



# 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, May 5, 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.** Presentation of Rowlett Veterans Recognition Program certificate to Veteran, Master Sergeant John Francis Massad Jr. of the United States Air Force.
- 2.B.** Presentation of a proclamation recognizing City of Rowlett employees for the week of May 3-9, 2026 as Public Service Recognition Week.
- 2.C.** Proclamation recognizing the week of May 3-9, 2026 as Rowlett Detention Officers Week.
- 2.D.** Presentation of a proclamation recognizing the week of May 10-16, 2026, as National Police Week and May 15, 2026, as Peace Officers Memorial Day.
- 2.E.** Presentation of a proclamation recognizing the month of May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.
- 2.F.** Presentation of Winners of the Annual Writing Contest Sponsored by the Arts and Humanities Commission.
- 2.G.** Presentation of winners of the 2026 annual Young Artist Exhibit contest sponsored by the Arts and

Humanities Commission.

**2.H.** 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): April 20, 2026, City Council Work Session, and April 21, 2026, City Council Meeting.

**4.B. Consider action approving a one-year contract renewal period for stand-by disaster debris removal services.**

Consider action to adopt a resolution authorizing the fourth of four optional one-year contract renewal periods for stand-by disaster debris removal services with CrowderGulf, LLC, in an amount not to exceed \$6,000,000; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.C. Consider action approving a Qualified Firms List for professional engineering and related services.**

Consider action to adopt a resolution approving a Qualified Firms List for professional engineering and related services; authorizing the Interim City Manager or his designee to negotiate and execute Master Professional Services Agreements with the highest scoring firms for each discipline; and providing an effective date for each Agreement.

**4.D. Consider action approving an amendment to Section 2-132 of the Code of Ordinance.**

Consider action to adopt an ordinance amending Section 2-132 of the Code of Ordinance to include an additional ex-officio position to the Economic Development Advisory Board (EDAB).

**4.E. Consider action approving an appointment of an ex-officio position to the Economic Development Advisory Board (EDAB)**

Consider action to adopt a Resolution appointing Tori Owens to the newly added ex-officio position for Baylor Scott White Health - Lake Pointe on the Economic Development Advisory Board (EDAB).

**4.F. Consider action correcting a scrivener's error in Ordinance No. ORD-26-04-07.**

Consider action to adopt an ordinance correcting a scrivener's error in Ordinance No. ORD-26-04-07.

**5. Individual Consideration**

**5.A.** Conduct a public hearing and consider action to adopt an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 of the District, and making certain findings and determinations

relating to the District.

- 5.B. Consider action to adopt an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects)" and approving various documents related to such bonds.
- 5.C. Consider action to adopt a resolution establishing a Public Art Policy.
- 5.D. Consider action to adopt an ordinance amending Chapter 10 "Businesses", by adding a new Article XIII "Donation Bins" to define donation bins, establish permit and applications requirements, provide for location restrictions, create revocation and appeal process, and provide for requirements for maintenance of donation bins; for providing for a repelling clause; providing for a severability clause; providing for a savings clause; and for a penalty not to exceed two thousand dollars (\$2,000.00); and for providing for an effective date.
- 5.E. Consider action to adopt an ordinance of the City Council of the City of Rowlett, amending the code of ordinances, as heretofore amended, at chapter 10 "Businesses", Article XI "Rental Housing", Division 7 "Short Term Rentals" by adding a new Section 10.458A "Density Regulations; Exceptions", and by amending Section 10-459 to require an exterior sign; providing a severability clause; providing a conflict clause; and providing an effective date.
- 5.F. Consider action to adopt an ordinance of the City of Rowlett, Texas, amending the code of ordinances, City of Rowlett, Texas Article IV ("Regulation of Sex Offender Residency") of Chapter 34 ("Miscellaneous Offenses") by amending Section 34-71 to provide for an additional offense, prohibiting property owners from renting certain real property to registered sex offenders; providing a repealing clause; providing a savings clause; providing a serviceability clause; providing for a penalty of fine not to exceed the sum of \$500 for each offense; and, providing an effective date.
- 5.G. Conduct a public hearing and consider action to adopt an ordinance to amend the zoning for an approximately 2.85 acre tract described as a portion of Lot 6RA, Block A of the amending replat of Lukes Landing Lots 5ARA and 6RA, Block A, in the City of Rowlett, Dallas County, Texas and being more commonly known as 5408 Kenwood Drive in the City of Rowlett, Texas by amending the zoning for the property from General Commercial/Retail with an existing Special Use Permit (C-2-SUP) approved through Ordinance (Ord. 018-25) to Commercial/Retail with a new Special Use Permit which will allow expansion of the currently allowed unmanned aircraft systems hub use (C-2-SUP2).
- 5.H. Conduct a public hearing and consider action to adopt an ordinance regarding a request to amend the zoning ordinance and map of the City of Rowlett, as previously amended, by amending the zoning from Limited Commercial/Retail (C-1) district to a Planned Development district with a base zoning of Single Family Residential-5/15 (PD-SF5) for an approximately 1.8 acre tract commonly known as 2345 Fuqua Road, and being more particularly described as Block 1, Tract 1 of La Costa Addition, in the City of Rowlett, Dallas County, Texas.

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

## 6. Adjournment

*Deborah Sorensen*

Deborah Sorensen, TRMC, MMC, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the

doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the [City's website](#) on April 29, 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:** 5/5/2026

**Agenda Item:** 2.A.

**Title**

Presentation of Rowlett Veterans Recognition Program certificate to Veteran, Master Sergeant John Francis Massad Jr. of the United States Air Force.


**Staff Representative**

Jeff Winget, Mayor

**Executive Summary**

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

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Govern Transparently &amp; Inclusivity</b></p>	<p>1.1 Model diversity and inclusiveness.</p>

**Background Information**

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

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

The 48th Veteran to be recognized is Veteran Master Sgt. John Francis Massad Jr. who served our country in the U.S. Air Force.

List of previously recognized Veterans:

1. Donald Pierson, Sr.

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

**Discussion**

N/A

**Financial/Budget Implications**

N/A

**Recommended Action**

N/A

**Attachments**

1. Veteran Certificate of Recognition

# Certificate of Recognition

## Master Sergeant John Francis Massad Jr.

### Rowlett Veteran

The freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation, defending the Constitution, protecting the blessings of liberty and paying the price of freedom for us all. We are eternally grateful for those who have seen the horrors of war and the worst in society yet continue to serve and show the best of what humanity can be.

*In official recognition thereof, I hereby affix my signature  
this 5th day of May 2026.*



*Jeff Winget, Mayor*





**City of Rowlett  
City Council Agenda Item**

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.B.

**Title**

Presentation of a proclamation recognizing City of Rowlett employees for the week of May 3-9, 2026 as Public Service Recognition Week.


**Staff Representative**

Jeff Winget, Mayor

**Executive Summary**

The City has prioritized promoting operational excellence by developing a high-performing organization that delivers exemplary service through a well-trained and responsive workforce. Recognizing public service employees for their contribution to improving the organization for residents, businesses and visitors helps achieve that goal. The purpose of this item is to present a proclamation recognizing Public Service Recognition Week.

**Strategic Priority and Goal(s)**

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

**Background Information**

Public Service Recognition Week has been celebrated annually during the first full week of May since 1985. This week honors federal, state, county, and local government employees for their dedication, service, and contributions to the nation.

**Discussion**

Each year, during the first week in May, public service professionals are recognized for their dedication to improving the lives of those who live in, work in or visit our communities. The hard work that these dedicated professionals perform is an essential part of giving back to our communities around the world.

**Financial/Budget Implications**

N/A

**Recommended Action**

N/A

## **Attachments**

1. Proclamation - Public Service Recognition Week 2026



## *Proclamation*

**WHEREAS**, Congress and the President of the United States have designated May 3 - 9 as Public Service Recognition Week; and

**WHEREAS**, the City of Rowlett is strengthened and sustained by the dedication, professionalism, and service of its municipal employees; and

**WHEREAS**, these individuals work diligently across all departments to serve residents, support local businesses, and welcome visitors, ensuring the continued growth, safety, and vitality of the community; and

**WHEREAS**, the contributions of City of Rowlett employees reflect a commitment to excellence, integrity, and public service that enhances the quality of life for all who live, work, and visit the city; and

**WHEREAS**, Public Service Recognition Week 2026 provides an opportunity to recognize and celebrate the hard work, collaboration, and impact of municipal employees who help drive the City of Rowlett forward; and

**WHEREAS**, it is fitting and proper to honor these employees for their ongoing dedication and invaluable service to the public and the community as a whole;

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim the week of May 3 - 9, 2026 as

### **Public Service Recognition Week**

in the City of Rowlett, and encourage all residents, businesses, and visitors to join in expressing appreciation of all City of Rowlett employees for their service and commitment.

*In official recognition thereof, I hereby affix my signature  
this 5th day of May 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.C.

**Title**

Proclamation recognizing the week of May 3-9, 2026 as Rowlett Detention Officers Week.


**Staff Representative**

Mike Denning, 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 Detention Officers Week as May 3–9, 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**

Every year, the Police Department proudly celebrates and recognizes the excellent service provided by our distinguished co-workers who serve as detention officers.

**Discussion**

Few citizens fully understand how demanding the work of a Detention Officer is. It requires due diligence and dedication, qualities that our Detention Officers routinely display as they tackle the daily challenges and opportunities in managing the inmate population. Our Detention Officers consistently muster a can-do commitment to their work, creating and sustaining a safe workplace, making the best use of available resources, being an important part of the Criminal Justice System, and striving for excellence in everything they do. There is not a day at the Department that our detention officers do not make a difference in the level of quality policing, which is evident in the City of Rowlett.

The Rowlett Detention Facility is staffed by dedicated, well-trained Detention Officers tasked with supervising and securing inmates twenty-four hours a day. Like any similar facility, our detention facility carries a level of risk inherent in its daily operation. Although they perform their duties outside direct public view, they provide the best possible service to the community in an environment that can quickly turn dangerous.

Each year, the first full week in May is recognized as National Correctional Officers' Week, a time to recognize the men and women who work each day in jails, detention facilities, and prisons, maintaining security and safeguarding our community. Please take time out of your day during the week of May 3–9 2026, to thank those men and women who form the ranks of our Detention Officers for the job they do, day in and day out.

**Financial/Budget Implications**

N/A

**Recommended Action**

Recognize May 3–9, 2026 as Rowlett Detention Officers Week.

**Attachments**

1. Proclamation Detention Officers Week 2026

# Rowlett TEXAS *Proclamation*

**WHEREAS**, no group of Americans has a more difficult or less publicly visible job than the brave men and women who work in our detention facilities. These officers are entrusted with the difficult and often dangerous assignment of ensuring the custody, safety, and well-being of the inmates in our municipal jail. Their positions are essential to the day-to-day operations of the Police Department, and without them, it would be impossible to achieve the foremost institutional goals of security and control; and

**WHEREAS**, Detention Officers must protect inmates from violence from fellow prisoners while maintaining the security of the facility and the safety of the community; and

**WHEREAS**, in recent years, the duties of these officers have become increasingly complex and demanding as they are called upon to fill simultaneously custodial, supervisory, and counseling roles. The professionalism, dedication, and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserving of our utmost respect; and

**WHEREAS**, the important work of Detention Officers often does not receive the recognition it deserves. It is important that the public know and appreciate the capable handling of the physical and emotional demands made upon them daily, their profession requiring careful and constant vigilance with the threat of violence always present; and

**WHEREAS**, it is appropriate that we honor our Detention Officers for their invaluable contributions, their consistent and dedicated commitment to society, and for the many contributions and accomplishments made by these men and women who are a vital component of law enforcement.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, do hereby proclaim the week of May 3-9, 2026, as

## **ROWLETT DETENTION OFFICERS WEEK**

in the City of Rowlett and encourage all residents to join the City Council in recognizing not only the outstanding Detention Officers of Rowlett but detention and correctional officers throughout the Nation who dedicate their professional lives to the security of their communities.

*In official recognition thereof, I hereby affix my signature  
this 5th day of May, 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.D.

**Title**

Presentation of a proclamation recognizing the week of May 10-16, 2026, as National Police Week and May 15, 2026, as Peace Officers Memorial Day.

**Staff Representative**

Mike Denning, Police Chief

**Executive Summary**

The City has prioritized ensuring a safe community by providing proactive, citizen-oriented public safety services that enable residents, businesses, and guests to feel safe and be safe. Police Officers contribute to the City’s ability to deliver exceptional first-responder coverage and response times. This item aims to recognize the efforts of Police Officers by proclaiming May 10–16, 2026, as National Police Week.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
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**Promote  
Operational  
Excellence**

- 7.1 Provide responsive, reliable, and cost-efficient public services.
- 7.2 Become an employer of choice.

**Background Information**

National Police Week has been recognized in the United States since 1962. Through this program, the nation can be alerted to the dangers of police work and the dedication of the men and women serving in this occupation. Recognizing law enforcement personnel during this time each year also brings attention to the surviving family members of slain officers and to the National Police Officers Memorial, which is in Washington, DC, and funded through private donations as well as through tax dollars.

**Discussion**

Each year during this week, the names of law enforcement personnel who were killed in the line of duty are engraved on the National Police Officers Memorial. National Police Week is a way of bringing the community’s attention to the dedication and commitment of the employees of the Rowlett Police Department so that citizens are acutely aware that they serve because they are proud to do so. It is an honor to recognize their service to the community by declaring the week of May 10-16, 2026, National Police

Week.

Additionally, please join us in honoring those who have made the ultimate sacrifice during National Peace Officers Memorial Day, May 15, 2026, by remembering them in your thoughts and prayers.

**Financial/Budget Implications**

N/A

**Recommended Action**

Recognize May 15, 2026 as Peace Officers Memorial Day and the week of May 10–16, 2026, as National Police Week.

**Attachments**

1. Proclamation National Police Week and Peace Officer Memorial Day 2026

# Rowlett TEXAS *Proclamation*

**WHEREAS**, Congress and the President of the United States have designated May 15 as National Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

**WHEREAS**, the members of the Police Department of the City of Rowlett play an essential role in safeguarding the rights and freedoms of Rowlett; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the City of Rowlett Police Department unceasingly provide a vital public service; and

**WHEREAS**, we honor the law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, call upon all citizens of Rowlett and upon all patriotic, civic, and educational organizations to observe the week of May 10-16, 2026, as

## **NATIONAL POLICE WEEK**

With appropriate ceremonies and observances in which all our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Rowlett to honor the day of May 15, 2026, as

## **NATIONAL PEACE OFFICERS MEMORIAL DAY**

in the City of Rowlett, Texas, and encourage all citizens to remember our police officers. Further, I publicly salute the service of law enforcement officers in our community and in communities across the nation.

*In official recognition thereof, I hereby affix my signature  
this 5th day of May 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.E.

**Title**

Presentation of a proclamation recognizing the month of May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.


**Staff Representative**

Jeff Winget, Mayor

**Executive Summary**

Present a proclamation recognizing May as ALS Awareness Month.

**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**

Amyotrophic Lateral Sclerosis (ALS), often referred to as Lou Gehrig’s disease, is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord. ALS impacts an individual’s ability to move, speak, eat, and eventually breathe. Although the disease presents significant physical, emotional, and financial challenges for individuals and families, awareness, education, advocacy, and community support remain critical in the effort to improve quality of life and advance research.

Recognizing ALS Awareness Month provides an opportunity to raise public awareness about the disease, honor those living with ALS, remember those who have lost their lives, and support caregivers, families, medical professionals, and advocacy organizations working to address the impact of ALS.

**Discussion**

The proclamation recognizes the importance of increasing awareness of ALS and encourages the community to support education, advocacy, and research efforts related to the disease. This proclamation will allow the City of Rowlett to join communities across the nation in acknowledging ALS Awareness Month and showing support for individuals and families affected by ALS.

**Financial/Budget Implications**

N/A

**Recommended Action**

N/A

**Attachments**

1. Proclamation ALS Awareness Month 2026



## *Proclamation*

**WHEREAS**, amyotrophic lateral sclerosis (ALS), commonly known as Lou Gehrig's disease, is a progressive and fatal neurodegenerative disease in which the brain loses the ability to control voluntary muscle movement, gradually impairing a person's ability to walk, talk, eat, and ultimately breathe; and

**WHEREAS**, thousands of individuals are diagnosed with ALS each year, and it is estimated that every 90 minutes, someone is diagnosed with ALS and another person loses their life to the disease; and

**WHEREAS**, the average life expectancy following diagnosis is two to five years, underscoring the urgent need for effective treatments and a cure; and

**WHEREAS**, the exact cause of ALS remains unknown and there is currently no cure; and

**WHEREAS**, military veterans are disproportionately affected by ALS and are more likely to develop and die from the disease than those with no history of military service; and

**WHEREAS**, The ALS Association is the largest philanthropic funder of ALS research worldwide, having committed more than \$154 million to support over 550 research projects across the United States and in 18 countries; and

**WHEREAS**, Amyotrophic Lateral Sclerosis (ALS) Awareness Month provides an important opportunity to raise public awareness, recognize the profound impact of ALS on individuals and their families, and encourage continued investment in research to eradicate this disease.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim the month of May 2026 as

### **Amyotrophic Lateral Sclerosis (ALS) Awareness Month**

in the City of Rowlett and encourage all residents to support efforts to advance research, advocate for increased funding, and stand in solidarity with those affected by this disease.

*In official recognition thereof, I hereby affix my signature  
this 5th day of May 2026.*

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*Jeff Winget, Mayor, City of Rowlett*

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.F.

**Title**

Presentation of Winners of the Annual Writing Contest Sponsored by the Arts and Humanities Commission.


