building and neighbor harassment.
5. Dan Houpt, Rowlett – Spoke against agenda item 5B, tree removal permit request. Can the City consider raising the tree mitigation fee so that developers will keep more trees? Inquired as to how much money is in the Reforestation Fund and what can it be used for.
6. Michael Zollicoffer, Rowlett – Spoke regarding his businesses on the second floor of the Kayak building, a music studio and yoga. Upset about the Miller Road reconstruction taking longer than originally stated. This is affecting his business.

### **4. CONSENT AGENDA**

Agenda item 4C was removed from the Consent Agenda to be considered individually.

#### **4A. Consider action approving the minutes.**

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

**This item was approved on the Consent Agenda.**

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

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

**This item was approved on the Consent Agenda as RES-26-03-13R.**

**A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember J. Bowers III, to approve all the preceding items marked as having been approved on the Consent Agenda. Motion passed 7-0.**

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

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

David Leibowitz, IT Director, presented this item. The City's reliance on spreadsheets for Project Management and manual reconciliation between Engineering and Finance departments creates significant inefficiencies in project execution and financial transparency. Mr. Leibowitz stated that he compiled list of prioritized requirements, cross referenced requirements against Top PMIS Municipality Vendors and selected four candidates for demonstration sessions. Selection criteria required integration with Munis and ESRI (GIS Mapping). OpenGov emerged as the leading solution due to its proven integration with city systems, functionality, user experience and alignment with our requirements. Over 2,100 public sector agencies utilize OpenGov Suite of Applications. He reviewed the key benefits of OpenGov. The average implementation will be completed in five phases in a six-month period. This software will help track projects and will have a public dashboard. Staff recommend approval of the purchase of OpenGov Capital & Project Management Application. This is three (3) year contract for a total of \$322,387.15.

Deputy Mayor Pro Tem Britton stated that currently, the Project Manager does not have a way to go to one location to get an update. They have to go to various spreadsheets and manually manipulate the information. This software will provide a dashboard that will have all the information in one location. Councilmember J. Bowers III stated he appreciates all the work done to get this software. Mayor Winget confirmed that this software will integrate with Munis. Mayor Pro Tem Schupp stated that there will be a citizen visibility with this software program. Councilmember Gibbs asked how long it will take for the public to be able to access the dashboard. Mr. Leibowitz stated five (5) to seven (7) months.

**A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember J. Bowers III, to approve the resolution authorizing the purchase of OpenGov Capital Budget & Project Management software. Motion passed 7-0.**

## 5. INDIVIDUAL CONSIDERATION

- 5A. Conduct a public hearing on a request to amend the zoning for an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225, and the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas, and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, from Planned Development District with base zoning of General Commercial/Retail (PD-C-2) to Planned Development District with base zoning of modified General Commercial/Retail to allow an outdoor storage use and to amend the development regulations for the planned development district relating to screening, building orientation, setbacks, and landscaping requirements.

Lilyana Morejon, Planner II, presented this item. This item is to conduct a public hearing to amend an existing Planned Development (PD) district and associated development conditions to allow the construction of a heavy vehicle service repair shop with outdoor storage. Staff originally noticed this public hearing for April 7, 2026, and subsequently re-noticed it to be heard tonight. Due to this, the public hearing may be opened today; however, it must be continued to April 7, 2026, and final action on this item may only occur at that time. Subject property is 1.47 acres within a 7.7-acre tract zoned Planned Development (PD) - General Commercial/Retail (C-2). Prior to 2024, the subject property was zoned General Manufacturing (M-2). Development on this site has never been realized. The proposed heavy vehicle service and repair shop is also a permitted use. Additional uses allowed under the current PD include all uses permitted within the C-2 and M-2 zoning districts. Including restaurants with or without drive-through service, and mini warehouse/self-storage. Outdoor storage is not permitted within this PD. Ms. Morejon reviewed the Concept Plan which reflects a 16,964 sq. ft. building with a single and a double bay door located towards the inside of the property within the outdoor storage area. Outdoor storage is located to the rear of the property and covers approximately 9,147 sq. ft. The area includes 44 tandem parking spaces, and 14 additional staff parking spaces along the southeast property boundary. The applicant is required to provide 16 parking spaces (4 spaces per bay) and is providing 19 public parking spaces. The public parking is located on the west side of the property.

Rowlett Development Code Section 77-303B allows outdoor storage by Special Use Permit (SUP). The applicant is requesting to allow outdoor storage outright as part of the PD conditions. The justification, necessary as part of Caliber Collision's business operations. The applicant is requesting to reorient the building so that it no longer fronts Main Street and instead faces the northwest side of the property. The applicant stated that this change in orientation is necessary to accommodate the proposed use. The applicant is proposing to have 10-foot ROW landscape buffer, 3-foot compatibility buffer along the rear property line, and 4-foot compatibility buffer along the northwest side property line. According to the applicant, the modifications are needed to maintain required access accommodate site improvements and allow for reasonable landscaping on the site. The applicant stated that site limitations prevent compliance with the ROW landscape buffer tree-planting requirement. The Rowlett Development Code requires a minimum 10-foot separation between parking and buildings. The applicant proposes a 5-foot minimum separation between parking and the building due to the driveway location and drive aisle constraints. Maintaining the full 10-foot separation would reduce the required dimensions for drive aisle width and limit ease of access to the ADA parking space on site. A heavy vehicle service and repair shop is not consistent with the intent of the Comprehensive Plan's future land use designation for this property. No responses were received from the Public Notification mailed. The Planning & Zoning

Commission recommended approval, with the condition that the request to reduce the minimum separation between parking areas and buildings from 10 feet to 5 feet be denied.

Carlos Swanson, the applicant, gave a presentation. The operational information was reviewed. The hours of operation are Monday through Friday from 7:30 am to 5:30 pm. They will have 15 to 20 employees and will have approximately 8 to 10 customers a day. 2 to 3 cars will be dropped off/pickup a day. All work is performed inside an insulated interior. 95% of activities are quiet. The storage yard will have later model cars with minor damage, no totaled cars or almost totaled cars. They are also asking for cars to be allowed to be stored for up to 30 days. This will be a rare occurrence, usually if a part is on back order. The applicant showed pictures of the surrounding area with storage and how this property would look. Caliber Collision is a reputable national company.

Mayor Winget asked about the capability buffer along Main Street. He wants to see more trees and less shrubs. Right now, there are shrubs with light trees. Councilmember Reaves asked the average length of the company remaining where they are. Mr. Swanson stated they are negotiating a 20-to-25-year lease agreement. Mayor Pro Tem Schupp asked about annual revenue expected. Mr. Swanson did not know at this time but would have the information by the next meeting. Councilmember Gibbs asked about fluid leaks. There is no storm drainage at the location, just bar ditches which fluids would drain into the lake. Mr. Swanson stated that these are minor fender benders and they would take steps to prevent that from happening. He added that the vehicles will be out of sight behind an eight (8) foot fence. Mayor Winget clarified that the applicant is asking for the up to 7 days of storage to be changed to up to 30 days of storage. He also confirmed that this PD would overwrite the SUP requirement for outdoor storage. Councilmember J. Bowers III asked about the body shop next door to the location. Mr. Swanson stated they will be a different client. Mayor Winget suggested removing four (4) parking spaces to shift the building to move off of Main Street a little bit more. He wants to see trees rather than shrubs along Main Street. Mr. Swanson stated they would look at everything prior to the next meeting.

**Mayor Winget opened the public hearing at 8:29 pm.**

Dan Houpt, Rowlett – spoke against the request. The applicant is relying on tow truck drivers to control fluids from the vehicles on the property. These will end up in the lake. There are already 20 body shops in Rowlett.

**Mayor Winget continued the public hearing to April 7, 2026.**

- 5B.** Consider action to adopt a resolution approving and granting a Tree Removal Permit for an approximately 1.801 acre tract of land situated in the William Crabtree Survey, Abstract 347, City of Rowlett, Dallas County, Texas and being more commonly known as 4310 Main Street and 4311 Kirby Street for the removal of 18 protected trees totaling 328 protected caliper inches and requiring, in addition to replanting of 13 trees totaling 39 caliper inches, a contribution to the tree mitigation fund to satisfy the full mitigation requirement in the amount of \$4,401.79.

Lilyana Morejon, Planner II, presented this item. This request is for approval of a Tree Removal Permit to allow the construction of 61 multifamily residential units with 2,307 square feet of ground retail space and the infrastructure necessary to support the development. Property is zoned Form Based Urban Village (FB-UV) District and located at 4310 Main St & 4311 Kirby St (South of Main

and West of Centennial). July 15, 2025, the City Council approved a SUP for the development of this mixed-use project that consists of 61 multifamily residential units and 2,307 sq. ft. of ground retail space. December 23, 2025, staff approved the Site Development Plan. There are 46 total trees on site. 23 trees are Protected Trees (Elm and Pecan). 18 Protected Trees are proposed for removal. 5 trees are to be preserved. The applicant proposes to plant 13 trees on-site, totaling 39 caliper inches, to count toward mitigation. These trees will be planted in addition to the 27 canopy trees approved per the landscape plan, resulting in a combined total of 40 trees on the site plus 8 additional ornamental trees. The required contribution to Reforestation Fund: \$121.67 x 37 caliper inches = \$4,501.79. The Planning & Zoning Commission voted 4-3 to recommend approval.

Councilmember Reaves asked which trees were being removed and wants the developer to try to save trees when can. Mayor Winget stated they are using most of the site for the building and parking. He asked how many parking spaces were required. Ms. Morejon stated they barely met the parking requirements. Mayor Winget asked if the applicant was present, they were not. Deputy Mayor Pro Tem Britton stated that it is hard to make a decision when the applicant is not present.

**A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember E. Bowers, to approve as presented. Councilmember Gibbs stated he voted no for this whole complex, so he will be voting no for this. Motion passed 5-0, with Deputy Mayor Pro Tem Britton and Councilmember Gibbs voting against.**

**This item was approved as RES-26-03-15R.**

- 5C.** Consider action to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Dallas Area Rapid Transit ("DART") for General Mobility Program Funds.

Kristoff Bauer, Interim City Manager, presented this item. The agreement is a 6-year partnership (FY26 – FY31) distributing excess sales tax revenue back to Service Area Cities. The projected return of approximately \$4.6 million to Rowlett over the life of the agreement. The funding is strictly for "Eligible Projects" including public transit support, sidewalks, shuttles, and infrastructure. Execution deadline is April 30, 2026, to ensure FY26 funding availability. DART covenants that no other Service Area City will receive more favorable terms. If DART offers better economic or legal terms to another city, Rowlett's agreement is automatically deemed amended to include those benefits. This ensures that Rowlett remains on equal footing with all partner cities. Staff recommend approval of the Resolution authorizing the City manager to execute the Interlocal Agreement with DART for the General Mobility Program.

Mayor Winget stated he appreciates DART wanting to work with us and investing back with member cities.

**A motion was made by Councilmember J. Bowers III, seconded by Councilmember Reaves, to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement with Dallas Area Rapid Transit ("DART") for General Mobility Program Funds. Motion passed 7-0.**

**This item was approved as RES-26-02-16R.**

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

Councilmember E. Bowers requested an audit of all software in the city, to make sure everything is working properly. Mr. Bauer recommended not listing all software for security reasons. Mayor Winget seconded the request.

**6. ADJOURNMENT**

Mayor Winget adjourned the meeting at 8:50 pm.

DRAFT



**City of Rowlett  
City Council Agenda Item**

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.B.

**Title**

**Consider action to approve the purchase of meter repair and replacement services from Aqua Metric Sales Company.**

Consider action to adopt a resolution authorizing the purchase of meter repair and replacement services from Aqua Metric Sales Company, the authorized distributor for Sensus USA Inc. products in North Texas, for an amount not to exceed \$735,188.70; authorizing the Interim City Manager or his designee to negotiate and execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**


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
 <p><b>Govern Transparently &amp; Inclusivity</b></p>	<p>1.5 Maintain equitable and competitive tax rates, fees, and service charges.</p>

**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 SRII 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.

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

**Recommended Action**

Staff recommends that City Council authorize Aqua Metric Sales Company to repair or replace and install water meters for an amount not to exceed \$735,188.70.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE PURCHASE OF METER REPAIR AND REPLACEMENT SERVICES FROM AQUA METRIC SALES COMPANY, THE SOLE SOURCE PROVIDER AND AUTHORIZED DISTRIBUTOR FOR SENSUS USA INC. PRODUCTS IN NORTH TEXAS, FOR AN AMOUNT NOT TO EXCEED \$735,188.70; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City utilizes water meters manufactured by Sensus USA Inc. to measure water usage for utility billing purposes; and

**WHEREAS**, in August 2024, the City Council approved a settlement agreement under which Sensus agreed to replace meters containing a magnet component known to cause meter failures and understated measurement of water usage, following which some newly installed and existing meters were identified as continuing to experience failures in accurately measuring water usage; and

**WHEREAS**, evaluation of a sample of these meters determined that additional failures are attributable to wear and tear, maintenance-related issues, and other factors requiring further repair or replacement; and

**WHEREAS**, Aqua Metric Sales Company, the sole source provider for the meters, has provided a proposal to repair or replace and install up to 2,500 meters, including necessary components and related services, for compensation not to exceed \$735,188.70; and

**WHEREAS**, utilizing Aqua Metric’s dedicated meter installation team will expedite completion of the work, ensure proper meter functionality, and allow City staff to focus on other critical maintenance and infrastructure needs; and

**WHEREAS**, this purchase is exempt from the state law requirement of competitive bidding as a sole source procurement (Texas Local Government Code 252.022(a)(7)) and funding for the purchase is available in the Capital Improvement Program; and

**WHEREAS**, the City Council finds it to serve the health, safety, and public welfare of the citizens of Rowlett to approve the sole source repair, replacement and installation of up to 2,500 meters by Aqua Metric Sales Company, as a sole source provider;

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

**SECTION 1.** The City Council hereby authorizes the purchase of water meter repair, replacement and installation services from Aqua Metric Sales Company, the sole source provider, in an amount not to exceed \$735,188.70.

**SECTION 2.** The Interim City Manager, or his designee, is hereby authorized to negotiate and execute all necessary documents to effectuate this purchase.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**Attachments**

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

**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](mailto:drew.scranton@xylem.com) regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "Drew Scranton", with a long horizontal flourish extending to the right.

Drew Scranton  
Director of Sales Central Region  
Sensus USA, Inc

## 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, sloop 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](mailto:rma-norcal@aqua-metric.com); [rma-socal@aqua-metric.com](mailto:rma-socal@aqua-metric.com); [rma-texas@aqua-metric.com](mailto:rma-texas@aqua-metric.com); or [rma-louisiana@aqua-metric.com](mailto: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**



**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"SR11 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:

- All quotes are subject to the Aqua-Metric Terms of Sales available at [www.aqua-metric.com](http://www.aqua-metric.com)
- Quote is valid for thirty days.
- If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus orders exceeding \$80,000.00.
- Net Thirty Days to Pay.
- Returned product may be subject to a 25% restocking fee
- Sales Tax and/or Freight charges are approximated and may vary on final invoice.
- 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
<b>Total</b>	<b>444,563.70</b>



**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**

- All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties.
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$80,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee. Additional details apply.
- Sales Tax and/or Freight charges are not included.
- 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.
- Quote is for labor only.
- Pricing does not include bonding
- 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.

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.C.

**Title**

**Consider action approving the purchase of two (2) Pumper Trucks for the Fire Department.**

Consider action to adopt a resolution authorizing the purchase of two (2) Spartan 180 Fire Engines (Pumper Trucks) for the Fire Department from Metro Fire Apparatus Specialists, Inc., the authorized Spartan dealer for Texas, through a Sourcewell cooperative purchasing contract, for a total price not to exceed \$2,294,052; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.


**Staff Representative**

Chris Ensley, Interim Fire Chief

**Executive Summary**

Staff is requesting authorization to purchase two (2) Spartan 180 Pumper Trucks from Metro Fire Apparatus Specialists, Inc., the authorized Spartan dealer for Texas, through a Sourcewell cooperative purchasing contract. The purchase price is \$1,147,026 per unit, for a total price of \$2,294,052. Both units are new additions to the fleet.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Ensure a Safe Environment</b></p>	<p>2.3 Deliver exceptional first-responder coverage and response times.                      2.5 Strengthen public safety, public outreach, education, and communication</p>

**Background Information**

On October 11, 2022, the City Council approved a resolution authorizing the purchase of a Spartan 105' Tractor-Drawn Aerial Truck (Tiller) from Metro Fire Apparatus Specialists, Inc., in the amount of \$2,186,000 (RES-115-22). The apparatus was set to be delivered in February or March of 2025. At the City Council Work Session on April 14, 2025 (Item 4C.), the former Fire Chief discussed the opportunity for the sale of the Tiller Truck to align the department's apparatus with current needs. There was a consensus to sell the Tiller Truck and purchase two (2) Spartan 180 Pumper Trucks.

**Discussion**

Staff assessed the department's apparatus needs, and it was determined that a Tiller Truck no longer fits the needs of the City. The operational benefits the Tiller Truck would have provided are no longer necessary, particularly in light of its high maintenance costs. Metro Fire Apparatus Specialists, Inc. agreed to maintain possession of and resell the Tiller Truck without charging the City additional fees. They were successful in selling the Tiller Truck and have credited it toward the purchase price previously paid by the City for the two (2) Spartan Pumper Trucks. Additionally, due to these changes, the department will not be gaining an aerial apparatus.

**Financial/Budget Implications**

The purchase price of the Pumper Trucks is outlined below.

Base Price:	\$2,084,904
Make Ready Cost:	\$ 277,695
Discount:	-\$ 68,547
<b>Total Cost</b>	<b>\$2,294,052</b>
Tiller Truck Credit	-\$2,186,000
<b>Balance</b>	<b>\$ 108,052</b>

The balance will be funded as follows:

\$39,301: 2026 issuance Tax Note allocation for Fire – Durango (VERF) that has been confirmed as already replaced; and

\$68,751: Tax Note savings from Stryker Equipment portion of contract that was not eligible for debt funding (paid by General Fund)

<b>Account Number</b>	<b>Account Title</b>	<b>Budget Amount</b>	<b>Available Amount</b>	<b>Proposed Amount</b>
CE1000	FIRE VEHICLES AND EQUIP	\$8,160,602	\$985,232	\$108,052
<b>TOTAL</b>		\$8,160,602	\$985,232	\$108,052

**Recommended Action**

Move to adopt a resolution authorizing the purchase of two (2) Spartan 180 Fire Engines (Pumper Trucks) for the Fire Department from Metro Fire Apparatus Specialists, Inc., the authorized Spartan dealer for Texas, through a Sourcewell cooperative purchasing contract, for a total price not to exceed \$2,294,052; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

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

**PURCHASE OF TWO SPARTAN 180 FIRE ENGINES (PUMPER TRUCKS) FROM METRO FIRE APPARATUS SPECIALISTS, INC., UTILIZING A SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR A TOTAL PURCHASE PRICE NOT TO EXCEED \$2,294,052.00; AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, during the April 14, 2025 City Council work session, the City Council expressed informal consensus to consider an opportunity for the sale of the Spartan 105’ Tractor-Drawn Aerial Truck (Tiller Truck) and use the proceeds toward the purchase of two Spartan 180 Pumper Trucks to align with the Fire Department’s current needs; and

**WHEREAS**, in line with this decision, City staff has received a quote from Metro Fire Apparatus Specialists, Inc., utilizing a Sourcewell cooperative purchasing contract for the purchase of two (2) Spartan 180 Fire Engines (Pumper Trucks) for a total purchase price not to exceed \$2,294,052.00; and

**WHEREAS**, the City Council finds that approving this purchase serves the health, safety and general welfare of the City;

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

**SECTION 1.** The City Council approves the purchase of two (2) Spartan 180 Fire Engines (Pumper Trucks) from Metro Fire Apparatus Specialists, Inc. utilizing a Sourcewell cooperative purchasing contract, for a total purchase price not to exceed \$2,294,052.00, in accordance with the quote attached hereto and incorporated herein by this reference as **Exhibit A**, to be funded as follows: (1) \$2,186,000.00 from proceeds of the sale of the City’s Tiller Truck, (2) \$39,301.00 from 2021 issuance Tax Note allocation for Fire Department, and (3) \$68,751 from tax note savings from Stryker Equipment portion of contract that was not eligible for debt funding.

**SECTION 2.** The Interim City Manager or his designee is authorized to execute any and all necessary and related documents for the purchase authorized by this resolution.

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

**Attachments**

- 1. Exhibit A – Proposal/Quote from Metro Fire Apparatus Specialists, Inc.
- 2. Attachment 1 – Quote Detail



Remit to:  
 17350 State Hwy 249 Ste. 250  
 Houston TX 77064  
 (713) 692-0911 Phone  
 (713) 692-1591 Fax

# PROPOSAL

## Q 409396

Proposal Date: 03-09-2026

**Bill To:** ROWLETT FIRE DEPARTMENT  
 LOGISTICS DIVISION  
 4701 ROWLETT ROAD  
 ROWLETT TX 75088

**Ship To:** ROWLETT FIRE DEPARTMENT  
 LOGISTICS DIVISION  
 4701 ROWLETT ROAD  
 ROWLETT TX 75088

Ordered By	Sales Rep	Customer PO	Contract Resource
MATT ARNOLD	DAVID PETRICCA	VERBAL BR	SOURCEWELL 082025-RVG-4
Entered By	FOB	Shipping Method	Terms
DAVID PETRICCA	DESTINATION	BEST WAY	NET 30

**Notes**

801/802 ORDER FOR 800 409395  
 (2) S-180 ENGINES: 525012-01 AND 525013-01

Loc	Ord	Shp	B/O	Item	Price	Ext. Price
	2			<b>MET-APPARATUS - SPARTAN S-180</b>	\$ 1,042,452.00	\$2,084,904.00
				<b>SO# 525012-01 &amp; 525013-01</b>		
	1			<b>PRE-PAYMENT (TDA PAYMENT)</b>	(\$ 2,186,000.00)	(\$ 2,186,000.00)
	1			<b>TDA EQUIPMENT AND MAKE READY COST</b>	\$ 277,695.00	277,695.00

<b>Subtotal</b>	\$ 176,599.00
<b>Discount</b>	(\$ 68,547.00)
<b>Cost Tax</b>	\$0.00
<b>Total</b>	<b>\$108,052.00</b>



SO409396



17350 State Hwy 249 Ste. 250  
Houston TX 77064  
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# QUOTE DETAIL

#SO409396

Quoted Date: 03-09-2026

**Bill To:** ROWLETT FIRE DEPARTMENT  
LOGISTICS DIVISION  
4701 ROWLETT ROAD  
ROWLETT TX 75088

**Ship To:** ROWLETT FIRE DEPARTMENT  
LOGISTICS DIVISION  
4701 ROWLETT ROAD  
ROWLETT TX 75088

Ordered By	Sales Rep	Customer PO	Contract Resource
MATT ARNOLD	DAVID PETRICCA	VERBAL BR	SOURCEWELL 082025-RVG-4-RVG-4

Entered By	FOB	Shipping Method	Terms
DAVID PETRICCA	DESTINATION	BEST WAY	NET 30

## Notes

801/802 ORDER FOR 800 409395  
(2) S-180 ENGINES: 525012-01 AND 525013-01

Ord	Item
2	<b>MET-MR-ANTENNA IG</b> PANORAMA ANTENNA ASSEMBLY AND INSTALLATION.
100	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>PAN-GP-IN1932</b> DUAL BAND ANTENNA PACKAGE ONE EACH OF THE FOLLOWING COMPONENTS
2	<b>MET-MR-BLADE BOX IG</b> CUSTOM ALUMINUM BOX FOR SAW BLADES.
40	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-CONSOLE LARGE IG</b> CUSTOM LARGE ENGINE TUNNEL CONSOLE BUILT TO CUSTOMER SPECIFICATIONS
4	<b>CUP-JUMBO HOLDER - 1</b> TWO TIERED DUAL JUMBO LARGE CUP HOLDER - BLACK WITHOUT HOLES - EACH
220	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
4	<b>WES-1016B</b> BLUESEA 12V USB POWER OUTLET
2	<b>MET-MR-CRIBBING FLOOR IG</b> CUSTOM ALUMINUM ANGLED FLOOR FOR CRIBBING.
240	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-CROSSLAY FLAP IG</b> PRICED PER SET DESIGN DETERMINED BY CUSTOMER
4	<b>DNS-CROSSLAY</b> CUSTOM WEBBING FOR CROSSLAY
130	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS





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# Order Detail

## #SO409396

Order Date: 10/2/2025

Ord	Item
2	<b>MET-MR-FC HOOK ASSEMBLY IG</b> FIRECOM HOOK ASSEMBLY INSTALLED IN CAB FOR HEADSETS PER CUSTOMER SPECIFICATIONS.
8	<b>FIRECOM-520-0676-00</b> HANGER HOOK HEADSET BULK
8	<b>MET-MR-FC HOOK BRACKET</b> 2" X 2" ANGLE, 3/4" WIDE BEDLINED
2	<b>MET-MR-FLASHLIGHTS IG</b> INSTALL FLASHLIGHTS IN CAB PER CUSTOMER SPECIFICATIONS.
214	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>SL-44451</b> FIRE VULCAN FLASHLIGHT, LED, ORANGE, C4 W/ VEHICLE CHARGER
2	<b>MET-MR-FUEL MOUNT IG</b> 3/16" ALUMINUM CUSTOM FUEL STORAGE MOUNT
120	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-GAS METER INSTALL IG</b> INSTALL CUSOMTER SUPPLIED GAS METER IN CAB
46	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-HOSE BED FLAP IG</b> D&S VINYL HOSE BED FLAP. TO BE USED WITH ALUMINUM HOSE BED COVER.
2	<b>DNS-HOSEBED FLAP</b> CUSTOM HOSEBED FLAP MADE TO CUSTOMER SPECIFICATIONS
2	<b>MET-MR-HOUSTON MONITOR PKG IG</b> 1250 GPM HURRICANE MONITOR PKG 1250 GPM SPINNING TEETH NOZZLE 4 STACK TIPS 5" STREAM SHAPER 18" EXTENDA-GUN STD VICTAULIC INLET 3" NPT OUTLET
2	<b>TFT-M-R1250S-NJ</b> 2.5" NH MASTERSTREAM 1250S WITH HALO AUTOMATIC 150-1250 GPM @ 100 PSI
2	<b>TFT-MST-4NJ</b> 4 STACKED TIPS: 2.5" NH INLET X 1 3/8" - 1 1/2" - 1 3/4" - 2
2	<b>TFT-X823-KIT</b> PRESSURE GAUGE & BUMPER ASSY
2	<b>TFT-XF-SS5</b> STREAM SHAPER 5 2.5" NH THREADS
2	<b>TFT-XFIF-PLNJ-XS</b> HURRICANE MONITOR 1250 GPM REMOVES TILLER BAR FROM STD HURRICANE MONITOR AND INCLUDES SPECIAL SENSOR IN ELBOW HOUSTON" STYLE MONITOR
2	<b>TFT-XGB-33</b> 3" BRACKET SET - SADDLE/SADDLE
4	<b>MET-MR-KNOX BOX INSTALL IG</b> INSTALL CUSTOMER SUPPLIED KNOX BOX IN CAB
148	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-LDH HOSE RESTRAINT IG</b> SOFT SUCTION HOSE RESTRAINT INCLUDES CUSTOM POLY POST MOUNT AND HOSE WELL STRAP





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 (713) 692-1591 Fax

# Order Detail

## #SO409396

Order Date: 10/2/2025

Ord	Item
6	<b>DNS-AIRCRAFT BUCKLE ASSY</b> CUSTOM STRAPS WITH AIRCRAFT BUCKLES
40	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
80	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-MDT INSTALL IG</b> INSTALL CUSTOMER SUPPLIED MDT AND MOUNTING BRACKETS IN CAB.
100	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-MDT SLIDE IG</b> SLIDE OUT ASSEMBLY FOR MDT MOUNTED ON OFFICERS DASH BEDLINED BLACK INCLUDES SLIDES (LOCK ON LEFT)
2	<b>AUS-ADS 7650-10-LH</b> 10" HEAVY DUTY SLIDE LOCK ON LEFT - SINGLE
2	<b>AUS-AH 7600-10-1</b> 10" HEAVY DUTY SLIDE SINGLE
80	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-OPTICOM INSTALL IG</b> INSTALLATION OF CUSTOMER SUPPLIED OPTICOM
250	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
8	<b>MET-MR-PAC TRAC IG</b> PAC TRAC INSTALLED PER COMPARTMENT. INCLUDES (2) PAC-1004-PT MOUNTS AND 3M DIAMOND GRADE STRIPING
800	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
16	<b>PAC-1004-PT</b> HANDLELOK STRAP MOUNT GRIP RANGE .125" - 1.75" INCLUDES HARDWARE
16	<b>PAC-7000</b> 120" PAC TRACK MOUNTING BOARD 6063-T5 MIL FINISH
1	<b>MET-MISC-EQUIPMENT</b> (4) PAC TRAC COMPARTMENT CREDITS HAVE BEEN ADDED TO MR ORDER
2	<b>MET-MR-RADIO INSTALL IG</b> INSTALL CUSTOMER SUPPLIED RADIO. INCLUDES (1) MOT-HSN4038A EXTERNAL SPEAKER.
4	<b>MAG-MMSU-1</b> MAGNETIC MIC SINGLE UNIT CONVERSION KIT
160	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MOT-HSN4038A</b> EXTERNAL SPEAKER
2	<b>MET-MR-RESCUE TOOL MOUNT IG</b> INSTALL CUSTOMER SUPPLIED RESCUE TOOLS IN TRAY W/ CUSTOM BRACKETS.
240	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
200	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS



SO409396



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# Order Detail

## #SO409396

Order Date: 10/2/2025

Ord	Item
4	<b>ONS-81424</b> SLIDE 20-24" L X 32-40" W 100% EXT., 1000# CAPACITY INTERNAL MOUNT - ACTUAL SIZE 24.0" L X 40.0" W
2	<b>MET-MR-SAW MOUNT IG</b> INSTALLATION OF SAWS IN COMPARTMENT WITH CUSTOM BRACKETS.
200	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
40	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
120	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
1	<b>MET-MR-SETCOM LM IG</b> SETCOM LIBERATOR MAX MS-900MAX INTERCOM SYSTEM - (2) CSB-900MAX RADIO TRANSMIT (2) CSB-901MAX INTERCOM ONLY INCLUDES INSTALLATION
150	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>SET-CSB-900MAX-KIT</b> WIRELESS HEADSET, RADIO TRANSMIT, INCLUDES: CHARGE CABLE (20-1027) AND HANGER HOOK (14-7014)
2	<b>SET-CSB-901MAX-KIT</b> WIRELESS HEADSET, FIRE INTERCOM ONLY, INCLUDES: CHARGE CABLE (20-1027) AND HANGER HOOK (14-7014)
1	<b>SET-MS-900MAX</b> LIBERATOR MAX MASTER STATION
1	<b>SET-RC-18MU4K</b> RADIO CABLE FOR APX/XTL SERIES
2	<b>MET-MR-TRAFFIC CONE HOLDER IG</b> CUSTOM ALUMINUM TRAFFIC CONE HOLDER TO BE MOUNTED TO REAR TAILBOARD
100	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-SMART STORAGE FOAM IG</b> INSTALL FOAM IN SMART STORAGE DRAWER. TOOL CUT OUTS INCLUDED
120	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-TM IG</b> INSTALLATION OF CUSTOMER SUPPLIED THERMAL IMAGING CAMERA
46	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>TFT-AX1ST-NX</b> JUMBO BALL INTAKE VALVE 5" STORZ RIGID X 6" F NH SW
2	<b>MET-MR-CONSOLE SMALL IG</b> CUSTOM REAR SEAT TUNNEL CONSOLE BUILT TO CUSTOMER SPECIFICATION
4	<b>CUP-JUMBO HOLDER - 1</b> TWO TIERED DUAL JUMBO LARGE CUP HOLDER - BLACK WITHOUT HOLES - EACH
160	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
4	<b>WES-1016B</b> BLUESEA 12V USB POWER OUTLET





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# Order Detail

## #SO409396

Order Date: 10/2/2025

Ord	Item
2	<b>MET-MR-POLY STRUT MOUNT IG</b> CUSTOM POLY MOUNT FOR RESCUE STRUTS
400	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
2	<b>MET-MR-CABINET CENTER CAB IG</b> (3) CUSTOM ALUMINUM EMS MODULES - BOLTED TOGETHER & BEDLINED BLACK. INCLUDES: SHELVES - LIGHTING - NETTING - FUSE BLOCK
6	<b>DNS-NETTING</b> EMS NETTING, STRAPPING DESIGN
1,140	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
4	<b>ONS-70005</b> 18" LED LIGHT W/ 3' LEAD WIRE NIGHT AXE COMPARTMENT LIGHT
6	<b>SMC-0322-GG3-010</b> ROCKER SWITCH FOR A/C ON/OFF
40	<b>MET-MR-ASSY PARTS</b> PARTS AND MATERIALS
8	<b>SL-90345</b> CHARGER HOLDER
10	<b>SL-22050</b> DC2 DIRECT WIRE CHARGE CORD FOR ALL RECHARGEABLES
2	<b>SL-44103</b> CHARGING RACK AC/DC SMART CHARGE, VULCAN SERIES BLACK
8	<b>PAC-1042-1</b> 1.5" ADAPTER LOK (FOR DBL MALE & DBL FEMALE)
8	<b>PAC-1042-2</b> 2.5" ADAPTER LOK (FOR DBL MALE & DBL FEMALE)
6	<b>PAC-1040-5</b> STORZ LOK-5
2	<b>MET-MISC-EQUIPMENT</b> LOOSE EQUIPMENT
1	<b>NOTES</b> ORDER TOTAL: \$108,052.00



**Meeting Date:** 4/7/2026

**Agenda Item:** 4.D.

**Title**

**Consider action to approve the purchase of four (4) Mack MD6 dump trucks for the Public Works Department.**

Consider action to adopt a resolution authorizing the purchase of four (4) Mack MD6 dump trucks for the Public Works Department, from Bruckner Truck Sales, Inc., through an HGAC cooperative purchasing contract, for a total price not to exceed \$531,496.00; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.