**Staff Representative**

Laura Tschoerner, Library Director

**Executive Summary**

The purpose of this item is to announce winners of this year’s Writing Contest sponsored by the Arts and Humanities Commission.

**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.</p>

**Background Information**

Sponsored annually, the Writing Contest is open to residents of Dallas and Rockwall counties. The competition features three categories: Poetry, Short Story and Short Works with Youth, Adult and Youth Spanish divisions. Only one entry is allowed per participant per category, and all works are presented anonymously for judging.

**Discussion**

The judging panel featured three accomplished individuals. Carlos Moreno is a writer with published fantasy and science fiction works, and has a recent involvement in the miniseries *Welcome to Eden*. Celia Storey retired to Rowlett in 2024 after a distinguished four-decade career as an award-winning columnist and features editor for the Arkansas Democrat-Gazette, and she continues to pursue her interests in ceramics, music, gardening, and community engagement. LaTanya Logan is an author, speaker, and community leader who works as a Federal Program Analyst, using her platform as

a cancer survivor and advocate to advance the transformative power of storytelling. Each judge was compensated \$300.

This year’s contest theme was *Shared Stories, Shared Spaces*. Winning entries can be viewed at [rowlett.com/writing](http://rowlett.com/writing). First place winners are awarded \$150, and second place winners are awarded \$50. The first and second place winners of the 2026 Rowlett Arts and Humanities Commission Writing Contest are:

**In the Adult Poetry Division**

First place goes to Stephanie Hawkins for *This Could Have Been an Email*

Second place goes to Alexandria Gurley for *Everything Is Not A Poem*

**In the Youth Poetry Division**

First place goes to Arwa Itani for *Foreign Childhood*

Second place goes to Lily Retta for *What We All Share*

**In the Youth Spanish Poetry Division**

First place goes to Aylin Villanueva for *Mi escuela*

Second place go to Joanthoni Estala for *We’re All Different*

**Adult Short Story Division**

First place goes to Patrick McCully for *Stories Shared in a Waiting Room*

Second place goes to Alan Winn for *The Kitchen Table*

**Youth Short Story Division**

First place goes to Kayley Murillo for *Some Nightmares Never End*

Second place goes to Lucy LaRock for *The Victoria and Albert Museum*

**Youth Spanish Short Story Division**

First place goes to Keysha Aguirre for *Lily y su primer dfa en la escuela*

Second place goes Kevin Notvaez for *The Time Travel Machine*

**Adult Short Work Division**

First place goes to Sstephanie Hawkins for *Built Different*

Second place goes to Amberley Gutierrez for *The Room*

**Youth Short Work Division**

First place goes to Sadie Osage For *Our Church*

Second place goes to Lucy LaRock for *Is This Fame?*

**Youth Spanish Short Work Division**

First place goes to Monserratt Velasquez for *Be Yourself*

Second place goes to Allison Sanchez for *My Dog Biggie*

**Financial/Budget Implications**

**Operational Budget Financial Table**

<b>Account Number</b>	<b>Account Title</b>	<b>Budget Amount Available</b>	<b>Proposed Amount</b>
1015530-6696	Boards & Commission	\$27,436	\$2,700
<b>TOTAL</b>		\$27,436	\$2,700

**Recommended Action**

Present awards to contest winners.

**Attachments**

None

**Meeting Date:** 5/5/2026

**Agenda Item:** 2.G.

**Title**

Presentation of winners of the 2026 annual Young Artist Exhibit contest sponsored by the Arts and Humanities Commission.


**Staff Representative**

Laura Tschoerner, Library Director

**Executive Summary**

The purpose of this item is to recognize winners of this year’s Young Artist Exhibit.

**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.</p>

**Background Information**

The Young Artist Exhibit is a regional competition sponsored annually by the City’s Arts and Humanities Commission. The competition is open to all public, private and homeschooled students in the Lake Ray Hubbard area, from kindergarten through high school.

**Discussion**

The Arts and Humanities Commission received 99 two-dimensional and three-dimensional entries in the following divisions: Grades K-2, Grades 3-5, Grades 6-8, and Grades 9-12. Entries were judged by Jessica Bell, who was paid \$200 and is a recognized National Community and Public Art Artist specializing in large-scale, mixed-media, fiber, and metal sculpture with public art installations across the country. Winning entries can be viewed at [Rowlett.com/YoungArtist](http://Rowlett.com/YoungArtist).

First Place winners in each category receive the following awards:

- Students in grades K-2 and 3-5 receive \$25
- Students in grades 6-8 receive \$50
- Students in grades 9-12 receive \$200

In grades 9–12, second place winners receive \$100 and third place winners receive \$50. All first place, second place, third place, and honorable mention winners receive prize ribbons.

The following will receive prize checks:

- First Place 2D – Division K-2: *A “Bear-y” Cold Winter* by Ella Sheppard
- First Place 2D - Division 3-5: *A Place Called Home* by Ellie Cook
- First Place 2D - Division 6-8: *Unwrapping* by Maryam Rashad
- First Place 2D - Division 9-12: *Portrait with White Sheets* by Alexa Hernandez
- First Place 3D – Division K-2: *Living Waters* by Kinsley Gallagher
- First Place 3D – Division 3-5: *Animal Decline and Extinction Preventer Stilt Walker* by River Adams
- First Place 3D - Division 6-8: *Sushi* by Faris Eid
- First Place 3D - Division 9-12: *Three Faces* by Max Alonzo
- Second Place 2D - Division 9-12: *The End* by Xuan Tran
- Second Place 3D - Division 9-12: *Bound by Time* by Cruz Chavez
- Third Place 2D - Division 9-12: *Behind Nature* by Angel Sarinana-Alvarado
- Third Place 3D - Division 9-12: *The Intertwined Giraffes* by Peace Shobande

**Financial/Budget Implications**

<b>Account Number</b>	<b>Account Title</b>	<b>Budget Amount</b>	<b>Available Amount</b>	<b>Proposed Amount</b>
1015530-6696	Boards & Commissions	\$27,436	\$20,560	\$1,100
<b>TOTAL</b>		\$27,436	\$20,560	\$1,000

**Recommended Action**

Present awards to contest winners.

**Attachments**

None



# CITY COUNCIL WORK SESSION MINUTES

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

Monday, April 20, 2026

6:00 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**

**1. CALL TO ORDER**

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

**2. CITIZENS INPUT**

1. Mark Taschek, Rowlett – Spoke regarding ORD-10-25 being revisited. Against any changes to the ordinance. This has been going on for six (6) years now. His neighbor has harassed him. There are no issues with his shed, it meets all regulations.
2. Dan Haney, Rowlett – Spoke regarding commercial lighting beaming into his house from Beacon Harbor. This has been going on since January. He also complained about no one responding to any of the alarms loudly going off at Beacon Harbor. This is an alarm nuisance.

**3. WORK SESSION**

**3A. Receive and discuss recommendations for award recipients of the Cultural Arts Grant and the Gary Alexander Arts in Education Grant.**

Laura Tschoerner, Library Director, presented this item. Stella Hunter and Michelle Stoudt-Wright of the Arts & Humanities Commission were also present. The Commission received eight (8) requests from local non-profit organizations for the Cultural Arts Grant. A Heart for Patriots – Quilts of Valor Foundation requested \$500 for supplies to sew Quilts of Valor for comfort and healing to those touched by war. Artist 'Round Texas requested \$850 for Visual Arts Programs at the Rowlett Community Centre. Briana Brown requested \$2,000 for startup to register sole proprietorship art business. Kids Who Rock requested \$3,000 for three (3) scholarships for classes. Neslie Fudge requested \$930 to display 50 photos for 12 months throughout the City of Rowlett. Rockwall Summer Musicals requested \$1,000 to support mainstage production and theater educational programs. Rowlett Quilters Guild requested \$2,000 for funds to rent space for a quilting demonstration, hardware, and publicity. Rowlett Summer Musicals requested \$2,000 for production expenses for set construction such as costumes and projections. The total requested by all applicants is \$12,280. The Arts & Humanities Commission recommended the Cultural Arts Grant be awarded as follows:

Applicant	Amount Requested	ACH Recommended Funding
A Heart for Patriots - Quilts of Valor	\$ 500	\$ 150
Artist 'Round Texas	\$ 850	\$ 150
Rowlett Quilters Guild	\$2,000	\$ 700
Rowlett Summer Musicals	\$2,000	\$2,000
<b>TOTAL</b>	<b>\$5,350</b>	<b>\$3,000</b>

The Commission received four (4) requests from local schools for the Gary Alexander Arts in Education Grant. Rowlett High School, Art Department requested \$2,188 for the purchase of color printer and extra ink for student artwork. Rowlett High School, Theatre Department requested \$5,000 to provide financial support to present a production of *Come from Away*. Stephens Elementary, Music Department requested \$3,514 for microphone equipment, recorders, and hand chimes for the elementary music program. Stephens Elementary, Art Department requested \$1,358 for 20 Li'l Davinci Art Cabinets to create a professional grade exhibition space. The total requested by all applicants is \$12,061.19. The Arts & Humanities Commission recommended the Gary Alexander Arts in Education Grant be awarded as follows:

Applicant	Amount Requested	ACH Recommended Funding
Rowlett High School, Art Department	\$2,188	\$1,142
Rowlett High School, Theatre Dept.	\$5,000	\$ 500
Stephens Elementary, Music Dept.	\$3,514	\$2,000
Stephens Elementary, Art Department	\$1,358	\$1,358
<b>TOTAL</b>	<b>\$12,060</b>	<b>\$5,000</b>

Councilmember Reaves asked why another taxing entity, GISD, is asking the city for money. Councilmember Gibbs asked Victoria Thomas, City Attorney, if it was legal to give money to another taxing entity. He was also curious why schools would ask the city for money. Ms. Thomas stated it has to be done through a funding agreement. Councilmember Reaves feels GISD should cover the expenses, not the city. He doesn't have a problem with the other grants. Mayor Winget stated this was opened to public and private schools. Funding for Fine Arts is never enough. The grant is designed to be for new programs or existing programs. Councilmember E. Bowers is in favor of the funding. This has been budgeted. If the next City Council wants to take this up, it is up to them. She feels like this is a good program. Ms. Tschoerner stated emails were sent to all Rowlett schools and previous recipients asking for applications. These are the only two schools that applied this year. Councilmember J. Bowers III stated that this is a use or lose and it should be honored this year. Councilmember Gibbs agreed not to pull the rug out from under them for this year.

**3B.** Receive and discuss a proposed Public Art Policy.

Laura Tschoerner, Library Director, presented this item. In 2015 The Arts & Humanities Commission approached City Council regarding a Public Art Program. This item is to discuss the adoption of a Public Art Policy to assist the Arts & Humanities Commission with the further development of public art in the City of Rowlett. There is a need for this policy. There is funding, but no strategy and have a policy for donations, but not to purchase art. The vision, purpose, and scope were defined. The project types include Capital, Neighborhood, Signature, Development, and Parks & Recreation assets. The project proposal would be required to provide locations, setting, goals & vision, budget & funding, schedule, stakeholders, and maintenance. The

responsibilities, members, and selection of the Artist Selection Panel were discussed. This establishes the Public Art workflow which consists of project generation, project proposal submissions, artist selection panel, call for artists/entries, review submissions, select and recommend finalist(s), administer contract, and then the creation of the art. Regarding selection, first open competition, have a limited/invitation competition, direct selection, direct purchase, and establish art registry. The consideration of the selection criteria are excellence, appropriateness, maintenance, design, safety, and artistic diversity. Exemptions include repairs to existing Public Art, temporary engagement projects, decoration or beautification projects, sidewalk art that is temporary in nature, temporary street murals, light pole banners, wayfinding signs for trails and public parks, decorations or wraps not of a commercial nature on utility boxes or dumpsters, and existing artwork on or in public property. The City of Rowlett will maintain the maintenance of public artwork. There was discussion of permanent and temporary requirements for acceptance of donations and the exceptions to the review process. Establish criteria for deaccessions and manner of disposition. Ms. Tschoerner would like to get maintenance scheduled for all art. Mayor Pro Tem Schupp confirmed that the city does not have a contractual obligation to have the artist repair the art. Staff is recommended that this takes the place of the Donation Policy. Mayor Winget confirmed that loans to other municipalities would not apply to this Policy. It would be considered temporary. Staff would like to get a maintenance obligation from the artist on how to clean and maintain the art. Mayor Pro Tem Schupp asked if this would be administered by the Arts & Humanities Commission as a group. Ms. Tschoerner stated there is a subcommittee but the Arts & Humanities Commission will be the one to consider recommendations and bring forward recommendations to City Council. There was a consensus to move forward with the Public Art Policy.

**3C. Receive an update regarding DART funding agreements & potential Projects.**

Kristoff Bauer, Interim City Manager, presented this item. The City has executed two separate interlocal agreements with DART to access funding for mobility projects. City Council approved an interlocal agreement (ILA) with DART on March 17, 2026, to participate in the General Mobility Program (GMP). The DART GMP makes the city eligible for a share of sales tax generated over the next six years. A total of \$4.7 million is estimated to be available through this program. The City has a previous ILA with DART relating to the improvement of Industrial Street and the intersection of Martin and Hwy 66. There is significant funding available under that ILA that needs to be obligated quickly. The initial funding was \$5,328,000, with \$1,097,035 being spent on East Industrial Street Rehab and Martin Drive Pedestrians Crossing. There is \$4,200,000 earmarked for a Sports Complex. The remaining money must be spent by September 2027.

The idea of a Downtown Sports Complex is to increase downtown activity, create a destination, and have a year-round attraction. The concern is no public feedback, time is short, and operations costs. The Downtown Sports Complex could possibly consist of an Ice Rink, Pickleball Courts, and maybe storage, bathrooms, and/or concessions. The recommendation is to have a Downtown Sports Pavilion. It would increase downtown activity, create a destination, have year-round attractions, use some funding for design and rendering, and quickly get community feedback. The possible front and side elevations were given. It would be a multi-use pavilion, with Pickleball Courts, Seasonal uses, and maybe storage, bathrooms, and electrical service.

Mayor Pro Tem Schupp stated we must get community feedback. He is concerned about the noise pollution from the pickleball courts being so close to the apartments. Mayor Winget stated DART is looking for something to pull people downtown. Having a cover pavilion like this would be a good

start. Deputy Mayor Pro Tem Britton wants public input. He is against the ice rink year-round. Councilmember Gibbs stated that there are always complaints about not having enough pickleball courts and they are always in use. Having more pickleball courts would be nice. He is concerned about maybe tearing up the pickleball courts during other activities. He does like the idea. Mayor Pro Tem Schupp said to call it a downtown pavilion and not a sports pavilion. Mr. Bauer requested to have electrical services and bathrooms. The bathrooms would be located closer to Martin Drive.

Mr. Bauer reviewed ideas for the General Mobility Program. He presented the plans for a pedestrian trail, downtown pavilion, and a Wayfinder at Martin Drive and Hwy 66, or other areas. The City must present their plan to DART by June 30<sup>th</sup>. Mayor Pro Tem Schupp asked if DART would allow for public art. Public art is in the Downtown Plan. DART is looking at reconfiguring the access area where the buses run and adding an additional pedestrian crossing. They are doing a feasibility study now. There were no other ideas at this time.

#### **4. Executive Session**

- 4A.** 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 ORD-10-25 Amending the Code of Ordinances Chapter 77-908 Illegal Nonconformity to provide a limited exception for certain accessory structures.
- 4B.** The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.072 (Deliberation regarding Real Property) to deliberate the purchase, exchange, lease, or value of real property located within the city limits of Rowlett, Texas.
- 4C.** 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: Interim City Manager.

**Mayor Winget adjourned the meeting into Executive Session at 7:20 pm.**

#### **5. Reconvene into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters.**

**Mayor Winget reconvened the meeting at 9:51 pm.**

No action was taken.

#### **6. Discuss Consent Agenda Items for April 21, 2026, City Council Meeting.**

No items were discussed.

#### **7. ADJOURNMENT**

Mayor Winget adjourned the meeting at 9:51 pm.



## CITY COUNCIL MEETING MINUTES

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

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Tuesday, April 21, 2026

7:00 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**

### **INVOCATION**

The invocation was led by Pastor Rev. Melissa Nelms, of First Rowlett United Methodist Church.

### **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.** Presentation of a proclamation recognizing April 22, 2026, as Administrative Professionals Day.

Councilmember E. Bowers presented the proclamation recognizing April 22, 2026, as Administrative Professionals Day.

#### **2B.** Presentation of a proclamation recognizing March through May 2026 as North Texas Community Cleanup Challenge Months.

Mayor Winget presented the proclamation recognizing the months of March through May 2026, as North Texas Community Cleanup Challenge Months.

#### **2C.** Presentation of a proclamation recognizing the month of April as National Safe Digging Month.

Mayor Pro Tem Schupp presented the proclamation recognizing the month of April as National Safe Digging Month.

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

Deputy Mayor Pro Tem Britton provided the following announcements:

**CITY SECRETARY'S OFFICE** - A General Election will be held on Saturday, May 2, 2026, to elect City Council Places 1, 3, and 5. Early voting began yesterday. There was no voting today due to San Jacinto Day. Early voting will resume tomorrow morning, Wednesday, April 22<sup>nd</sup> and run through Tuesday, April 28<sup>th</sup>. Dallas County residents can vote at the Rowlett Community Centre (5300 Main Street) and Rockwall County residents can vote at the Rowlett Utility Customer Service Center (6602 Dalrock Road). For more information go to [www.rowlett.com](http://www.rowlett.com)

### **COMMUNITY ENGAGEMENT - Upcoming Community Events:**

On Saturday, April 25 from 9 a.m. to noon, we'll host this year's Earth Day Celebration, "Our Power, Our Planet," in Downtown Rowlett. In partnership with Keep Rowlett Beautiful, the event will take the form of a farmer's market with eco-friendly vendors, creative reuse stations, and a variety of sustainable local initiatives. Residents are encouraged to bring reusable bags for a chance to win raffle prizes, and we hope everyone will stop by our local organizational booths to learn about meaningful ways to volunteer throughout the community.

Join us in **Downtown Rowlett** for our *LIVE ON MAIN Spring Series* happening Friday nights on **May 1st, 8th, and 15th from 6–9pm**. Enjoy a lively evening with a free concert, shop from a variety of local craft vendors, and be sure to visit our wonderful downtown restaurants and shops while you're here. It's the perfect way to spend a spring evening—see you on Main!

### **2026 Greatest American Clean-up & Texas Trash-off**

The City of Rowlett, in partnership with Keep Rowlett Beautiful (KRB), is proud to announce the [Greatest American Clean-up & Texas Trash-off](#) on Saturday, May 16, 2026, from 9:00 AM to 11:00 AM. This signature event is part of the nation's largest community improvement program and serves as a vital initiative to remove litter from our local roadways, parks, and the Lake Ray Hubbard shoreline.

This year's event also features the FIFA World Cup Mayor's Challenge, encouraging residents to join forces for a high-impact "spring cleaning" of our city. Volunteers of all ages are invited to participate in this collective effort to protect our local wildlife habitats and enhance Rowlett's natural beauty. If you need more information regarding this event, please visit [keeprowlettbeautiful.org](http://keeprowlettbeautiful.org)

**LIBRARY** - Rowlett Public Library invites everyone to help celebrate National Library Week with this year's theme: Find Your Joy at the Library. Discover new writers, or books on self-help and spiritual fulfillment, or connect with other crafters and book lovers in your community. Visit [Rowlett.com/Library](http://Rowlett.com/Library) to explore all the ways to Find Your Joy at the Library.

Visit the Library on Saturday, April 25 for Tabletop Games.

Morning Games from 10 am to 1 pm will be *Dragonbane: The Sinking Tower* and *The Portal Under the Stars*.

Afternoon Games from 2 pm to 5 pm will be *Sailors on the Starless Sea* and *The Tomb of Golden Ghosts*. This program is for older kids and adults.

The Arts & Humanities Commission is sponsoring a new initiative for the special needs community – SHINE which stands for Supporting Humanities, Integration, Neurodiversity, and Expression. The next SHINE program will be Saturday, May 16 at 3 pm at Rowlett Library where participants will explore Yoga Creations with relaxing sound and movement followed by pizza and a movie. Program participants are asked to visit [Rowlett.com/Arts](http://Rowlett.com/Arts) to pre-register.

The next Artist Exchange social event with the Arts and Humanities Commission is Thursday, May 14 at 6 pm at Drizl Coffee. Enjoy coffee, pastries, and a discussion with Rebecca Rowe about propaganda and censorship in children's literature.

Councilmember Gibbs provided the following announcements:

**POLICE** - National Drug Take Back Day is April 26 from 10am to 2pm at Fire Station #1 at 3900 Miller Road. Too often, unused prescription drugs find their way into the wrong hands or not properly destroyed. That's often tragic and dangerous for the environment. Clean out your medicine cabinets and turn in unneeded medication safely and anonymously at FD #1. No sharp objects, needles, or syringes will be accepted

**FIRE** – Most dryer vents collect lint over time causing a fire hazard, it's recommended you clean them annually. Commonly in the bathrooms and/or laundry rooms, exhaust vent fan covers collect dust and lint as well, restricting the flow of air, causing the fan motor to overheat. Keep an eye on those covers and clean them regularly.

The Rowlett Fire Department will host the **DFW Fire Games** on May 2, welcoming young men and women from across North Texas to compete in a regional event designed for Fire Explorers, Jr. Firefighters, and youth interested in pursuing careers in the fire service. The DFW Fire Games provide hands-on competition experiences that simulate real-world firefighting skills, emphasizing teamwork, leadership, physical fitness, and emergency response fundamentals. Participants will compete in a variety of challenges modeled after fireground operations while building confidence and learning the values of service and community responsibility. The competition begins at 8 am and will be held at the Rowlett Fire Station Two training grounds. Community members are encouraged to attend and support the next generation of public safety professionals.

**Fire Chief Candidate Meet and Greet** – The finalists for the City of Rowlett Fire Chief position will be at a community Meet and Greet at the Rowlett Community Center on Monday April 27<sup>th</sup> from 5:30 – 7:00pm. Come meet the finalists and provide your feedback.

**PARKS AND RECREATION** - Summer Camp and Swim Lesson registrations have begun! You can register by going to [www.rowlett.com](http://www.rowlett.com) or give us a call at 972-412-6170.

Rowlett Seniors are heading to Grapevine on Wednesday April 29<sup>th</sup>. Join us for a scenic outing on the DART Train and TexRail as we travel together for a day of shopping, exploring, and enjoying a delicious lunch. It's the perfect chance to get out, stay active, and make great memories with friends! This trip is free to sign up, but participants are responsible for purchasing their own train tickets and lunch. Be sure to bring comfortable walking shoes—there will be plenty of walking as we explore! For more information or to register, stop by the Rowlett Community Centre, call 972-412-6170, or visit [rowlett.com/seniors](http://rowlett.com/seniors).

Don't miss this exciting day on the rails—let's ride!

**Pet Supply Drive** – the Rowlett Youth Advisory Council is collecting pet supplies to benefit the Animal Shelter. Food, toys, beds, towels, collars, leashes, etc. will be graciously accepted. Donations box can be found at the Rowlett Community Centre, Rowlett Library and Bankhead Brewery. The last day to donate will be May 11<sup>th</sup>.

Councilmember Reaves introduced the Featured Pet, Patsy, a sweet girl that lights up around people and other dogs. Patsy is a 6-year-old mixed breed with the sweetest disposition and eyes

that will steal your heart. She is crate trained and housebroken and gets along well with other dogs. She enjoys quiet, relaxed moments, but still has a playful, happy side. She is ready to find a home of her own and a place where she can truly settle in. Remember Boomer, he has officially left the building and is now em-“barking” on an exciting new chapter. Thank you to everyone that shared his story, offered support, and believed he deserved this second chance. To adopt Patsy, or one of her companions, come by the Animal Shelter at 4402 Industrial Street from 10 am to 5 pm, Tuesday through Saturday.

### **3. CITIZENS INPUT**

1. Dave Holl, Rowlett – Spoke regarding the drowning at Paddle Point Park eight (8) days ago. He complained of people using restricted area, which the City should secure.
2. Josh Brock, Richardson – He is the President of Rowlett’s Firefighter’s Association Local #3358. He represents 104 firefighters. He read a statement from the association’s membership. Chief Ensley has been passed over twice for Fire Chief but has been asked to serve as Interim Fire Chief. On April 11, 2026, there was a unanimous vote to declare Interim Fire Chief Ensley to be the next Fire Chief.
3. Denise Eljoohi, Rowlett – Spoke regarding accessory building at 6602 Warwick and Section 77-805 and 77-908 of Code of Ordinances.
4. Hasan Eljoohi, Rowlett – Spoke regarding accessory building at 6602 Warwick. It was built without a permit. He wants the inspection reports.
5. Partick Bandle, Rowlett – Spoke regarding the Lake Bend Estates screening wall. There hasn’t been any communication with the residents regarding the screening wall. The last communication was that the projected start date is June 1, 2026. They need to see movement.
6. Rhonda Johnson, Rowlett – Spoke regarding upgrades to the Nature Trail. City did a good job.
7. Elaine Ritchie, Rowlett – Spoke regarding advocating for firefighters. Her husband, Dustin, came to Rowlett as a firefighter. Rowlett is the least supportive of all three (3) cities that her husband has worked for. Pay is subpar compared to other cities. The refrigerator was broken, the air conditioning was out, they are not being taken care of.

### **4. CONSENT AGENDA**

**Agenda item 4B was removed from Consent Agenda to be individually considered.**

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

Consider action to approve minutes from the following City Council meeting(s): April 6, 2026, City Council Work Session, and April 7, 2026, City Council Meeting.

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

#### **4B. Consider action awarding the FY2026 Cultural Arts Grants and Gary Alexander Arts in Education Grants.**

Consider action to adopt a resolution awarding the FY2026 Cultural Arts Grants and Gary Alexander Arts in Education Grants based on a recommendation from the Arts and Humanities Commission.

Councilmember E. Bowers stated she researched transferring money from one taxing entity to another taxing entity. It is allowed. The top three (3) states in the nation spend \$33,400, \$27,000 and \$20,600 per student. Texas is 41<sup>st</sup> in the nation for spending for students, which is \$12,170. Texas Art Culture accounts for about \$7.3 billion for the state economy. Every dollar is equal to \$5.11 in economic spending. The State of Texas has committed taxpayer dollars in the amount of \$1.5 billion over the next decade to attract Film and TV Productions. She feels spending \$5,000 on the Gary Alexander Arts and Education Grants is a great way to award grant money.

A motion was made by Councilmember E. Bowers, seconded by Councilmember J. Bowers III, to adopt the resolution. **Motion passed 7-0.**

**This item was approved as RES-26-04-29R.**

**4C. Consider action declaring twenty (20) used bicycles as surplus property.**

Consider action to adopt a resolution declaring twenty (20) used bicycles as surplus property to be donated to GISD.

**This item was approved on the Consent Agenda as RES-26-04-30R.**

**4D. Consider action declaring three (3) used police bicycles as surplus property.**

Consider action to adopt a resolution declaring three (3) used police bicycles as surplus property so they can be donated to the City of Sachse (Sachse Police Department).

**This item was approved on the Consent Agenda as RES-26-04-31R.**

**4E. Consider action awarding a contract for SH 66 East Sewer Rehabilitation Project Phase 2.**

Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-32-B, SH 66 East Sewer Rehabilitation Project Phase 2 (advertised as SH 66 East Sewer Rehabilitation Project 2): 18"/15" Sanitary Sewer Line Rehabilitation, to Muniz Construction, Inc., for an amount not to exceed \$4,452,624 (\$4,047,840 plus a ten percent (10%) contingency of \$404,784); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

**This item was approved on the Consent Agenda as RES-26-04-32R.**

**A motion was made by Councilmember Reaves, seconded by Deputy Mayor Pro Tem Britton, to approve the Consent Agenda as read. Motion passed 7-0.**

**5. INDIVIDUAL CONSIDERATION**

**5A. Consider the adoption of a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for The Trails at Cottonwood Creek Public Improvement District, calling a public hearing on the levy of special assessments against property in Neighborhood Improvement Areas #2-3, approving a Second Amendment to Development Agreement and approving all other matters related thereto.**

Michael Kuhn, Treasurer and Debt Manager, presented this item. The request is to accept the Preliminary Service and Assessment Plan and proposed Assessment Rolls for Neighborhood Improvement Areas (NIA) #2-3, call for a public hearing for May 5, 2026 on the levy of special assessments within NIA #2-3, approve a Second Amendment to Development Agreement to adjust maximum bond tenor to allow a 30-year final maturity, and clarify timing of EMS/Fire Facility funding to align with the next phase of bond issuance. The Trails at Cottonwood Creek Planned Development and financial impact were discussed, as well as the history of the Public Improvement District (PID). The NIA #2-3 Bond issuance is to levy PID Assessments of \$14,146,000, total assessment levy/lien on property, with a tax PID equivalent rate of \$0.324, based on projected completed home value at buildout. The issuance of PID Revenue Bonds is on a phase-by-phase basis. In May 2021 Master Bonds in the amount of \$5,065,000 and IA #1 in the amount of \$2,543,000 were issued. This NIA #2-3 in the amount of \$6,538,000 will be issued in May 2026 if approved. The next steps are to conduct the public hearing for the levy of assessments for NIA #2-3, adopt NIA #2-3 Assessment ordinances, and approve the Bond ordinance for NIA #2-3.

Preston Walhood, Developer, gave update on the development. Staff have worked with the developer as problems developed. He reviewed the various lot sizes. NIA #3 is in Rockwall County, while the rest of the development is in Dallas County. He gave kudos to staff and the city's consultants on this project. Part of the improvements for this project were off-site sewer improvements; the developer upgraded the lift station at Liberty Grove and the northside lift station. They also installed a new force main from Liberty Grove to the gravity main and upgraded the gravity mains from 15 inches to 18 inches. This resolved issues that were existing in those lift stations. The northside lift station was surcharging when it rained, so when you had rain infiltration, it caused raw sewage to rise out of the lift station. That has now been resolved. The estimated costs of the improvements were initially \$2 million, but it ended up costing \$5.2 million. The City's contribution remained static at \$1.05 million.

**A motion was made by Mayor Pro Tem Schupp, seconded by Deputy Mayor Pro Tem Britton, to adopt a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for The Trails at Cottonwood Creek Public Improvement District, calling a public hearing on the levy of special assessments against property in Neighborhood Improvement Areas #2-3 and approving a Second Amendment to Development Agreement. Motion passed 7-0.**

**This item was approved as RES-26-04-33R.**

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

Deputy Mayor Pro Tem Britton requested to discuss requiring SUP for liquor stores. Mayor Winget seconded the request. It will be put on a work session at a later date.

## **6. ADJOURNMENT**

Mayor Winget adjourned the meeting at 8:08 pm.

**Meeting Date:** 5/5/2026

**Agenda Item:** 4.B.

**Title**

**Consider action approving a one-year contract renewal period for stand-by disaster debris removal services.**


Consider action to adopt a resolution authorizing the fourth of four optional one-year contract renewal periods for stand-by disaster debris removal services with CrowderGulf, LLC, in an amount not to exceed \$6,000,000; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**

Blake Margolis, Emergency Management Coordinator

**Executive Summary**

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Ensure a Safe Environment</b></p>	<p>2.1 Emphasize planning, preparedness, and prevention in emergency management.</p>

**Background Information**

On May 17, 2022, the City Council approved the initial 12-month period for primary, secondary, and tertiary stand-by disaster debris removal services contracts with CrowderGulf, LLC., Ceres Environmental Services, Inc., and DRC Emergency Services, respectively (RES-053-22). On May 2, 2023, the City Council approved the first of four optional one-year contract renewal periods for all contracts (RES-051-23). On July 1, 2025, the City Council approved the third of four optional one-year contract renewal periods (RES-077-25) with only the primary contractor, CrowderGulf, LLC. As of this item, no contracts have been activated.

**Discussion**

The objective of contracting for stand-by disaster debris removal services is to secure the services of a qualified firm for the clearance, demolition, removal, reduction, and

disposal of disaster related debris, in order to eliminate the immediate threat to public health and safety. This is a stand-by contract, and will be activated only if an event occurs and staff requests that City Council approve a specific incident task order.

The scope of work for specific incident contracts could include coordinating and mobilizing an appropriate number of cleanup crews to the City upon receipt of a Notice to Proceed. All roadways designated by the City will be cleared within a specified time frame depending upon the nature and scope of the affected area. All work will conform to established FEMA guidelines if a federal declaration is anticipated. Reduction, removal, and disposal alternatives will be considered at the time of the specific event and will be influenced by the nature and scope of the debris.

**Financial/Budget Implications**

There is no stated budget impact from this renewal. Any financial implications from this contract extension will be dependent upon an actual event and the scope and nature of that event. Therefore, this agreement is an incident-specific task order contract. Staff will include possible financial/budget implications in all task order requests.

**Recommended Action**

Move to adopt a resolution authorizing the fourth of four optional one-year contract renewal periods for stand-by disaster debris removal services with CrowderGulf, LLC, in an amount not to exceed \$6,000,000; authorize the 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, AUTHORIZING THE FOURTH OF FOUR OPTIONAL ONE-YEAR RENEWAL PERIODS OF THE CITY’S CONTRACT FOR STAND-BY DISASTER DEBRIS REMOVAL SERVICES WITH CROWDERGULF, LLC, IN AN AMOUNT NOT TO EXCEED \$6,000,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide for the removal of debris in the event a disaster occurs; and

**WHEREAS**, on May 17, 2022, the City Council of the City of Rowlett authorized the initial 12-month stand-by disaster debris removal services contract with four optional one-year contract renewal periods with CrowderGulf, LLC., as the primary services provider; and

**WHEREAS**, on May 2, 2023, the City Council of the City of Rowlett approved the first of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC; and

**WHEREAS**, on July 16, 2024, the City Council of the City of Rowlett approved the

second of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC; and

**WHEREAS**, on July 1, 2025, the City Council of the City of Rowlett approved the third of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC; and

**WHEREAS**, the City Council of the City of Rowlett finds it to serve the public health, safety and general welfare of the citizens of the City of Rowlett to authorize the fourth of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC;

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

**SECTION 1:** That the City Council of the City of Rowlett, Texas does hereby authorize the fourth of four optional one-year contract renewals to extend the existing contract for stand-by disaster debris removal services with CrowderGulf, LLC, for a total contract price not to exceed \$6,000,000.00.