**Staff Representative**

Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

Staff is requesting authorization to purchase four (6) Mack MD6 dump trucks for the Public Works Department from Bruckner’s Truck Sales, Inc., through an HGAC cooperative purchasing contract. The purchase of these trucks is part of the strategic plan to replace Enterprise leased vehicles with city-owned vehicles. The purpose of this item is to authorize the purchase from Bruckner’s Truck and Equipment in the amount of \$132,874.00 per vehicle, for a total price of \$531,496.00.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Promote Operational Excellence</b></p>	<p>7.1 Provide responsive, reliable, and cost-efficient public services. 7.4 Improve organizational capacity and effectiveness. 7.6 Streamline internal business processes. 7.7 Maintain a sound system of internal control.</p>

**Background Information**

On February 2, 2021, the City Council approved an agreement with Enterprise Fleet Management to lease a significant portion of the City’s fleet. This strategic direction has recently been evaluated, and a decision has been made to return to city-owned vehicles. This purchase supports that decision by replacing four Enterprise-owned vehicles.

## Discussion

The ability of all City departments to serve the citizens efficiently depends heavily on transportation with dependable, properly equipped vehicles. It is imperative that the City provide these vehicles in the most cost-effective manner possible.

In line with this imperative, a strategic, fiduciary decision has been made to return to city-owned vehicles and move away from vehicle leasing for vehicle acquisition. This purchase supports this strategic decision.

## Financial/Budget Implications

One truck will be purchased using Utility CIP vehicle replacement funding, and three will be purchased using General CIP vehicle replacement funding.

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
CO2102	W/SS Vehicle Replacements	\$1,475,966.23	\$132,874.00	\$1,343,092.23
CE1006	Enterprise Leasing Vehicle Replacements	\$2,026,323.00	\$398,622.00	\$1,627,701.00
<b>TOTAL</b>		<b>\$3,502,289.23</b>	<b>\$531,496.00</b>	<b>\$2,970,793.23</b>

## Recommended Action

Move to adopt a resolution authorizing the purchase of four (4) Mack MD6 dump trucks for the Public Works Department, from Bruckner Truck Sales, Inc., through an HGAC cooperative purchasing contract, for a total price not to exceed \$531,496.00; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE OF FOUR MACK MD6 DUMP TRUCKS FROM BRUCKNER TRUCK SALES, INC. UTILIZING A HOUSTON GALVESTON AREA COUNCIL (HGAC) CONTRACT FOR A PURCHASE PRICE NOT TO EXCEED \$531,496.00; AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the ability of the Public Works Department to serve the citizens efficiently depends heavily on a fleet of properly equipped vehicles; and

**WHEREAS**, a strategic, fiduciary decision has been made to depart from leasing and return to purchasing such vehicles; and

**WHEREAS**, in line with this decision, City staff has received a quote from Bruckner Truck Sales, Inc., utilizing a Houston Galveston Area Council (HGAC) contract for the purchase of four Mack MD6 dump trucks at a purchase price not to exceed \$531,496.00; and

**WHEREAS**, the City Council finds that approving this purchase serves the health, safety and general welfare of the City;

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

**SECTION 1.** The City Council approves the purchase of four (4) Mack MD6 dump trucks from Bruckner Truck Sales, utilizing an HGAC contract for a purchase price not to exceed \$531,496.00, substantially in accordance with the price quote attached hereto and incorporated herein by this reference as **Exhibit “A.”**

**SECTION 2.** The Interim City Manager or his designee is authorized to execute any and all necessary and related documents for the purchase authorized by this resolution.

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

**Attachments**

- 1. Exhibit A - Price Quote of Purchase of Four Dump Trucks Bruckner Truck Sales HGAC



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

HT06-20

Date Prepared:

1/12/2025

**This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.**

Buying Agency:	City of Rowlett	Contractor:	Bruckner Truck Sales
Contact Person:	Brett Heslet	Prepared By:	Bob Davie
Phone:	214-733-4035	Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:	bheslet@rowlett.com	Email:	bob.davie@brucknertruck.com

Product Code:	12	Description:	ANT42R
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 43945

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Trans Synd	1850	12K Front Axle	2800
3000RDS	11000	21K Rear axle	6800
Traction Diff	3900	Wheelbase 151	3500
Allison Transmission Cooler	3200	Double Reduction Rear Axle	4200
Lube Rear axle	3100	11.811 x 3.54 x .437	2200
PTO Control and Switch	1250	21K Multileaf	4010
50 gallon alum fuel Tank	1900	Allison Voc Package	3500
Battery Disconnect	1865	Warren Dump	16780
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	71855

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Warren Dump upgrade to K&H	13425		
MD7 model	-3800		
6.7 Engine 300HP	6449		
		<b>Subtotal C:</b>	16074

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 14%

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
		<b>Subtotal D:</b>	0

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** 131874

Quantity Ordered:	4	X Subtotal of A + B + C + D:	131874	=	Subtotal E:	527496
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**F. H-GAC Fee Calculation (From Current Fee Tables)** Subtotal F: 4000

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	0

**Delivery Date:** **H. Total Purchase Price (E+F+G):** 531496

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.E.

**Title**

**Consider action to approve the purchase of eight (8) Chevrolet Equinox for the Police Department.**

Consider action to adopt a resolution authorizing the purchase of eight (8) Chevrolet Equinox sport utility vehicles for the Police Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$262,267.92; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.


**Staff Representative**

Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

Staff is requesting authorization to purchase eight (8) Chevrolet Equinox sport utility vehicles for the Police Department from Lake Country Chevrolet, through a TIPS cooperative purchasing contract. The purchase of these vehicles is part of the strategic plan to replace Enterprise-leased vehicles with city-owned vehicles. The purpose of this item is to authorize the purchase from Lake Country Chevrolet in the amount of \$32,783.49 per vehicle, for a total price of \$262,267.92.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Promote Operational Excellence</b></p>	<p>7.1 Provide responsive, reliable, and cost-efficient public services. 7.4 Improve organizational capacity and effectiveness. 7.6 Streamline internal business processes. 7.7 Maintain a sound system of internal control.</p>

**Background Information**

On February 2, 2021, the City Council approved an agreement with Enterprise Fleet Management to lease a significant portion of the City’s fleet. This strategic direction has recently been evaluated, and a decision has been made to return to city-owned vehicles. This purchase supports that decision by replacing four Enterprise-owned vehicles.

**Discussion**

The ability of all City departments to serve the citizens efficiently depends heavily on transportation with dependable, properly equipped vehicles. It is imperative that the City provide these vehicles in the most cost-effective manner possible. In line with this imperative, a strategic, fiduciary decision has been made to return to city-owned vehicles and move away from vehicle leasing for vehicle acquisition. This purchase supports this strategic decision.

**Financial/Budget Implications**

All eight vehicles will be purchased using General CIP vehicle replacement funding.

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
CE1006	Enterprise Leasing Vehicle Replacements	\$1,627,701.00	\$262,267.92	\$1,365,433.08
<b>TOTAL</b>		\$1,627,701.00	\$262,267.92	\$1,365,433.08

**Recommended Action**

Move to adopt a resolution authorizing the purchase of eight (8) Chevrolet Equinox sport utility vehicles for the Police Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$262,267.92; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE OF EIGHT (8) CHEVROLET EQUINOX SPORT UTILITY VEHICLES FROM LAKE COUNTRY CHEVROLET UTILIZING COOPERATIVE PURCHASING THROUGH THE INTERLOCAL PURCHASING SYSTEM (“TIPS”) FOR A PURCHASE PRICE NOT TO EXCEED \$262,267.92; AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the ability of the Police Department to serve the citizens efficiently depends heavily on a fleet of properly equipped vehicles; and

**WHEREAS**, a strategic, fiduciary decision has been made to depart from leasing and return to purchasing such vehicles; and

**WHEREAS**, in line with this decision, City staff has received a quote from Lake Country Chevrolet, utilizing a TIPS cooperative purchasing contract, for the purchase of eight (8) Chevrolet Equinox sport utility vehicles for a purchase price not to exceed \$262,267.92; and

**WHEREAS**, the City Council finds that approving this purchase serves the health, safety and general welfare of the City;

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

**SECTION 1.** The City Council approves the purchase of eight (8) Chevrolet Equinox sport utility vehicles from Lake Country Chevrolet utilizing a cooperative purchasing contract through The Interlocal Purchasing System (“TIPS”) for a purchase price not to exceed \$262,267.92, substantially in accordance with the price quote attached hereto and incorporated herein by this reference as **Exhibit “A.”**

**SECTION 2.** The Interim City Manager or his designee is authorized to execute any and all necessary and related documents for the purchase authorized by this resolution.

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

**Attachments**

1. Exhibit A - Price Quote of Purchase for Eight Chevrolet Equinox from Lake Country Chevrolet TIPS



**PRODUCT PRICING SUMMARY**

240901 TIPS USA TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF ROWLETT

Prepared by: RICK BROWN

Contact: DAVID CATES

Phone: 409.659.1555

Email: [dcates@rowlett.com](mailto:dcates@rowlett.com)

Email: [RBROWN.SILSBEEFLEET@GMAIL](mailto:RBROWN.SILSBEEFLEET@GMAIL)

Product Description: CHEVROLET EQUINOX

Date: March 11, 2026

A. Bid Item: 1XP26 A. Base Price: \$ **28,472.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET EQUINOX LT	\$ -		EXTERIOR - WHITE	
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR - MED ASH	
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
	CHEVROLET SAFETY ASSIST	\$ -			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ **(50.00)**

**C. Unpublished Options [not to exceed 25%]**

\$= 13.7 %

Description	Bid Price	Options	Bid Price
SO GRILL LEDS R/B X2	\$ 278.82	LGL WINDOW TINT	\$ 249.00
SO WINDSHEILD LEDS R/B W/ SHROUD X2	\$ 287.07		
SO REAR WINDOW LEDS R/B W/ SHROUD X2	\$ 287.07		
REAR LICENSE PLATE LEDS	\$ 261.54		
SPEAKER	\$ 221.79		
HAND HELD SIREN	\$ 402.20		
EQ SERVICES / FREIGHT / SHOP SUPPLIES	\$ 1,920.00		

Total of C. Unpublished Options: \$ **3,907.49**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 227 \$ **454.00**

H. Subtotal: \$ **32,783.49**

I. Quantity Ordered 8 x H = \$ **262,267.92**

J. Trade in: \_\_\_\_\_ \$ -

K. Total Purchase Price \$ **262,267.92**

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.F.

**Title**

**Consider action to approve the purchase of two (2) Chevrolet Silverado 2500 for the Public Works Department.**

Consider action to adopt a resolution authorizing the purchase of two (2) Chevrolet Silverado 2500 service body trucks for the Public Works Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$121,230.84; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.


**Staff Representative**

Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

Staff is requesting authorization to purchase eight (2) Chevrolet Silverado 2500 service body trucks for the Public works Department from Lake Country Chevrolet, through a TIPS cooperative purchasing contract. The purchase of these vehicles is part of the strategic plan to replace Enterprise-leased vehicles with city-owned vehicles. The purpose of this item is to authorize the purchase from Lake Country Chevrolet in the amount of \$60,615.42 per vehicle, for a total price of \$121,230.84.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Promote Operational Excellence</b></p>	<p>7.1 Provide responsive, reliable, and cost-efficient public services. 7.4 Improve organizational capacity and effectiveness. 7.6 Streamline internal business processes. 7.7 Maintain a sound system of internal control.</p>

**Background Information**

On February 2, 2021, the City Council approved an agreement with Enterprise Fleet Management to lease a significant portion of the City’s fleet. This strategic direction has recently been evaluated, and a decision has been made to return to city-owned vehicles. This purchase supports that decision by replacing four Enterprise-owned vehicles.

## Discussion

The ability of all City departments to serve the citizens efficiently depends heavily on transportation with dependable, properly equipped vehicles. It is imperative that the City provide these vehicles in the most cost-effective manner possible.

In line with this imperative, a strategic, fiduciary decision has been made to return to city-owned vehicles and move away from vehicle leasing for vehicle acquisition. This purchase supports this strategic decision.

## Financial/Budget Implications

One truck will be purchased using General CIP vehicle replacement funding, and the other using Utility CIP vehicle replacement funding.

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
CO2102	W/SS Vehicle Replacements	\$1,343,092.23	\$60,615.42	\$1,282,476.81
CE1006	Enterprise Leasing Vehicle Replacements	\$1,365,433.08	\$60,615.42	\$1,304,817.66
<b>TOTAL</b>		<b>\$2,708,525.31</b>	<b>\$121,230.84</b>	<b>\$2,587,294.47</b>

## Recommended Action

Move to adopt a resolution authorizing the purchase of two (2) two (2) Chevrolet Silverado 2500 service body trucks for the Public works Department, from Lake Country Chevrolet, through a TIPS cooperative purchasing contract, for a total price not to exceed \$121,230.84; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE OF TWO (2) CHEVROLET SILVERADO 2500 SERVICE BODY TRUCKS FROM LAKE COUNTRY CHEVROLET UTILIZING COOPERATIVE PURCHASING THROUGH THE INTERLOCAL PURCHASING SYSTEM (“TIPS”) FOR A PURCHASE PRICE NOT TO EXCEED \$121,230.84; AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the ability of the Public Works Department to serve the citizens efficiently depends heavily on a fleet of properly equipped vehicles; and

**WHEREAS**, a strategic, fiduciary decision has been made to depart from leasing and

return to purchasing such vehicles; and

**WHEREAS**, in line with this decision, City staff has received a quote from Lake Country Chevrolet, utilizing a TIPS cooperative purchasing contract, for the purchase of two (2) Chevrolet Silverado 2500 service body trucks for a purchase price not to exceed \$121,230.84; and

**WHEREAS**, the City Council finds that approving this purchase serves the health, safety and general welfare of the City;

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

**SECTION 1.** The City Council approves the purchase of two (2) Chevrolet Silverado 2500 service body trucks from Lake Country Chevrolet utilizing a cooperative purchasing contract through The Interlocal Purchasing System (“TIPS”) for a purchase price not to exceed \$121,230.84, substantially in accordance with the price quote attached hereto and incorporated herein by this reference as **Exhibit “A.”**

**SECTION 2.** The Interim City Manager or his designee is authorized to execute any and all necessary and related documents for the purchase authorized by this resolution.

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

**Attachments**

1. Exhibit A – Price Quote for the Purchase of Two Silverado 2500 Lake Country Chevrolet TIPS



**PRODUCT PRICING SUMMARY**  
**TIPS USA 240901 TRANSPORTATION VEHICLES**  
**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** CITY OF ROWLETT **Prepared by:** RICK BROWN  
**Contact:** DAVID CATES **Phone:** 409.659.1555  
**Email:** dcates@rowlett.com **Email:** RBROWN.SILSBEEFLEET@GMAIL.COM  
**Product Description:** SILVERADO 2500 CREW CAB **Date:** March 17, 2026

**A. Bid Item:** CC20943 **A. Base Price:** \$ 47,101.00

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2024 SILVERADO 2500 CREW CAB	\$ -		EXTERIOR - WHITE	
L8T	6.6L V8 GAS	\$ -		INTERIOR - BLACK VINYL	
	LWB / 8' BED	\$ -			
JL1	TRAILER BRAKE CONTROLLER	\$ 275.00		4X4 UPGRADE	\$ 3,695.00
PCV	WT CONV PACKAGE	\$ 1,010.00			
QXT	AT TIRES	\$ 200.00			
SFW	BACKUP ALARM	\$ 50.00			
VYU	CAMPER PACKAGE	\$ 300.00			
9L7	UPFITTER SWITCHES	\$ 150.00			
<b>Total of B. Published Options:</b>					<b>\$ 5,680.00</b>

**Published Option Discount (5%)** \$ (284.00)

**C.**

Description		Options	Bid Price
READING STANDARD SERVICE BODY	\$ 10,285.00		
SO NROADS MINI LIGHTBAR BAW	\$ 606.54		
SO MPOWER LEDS GRILL X2	\$ 293.80		
SO MPOWER LEDS GRILL BRACKET X2	\$ 17.28		
SO MPOWER LEDS BAW REAR X2	\$ 293.80		
EQ SERVICES / FREIGHT / SHOP SUPPLIES	\$ 1,230.00		
<b>Total of C. Unpublished Options:</b>			<b>\$ 12,726.42</b>

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

**E. Lot Insurance (for in-stock and/or equipped vehicles):** \$ -

**F. Contract Price Adjustment:** FLEET DISCOUNT - \$ (4,608.00)

**G. Additional Delivery Charge:**

**H. Subtotal:** \$ 60,615.42

**I. Quantity Ordered** 2 x H = \$ 121,230.84

**J. Trade in:**  \$ -

**K. Total Purchase Price** \$ 121,230.84

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.G.

**Title**

**Consider action to approve and ratify an emergency construction equipment rental agreement for bypass pumps.**

Consider action to adopt a resolution approving and ratifying an emergency construction equipment rental agreement with Bartholow Rental Inc., for the Liberty Grove Sewer Line Replacement (Emergency Purchase) for bypass pumps, in the amount not to exceed \$133,720.00; authorizing and ratifying the execution thereof by the City Manager and/or the Interim City Manager; and providing an effective date.


**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering

**Executive Summary**

The purpose of this item is to approve and ratify a construction services contract with Bartholow Rental Inc., for the construction of the Liberty Grove Sewer Line Replacement (Emergency Purchase). The item will authorize payment to Bartholow Rental Inc., in the amount of \$133,720.00 for rental equipment for the bypass of wastewater on the Liberty Grove Road sewer line repair project, as required.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.8 Provide a high-quality wastewater collection system.</p>

**Background Information**

On June 4, 2025, the 24” gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. We do not have bypass equipment, so rentals were secured through a bid process for the emergency services. Bartholow Rental Inc. was the responsive vendor and provided a quote to provide the necessary equipment.

**Discussion**

The existing 24” gravity sanitary sewer main parallel to Liberty Grove, starting at the

Princeton Road Intersection to Muddy Creek failed. The immediate concern is providing continual collection of upstream wastewater through bypass pumps.

As outlined in the attached contract, Bartholow Rental Inc. work includes the rental of bypass pumps to move wastewater to a downstream manhole and by-pass the construction area. Due to the emergency nature of this situation, to protect the life, health and safety of our residents, work commenced on this project on June 26, 2025, and was completed in November 2025.

The sanitary sewer bypass line is needed from Princeton Road to a manhole approximately 5,300 feet downstream on Liberty Grove to remove flows from the damaged sanitary sewer main. The bypass line will need to remain in place for the duration of the project. Additional equipment was also required to access the waterline break. These tasks are being done by other vendors and are not included within the scope of services for Bartholow Rental, Inc.

**Financial/Budget Implications**

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
SS2154	30" SS Liberty Grove Rd Replacement	\$749,590.17	\$133,720.00	\$615,870.17
<b>TOTAL</b>		\$749,590.17	\$133,720.00	\$615,870.17

**Recommended Action**

Move to adopt a resolution approving and ratifying an emergency construction agreement with Bartholow Rental Inc., for the Liberty Grove Sewer Line Replacement (Emergency Purchase), in the amount not to exceed \$133,720.00; authorize the Mayor to execute the agreement for said services; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN EMERGENCY CONSTRUCTION EQUIPMENT RENTAL AGREEMENT WITH BARTHOLOW RENTAL, INC. FOR RENTAL OF BYPASS PUMPS FOR THE LIBERTY GROVE SEWER LINE REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$133,720.00; AUTHORIZING AND RATIFYING THE EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER AND/OR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 4, 2025, the City experienced collapse of the 24” gravity sanitary sewer main located at Liberty Grove Road, which breaks pose a public health and safety hazard; and

**WHEREAS**, necessary repairs and/or replacements are underway on the sewer line during which an urgent need arose for a sanitary sewer bypass and bypass pumps from Princeton Road to a manhole approximately 5300 feet downstream on Liberty Grove to remove flows

from the damaged sanitary sewer main; and

**WHEREAS**, the immediate procurement of rental of the bypass pumps was necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) to repair unforeseen damage to public property and pursuant to Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement shall be exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the execution by the City Manager and/or the Interim City Manager of an Emergency Construction Equipment Rental Agreement with Bartholow Rental, Inc. for rental of bypass pumps for a price not to exceed \$133,720.00;

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

**SECTION 1:** An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate repair and/or replacement of the gravity sanitary sewer line along Liberty Grove Road and specifically the procurement of bypass pumps needed for the repair project.

**SECTION 2:** The City Manager's and/or the Interim City Manager’s execution of the Emergency Construction Equipment Rental Agreement with Bartholow Rental, Inc., for an amount not to exceed \$133,720.00, in substantially the form attached hereto and incorporated herein by this reference as **Exhibit “A,”** is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute such other necessary and related documents as may be necessary for completion of this emergency construction project.

**SECTION 3:** This resolution shall become effective immediately upon its passage.

**Attachments**

1. Exhibit A - Rental Agreement for Barco Pump

**24" Emergency Bypass**

**City of Rowlett, TX**

**Bypass Pumping Proposal**

**Original Bypass, Pipe Extensions and New Bypass Pumping System**

**BARCO PUMP  
TURNKEY SOLUTIONS**

**940 Hensley Ln, Wylie, TX 75098**

**BARCO PUMP**

**July 8, 2025**

## Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75098

Re: 24" Emergency Bypass

Barco Pump is pleased to offer the following quote for your bypass pumping project. We are basing our proposal on customer information. In this proposal we have provided an equipment breakdown and rental pricing, mobilization, and demobilization for the scopes listed.

This proposal is based on the info provided; however, we can gladly tailor the size of the bypass to your request. The systems include but are not limited to diesel driven bypass pumps. The attached proposal will outline the size of pumps, standby units, and any other special conditions for this project.

Barco Pump is proud to offer our customers Gorman Rupp® and Cornell® pumping products. We also take pride in supplying you with the best engineered solution, service, and equipment available on the market.

Attached to this quote you will find:

- Pump Curves
- Pump Specification Sheets

Barco Pump proudly supplies an extensive rental fleet of over 500 pumps to meet all your needs, including diesel centrifugal, electric centrifugal, hydraulic submersible, and electric submersible.

We appreciate the opportunity to quote you on this project. Please feel free to contact me if you have any questions or if we can help in any way.

Sincerely,

Kyle Carpenter

Turnkey Solutions-Estimator

214-686-5008

[kcarpenter@barcopump.com](mailto:kcarpenter@barcopump.com)

Lee Jobe

Turnkey Solutions-Div. Mgr.

214-608-8851

[ljobe@barcopump.com](mailto:ljobe@barcopump.com)

Initials: KB

## Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75098

### 24" Emergency Bypass (Original Bypass plus Additional Pipe Mobilization)

Barco will utilize (1) 8x6" "Silent" diesel pump for bypass and (1) 8x6" "Silent" diesel pump for backup. Each pump will utilize 8" kannaline hose for suction, 8" high pressure rigid flex hose for discharge to a common manifold. Included in the pricing is (1) 15-30" pipe plug with (1) lift/fill line. Approximately 1,600' +/- of discharge piping. Customer to install, secure and inflate the pipe plug.

Weekly Rental*-	\$6,432.00
Monthly Rental*-	\$13,400.00
Mobilization**-	\$6,500.00
Demobilization**-	\$5,000.00
 Bypass Operation***-	 \$1,650.00 (per day) (optional)

\*Includes all suction & discharge piping, pumps, and valves needed for above quoted for given bypass.

\*\*Includes freight, fusion, and installation/removal of system.

\*\*\*Includes an on-site Barco Pump representative to man and operate the pump system 24/7. Pricing based on a 24-hour period.

### June 9, 2025, Change Order discharge Pipe Extension (Extended to the Current Discharge Location)

Barco will extend the existing discharge piping system by 800' +/- of 18" DR 26 HDPE.

Change Order Mobilization	\$3,500.00
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Initials: *BMB*

## Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75098

### 24" Emergency Bypass-EXTENDED BY 2,120'

Barco will extend the existing discharge piping system by 2,120' of 18" DR 26 HDPE. The rental pricing is for only the added pipe. The mobilization is for only the added pipe with Barco Pump bringing in our own sky track and mini excavator to install and run the additional pipe. **NOTE: THE DEMOBILIZATION SHOWN BELOW IS THE NEW PRICE FOR DEMOBILIZING THE ENTIRE BYPASS SYSTEM. THE ORIGINALLY QUOTED DEMOBILIZATION HAS BEEN INCLUDED IN THIS PRICE.**

Weekly Rental*-	\$1,908.00
Monthly Rental*-	\$4,240.00
Mobilization**-	\$14,726.00
Demobilization**-	\$14,034.00

\*Includes all suction & discharge piping, pumps, and valves needed for above quoted for given bypass.

\*\*Includes freight, fusion, and installation/removal of system along with the necessary equipment to install and remove the bypass system.

### Additional Bypass Pumping System

Barco will utilize (1) 8x6" diesel pump for bypass and (1) 8x6" diesel pump for backup. Each pump will utilize 8" kannaline hose for suction, 8" high pressure rigid flex hose for discharge to a common manifold. The pumps will be set at the new manhole install by Circle H, which is slightly downstream from our current discharge point on the current bypass system. We will install a "T" on the main discharge line with a manifold and run high pressure discharge hose from these pumps and connect the new bypass system to the existing discharge line. Included in the pricing is (1) 15-30" pipe plug with (1) lift/fill line. **NOTE: IT WILL BE THE RESPONSIBILITY OF ROWLETT TO INSTALL, SECURE AND INFLATE THE PIPE PLUG.**

Weekly Rental*-	\$3,150.00
Monthly Rental*-	\$7,000.00
Mobilization**-	Included in the mobilization above.
Demobilization**-	Included in the demobilization above.

\*Includes all suction & discharge piping, pumps, and valves needed for above quoted for given bypass.

\*\*Includes freight, fusion, and installation/removal of system.

Initials: *RJA*

## Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75098

### All Pricing Combined:

Monthly Rental:	\$24,640.00
Mobilization:	\$24,726.00
Demobilization:	\$14,034.00

**NOTE: PRICING ABOVE REFERS TO THE EQUIPMENT ALREADY ONSITE PLUS THE ADDITIONAL PIPE AND PUMPS TO BE INSTALLED THIS WEEK. PRICING WILL CHANGE SHOULD THE ADDITIONAL EQUIPMENT OR SERVICES ARE REQUESTED OF BARCO PUMP.**

### Customer is responsible for the following:

- Fuel for pumps once setup has been completed.
- Provide large enough suction and discharge points. Including, but not limited to removing crowns/lids to eliminate suction and discharge interferences.
- All permits / permission for site access.
- Water for Bypass system flush and pressure tests required.
- Traffic control as required.
- Site access clearing and grading for pump and pipe placement.
- Cut & Bury of discharge piping (where necessary).
- All site tree & ground protection as well as site restoration.
- All traffic control, if applicable.
- Prior to mobilization, the contractor shall provide Barco with a copy of their COI that covers rental equipment with Barco Pump as the Loss Payee, if possessed.
- Prior to mobilization, the contractor shall provide Barco with a tax-exempt certificate that covers any service, labor or rented equipment provided to the contractor by Barco Pump, if applicable.

Initials: MTB

# BARCO PUMP

940 Hensley Lane  
Wylie, Texas 75098

## TURN KEY SOLUTIONS AGREEMENT

This Agreement is made this 8th day of July, 2025, between City of Rowlett, Texas (Customer) and Bartholow Rental Company, d/b/a Barco Pump. ("Barco Pump" or "Supplier"). The work described in Section 1 below, and attached as Exhibits hereto, shall be performed in accordance with the terms and conditions of this Agreement for the project known as: Emergency Bypass Pump Services ("Project"). Barco Pump and Customer are collectively known as ("Parties").

### RECITALS

WHEREAS, Barco Pump is a corporation that specializes in providing pumping equipment and systems to various industries;

WHEREAS, Customer desires to engage Barco Pump as an independent contractor to perform the Services (defined below) in accordance with the terms of conditions of this Agreement, and Barco Pump desires to accept such engagement.

### AGREEMENT

**SECTION 1. SCOPE OF SERVICES.** Barco Pump agrees to furnish all labor, materials, equipment required to complete its work on the Project as further described in "Exhibit 1" attached hereto ("Services"). Customer agrees to pay Barco Pump the fee ("Fee") as described in "Exhibit 1". Customer acknowledges that many of Barco Pump's services are performed on a monthly basis (twenty-eight (28) day rental cycle) and charges may be reoccurring. Further, any amount of days past the twenty-eight (28) day rental cycle will result in an additional month's rent at the agreed upon rate as found in "Exhibit 1". The term of this Agreement shall commence on the Delivery Date (as defined in Section 5) and the initial rental period shall begin upon final mobilization by Barco Pump of the pumping equipment, based upon the timeframe agreed upon by the Parties and shall continue, month to month, until the Project is complete, or as defined in "Exhibit 1". The Parties may agree, however, to a weekly rental rate in an amount no less than fifty percent (50%) of the monthly rental rate. Any negotiated weekly rental rate must be agreed upon in writing prior to the completion of the project.

The Parties understand that Barco Pump is engaged as an independent contractor to perform and provide the Services.

**SECTION 2. PRICE AND PAYMENT.** Customer agrees to pay Barco Pump for the performance of its work according to the terms and conditions herein. Further, Contractor shall make all payments directly to Barco Pump, on no less than a monthly basis, or as invoices come due, at its place of business located at 940 Hensley Lane, Wylie, Texas 75098. Rental fees, service fees and/or any other applicable fee or pricing are based on net thirty (30) day terms, unless otherwise stated in the customer's credit agreement or Project Proposal ("Exhibit 1").

"Default" of this Agreement shall be defined to include, but not be limited to: failure to pay invoices when they come due, and failing to perform obligations under the terms of this Agreement.

**SECTION 3. TAX.** Tax is not included in the price of any quote, and the Customer is responsible for providing a tax-exempt certificate for the Project, if applicable, prior to the start of the Project. Moreover, in the event the Project is not tax-exempt Customer shall be responsible for paying all applicable tax associated with Barco Pump's services at the Project. Further, if Barco Pump relies on a tax-exempt certificate, provided by the Customer, and it is later determined that the Project, or Barco Pump's services on the Project, are not tax-exempt, than Customer shall be liable for any tax liabilities incurred by Barco Pump in connection with the Project.

**SECTION 4. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Customer and Barco Pump and supersedes any prior written or oral representation. In the event Customer is bound by the terms of a Prime Contract with an owner, or otherwise, this Agreement shall govern the relationship between Customer and Barco Pump and shall supersede said Prime Contract as it relates to Customer and Barco Pump.

**SECTION 5. TIME.** Time is of the essence of this Agreement. The Parties shall agree on a time frame for the work to commence for the Project ("Delivery Date"), and based upon said Agreement Barco Pump shall provide Customer with scheduling information for the delivery of the pumps and other equipment. Barco Pump shall coordinate, to the best of its ability and for items within its control, its work with that of all other contractors, subcontractors, suppliers and/or materialmen.

**SECTION 6. DELAY.** Delays in work, including but not limited to setup, bypass, tear down, etc., outside the control of Barco Pump, including weather delays or those caused by Customer, its agents, or any other third party, shall be attributed to Customer, and Customer shall remain liable to Barco Pump for all rental periods, based on the twenty-eight (28) day rental cycle, as they accrue.

**SECTION 7. CHANGES IN WORK.** Customer shall make no changes in the work covered by this Agreement without written notice to Barco Pump; Barco Pump must accept and/or approve all changes in work. Notice must be given in writing, either in hand, or by certified mail, return receipt requested, or through the eSub portal. Barco Pump shall be compensated for any changes to the original Agreement based upon the terms as set forth in "Exhibit 1", or as otherwise agreed by the Parties in writing. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 8. PREP-WORK.** The Parties acknowledge that Customer is responsible for site prep and turf work required for the Project (including but not limited to: site work for placement and access; traffic control; and site remediation required for pump system). Any and all required prep-work will need to be performed before, during, and after Barco Pump performs its obligations on the Project. Consequently, Barco Pump assumes no liability for delays caused by Customer, the weather, or any other third party, in preparing the site prior to the commencement or removal of the pump systems.

**SECTION 9. INSPECTION AND PROTECTION OF WORK.** Barco Pump shall make the work accessible at all reasonable times for inspection by the Customer. Barco Pump shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Barco Pump's work and give prompt notice of any defect therein.

**SECTION 10. TERMINATION.** Barco Pump may terminate this Agreement, without cause, by giving Customer at least thirty (30) days prior written notice. Customer may terminate this Agreement, without cause, by giving Barco Pump at least thirty (30) days prior written notice, provided that Customer has paid Barco Pump for all services actually performed to that point. Upon termination of this Agreement all amounts owed to Barco Pump shall be immediately due and payable. In addition, if either party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 10 business days after written notice thereof is sent to such defaulting party, in hand, by certified mail, or through the eSub portal then the non-defaulting party may thereupon terminate this Agreement for cause by giving written notice of such termination to the defaulting party, such termination to be effective as of the date specified in such notice.

**SECTION 11. MUTUAL INDEMNIFICATION.** To the Extent authorized by applicable law, Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence

or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

**SECTION 12. INSURANCE.** Customer shall, at its expense, procure and maintain insurance on all of its operations as further described in "Exhibit 2", including adequate coverage for rented equipment where Barco Pump is named a loss payee for loss or damage to rented equipment, or be required to pay Barco Pump a loss damage waiver equal to ten percent (10%) of the monthly contract price.

**SECTION 13. DISPUTE RESOLUTION.** All claims, disputes and other matters in question between the Parties arising out of the Agreement, shall be subject first to Mediation in either Dallas or Collin County, Texas, or another venue agreed to by the Parties. If the claim or dispute cannot be resolved through Mediation then the Parties are free to pursue any available remedy at law, however, any suit shall be brought in either Dallas or Collin County, Texas.

Nonetheless, the Parties waive all rights to a Jury Trial in any civil action brought based upon a breach of this Agreement, or otherwise associated with this Agreement.

**SECTION 14. ATTORNEY'S FEES.** Customer shall be liable for all costs of collection, including attorney's fees and costs of court, arising from Customer's default or breach of this Agreement.

**SECTION 15. BARCO PUMP NOT RESPONSIBLE FOR WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by Barco Pump concerning Customer or the employees of Customer. Customer shall comply with the workers' compensation law concerning Customer and the employees of Customer, and shall provide to Barco Pump, upon request, a certificate of workers' compensation insurance.

**SECTION 16. NON-WAIVER.** The failure of either Party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**SECTION 17. NO AUTHORITY TO BIND COMPANY.** Customer has no authority to enter into contracts or agreements on behalf of Barco Pump. This agreement does not create a partnership between the parties.

**SECTION 18. DECLARATION BY CUSTOMER.** Customer declares that Customer has complied with all Federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement, including but not limited to the right of way permits and access on site.

Further, Customer declares that all necessary permits shall be in place before the Project start date.

**SECTION 19. CHOICE OF LAW.** Any questions, controversies, claims, disputes, arbitration or litigation arising from or relating to this Agreement shall be governed by the laws of the State of Texas without regard to the application of rules of conflict of law. Venue for all disputes under this Agreement shall be a court of competent located in either Dallas or Collin County, Texas.

**SECTION 20. AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the Parties.

**SECTION 21. SEPARATE RIGHT TO COUNSEL.** Both Parties acknowledge and agree that they have a separate right to counsel and have had the time and opportunity to consult with counsel of their own choosing. Customer acknowledges that it has had sufficient time to have counsel of its own choosing review this document.

**SECTION 22. HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested; or through the eSub portal to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change by certified mail, return receipt requested. Barco Pump may also provide notices by e-mail.

**SECTION 23. AUTHORITY.** The Parties hereto each represent and warrant that they have authority, actual or apparent, to enter into this Agreement.

**SECTION 24. SEVERABILITY.** In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement, which violate such statute or public policy, shall be stricken. All portions of this Agreement, which do not violate any statute or public policy, shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.


Date: 07-08-2025

Date: 7/8/25

By: Barco Pump

Customer: City of Rowlett, Texas

  
Name: Kyle Carpenter

  
Name: Kristoff Bauer

Title: TKS Estimator

Title: Deputy City Manager

### Barco Pump Checklist for TKS Projects:

1. X COI on file and current with enough sated coverage for equipment the project and Barco Pump and loss payee/ certificate Holder
2. X Tax Exempt form correctly filled out or Resaler Certificate received prior to work on site.
3. N/A Payment Bond for Project on file with Barco Pump
4. X Customers account open, in good standing, and proper credit limit available at time of work

Date: 07-08-2025

By: Barco Pump

Kyle Carpenter  
Name: Kyle Carpenter  
Title: TKS Estimator

Date: 7/8/25  
Customer: City of Roulett  
Kristoff Bauer  
Name: Kristoff Bauer  
Title: Deputy City Manager



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22500605 - 05**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BARTHOLOW RENTAL CO. INC.**  
**BARCO PUMP**  
**940 HENSLEY LANE**  
**WYLIE, TX 75098**

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
214-428-5691	469-587-7975	12500841	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/16/2025	1696	07/09/2025		WASTEWATER UTILITY

NOTES						
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE	

1	MOBILIZATION GL Account: 5328102 - 6701 E-SS2154 -BONDREV -CONSTRUCT -LABOR	1.000	LS	\$24,726.00	\$24,726.00	
2	DEMOBILIZATION GL Account: 5328101 - 6701 E-SS2154 -BONDREV -CONSTRUCT -LABOR	1.000	LS	\$14,034.00	\$14,034.00	
3	MONTHLY RENTAL RATE (QUANTITY TO BE ADJUSTED AS NEEDED)	1.000	MO	\$77,240.00	\$77,240.00	

\*NOTE: BYPASS PUMPING PROJECT TO BE PERFORMED IN ACCORDANCE WITH TERMS AND CONDITIONS OF BARCO PUMP TURN KEY SOLUTIONS AGREEMENT EXECUTED BY BOTH PARTIES, AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

24" EMERGENCY BYPASS (ORIGINAL BYPASS PLUS ADDITIONAL PIPE MOBILIZATION): BARCO WILL UTILIZE (1) 8X6" DIESEL PUMP FOR BYPASS AND (1) 8X6" "SILENT" DIESEL PUMP FOR BACKUP. EACH PUMP WILL UTILIZE 8" KANNALINE HOSE FOR SUCTION, 8" HIGH PRESSURE RIGID FLEX HOSE FOR DISCHARGE TO A COMMON MANIFOLD. INCLUDED IN THE PRICING IS (1) 15'30" PIPE PLUG WITH (1) LIFT/FILL LINE. APPROXIMATELY 1,600'+ - OF DISCHARGE PIPING. CITY TO INSTALL, SECURE AND INFLATE THE PIPE PLUG.

24" EMERGENCY BYPASS - EXTENDED BY 2,120': BARCO WILL EXTEND THE EXISTING DISCHARGE PIPING SYSTEM BY 2,120' OF 18" DR 26 HDPE. THE RENTAL PRICING IS FOR ONLY THE ADDED PIPE. THE MOBILIZATION IS FOR ONLY THE ADDED PIPE WITH BARCO PUMP BRINGING IN OWN SKY TRACK AND MINI EXCAVATOR TO INSTALL AND RUN THE ADDITIONAL PIPE.

ADDITIONAL BYPASS PUMPING SYSTEM: BARCO WILL UTILIZE (1) 8X6" DIESEL PUMP FOR BYPASS AND (1) 8X6" DIESEL PUMP FOR BACKUP. EACH PUMP WILL UTILIZE 8" KANNALINE HOSE FOR SUCTION, 8" HIGH PRESSURE RIGID FLEX HOSE FOR DISCHARGE TO A COMMON MANIFOLD.

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 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 2 of 2

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Purchase Order # **22500605 - 05**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

BARTHOLOW RENTAL CO. INC.  
 BARCO PUMP  
 940 HENSLEY LANE  
 WYLIE, TX 75098

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
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214-428-5691                      469-587-7975                      12500841

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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07/16/2025                      1696                      07/09/2025                      WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
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THE PUMPS WILL BE SET AT THE NEW MANHOLD INSTALL BY CIRCLE H, WHICH IS SLIGHTLY DOWNSTREAM FROM CURRENT DISCHARGE POINT ON THE CURRENT BYPASS SYSTEM. BARCO WILL INSTALL A "T" ON THE MAIN DISCHARGE LINE WITH A MANIFOLD AND RUN HIGH PRESSURE DISCHARGE HOSE FROM THESE PUMPS AND CONNECT THE NEW BYPASS SYSTEM TO THE EXISTING DISCHARGE LINE. INCLUDED IN THE PRICING IS (1) 15-30" PIPE PLUG WITH (1) LIFT/FILL LINE. CITY TO INSTALL, SECURE AND INFLATE THE PIPE PLUG.

GL Account: 5328102 - 6701                      \$77,240.00

4	Additional Pipe	1.000	EACH	\$12,720.00	\$12,720.00
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GL Account: 5328102 - 6701                      \$12,720.00

5	Additional Pump	1.000	EACH	\$5,000.00	\$5,000.00
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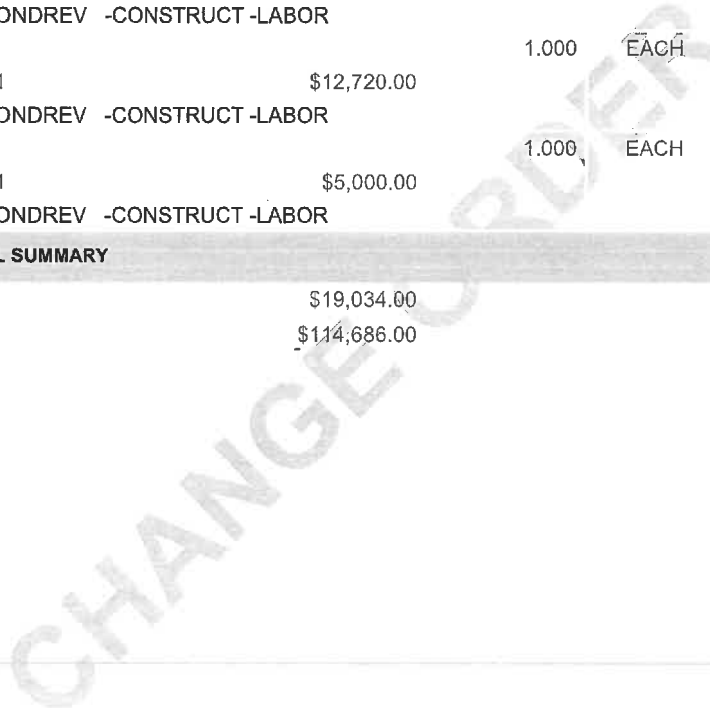
GL Account: 5328101 - 6701                      \$5,000.00

E-SS2154 -BONDREV -CONSTRUCT -LABOR

**GL SUMMARY**

5328101 - 6701                      \$19,034.00

5328102 - 6701                      \$114,686.00



ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alkhour*

Authorized Signature

Total Ext. Price                      \$133,720.00

**Purchase Order Total                      \$133,720.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 2

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Purchase Order # **22500605 - 05**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BARTHOLOW RENTAL CO. INC.**  
**BARCO PUMP**  
**940 HENSLEY LANE**  
**WYLIE, TX 75098**

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
214-428-5691	469-587-7975	12500841	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/16/2025	1696	07/09/2025		WASTEWATER UTILITY

NOTES						
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE	

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2	DEMOBILIZATION GL Account: 5328101 - 6701 E-SS2154 -BONDREV -CONSTRUCT -LABOR	1.000	LS	\$14,034.00	\$14,034.00	\$14,034.00
3	MONTHLY RENTAL RATE (QUANTITY TO BE ADJUSTED AS NEEDED)	1.000	MO	\$77,240.00	\$77,240.00	\$77,240.00

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**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 2 of 2

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Purchase Order # **22500605 - 05**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

BARTHOLOW RENTAL CO. INC.  
 BARCO PUMP  
 940 HENSLEY LANE  
 WYLIE, TX 75098

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
214-428-5691	469-587-7975	12500841	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/16/2025	1696	07/09/2025		WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	THE PUMPS WILL BE SET AT THE NEW MANHOLD INSTALL BY CIRCLE H, WHICH IS SLIGHTLY DOWNSTREAM FROM CURRENT DISCHARGE POINT ON THE CURRENT BYPASS SYSTEM. BARCO WILL INSTALL A "T" ON THE MAIN DISCHARGE LINE WITH A MANIFOLD AND RUN HIGH PRESSURE DISCHARGE HOSE FROM THESE PUMPS AND CONNECT THE NEW BYPASS SYSTEM TO THE EXISTING DISCHARGE LINE. INCLUDED IN THE PRICING IS (1) 15-30" PIPE PLUG WITH (1) LIFT/FILL LINE. CITY TO INSTALL, SECURE AND INFLATE THE PIPE PLUG.				
	GL Account: 5328102 - 6701			\$77,240.00	
4	Additional Pipe E-SS2154 -BONDREV -CONSTRUCT -LABOR	1.000	EACH	\$12,720.00	\$12,720.00
	GL Account: 5328102 - 6701			\$12,720.00	
5	Additional Pump E-SS2154 -BONDREV -CONSTRUCT -LABOR	1.000	EACH	\$5,000.00	\$5,000.00
	GL Account: 5328101 - 6701			\$5,000.00	

GL SUMMARY	
5328101 - 6701	\$19,034.00
5328102 - 6701	\$114,686.00

CHANGED ORDER

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhour*

Authorized Signature

Total Ext. Price \$133,720.00

**Purchase Order Total \$133,720.00**

**PURCHASING COPY**

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.H.

**Title**

**Consider action to approve and ratify an emergency construction agreement for an odor dosing system.**

Consider action to adopt a resolution approving and ratifying an emergency contract for services with Pencco Inc. for the Liberty Grove Sewer Line Replacement (Emergency Purchase) odor corrosion and control system services, at the contracted rates, for an initial period through January 31, 2027, with up to four (4) additional one-year renewal periods; authorizing and ratifying the execution of an agreement therefor by the City Manager and/or the Interim City Manager; and providing an effective date.


**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering

**Executive Summary**

The purpose of this item is to approve and ratify a service contract with Pencco for the advanced optimizing dosing system for the Liberty Grove Sewer Line Replacement (Emergency Purchase). The item will authorize payment to Pencco in the estimated annual amount of \$265,000 for the dosing system for the Liberty Grove Road sewer line repair.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.8 Provide a high-quality wastewater collection system.</p>

**Background Information**

On June 4, 2025, the 24” gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. Post sewer line construction, residents complained of odor in the surrounding area. Staff purchased a Pencco odor abatement dosing system to dispense a chemical to control odor Citywide.

**Discussion**

The existing 24” gravity sanitary sewer main on Liberty Grove, starting at the Princeton Road Intersection to Muddy Creek failed. Upon the completion of the infrastructure installation, residents and businesses complained of odor in the area. Additional complaints from other areas were also documented. As a result, a Citywide (emergency) odor abatement program was rolled out.

The City purchased a Pencco Odor control dosing system for wet wells to mitigate odor. The dosing system injects SULFenD into the wastewater and controls the Hydrogen Sulfide. Due to the emergency nature of this situation, to protect the life, health and safety of our residents and businesses.

**Financial/Budget Implications**

The estimated annual expenditure for this service is \$265,000.00. All future year expenditures will be contingent upon Council approved budget appropriations.

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
SS2156	Odor Abatement Program	\$601,652.06	\$100,246.22	\$501,405.84
SS2140	Gravity Lines - Abandon Lift Station	\$1,938,951.45	\$164,753.78	\$1,774,197.67
<b>TOTAL</b>		<b>\$2,540,603.51</b>	<b>\$265,000.00</b>	<b>\$2,275,603.51</b>

**Recommended Action**

Move to adopt a resolution approving and ratifying a contract for services with Pencco Inc. for the Liberty Grove Sewer Line Replacement (Emergency Purchase) odor corrosion and control system services, at the contracted rates, for an initial period through January 31, 2027, with up to four (4) additional one-year renewal periods; authorize and ratify the execution of an agreement therefor by the City Manager and/or the Interim City Manager; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN ODOR CORROSION AND CONTROL SYSTEM SERVICES AGREEMENT WITH PENNCO, INC. FOR THE LIBERTY GROVE SEWER LINE REPLACEMENT PROJECT FOR AN ODOR DOSING SYSTEM, IN AN AMOUNT NOT TO EXCEED \$265,000; AUTHORIZING AND RATIFYING THE EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER AND/OR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 4, 2025, the City experienced collapse of the 24” gravity sanitary sewer main located at Liberty Grove Road, which breaks pose a public health and safety hazard; and

**WHEREAS**, necessary repairs and/or replacements are underway on the sewer line, during

which an urgent need arose for an odor dosing system installation in conjunction therewith; and

**WHEREAS**, Pennco, Inc. provided a price quote and Odor Corrosion and Control System Services Agreement for provision of the odor dosing system for a purchase price not to exceed \$265,000; and

**WHEREAS**, the immediate procurement of odor dosing system was necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) to repair unforeseen damage to public property pursuant to Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement shall be exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the execution by the City Manager and/or the Interim City Manager of the Odor Corrosion and Control Systems Services Agreement with Pennco, Inc. for purchase and installation of an odor dosing system for the Liberty Grove Sewer Repair project;

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

**SECTION 1:** An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate repair and/or replacement of the gravity sanitary sewer line along Liberty Grove Road and specifically the procurement and installation of an odor dosing system as a part of said project.

**SECTION 2:** The City Manager's and/or the Interim City Manager’s execution of the Odor Corrosion and Control System Services Agreement with Pennco, Inc. for an amount not to exceed \$265,000, in substantially the form attached hereto and incorporated herein by this reference as **Exhibit “A,”** is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute such other necessary and related documents as may be necessary for completion of this emergency construction project.

**SECTION 3:** This resolution shall become effective immediately upon its passage.

**Attachments**

- 1. Exhibit A - Pennco Services Agreement

**CITY OF ROWLETT  
CONTRACT FOR SERVICES  
CONTRACT NO. 2026-36-A  
ODOR CORROSION AND CONTROL SYSTEM SERVICES**

This Contract ("Contract") is made by and between the City of Rowlett, Texas ("City"), a municipal corporation and Pencco, Inc. ("Contractor") acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, City agrees to retain the Contractor, to provide services relative to Odor Corrosion and Control System Services (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

**WHEREAS**, the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

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

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:
  - a. This Contract; and
  - b. Exhibit A Scope of Services
  - c. Exhibit B Fee Schedule

These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.
4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.
5. **CONTRACT PERIOD.** The contract period is for the period February 1, 2026, through January 31,

2027 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.
7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Engineering Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to [bmanderscheid@rowlett.com](mailto:bmanderscheid@rowlett.com).
9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.
11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.
12. **INDEMNIFICATION. CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ROWLETT (OWNER) TOGETHER WITH ITS CURRENT, FUTURE, AND FORMER ELECTED AND APPOINTED OFFICIALS AND OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON AND/OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT INDEMNITEES FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH WAIVER AND RELEASE OF CLAIMS SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE WAIVER PROVIDED FOR IN THIS PARAGRAPH IS A WAIVER BY THE CONTRACTOR TO WAIVE ALL CLAIMS AGAINST INDEMNITEES OR ANY OF THEM ARISING IN WHOLE OR IN PART FROM THE INDEMNITEES' NEGLIGENCE.**

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

The Parties agree that this indemnification clause set forth in this paragraph D is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.

13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.
14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.  
Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.
19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.
20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.
21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.

23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.
24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association. As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.
26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.
29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett  
Attn: David Hall, City Manager  
P.O. Box 99  
Rowlett, Texas 75030-0099  
[dhall@rowlett.com](mailto:dhall@rowlett.com)

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Pencco, Inc.  
Attn: Sarah Duffy  
P.O. Box 600  
San Felipe, TX 77473  
[sarah@pencco.com](mailto:sarah@pencco.com)

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

31. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.
33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

{Signatures on next page}

**CITY OF ROWLETT**

By: \_\_\_\_\_



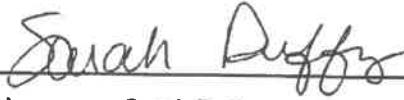
David Hall  
City Manager

Date: \_\_\_\_\_

2/18/26

**Penco, Inc.**

By: \_\_\_\_\_



Name: Sarah Duffy

Title: Bid Director

Date: \_\_\_\_\_

2/17/26

**Exhibit A**  
**Scope of Services**

**penco**

PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-3208

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*Rowlett*  
T E X A S

## Odor and Corrosion Control System





PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-3208

January 16, 2026

Willis Wolverton  
Utility Operations Manager  
City of Rowlett, Texas  
4310 Industrial Street  
Rowlett, TX 75088

Re: City of Rowlett Odor Control Program Proposal

Dear Mr. Wolverton,

Please find attached Pencco's proposal for the supply, commissioning, and support of instrumentation, related hardware and chemistry to provide a turnkey solution to manage H<sub>2</sub>S in the collection system. This document includes a description of Pencco's SULFEND<sup>®</sup> corrosion and odor management system, the expected operational benefits, installation requirements, and pricing.

In addition to the proposed chemistry, instrumentation and related hardware, Pencco will provide commissioning support and can provide ongoing service through a service contract, by experienced personnel to help achieve optimum performance using this technology.

Pencco is eager to discuss these recommendations in detail, to further refine the system design and to assist in evaluating the impact of this package.

We look forward to working with you on this important project.

Best Regards,

Alex Rodriguez | Pencco, Inc. | Regional Sales Manager- Central  
Cell: (913) 548-3654  
[arodriguez@pencco.com](mailto:arodriguez@pencco.com)  
[www.pencco.com](http://www.pencco.com)





PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-3208

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#### **BACKGROUND**

Penco leverages the fact that we are a manufacturer and supplier of multiple chemistries, such as iron salts, calcium nitrate, hydrogen peroxide, magnesium hydroxide and proprietary formulations to design the most appropriate odor control solutions for our clients. Due to the varied tools in our toolbox, we can customize the solution for your exact needs to ensure optimal efficiency, thus offering the best options for the City of Rowlett.

Based on discussion with the City of Rowlett staff Penco recommends SULFeND® RT and to provide corrosion and odor control for the selected Lift Stations.

SULFeND® RT is a manufactured, nonhazardous, stable, pH balanced product that is designed to provide multi modes of hydrogen sulfide control that exceed the performance of calcium nitrate.

The SULFeND® RT product provides a combination of reactions in wastewater that occurs when the active ingredients in SULFeND® RT, are added to the system. This addition results in 3 specific reactions that effectively control hydrogen sulfide in solution.

The first reaction at the addition point is immediate and provides control of hydrogen sulfide by scavenging sulfur to form a stable insoluble precipitate.

After the sulfide is in equilibrium from the first reaction chemical oxidation of the sulfide is provided for further control downstream on the addition point.

The third reaction is the biological oxidation of sulfide to sulfate that happens with naturally occurring bacteria removing any upstream or local production of sulfide in solution. Biochemical oxidation is enhanced by the lower acid level of SULFeND® RT the net effect is total control over sulfide in solution to any desired level at a given control point.

#### **SUMMARY**

SULFeND® RT is a non-hazardous proprietary product that inhibits H<sub>2</sub>S formation using multi modes of control. The product is designed to eliminate common issues associated with iron salts and calcium nitrate such as alkalinity consumption and grease matting in wet wells. The BNR process requires sufficient VFAs for optimal performance. SULFeND® RT allows the collection system to remain anoxic, which leads to VFA production essential for the BNR process. The ingredients stimulate the growth of H<sub>2</sub>S oxidizing bacteria. SULFeND® RT also reduces sludge formation by reducing the amount of organic matter available for bacterial growth. SULFeND® RT can treat down to 0 ppm H<sub>2</sub>S



PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-9208

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## **SULFeND® Odor Control and Corrosion Control Proposal**

Pencco will install SULFeND® equipment at the selected sites to remove sulfides and to prevent the generation of hydrogen sulfide in the force mains feeding the City of Rowlett's Wastewater Treatment Plant. Pencco will feed chemicals into the wet wells to provide equivalent treatment levels for each site.

The target usage will be determined during commissioning and optimized. Pencco will provide updates on dosing rates and results. This proposal is comprehensive in nature and includes full-service delivery for the chemicals, equipment, labor and services required to reliably and safely apply the technology for the City of Rowlett, excluding any required civil work or improvements.

### **Scope of Supply**

#### **Equipment Provided**

- (5) Bulk Storage Tanks (sized for each location) – Composed of a high-density double containment polyethylene tank with SG of 1.9
- (5) Echo Beam Radar level transmitter and high fill switch
- (5) Blue White Ultrasonic Flow Meter MS6 10-10000 mL/min
- (5) NEMA 4 Fiberglass Enclosure including:
  - Pump Mounting Shelf
  - Dual Fan Cooling System
  - Double Pole Power Switch Box
  - Power Outlet for Pumps
  - Leak Detection System
  - Chemical Inlet and Outlet
  - Field Connection Enclosure
  - Control Panel Mount
  - Freestanding
- (5) NEMA 4 Polycarbonate Control Panel including:
  - Touchscreen Monitor and Controls
  - Independent Cooling System
  - MultiTech Cat M1 Programmable Modem for Web monitoring and control
- Siemens PLC Control System with
  - 48-point Curve Fit
  - 48 point modified flow pace capability with customer flow signal
  - Spare discrete and analog inputs and outputs for custom communication to customer system
- (5) QDOS Variable Speed Peristaltic Pumps
- (6) Acrulogs
- Delivery to Site
- Complete assembly and installation on prepared site
- Start-up, Calibration, and testing



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(979) 885-0005 Fax: (979) 885-3208

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#### **Scope of Services**

The scope includes the following service:

#### **SULFeND® Program**

The SULFeND program includes:

- **The SULFeND System**
- **Service as needed**
  - Perform scheduled preventive maintenance
  - Mechanical System check and wear part replacement
  - Continuous vapor phase monitoring at the control points
  - Liquid phase sampling checks
  - Perform calibrations as required
- **Program Engineer Overview**
  - Routine reviewing of data
  - Make process adjustments to meet treatment objectives
  - Maintaining the Website
  - Optimization of chemical dosing
  - Inventory management
- **Web Cellular service**
  - Complete access by Customer – monitoring and control
  - Future web upgrades
- **Emergency Service**
  - Respond to all alarms
- **Monthly reports sent to designated staff**
  - Status and reliability
  - Summary of data collected
  - Variances and exceptions
  - Service notes
  - Recommendations
  - Odor complaint summary
  - Maintenance report
  - Dosage and usage
  - Results and trends
  - Dissolved Sulfide testing

**Exhibit B  
Fee Schedule**



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PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-3208

**SULFeND® RT ESTIMATE**

Based on the selected locations the table below shows the estimated feed rates, pump and tank sizes.

Site	Product	Feed Rate gpd	Pump Size	Tank Size gal
Northside	SULFeND® RT	30 - 40	QDOS60	2000
Eastside	SULFeND® RT	40 - 50	QDOS60	3000
Westside	SULFeND® RT	100 - 120	QDOS120	3000
Bayside	SULFeND® RT	23 - 38	QDOS60	3000
Rowlett Rd	SULFeND® RT	~30	QDOS60	3000
<b>Total</b>		<b>212</b>		

**LEAD TIME**

Pencco can deliver the odor control system in 12 to 16 weeks after approval from the city.

**PRICE**

Below is Pencco's pricing for SULFeND® RT. Dosing equipment and services are included in the price per gallon

SULFeND® RT: \$ 3.45 delivered price per gallon

If the City of Rowlett chooses to end the SULFeND® Program prior to a 2 year period, Pencco may charge a demobilization fee of \$4,000 per site.

**WHAT IS NEEDED FROM THE CUSTOMER**

- Level surface (concrete pad preferred) for tank placement.
  - An area of 15' x 15' is requested
- Power: 110V single phase outlet
- Potable Water Source (Safety Shower and Eye Wash Preferable), but Pencco can supply a temporary setup if needed.
- Secure location and fencing around equipment preferred.
- Any civil site work or improvements required (trenching, concrete, below grade piping)

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.I.

**Title**

**Consider action to approve and ratify an emergency purchase of chemical for odor control.**

Consider action to adopt a resolution approving and ratifying an emergency purchase of SULFeND from Well Squared for the Liberty Grove Sewer Line Replacement (Emergency Purchase) for odor control, in the amount not to exceed \$162,428.50; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase of odor controlling chemicals; and providing an effective date.


**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering

**Executive Summary**

On June 4, 2025, the 24" gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. The degraded sewer line was emitting an unpleasant odor in the repair area. Staff identified the Well Squared chemical SULFeND which is a proprietary chemical blend that prevents the formation of H2S for odor and corrosion control.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.8 Provide a high-quality wastewater collection system.</p>

**Background Information**

On June 4, 2025, the 24" gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. The degraded sewer line was emitting an unpleasant odor in the repair area. Staff identified the Well Squared sole sourced SULFeND chemical to inject into the wastewater to capture H2S and control the odor.

**Discussion**

Staff purchased Wet Well Wizard system from Well Squared that uses a sole sourced system to inject SULFeND into the wastewater to control odor causing H2S gas. The SULFeND injection encapsulates H2S and diminishes the ability to form. Due to the emergency nature of this situation, to protect the life, health and safety of our residents, work commenced on this project on June 26, 2025 and was completed in November 2025.

**Financial/Budget Implications**

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
5017015-6221	Chemicals	\$58,671.78	\$58,671.78	\$0
SS2156	Odor Abatement Program	\$705,408.78	\$103,756.72	\$601,652.06
<b>TOTAL</b>		\$764,080.56	\$162,428.50	\$601,652.06

**Recommended Action**

Move to adopt a resolution approving and ratifying an emergency construction agreement with Well Squared, for the Liberty Grove Sewer Line Replacement (Emergency Purchase), in the amount not to exceed \$162,428.50; authorize the Mayor to execute the agreement for said services; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN EMERGENCY PURCHASE FROM WELL SQUARED, LLC OF SEWER ODOR CONTROL CHEMICALS FOR THE LIBERTY GROVE SEWER LINE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$162,428.50; AUTHORIZING AND RATIFYING THE EXECUTION OF ALL NECESSARY AND RELATED DOCUMENTS BY THE CITY MANAGER AND/OR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 4, 2025, the City experienced collapse of the 24” gravity sanitary sewer main located at Liberty Grove Road, which breaks pose a public health and safety hazard; and

**WHEREAS**, necessary repairs and/or replacements are underway on the sewer line during which an urgent need arose for sewer odor control; and

**WHEREAS**, Well Squared, LLC, provided a price quote for purchase, on an emergency basis, of the Wet Well Wizard system, a sole-sourced system, to inject SULFeND into the wastewater to control odor causing H2S gas for a price not to exceed \$162,428.50; and

**WHEREAS**, the immediate procurement of the SULFeND odor controlling chemicals for the Wet Well Wizard system was necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) to repair unforeseen damage to public property pursuant to

Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement shall be exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the purchase of the odor controlling chemicals from Well Squared, LLC;

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

**SECTION 1:** An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate repair and/or replacement of the gravity sanitary sewer line along Liberty Grove Road and specifically the procurement of SULFeND odor controlling chemicals for the Wet Well Wizard system to control H2S gas.

**SECTION 2:** The City Manager’s and/or the Interim City Manager’s purchase of the SULFeND odor controlling chemicals for the Wet Well Wizard system from Well Squared, LLC for an amount not to exceed \$162,428.50, in accordance with the price quotes attached hereto and incorporated herein by this reference as **Exhibit “A,”** is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute such other necessary and related documents as may be necessary for completion of this emergency construction project.

**SECTION 3:** This resolution shall become effective immediately upon its passage.

**Attachments**

1. Exhibit A - Well Squared LLC - SULFeND Price Quotes

# **RELIANT** Water Technologies

5670 Hayne Blvd  
New Orleans, LA 70124  
Tel: 504-400-1239  
FAX: 504-242-8887  
Email: [sales@reliantwater.us.com](mailto:sales@reliantwater.us.com)  
[www.reliantwater.us.com](http://www.reliantwater.us.com)

December 22, 2025

Mr. William Ashley  
City of Rowlett

Dear Mr Ashley:

This letter is to confirm that the Reliant Water Technologies Wet Well Wizard System is a sole source product - manufactured, sold and distributed exclusively by Reliant Water Technologies located in New Orleans, LA. No other company makes a similar or competing product, as Reliant holds U.S. patents #9,968,895, 10,752,530 and 11,318,426 on the Wet Well Wizard. This product must be purchased directly from Reliant Water Technologies or WellWell Technologies, Inc. in Texas

The Wet Well Wizard is the only lift station air ejection system available that can eliminate fats, oils and grease and neutralize H<sub>2</sub>S odors (at the odor's source) for wastewater lift stations. Key claims in our patents are -

- The use of anti-facing cleaving baffles that spin large bubbles at such a rate as to diffuse large amounts of dissolved oxygen into anaerobic water.
- The inability of air from the Wizard device that can be drawn into water pump volutes.
- The ability to maintain high levels of dissolved oxygen in any lift station wet well.

If you desire additional information, don't hesitate to contact me at any of the contact numbers noted above. You may also choose to visit our website at <http://www.reliantwater.us.com>. Thank you for your interest in our Wet Well Wizard System.