**SECTION 2:** The City Manager is authorized to execute the contract renewal and any necessary and related documents.

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

**Attachments**

- 1. Attachment 1 - Crowder Gulf, LLC Renewal Letter
- 2. Attachment 2 - RES-077-25 Crowder Gulf, LLC Renewal 3 of 4
- 3. Attachment 3 - CrowderGulf, LLC Contract

March 11, 2026

Mr. Kristoff Bauer  
Interim City Manager  
City of Rowlett  
4000 Main Street  
Rowlett, TX 75088

via email: kbauer@rowlett.com

**Re: Contract Renewal for Disaster Debris Removal Services**

Dear Mr. Bauer:

On June 10, 2022, the City of Rowlett entered into a contract with CrowderGulf for Disaster Debris Removal Services, RFP No. 2022-10. The term of this Contract commenced on the effective date and will be for a period of one (1) year with the option of four (4) one (1) year renewal periods. This will be the fourth renewal option for the City.

If the City of Rowlett is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of June 09, 2027.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Rowlett needs our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail to jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile  
President

***RENEWAL ACCEPTANCE – City of Rowlett, TX***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*



# City of Rowlett

## Official Copy

4000 Main Street  
Rowlett, TX 75088  
www.rowlett.com

### Resolution: RES-077-25

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE THIRD OF FOUR OPTIONAL ONE-YEAR RENEWAL OF THE CITY’S CONTRACT FOR STAND-BY DISASTER DEBRIS REMOVAL SERVICES WITH CROWDERGULF, LLC., IN AN AMOUNT NOT TO EXCEED \$6,000,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to provide for the removal of debris in the event a disaster occurs; and

**WHEREAS**, on May 17, 2022, the City Council of the City of Rowlett authorized the initial 12-month stand-by disaster debris removal services contracts with four optional one-year contract renewal periods with CrowderGulf, LLC., as the primary service provider; Ceres Environmental Services, Inc., as the secondary service provider; and DRC Emergency Services, as the tertiary service provider; and

**WHEREAS**, on May 2, 2023, the City Council of the City of Rowlett approved the first of four optional one-year contract renewal periods to extend the contracts with CrowderGulf, LLC., Ceres Environmental Services, Inc., and DRC Emergency Services; and

**WHEREAS**, on July 16, 2024, the City Council of the City of Rowlett approved the second of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC.; and

**WHEREAS**, the City Council of the City of Rowlett finds it to serve the public health, safety and general welfare of the citizens of the City of Rowlett to authorize the third of four optional one-year contract renewal periods to extend the contract with CrowderGulf, LLC;

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

**SECTION 1:** The City Council of the City of Rowlett does hereby authorize the third of four optional one-year contract renewals to extend the existing contract for stand-by disaster debris removal services with CrowderGulf, LLC., for a total contract price not to exceed \$6,000,000.00.


**SECTION 2:** The City Manager is authorized to execute the contract renewal and any necessary and related documents.

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


At a meeting of the City Council on July 1, 2025, this Resolution be adopted. The motion carried by the following vote:

**Ayes: 7** Mayor Winget, Mayor Pro Tem Schupp, Deputy Mayor Pro Tem Britton, Councilmember Reaves, Councilmember Gibbs, Councilmember Bowers and Councilmember Bowers III.

(The remainder of this page was intentionally left blank.)

Approved by   
Jeff Winget, Mayor

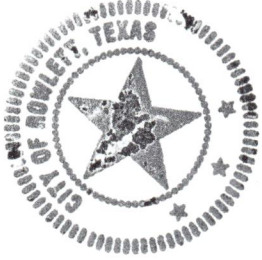
Date July 1, 2025

Approved to form by   
Victoria Thomas, City Attorney

Date July 1, 2025

Certified by   
Deborah Sorensen, City Secretary

Date July 1, 2025



March 14, 2025

## Exhibit B

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

via email: DHall@rowlett.com

### Re: Contract Renewal for Disaster Debris Removal Services, RFP No. 2022-10

Dear Mr. Hall:

On June 10, 2022, the City of Rowlett entered a contract with CrowderGulf for Disaster Debris Removal Services, RFP No. 2022-10. The term of this Contract commenced on the effective date and will be for a period of one (1) year with the option of four (4) one (1) year renewal periods.

In Addendum No. 2 of the RFP it states that contract pricing may be adjusted, according to a mutually agreed upon and uniform price adjustment methodology (e.g., using CPI-W). According to the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index over the last twelve (12) months, the all items index has increased three percent (3%). At this time CrowderGulf is requesting a price increase of three percent (3%).


If the City of Rowlett is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of June 09, 2026.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Rowlett requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail to jramsay@crowdergulf.com.

Best regards,

  
Ashley Ramsay-Naile  
President

RENEWAL ACCEPTANCE - City of Rowlett, TX

  
Signature

DAVID HALL  
City Manager Name/Title

3/21/2025  
Date

SCHEDULE ONE – HOURLY LABOR AND EQUIPMENT PRICE SCHEDULE

SCHEDULE ONE – PART ONE	
Equipment Category (includes required operators, fuel, and maintenance)	Hourly
Air Curtain Burner, Self-Contained System	\$51.50
Bucket Truck, 50 ft.	\$113.30
Bucket Truck, 50ft. to 75ft.	\$154.50
Chipper (Brush), 12+ inch	\$77.25
Crane, Up to 15 ton	\$113.30
Crane, 15-30 Ton	\$123.60
Crane, 30 Ton	\$154.50
Crane, 50 Ton	\$257.50
Crane, 100 Ton	\$437.75
Crash Truck w/Impact Attenuator	\$66.95
Dozer, Tracked, CAT D3 or Equivalent	\$72.10
Dozer, Tracked, CAT D4 or Equivalent	\$87.55
Dozer, Tracked, CAT D5 or Equivalent	\$103.00
Dozer, Tracked, CAT D8 or Equivalent	\$133.90
Dump Truck, 5-15CY	\$56.65
Dump Truck, 16-24 CY	\$97.85
Dump Truck, 25-34 CY	\$113.30
Dump Truck (Trailer Dump with Tractor) 35-44 CY	\$139.05
Dump Truck (Trailer Dump with Tractor) 45-54 CY	\$149.35
Dump Truck (Trailer Dump with Tractor) 55-64 CY	\$169.95
Dump Truck (Trailer Dump with Tractor) 65-74 CY	\$190.55
Dump Truck (Trailer Dump with Tractor) 75+ CY	\$231.75
Excavator, Hydraulic, 1.5 CY	\$149.35
Excavator, Hydraulic, 2.5 CY	\$159.65
Excavator, Hydraulic, 3.5+ CY	\$169.95
Excavator, Hydraulic, 1.5 CY (with thumb)	\$159.65
Excavator, Hydraulic, 2.5 CY (with thumb)	\$169.95
Excavator/Trackhoe, Rubber Tire (with debris grapple) Cat 315C/JD or Equivalent	\$103.00
Fuel Truck (1,000 gallon; does not include fuel to be disbursed)	\$123.60
Generator, 200 kW, List kW Capacity 200 kW	\$772.50
Generator, 600 kW, List kW Capacity 600 kW	\$1,854.00
Grader w/12' Blade (Min. 30,000 LB)	\$123.60
Light Tower, Portable, with generator	\$41.20
Loader, Backhoe 1.5 CY	\$113.30
Loader, Rubber Tire Front End, 2-5 CY capacity	\$164.80
Loader, Front End, 544 (with debris grapple) or equivalent	\$164.80
Loader, Knuckleboom, 216 Prentice or equivalent	\$133.90
Loader, Self, Knuckleboom Truck, 25-35 CY Body	\$103.00
Loader, Self, Knuckleboom Truck, 35-45 CY Body	\$103.00
Loader, Skid Steer (with bucket), Bobcat 753 o	\$25.75
Loader, Trackhoe 690 JD or equivalent	\$149.35
Loader, Wheel, CAT 955 or equivalent	\$164.80
Loader, Wheel, CAT 966 or equivalent	\$185.40
Low Bed Equipment Trailer with Tractor, 12 ton capacity	\$123.60
Low Bed Equipment Trailer with Tractor, 35 ton capacity	\$133.90
Low Bed Equipment Trailer with Tractor, 50 ton capacity	\$144.20
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$360.50



**SCHEDULE TWO - UNIT RATE PRICE SCHEDULE**

Reference to RFP Scope of Services. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Vendors are requested to provide a cost for ancillary items; however, these costs will not be used for evaluative purposes. The debris amounts below are based on an EF-4 tornado, similar to the December 26, 2015 tornado, impacting the City of Rowlett and generating approximately 300,000-350,000 CY of debris on City ROW or public property. City DMS sites are expected to be located within City boundaries and final disposal is expected to, mostly if not all, occur at the Hinton Landfill (3175 Elm Grove, Rowlett, TX 75089). Additionally, the City expects that backup sites will all be located within 45.00 miles of a collection point. However, due to factors outside of the control of the City, it is impossible to guarantee specific DMS(s) and final disposal site locations. Therefore, this unit rate price schedule reflects this uncertainty through a possible set of transportation distance ranges.

<b>Schedule Two – Part One</b>			
<b>1. Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris the City ROW or public property to a City approved DMS or final disposal site. <i>Based on an estimated 200,000 CY of vegetative debris.</i>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	175,000	\$7.42	\$1,298,500.00
15.00-29.99 Miles	20,000	\$8.45	\$169,000.00
30.00-44.99 Miles	2,500	\$9.48	\$23,700.00
45.00 Miles or Greater	2,500	\$10.51	\$26,275.00
<b>2. C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D debris on public property or ROW to a City approved DMS or final disposal site. <i>Based on an estimated 100,000 CY of C&amp;D debris.</i>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	87,500	\$7.42	\$649,250.00
15.00-29.99 Miles	10,000	\$9.48	\$94,800.00
30.00-44.99 Miles	1,250	\$10.51	\$13,137.50
45.00 Miles or Greater	1,250	\$12.57	\$15,712.50
<b>3. Demolition, Removal, Transport, and Disposal of Non-RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of non-RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$14.42	\$315,798.00
15.00-29.99 Miles	2,500	\$15.45	\$38,625.00
30.00-44.99 Miles	300	\$17.51	\$5,253.00
45.00 Miles or Greater	300	\$19.57	\$5,871.00
<b>4. Demolition, Removal, Transport, and Disposal of RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$19.06	\$417,414.00
15.00-29.99 Miles	2,500	\$21.12	\$52,800.00
30.00-44.99 Miles	300	\$23.18	\$6,954.00

45.00 Miles or Greater	300	\$25.24	\$7,572.00
<b>5. DMS Management, Operations, and Separation/Reduction</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
Management Costs, including cost of site preparation, site management, acceptance, segregation/separation, staging, erosion control, and other required work that is not direct debris reduction work. This cost is based on anticipated incoming debris and must be separate from the cost of directly reducing eligible debris.	225,000	\$0.52	\$117,000.00
Grinding (Vegetative Debris)	125,000	\$2.99	\$373,750.00
Air Curtain Burning (Vegetative Debris)	25,000	\$2.27	\$56,750.00
Controlled Burning (Vegetative Debris)	25,000	\$1.96	\$49,000.00
Compacting (C&D Debris)	50,000	\$2.99	\$149,500.00
<b>6. Collection and transportation of processed (grinding) vegetative debris from DMS to final disposal site. Assumes a total of ~31,200 CY from ~75% reduction through grinding.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	27,000	\$3.35	\$90,450.00
15.00-29.99 Miles	3,000	\$4.38	\$13,140.00
30.00-44.99 Miles	600	\$5.82	\$3,492.00
45.00 Miles or Greater	600	\$6.70	\$4,020.00
<b>7. Collection and transportation of processed (burning) vegetative debris from DMS to final disposal site. Assumes a total of ~2,550 CY from ~95% reduction through burning.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	2,200	\$6.70	\$14,740.00
15.00-29.99 Miles	250	\$8.76	\$2,190.00
30.00-44.99 Miles	50	\$10.82	\$541.00
45.00 Miles or Greater	50	\$12.88	\$644.00
<b>8. Collection and transportation of processed (separated and compacted) C&amp;D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$4.89	\$107,091.00
15.00-29.99 Miles	2,500	\$5.92	\$14,800.00
30.00-44.99 Miles	300	\$7.98	\$2,394.00
45.00 Miles or Greater	300	\$9.01	\$2,703.00
<b>9. Removal of Hazardous Trees and Limbs</b> Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	<b>Estimated Quantity (Tree)</b>	<b>\$ Per Tree</b>	<b>Total</b>
6.00"-12.99" Diameter	250	\$46.35	\$11,587.50
13.00"-24.99" Diameter	200	\$108.15	\$21,630.00
25.00"-36.99" Diameter	100	\$206.00	\$20,600.00
37.00"-48.99" Diameter	50	\$309.00	\$15,450.00
49.00" and larger Diameter	25	\$381.10	\$9,527.50
1-4 Limbs (2" or Greater at Break) Per Tree	2,000	\$77.25	\$154,500.00
5-8 Limbs (2" or Greater at Break) Per Tree	1,000	\$77.25	\$77,250.00

9 or Greater Limbs (2" or Greater at Break) Per Tree	500	\$82.40	\$41,200.00
<b>10. Removal of Hazardous Stumps</b> Work consists of removing eligible hazardous stumps from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Price includes the cost to fill the root-ball hole.	<b>Estimated Quantity (Stump)</b>	<b>\$ Per Stump</b>	<b>Total</b>
24.10"-36.99" Diameter	50	\$185.40	\$9,270.00
37.00"-48.99" Diameter	25	\$288.40	\$7,210.00
49.00" or Greater Diameter	10	\$391.40	\$3,914.00
<b>11. Sand, Silt, and Debris Removal from Detention/Retention Structures</b> Works consists of collection of sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$26.78	\$586,482.00
15.00-29.99 Miles	2,500	\$30.90	\$77,250.00
30.00-44.99 Miles	300	\$35.02	\$10,506.00
45.00 Miles or Greater	300	\$39.14	\$11,742.00
<b>12. Household Hazardous Waste Removal, Transport, and Disposal</b> Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a permitted and City-approved DMS, hazardous waste facility, or MSW Type I landfill.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Household Hazardous Waste	20,000	\$6.44	\$128,800.00
<b>13. ROW White Goods Debris Removal</b> Work consists of the collection of white goods from the ROW, removal of refrigerants, decontamination, and transportation to a City approved DMS, recycling facility, or final disposal site.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Each Unit</b>	<b>Total</b>
AC units, refrigerators, and freezers requiring refrigerant recovery and decontamination	100	\$41.20	\$4,120.00
Washers, dryers, stoves, ovens, and hot water heaters	100	\$41.20	\$4,120.00
<b>14. Dead Animal Carcasses</b> Work consists of the recovery and disposal of dead animal carcasses.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Removal and Disposal of Animal Carcasses	2,500	\$1.03	\$2,575.00
<b>15. ROW Electronic Waste Removal</b> Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves, unless otherwise specified in writing by the City.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Electronic Waste	2,000	\$36.05	\$72,100.00
<b>Schedule Two – Part One Total</b>		<b>\$</b>	<b>5,412,701.00</b>

<b>Schedule Two – Part Two</b>			
<b>16. Storm Drain and Catch Basin Debris Removal</b> Work consists of the removal of eligible debris from the City's maintained storm drains and catch basins and transport to a City approved DMS or final disposal site.	<b>Estimated Quantity (Linear Feet)</b>	<b>\$ Per Linear Foot</b>	<b>Total</b>
Cleaning and clearing of storm drain lines. Drain line diameter 0.00"-15.00"	1,000	\$6.18	\$6,180.00
Cleaning and clearing of storm drain lines. Drain line diameter 15.01"-36.00"	1,000	\$8.24	\$8,240.00
Cleaning and clearing of catch basins and inlets.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Catch Basin/Inlet</b>	<b>Total</b>
4'x4'	50	\$412.00	\$20,600.00
8'x8'	10	\$669.50	\$6,695.00
10'x10'	5	\$978.50	\$4,892.50
20'x20'	5	\$1,236.00	\$6,180.00
<b>12. Waterborne Debris Removal</b> Work consists of the removal of eligible waterborne debris from City maintained canals and waterways and transport to a City approved DMS or final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	2,200	\$82.40	\$181,280.00
15.00-29.99 Miles	250	\$92.70	\$23,175.00
30.00-44.99 Miles	50	\$97.85	\$4,892.50
45.00 Miles or Greater	50	\$103.00	\$5,150.00
<b>10. Abandoned Vehicle or Derelict Vessel Removal</b> Work consists of the removal and transport of eligible abandoned vehicles. <i>For estimating purposes, Federal Highway Administration (FHWA) classifications are used for vehicles below. Transport distances between the removal locations and staging area(s) are expected to be under 15 miles.</i>	<b>Estimated Quantity (Each)</b>	<b>\$ Per Vehicle/Boat</b>	<b>Total</b>
Class 1 – Motorcycles	5	\$77.25	\$386.25
Class 2 – Passenger Cars	50	\$103.00	\$5,150.00
Class 3 – Other Two-Axle, Four-Tire Single Unit Vehicles (e.g., pickups, panels, vans, campers, motor homes, ambulances, hearses, carryalls, and minibuses)	50	\$154.50	\$7,725.00
Class 4 – Buses (e.g., school, transit, and other traditional buses serving as passenger-carrying vehicles)	1	\$360.50	\$360.50
Class 6 to 12 – Tractor-Trailer	3	\$360.50	\$1,081.50
Class A Boat (less 16 feet length overall)	5	\$875.50	\$4,377.50
Class I Boat (16 to less than 26 feet length overall)	5	\$2,266.00	\$11,330.00
Class II Boat (26 to less than 40 feet length overall)	1	\$3,708.00	\$3,708.00
Class III Boat (40 to less than 65 feet length overall)	1	\$9,270.00	\$9,270.00
<b>Schedule Two – Part Two Total</b>		<b>\$ 310,673.75</b>	
<b>Schedule Two Total (Part One + Part Two)</b>		<b>\$ 5,723,374.75</b>	

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

**AGREEMENT BETWEEN CITY OF ROWLETT AND SERVICE PROVIDER FOR DISASTER DEBRIS REMOVAL SERVICES**

This Contract is entered into by and between the City of Rowlett (hereinafter, "CITY"), a municipal corporation formed and existing under the laws of the State of Texas, acting by and through the City Council, its governing body, and Crowder Gulf, LLC, (hereinafter, "SERVICE PROVIDER"), an Alabama limited liability company, for the purpose of providing Disaster Debris Removal Services.