Sincerely,



J. R. Dartez  
President



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**22600330**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
713-724-4063		12600569			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/14/2026	6102			WASTEWATER UTILITY	
NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SULFeND® FT - SULFeND® FT 330 Gallon	14.000	EACH	\$3,248.57	\$45,479.98
***NOTE: ALL ITEMS/SERVICES TO BE PROVIDED IN ACCORDANCE WITH WELL SQUARED LLC ESTIMATE #1701 DATED 1/9/2026, AND THE CITY OF ROWLETT PO TERMS & CONDITIONS.					
GL Account: 5017015 - 6221					\$45,479.98
GL SUMMARY					
5017015 - 6221					\$45,479.98

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price

\$45,479.98

**Purchase Order Total**

**\$45,479.98**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22600374**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
---------------------	-------------------	--------------------	--------------------

713-724-4063 12600639

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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02/10/2026 6102 WASTEWATER UTILITY

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE

1	CHEMICALS FOR LIFT STATION ODOR	12.000	EACH	\$3,248.57	\$38,982.84
---	---------------------------------	--------	------	------------	-------------

SULFeND@FT  
 330 GALLON IBC TOTES

\*NOTE: ALL ITEMS TO BE PROVIDED IN ACCORDANCE WITH TERMS AND  
 CONDITIONS OF WELL SQUARED LLC ESTIMATE NO. 1733 DATED 2/4/2026  
 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

GL Account: 5017015 - 6221 \$38,982.84

GL SUMMARY	
------------	--

5017015 - 6221 \$38,982.84

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price \$38,982.84

**Purchase Order Total \$38,982.84**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**22600435**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
713-724-4063		12600712	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/11/2026	6102			WASTEWATER UTILITY

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CHEMICALS FOR LIFT STATION ODOR - 2 Week Supply	12,000	EACH	\$3,248.57	\$38,982.84

SULFeND@FT  
 330 GALLON IBC TOTES

\*NOTE: ALL ITEMS TO BE PROVIDED IN ACCORDANCE WITH TERMS AND  
 CONDITIONS OF WELL SQUARED LLC ESTIMATE NO. 1755B DATED  
 2/26/2026 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

GL Account: 5017015 - 6221 \$38,982.84

GL SUMMARY	
5017015 - 6221	\$38,982.84

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price

\$38,982.84

**Purchase Order Total**

**\$38,982.84**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22600436**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
713-724-4063		12600713	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/11/2026	6102			WASTEWATER UTILITY

NOTES						
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE	
1	CHEMICALS FOR LIFT STATION ODOR - 2 Week Supply	12,000	EACH	\$3,248.57	\$38,982.84	

SULFeND@FT  
 330 GALLON IBC TOTES

\*NOTE: ALL ITEMS TO BE PROVIDED IN ACCORDANCE WITH TERMS AND  
 CONDITIONS OF WELL SQUARED LLC ESTIMATE NO. 1755A DATED  
 2/26/2026 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

GL Account: 5017015 - 6221 \$38,982.84

GL SUMMARY		
5017015 - 6221		\$38,982.84

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price \$38,982.84

**Purchase Order Total \$38,982.84**

**PURCHASING COPY**

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.J.

**Title**

**Consider action to approve and ratify an emergency purchase for an odor control system.**

Consider action to adopt a resolution approving and ratifying an emergency purchase from Well Squared, LLC of an odor control system for the Liberty Grove Sewer Line Replacement, in the amount not to exceed \$566,872.34; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase thereof; and providing an effective date.


**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering

**Executive Summary**

The purpose of this item is to approve and ratify an emergency purchase, from Well Squared, LLC, of the aeration equipment to inject oxygen into the system for the Liberty Grove Sewer Line Replacement. The item will authorize payment to Well Squared in the amount of \$566,872.34 for the oxygen aeration system for Liberty Grove Road sewer line repair project, as required.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.8 Provide a high-quality wastewater collection system.</p>

**Background Information**

On June 4, 2025, the 24" gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. The degraded sewer line was emitting an unpleasant odor in the repair area. Staff identified the Well Squared sole sourced aeration system to inject oxygen into the wastewater to capture H2S and eliminate the odor.

**Discussion**

The existing 24" gravity sanitary sewer main on Liberty Grove, starting at the Princeton

Rd Intersection to Muddy Creek failed. The degraded wastewater line was emitting an unpleasant odor in the area and staff provided a solution to mitigate the concern.

Staff purchased Wet Well Wizard system from Well Squared that uses a sole sourced aeration system to inject oxygen into the wastewater to control odor causing H2S gas. The oxygen injection agitates the wastewater and diminishes the ability for H2S to form. Due to the emergency nature of this situation, to protect the life, health and safety of our residents, work commenced on this project on June 26, 2025 and was completed in November 2025.

**Financial/Budget Implications**

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
SS2154	30" SS Liberty Grove Rd Replacement	\$615,870.17	\$65,466.50	\$550,403.67
SS2156	Odor Abatement Program	\$501,405.84	\$501,405.84	\$0
<b>TOTAL</b>		\$1,117,276.01	\$566,872.34	\$550,403.67

**Recommended Action**

Move to adopt a resolution approving and ratifying an emergency purchase from Well Squared, LLC of an odor control system for the Liberty Grove Sewer Line Replacement, in the amount not to exceed \$566,872.34; authorizing and ratifying the City Manager's and/or the Interim City Manager's purchase thereof; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN EMERGENCY PURCHASE FROM WELL SQUARED, LLC OF WET WELL WIZARD SEWER ODOR CONTROL SYSTEM FOR THE LIBERTY GROVE SEWER LINE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$566,872.34; AUTHORIZING AND RATIFYING THE PURCHASE THEREOF AND THE EXECUTION OF ALL NECESSARY AND RELATED DOCUMENTS BY THE CITY MANAGER AND/OR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 4, 2025, the City experienced collapse of the 24” gravity sanitary sewer main located at Liberty Grove Road, which breaks pose a public health and safety hazard; and

**WHEREAS**, necessary repairs and/or replacements are underway on the sewer line during which an urgent need arose for sewer odor control; and

**WHEREAS**, Well Squared, LLC, provided a price quote for purchase, on an emergency basis, of

the Wet Well Wizard system, a sole-sourced system, for a purchase price not to exceed \$566,872.34; and

**WHEREAS**, the immediate procurement of the Wet Well Wizard odor control system was necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) to repair unforeseen damage to public property pursuant to Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement shall be exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the purchase of the Wet Well Wizard odor control system from Well Squared, LLC;

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

**SECTION 1:** An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate repair and/or replacement of the gravity sanitary sewer line along Liberty Grove Road and specifically the procurement of the Wet Well Wizard odor control system.

**SECTION 2:** The City Manager’s and/or the Interim City Manager’s purchase of the Wet Well Wizard odor control system from Well Squared, LLC for an amount not to exceed \$566,872.34, in accordance with the price quotes attached hereto and incorporated herein by this reference as **Exhibit “A,”** is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute such other necessary and related documents as may be necessary for completion of this emergency construction project.

**SECTION 3:** This resolution shall become effective immediately upon its passage.

**Attachments**

1. Exhibit A - Well Squared LLC - Wet Well Wizard Price Quote

# **RELIANT** Water Technologies

5670 Hayne Blvd  
New Orleans, LA 70124  
Tel: 504-400-1239  
FAX: 504-242-8887  
Email: [sales@reliantwater.us.com](mailto:sales@reliantwater.us.com)  
[www.reliantwater.us.com](http://www.reliantwater.us.com)

December 22, 2025

Mr. William Ashley  
City of Rowlett

Dear Mr Ashley:

This letter is to confirm that the Reliant Water Technologies Wet Well Wizard System is a sole source product - manufactured, sold and distributed exclusively by Reliant Water Technologies located in New Orleans, LA. No other company makes a similar or competing product, as Reliant holds U.S. patents #9,968,895, 10,752,530 and 11,318,426 on the Wet Well Wizard. This product must be purchased directly from Reliant Water Technologies or WellWell Technologies, Inc. in Texas

The Wet Well Wizard is the only lift station air ejection system available that can eliminate fats, oils and grease and neutralize H<sub>2</sub>S odors (at the odor's source) for wastewater lift stations. Key claims in our patents are -

- The use of anti-facing cleaving baffles that spin large bubbles at such a rate as to diffuse large amounts of dissolved oxygen into anaerobic water.
- The inability of air from the Wizard device that can be drawn into water pump volutes.
- The ability to maintain high levels of dissolved oxygen in any lift station wet well.

If you desire additional information, don't hesitate to contact me at any of the contact numbers noted above. You may also choose to visit our website at <http://www.reliantwater.us.com>. Thank you for your interest in our Wet Well Wizard System.

Sincerely,



J. R. Dartez  
President



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22600314**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
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713-724-4063

12600531

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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12/30/2025

6102

WASTEWATER UTILITY

NOTES						
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE	

1	PRODUCT # DEMO - WET WELL WIZARD SYSTEM	2.000	EACH	\$12,000.00	\$24,000.00	
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WET WELL WIZARD - DEMO UNIT - \*NO WARRANTY - EXPRESS OR IMPLIED

NOTE: ALL ITEMS TO BE PROVIDED IN ACCORDANCE WITH TERMS AND CONDITIONS OF ESTIMATE NO. 1313 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

GL Account: 5348102 - 6701 \$24,000.00

E-SS2154 -BONDREV -CONSTRUCT -LABOR

GL SUMMARY						
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5348102 - 6701 \$24,000.00

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price \$24,000.00

**Purchase Order Total \$24,000.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600324 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
713-724-4063		12600532	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/08/2026	6102			WASTEWATER UTILITY

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE

1	PRODUCT #: WET WELL WIZARD SYSTEM 440-480V	1.000	EACH	\$19,733.25	\$19,733.25
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NORTHSIDE LS-ROWLETT, TX: (4) WET WELL WIZARD EJECTOR | (4) 1" HOSE ASSEMBLY 50' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS | 4HP R40 440-480V THREE PHASE 60HZ WITH 4 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE AND INSTALLATION INSTRUCTION MANUAL | STARTER ASSEMBLY FOR 4HP 440-480V 3 PHASE 60 HZ | AUTO RESTART SWITCH FOR WIZARD BLOWER | (4) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA | FIBERGLASS SILENCING WEATHER ENCLOSURE.

50% DEPOSIT DUE UPON RECEIPT OF PURCHASE ORDER;  
 30% DUE WHEN SHIPPED;  
 20% DUE NET30

GL Account: 5348102 - 6701 \$19,733.25

E-SS2154 -BONDREV -CONSTRUCT-LABOR

2	PRODUCT # WELLWELL TECHNOLOGIES SHIELD SERVICE PROGRAM   WIZARD	1.000	EACH	\$0.00	\$0.00
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WELLWELL TECHNOLOGIES WARRANTY: START UP AND 3 QUARTERLY SCHEDULED VISITS, VERIFICATION OF ELECTRICAL AND MECHANICAL SYSTEMS & REPLACE AIR FILTER EVERY VISIT TO ENSURE UNIT IS OPERATING WITHIN FACTORY SPECIFICATIONS; INCLUDES PRIORITY OFF SCHEDULE VISITS IF NEEDED. WARRANTY INCLUDES REPAIR OR REPLACEMENT OF ALL COMPONENTS INCLUDING TOTAL WIZARD REPLACEMENT IF REQUIRED. NOTE: ACTS OF GOD OR CLEAR ABUSE NOT COVERED.

GL Account: 5348102 - 6701 \$0.00

E-SS2154 -BONDREV -CONSTRUCT-LABOR

3	SHIPPING	1.000	EACH	\$1,000.00	\$1,000.00
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\*NOTE: ALL ITEMS AND SERVICES TO BE PROVIDED IN ACCORDANCE WITH TERMS AND CONDITIONS OF ESTIMATE NO. 1309 AND THE CITY OF

**CONTINUED ON  
 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 2 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600324 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
713-724-4063		12600532			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/08/2026	6102			WASTEWATER UTILITY	
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	ROWLETT PO TERMS AND CONDITIONS.				
	50% DUE UPON RECEIPT OF PURCHASE ORDER				
	GL Account: 5348102 - 6701			\$1,000.00	
	E-SS2154 -BONDREV -CONSTRUCT -LABOR				
4	50% DEPOSIT DUE UPON RECEIPT OF PURCHASE ORDER	1.000	EACH	\$20,733.25	\$20,733.25
	ITEM 1. \$19,733.25				
	ITEM 2. \$1,000				
	GL Account: 5348102 - 6701			\$20,733.25	
	E-SS2154 -BONDREV -CONSTRUCT -LABOR				
GL SUMMARY					
	5348102 - 6701			\$41,466.50	

CHANGE ORDER

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhour*

Authorized Signature

Total Ext. Price \$41,466.50

**Purchase Order Total \$41,466.50**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 7

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
713-724-4063		12600596	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/29/2026	6102			WASTEWATER UTILITY

NOTES						
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE	

1	PRODUCT WET WELL WIZARD SYSTEM 440-480V: BAYSIDE LS: (3) WET WELL WIZARD EJECTOR   (3) 1" HOSE ASSEMBLY 27' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   3HP R30 440-480V THREE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 3HP 440-480V 3 PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (3) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$39,517.54 GL Account: 5348102 - 6701	1.000	EACH	\$19,758.77	\$19,758.77	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR					\$19,758.77
2	PRODUCT WET WELL WIZARD EJECTOR 110-120V: COLLEGE PARK LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 17.6' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,807.14 GL Account: 5348102 - 6701	1.000	EACH	\$12,903.57	\$12,903.57	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR					\$12,903.57
3	PRODUCT WET WELL WIZARD EJECTOR 110-120V EASTSIDE LS: WET WELL WIZARD EJECTOR   (4) 1" HOSE ASSEMBLY 25' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   (2) 1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH	1.000	EACH	\$28,647.10	\$28,647.10	

**CONTINUED ON  
 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 2 of 7

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
713-724-4063		12600596	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/29/2026	6102			WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   (2) STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   (2) AUTO RESTART SWITCH FOR WIZARD BLOWER   (4) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   (2) SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$57,294.20 GL Account: 5348102 - 6701 \$28,647.10				
4	E-SS2156 -BONDREV -CONSTRUCT -LABOR PRODUCT WET WELL WIZARD EJECTOR 110-120V ENCLAVE LS: (2) WET WELL WIZARD EJECTOR   (2) 1" HOSE ASSEMBLY 26' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   (2) STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (2) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$32,897.10 GL Account: 5348102 - 6701 \$16,448.55	1.000	EACH	\$16,448.55	\$16,448.55
5	E-SS2156 -BONDREV -CONSTRUCT -LABOR PRODUCT WET WELL WIZARD EJECTOR 110-120V LIBERTY GROVE LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 18' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (4) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,810.86	1.000	EACH	\$12,905.43	\$12,905.43

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 NEXT PAGE**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 3 of 7

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

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 4310 INDUSTRIAL STREET  
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713-724-4063		12600596	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/29/2026	6102			WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	GL Account: 5348102 - 6701			\$12,905.43	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR				
6	PROJECT WET WELL WIZARD EJECTOR 110-120V MALLARD RESERVE LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 24' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,866.63	1.000	EACH	\$12,933.32	\$12,933.32
	GL Account: 5348102 - 6701			\$12,933.32	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR				
7	PRODUCT WET WELL WIZARD SYSTEM 440-480V MILLER LS: (3) WET WELL WIZARD EJECTOR   (3) 1" HOSE ASSEMBLY 24' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   3HP R30 440-480V THREE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 3HP 440-480V 3 PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (3) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$39,489.65	1.000	EACH	\$19,744.83	\$19,744.83
	GL Account: 5348102 - 6701			\$19,744.83	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR				
8	PRODUCT WET WELL WIZARD EJECTOR 110-120V PECAN HARBOR LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 15.6' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER	1.000	EACH	\$12,894.28	\$12,894.28

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 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 4 of 7

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Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

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VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
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713-724-4063

12600596

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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01/29/2026

6102

WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
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WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL | STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ | AUTO RESTART SWITCH FOR WIZARD BLOWER | CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA | SMALL FIBERGLASS ENCLOSURE | \*PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES.  
 \$25,788.55

GL Account: 5348102 - 6701

\$12,894.28

E-SS2156 -BONDREV -CONSTRUCT -LABOR

9	PROJECT WET WELL WIZARD EJECTOR 110-120V ROWLETT ROAD LS: (4) WET WELL WIZARD EJECTOR   (4) 1" HOSE ASSEMBLY 34' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   (2) 1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   (2) STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (4) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   (2) SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$57,377.86	1.000	EACH	\$28,688.93	\$28,688.93
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GL Account: 5348102 - 6701

\$28,688.93

E-SS2156 -BONDREV -CONSTRUCT -LABOR

10	PRODUCT WET WELL WIZARD EJECTOR 110-120V SCHRADER LS: WET WELL WIZARD EJECTOR   (4) 1" HOSE ASSEMBLY 28' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   (2) 1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   (2) STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   (2) AUTO RESTART SWITCH FOR WIZARD BLOWER   (4) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   (2) SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$57,322.09	1.000	EACH	\$28,661.05	\$28,661.05
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 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
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# Purchase Order

Fiscal Year 2026

Page: 5 of 7

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Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
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**Vendor**

WELL SQUARED LLC  
 PO BOX 85  
 BELLVILLE, TX 77418

**Ship To**

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VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
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713-724-4063

12600596

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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01/29/2026

6102

WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
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GL Account: 5348102 - 6701 \$28,661.05

E-SS2156 -BONDREV -CONSTRUCT -LABOR

11	PRODUCT WET WELL WIZARD EJECTOR 110-120V TOLER BAY 2 LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 22' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,848.04	1.000	EACH	\$12,924.02	\$12,924.02
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GL Account: 5348102 - 6701 \$12,924.02

E-SS2156 -BONDREV -CONSTRUCT -LABOR

12	PROJECT WET WELL WIZARD EJECTOR 110-120V TOLER RIDGE LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 18' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,810.85	1.000	EACH	\$12,905.43	\$12,905.43
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GL Account: 5348102 - 6701 \$12,905.43

E-SS2156 -BONDREV -CONSTRUCT -LABOR

13	PROJECT WET WELL WIZARD EJECTOR 110-120V WATERSIDE LS: WET WELL WIZARD EJECTOR   1" HOSE ASSEMBLY 30' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT	1.000	EACH	\$12,961.20	\$12,961.20
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 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 6 of 7

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Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
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713-724-4063		12600596	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/29/2026	6102			WASTEWATER UTILITY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$25,922.40 GL Account: 5348102 - 6701 \$12,961.20 E-SS2156 -BONDREV -CONSTRUCT -LABOR				
14	PRODUCT WET WELL WIZARD EJECTOR 110-120V WESTSIDE LS: (2) WET WELL WIZARD EJECTOR   (2) 1" HOSE ASSEMBLY 32' 3 PLY EPDM REINFORCED AIR HOSE, STAINLESS STEEL & BRASS HOSE FITTINGS   1.5HP R20 110-120V SINGLE PHASE 60HZ WITH 1 PORT MANIFOLD WITH INCHES OF WATER GAUGE, REGENERATIVE BLOWER WITH AIR FILTRATION SYSTEM, PRESSURE RELIEF VALVE, 6' CORD WITH 3 PRONG PLUG AND INSTALLATION INSTRUCTION MANUAL   STARTER ASSEMBLY FOR 1.5HP 110-120V SINGLE PHASE 60 HZ   AUTO RESTART SWITCH FOR WIZARD BLOWER   (2) CABLE/HOSE SS MESH SUPPORT GRIP 1.25-1.49 DIA   SMALL FIBERGLASS ENCLOSURE   *PER WELL WELL TECHNOLOGIES STANDARD INSTALLATION PROCEDURES. \$32,452.87 GL Account: 5348102 - 6701 \$16,226.44 E-SS2156 -BONDREV -CONSTRUCT -LABOR	1.000	EACH	\$16,226.44	\$16,226.44
15	SHIPPING  *NOTE: PRODUCT WELLWELL TECHNOLOGIES SHIELD SERVICE PROGRAM   WIZARD (14) EACH INCLUDED AT NO COST. \$4,200	1.000	EACH	\$2,100.00	\$2,100.00

ALL ITEMS TO BE PROVIDED IN ACCORDANCE WITH TERMS AND CONDITIONS OF ESTIMATE NO. 1700 AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS.

**CONTINUED ON  
 NEXT PAGE**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 7 of 7

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Purchase Order # **22600341 - 01**

**Bill To**

WASTEWATER UTILITY  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
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**Vendor**

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**Ship To**

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VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
713-724-4063		12600596			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
01/29/2026	6102			WASTEWATER UTILITY	
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
	GL Account: 5348102 - 6701			\$2,100.00	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR				
16	50% DEPOSIT	1.000	EACH	\$250,702.92	\$250,702.92
	GL Account: 5348102 - 6701			\$250,702.92	
	E-SS2156 -BONDREV -CONSTRUCT -LABOR				
GL SUMMARY					
	5348102 - 6701			\$501,405.84	

CHANGE ORDER

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhour*  
 \_\_\_\_\_  
 Authorized Signature

Total Ext. Price \$501,405.84  
**Purchase Order Total \$501,405.84**

**PURCHASING COPY**

**Meeting Date:** 4/7/2026

**Agenda Item:** 4.K.

**Title**

**Consider action to approve and ratify an emergency purchase of concrete.**

Consider action to adopt a resolution approving and ratifying an emergency purchase of concrete from Bodin Concrete, L.P. for the Liberty Grove Sewer Line Replacement Project for compensation not to exceed \$189,004.50; authorizing and ratifying the purchase thereof by the City Manager and/or the Interim City Manager; and providing an effective date.


**Staff Representative**

Gary Enna, Interim Director of PW/City Engineering

**Executive Summary**

The purpose of this item is to approve and ratify a construction services contract with Bodin Concrete for the pavement construction of the Liberty Grove Sewer Line Replacement (Emergency Purchase). The item will authorize payment to Bodin Concrete, in the amount of \$189,004.50 for 1,500 linear feet of concrete to pave various lanes and sidewalks on Liberty Grove for the Liberty Grove Road sewer line repair project, as required.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.2 Upgrade residential streets, alleys, drainage ways, and utility systems. 6.4 Improve traffic flow across all transportation modes.</p>

**Background Information**

On June 4, 2025, the 24" gravity sanitary sewer main in Liberty Grove Road experienced breaks within the line near Chiesa Road. The Public Works Department responded to the initial break and discovered that the sewer line needed emergency repairs. The concrete pavement was removed to access the underground infrastructure. City staff repaved various lanes and sidewalks to re-establish access. We utilized an existing annual concrete purchase agreement with Bodin Concrete for the concrete.

**Discussion**

The existing 24" gravity sanitary sewer main on Liberty Grove, starting at the Princeton

Road Intersection to Muddy Creek failed. The pavement was removed to access the failed wastewater infrastructure.

Bodin concrete supplied the material to pave various lanes and sidewalks to restore connectivity of the road and sidewalk systems. Due to the emergency nature of this situation, work commenced on June 26, 2025 and was completed in November 2025.

Approximately 1,500 linear feet of pavement was placed in various lanes from Princeton Road to Chiesa Rd.

**Financial/Budget Implications**  
**CIP Project Budget Financial Table**

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
SS2154	30" SS Liberty Grove Rd Replacement	\$550,403.67	\$189,004.50	\$361,399.17
<b>TOTAL</b>		\$550,403.67	\$189,004.50	\$361,399.17

**Recommended Action**

Move to adopt a resolution approving and ratifying an emergency construction purchase with Bodin Concrete for various lane and sidewalk paving for the Liberty Grove Sewer Line Replacement (Emergency Purchase), in the amount not to exceed \$189,004.50; authorize the Mayor to execute the agreement for said services; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND RATIFYING AN EMERGENCY PURCHASE FROM BODIN CONCRETE, L.P. OF CONCRETE FOR THE LIBERTY GROVE SEWER LINE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$189,004.50; AUTHORIZING AND RATIFYING THE PURCHASE THEREOF AND THE EXECUTION OF ALL NECESSARY AND RELATED DOCUMENTS BY THE CITY MANAGER AND/OR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 4, 2025, the City experienced collapse of the 24” gravity sanitary sewer main located at Liberty Grove Road, which breaks pose a public health and safety hazard; and

**WHEREAS**, necessary repairs and/or replacements are underway on the sewer line during which an urgent need arose for removal of pavement for access to the failed wastewater infrastructure; and

**WHEREAS**, thereafter, it was necessary, on an emergency basis, to repair and replace the removed pavement to restore connectivity of the road and sidewalk system; and

**WHEREAS**, Bodin Concrete, L.P., provided a price quote for purchase, on an emergency basis, of the required concrete for the restoration of the road and sidewalk system for a purchase price not to exceed \$189,004.50; and

**WHEREAS**, the immediate procurement of the concrete was necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) to repair unforeseen damage to public property pursuant to Texas Local Government Code sections 252.022(a)(2) and 252.002(a)(3) and, as such, the procurement shall be exempt from the competitive sealed bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it to serve the health, safety and general welfare of the citizens and to be in the best interest of the City and its citizens to approve and ratify the purchase of the concrete from Bodin Concrete, L.P.;

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

**SECTION 1:** An emergency exists under Texas Local Government Code sections 252.022(a)(2) and 252.022(a)(3) with regard to the urgent need for immediate repair and/or replacement of the gravity sanitary sewer line along Liberty Grove Road and specifically the procurement of concrete for repair of the road and sidewalk system which had to be removed to provide access to the failed wastewater system.

**SECTION 2:** The City Manager’s and/or the Interim City Manager’s purchase of concrete for such repair from Bodin Concrete, L.P. for an amount not to exceed \$189,004.50, in accordance with the price quotes attached hereto and incorporated herein by this reference as **Exhibit “A,”** is hereby approved and ratified. The Interim City Manager is hereby further authorized to execute such other necessary and related documents as may be necessary for completion of this emergency construction project.

**SECTION 3:** This resolution shall become effective immediately upon its passage.

**Attachments**

- 1. Exhibit A - Bodin Concrete L.P. Price Quote



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 1

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Purchase Order #

**22500678**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

BODIN CONCRETE L.P.  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
972-475-8118		12500918			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/04/2025	165			STREET OPERATIONS	
NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for the Liberty Grove Sewer Project	1.000	EACH	\$31,610.00	\$31,610.00
***NOTE: TO BE PROVIDED IN ACCORDANCE WITH TERMS AND CONDITIONS OF CONTRACT #2025-04-A AND THE CITY OF ROWLETT PO TERMS AND CONDITIONS. GL Account: 5328102 - 6701 \$31,610.00 E-SS2154 -BONDREV -CONSTRUCT -LABOR					
GL SUMMARY					
5328102 - 6701		\$31,610.00			

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price

\$31,610.00

**Purchase Order Total**

**\$31,610.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

**22500688**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BODIN CONCRETE L.P.**  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
972-475-8118		12500928			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/08/2025	165			STREET OPERATIONS	
NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for the Liberty Grove Sewer Project	1.000	EACH	\$21,350.00	\$21,350.00
	Item 40A40T 4000 PSI 6SK 72 CY x \$165.00 = \$11,880.00				
	Item FUELLED Fuel LD Surcharge 8 EA x \$20.00 = \$160.00				
	Item ENVIRONLD Environmental Fee LD 8 EA x \$20.00 = \$160.00				
	GL Account: 5328102 - 6701			\$21,350.00	
	E-SS2154 -BONDREV -CONSTRUCT-LABOR				
GL SUMMARY					
	5328102 - 6701			\$21,350.00	

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price

\$21,350.00

**Purchase Order Total**

**\$21,350.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
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Purchase Order # **22500701**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BODIN CONCRETE L.P.**  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
972-475-8118		12500955	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/15/2025	165			STREET OPERATIONS

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for Liberty Grove Sewer Project	1.000	EACH	\$19,330.00	\$19,330.00

Note: All items and services to be provided in accordance with terms and conditions of Contract for Services 2025-04-A Concrete Pickup and Delivery Services executed by both parties and the City of Rowlett PO terms and conditions.

GL Account: 5328102 - 6701 \$19,330.00  
 E-SS2154 -BONDREV -CONSTRUCT -LABOR

GL SUMMARY	
5328102 - 6701	\$19,330.00

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price \$19,330.00

**Purchase Order Total \$19,330.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**22500718**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BODIN CONCRETE L.P.**  
**PO BOX 109**  
**ROWLETT, TX 75030**

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
972-475-8118		12500974	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/23/2025	165			STREET OPERATIONS

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for the Liberty Grove Sewer Project	1.000	EACH	\$27,464.50	\$27,464.50

\*\*\*Note: All items and services to be provided in accordance with terms and conditions of Contract for Services 2025-04-A Concrete Pickup and Delivery Services executed by both parties and the City of Rowlett PO terms and conditions.

GL Account: 5328102 - 6701 \$27,464.50  
 E-SS2154 -BONDREV -CONSTRUCT -LABOR

GL SUMMARY	
5328102 - 6701	\$27,464.50

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Calhoun*

Authorized Signature

Total Ext. Price

\$27,464.50

**Purchase Order Total**

**\$27,464.50**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
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Purchase Order #

**22500731**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BODIN CONCRETE L.P.**  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
972-475-8118		12500988			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
10/13/2025	165			STREET OPERATIONS	
NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for Liberty Grove Rd. Sewer Project provided in accordance with terms and conditions of Contract for Services 2025-04-A and the City of Rowlett PO terms and conditions. GL Account: 5318102 - 6701	1.000	EACH	\$57,145.00	\$57,145.00
	E-SS2154 -BONDREV -CONSTRUCT -LABOR				
GL SUMMARY					
	5318102 - 6701			\$57,145.00	

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhoun*

Authorized Signature

Total Ext. Price

\$57,145.00

**Purchase Order Total**

**\$57,145.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

Purchase Order #

**22600083**

**Vendor**

BODIN CONCRETE L.P.  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
972-475-8118		12600147	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/13/2025	165			STREET OPERATIONS

NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for the Liberty Grove Sewer Project provided in accordance with terms and conditions of Contract No. 2025-04-A and the City of Rowlett PO terms and conditions. .GL Account: 5338102 - 6701 E-SS2154 -BONDREV -CONSTRUCT-LABOR	1,000	EACH	\$27,530.00	\$27,530.00

GL SUMMARY	
5338102 - 6701	\$27,530.00

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhoun*  
 \_\_\_\_\_  
 Authorized Signature

Total Ext. Price \$27,530.00

**Purchase Order Total \$27,530.00**

**PURCHASING COPY**



**CITY OF ROWLETT**  
 4004 Main Street  
 ROWLETT, TEXAS 75088-5077  
 Phone: 972-412-6189

# Purchase Order

Fiscal Year 2026

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**22600180**

**Bill To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Phone: 972-412-6168

**Vendor**

**BODIN CONCRETE L.P.**  
 PO BOX 109  
 ROWLETT, TX 75030

**Ship To**

STREET OPERATIONS  
 4310 INDUSTRIAL STREET  
 ROWLETT, TX 75088  
 Email: [thejny@rowlett.com](mailto:thejny@rowlett.com)  
 Phone: 972-412-6168

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
972-475-8118		12600334			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
11/05/2025	165			STREET OPERATIONS	
NOTES					
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Concrete for the Liberty Grove Sewer Project	1.000	EACH	\$4,575.00	\$4,575.00
***Note: All items and services to be provided in accordance with terms and conditions of Contract for Services 2025-04-A Concrete Pickup and Delivery Services executed by both parties and the City of Rowlett PO terms and conditions. GL Account: 5318101 - 6701 \$4,575.00 E-SS2154 -BONDREV -CONSTRUCT -LABOR					
GL SUMMARY					
5318101 - 6701		\$4,575.00			

ACCEPTANCE OF THIS PO CONSTITUTES ACCEPTANCE OF THE ATTACHED PURCHASING RIDER

*January M. Alhoun*

Authorized Signature

Total Ext. Price

\$4,575.00

Purchase Order Total

\$4,575.00

**PURCHASING COPY**

**Meeting Date:** 4/7/2026

**Agenda Item:** 5.A.

**Title**

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


**Staff Representative**

Lilyana Morejon, Planner II

**Executive Summary**

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

**Strategic Priority and Goal(s)**

The Strategic Priority	Strategic Goal
 <p><b>STRENGTHEN NEIGHBORHOOD LIVABILITY</b></p>	<p>3.4 Support efficient development patterns and communicate clear policy guidance.            3.5 Ensure that the Comprehensive Plan is observed and followed.</p>

**Background Information**

This public hearing is continued from the March 17, 2026, City Council meeting.

The subject property is 1.47 acres and is part of an approximately 7.73-acre tract zoned PD for manufacturing and commercial uses. Prior to this zoning designation in 2024, the subject property was zoned General Manufacturing (M-2) District. Development on this site has never been realized.

Staff originally noticed this public hearing for April 7, 2026 and it was subsequently re-noticed for March 17, 2026. As a result, the public hearing opened on March 17, 2026, and remained open until April 7, 2026.

At the March 17, 2026 meeting, the City Council advised the applicant to consider pushing the building further back and removing the four parallel parking spaces in the outdoor storage area next to the Caliber Collision building. Following this recommendation, the applicant chose not to modify the building placement. Instead, the applicant updated the landscape plan to show the relocation of the sidewalk into the Right-of-Way (ROW), which was previously located within the property boundary fronting Main Street, this is reflected in Exhibit B. The required 9 ROW trees have been relocated to the proposed 10-foot ROW landscape buffer, reflected in Exhibit C. Because of this change, the request to relocate the 9 ROW trees that were previously proposed within the compatibility buffer is no longer necessary.

At the March 17, 2026 meeting, the applicant also requested a change to the originally proposed period for awaiting vehicle repairs within the outdoor storage area from a minimum of 1 day and a maximum of 7 days to a period not to exceed 30 days.

**SITE DATA**

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

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

**USE OF PROPERTY UNDER CURRENT ZONING**

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

**USE OF PROPERTY UNDER PROPOSED ZONING**

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

**SURROUNDING ZONING AND LAND USES**

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

<b>Table 1: Surrounding Zoning and Land Use Pattern</b>		
<b>Location</b>	<b>Use</b>	<b>Zoning</b>
North	Undeveloped/	PD for C-2 and M-2

	Commercial/Retail Uses	
East	Storage Facility	M-2
West	Residences/Industrial	M-2 and C-2
South	Mix of Residential/ Commercial/Industrial	M-2

**COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USE PATTERN**

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

**Discussion**

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

1. Section 77-303B of the RDC allows outdoor storage by Special Use Permit (SUP). However, the applicant is requesting outdoor storage be permitted outright as part of the PD conditions. Based on the site plan, the outdoor storage is located to the rear of the property and is not visible from Main Street as it will be screened by the primary structure, landscaping and an 8-foot-tall chain-link fence with slats. The proposed heavy vehicle service and repair shop will store vehicles awaiting repair onsite for a minimum of one (1) day and a maximum of seven (7) days and will be made part of the PD conditions.
2. Section 77-507C3(a)(2) of the RDC states that if the proposed development consists of only one building, such building shall be oriented toward the primary abutting street, in this case Main Street. The proposed building faces northwest and not on Main Street. The applicant states that this change in orientation is necessary to accommodate the proposed use. Furthermore, if the building were to face Main Street, the outdoor storage being visible from the public right-of-way. In addition, the applicant has stated that the proposed orientation improves emergency vehicle access by allowing fire lane dimension standard to be met and supports cross-access circulation to adjacent properties.
3. Section 77-400-Dimensional Requirements for Non-Residential Districts and the PD require a 50-foot front building setback from Main Street. The applicant is requesting a reduction of the required setback to 10 feet and has justified the request as necessary to maintain overall site functionality, including providing adequate space for the proposed outdoor storage, customer parking, and required emergency access lanes.
4. The current landscape buffer requirements, as established by the PD, include a

fifteen (15) foot right-of-way (ROW) landscape buffer and a six (6) foot landscape compatibility buffer along the rear and northwest side property lines. The applicant is proposing to reduce these buffer widths to a ten (10) foot ROW landscape buffer, a three (3) foot compatibility buffer along the rear property line, and a four (4) foot compatibility buffer along the northwest side property line. According to the applicant, the proposed modifications are necessary to maintain connections to the existing access easement and to accommodate site improvements while continuing to provide reasonable landscaping throughout the site.

5. Section 77-504D2b(1)(b) requires that trees and shrubs be provided at a rate of one canopy tree per 35 linear feet for ROW buffers and one tree per 50 linear feet for compatibility buffers. Based on the applicant's statement, site limitations prevent compliance with the ROW landscape buffer tree-planting requirement, which would otherwise require nine trees. To mitigate this, the applicant proposes planting seven trees within the compatibility buffer, increasing the planting rate from one tree every 50 feet to one tree every 25 feet. Two additional trees, bringing the total to the required nine, are proposed to be planted at the site's secondary entrance further down Main Street. The applicant is now complying with this requirement.
6. Section 77-506H(c)(1) of the RDC requires a minimum ten (10) foot separation between parking areas and buildings to accommodate sidewalks, landscaping, and other plantings. Along the parking spaces adjacent to the northwest facade, only a five (5) foot separation is provided due to site constraints related to driveway location and drive aisle dimensional requirements. The applicant justifies this deviation by stating that maintaining the full 10-foot separation would reduce the required dimensions for drive aisle width and limit ease of access to the ADA parking space on site. The

### **COMPREHENSIVE PLAN**

The Future Land Use Plan designates the subject property as Retail/Commercial/Office. The Retail/Commercial/Office designation envisions areas that provide goods and services to the public, typically along major thoroughfares and serving nearby residential neighborhoods. Developments may be standalone or part of multi-tenant structures and can include hotels, banks, big-box retailers, restaurants, specialty stores, and salons. Office uses focus on business, professional, or financial services and can range from small neighborhood offices to large regional campuses, with accessory uses such as health or educational facilities, parking, cafeterias, or other employee amenities. Although the heavy vehicle service and repair shop is not consistent with the intent of the Comprehensive Plan's future land use designation it is permitted in the PD. Additionally, outdoor storage is ancillary to the primary use.

**Section 77-805 of the RDC states that the Planning and Zoning Commission shall**

**consider the following when making a recommendation on rezoning requests.**

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

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

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

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

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

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

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.

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

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

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

6. Whether the proposed rezoning will have significant adverse impacts on other

property in the vicinity of the subject tract.

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

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

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

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

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

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

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

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

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

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

## **PLANNING AND ZONING RECOMMENDATION**

This item was presented to the Planning & Zoning Commission for consideration on March 10, 2026. The Commission voted 7–0 to recommend approval, with the condition

that the request to reduce the minimum separation between parking areas and buildings from ten (10) feet to five (5) feet be denied.

The Planning and Zoning Commission meeting may be viewed at the following link: [Mar 10, 2026 Planning and Zoning Commission - Rowlett, TX](#). This request was considered as Item 4A.

**PUBLIC HEARING NOTICES**

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Eleven (11) 200-foot notices and twelve (12) courtesy 500-foot notices were mailed on February 27, 2026 and as of March 6, 2026, Staff has received the following:

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

**Financial/Budget Implications**

N/A

**Recommended Action**

Public Hearing is continued from the March 17, 2026, City Council meeting.

The governing body may take the following actions:

- Approval
- Approval with condition
- Denial

**Attachments**

1. 5A Caliber Collision Attachments



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

January 21, 2026

**Via MyGov Self Service Portal**

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

**RE: Caliber Collision – Letter of Intent**

Dear City of Rowlett:

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

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

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

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

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

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

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

- The proposed rezoning is consistent with the comprehensive plan in that a Planned Development already serves the site. The proposed development will bring Rowlett’s residents a new service that is consistent with what is permissible by right under the existing Planned Development District Standards. Therefore, an amendment to the existing Planned Development is appropriate for this development.

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

- The proposed rezoning will not negatively impact the health, safety, morals, or general welfare of the public.

**4. *Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintain sufficient levels of service to existing development. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.***

- On-site water and sanitary sewer services are understood to be appropriate for this development per the Will-Serve Letter provided by Rowlett Public Works dated March 11<sup>th</sup>, 2025.
- Other required service providers are similarly understood to be available to provide franchise utility services.
- Existing access via Main Street is anticipated to be appropriate for the traffic requirements of this development.

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

- The proposed rezoning will have no impact on the existing environment.

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

- The proposed rezoning will have no significant adverse impacts on other property in the vicinity of the subject tract.

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

- The existing Planned Development Zoning allows “vehicle service and repair, heavy” uses under the directive that all General Manufacturing District (M-2) shall be allowed under the existing Planned Development. The proposed PD amendment will continue to allow for these uses in conjunction with outdoor storage.

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

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

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

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

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

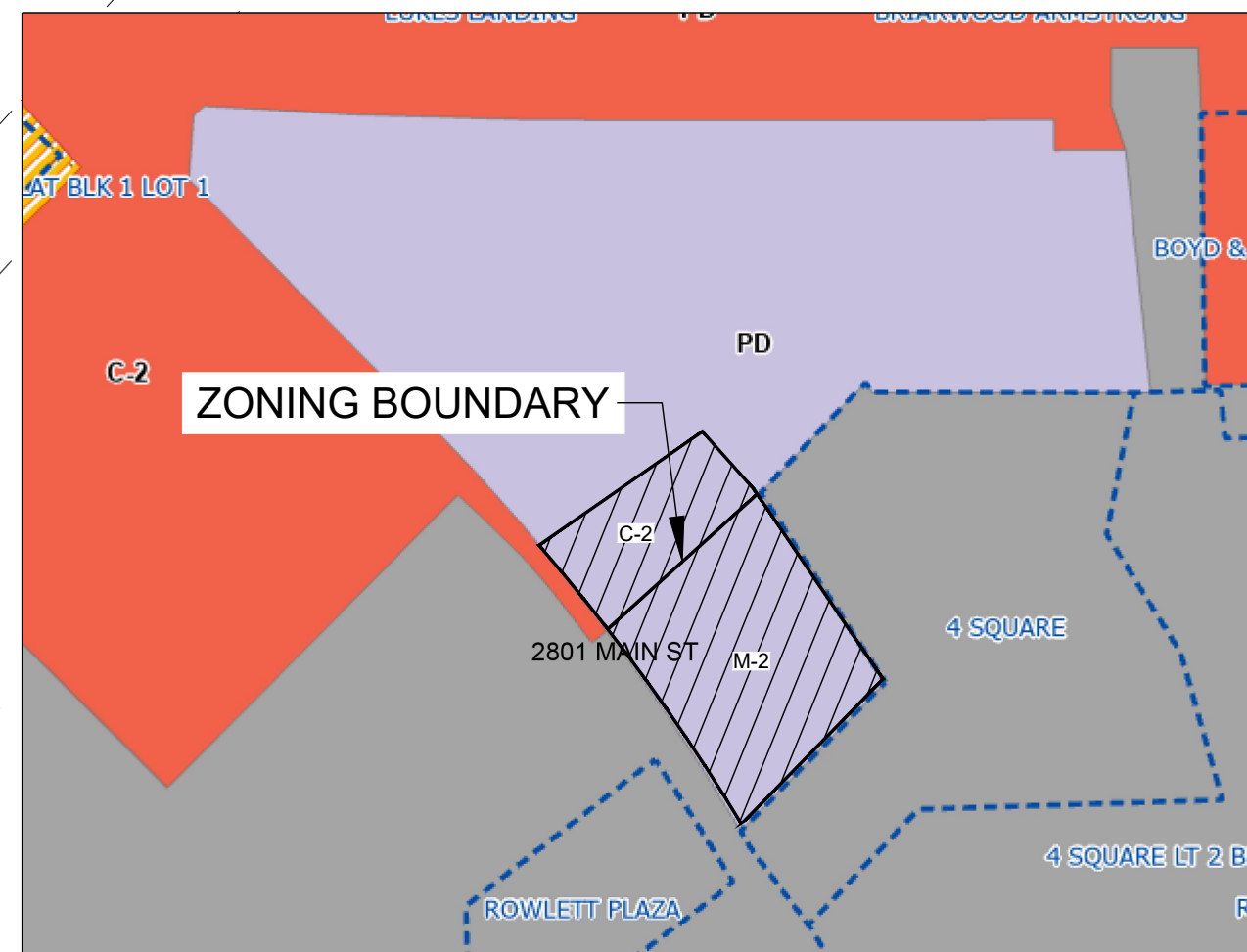
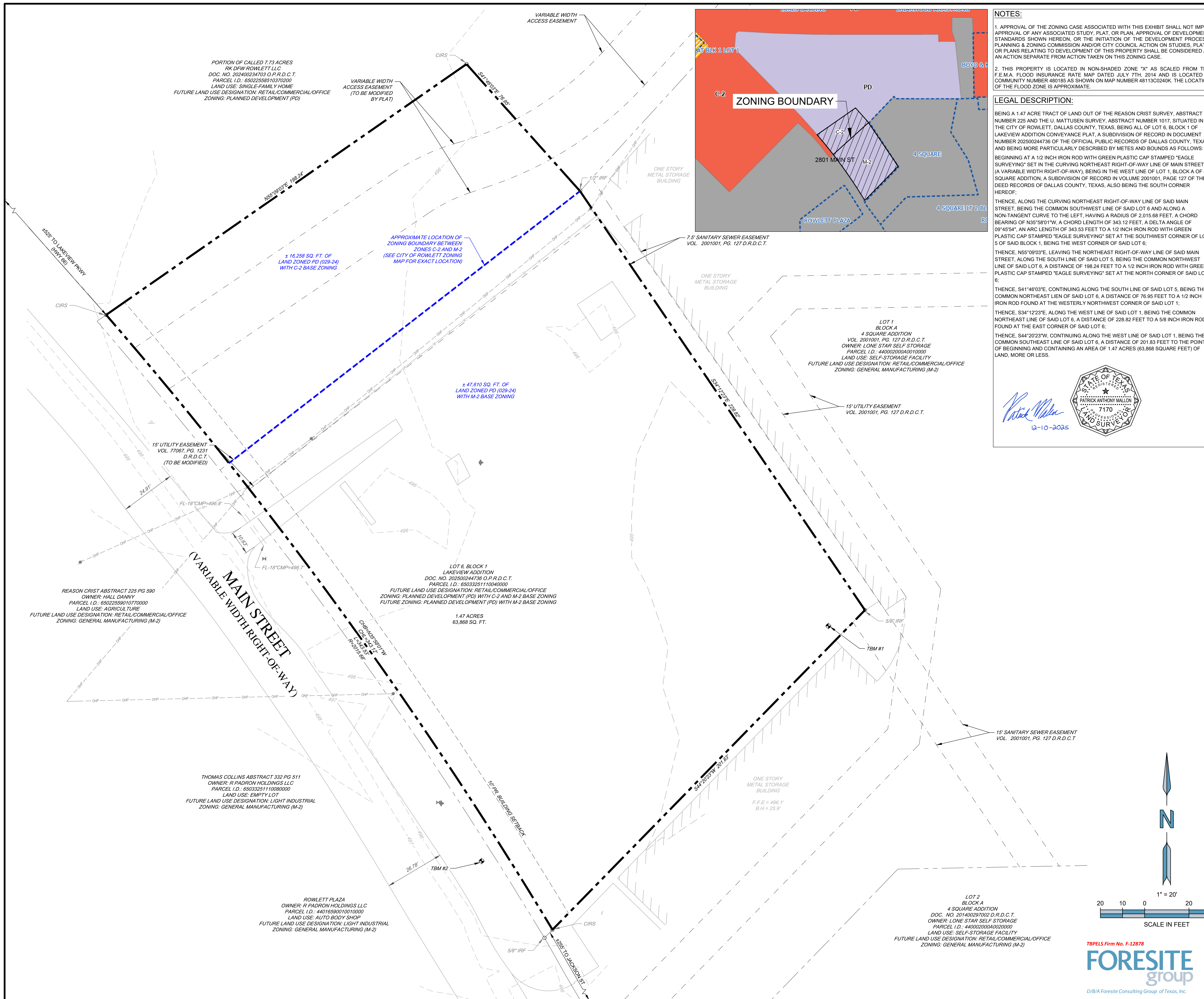
- The overall development is suited to meet the needs of future development and is fitting with the current surroundings.

Thank you for your time and consideration.

Sincerely,  
**FORESITE GROUP, LLC**

A handwritten signature in black ink, appearing to read "DN" with a horizontal line extending to the right.

**David Norris, PE**  
Regional Leader



**NOTES:**

- APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.
- THIS PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JULY 7TH, 2014 AND IS LOCATED IN COMMUNITY NUMBER 480185 AS SHOWN ON MAP NUMBER 48113C0240K. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE.

**LEGAL DESCRIPTION:**

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

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

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

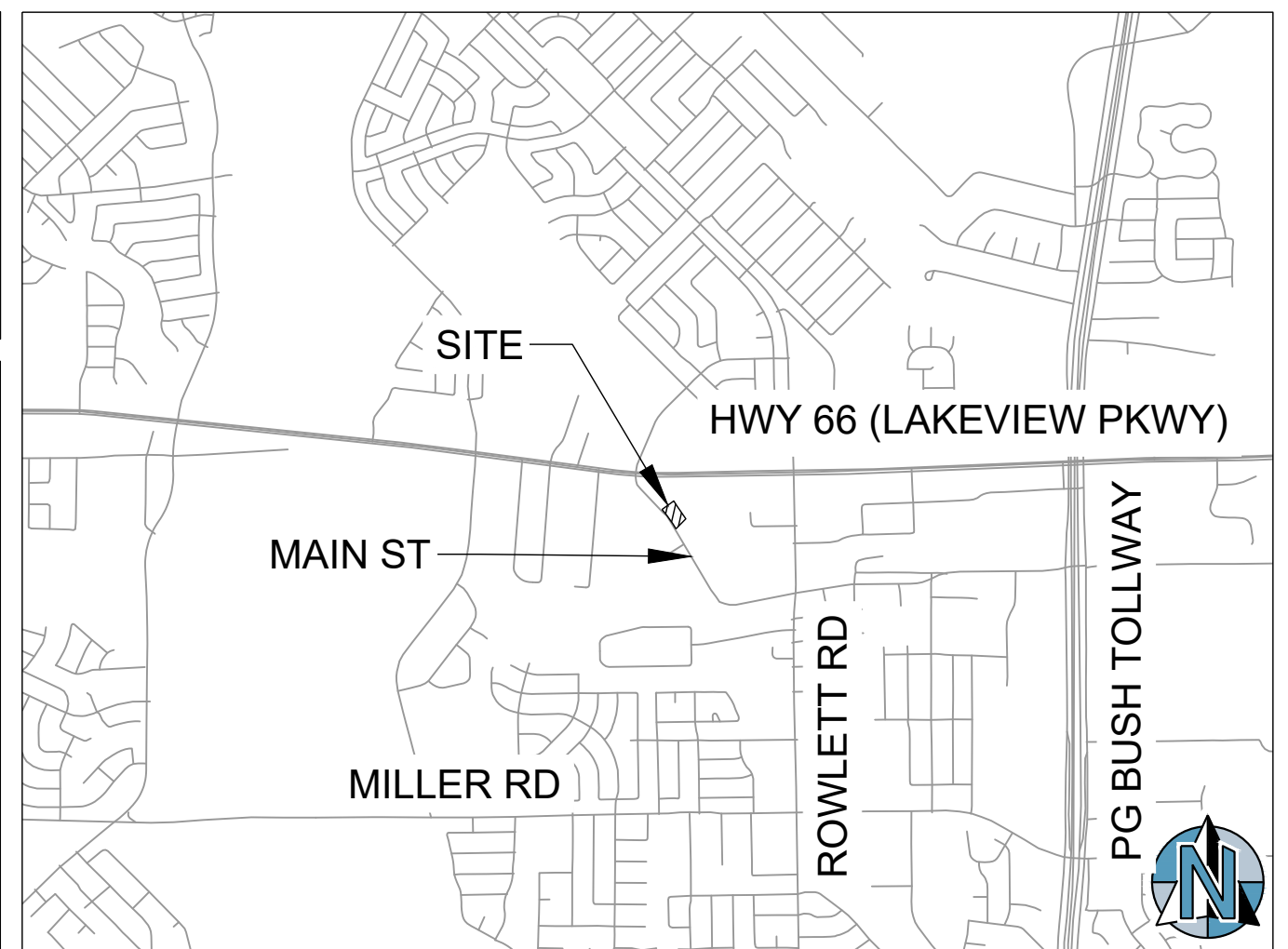
THENCE, N55°09'03"E, LEAVING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHWEST LINE OF SAID LOT 6, A DISTANCE OF 198.24 FEET TO A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE NORTH CORNER OF SAID LOT 6;

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

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

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

*[Signature]*  
12-10-2025



VICINITY MAP  
NOT TO SCALE

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

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

**EXHIBIT C - EXISTING SITE CONDITIONS**

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

SUBMITTED: 09 JANUARY 2026

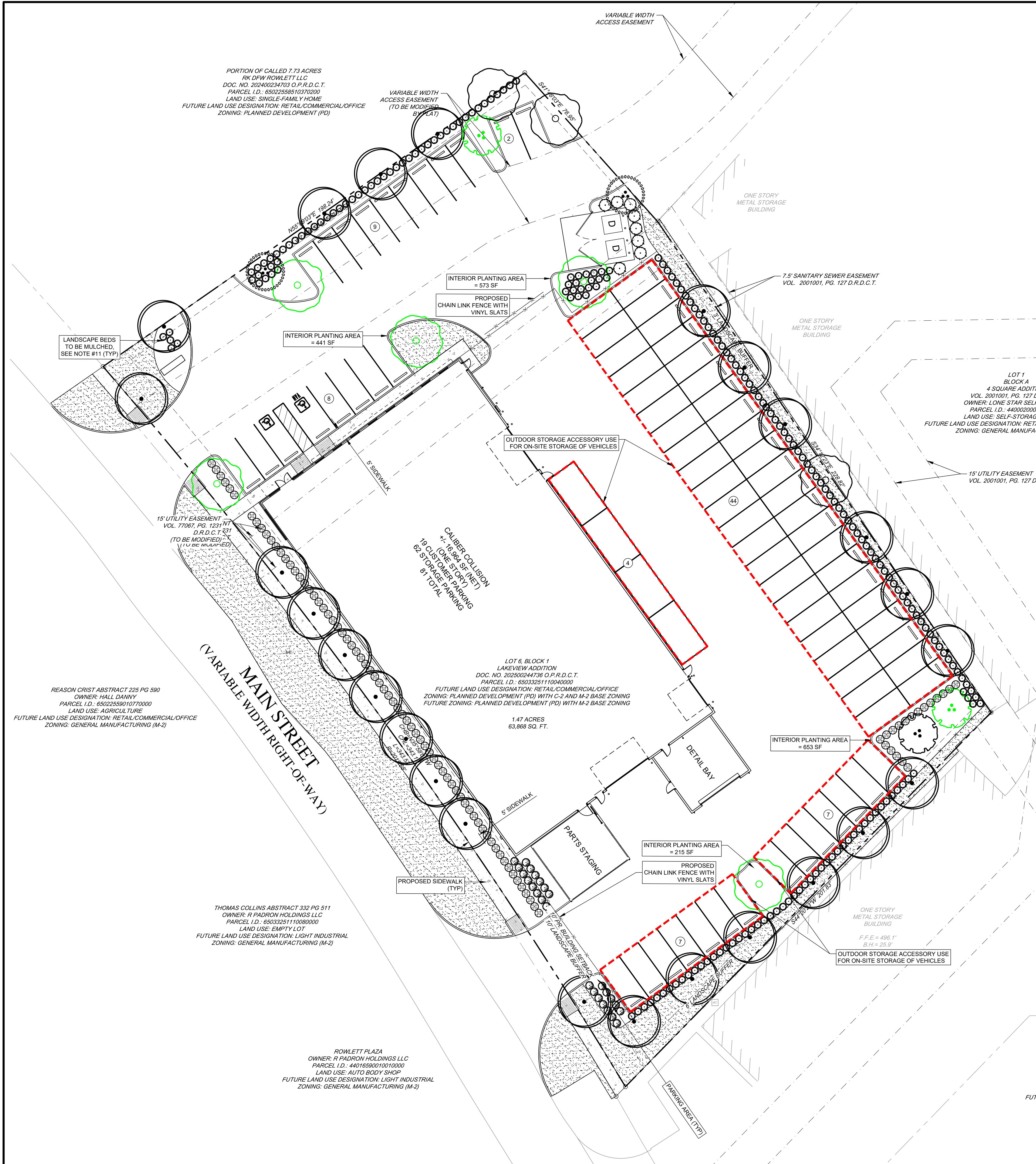
**ENGINEER:**  
FORESITE GROUP, LLC  
4925 GREENVILLE AVE., SUITE 480  
DALLAS, TX 75206  
(214) 939-1123  
CONTACT: MR. DAVID NORRIS, P.E.

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

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







**GENERAL LANDSCAPE NOTES:**

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



PROJECT SITE DATA	
<b>GENERAL</b>	
PROJECT NAME:	CALIBER COLLISION ROWLETT
PROPOSED USE:	AUTOMOBILE REPAIR FACILITY
EX FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
PR FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
EXISTING ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
PROPOSED ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
APPLICABLE OVERLAYS:	N/A
APPRAISAL DISTRICT NUMBER:	65033251110040000
<b>BUILDING</b>	
TOTAL GROSS INTENSITY (FAR):	0.266 : 1
BUILDING TOTAL SQUARE FOOTAGE:	+/- 16,964 S.F.
COMMERCIAL AREA:	OFFICE: +/- 2,021 S.F.
	HEAVY VEHICLE REPAIR: +/- 14,696 S.F.
BUILDING HEIGHT:	26 FT
<b>OVERALL SITE</b>	
GROSS SITE AREA:	1.47 AC.
SITE FRONTAGE:	343.53 FT
SITE WIDTH:	4 SPACES / 300 SF
SITE DEPTH:	198.24 FT
IMPERVIOUS SURFACE AREA:	(86%) 1.26 AC.
PERVIOUS SURFACE AREA:	(14%) 0.21 AC.
ACCESSORY USE % (OUTDOOR STORAGE):	(14%) 0.21 AC.
OPEN SPACE:	(18%) 0.26 AC.
DETENTION/RETENTION:	(0%) 0 AC.
RECREATION:	(0%) 0 AC.
PRESERVE:	(0%) 0 AC.
CIVIC:	(0%) 0 AC.
OTHER:	(0%) 0 AC.

PLANT SCHEDULE					
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	HT. MIN.
3	3	CERCIS CANADENSIS TEXENSIS 'OKLAHOMA' / OKLAHOMA TEXAS REDBUD ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.
2	2	PRUNUS MEXICANA / MEXICAN PLUM ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.
25	25	QUERCUS SHUMARDII / SHUMARD RED OAK CANOPY	B & B	3" CAL	12' HT. MIN.
6	6	ULMUS CRASSIFOLIA / CEDAR ELM CANOPY	B & B	3" CAL	12' HT. MIN.
SHRUBS					
26	26	ILEX VOMITORIA 'NANA' / DWARF YAUPON HOLLY	7 GAL	24" HT. MIN.	36" o.c.
8	8	ILEX X 'CONAF' / OAK LEAF™ HOLLY	7 GAL	24" HT. MIN.	60" o.c.
88	88	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE	3 GAL	24" HT. MIN.	36" o.c.
199	199	MYRTLE CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE	3 GAL	24" HT. MIN.	36" o.c.
SOD/SEED					
5,521 SF		CYNODON DACTYLON TIF 419 / BERMUDA GRASS	SOD		

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

SITE PARKING				
BUILDING SPACE	BUILDING AREA	PARKING RATIO	REQUIRED PARKING	PROPOSED REQUIREMENT
OFFICE	+/- 2,021 S.F.	1 SPACE PER 300 SF	7 SPACES	7 SPACES
HEAVY VEHICLE REPAIR	+/- 14,696 S.F.	1 SPACE PER SERVICE BAY	16 SPACES	12 SPACES

LEGEND	
	PROPERTY LINE
	DEED RECORDS DALLAS COUNTY TEXAS
	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
	SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS - TREE

**LANDSCAPE REQUIREMENTS**

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

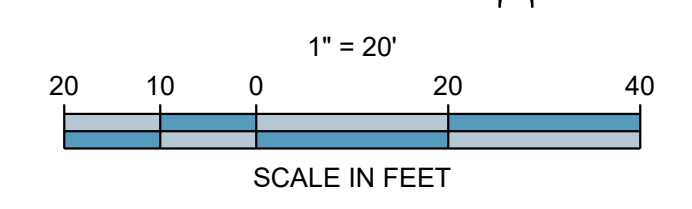
BUFFER AREAS					
LOCATION	NORTH	SOUTH	EAST	WEST	
ZONE	M-2 (GENERAL MANUFACTURING)	R.O.W. (MAIN STREET)	M-2 (GENERAL MANUFACTURING)	PD (PLANNED DEVELOPMENT)	
BOUNDARY LENGTH TOTAL LINEAL FEET	350	354	202	199	
BOUNDARY LENGTH TO ACCESSWAYS LINEAL FEET	29	39	NO ACCESSWAYS	NO ACCESSWAYS	
BOUNDARY LENGTH TO ACCESSWAYS LINEAL FEET	261	209	202	199	
CANOPY TREES REQ. / PROP.	6/18	6/18	6/18	6/18	
UNDERSTORY ORNAMENTAL TREES REQ. / PROP.	0/0	NOT PERMITTED	0/0	0/0	
SHRUBS REQ. / PROP.	94/184	91/181	97/187	94/184	

SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS  
 TOTAL PARKING AREA = 33,048 SF  
 5% OF TOTAL PARKING AREA SHALL BE DEVOTED TO LIVING LANDSCAPE.  
 LIVING LANDSCAPE INCLUDES GRASS, GROUNDCOVERS, SHRUBS, TREES.  
 1 TREE / PARKING ISLAND.  
 1 TREE / 400 SF OF LIVING LANDSCAPING. IN ADDITION TO PARKING LOT ISLAND TREES, 75% TO BE CANOPY TREES.

33,048 SF X 5% = 1,652 SF OF LIVING LANDSCAPE REQUIRED  
 1,667 SF OF LIVING LANDSCAPE PROPOSED

1 TREE X 7 ISLANDS = 7 PARKING ISLAND TREES REQUIRED  
 7 PARKING ISLAND TREES PROPOSED

1,632 SF / 400 SF = 4.08  
 5 LIVING LANDSCAPE TREES REQUIRED  
 5 LIVING LANDSCAPE TREES PROPOSED (4 CANOPY TREES + 3 ORNAMENTAL TREES)



TPBELS Firm No. F-12878  
**FORESITE** group  
 D/B/A ForeSite Consulting Group of Texas, Inc.

**EXHIBIT F - LANDSCAPE PLAN**

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

SUBMITTED: 31 MARCH 2026

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

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

**SURVEYOR:**  
 EAGLE SURVEYING  
 222 S ELM STREET, SUITE 200  
 DENTON, TX 76201  
 (840) 222-3009

REVISIONS PER DEVELOPMENT REVIEW COMMENTS	no.	date	revision descriptions

12.12.25

**CALIBER COLLISION**

2801 MAIN STREET  
ROWLETT, ROCKWALL COUNTY, TX 75088

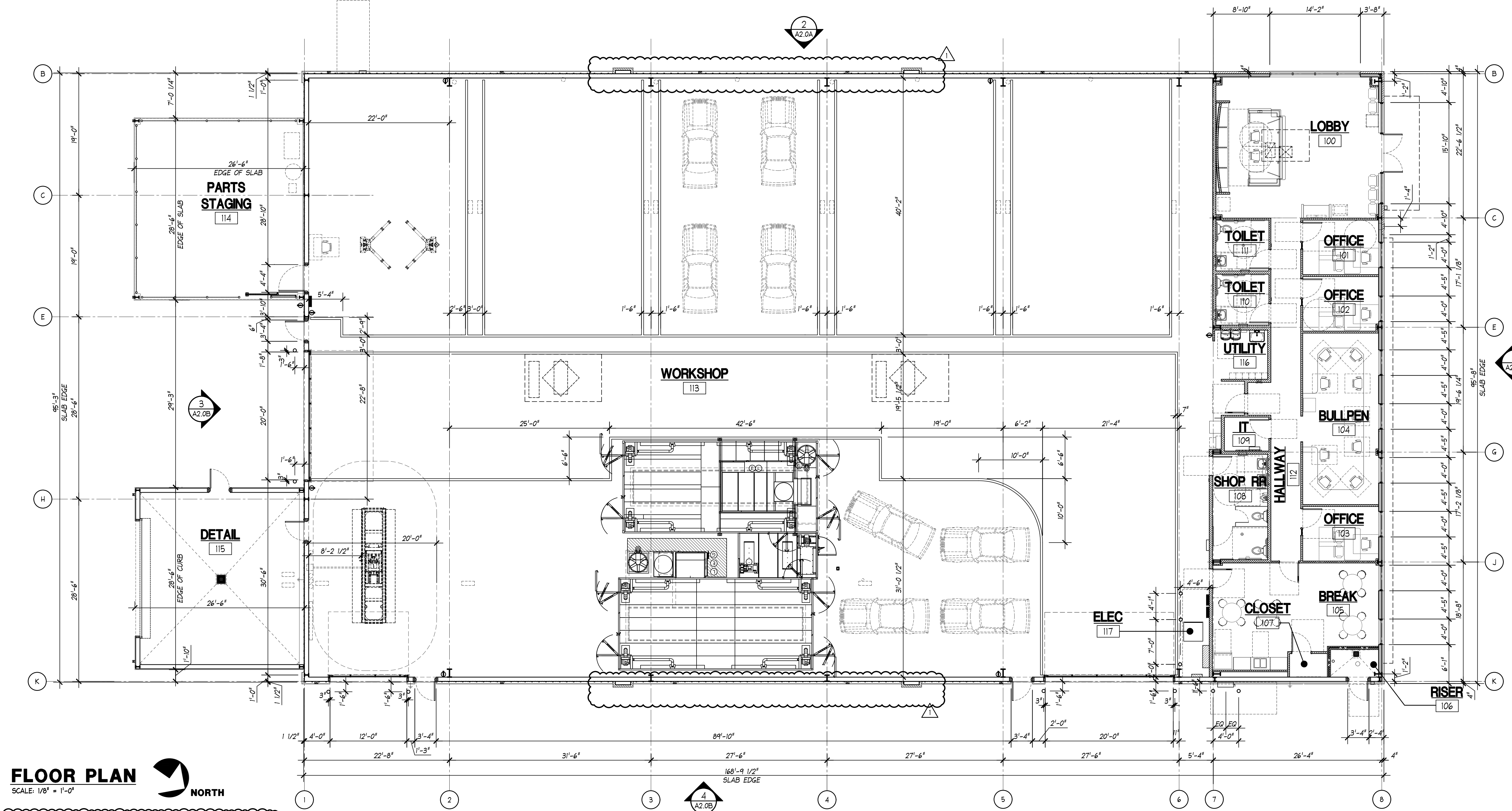
A 1.56 ACRE TRACT OF OUT REASON CRIST SURVEY, ABSTRACT NO. 1017,  
NO. 225 AND THE U. MATTUSEN SURVEY, ABSTRACT NO. 1017,  
CITY OF ROWLETT, DALLAS COUNTY, TEXAS

11.03.25  
date

25011  
comm. no.