**WITNESSETH:**

**WHEREAS**, CITY seeks a Service Provider to provide Disaster Debris Removal Services; and

**WHEREAS**, SERVICE PROVIDER has proposed and CITY has accepted SERVICE PROVIDER'S offer to provide Disaster Debris Removal Services in response to CITY's Request for Proposal No. 2022-10, issued in accordance with Chapters 252 and 271 of the Texas Local Government Code;

**WHEREAS**, CITY seeks a Primary, Secondary, and Tertiary Service Provider to provide Disaster Debris Removal Services; and

**WHEREAS**, CITY seeks to award Service Provider a Primary contract to provide Disaster Debris Removal Services; and

**NOW, THEREFORE**, CITY and SERVICE PROVIDER, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

**SECTION 1. SCOPE OF SERVICES**

SERVICE PROVIDER agrees to perform the services set forth in RFP No. 2022-10, which is attached hereto and incorporated by reference as **Exhibit A**, and SERVICE PROVIDER's Response to RFP No. 2022-10, which is attached hereto and incorporated by reference as **Exhibit B**.

SERVICE PROVIDER shall provide certain labor, equipment and material as listed in Exhibits A and B, as necessary to deliver all services specified under this Contract (hereinafter "Services") and for SERVICE PROVIDER's submitted prices listed in Exhibit C (Pricing Schedules One and Two).

The remaining attachments to this Contract are:

- Exhibit C** Pricing Schedules One and Two
- Exhibit D** FEMA Stump Conversion Table
- Exhibit E** RFP 2022-10 Primary, Secondary, and Tertiary Award Order and Acknowledgement

**ORDER OF PRECEDENCE**

In the event of any conflict between this Contract, RFP No. 2022-10, and SERVICE PROVIDER's Response to RFP No. 2022-10, the following order of precedence shall apply:

- A. this Contract;
- B. SERVICE PROVIDER's Response to RFP No. 2022-10; then

C. RFP No. 2022-10.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Service Provider) by the Public Assistance grant program guidelines, Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items A through N. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved TDMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the City Debris Manager. It shall be the Service Provider's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Service Provider was issued notice to proceed, unless otherwise directed by the City Debris Manager, in writing.

City personnel may complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The City intends to perform debris clearance for access with its own forces, those provide under a mutual aid agreement, or those under existing contract between the City and private firm(s). However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Service Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the City and the Service Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the City. This schedule of events shall include the dates for the:

- A. Initial pass of the removal of public and/or private vegetative debris
- B. Initial pass of the removal of construction and demolition debris
- C. Initial pass of the removal of other eligible disaster-related debris
- D. Last pass of the removal of public and/or private vegetative debris
- E. Last pass of the removal of construction and demolition debris
- F. Last pass of the removal of other eligible disaster-related debris

These last pass dates shall be very important to both the City and the Service Provider because of the liquidated damages that may be implemented if the Service Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

**A. Emergency Push/Road Clearance**

Under this contract, emergency push and road clearance work shall consist of all labor, equipment, fuel and associated costs necessary to safely clear and remove debris from City roadways, to make them passable immediately following a declared disaster. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the City to conduct emergency roadway clearance work. The City may choose to extend the Service Provider's 70-hour limit through a written request. This may include roadways in municipalities within the City or other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Service Provider shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

Services performed under this Contract element will be compensated using **Exhibit C**.

**B. ROW or Public Property Vegetative Debris Removal**

Under this contract, ROW or public property vegetative debris removal work shall consist of all labor, equipment,

fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the City ROW or public property to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.

1. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Removal of vegetative debris existing in the City will be performed as identified by the City Debris Manager.
3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
6. The Service Provider must provide traffic control as conditions require or as directed by the City Debris Manager.

#### **C. ROW or Public Property C&D Debris Removal**

Under this contract, ROW or public property C&D debris removal work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the City ROW or public property to a City approved DMS or City approved Final Disposal Site in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.

1. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed, unless otherwise directed otherwise by the City of its authorized representative.
2. Removal of C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures. All actions will be consistent with Federal requirements applicable to the disaster for which the work is performed.
6. Removal of C&D debris generated by privately-contracted and/or City-permitted demolition contractors and placed on the ROW shall not be performed by the Service Provider unless otherwise directed by the City or its authorized representative. All actions will be consistent with Federal requirements applicable to the disaster for which the work is performed.
7. The Service Provider must provide traffic control as conditions require or directed by the City Debris Manager.

#### **D. Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, demolition, removal, transport, and disposal of non-RACM structures work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.

1. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations applicable to the disaster for which the work is performed.
2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
3. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs. These procedures will be in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.
6. The Service Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
7. The Service Provider will not be required to remove concrete slab/foundation.

#### **E. Demolition, Removal, Transport and Disposal of RACM Structures**

Under this contract, demolition, removal, transport, and disposal of RACM structures work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.

1. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.
2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
3. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational

procedures for private property debris removal programs. These procedures will be in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed.

6. The Service Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).
7. The Service Provider will not be required to remove concrete slab/foundation.

**F. DMS(s) Management, Operations, and Separation/Reduction**

Under this contract, DMS(s) management, operations, and separation/reduction work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation/separation, staging, and reduction of disaster related debris. DMS(s) activation and all related actions implemented by the Service Provider must be approved by the City Debris Manager prior to commencement of DMS(s) activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager. DMS(s) hours of operation will be determined by the City Debris Manager. If the DMS site is not provided by the City, the City must approve the site selected by the Service Provider, and the City will pay the cost of the approved lease.

1. The management of DMS(s) includes assistance in obtaining necessary local, state and federal licenses and permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
2. The Service Provider shall provide the City with a date- and time-stamped video record of the pre- and post-use site conditions for the DMS(s).
3. The Service Provider is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (O.S.H.A.), EPA and TCEQ guidelines.
4. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.) in compliance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed. If a joint DMS(s) is operated with other eligible applicant entities (e.g., the Garland Independent School District), the Service Provider will clearly separate and manage independently debris from those applicants, upon approval in writing from the City Debris Manager.
5. The Service Provider shall process and reduce debris in compliance with local, state, and federal requirements, by methods that may include, but not be limited to: grinding, air curtain incineration/burning, controlled open burning, or other methods of reduction, such as compaction, as approved by the City Debris Manager.
6. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
7. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
8. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags. DMS(s) traffic control will be provided for both on the DMS site(s) and adjacent roadways as directed and approved by the City Debris Manager.
9. The Service Provider is responsible for building and/or maintaining roads, as necessary, for DMS operations.
10. The Service Provider is responsible for all associated costs necessary to provide DMS(s) litter, dust, and erosion control such as, but not limited to, an operational water truck, litter control fencing, silt fencing, water retention berms, and other best management practices (BMPs).
11. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection throughout the operational period of DMS(s). These costs include, but are not limited to, an operational

water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

12. The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from DMS locations, is a cost reflected in this scope of services item 11.
13. The Service Provider is responsible for providing 24-hour DMS(s) security and providing the City with a DMS site security plans. DMS(s) site security plans, and changes to those plans, must be approved by the City Debris Manager prior to commencement of operations.
14. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).
15. The Service Provider is responsible for developing and implementing procedures for management of the receipt of unauthorized and/or ineligible debris at the DMS(s). These procedures will be in accordance with all federal, state and local rules and regulations applicable to the disaster for which the work is performed and must be approved by the City Debris Manager prior to commencement of operations.
16. The Service Provider is responsible for providing a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Service Provider will at a minimum meet the specifications provided in the Technical specifications of the attached **Exhibit A – RFP 2022-10 Debris Site Tower Specifications** section.
17. The Service Provider is responsible for providing the City with proper and acceptable documentation (including destination, tickets, volume/weight, etc.) for final disposal of debris accepted at the DMS(s).

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

#### **G. Haul-Out of Reduced Debris to a City Approved Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a City approved DMS(s) to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Service Provider shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City approved Final Disposal Site.

#### **H. Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the City ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item B, under the terms, conditions and procedure described in "ROW and Public Property Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item B. The City will not compensate the Service Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous

leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then the Service Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

1. Hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Service Provider, in writing, by the City Debris Manager. For leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
  - a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.
  - b. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
  - c. Over 50 percent of the tree crown is damaged or broken and heartwood is exposed.
  - d. The tree has a split trunk that exposes heartwood.
2. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Service Provider, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
  - a. The limb is greater than two (2) inches in diameter.
  - b. The limb is still hanging in a tree and threatening a public-use area.
  - c. The limb is located on improved public property.

#### **I. Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty four (24) inches from the base of the tree existing on the City ROW. Work will also consist of filling the root-ball hole created by the removal of an eligible stump. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item B. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See **Exhibit D**) and removed under the terms and conditions of scope of services item B.

1. Hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Service Provider, in writing, by the City Debris Manager. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
  - a. Fifty percent or more of the root ball is exposed.
  - b. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.
2. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item B. Stumps with less than fifty percent of the root ball exposed shall be flush cut to ground level. The stump portion of the tree will not be removed but the

residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item B. The cubic yard volume of unattached stumps will be based off the diameter conversion using the published FEMA stump conversion table (See **Exhibit D**).

3. If grinding a stump, with fifty percent or more of the root ball exposed, in place is determined to be less costly than extraction, the Service Provider shall grind the stump in place.
4. The City Debris Manager or authorized representative will measure and certify all eligible stumps prior to removal.

**J. Sand, Silt, and Debris Removal from Detention/Retention Structures**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site in accordance with all federal, state, and local rules and regulations.

1. For the purposes of this element, sand, silt, and debris existing in City detention/retention structures will be removed to a depth designated by the City or the City's authorized representative.
2. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

**K. Household Hazardous Waste Removal Transport and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to a permitted and City-approved DMS(s), hazardous waste facility, or MSW Type I landfill.

1. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
2. All HHW shall be managed as hazardous waste and disposed of at a permitted and City-approved DMS(s), hazardous waste facility, or MSW Type 1 landfill. City approval must be in writing and from the City Debris Manager.

**L. ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the City. White goods containing refrigerants must first have such refrigerants removed by the Service Provider's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

1. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
  - a. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
2. The Service Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
3. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved DMS for refrigerant removal by the Service Provider's qualified technicians.

**M. Dead Animal Carcass Removal**

Under this contract, dead animal carcass removal work shall consist of all labor, equipment, fuel, traffic control

costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. The Service Provider shall coordinate activities the City of Rowlett and appropriate state agencies, if needed.

1. Disposal of animal carcasses must be compliant with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality.
2. Placement of dead animal carcasses at a DMS or other location not serving as a Final Disposal Site will only be allowed upon written approval from the City Debris Manager.

**N. Other Debris Removal Work**

Under this contract, additional work, not specifically under the Scope of Work, may be requested by the City. Upon written authorization from the City Debris Manager, the Service Provider shall provide all labor, equipment, materials, fuel, traffic control, and signage to perform the additional services, including but not limited to:

1. Storm Drain and Catch Basin Debris Removal. The Service Provider shall remove all eligible debris from the City's maintained storm drains and catch basins and transport the debris to the City's designated DMS(s) or final disposal site.
2. Abandoned Vehicle or Derelict Vessels. The Service Provider shall remove and transport eligible abandoned vehicles or derelict vessels in areas identified and approved by the City to a City-approved staging area.
3. Waterborne Debris. The Service Provider shall remove eligible waterborne debris identified and approved by the City and transport the debris to the City's designated DMS

Neither the Service Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Service Provider to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

**SECTION 2. WARRANTIES COVENANTS AND AGREEMENTS**

SERVICE PROVIDER warrants, covenants and agrees to the following:

- A. **Disturbance or Waste.** SERVICE PROVIDER shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage, destroy any property or any part thereof; use or permit to be used any equipment, or other things which might cause injury to person or property or do anything, or permit anything to be done, which would, in CITY's opinion, disturb or tend to disturb CITY or the public.
- B. **Control.** SERVICE PROVIDER shall maintain sufficient discipline and control of its equipment, including, personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.
- C. **Hazardous Materials.** Throughout the term of the contract, SERVICE PROVIDER shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials, other than in strict compliance with all applicable federal, state, local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.
- D. **Nuisance.** SERVICE PROVIDER covenants and agrees that it will cause to be abated or shall abate, at no cost to or contribution from CITY, any spills, nuisances, health, environment or safety dangers and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, all as amended, caused by the presence, use, generation, release, discharge, storage, disposal, or transportation of any material by or at the direction of SERVICE PROVIDER in performance of this Contract.

- E. Damage or Destruction. SERVICE PROVIDER shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by SERVICE PROVIDER. Failure to comply with such requirement will constitute a breach of the contract and CITY may terminate the contract if such requirement is not met after one (1) day written notice to SERVICE PROVIDER from CITY. SERVICE PROVIDER agrees that CITY shall not be liable for, nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.
- F. Judicial Action. SERVICE PROVIDER agrees that it will furnish at the written request of CITY all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to CITY. This section shall survive the termination, cancellation and completion of this Contract for a period of five (5) years or until all changes, demands, suits or other actions have been released, dismissed or have become unappealable.
- G. Notice Required. SERVICE PROVIDER shall give immediate oral notice to CITY, confirmed immediately by email or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, SERVICE PROVIDER shall notify CITY of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal property, any injury to or death of any person, or any litigation or claim by any party involving SERVICE PROVIDER in its actions or compliance with this Contract.
- H. Emergency. In the event of any fire or police emergency, SERVICE PROVIDER shall first notify the appropriate emergency response agency (911) and immediately thereafter orally notify both the City Debris Manager and Emergency Management Coordinator, or their designees, of such occurrence and immediately confirm such notice in writing.
- I. Compliance with Law. SERVICE PROVIDER shall comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this contract, inclusive of fire, emergency, environment, health, safety, and any construction and the rules and regulations of CITY now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by CITY, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.
- J. Professional Quality. SERVICE PROVIDER warrants to CITY that all materials and services will be of professional quality conforming to generally accepted practices. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then SERVICE PROVIDER will perform all services in a good and professional manner that meets CITY's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of CITY's expectations, objectives and purposes as stated in this contract. Any work that is determined by CITY to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
- K. Material Changes Affecting Qualifications. SERVICE PROVIDER shall notify CITY in writing immediately upon any occurrence that could or may affect the qualifications of the SERVICE PROVIDER, specifically including, but not limited to the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the SERVICE PROVIDER, loss of computer hardware, software or firmware utilized, equipment, loss or restriction on any license, certificate, or other approval needed including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of CITY, change or modify the qualifications of that SERVICE PROVIDER, CITY may terminate this Contract, including any PO/Work Order, or other agreement and remove the SERVICE PROVIDER from the list of qualified proposers.
- L. Conditions of Materials. All materials and products supplied by the SERVICE PROVIDER in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to CITY in excellent condition. In the event that any of the products supplied to CITY are found to be defective or do not conform to the specifications, CITY reserves the right to return the product to SERVICE PROVIDER at no cost to CITY. SERVICE PROVIDER shall furnish all guarantees and warranties to the City Debris Manager prior to final acceptance and payment. The warranty

period shall commence upon final acceptance of the product.

- M. Permits, Fees, and Notices. SERVICE PROVIDER shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in **Exhibit C**, except where expressly noted in the specifications.
- N. Not to Exceed Value. This contract value is not to exceed six million and 00/100 dollars (\$6,000,000.00) without the prior written approval of the City Council of the CITY.
- O. Pricing. Pricing will be as outlined in Pricing Schedules One and Two, which are provided below, as well as in **Exhibit C** to this Contract.
  - 1. In the event of any calculation errors located within **Exhibit C**, unit prices shall prevail.
  - 2. Pricing may be adjusted, according to a mutually agreed upon and uniform price adjustment methodology (e.g., using CPI-W), upon the first annual renewal option.
  - 3. Pricing adjustments methodologies shall be applied uniformly to the primary, secondary, and tertiary Disaster Debris Removal Services contracts.
  - 4. The pricing adjustment methodology agreed upon for the first annual renewal option, shall apply to the remaining three annual renewal options.