FLOOR PLAN  
AND DIMENSIONS

A1.0



**FLOOR PLAN**  
SCALE: 1/8" = 1'-0"  
NORTH

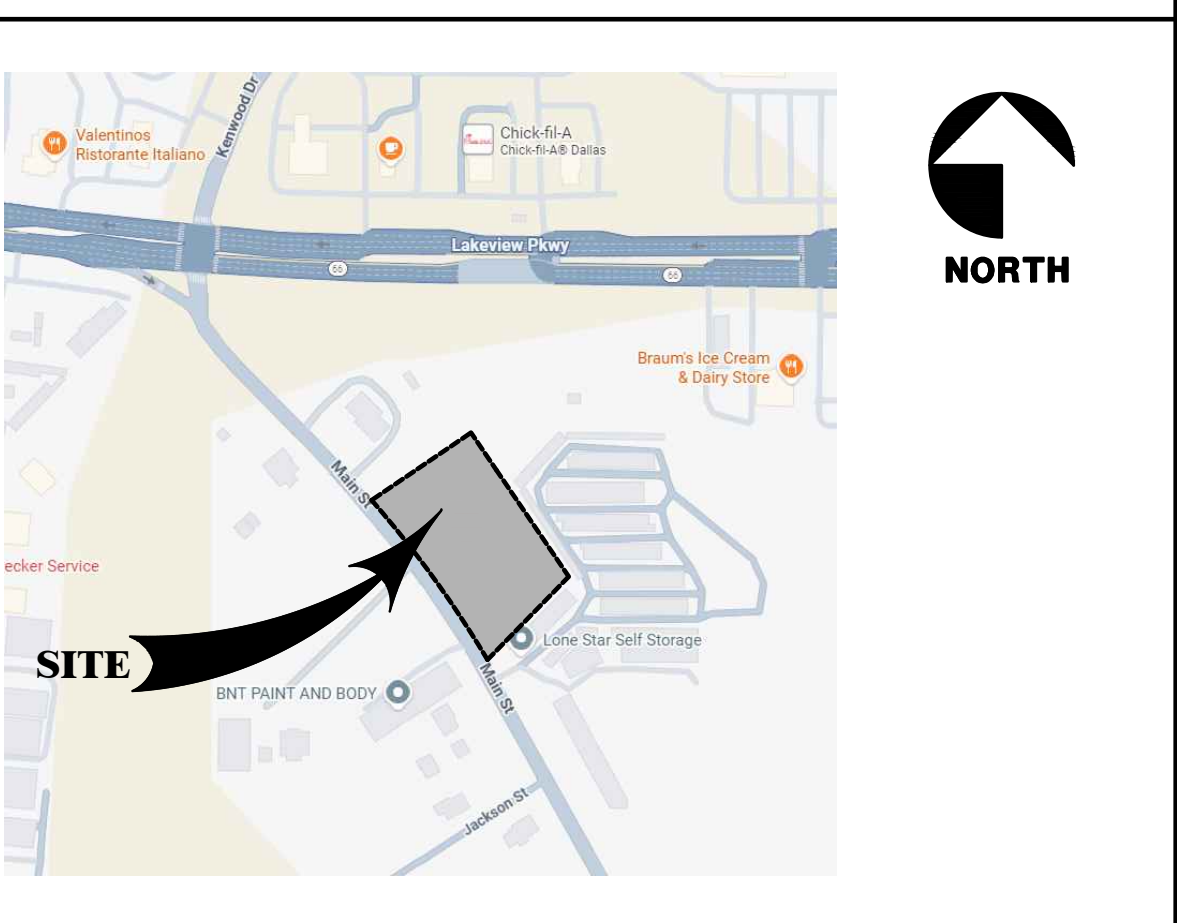
NOTE: SAND OIL SEPARATE FOR FLOOR DRAINS AND ANY PARTS CLEANING SINKS WILL BE ACCOUNTED FOR ON THE CIVIL AND MEP DRAWINGS ISSUED FOR PERMIT.

NOTE: REFER TO EXTERIOR ELEVATIONS FOR DIMENSIONS PERTAINING TO WALL ARTICULATION TO ADDRESS BLANK WALL GREATER THAN 100'

**SHEET INDEX FOR EXHIBIT G**

SHT. NO.	DRAWING TITLE	REVISION LOG
A1.0	FLOOR PLAN AND DIMENSIONS	● INDICATES SHEETS AFFECTED
A1.1	DUMPSTER ENCLOSURE PLAN, ELEVATIONS AND NOTES	▲
A1.2	ROOF PLAN AND NOTES	▲
A2.0A	COLORLED ELEVATIONS, MATERIAL BOARD AND NOTES	●
A2.0B	COLORLED ELEVATIONS, MATERIAL BOARD AND NOTES	●
A3.0	SIMILAR PROJECT PHOTOS	●
A4.0	ADJACENT PROPERTY PHOTOS	●

**LOCATION MAP**  
SCALE: N.T.S.



**EXHIBIT G - BUILDING FACADE PLAN**



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

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

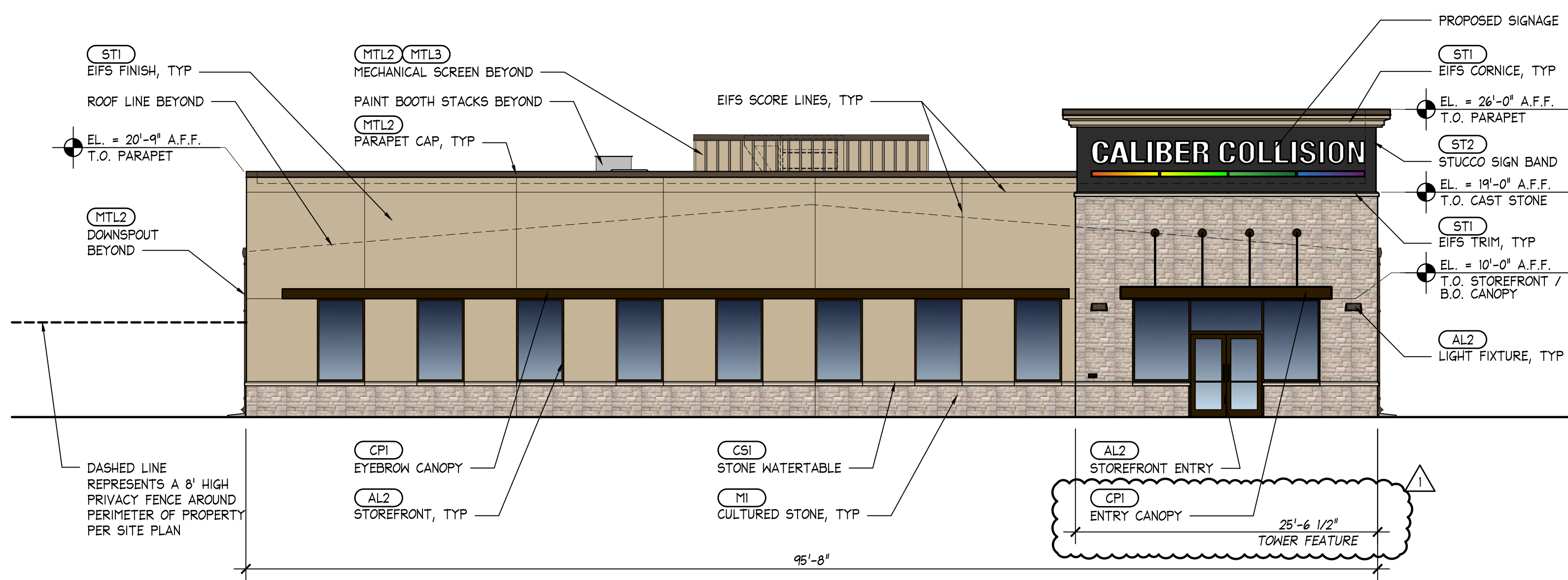
TO THE BEST OF THE KNOWLEDGE  
 OF THE ARCHITECTS AND  
 ENGINEERS, SAID PLANS AND  
 SPECIFICATIONS COMPLY WITH THE  
 APPLICABLE MINIMUM BUILDING  
 CODES AND THE APPLICABLE  
 MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER  
 TX License No. 16967  
 seal

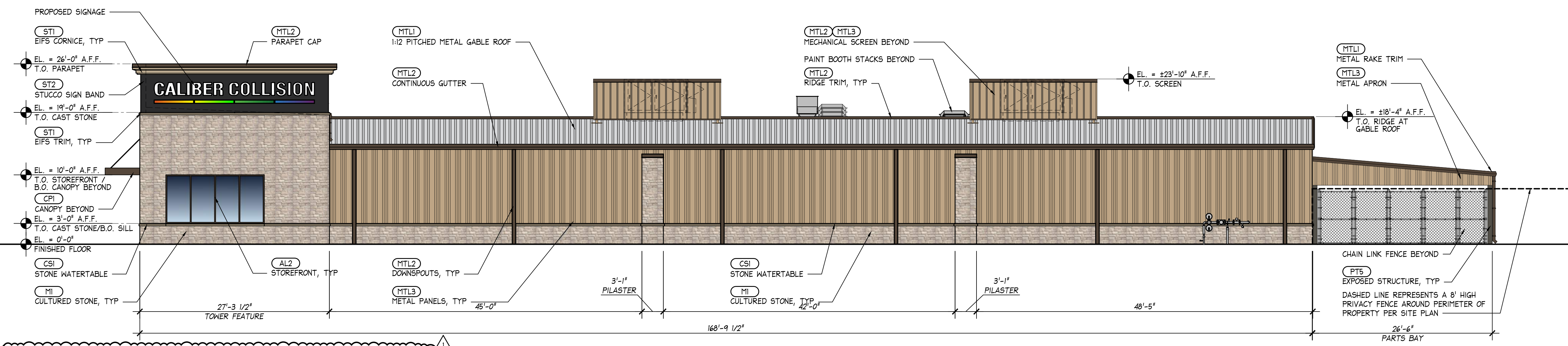
REVISIONS PER DEVELOPMENT REVIEW COMMENTS	no.	date	revision descriptions
12.12.25			

**CODE OF ORDINANCES - SECTION 77-507**

- C.1 FACADE PLAN REQUIRED**
- (a) COMPLY. SHEET A1.0 SHOWS THE APPLICABLE FLOOR PLAN VIEW. SHEET(S) A2.0A AND A2.0B SHOW THE APPLICABLE ELEVATION VIEWS AS REQUESTED
  - (b) COMPLY. SHEET(S) A2.0A AND A2.0B PROVIDE AN EXTERIOR FINISH SCHEDULE AND MATERIAL LEGEND LISTING ALL MATERIAL TYPES, FINISH AND COLORS FOR ALL EXTERIOR ELEMENTS AS REQUESTED
- C.2 BUILDING MATERIALS**
- MATERIAL CALCULATIONS NO LONGER APPLICABLE.
- C.3 BUILDING ORIENTATION**
- (a)(3) COMPLY. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
  - (a)(4) COMPLY. ALL FUNCTIONS NOT DIRECTLY SERVING THE PUBLIC ARE LOCATED BEHIND A 8 FOOT HIGH PRIVACY FENCE. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
- C.4(b)(1) WALL ARTICULATION - COMPLY**
- (1) STREET FACING FACADE(S) PROVIDE A CHANGE IN TEXTURE, AND MATERIAL AT STONE, STUCCO AND ARCHITECTURAL METAL PANELING WHERE APPLICABLE AT NO SPECIFIC LENGTH
  - (v) STREET FACING FACADE(S) PROVIDE A HORIZONTAL AND VERTICAL BREAK AT STONE CONDITION AT NO SPECIFIC LENGTH
- C.4(c) ENTRANCES - COMPLY**
- (1) STREET FACING FACADES ARE PROVIDED WITH CANOPIES
  - (3) STREET FACING FACADE(S) ARE PROVIDED WITH RECESSES OR PROJECTIONS AT ENTRY TOWER
  - (9) STREET FACING FACADE(S) ARE PROVIDED WITH ARCHITECTURAL MOLDINGS INTEGRATED INTO THE BUILDING DESIGN VIA PARAPET MOLDINGS
- C.4(d) HEIGHT TRANSITIONS - COMPLY**
- C.4(e) ROOFS - COMPLY.**
- (1)(b) A PARAPET WALL WITH AT LEAST ONE CHANGE IN HEIGHT IS UTILIZED TO CONCEAL THE FLAT ROOF OVER THE OFFICE. THE REMAINDER OF THE ROOF OVER THE SHOP AREA IS A GABLE TYPE AND COMPLIES WITH A SLOPE NOT TO EXCEED 8:12 (PER 1)(a)).
- C.4(f) GROUND FLOOR TREATMENT - COMPLY**
- C.4(g) FOUR-SIDED DESIGN - COMPLY.** THE TWO STREET FACING FACADE(S) PROVIDE SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL INTEREST WITH SIMILAR VARIETIES OF MATERIALS, TRIM AND HORIZONTAL AND VERTICAL ARTICULATION WITH THE VARIOUS GLAZING, TRIM, STONE, STUCCO AND ARCHITECTURAL PANELING PROVIDED.
- C.4(j) MULTIPLE BUILDINGS IN COMMERCIAL CENTERS - COMPLY.** THE MATERIAL AND COLOR SCHEME OF THE PROPOSED PROJECT IS COMPATIBLE WITH OVERALL DEVELOPMENT PER THE EXTERIOR ELEVATION MATERIAL EXHIBIT PROVIDED AS PART OF THE ORD-024-24 DOCUMENTS.
- SCREENING**
- DUMPSTER ENCLOSURE WILL BE SPLIT-FACED MASONRY CONSTRUCTION PAINTED TO MATCH THE BUILDING FACADE. REFER TO SHEET A1.1 FOR ADDITIONAL INFORMATION
- ROOF MOUNTED MECHANICAL EQUIPMENT WILL BE HIDDEN FROM PUBLIC VIEW UTILIZING SCREEN WALLS CONSISTENT OF ARCHITECTURAL METAL PANELING TO MATCH THE BUILDING FACADE
- ROAD SIGN**
- PLEASE REFER TO THE CIVIL SITE PLAN FOR PROPOSED LOCATION AND THE SIGN PACKET FOR DESIGN INFORMATION



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



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

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

**EXTERIOR FINISH SCHEDULE**

FINISH KEY	DESCRIPTION	LOCATION	MANUFACTURER	PRODUCT COLOR	IDENTIFICATION / FINISH	CONTACT
AL2	STOREFRONT SYSTEM	OFFICE EXTERIOR	KAWNEER OR APPROVED EQUAL	DARK ANODIZED BRONZE	2" X 4-1/2" ALUMINUM FRAME	
CSI	SILL / WATERTABLE	OFFICE EXTERIOR	CORONADO STONE OR EL DORADO STONE	CORONADO - OFF WHITE EL DORADO - BUCKSKIN	REFER TO SPECS-047300	
CPI	CUSTOM CANOPY	LOBBY ENTRANCE	ARCHITECTURAL FABRICATORS	DARK BRONZE	HELIOS 399 X 446	ARCH. FABRICATORS 1-800-962-8027
GR2	EXTERIOR MASONRY MORTAR	STONE VENEER	SGS-SOLOMON COLORS INC.	10X BUFF	TYPE S MORTAR	BART SNOWDEN 214-794-9159
MI	MANUFACTURED STONE VENEER	EXTERIOR FACADE	EL DORADO OR LISTED ALT	EL DORADO - CASA BLANCA	EL DORADO OR LISTED ALT REFER TO SPECS-047300	KATHY MANNON KMANNON@ESTLAKELAKE.COM
PT3	EXTERIOR PAINT	EXTERIOR DOOR PAINT	SHERWIN WILLIAMS	NOMADIC DESERT	SW 6107	BRETT C. HUCKLEBURY 214-728-6696
PT5	EXTERIOR PAINT	EXTERIOR EXPOSED STEEL	SHERWIN WILLIAMS	URBANE BRONZE	SW 7048-EXTERIOR LOW SHEEN-UDB	BRETT C. HUCKLEBURY 214-728-6696
PT11	EXTERIOR PAINT	SIGNBAND, AND DUMPSTER ENCL. INTERIOR	SHERWIN WILLIAMS	TRICORN BLACK (EGGSHELL FINISH)	SW 6258	BRETT C. HUCKLEBURY 214-728-6696
ST1	EIFS	EXTERIOR FACADE	DRYVIT	CUSTOM INTEGRAL COLOR- MATCH SW 6107 NOMADIC DESERT	SHEEN: EGGSHELL TEXTURE; SAND PEBBLE w/MID BASE	
ST2	STUCCO	EXTERIOR SIGNBAND WALL	DRYVIT	CUSTOM INTREGAL COLOR- MATCH SW 6258 TRICORN BLACK	SHEEN: EGGSHELL TEXTURE; SAND PEBBLE	
MTL1	MTL ROOFING	SHOP ROOF / OFFICE ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SRI:86)	24G BATTEN LOCK	METAL BLDG SUPPLIER
MTL2	GUTTERS, DOWNSPOUTS, RAKES & PARAPET WALL CAPS	EXTERIOR	MESCO BLDG SOLUTIONS	BURNISHED SLATE	26G	METAL BLDG SUPPLIER
MTL3	PBR PANELS AND TRIM	SHOP EXTERIOR SIDING, ROOF SCREENS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL4	PBR PANELS AND TRIM	REAR SIDE OF PARAPETS	MESCO BLDG SOLUTIONS	SADDLE TAN	26G	METAL BLDG SUPPLIER
MTL5	MTL ROOFING	WASH/PARTS BAY ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR-71 SRI:86)	26G PBR AT SHOP ROOF	METAL BLDG SUPPLIER

**MATERIAL BOARD**

**MANUFACTURED STONE VENEER**

**PAINT/EIFS/STUCCO/METAL COLORS**

ST1, PT3, PT5, ST2, PT11, MTL1, MTL2, MTL3, MTL4

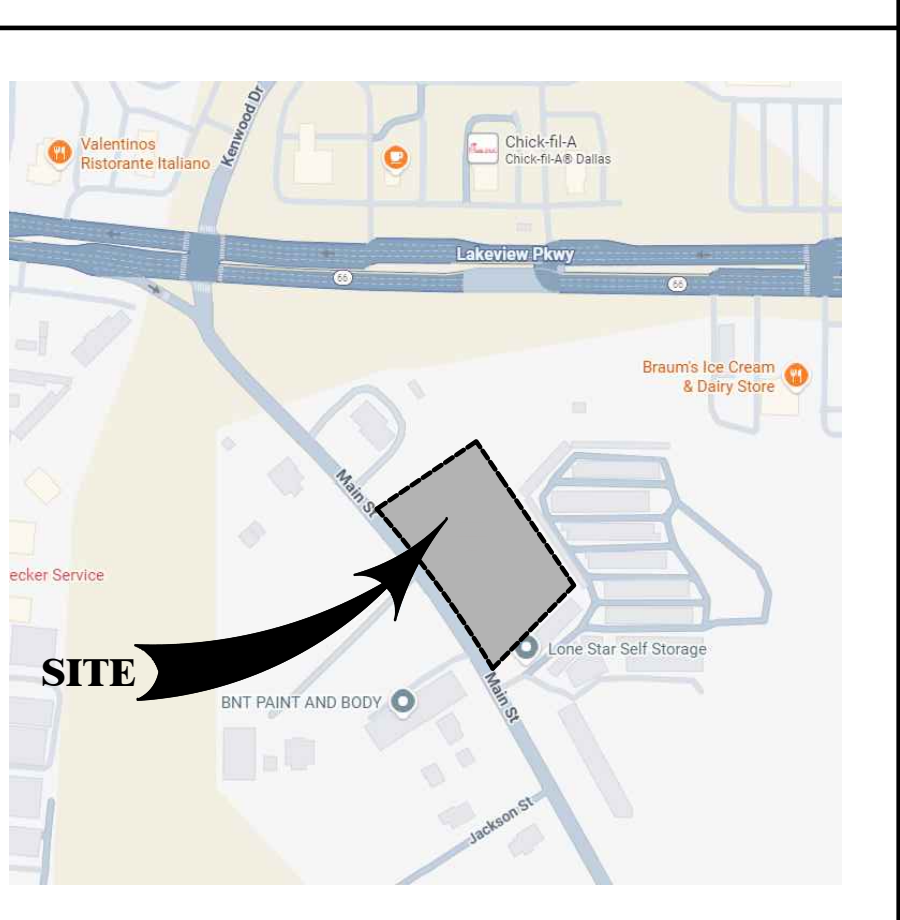
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ACTUAL COLOR APPEARANCE MAY VARY BASED ON GLOSS, TEXTURE, SIZE & SHAPE OF AREA, ETC. G.C. SHALL PROVIDE ACTUAL PAINT APPLICATIONS FOR APPROVAL PRIOR TO COMMENCEMENT OF PAINT / FINISHING WORKS

**FACADE PLAN NOTES**

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE AN APPROVAL BY DEVELOPMENT SERVICES.
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- AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.

**LOCATION MAP** SCALE: N.T.S.



**EXHIBIT G - BUILDING FACADE PLAN**

**CALIBER COLLISION**

2801 MAIN STREET  
 ROCKWALL COUNTY, TX 75088

A 1.56 ACRE TRACT OF OIT BEASON CRIST SURVEY, ABSTRACT NO. 225 AND THE U. MATTIJSSEN SURVEY, ABSTRACT NO. 1017.  
 CITY OF ROWLETT, DALLAS COUNTY, TEXAS

11.03.25  
 date

25011  
 comm. no.

COLORED ELEV.,  
 MATERIAL BOARD AND NOTES

A2.0A



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

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

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

GUY F. FABER  
TX License No. 16967  
seal

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

**CALIBER COLLISION**  
2801 MAIN STREET  
ROWLETT, ROCKWALL COUNTY, TX 75088  
A 1.56 ACRE TRACT OF OUT BEASON CRIST SURVEY, ABSTRACT NO. 225 AND THE U. MATTUSEN SURVEY, ABSTRACT NO. 1017.  
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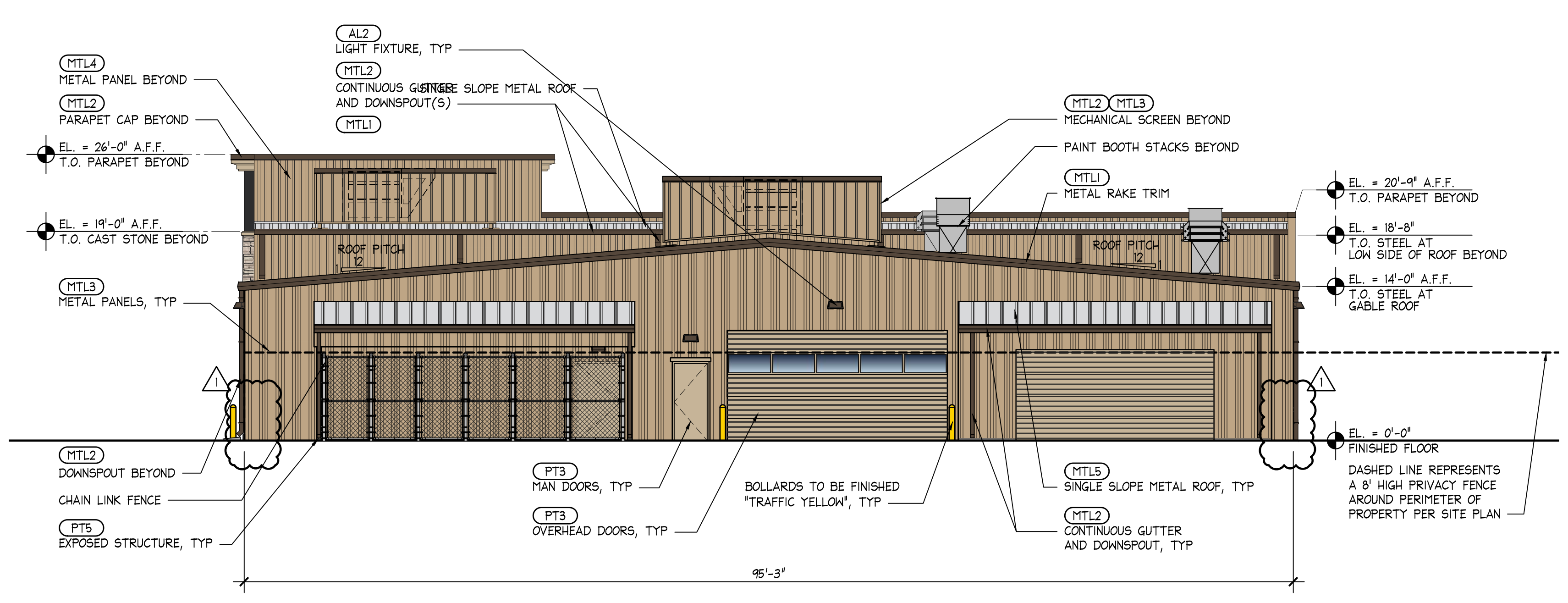
11.03.25  
date  
25011  
comm. no.

COLORED ELEV.,  
MATERIAL  
BOARD AND NOTES

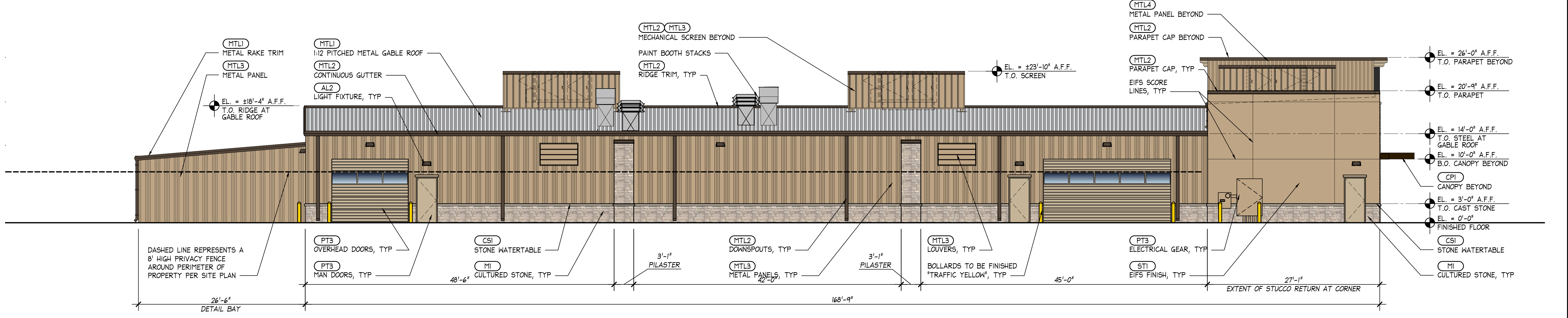
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**CODE OF ORDINANCES - SECTION 77-507**

- C.1 FACADE PLAN REQUIRED**
- (a) COMPLY. SHEET A1.0 SHOWS THE APPLICABLE FLOOR PLAN VIEW. SHEET(S) A2.0A AND A2.0B SHOW THE APPLICABLE ELEVATION VIEWS AS REQUESTED
  - (b) COMPLY. SHEET(S) A2.0A AND A2.0B PROVIDE AN EXTERIOR FINISH SCHEDULE AND MATERIAL LEGEND LISTING ALL MATERIAL TYPES, FINISH AND COLORS FOR ALL EXTERIOR ELEMENTS AS REQUESTED
- C.2 BUILDING MATERIALS**
- (a)(3) COMPLY. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
  - (a)(4) COMPLY. ALL FUNCTIONS NOT DIRECTLY SERVING THE PUBLIC ARE LOCATED BEHIND A 8 FOOT HIGH PRIVACY FENCE. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
- C.3 BUILDING ORIENTATION**
- (a)(3) COMPLY. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
  - (a)(4) COMPLY. ALL FUNCTIONS NOT DIRECTLY SERVING THE PUBLIC ARE LOCATED BEHIND A 8 FOOT HIGH PRIVACY FENCE. REFER TO CIVIL PROVIDED EXHIBITS FOR COMPLIANCE
- C.4(b)(1) WALL ARTICULATION - COMPLY**
- (1) STREET FACING FACADE(S) PROVIDE A CHANGE IN TEXTURE, AND MATERIAL AT STONE, STUCCO AND ARCHITECTURAL METAL PANELING WHERE APPLICABLE AT NO SPECIFIC LENGTH
  - (v) STREET FACING FACADE(S) PROVIDE A HORIZONTAL AND VERTICAL BREAK AT STONE CONDITION AT NO SPECIFIC LENGTH
- C.4(c) ENTRANCES - COMPLY**
- (1) STREET FACING FACADES ARE PROVIDED WITH CANOPIES
  - (3) STREET FACING FACADE(S) ARE PROVIDED WITH RECESSES OR PROJECTIONS AT ENTRY TOWER
  - (9) STREET FACING FACADE(S) ARE PROVIDED WITH ARCHITECTURAL MOLDINGS INTEGRATED INTO THE BUILDING DESIGN VIA PARAPET MOLDINGS
- C.4(d) HEIGHT TRANSITIONS - COMPLY**
- C.4(e) ROOFS - COMPLY.**
- (1)(b) A PARAPET WALL WITH AT LEAST ONE CHANGE IN HEIGHT IS UTILIZED TO CONCEAL THE FLAT ROOF OVER THE OFFICE. THE REMAINDER OF THE ROOF OVER THE SHOP AREA IS A GABLE TYPE AND COMPLIES WITH A SLOPE NOT TO EXCEED 8:12 (PER (1)(a)).
  - (1)(d) ALL ROOFTOP EQUIPMENT IS SCREENED FROM PUBLIC VIEW VIA A SEPARATE SCREEN WALL AS DEPICTED ON THE PROPOSED ROOF PLAN AND EXTERIOR ELEVATIONS.
- C.4(f) GROUND FLOOR TREATMENT - COMPLY**
- C.4(g) FOUR-SIDED DESIGN - COMPLY.** THE TWO STREET FACING FACADE(S) PROVIDE SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL INTEREST WITH SIMILAR VARIETIES OF MATERIALS, TRIM AND HORIZONTAL AND VERTICAL ARTICULATION WITH THE VARIOUS GLAZING, TRIM, STONE, STUCCO AND ARCHITECTURAL PANELING PROVIDED.
- C.4(j) MULTIPLE BUILDINGS IN COMMERCIAL CENTERS - COMPLY.** THE MATERIAL AND COLOR SCHEME OF THE PROPOSED PROJECT IS COMPATIBLE WITH OVERALL DEVELOPMENT PER THE EXTERIOR ELEVATION MATERIAL EXHIBIT PROVIDED AS PART OF THE ORD-024-24 DOCUMENTS.
- SCREENING**  
DUMPSTER ENCLOSURE WILL BE SPLIT-FACED MASONRY CONSTRUCTION PAINTED TO MATCH THE BUILDING FACADE. REFER TO SHEET A1.1 FOR ADDITIONAL INFORMATION
- ROAD SIGN**  
PLEASE REFER TO THE CIVIL SITE PLAN FOR PROPOSED LOCATION AND THE SIGN PACKET FOR DESIGN INFORMATION



**3 SOUTH ELEVATION (ADJACENT PROPERTY)**  
SCALE: 1/8" = 1'-0"



**4 EAST ELEVATION (ADJACENT PROPERTY)**  
SCALE: 1/8" = 1'-0"

**EXTERIOR FINISH SCHEDULE**

FINISH KEY	DESCRIPTION	LOCATION	MANUFACTURER	PRODUCT COLOR	IDENTIFICATION / FINISH	CONTACT
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CSI	SILL / WATERTABLE	OFFICE EXTERIOR	CORONADO STONE OR EL DORADO STONE	CORONADO - OFF WHITE EL DORADO - BUCKSKIN	REFER TO SPECS-047300	
CPI	CUSTOM CANOPY	LOBBY ENTRANCE	ARCHITECTURAL FABRICATORS	DARK BRONZE	HELIOS 399 X 446	ARCH. FABRICATORS 1-800-962-8027
GR2	EXTERIOR MASONRY MORTAR	STONE VENEER	SGS-SOLOMON COLORS INC.	10X BUFF	TYPE S MORTAR	BART SNOWDEN 214-794-9159
MI	MANUFACTURED STONE VENEER	EXTERIOR FACADE	EL DORADO OR LISTED ALT	EL DORADO - CASA BLANCA	EL DORADO OR LISTED ALT REFER TO SPECS-047300	KATHY MANNON KMANNON@WESTLAKE.COM
PT3	EXTERIOR PAINT	EXTERIOR DOOR PAINT	SHERWIN WILLIAMS	NOMADIC DESERT	SW 6107	BRETT C. HUCKLEBURY 214-728-6666
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MTL1	MTL ROOFING	SHOP ROOF / OFFICE ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR:71 SRI:86)	24G BATTEN LOCK	METAL BLDG SUPPLIER
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MTL5	MTL ROOFING	WASH/PARTS BAY ROOF	MESCO BLDG SOLUTIONS	SOLAR WHITE (SR:71 SRI:86)	26G PBR AT SHOP ROOF	METAL BLDG SUPPLIER

**MATERIAL BOARD**

**MANUFACTURED STONE VENEER**

MI STONE VENEER

CSI SILL / WATERTABLE

MISCELLANEOUS COLORS

CPI CUSTOM CANOPY

AL2 ALUMINUM STOREFRONT LIGHT FIXTURES

NOTE: COLOR SAMPLES ARE INTENDED TO REPRESENT AS CLOSELY AS POSSIBLE THE PARTICULAR NAMED COLOR REFERENCED ON THE EXTERIOR FINISH SCHEDULE ON THIS SHEET.

ACTUAL COLOR APPEARANCE MAY VARY BASED ON GLOSS, TEXTURE, SIZE & SHAPE OF AREA, ETC. G.C. SHALL PROVIDE ACTUAL PAINT APPLICATIONS FOR APPROVAL PRIOR TO COMMENCEMENT OF PAINT / FINISHING WORKS

**PAINT/EIFS/STUCCO/METAL COLORS**

ST1 PT3

ST2 PT11

**METAL COLORS**

MTL1 MTL5 METAL ROOFING

MTL2 MTL5 GUTTERS, DOWNSPOUTS, RAKES, & PARAPET WALL CAPS

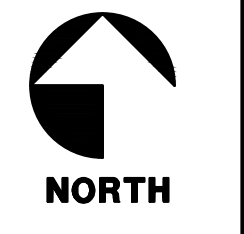
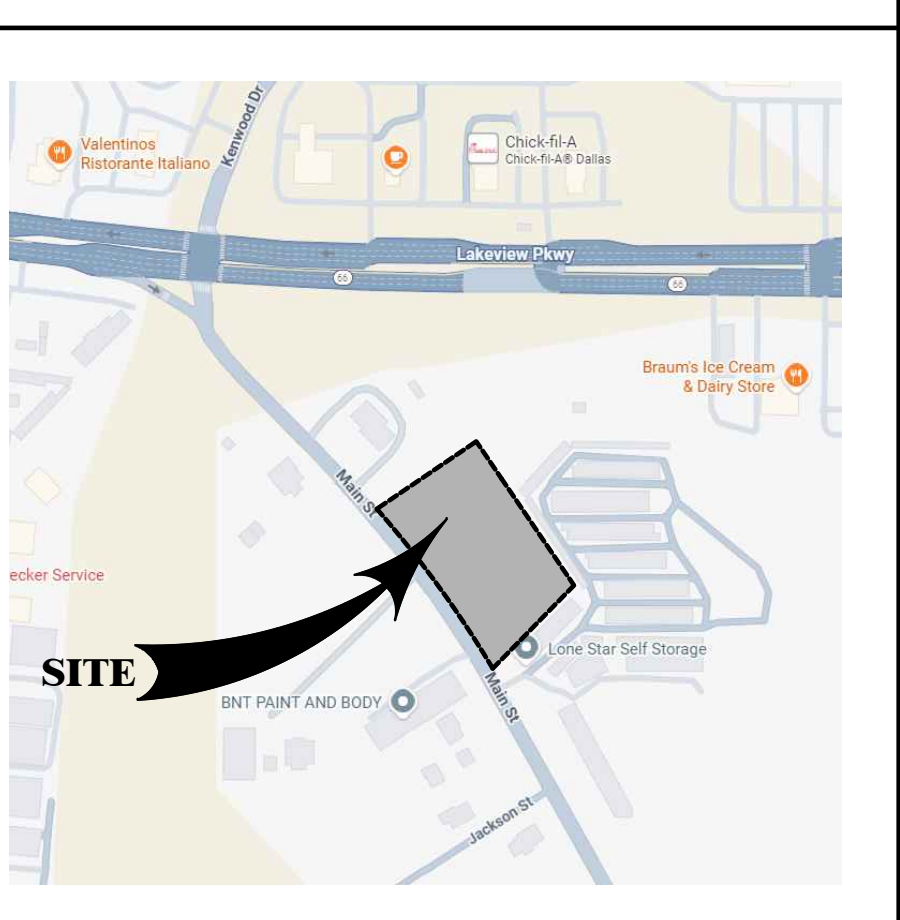
MTL3 PBR PANELS AND TRIM AT SHOP EXTERIOR AND ROOF SCREENS

MTL4 PBR PANELS AND TRIM AT REAR SIDE OF PARAPETS

**FACADE PLAN NOTES**

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**LOCATION MAP** SCALE: N.T.S.



**EXHIBIT G - BUILDING FACADE PLAN**

**Planned Development Standards**  
*Caliber Collision – Rowlett*

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

**Building Orientation Standards – Section 77-507C3**

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

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

**Building Setback Standards – Section 77-400**

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

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

**Landscape Buffer Standards – PD Ordinance ORD-029-24**

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

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

**Tree Spacing Standards – Section 77-504D2b**

The request for this modification has been withdrawn.

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

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

## Accessory Uses – Outdoor Storage – Section 77-303B

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

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

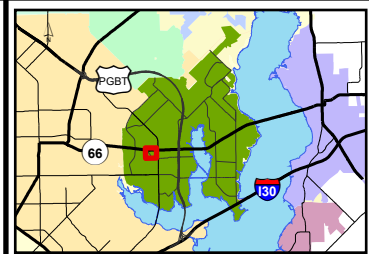
Proposed Parking Lot Buffer Requirement	PD Minimum Parking Lot Buffer Requirement
0 FT	10 FT

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



- Site
- City Limits
- Parcels
- Streets

Site Location Map



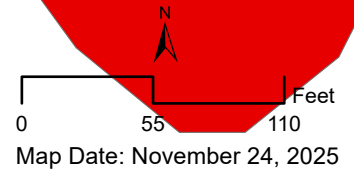
Retail/Commercial/Office

MAIN

Retail/Commercial/Office

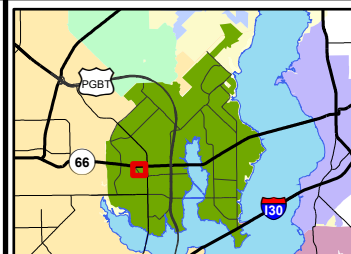
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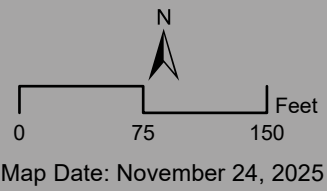
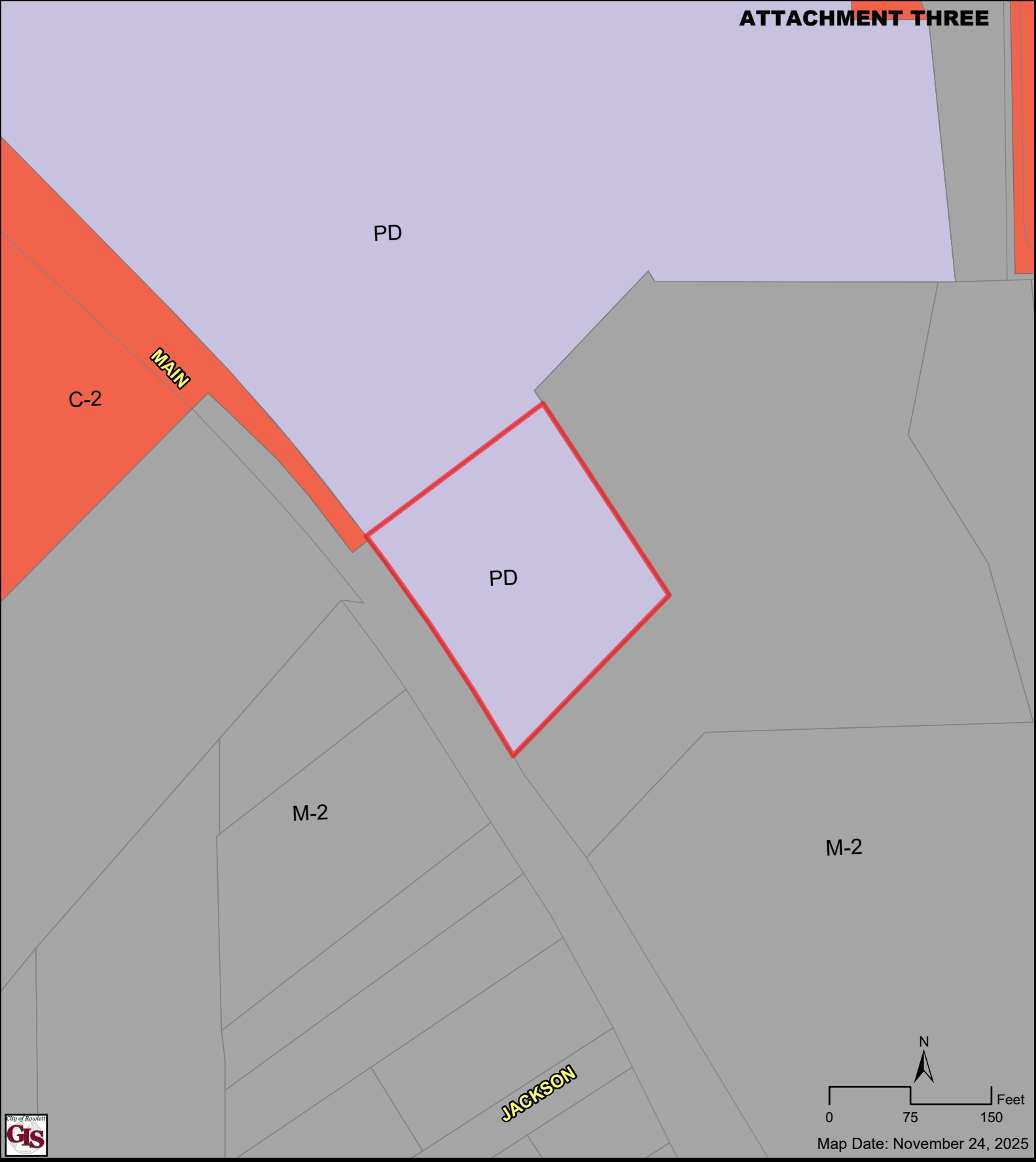
Light Industrial



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

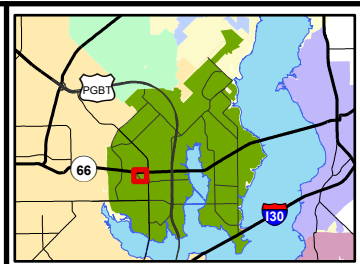
Existing Future Land Use Map

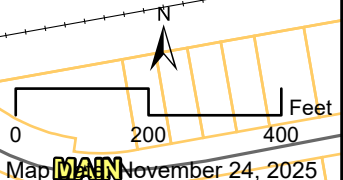
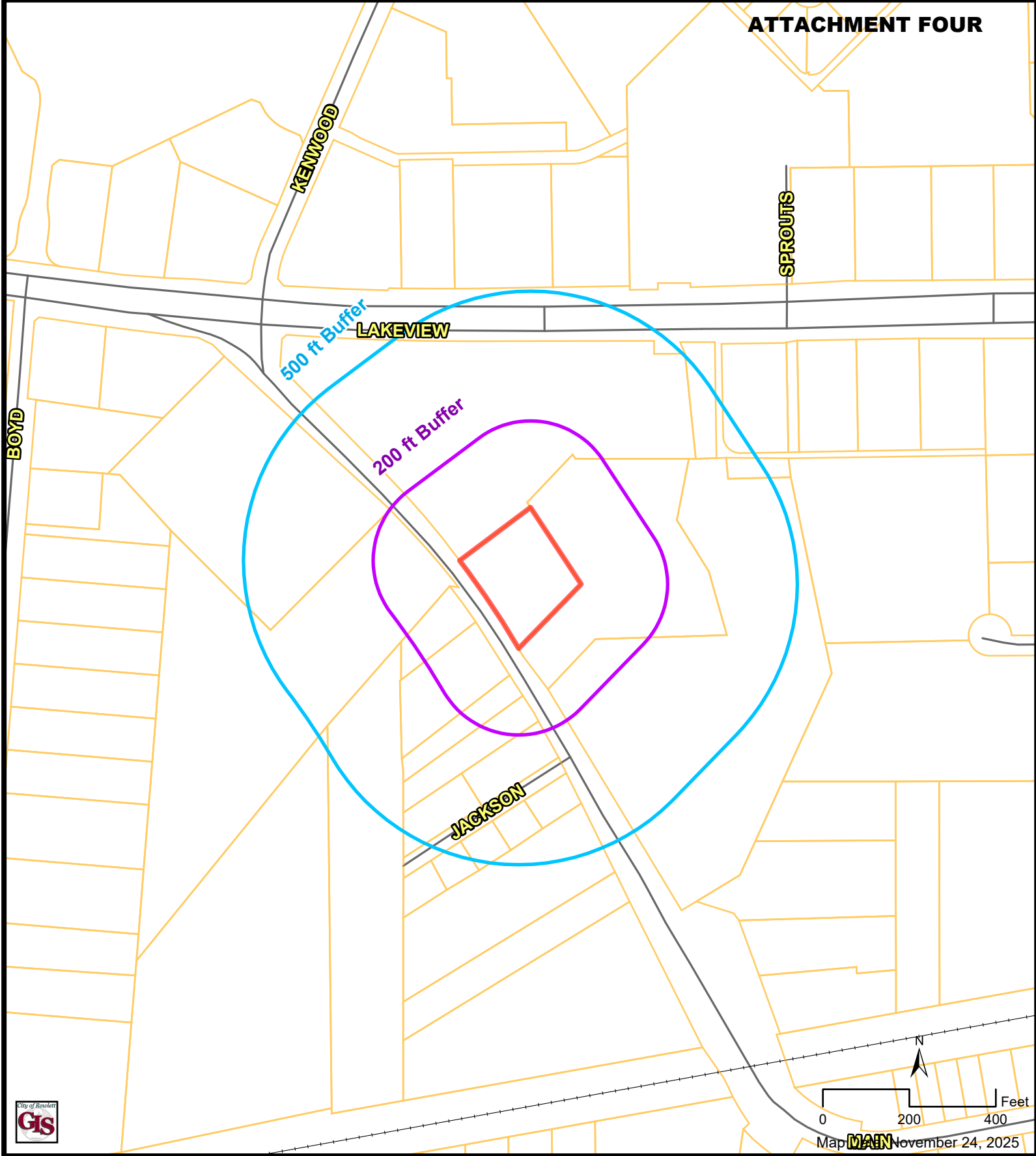




	City Limits		PD
	Site		C-2
	Parcels		M-2

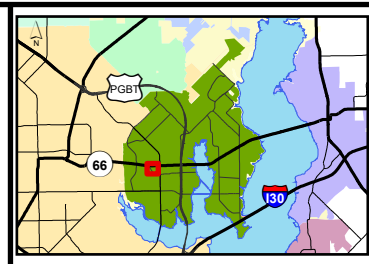
**Existing Zoning Map**

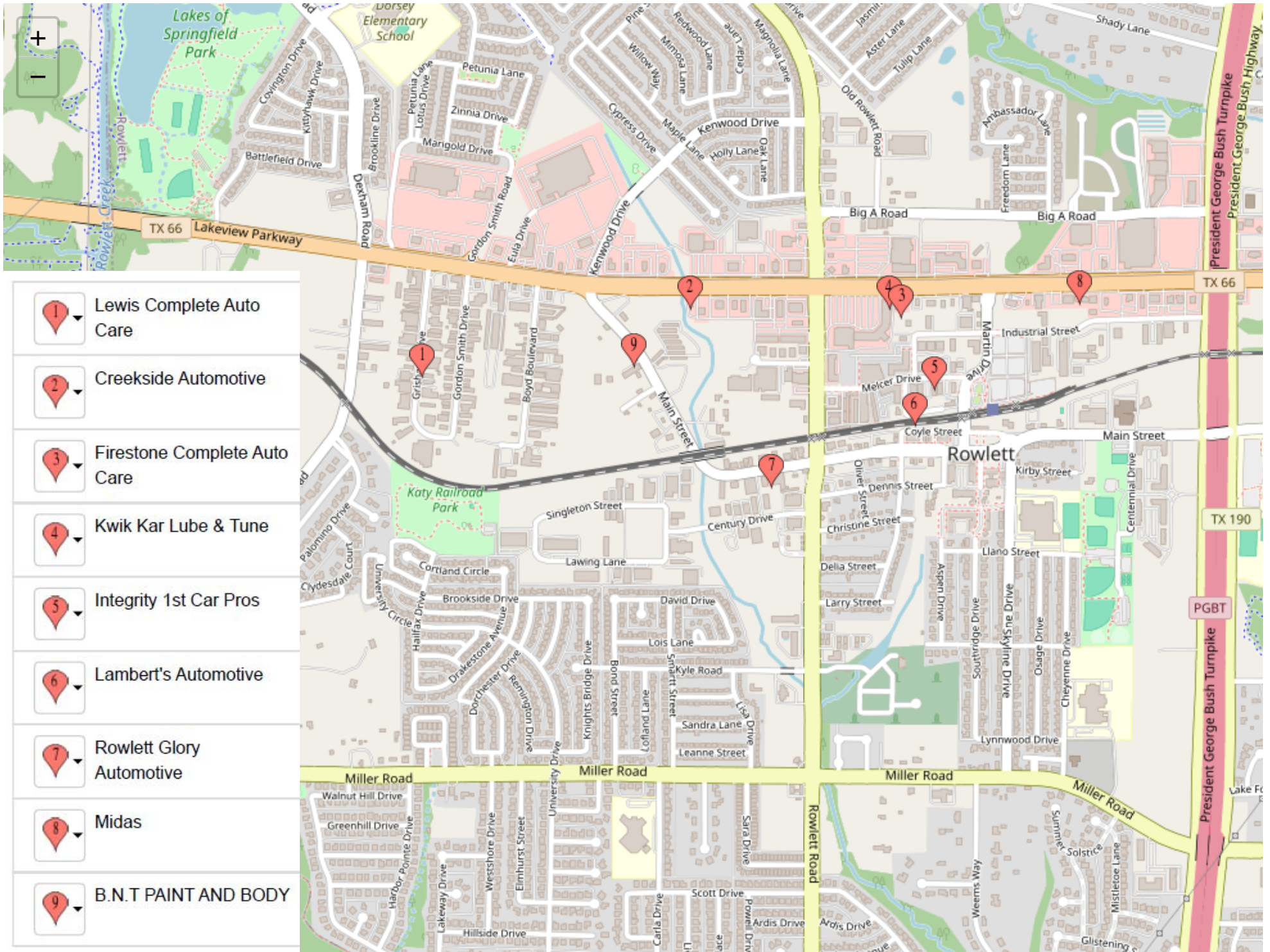




- Site
- 500 ft Buffer
- Parcels
- 200 ft Buffer
- Streets
- City Limits

**Property Notice Map**





**Meeting Date:** 4/7/2026

**Agenda Item:** 5.B.

**Title**

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


**Staff Representative**

Lilyana Morejon, Planner II

**Executive Summary**

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

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.4 Support efficient development patterns and communicate clear policy guidance.            3.5 Ensure that the Comprehensive Plan is observed and followed.</p>

**Background Information**

The subject property is 1.47 acres and is part of an approximately 7.73-acre tract zoned PD for manufacturing and commercial uses. Prior to this zoning designation in 2024, the subject property was zoned General Manufacturing (M-2) District. Development on this site has never been realized.

Staff originally noticed this public hearing for April 7, 2026, and it was subsequently re-noticed for March 17, 2026. As a result, the public hearing opened on March 17, 2026, and remained open until April 7, 2026.

At the March 17, 2026, meeting, the City Council advised the applicant to consider pushing the building further back and removing the four parallel parking spaces in the outdoor storage area next to the Caliber Collision building. Following this recommendation, the applicant chose not to modify the building placement. Instead, the applicant updated the landscape plan to show the relocation of the sidewalk into the Right-of-Way (ROW), which was previously located within the property boundary fronting Main Street, this is reflected in Exhibit B. The required 9 ROW trees have been relocated to the proposed 10-foot ROW landscape buffer, reflected in Exhibit C. Because of this change, the request to relocate the 9 ROW trees that were previously proposed within the compatibility buffer is no longer necessary.

At the March 17, 2026, meeting, the applicant also requested a change to the originally proposed period for awaiting vehicle repairs within the outdoor storage area from a minimum of 1 day and a maximum of 7 days to a period not to exceed 30 days.

**SITE DATA**

The 1.47-acre tract shares access from Main Street. Currently, Main Street is a two-lane undivided roadway. Should this development be approved, variable right-of-way would be dedicated for the future enhancement of Main Street.

There is an existing 15’ Utility Easement near the proposed building entrance that was initially planned to contain the future sewer main extension for this property. Due to the updated building layout, the easement will require relocation at the time of final plat.

**USE OF PROPERTY UNDER CURRENT ZONING**

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

**USE OF PROPERTY UNDER PROPOSED ZONING**

Although Heavy Vehicle Repair is a permitted use, the associated ancillary uses of outdoor storage is currently not permitted. Therefore, the applicant is seeking an amendment to the PD to allow outdoor storage as a part of Caliber Collision development.

**SURROUNDING ZONING AND LAND USES**

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

<b>Table 1: Surrounding Zoning and Land Use Pattern</b>		
<b>Location</b>	<b>Use</b>	<b>Zoning</b>
North	Undeveloped/ Commercial/Retail Uses	Planned Development (PD) District for C-2 and M-2
East	Storage Facility	M-2

West	Residences/Industrial	M-2 and C-2
South	Mix of Residential/ Commercial/Industrial	M-2

**COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USE PATTERN**

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

**Discussion**

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

1. Section 77-303B of the RDC allows outdoor storage by Special Use Permit (SUP). However, the applicant is requesting outdoor storage be permitted outright as part of the PD conditions. Based on the site plan, the outdoor storage is located to the rear of the property and is not visible from Main Street as it will be screened by the primary structure, landscaping and an 8-foot-tall chain-link fence with slats. The proposed heavy vehicle service and repair shop will store vehicles awaiting repair onsite for a minimum of one (1) day and a maximum of seven (7) days and will be made part of the PD conditions.
2. Section 77-507C3(a)(2) of the RDC states that if the proposed development consists of only one building, such building shall be oriented toward the primary abutting street, in this case Main Street. The proposed building faces northwest and not on Main Street. The applicant states that this change in orientation is necessary to accommodate the proposed use. Furthermore, if the building were to face Main Street, the outdoor storage being visible from the public right-of-way. In addition, the applicant has stated that the proposed orientation improves emergency vehicle access by allowing fire lane dimension standard to be met and supports cross-access circulation to adjacent properties.
3. Section 77-400-Dimensional Requirements for Non-Residential Districts and the PD require a 50-foot front building setback from Main Street. The applicant is requesting a reduction of the required setback to 10 feet and has justified the request as necessary to maintain overall site functionality, including providing adequate space for the proposed outdoor storage, customer parking, and required emergency access lanes.
4. The current landscape buffer requirements, as established by the PD, include a fifteen (15) foot right-of-way (ROW) landscape buffer and a six (6) foot landscape compatibility buffer along the rear and northwest side property lines. The applicant is proposing to reduce these buffer widths to a ten (10) foot ROW landscape buffer, a three (3) foot compatibility buffer along the rear property line,

and a four (4) foot compatibility buffer along the northwest side property line. According to the applicant, the proposed modifications are necessary to maintain connections to the existing access easement and to accommodate site improvements while continuing to provide reasonable landscaping throughout the site.

5. Section 77-504D2b(1)(b) requires that trees and shrubs be provided at a rate of one canopy tree per 35 linear feet for ROW buffers and one tree per 50 linear feet for compatibility buffers. Based on the applicant's statement, site limitations prevent compliance with the ROW landscape buffer tree-planting requirement, which would otherwise require nine trees. To mitigate this, the applicant proposes planting seven trees within the compatibility buffer, increasing the planting rate from one tree every 50 feet to one tree every 25 feet. Two additional trees, bringing the total to the required nine, are proposed to be planted at the site's secondary entrance further down Main Street. The applicant is now complying with this requirement.
6. Section 77-506H(c)(1) of the RDC requires a minimum ten (10) foot separation between parking areas and buildings to accommodate sidewalks, landscaping, and other plantings. Along the parking spaces adjacent to the northwest facade, only a five (5) foot separation is provided due to site constraints related to driveway location and drive aisle dimensional requirements. The applicant justifies this deviation by stating that maintaining the full 10-foot separation would reduce the required dimensions for drive aisle width and limit ease of access to the ADA parking space on site. The

## **COMPREHENSIVE PLAN**

The Future Land Use Plan designates the subject property as Retail/Commercial/Office. The Retail/Commercial/Office designation envisions areas that provide goods and services to the public, typically along major thoroughfares and serving nearby residential neighborhoods. Developments may be standalone or part of multi-tenant structures and can include hotels, banks, big-box retailers, restaurants, specialty stores, and salons. Office uses focus on business, professional, or financial services and can range from small neighborhood offices to large regional campuses, with accessory uses such as health or educational facilities, parking, cafeterias, or other employee amenities. Although the heavy vehicle service and repair shop is not consistent with the intent of the Comprehensive Plan's future land use designation it is permitted in the PD. Additionally, outdoor storage is ancillary to the primary use.

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

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

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

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

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

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

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

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.

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

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

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

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

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

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

proposed zoning classification.

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

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

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

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

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

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

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

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

## **PLANNING AND ZONING RECOMMENDATION**

This item was presented to the Planning & Zoning Commission for consideration on March 10, 2026. The Commission voted 7–0 to recommend approval, with the condition that the request to reduce the minimum separation between parking areas and buildings from ten (10) feet to five (5) feet be denied.

The Planning and Zoning Commission meeting may be viewed at the following link: [Mar 10, 2026 Planning and Zoning Commission - Rowlett, TX](#). This request was considered as Item 4A.

## **PUBLIC HEARING NOTICES**

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Eleven (11) 200-foot notices and twelve (12) courtesy 500-foot notices were mailed on February 27, 2026 and as of March 6, 2026, Staff has received the following:

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

## **Financial/Budget Implications**

N/A

## **Recommended Action**

Approve

Approve with conditions

Deny

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT TEXAS GRANTING A CHANGE IN ZONING BY AMENDING ORDINANCE ORD-029-24 AS FOLLOWS: (1) AMENDING THE DESIGNATION OF SUBDISTRICT 2 TO ENCOMPASS AN APPROXIMATELY 1.47 ACRE TRACT LOCATED WITHIN AN APPROXIMATELY 7.73 ACRE PARCEL IN THE REASON CRIST SURVEY, ABSTRACT NO. 225 AND IN THE U. MATTUSEN SURVEY, ABSTRACT NO. 1017, DALLAS COUNTY, TEXAS, AND BEING MORE COMMONLY KNOWN AS 2801 MAIN STREET AND 2700 LAKEVIEW PARKWAY, (2) AMENDING THE DEVELOPMENT STANDARDS AND REGULATIONS FOR SUBDISTRICT 2 TO ALLOW OUTDOOR STORAGE USE FOR THE OUTDOOR STORAGE OF AUTOMOBILES FOR A PERIOD NOT TO EXCEED THIRTY DAYS PER AUTOMOBILE AS OF RIGHT, TO ALLOW ORIENTATION OF THE PRIMARY STRUCTURE FRONT TO FACE NORTHWEST, TO ALLOW A REDUCTION IN FRONT YARD SETBACK FROM 50 FEET TO 10 FEET, TO ALLOW REDUCTION IN THE REQUIRED RIGHT-OF-WAY LANDSCAPE BUFFER FROM 15 FEET TO 10 FEET AND TO ALLOW A REDUCTION IN THE REQUIRED COMPATIBILITY LANDSCAPE BUFFER FROM 6 FEET TO 3 FEET IN THE REAR AND 4 FEET ON THE NORTHWEST, AND TO ALLOW A REDUCTION IN THE REQUIRED SEPARATION BETWEEN PARKING AREAS AND BUILDINGS FROM 10 FEET TO 5 FEET FOR PARKING SPACES ADJACENT TO THE NORTHEAST BUILDING FACADE (3) APPROVING AN AMENDED SITE PLAN FOR SUBDISTRICT 2, AND (4) APPROVING AN AMENDED LANDSCAPE PLAN FOR SUBDISTRICT 2.; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH**

**OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that the Comprehensive Zoning Ordinance and Zoning Map should be amended to allow the requested change in zoning.

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

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

**SECTION 2.** The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby further amended by amending Ordinance ORD-029-24 to amend the designation of Subdistrict 2 to encompass an approximately 1.47 acre tract located within an approximately 7.73 acre parcel in the Reason Crist Survey, Abstract No. 225 and in the U. Mattusen Survey, Abstract No. 1017, Dallas County, Texas and being more commonly known as 2801 Main Street and 2700 Lakeview Parkway, said Subdistrict 2 being more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**SECTION 3.** The Development Standards and Regulations, attached to Ordinance ORD-029-24 as **Exhibit "B"** thereto remain applicable to all land uses, structures, the use and occupancy of all structures and the land, and the development, construction, operation, and maintenance of the Whole 7.73 Acre Property and Subdistrict 2 except as specifically amended for Subdistrict 2 as follows:

1. Outdoor storage use for the outdoor storage of automobiles for a period not to exceed 30 days per automobile shall be allowed as of right (and shall not require a special use permit);
2. Orientation of the primary structure situated in Subdistrict 2 shall be allowed to face northwest;
3. The front yard setback shall be reduced from 50 feet to 10 feet;
4. The required right-of-way landscape buffer shall be reduced from 15 feet to 10 feet and the required compatibility landscape buffer shall be reduced from 6 feet to 3 feet in the rear and from 6 feet to 4 feet on the northwest; and
5. The required separation between parking areas and buildings shall be reduced from 10 feet to 5 feet for the parking spaces adjacent to the northeast building façade.

**SECTION 4.** The Site Plan and Landscape Plan previously adopted by Ordinance No.

ORD-029-24 and attached to that prior ordinance as Exhibits D and E are hereby repealed in part, specifically with regard to Subdistrict 2, and replaced, with regard to Subdistrict 2, with **Exhibits “B”** and **“C”** attached hereto and incorporated herein by this reference. All provisions of the previously adopted Site Plan and Landscape Plan not in conflict with **Exhibits “B”** and **“C”** attached hereto shall remain in full force and effect and shall be applicable to all development, use and occupancy of the Property.

**SECTION 5.** The Whole 7.73 acre Property, including Subdistrict 2, shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Rowlett, Texas, as heretofore amended and as amended herein. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Rowlett Development Code or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development by the Rowlett Development Code, or Code of Ordinances, then the standard or regulation required by the Rowlett Development Code or Code of Ordinances shall apply.

**SECTION 6:** All provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 7:** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 8:** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 9:** Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

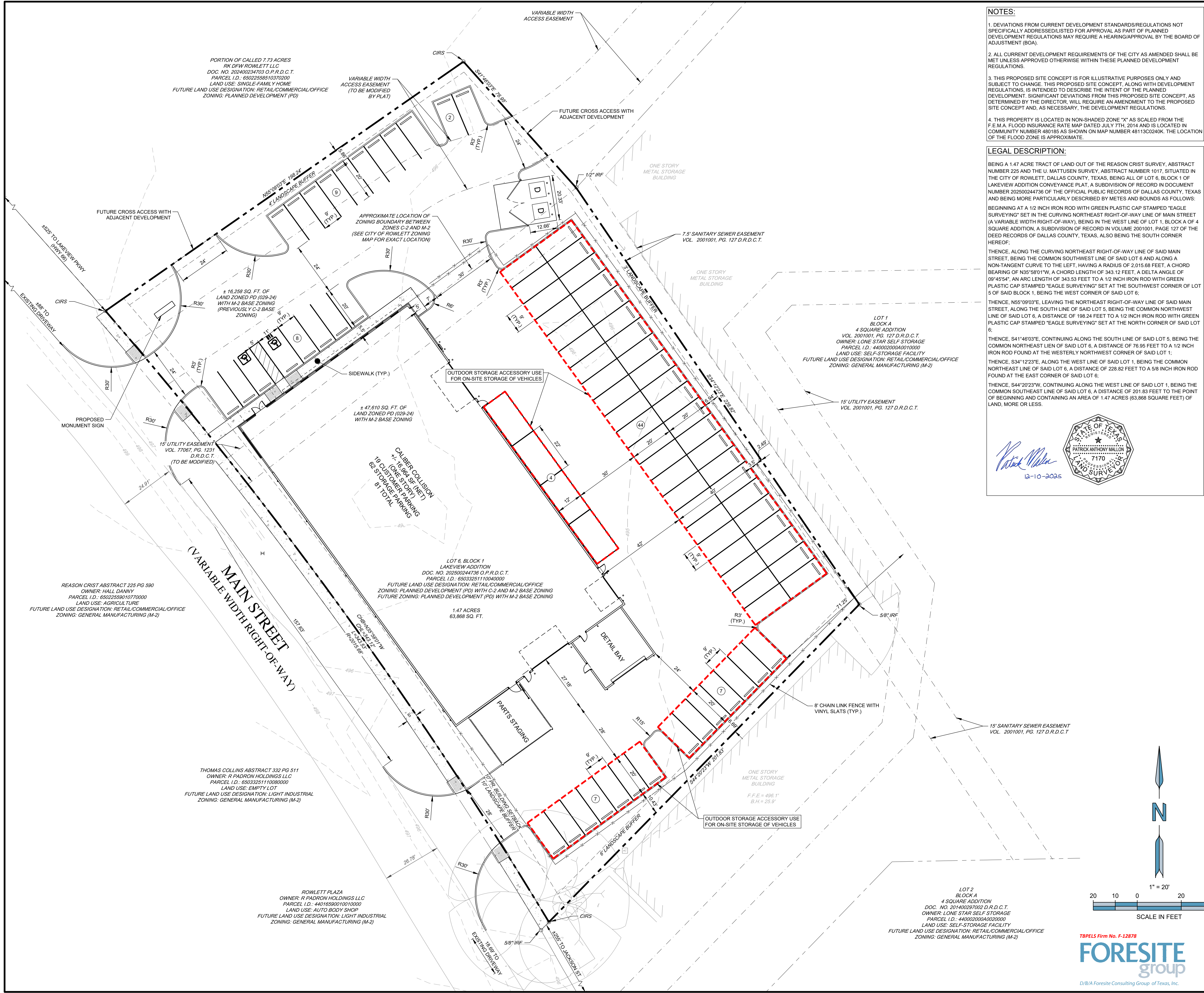
**SECTION 10:** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

## **Attachments**

1. Exhibit A - Survey & Legal Description

2. Exhibit B - Site Concept Plan
3. Exhibit C - Landscape Plan





**NOTES:**

- DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).
- ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT REGULATIONS.
- THIS PROPOSED SITE CONCEPT IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS PROPOSED SITE CONCEPT, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS PROPOSED SITE CONCEPT, AS DETERMINED BY THE DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE PROPOSED SITE CONCEPT AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.
- THIS PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JULY 7TH, 2014 AND IS LOCATED IN COMMUNITY NUMBER 480185 AS SHOWN ON MAP NUMBER 48113C0240K. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE.