P. Pricing Schedule One

**SCHEDULE ONE – HOURLY LABOR AND EQUIPMENT PRICE SCHEDULE**

**SCHEDULE ONE PART ONE**

<b>Equipment Category</b> (Includes required operators, fuel, and maintenance)	<b>Hourly</b>
Air Curtain Burner, Self-Contained System	\$50.00
Bucket Truck, 50 ft.	\$110.00
Bucket Truck, 50ft. to 75ft.	\$150.00
Chipper (Brush), 12+ inch	\$75.00
Crane, Up to 15 ton	\$110.00
Crane, 15-30 Ton	\$120.00
Crane, 30 Ton	\$150.00
Crane, 50 Ton	\$250.00
Crane, 100 Ton	\$425.00
Crash Truck w/Impact Attenuator	\$65.00
Dozer, Tracked, CAT D3 or Equivalent	\$70.00
Dozer, Tracked, CAT D4 or Equivalent	\$85.00
Dozer, Tracked, CAT D5 or Equivalent	\$100.00
Dozer, Tracked, CAT D8 or Equivalent	\$130.00
Dump Truck, 5-15CY	\$55.00
Dump Truck, 16-24 CY	\$95.00
Dump Truck, 25-34 CY	\$110.00
Dump Truck (Trailer Dump with Tractor) 35-44 CY	\$135.00
Dump Truck (Trailer Dump with Tractor) 45-54 CY	\$145.00
Dump Truck (Trailer Dump with Tractor) 55-64 CY	\$165.00
Dump Truck (Trailer Dump with Tractor) 65-74 CY	\$185.00
Dump Truck (Trailer Dump with Tractor) 75+ CY	\$225.00
Excavator, Hydraulic, 1.5 CY	\$145.00
Excavator, Hydraulic, 2.5 CY	\$155.00
Excavator, Hydraulic, 3.5+ CY	\$165.00
Excavator, Hydraulic, 1.5 CY (with thumb)	\$155.00
Excavator, Hydraulic, 2.5 CY (with thumb)	\$165.00
Excavator/Trackhoe, Rubber Tire (with debris grapple) Cat 315C/JD or Equivalent	\$100.00
Fuel Truck (1,000 gallon; does not include fuel to be disbursed)	\$120.00
Generator, 200 kW, List kW Capacity	\$750.00
Generator, 600 kW, List kW Capacity	\$1,800.00
Grader w/12' Blade (Min. 30,000 LB)	\$120.00
Light Tower, Portable, with generator	\$40.00
Loader, Backhoe 1.5 CY	\$110.00
Loader, Rubber Tire Front End, 2-5 CY capacity	\$160.00
Loader, Front End, 544 (with debris grapple) or equivalent	\$160.00
Loader, Knuckleboom, 216 Prentice or equivalent	\$130.00
Loader, Self, Knuckleboom Truck, 25-35 CY Body	\$100.00
Loader, Self, Knuckleboom Truck, 35-45 CY Body	\$100.00
Loader, Skid Steer (with bucket), Bobcat 753	\$25.00
Loader, Trackhoe 690 JD or equivalent	\$145.00
Loader, Wheel, CAT 955 or equivalent	\$160.00
Loader, Wheel, CAT 966 or equivalent	\$180.00
Low Bed Equipment Trailer with Tractor, 12 ton capacity	\$120.00
Low Bed Equipment Trailer with Tractor, 35 ton capacity	\$130.00
Low Bed Equipment Trailer with Tractor, 50 ton capacity	\$140.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support)	\$350.00



Q. Pricing Schedule Two

Schedule Two – Unit Rate Price Schedule

<b>SCHEDULE TWO – PART ONE</b>			
<b>1. Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris the City ROW or public property to a City approved DMS or final disposal site. <i>Based on an estimated 200,000 CY of vegetative debris.</i>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	175,000	\$ 7.20	\$1,260,000.00
15.00-29.99 Miles	20,000	\$8.20	\$164,000.00
30.00-44.99 Miles	2,500	\$9.20	\$23,000.00
45.00 Miles or Greater	2,500	\$10.20	\$25,500.00
<b>2. C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D debris on public property or ROW to a City approved DMS or final disposal site. <i>Based on an estimated 100,000 CY of C&amp;D debris.</i>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	87,500	\$7.20	\$630,000.00
15.00-29.99 Miles	10,000	\$9.20	\$92,000.00
30.00-44.99 Miles	1,250	\$10.20	\$12,750.00
45.00 Miles or Greater	1,250	\$12.20	\$15,250.00
<b>3. Demolition, Removal, Transport, and Disposal of Non-RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of non-RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$14.00	\$306,600.00
15.00-29.99 Miles	2,500	\$15.00	\$37,500.00
30.00-44.99 Miles	300	\$17.00	\$5,100.00
45.00 Miles or Greater	300	\$19.00	\$5,700.00
<b>4. Demolition, Removal, Transport, and Disposal of RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$18.50	\$405,150.00
15.00-29.99 Miles	2,500	\$20.50	\$51,250.00
30.00-44.99 Miles	300	\$22.50	\$6,750.00
45.00 Miles or Greater	300	\$24.50	\$7,350.00
<b>5. DMS Management, Operations, and Separation/Reduction</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>

Management Costs, including cost of site preparation, site management, acceptance, segregation/separation, staging, erosion control, and other required work that is not direct debris reduction work. This cost is based on anticipated incoming debris and must be separate from the cost of directly reducing eligible debris.	225,000	\$0.50	\$112,500.00
Grinding (Vegetative Debris)	125,000	\$2.90	\$362,500.00
Air Curtain Burning (Vegetative Debris)	25,000	\$2.20	\$55,000.00
Controlled Burning (Vegetative Debris)	25,000	\$1.90	\$47,500.00
Compacting (C&D Debris)	50,000	\$2.90	\$145,000.00
<b>6. Collection and transportation of processed (grinding) vegetative debris from DMS to final disposal site. Assumes a total of ~31,200 CY from ~75% reduction through grinding.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	27,000	\$3.25	\$87,750.00
15.00-29.99 Miles	3,000	\$4.25	\$12,750.00
30.00-44.99 Miles	600	\$5.65	\$3,390.00
45.00 Miles or Greater	600	\$6.50	\$3,900.00
<b>7. Collection and transportation of processed (burning) vegetative debris from DMS to final disposal site. Assumes a total of ~2,550 CY from ~95% reduction through burning.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	2,200	\$6.50	\$14,300.00
15.00-29.99 Miles	250	\$8.50	\$2,125.00
30.00-44.99 Miles	50	\$10.50	\$525.00
45.00 Miles or Greater	50	\$12.50	\$625.00
<b>8. Collection and transportation of processed (separated and compacted) C&amp;D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$4.75	\$104,025.00
15.00-29.99 Miles	2,500	\$5.75	\$14,375.00
30.00-44.99 Miles	300	\$7.75	\$2,325.00
45.00 Miles or Greater	300	\$8.75	\$2,625.00
<b>9. Removal of Hazardous Trees and Limbs</b> Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	<b>Estimated Quantity (Tree)</b>	<b>\$ Per Tree</b>	<b>Total</b>
6.00"-12.99" Diameter	250	\$45.00	\$11,250.00
13.00"-24.99" Diameter	200	\$105.00	\$21,000.00
25.00"-36.99" Diameter	100	\$200.00	\$20,000.00
37.00"-48.99" Diameter	50	\$300.00	\$15,000.00
49.00" and larger Diameter	25	\$ 370.00	\$9,250.00
1-4 Limbs (2" or Greater at Break) Per Tree	2,000	\$75.00	\$150,000.00
5-8 Limbs (2" or Greater at Break) Per Tree	1,000	\$75.00	\$75,000.00

9 or Greater Limbs (2" or Greater at Break) Per Tree	500	\$80.00	\$40,000.00
<b>10. Removal of Hazardous Stumps</b> Work consists of removing eligible hazardous stumps from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Price includes the cost to fill the root-ball hole.	<b>Estimated Quantity (Stump)</b>	<b>\$ Per Stump</b>	<b>Total</b>
24.10"-36.99" Diameter	50	\$180.00	\$9,000.00
37.00"-48.99" Diameter	25	\$280.00	\$7,000.00
49.00" or Greater Diameter	10	\$380.00	\$3,800.00
<b>11. Sand, Silt, and Debris Removal from Detention/Retention Structures</b> Works consists of collection of sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$26.00	\$569,400.00
15.00-29.99 Miles	2,500	\$30.00	\$75,000.00
30.00-44.99 Miles	300	\$34.00	\$10,200.00
45.00 Miles or Greater	300	\$38.00	\$11,400.00
<b>12. Household Hazardous Waste Removal, Transport, and Disposal</b> Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a permitted and City-approved DMS, hazardous waste facility, or MSW Type I landfill.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Household Hazardous Waste	20,000	\$ 6.25	\$125,000.00
<b>13. ROW White Goods Debris Removal</b> Work consists of the collection of white goods from the ROW, removal of refrigerants, decontamination, and transportation to a City approved DMS, recycling facility, or final disposal site.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Each Unit</b>	<b>Total</b>
AC units, refrigerators, and freezers requiring refrigerant recovery and decontamination	100	\$40.00	\$4,000.00
Washers, dryers, stoves, ovens, and hot water heaters	100	\$40.00	\$4,000.00
<b>14. Dead Animal Carcasses</b> Work consists of the recovery and disposal of dead animal carcasses.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Removal and Disposal of Animal Carcasses	2,500	\$1.00	\$2,500.00
<b>15. ROW Electronic Waste Removal</b> Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves, unless otherwise specified in writing by the City.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>
Electronic Waste	2,000	\$35.00	\$70,000.00
<b>Schedule Two – Part One Total</b>			<b>\$5,251,915.00</b>

**Schedule Two – Part Two**

<b>16. Storm Drain and Catch Basin Debris Removal</b>			
Work consists of the removal of eligible debris from the City's maintained storm drains and catch basins and transport to a City approved DMS or final disposal site.	Estimated Quantity (Linear Feet)	\$ Per Linear Foot	Total
Cleaning and clearing of storm drain lines. Drain line diameter 0.00"-15.00"	1,000	\$6.00	\$6,000.00
Cleaning and clearing of storm drain lines. Drain line diameter 15.01"-36.00"	1,000	\$8.00	\$8,000.00
Cleaning and clearing of catch basins and inlets.	Estimated Quantity (Each)	\$ Per Catch Basin/Inlet	Total
4'x4'	50	\$400.00	\$20,000.00
8'x8'	10	\$650.00	\$6,500.00
10'x10'	5	\$950.00	\$4,750.00
20'x20'	5	\$1,200.00	\$6,000.00
<b>12. Waterborne Debris Removal</b>			
Work consists of the removal of eligible waterborne debris from City maintained canals and waterways and transport to a City approved DMS or final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	2,200	\$80.00	\$176,000.00
15.00-29.99 Miles	250	\$90.00	\$22,500.00
30.00-44.99 Miles	50	\$95.00	\$4,750.00
45.00 Miles or Greater	50	\$100.00	5,000.00
<b>10. Abandoned Vehicle or Derelict Vessel Removal</b>			
Work consists of the removal and transport of eligible abandoned vehicles. For estimating purposes, Federal Highway Administration (FHWA) classifications are used for vehicles below. Transport distances between the removal locations and staging area(s) are expected to be under 15 miles.	Estimated Quantity (Each)	\$ Per Vehicle/Boat	Total
Class 1 – Motorcycles	5	\$75.00	\$375.00
Class 2 – Passenger Cars	50	\$100.00	\$5,000.00
Class 3 – Other Two-Axle, Four-Tire Single Unit Vehicles (e.g., pickups, panels, vans, campers, motor homes, ambulances, hearses, carryalls, and minibuses)	50	\$150.00	\$7,500.00
Class 4 – Buses (e.g., school, transit, and other traditional buses serving as passenger-carrying vehicles)	1	\$350.00	\$350.00
Class 6 to 12 – Tractor-Trailer	3	\$350.00	\$1,050.00
Class A Boat (less 16 feet length overall)	5	\$850.00	\$4,250.00
Class I Boat (16 to less than 26 feet length overall)	5	\$2,200.00	\$11,000.00
Class II Boat (26 to less than 40 feet length overall)	1	\$3,600.00	\$3,600.00
Class III Boat (40 to less than 65 feet length overall)	1	\$9,000.00	\$9,000.00
<b>Schedule Two – Part Two Total</b>			<b>\$301,625.00</b>
<b>Schedule Two Total (Part One + Part Two)</b>			<b>\$5,553,540.00</b>

### SECTION 3. **ENGAGEMENT TERM**

The Contract will be a one-year contract commencing on June 10, 2022, utilized on an "as needed" or "standby" basis with the option to be renewed for four (4) additional one-year periods, if mutually agreed upon by both parties, within budgetary limitations and at the same terms and conditions as originally set forth in this Contract.

Renewal pricing shall be performed in accordance with Section 2.0 (1-3) of this Contract.

### SECTION 4. **BILLING AND PAYMENT:**

- A. CITY, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. SERVICE PROVIDER will be provided with copies of this documentation. These documents will be used by SERVICE PROVIDER as backup data for invoice submittals. Work not ticketed or not authorized by CITY will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will CITY be responsible for unpaid incomplete tickets.
- B. Private property debris removal operations will be invoiced separately from ROW collection removal operations. CITY reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.).
- C. Invoices shall be submitted to CITY's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail to [purchasing@rowlett.com](mailto:purchasing@rowlett.com), [rowlettoem@rowlett.com](mailto:rowlettoem@rowlett.com), and other email addresses determined by the City Debris Manager. The invoice detail must consist of a tabular report listing all ticket information required by CITY. Invoice detail submittals will be checked against CITY records. CITY records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the CITY-authorized representative to CITY for payment.
- D. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, SERVICE PROVIDER must successfully complete, and receive a letter of completion from CITY, for all work zones. Retainage will be held until final reconciliation is complete. No interest on retainages will be paid to SERVICE PROVIDER. Portions of the retainage may be held by CITY to repair damages caused by SERVICE PROVIDER to public or private property.
- E. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris removed in the contract.
- F. SERVICE PROVIDER is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. SERVICE PROVIDER shall execute release waivers with all subcontractors to release CITY from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to CITY prior to final retainage release.
- G. Payment for disposal cost incurred by SERVICE PROVIDER at the CITY-approved Final Disposal Sites will be made at the cost incurred by SERVICE PROVIDER. SERVICE PROVIDER must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the CITY-approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the CITY-approved Final Disposal Site, and proof of SERVICE PROVIDER payment to the CITY-approved Final Disposal Site.
- H. SERVICE PROVIDER must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by CITY Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after SERVICE PROVIDER's final invoice.
- I. When this contract is activated for an event funded by state or federal funds, SERVICE PROVIDER will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, CITY will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless CITY otherwise agrees in writing.
- J. SERVICE PROVIDER will retain all records pertaining to the services and the Contract for these services and make

them available to CITY for a period of seven (7) years following receipt of final payment for the services referenced herein.

- K. SERVICE PROVIDER understands and agrees that a temporary delay in making payments to SERVICE PROVIDER because of or due to CITY's accounting and disbursement procedures shall not place CITY in default of this Contract and shall not render CITY liable for interest or penalties, provided such delay shall not exceed thirty (30) days after the due date. SERVICE PROVIDER understands and agrees that any undisputed payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

#### SECTION 5. CONFIDENTIALITY:

SERVICE PROVIDER agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. SERVICE PROVIDER shall not intentionally access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract. So long as SERVICE PROVIDER otherwise complies with this section, SERVICE PROVIDER shall not be responsible for its inadvertent access or exposure to any unauthorized information.

#### SECTION 6. TERMINATION:

The City may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the effective termination date specified in such notice, except that SERVICE PROVIDER shall meet its obligations under Section 14 below. CITY shall compensate SERVICE PROVIDER in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, SERVICE PROVIDER shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination and in Section 14 below. To the extent federal funds are available and reimbursement is permitted, CITY will reimburse SERVICE PROVIDER for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all CITY data, documents and information in SERVICE PROVIDER 's possession shall be returned to CITY within five (5) working days of the date of termination. In no event shall CITY's termination of this Agreement, for any reason, subject CITY to liability.

- A. Without Cause: This Contract may be terminated, in whole or in part, without cause, by the CITY upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: CITY reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:
1. Lack of funding. Lack of, or reduction in, funding or resources in which instance, CITY shall provide SERVICE PROVIDER, ten (10) days written notice of such termination or lack of funds;
  2. Non-Performance. SERVICE PROVIDER's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the CITY. Termination, in whole or in part, by the CITY under this Section may be made at CITY's option and without prejudice to any other remedy to which CITY may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. CITY shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in non-compliance with the terms herein. *At CITY's sole discretion and with written notice by CITY, SERVICE PROVIDER may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. CITY will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CITY's performance, such problems and/deficiencies being determined by CITY.* Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive CITY's right to terminate this Contract under any other provisions herein.
  3. SERVICE PROVIDER's improper, misuse or inept performance of services under this Contract;

4. SERVICE PROVIDER's failure to comply with the terms and provisions of this Contract;
5. SERVICE PROVIDER's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
6. In CITY's sole discretion, if termination is necessary to protect the health and safety of citizens;
7. If SERVICE PROVIDER becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
8. SERVICE PROVIDER's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

#### SECTION 7. LIQUIDATED DAMAGES:

Should SERVICE PROVIDER fail to complete requirements set forth in this scope of work, CITY will suffer damage. The amount of damage suffered by CITY is difficult, if not impossible to determine at this time. Therefore, SERVICE PROVIDER shall pay CITY, as liquidated damages, the following:

- A. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with 50% of the resources required to begin debris removal operations, within thirty-six (36) hours of notice to proceed.
- B. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with 100% of the resources required to begin debris removal operations, within seventy-two (72) hours of notice to proceed.
- C. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$1,000.00 per load of disaster debris collected in the CITY that is not disposed of at a CITY approved DMS or CITY approved Final Disposal Site. Application of liquidated damages does not release SERVICE PROVIDER of all liability associated with hauling and depositing material to an unauthorized location.
- D. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$500.00 per incident where SERVICE PROVIDER fails to repair damages that are caused by SERVICE PROVIDER or subcontractor(s). Application of liquidated damages does not release SERVICE PROVIDER from the responsibility of resolving or repairing damages.
- E. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- F. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by CITY and SERVICE PROVIDER per DMS.
- G. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$100.00 per incident where SERVICE PROVIDER fails provide sufficient documentation to CITY to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.
- H. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$500.00 per calendar day where SERVICE PROVIDER fails provide the required Daily Reports and/or Weekly Summaries.
- I. SERVICE PROVIDER shall pay CITY, as liquidated damages, \$100.00 per incident and per vehicle where SERVICE PROVIDER violates roadway load rating restrictions provided by the City Debris Manager.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage CITY should suffer by failure of SERVICE PROVIDER to complete requirements set forth in the scope of work.