**LEGAL DESCRIPTION:**

BEING A 1.47 ACRE TRACT OF LAND OUT OF THE REASON CRIST SURVEY, ABSTRACT NUMBER 225 AND THE U. MATTUSEN SURVEY, ABSTRACT NUMBER 1017, SITUATED IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, BEING ALL OF LOT 6, BLOCK 1 OF LAKEVIEW ADDITION CONVEYANCE PLAT. A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 202500241736 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

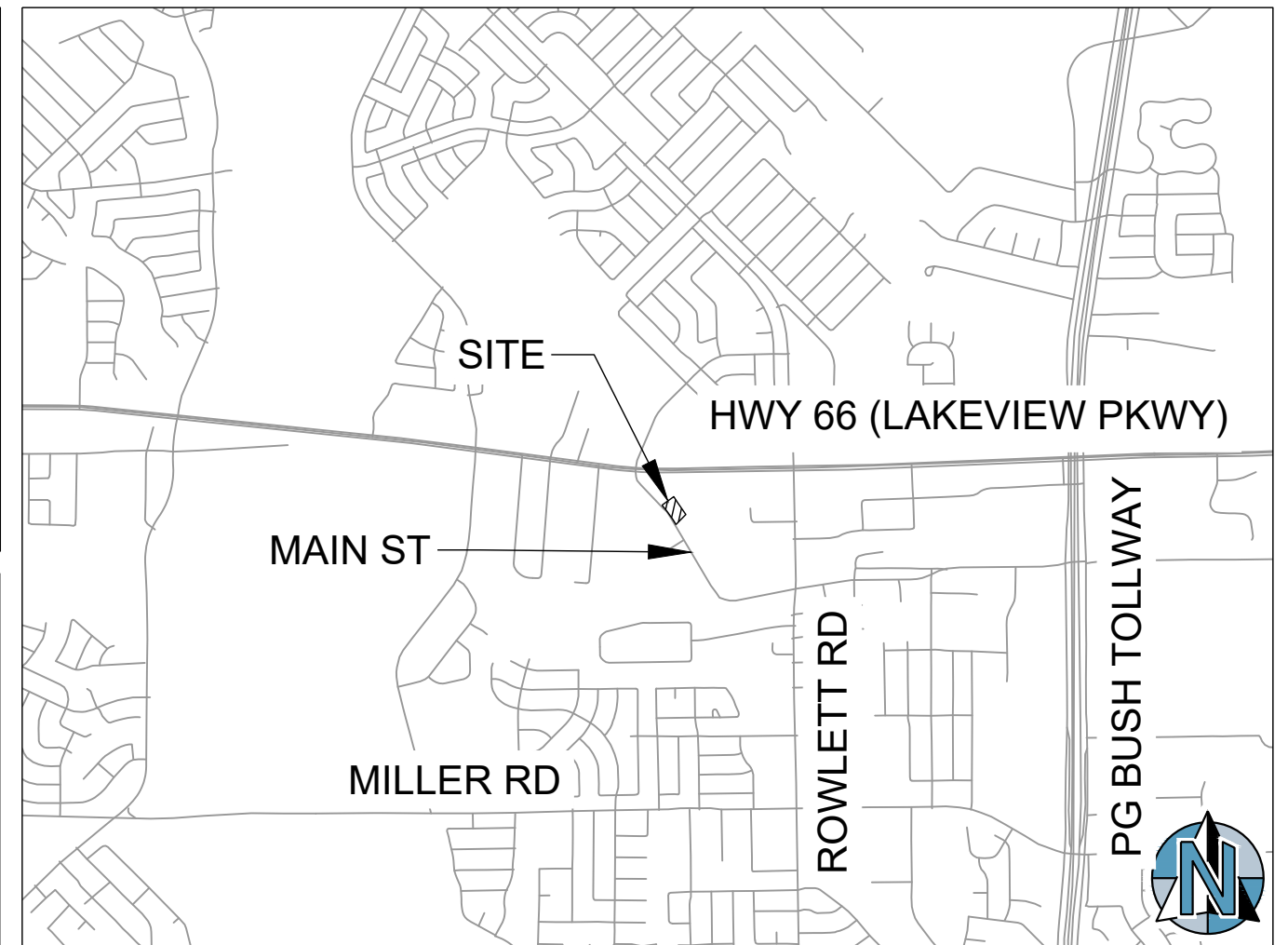
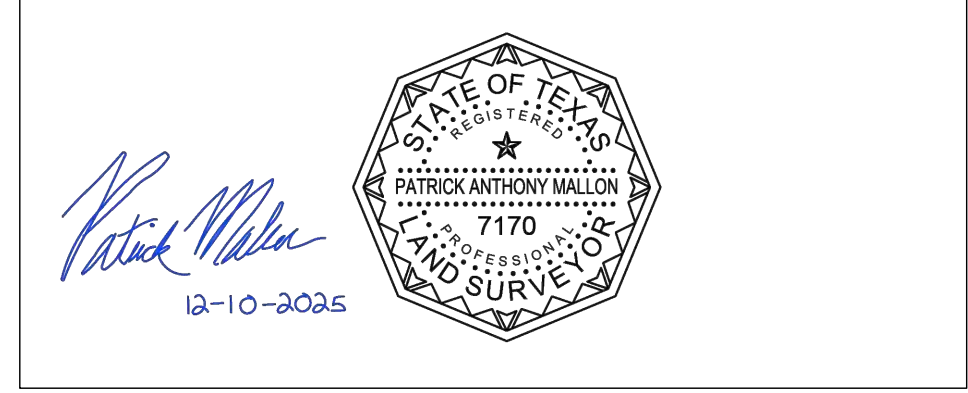
BEGINNING AT A 1/2 INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET IN THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF MAIN STREET (A VARIABLE WIDTH RIGHT-OF-WAY), BEING IN THE WEST LINE OF LOT 1, BLOCK A OF 4 SQUARE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 2001001, PAGE 127 OF THE DEED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

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

THENCE, S41°48'03"E, CONTINUING ALONG THE SOUTH LINE OF SAID LOT 5, BEING THE COMMON NORTHEAST LIEN OF SAID LOT 6, A DISTANCE OF 76.95 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERLY NORTHWEST CORNER OF SAID LOT 1;

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

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



VICINITY MAP NOT TO SCALE

**LEGEND**

	PROPERTY LINE
	8" CHAIN LINK FENCE WITH VINYL SLATS
	7.5" SANITARY SEWER EASEMENT VOL. 2001001, PG. 127 D.R.D.C.T.
	15' UTILITY EASEMENT VOL. 2001001, PG. 127 D.R.D.C.T.
	DEED RECORDS DALLAS COUNTY TEXAS
	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
	IRON ROD FOUND
	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"

**PROJECT SITE DATA**

<b>GENERAL</b>	
PROJECT NAME:	CALIBER COLLISION ROWLETT
PROPOSED USE:	AUTOMOBILE REPAIR FACILITY
EX FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
PR FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
EXISTING ZONING DISTRICT:	PD 029-24 WITH C-2 AND M-2 BASE ZONINGS
PROPOSED ZONING DISTRICT:	PD 029-24 WITH M-2 BASE ZONING
APPLICABLE OVERLAYS:	N/A
APPRAISAL DISTRICT NUMBER:	65033251110040000

**BUILDING**

TOTAL GROSS INTENSITY (FAR):	0.266 : 1
BUILDING TOTAL SQUARE FOOTAGE:	+/- 16,964 S.F.
COMMERCIAL AREA:	OFFICE: +/- 2,021 S.F.
	HEAVY VEHICLE REPAIR: +/- 14,696 S.F.
BUILDING HEIGHT:	26 FT

**OVERALL SITE**

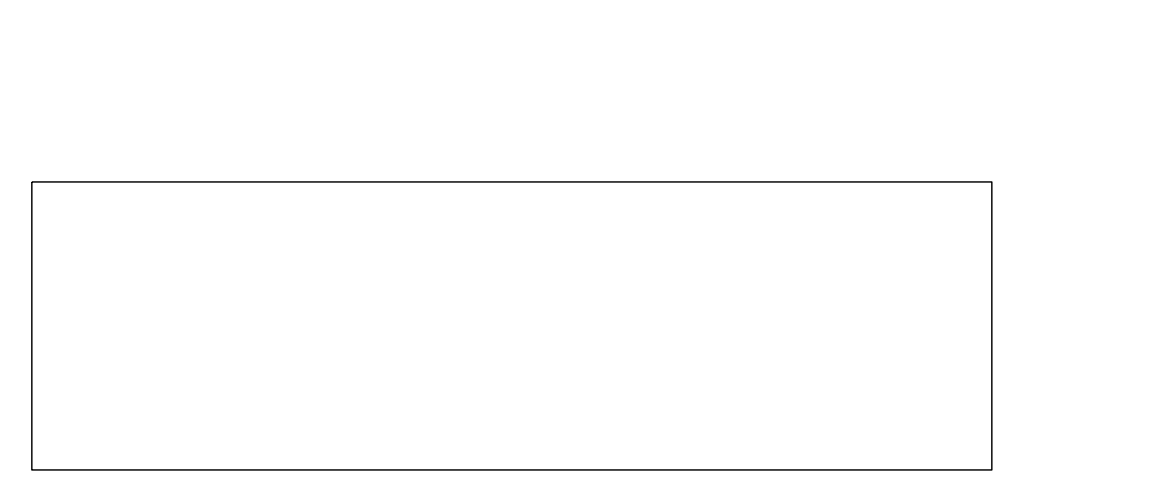
GROSS SITE AREA:	1.47 AC.
SITE FRONTAGE:	343.53 FT
SITE WIDTH:	343.53 FT
SITE DEPTH:	198.24 FT
IMPERVIOUS SURFACE AREA:	(84%) 1.23 AC.
PERVIOUS SURFACE AREA:	(16%) 0.24 AC.
ACCESSORY USE % (OUTDOOR STORAGE):	(16%) 0.26 AC.
OPEN SPACE:	(16%) 0.24 AC.
DETENTION/RETENTION:	(0%) 0 AC.
RECREATION:	(0%) 0 AC.
PRESERVE:	(0%) 0 AC.
CIVIC:	(0%) 0 AC.
OTHER:	(0%) 0 AC.

**SITE SETBACKS**

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

**SITE PARKING**

BUILDING SPACE	BUILDING AREA	PARKING RATIO	REQUIRED PARKING	PROPOSED REQUIREMENT
OFFICE	+/- 2,021 S.F.	1 SPACE PER 300 SF	7 SPACES	7 SPACES
HEAVY VEHICLE REPAIR	+/- 14,696 S.F.	4 SPACES PER SERVICE BAY	16 SPACES	12 SPACES



**EXHIBIT B - PROPOSED SITE CONCEPT**

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

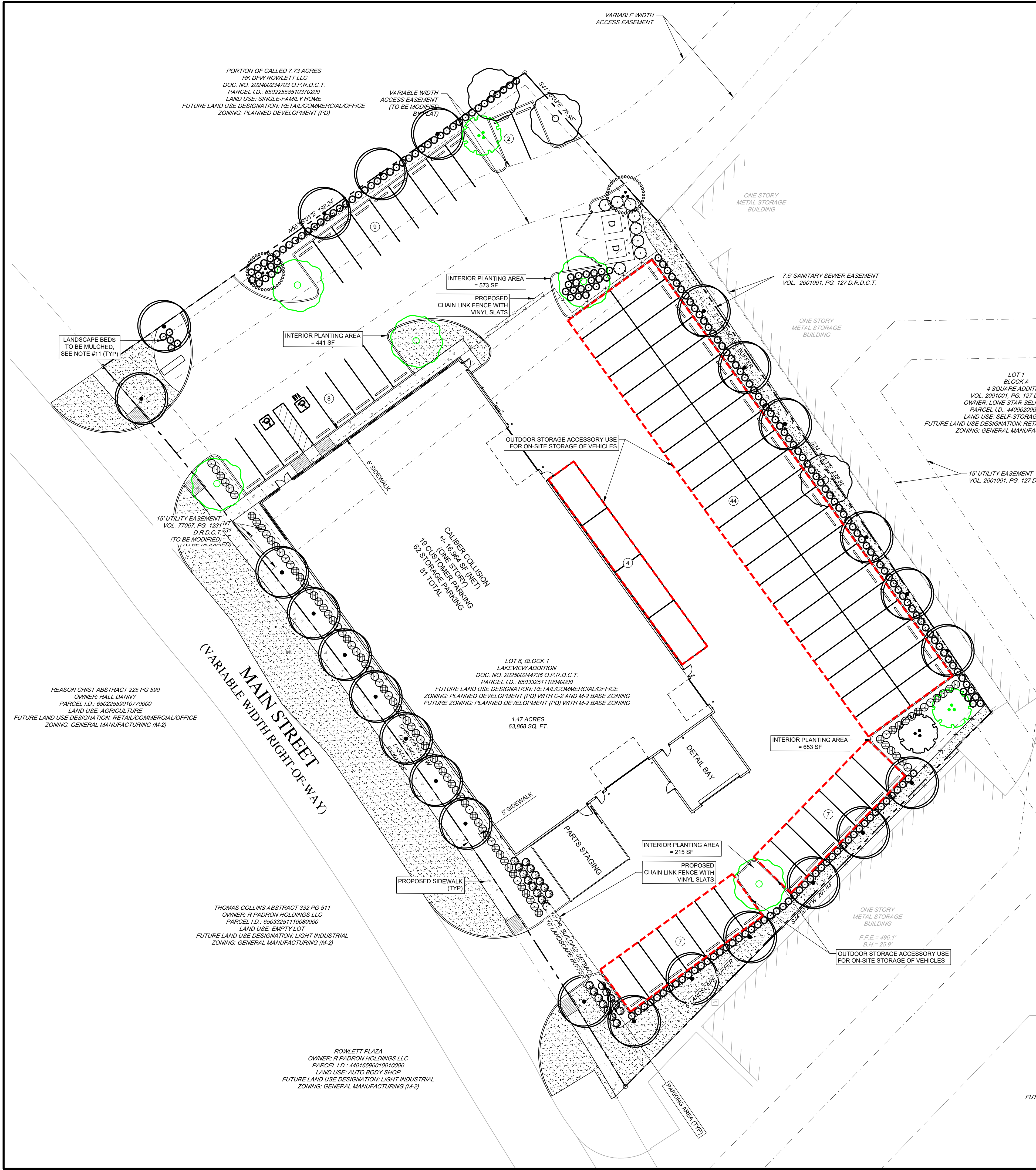
SUBMITTED: 31 MARCH 2026



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

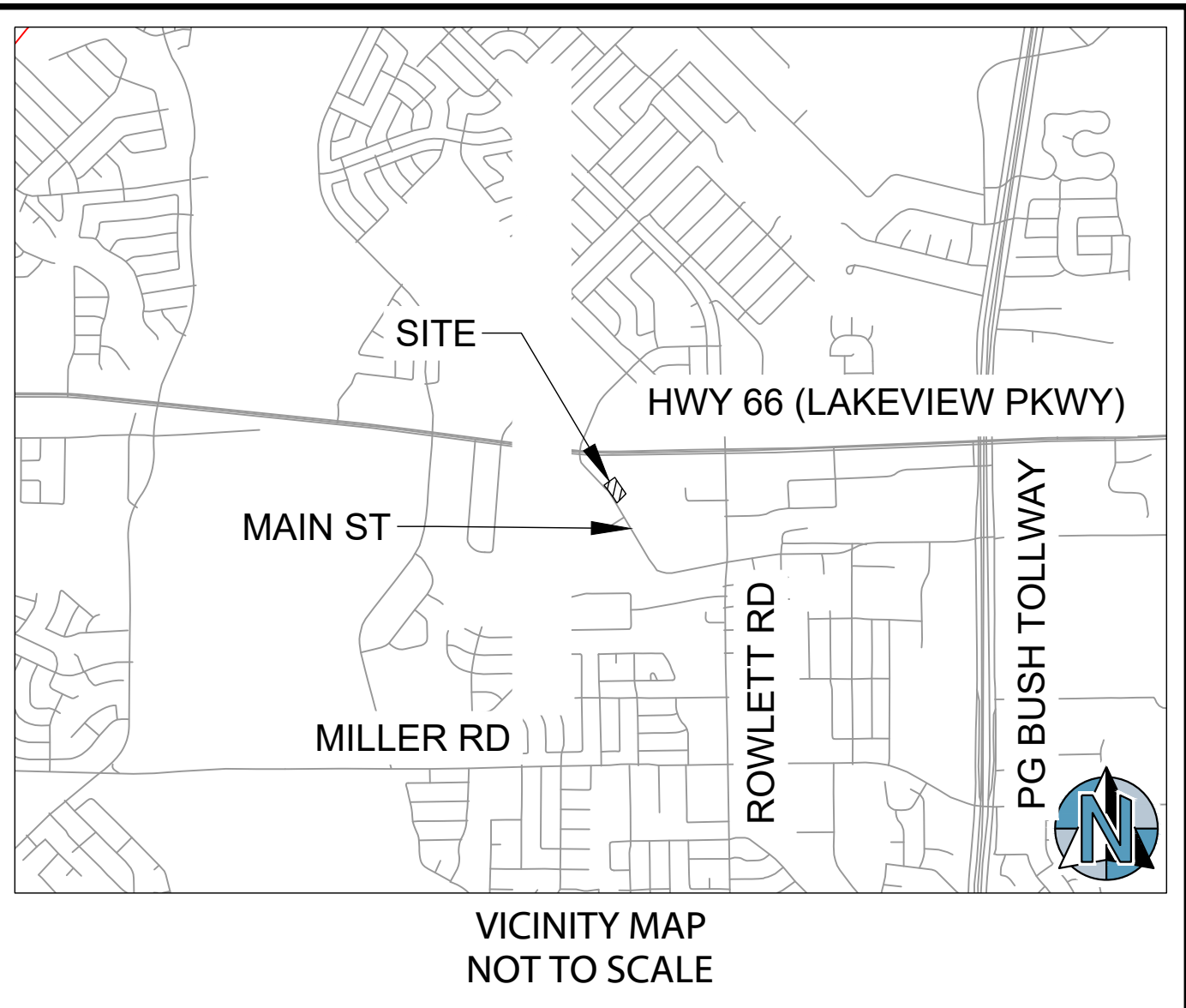
**OWNER:**  
RK DFW ROWLETT, LLC  
1900 WEST LOOP S, SUITE 1250  
HOUSTON, TX 77027

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



**GENERAL LANDSCAPE NOTES:**

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



PROJECT SITE DATA	
<b>GENERAL</b>	
PROJECT NAME:	CALIBER COLLISION ROWLETT
PROPOSED USE:	AUTOMOBILE REPAIR FACILITY
EX FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
PR FUTURE LAND USE DESIGNATION:	RETAIL/COMMERCIAL/OFFICE
EXISTING ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
PROPOSED ZONING DISTRICT:	PLANNED DEVELOPMENT 029-24
APPLICABLE OVERLAYS:	N/A
APPRAISAL DISTRICT NUMBER:	65033251110040000
<b>BUILDING</b>	
TOTAL GROSS INTENSITY (FAR):	0.266 : 1
BUILDING TOTAL SQUARE FOOTAGE:	+/- 16,964 S.F.
COMMERCIAL AREA:	OFFICE: +/- 2,021 S.F.
	HEAVY VEHICLE REPAIR: +/- 14,696 S.F.
BUILDING HEIGHT:	26 FT
<b>OVERALL SITE</b>	
GROSS SITE AREA:	1.47 AC.
SITE FRONTAGE:	343.53 FT
SITE WIDTH:	4 SPACES / 300 SF
SITE DEPTH:	198.24 FT
IMPERVIOUS SURFACE AREA:	(86%) 1.26 AC.
PERVIOUS SURFACE AREA:	(14%) 0.21 AC.
ACCESSORY USE % (OUTDOOR STORAGE):	(14%) 0.21 AC.
OPEN SPACE:	(18%) 0.26 AC.
DETENTION/RETENTION:	(0%) 0 AC.
RECREATION:	(0%) 0 AC.
PRESERVE:	(0%) 0 AC.
CIVIC:	(0%) 0 AC.
OTHER:	(0%) 0 AC.

PLANT SCHEDULE					
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	HT. MIN.
3	3	CERCIS CANADENSIS TEXENSIS 'OKLAHOMA' / OKLAHOMA TEXAS REDBUD ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.
2	2	PRUNUS MEXICANA / MEXICAN PLUM ORNAMENTAL	30 GAL (MIN.)	2" CAL	8' HT. MIN.
25	25	QUERCUS SHUMARDII / SHUMARD RED OAK CANOPY	B & B	3" CAL	12' HT. MIN.
6	6	ULMUS CRASSIFOLIA / CEDAR ELM CANOPY	B & B	3" CAL	12' HT. MIN.
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	POINTS
SHRUBS					
26	26	ILEX VOMITORIA 'NANA' / DWARF YAUPON HOLLY	7 GAL	24" HT. MIN.	36" o.c.
8	8	ILEX X 'CONAF' / OAK LEAF™ HOLLY	7 GAL	24" HT. MIN.	60" o.c.
88	88	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE	3 GAL	24" HT. MIN.	36" o.c.
199	199	MYRICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE	3 GAL	24" HT. MIN.	36" o.c.
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING
SOD/SEED					
	5,521 SF	CYNODON DACTYLON TIF 419 / BERMUDA GRASS	SOD		

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

SITE PARKING				
BUILDING SPACE	BUILDING AREA	PARKING RATIO	REQUIRED PARKING	PROPOSED REQUIREMENT
OFFICE	+/- 2,021 S.F.	1 SPACE PER 300 SF	7 SPACES	7 SPACES
HEAVY VEHICLE REPAIR	+/- 14,696 S.F.	1 SPACE PER SERVICE BAY	16 SPACES	12 SPACES

LEGEND	
	PROPERTY LINE
	DEED RECORDS DALLAS COUNTY TEXAS
	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
	SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS - TREE

**LANDSCAPE REQUIREMENTS**

**SEC. 77.504 - PERIMETER BUFFER (SEE CALCULATIONS IN "BUFFER AREAS" TABLE BELOW)**  
 RIGHT OF WAY BUFFER = 1 TREE / 35 LF + 10 SHRUB / 30 LF  
 COMPATIBILITY BUFFER = 1 TREE / 50 LF + 10 SHRUB / 30 LF  
 INCOMPATIBILITY BUFFER = 1 TREE / 35 LF + 10 SHRUB / 30 LF  
 ACCESSWAYS NOT INCLUDED IN LINEAL BOUNDARY MEASUREMENTS.

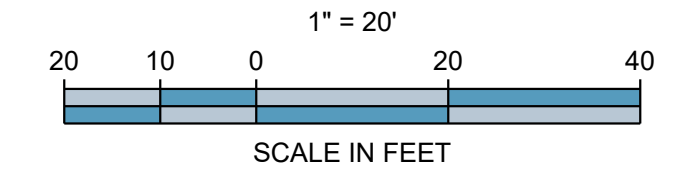
LOCATION	BUFFER AREAS			
	NORTH	SOUTH	EAST	WEST
ZONE	#2 (GENERAL MANUFACTURING)	R.O.W. (MAIN STREET)	#2 (GENERAL MANUFACTURING)	PG (PLANNED DEVELOPMENT)
BOUNDARY LENGTH TOTAL LINEAL FEET	350	354	202	199
BOUNDARY LENGTH TO ACCESSWAYS LINEAL FEET	29	39	NO ACCESSWAYS	NO ACCESSWAYS
BOUNDARY LENGTH TO ACCESSWAYS LINEAL FEET	251	209	202	199
CANOPY TREES REQ. / PROP.	8/8	8/8	8/8	8/8
UNDERSTORY ORNAMENTAL TREES REQ. / PROP.	0/0	NOT PERMITTED	0/0	0/0
SHRUBS REQ. / PROP.	84/84	91/91	67/67	64/64

**SEC. 77.504 - OFF STREET PARKING LANDSCAPING REQUIREMENTS**  
 TOTAL PARKING AREA = 33,048 SF  
 5% OF TOTAL PARKING AREA SHALL BE DEVOTED TO LIVING LANDSCAPE.  
 LIVING LANDSCAPE INCLUDES GRASS, GROUNDCOVERS, SHRUBS, TREES.  
 1 TREE / PARKING ISLAND.  
 1 TREE / 400 SF OF LIVING LANDSCAPING. IN ADDITION TO PARKING LOT ISLAND TREES, 75% TO BE CANOPY TREES.

33,048 SF X 5% = 1,652 SF OF LIVING LANDSCAPE REQUIRED  
 1,667 SF OF LIVING LANDSCAPE PROPOSED

1 TREE X 7 ISLANDS = 7 PARKING ISLAND TREES REQUIRED  
 7 PARKING ISLAND TREES PROPOSED

1,632 SF / 400 SF = 5 LIVING LANDSCAPE TREES REQUIRED  
 5 LIVING LANDSCAPE TREES PROPOSED (4 CANOPY TREES + 3 ORNAMENTAL TREES)



TPBELS Firm No. F-12878  
**FORESITE** group  
 D/B/A ForeSite Consulting Group of Texas, Inc.

**EXHIBIT C - LANDSCAPE PLAN**

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

SUBMITTED: 31 MARCH 2026

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

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

**SURVEYOR:**  
 EAGLE SURVEYING  
 222 S ELM STREET, SUITE 200  
 DENTON, TX 76201  
 (840) 222-3009

**Meeting Date:** 4/7/2026

**Agenda Item:** 5.C.

**Title**

Consider action to adopt a resolution authorizing the Interim City Manager to execute and submit the Combined Subdivision Participation and Release Form for the "Six Remnant Defendants' Opioid Settlement Agreement."

**Staff Representative**

Kristoff Bauer, Interim City Manager

**Executive Summary**

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>GOVERN TRANSPARENTLY &amp; INCLUSIVELY</b></p>	<p>1.8 Provide accurate and timely information to policy-makers and the public.</p>

**Background Information**

**Discussion**

A new national opioid settlement has been reached by the National Opioids Settlements Claims Administrator, Rubris with six regional distributor/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation, Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. The City of Rowlett's participation in the settlement will result in a one-time settlement payment of approximately \$4,840.71, based on the current allocation formula. The settlement proceeds must be used for uses set forth in attachment 1 to this staff report.

This Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, it will be distributed only and directly to local entities (cities, counties, hospital districts, etc).

To participate, the City must return the executed Combined Subdivision Participation and Release Form by May 4, 2026.

**Financial/Budget Implications**

There is no cost to participate in the settlement, and the City is not required to retain outside counsel.

**Recommended Action**

Staff recommends approval of the resolution authorizing participation in the settlement.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SIX REMNANT DEFENDANTS OPIOID SETTLEMENT AND AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND SUBMIT THE COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, a new national opioid settlement has been reached by the National Opioids Settlements Claims Administrator, Rubris with six regional distributor/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation, Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (the “Six Remnant Defendants Opioid Settlement”); and

**WHEREAS**, the City of Rowlett has received notice of a settlement indicating that the City may participate in the Six Remnant Defendants Opioid Settlement by submitting the executed Combined Subdivision Participation and Release Form (the “Release Form”) not later than May 4, 2026; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Rowlett and supports the approval, execution and submission of the Release Form as promoting the health, safety and general welfare;

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

**SECTION 1.** The City Manager or his designee is hereby authorized on behalf of the City to enter into the Six Remnant Defendants Opioid Settlement by executing (including execution by DocuSign) and submitting or causing to be submitted the Combined Subdivision Participation and Release Form attached hereto and incorporated herein by

this reference as **Exhibit “A”** on or before May 4, 2026, in accordance with the submission requirements distributed by Rubris, the National Opioid Settlements Implementation Administrator.

**SECTION 2.** This Resolution shall become effective immediately upon passage.

**Attachments**

1. Exhibit A Remnant Defendants Opioid Settlement Resolution
2. Attachment 1 Remnant Defendant List of Opioid Remediation Uses

**EXHIBIT G**

**Six (6) Remnant Defendants’  
Combined Subdivision Participation and Release Form  
 (“Combined Participation Form”)**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

### **List of Opioid Remediation Uses**

#### **Schedule A**

#### **Core Strategies**

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
  - 1. Expand<sup>3</sup> training for first responders, schools, community support groups and families; and
  - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
  
- B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT
  - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
  
- C. PREGNANT & POSTPARTUM WOMEN

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<sup>3</sup> As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
  2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
  3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.
- D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)
1. Expand comprehensive evidence-based and recovery support for NAS babies;
  2. Expand services for better continuum of care with infant- need dyad; and
  3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
  2. Expand warm hand-off services to transition to recovery services;
  3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
  4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
  5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

<b>PART ONE: TREATMENT</b>
----------------------------

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>4</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

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<sup>4</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—  
OUD and any co-occurring SUD/MH conditions through evidence-based or  
evidence-informed programs or strategies that may include, but are not limited to,  
those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children’s Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Meeting Date:** 4/7/2026

**Agenda Item:** 5.D.

**Title**

Consider action to adopt a resolution authoring the renaming of the Rowlett Nature Trail to the Lonnie Cornwell Memorial Nature Trail; authorizing the Interim City Manager or his designee to execute all necessary documents necessary to purchase signage and providing an effective date.


**Staff Representative**

Ryan Mullins, Director of Parks & Rec

**Executive Summary**

The Rowlett Parks and Recreation Advisory Board has recommended renaming the Rowlett Nature Trail to the Lonnie Cornwell Memorial Nature Trail.

**Strategic Priority and Goal(s)**

	Strategic Priority	Strategic Goal
	<p><b>ENHANCE QUALITY OF LIFE</b></p>	<p>4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations.            4.6 Support programs and resources for lifelong learning.            4.7 Cultivate an environmentally conscious community.</p>

**Background Information**

In September 2025, two Rowlett residents submitted a request to the Parks and Recreation Advisory Board to rename a park in honor of Lonnie Cornwell. Mr. Cornwell was a Rowlett resident from 1988 until his death in 2022. During his time in Rowlett he served on the Parks and Recreation Advisory Board for 14 years. While he was on the board, he was instrumental in the development of Kid’s Kingdom, Kenwood Heights Park, and the Dan Roberts Environmental Learning Center. He encouraged the City to complete a tree canopy study that was used in the development of landscape ordinances. He helped organize volunteers and partnered with the Texas Tree Foundation to replant 260 trees in neighborhoods after a 2015 tornado.

Lonnie also served for 10 years on the Board of Directors for Keep Rowlett Beautiful. 8 years of those years he served as the President. Under his leadership, Keep Rowlett Beautiful won the Governor’s Community Achievement Award in 2014.

Lonnie Cornwell didn't just advocate for parks; he helped design, build, and reforest them. This nature trail honors and recognizes his efforts spent ensuring that Rowlett remains a beautiful, vibrant and green place for families to gather.

**Discussion**

In accordance with City Council Resolution 04-15-03D, the Parks and Recreation Advisory Board has completed its evaluation of a September 2025 naming request. The Board’s Park Naming Subcommittee recommended renaming the Rowlett Nature Trail to the Lonnie Cornwell Memorial Nature Trail during the March 2026 meeting. The Board has formally approved this recommendation. If approved by Council, the Parks and Recreation Department will oversee the production, installation, and ongoing maintenance of the new signage.

**Financial/Budget Implications**

The cost for the production and installation of the new park sign at the park is not expected to exceed \$2,500, to be funded from the Rowlett Nature Trail project budget PK2137.

<b>Project Code</b>	<b>Project Title</b>	<b>Available Budget</b>	<b>Proposed Amount</b>	<b>Remaining Balance</b>
PK2137	Nature Trail Surface and Parking Lot	\$66,312.52	\$2,500.00	\$63,812.52
<b>TOTAL</b>		\$66,312.52	\$2,500.00	\$63,812.52

**Recommended Action**

Approve a resolution authorizing the renaming of the Rowlett Nature Trail to the Lonnie Cornwell Memorial Nature Trail; authorizing the City Manager or his designee to execute all necessary documents to effectuate purchase of naming signage; and providing an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS RENAMING ROWLETT NATURE TRAIL AS THE LONNIE CORNWELL MEMORIAL NATURE TRAIL; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR PURCHASE OF NAMING SIGNAGE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lonnie Cornwell was passionate about horticulture and was able to combine his livelihood in the horticulture industry with his passion for helping to beautify the Rowlett community; and

**WHEREAS**, Lonnie was a resident of Rowlett from 1988 until December 24, 2022, when he

passed away; and

**WHEREAS**, during his time in Rowlett, Lonnie served on Keep Rowlett Beautiful board of directors for 10 years, 8 as its President and also served on the Rowlett Parks and Recreation Advisory Board for 14 years, during which those boards made great strides and achievements for the beautification and preservation of nature in Rowlett for the benefit of all of its residents; and

**WHEREAS**, to honor Lonnie's lifetime of service to the City of Rowlett in pursuit of preservation of natural areas and parks, the Parks and Recreation Advisory Board has recommended the renaming of the Rowlett Nature Trail as the Lonnie Cornwell Memorial Nature Trail; and

**WHEREAS**, the City Council finds it to be in the best interest of the City to accept the recommendation of the Parks and Recreation Advisory Board and to rename the Rowlett Nature Trail as the Lonnie Cornwell Memorial Nature Trail;

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

**SECTION 1.** The Rowlett Nature Trail is hereby renamed the Lonnie Cornwell Memorial Nature Trail.

**SECTION 2.** The Interim City Manager or his designee is authorized to take all actions necessary to purchase and installation appropriate signage bearing the name of the Lonnie Cornwell Memorial Nature Trail and, where appropriate, providing explanatory detail regarding Lonnie Cornwell and his contributions to the beautification and preservation of parks and natural areas in the City of Rowlett.

**SECTION 3.** The City Secretary or her designee is directed to include on the City's official website a recognition of the naming of Lonnie Cornwell Memorial Nature Trail.

**SECTION 4.** This Resolution shall take effect immediately upon its passage.

**Attachments**

None