#### SECTION 8. DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

When SERVICE PROVIDER 's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

- A. Corrective Actions. If deficiencies are identified, SERVICE PROVIDER must take action to correct those deficiencies using one, or in some cases a combination of, the following:
1. Stop Unsafe Work. CITY's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
  2. Issue a Stop Work Order. If CITY's authorized agent determines the deficiency is serious, CITY may issue a stop work order.
  3. Reduced Value Deduction. CITY may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by CITY or another SERVICE PROVIDER rather than SERVICE PROVIDER under this Contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made per the Contract clause entitled "LIQUIDATED DAMAGES." The Contract may be terminated. CITY may discuss corrective actions with SERVICE PROVIDER to prevent future occurrences.
- B. CITY's authorized agent will notify SERVICE PROVIDER, in writing, of any observed noncompliance with Federal, State, or local laws or regulations. Such notice, when delivered to SERVICE PROVIDER at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, SERVICE PROVIDER must immediately inform CITY's authorized agent of proposed corrective action and take such action as may be approved. If SERVICE PROVIDER fails or refuses to comply promptly, CITY's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by SERVICE PROVIDER

## SECTION 9. DISPUTE RESOLUTION

- A. Any controversy, claim or dispute between CITY and SERVICE PROVIDER arising out of this Contract or any arrangements relating hereto, whether based in contract, tort or other legal theory, arising out of, in the breach hereof or related to this Contract shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedures for the resolution of any such disputes, unless otherwise agreed upon by CITY and SERVICE PROVIDER in writing pursuant to Section 9(C) below.
- B. Process of Dispute Resolution
1. Negotiation. Representatives of CITY and SERVICE PROVIDER shall attempt in good faith to resolve any and all disputes arising out of or relating to this Contract promptly by negotiation between representatives who have authority to settle the controversy. Either CITY or SERVICE PROVIDER may request negotiation regarding any dispute by providing the other with a written request for negotiation. Within fifteen (15) days after delivery of the written request, the receiving party shall submit a written response. Within thirty (30) days after the delivery of the initial written request for negotiation, the representatives of CITY and SERVICE PROVIDER shall meet at a mutually acceptable time and place, or by telephone if both parties agree, to attempt to resolve the dispute. All negotiations will be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
  2. Mediation. If the dispute has not been resolved by negotiation within forty-five (45) days after delivery of the initial written request for negotiation, or if the parties agree in writing to forego negotiation, the parties shall endeavor to settle the dispute by mediation. The parties shall in good faith agree on a mediator and each party shall bear its own costs and one-half the costs of the mediator. The format of the mediation, type of decision and scope of discovery shall be established by the mediator and the parties. The mediation conference shall take place in the City of Rowlett, Texas. The mediation process and any materials exchanged therein are confidential.
- C. CITY and SERVICE PROVIDER agree that by written mutual agreement, they may forego the dispute resolution provisions as set forth in this section and proceed with litigation or other court proceedings pursuant to their written mutual agreement. The parties expressly agree that this Section is not in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or CITY has by operation of law. Texas Law shall govern any dispute arising out of this Contract and exclusive venue shall lie in Dallas

County, Texas.

**SECTION 10. INDEMNIFICATION:**

SERVICE PROVIDER SHALL FOREVER WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES (REFERRED COLLECTIVELY IN THIS SECTION AS "CITY"), FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF CONTRACT, PATENT OR COPYRIGHT INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE ARISING OUT OF OR ON ACCOUNT OF, OR RESULTING FROM (1) ANY ACTUAL OR ALLEGED INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF, OR DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS CONTRACT BY SERVICE PROVIDER, ITS ASSIGNS, OR ITS SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (REFERRED COLLECTIVELY AS "SERVICE PROVIDER"), (2) SERVICE PROVIDER'S INVOLVEMENT IN THE SPECIFIED SERVICES UNDER THIS CONTRACT, AND (3) ANY TERMS OR CONDITIONS OR PROVISIONS OR UNDERLYING PROVISIONS OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, ANY PREMISES OR SPECIAL DEFECT KNOWN OR UNKNOWN TO CITY, AND ANY INJURY TO INDIVIDUALS PRESENT DURING SERVICE PROVIDER 'S INVOLVEMENT UNDER THE TERMS AND CONDITIONS OF THE SERVICES AND CONTRACT, INCLUDING WILLFUL ACTS SUCH AS ASSAULT;

AND FURTHER, SERVICE PROVIDER, TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES TO WAIVE, RELEASE, , INDEMNIFY AND HOLD HARMLESS CITY AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, LOSSES, DAMAGES, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND/OR OTHER EXPENSES, OF ANY KIND OR NATURE WHATSOEVER (WHETHER BASED UPON TORT, BREACH OF CONTRACT, PATENT OR COPYRIGHT INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES OF ANY KIND OR NATURE THAT ARE INCURRED BY OR SOUGHT TO BE IMPOSED ON CITY ARISING OUT OF OR ON ACCOUNT OF, OR RESULTING FROM INJURY (INCLUDING BUT NOT LIMITED TO, EXPOSURE TO ANY DISEASE OR DEATH), BY ANY MANNER OR METHOD WHATSOEVER, OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL, OR INCHOATE "INJURY"), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO THE CONTRACT AND/OR SPECIFIED SERVICES. THIS INDEMNIFICATION SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN BROUGHT ON ANY THEORY OF LIABILITY, INTENTIONAL WRONGDOING, STRICT PRODUCT LIABILITY, CITY'S NEGLIGENCE, OR BREACH OF NON- DELEGABLE DUTY. SERVICE PROVIDER FURTHER AGREES TO DEFEND (AT THE ELECTION OF CITY) AT ITS SOLE COSTS AND EXPENSE AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREIN.

APPROVAL AND ACCEPTANCE OF SERVICE PROVIDER'S SERVICES BY CITY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF SERVICE PROVIDER, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY CITY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES

PERFORMED BY SERVICE PROVIDER, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. SERVICE PROVIDER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS. THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS CONTRACT OR ANY DETERMINATION THAT THIS CONTRACT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

**SECTION 11. SOVEREIGN IMMUNITY:**

This Contract is expressly made subject CITY's sovereign and governmental immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or CITY has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

**SECTION 12. OWNERSHIP OF DOCUMENTS**

All reports, information and other deliverable data, given to, prepared or assembled by SERVICE PROVIDER under this Contract shall be delivered to CITY, without restriction on future use by CITY. CITY at its expense may make copies of any and all documents.

**SECTION 13. INSURANCE REQUIREMENTS**

SERVICE PROVIDER agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, SERVICE PROVIDER shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. SERVICE PROVIDER shall, in the stated ten (10) day period, furnish to the CITY (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to CITY and authorized to do business in the State of Texas. Such insurance shall show CITY as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name the City of Rowlett and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).
- B. Such insurance shall provide, at a minimum, the following coverages:

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	As Set Forth in the Worker's Compensation Act
Commercial General Liability (Public)	\$2,000,000 Each Accident/Occurrence \$5,000,000 Aggregate
City's Protective Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Excess/Umbrella Liability	\$10,000,000 Per Occurrence w/ Drop Down Coverage

Endorsement/Umbrella Liability

Amendment Aggregate Limit of Insurance per Project or City's and Service Provider's Protective Liability Insurance for the Project.

Automobile Liability

\$1,000,000 Combined Single Limit per Occurrence

1. Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then SERVICE PROVIDER must provide to CITY evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If SERVICE PROVIDER has no employee (as defined by the Texas Workers' Compensation Act), SERVICE PROVIDER shall provide CITY with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance, attached hereto as Exhibit F and incorporated by reference for all purposes. In the event that any work is sublet, SERVICE PROVIDER shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are afforded protection by the SERVICE PROVIDER. SERVICE PROVIDER shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. SERVICE PROVIDER also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Department of Insurance - Division of Workers' Compensation. Providing false or misleading information may subject SERVICE PROVIDER to administrative penalties, criminal penalties, civil penalties or other civil actions.
  2. Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry limits of Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury and property damage each accident/occurrence with a general aggregate of Five Million and 00/100 Dollars (\$5,000,000.00) and products and completed operations aggregate of Two Million and 00/100 Dollars (\$2,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications. Protective liability and excess/umbrella liability coverages shall also be provided in the limits set forth hereinabove.
  3. Commercial Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), SERVICE PROVIDER shall furnish to CITY a certificate showing commercial automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Contract, with the minimum combined single limit for bodily injury and property damage liability in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- C. SERVICE PROVIDER agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:
1. This insurance shall not be canceled or limited in scope or coverage for non-payment of premium, unless written notice has been given by the insurance company to CITY.

2. The inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
  3. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
  4. By endorsement, the "other insurance" clause shall not apply to CITY where CITY is an additional insured on the policy.
  5. Notice shall be made to CITY at the address shown in this Contract (or as otherwise designated by CITY in writing) by registered mail, return receipt requested, and full postage paid.
- D. SERVICE PROVIDER agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against CITY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
  - E. SERVICE PROVIDER shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
  - F. It is agreed that SERVICE PROVIDER's insurance shall be deemed primary with respect to any insurance or self-insurance carried by CITY for liability arising out of operations under this Contract with CITY.
  - G. SERVICE PROVIDER shall be solely responsible for all cost of any insurance as required herein, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if SERVICE PROVIDER provides for three (3) year tail coverage, unless specifically approved in writing and executed by CITY.
  - H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that CITY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
  - I. Except as otherwise expressly specified, SERVICE PROVIDER shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against CITY, whether by way of subrogation or otherwise.
  - J. Insurance certificates. The certificates of insurance shall list CITY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by SERVICE PROVIDER under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the CITY within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at CITY's sole discretion provided that such non-delivery is not cured within five (5) business days of notice.
  - K. If SERVICE PROVIDER and/or its subcontractors fail to comply with any of the requirements relating to insurance, CITY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to SERVICE PROVIDER the expense of obtaining such insurance and the cost of insurance premiums, provided that such failure to comply is not cured within five (5) business days of notice. However, neither SERVICE PROVIDER nor any third party shall have any recourse against CITY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of SERVICE PROVIDER.
  - L. In the event SERVICE PROVIDER fails to maintain insurance as required herein, SERVICE

PROVIDER shall within 5 business days of notice cure such lapse in insurance coverage at SERVICE PROVIDER 's sole expense and pay CITY in full for all costs and expenses incurred by CITY under this Contract as a result of such failure to maintain insurance by SERVICE PROVIDER, including costs and reasonable attorneys' fees relating to CITY's attempt to cure such lapse in coverage. Such costs as attorneys' fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to SERVICE PROVIDER by CITY. Moreover, CITY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to SERVICE PROVIDER by CITY to cover CITY's potential exposure to liability during the period of such lapse. The retainage shall be held by CITY until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against CITY for any matter that should have been covered by the required insurance.

SERVICE PROVIDER FURTHER AGREES TO INDEMNIFY CITY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY CITY DUE TO SERVICE PROVIDER'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SERVICE PROVIDER, AT ITS OWN EXPENSE WITH COUNSEL OF CITY'S CHOICE, WILL DEFEND AND HOLD CITY HARMLESS IN ANY CLAIM OR ACTION AGAINST CITY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SERVICE PROVIDER'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, CITY SHALL COOPERATE WITH AND MAY MONITOR SERVICE PROVIDER IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SERVICE PROVIDER MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SERVICE PROVIDER OF ALL COSTS AND EXPENSES OCCASIONED BY CITY'S COOPERATION IN SUCH DEFENSE. SERVICE PROVIDER AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT CITY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

- M. Approval, disapproval or failure to act by CITY regarding any insurance supplied by SERVICE PROVIDER shall not relieve SERVICE PROVIDER of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the SERVICE PROVIDER from liability.
- N. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies CITY may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, CITY shall have the right to:
1. Order SERVICE PROVIDER to stop work hereunder, which shall not constitute a Suspension of Work;
  2. Withhold any payment(s) which become due to SERVICE PROVIDER hereunder until SERVICE PROVIDER demonstrates compliance with the requirements hereof and assurance and proof acceptable to CITY that there is no liability to CITY for failure to provide such required insurance;
  3. At its sole discretion, declare a material breach of this Contract, which, at CITY's discretion, may result in:
    - a. termination of this Contract;
    - b. demand on any bond, as applicable;

- c. the right of CITY to complete this Contract by contracting with the "next lowest proposal." SERVICE PROVIDER will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to CITY by SERVICE PROVIDER on demand; or
  - d. any combination of the above.
- O. SERVICE PROVIDER shall advise CITY in writing within twenty-four (24) hours of any claim or demand against CITY or SERVICE PROVIDER, known to SERVICE PROVIDER related to or arising out of SERVICE PROVIDER's activities under this Contract.
  - P. Acceptance of the services by CITY shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the services performed by SERVICE PROVIDER, its employees, subcontractors, and agents.
  - Q. Nothing herein contained shall be construed as limiting in any way the extent to which SERVICE PROVIDER may be held responsible for payments of damages to persons or property resulting from SERVICE PROVIDER's or its subcontractor's performance of the work covered under this Contract.
  - R. SERVICE PROVIDER shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
  - S. Standard of Care: Services provided by SERVICE PROVIDER under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
  - T. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
  - U. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

#### **SECTION 14. RIGHT OF REVIEW AND AUDIT**

CITY may review any and all of the services performed by SERVICE PROVIDER under this Contract. CITY is hereby granted the right to audit, at CITY's expense and election, all of SERVICE PROVIDER's records and billings relating to the performance of this Contract, provided that such audits requiring records or other reports be noticed to SERVICE PROVIDER twenty-four (24) hours in advance of such audit. SERVICE PROVIDER agrees to retain such records for a minimum of seven (7) years following completion of this Contract. Additionally, CITY shall have immediate access to SERVICE PROVIDER's offsite facilities where CITY property is maintained.

#### **SECTION 15. PREVENTION OF FRAUD AND ABUSE**

SERVICE PROVIDER shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving SERVICE PROVIDER's employees or agents shall be reported immediately by CITY to the Office of the Inspector General for appropriate action. Moreover, SERVICE PROVIDER warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. SERVICE PROVIDER and CITY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not

participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. SERVICE PROVIDER shall, upon notice by CITY, refund expenditures of the SERVICE PROVIDER that are contrary to this Contract and deemed inappropriate by CITY provided such expenditures are in non-compliance with the terms herein.

#### **SECTION 16. TRANSITION SERVICES REQUIRED OF SERVICE PROVIDER**

Upon notice of termination and/or expiration of this Contract, CITY shall immediately have the right to audit any and all records of SERVICE PROVIDER relating to this Contract, provided that CITY can provide SERVICE PROVIDER twenty-four (24) hours' notice of such audit. Moreover, upon termination and/or expiration date of this Contract, SERVICE PROVIDER agrees to transition the services provided herein in a cooperative manner and provide anything requested from CITY at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) all Contract and services documentation identified in a complete, neat and orderly manner; (ii) good faith pledge to cooperate with CITY upon transition of services to another SERVICE PROVIDER or CITY department providing the same or similar services; (iii) final accounting of all income from the Contract; (iv) downloading and removal of all CITY information from the SERVICE PROVIDER's equipment and software; (v) removal of SERVICE PROVIDER services without affecting the integrity of CITY's systems; and (vi) all Records and CITY property within thirty (30) business days of such expiration or termination. This provision shall survive Contract termination.

#### **SECTION 17. TAX**

CITY, as a municipality of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Tax Code §151.309, and shall therefore not be liable or responsible to the SERVICE PROVIDER for the payment of such taxes under this Contract.

The fees paid to SERVICE PROVIDER pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by SERVICE PROVIDER's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by SERVICE PROVIDER in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by SERVICE PROVIDER.

SERVICE PROVIDER accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by SERVICE PROVIDER for work performed under the terms of this Contract and agrees to indemnify and save harmless CITY from any such contribution or taxes or liability.

#### **SECTION 18. SECURITY FOR FAITHFUL PERFORMANCE**

Should CITY exercise any Contract annual extension option for additional Contract terms, SERVICE PROVIDER agrees to provide a certified letter verifying the continuing proof of bonding capacity in the amount of \$20,000,000 for each annual extension option. SERVICE PROVIDER shall submit this proof within ten (10) days of CITY's request.

Upon activation of this contract and on the issuance of a Notice to Proceed, a task order or a purchase order, whichever is earlier, SERVICE PROVIDER shall furnish and file with CITY within seven (7) calendar days and

in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.

- A. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the task order and purchase order, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications, and Contract documents, including any extensions thereof, for the protection of CITY.
- B. A good and sufficient Performance Bond guarantying full payment to all subcontractors, materialmen, and persons furnishing labor and material to and for the Project.
- C. Bonds shall be executed by a duly authorized surety company satisfactory to CITY. CITY will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."
- D. No sureties will be accepted by CITY who are now in default or delinquent on any bonds or who are interested in any litigation against CITY. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.
- E. Each bond shall be executed by SERVICE PROVIDER and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.
- F. In the event the Contract is prematurely terminated due to non-performance and/or SERVICE PROVIDER's request, CITY reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, CITY will seek its attorneys' fees and costs of suit from SERVICE PROVIDER, which amount SERVICE PROVIDER shall pay within 30 days of judgment.
- G. All bonds shall be delivered to the CITY within seven (7) calendar days after issuance of a Notice to Proceed.
- H. CITY will disburse no payment for goods or services provided unless a good and sufficient bond is on file with CITY.

#### **SECTION 19. CONFIDENTIALITY AND OPEN RECORDS ACT**

- A. SERVICE PROVIDER shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law or pursuant to court order. SERVICE PROVIDER agrees to adhere to all confidentiality requirements, as applicable, for work conducted for CITY under this Contract.
- B. Open Records or Public Information Act. The parties acknowledge and agree that CITY is subject, as a matter of law, to TEX. GOV'T CODE ANN. ch. 552 (Vernon 1994), also known as the "Texas Open Records Act" or the "Texas Public Information Act" (hereinafter "Open Records Act"). Notwithstanding any other provision, including exemptions or exceptions to the Open Records Act, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that CITY may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of CITY. It is further acknowledged and agreed that CITY has the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. SERVICE PROVIDER hereby releases CITY from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or

other equipment or item, data or information furnished by SERVICE PROVIDER or in the possession or knowledge of CITY that is determined by CITY or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- C. Confidential or Proprietary Marking. Any information or documents the SERVICE PROVIDER uses in the performance of the services provided under this Contract that SERVICE PROVIDER considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information if release is required under the Texas Open Records Act, or is otherwise required by law or court order.

## **SECTION 20. INDEPENDENT SERVICE PROVIDER**

SERVICE PROVIDER, including its agents, representatives or employees, are an independent SERVICE PROVIDER and not an agent, servant, joint enterpriser, joint ventures, or employee of CITY, and is responsible for its own taxes, acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

## **SECTION 21. SUBCONTRACTING**

SERVICE PROVIDER may not enter into contracts with subcontractors for delivery of the designated services outlined in this Contract without prior written consent CITY. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by SERVICE PROVIDER will be in writing and subject to all requirements herein. SERVICE PROVIDER agrees that it will solely be responsible to CITY for the performance of this Contract. SERVICE PROVIDER shall pay all subcontractors in a timely manner. CITY shall have the right to prohibit SERVICE PROVIDER from using any subcontractor.

No subcontract may be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) (available at SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **SECTION 22. ASSIGNMENT**

During the term of this Contract, SERVICE PROVIDER may not sell, assign, transfer or convey this Contract without the written consent of CITY. Should CITY authorize SERVICE PROVIDER to subcontract (assign) any portion of this Contract, SERVICE PROVIDER will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, SERVICE PROVIDER shall maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor(s). In the event of failure by SERVICE PROVIDER to comply with these requirements, CITY may, at its option, terminate this Contract provided that such failure is not cured within 10 business days of notice. Should CITY authorize the SERVICE PROVIDER to transfer this Contract, in whole or in part, the secondary service provider will maintain all the legal responsibilities set forth in the context of this Contract; and SERVICE PROVIDER will continue to be responsible for the performance of the secondary service provider.

SERVICE PROVIDER understands and agrees that in the event that all or substantially all of SERVICE

PROVIDER's assets are acquired by another entity, SERVICE PROVIDER is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of SERVICE PROVIDER's assets, CITY, at its option, may terminate or renegotiate the terms of this Contract.

**SECTION 23. INVALIDITY**

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

**SECTION 24. GOVERNMENT FUNDED PROJECT**

If Contract is funded in part by either the State of Texas or the federal government, SERVICE PROVIDER agrees to timely comply without additional cost or expense to CITY, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

**SECTION 25. FISCAL FUNDING**

Notwithstanding any provisions contained in this Contract, the obligations of CITY under this Contract are expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. SERVICE PROVIDER shall have no right of action against CITY in the event CITY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that CITY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, CITY, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to SERVICE PROVIDER at the earliest possible time prior to the end of its fiscal year.

**SECTION 26. WRITTEN NOTICE**

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To CITY: City Manager  
City of Rowlett, Texas  
4000 Main Street  
Rowlett, Texas 75088

w/a copy to: David M. Berman  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower, 500 N. Akard Street  
Dallas, Texas 7501

To CONTRACTOR CrowderGulf, LLC.  
Ashley Ramsay-Naile, President  
5629 Commerce Blvd. East  
Mobile, AL 36619

**SECTION 27. ENTIRE CONTRACT**

It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of CITY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

**SECTION 28. MINORITY PARTICIPATION:**

The SERVICE PROVIDER agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the City are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs).

**SECTION 29. AMENDMENTS AND CHANGE IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to

the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

**SECTION 30. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Contract, SERVICE PROVIDER must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas Law shall govern this Contract and exclusive venue shall lie in the state courts of proper jurisdiction in Dallas County, Texas.

**SECTION 31. PROMPT PAYMENT ACT**

SERVICE PROVIDER agrees that a temporary delay in making payments due to CITY's accounting and disbursement procedures shall not place CITY in default of this Contract and shall not render CITY liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any undisputed payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**SECTION 32. WAIVER**

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**SECTION 33. BINDING EFFECT**

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves.

**SECTION 34. SEVERABILITY**

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**SECTION 35. RIGHTS AND REMEDIES CUMULATIVE**

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Parties have a duty to mitigate damages.

**SECTION 36. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

**SECTION 37. NUMBER/GENDER**

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the

singular shall include the plural and vice versa, unless the context clearly requires otherwise.

**SECTION 38. COUNTERPARTS**

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**SECTION 39. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE**

SERVICE PROVIDER and CITY agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to any Federal agency awarding funds for work performed under this Contract and the Regional Office of the Environmental Protection Agency (EPA).

**SECTION 40. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE**

SERVICE PROVIDER and CITY agree to comply with 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

**SECTION 41. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE**

SERVICE PROVIDER certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

**SECTION 42. COMPLIANCE WITH OTHER FEDERAL STANDARDS & REQUIREMENTS**

SERVICE PROVIDER certifies that it understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed in **Exhibit C – Attachment E**, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable.

**Section 43. PROHIBITION OF BOYCOTT ISRAEL**

The SERVICE PROVIDER verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Section 44. IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS.**

The SERVICE PROVIDER represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the SERVICE PROVIDER and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The SERVICE PROVIDER understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the SERVICE PROVIDER and exists to make a profit.

**Section 45. PROHIBITION OF BOYCOTT ENERGY COMPANIES.**

SERVICE PROVIDER verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if SERVICE PROVIDER is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) SERVICE PROVIDER has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**Section 46. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.**

SERVICE PROVIDER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) SERVICE PROVIDER has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract. However, this prohibition does not apply: (i) if SERVICE PROVIDER is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**Signatory Warranty**


The parties represent that each has the full right, power, and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances, and provisions set forth in this Contract.

EXECUTED THIS 17 DAY OF June, 2022


**CITY OF ROWLETT**

By:   
**Brian Funderburk, City Manager**

**CROWDERGULF, LLC**

By:   
**Ashley Ramsay-Naile, President**  
**Reid Loper, Vice President**

**ATTEST:**

By:   
**Laura Hallmark, City Secretary**

**Approved as to form\*:**

By:   
**David M. Berman, City Attorney\***

\*BY LAW, THE CITY ATTORNEY MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUT APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

**Exhibit C – Pricing Schedules One and Two**

Pricing – Original + USB

BAFO 05.04.22

City of Rowlett, TX

RFP #2022-10 for

Disaster Debris Removal Services

Thursday, March 10, 2022 @ 2:00 pm



Texas Office  
Clayton Young, Regional Manager  
11190 Circle Drive Suite 109A  
Austin, TX 78736  
[cyoung@crowdergulf.com](mailto:cyoung@crowdergulf.com)

Ashley Ramsay-Naile, President  
5629 Commerce Blvd. East  
Mobile, AL 36619  
800-992-6207 Phone  
251-459-7433 Fax  
[ramsay@crowdergulf.com](mailto:ramsay@crowdergulf.com)  
[www.crowdergulf.com](http://www.crowdergulf.com)

Please send all notices to [ramsay@crowdergulf.com](mailto:ramsay@crowdergulf.com)

ATTACHMENT A – PRICE SCHEDULES

SCHEDULE ONE – HOURLY LABOR AND EQUIPMENT PRICE SCHEDULE

SCHEDULE ONE – PART ONE		Hourly
Equipment Category (includes required operators, fuel, and maintenance)		
Air Curtain Burner, Self-Contained System		\$50.00
Bucket Truck, 50 ft.		\$110.00
Bucket Truck, 50ft. to 75ft.		\$150.00
Chipper (Brush), 12+ inch		\$75.00
Crane, Up to 15 ton		\$110.00
Crane, 15-30 Ton		\$120.00
Crane, 30 Ton		\$150.00
Crane, 50 Ton		\$250.00
Crane, 100 Ton		\$425.00
Crash Truck w/Impact Attenuator		\$65.00
Dozer, Tracked, CAT D3 or Equivalent		\$70.00
Dozer, Tracked, CAT D4 or Equivalent		\$85.00
Dozer, Tracked, CAT D5 or Equivalent		\$100.00
Dozer, Tracked, CAT D8 or Equivalent		\$130.00
Dump Truck, 5-15CY		\$55.00
Dump Truck, 16-24 CY		\$95.00
Dump Truck, 25-34 CY		\$110.00
Dump Truck (Trailer Dump with Tractor) 35-44 CY		\$135.00
Dump Truck (Trailer Dump with Tractor) 45-54 CY		\$145.00
Dump Truck (Trailer Dump with Tractor) 55-64 CY		\$165.00
Dump Truck (Trailer Dump with Tractor) 65-74 CY		\$185.00
Dump Truck (Trailer Dump with Tractor) 75+ CY		\$225.00
Excavator, Hydraulic, 1.5 CY		\$145.00
Excavator, Hydraulic, 2.5 CY		\$155.00
Excavator, Hydraulic, 3.5+ CY		\$165.00
Excavator, Hydraulic, 1.5 CY (with thumb)		\$155.00
Excavator, Hydraulic, 2.5 CY (with thumb)		\$165.00
Excavator/Trackhoe, Rubber Tire (with debris grapple) Cat 315C/JD or Equivalent		\$100.00
Fuel Truck (1,000 gallon; does not include fuel to be disbursed)		\$120.00
Generator, 200 kW, List kW Capacity 200 kW		\$750.00
Generator, 600 kW, List kW Capacity 600 kW		\$1,800.00
Grader w/12' Blade (Min. 30,000 LB)		\$120.00
Light Tower, Portable, with generator		\$40.00
Loader, Backhoe 1.5 CY		\$110.00
Loader, Rubber Tire Front End, 2-5 CY capacity		\$160.00
Loader, Front End, 544 (with debris grapple) or equivalent		\$160.00
Loader, Knuckleboom, 216 Prentice or equivalent		\$130.00
Loader, Self, Knuckleboom Truck, 25-35 CY Body		\$100.00
Loader, Self, Knuckleboom Truck, 35-45 CY Body		\$100.00
Loader, Skid Steer (with bucket), Bobcat 753 o		\$25.00
Loader, Trackhoe 690 JD or equivalent		\$145.00
Loader, Wheel, CAT 955 or equivalent		\$160.00
Loader, Wheel, CAT 966 or equivalent		\$180.00
Low Bed Equipment Trailer with Tractor, 12 ton capacity		\$120.00
Low Bed Equipment Trailer with Tractor, 35 ton capacity		\$130.00
Low Bed Equipment Trailer with Tractor, 50 ton capacity		\$140.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)		\$350.00

No Change

Pump, 200 HP (Minimum 25' Intake and 200' Discharge)	\$450.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge)	\$650.00
Vac Truck (Mist Capacity), List Capacity	\$140.00
Pickup Truck, 1/2 ton	\$30.00
Pickup Truck, 1 Ton	\$50.00
Passenger Vehicle	\$35.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	\$125.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	\$125.00
Stump Grinder – Up to 30" diameter capacity	\$100.00
Stump Grinder – Above 30" capacity	\$120.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	\$95.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	\$25.00
Tub Grinder, 800 to 1,000 HP	\$600.00
Truck, Flatbed, 5 ton	\$75.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	\$50.00
Water Truck, 2000-2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	\$120.00
Other – Please List	
<b>LABOR CATEGORY</b>	<b>Hourly Rate</b>
Operations Manager w/Cell Phone and .5-ton Pickup	\$75.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew	\$70.00
Tree Climber/Chainsaw and Gear	\$125.00
Laborer w/Chain Saw	\$48.00
Laborer w/Small Tools, Traffic Control, or Flag person	\$42.00
Bonded and Certified Security Personnel	\$50.00
Other – Please List	
<b>CREW CATEGORY</b>	<b>Hourly Rate</b>
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	\$365.00
Other – Please List	

<b>SCHEDULE ONE – PART TWO</b>	
<b>Emergency Push/Road Clearance</b>	
<p>Work shall consist of all labor, equipment, fuel and associated costs necessary to safely clear and remove debris from City roadways, to make them passable immediately following a declared disaster and lasting no more than 70 hours, unless authorized in writing by the City. For evaluation purposes, the average "first push" crew makeup is defined and listed below.</p>	
Labor/Equipment (includes required operators, fuel, and maintenance)	Hourly
Rubber tired front-end loader, 3 - 5 CY capacity, with operator	\$150.00
Trackhoe, 2 -3 CY capacity, with operator	\$145.00
Dump truck, 16 - 24 CY capacity, with operator	\$95.00
Two (2) person chainsaw / laborer crew, with chainsaws, 1.6" bar minimum, traffic control flags, and miscellaneous small tools (axes, shovels, safety equipment).	\$88.00
Supervisor with 1/2 - 1-ton pick-up truck, cell phone	\$60.00

**SCHEDULE TWO - UNIT RATE PRICE SCHEDULE**

Reference to RFP Scope of Services. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Vendors are requested to provide a cost for ancillary items; however, these costs will not be used for evaluative purposes. The debris amounts below are based on an EF-4 tornado, similar to the December 26, 2015 tornado, impacting the City of Rowlett and generating approximately 300,000-350,000 CY of debris on City ROW or public property. City DMS sites are expected to be located within City boundaries and final disposal is expected to, mostly if not all, occur at the Hinton Landfill (3175 Elm Grove, Rowlett, TX 75089). Additionally, the City expects that backup sites will all be located within 45.00 miles of a collection point. However, due to factors outside of the control of the City, it is impossible to guarantee specific DMS(s) and final disposal site locations. Therefore, this unit rate price schedule reflects this uncertainty through a possible set of transportation distance ranges.

<b>Schedule Two – Part One</b>			
<b>1. Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris the City ROW or public property to a City approved DMS or final disposal site. Based on an estimated 200,000 CY of vegetative debris.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	175,000	\$7.20	\$1,260,000.00
15.00-29.99 Miles	20,000	\$8.20	\$164,000.00
30.00-44.99 Miles	2,500	\$9.20	\$23,000.00
45.00 Miles or Greater	2,500	\$10.20	\$25,500.00
<b>2. C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D debris on public property or ROW to a City approved DMS or final disposal site. Based on an estimated 100,000 CY of C&D debris.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	87,500	\$7.20	\$630,000.00
15.00-29.99 Miles	10,000	\$9.20	\$92,000.00
30.00-44.99 Miles	1,250	\$10.20	\$12,750.00
45.00 Miles or Greater	1,250	\$12.20	\$15,250.00
<b>3. Demolition, Removal, Transport, and Disposal of Non-RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of non-RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$14.00	\$306,600.00
15.00-29.99 Miles	2,500	\$15.00	\$37,500.00
30.00-44.99 Miles	300	\$17.00	\$5,100.00
45.00 Miles or Greater	300	\$19.00	\$5,700.00
<b>4. Demolition, Removal, Transport, and Disposal of RACM Structures</b> Work consists of the demolition, removal, transport, and disposal of RACM structures at a City approved final disposal site. Does not include removal of concrete slab/foundation.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	21,900	\$18.50	\$405,150.00
15.00-29.99 Miles	2,500	\$20.50	\$51,250.00
30.00-44.99 Miles	300	\$22.50	\$6,750.00

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45.00 Miles or Greater	300	\$24.50	\$7,350.00	
<b>5. DMS Management, Operations, and Separation/Reduction</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>	
Management Costs, including cost of site preparation, site management, acceptance, segregation/separation, staging, erosion control, and other required work that is not direct debris reduction work. This cost is based on anticipated incoming debris and must be separate from the cost of directly reducing eligible debris.	225,000	\$0.50	\$112,500.00	N / C
Grinding (Vegetative Debris)	125,000	\$2.90	\$362,500.00	
Air Curtain Burning (Vegetative Debris)	25,000	\$2.20	\$55,000.00	
Controlled Burning (Vegetative Debris)	25,000	\$1.90	\$47,500.00	
Compacting (C&D Debris)	50,000	\$2.90	\$145,000.00	
<b>6. Collection and transportation of processed (grinding) vegetative debris from DMS to final disposal site. Assumes a total of ~31,200 CY from ~75% reduction through grinding.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>	
0.00-14.99 Miles	27,000	\$3.25	\$87,750.00	N / C
15.00-29.99 Miles	3,000	\$4.25	\$12,750.00	
30.00-44.99 Miles	600	\$6.65	\$3,990.00	
45.00 Miles or Greater	600	\$6.50	\$3,900.00	
<b>7. Collection and transportation of processed (burning) vegetative debris from DMS to final disposal site. Assumes a total of ~2,550 CY from ~95% reduction through burning.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>	
0.00-14.99 Miles	2,200	\$6.50	\$14,300.00	N / C
15.00-29.99 Miles	250	\$8.50	\$2,125.00	
30.00-44.99 Miles	50	\$10.50	\$525.00	
45.00 Miles or Greater	50	\$12.50	\$625.00	
<b>8. Collection and transportation of processed (separated and compacted) C&amp;D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.</b>	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>	
0.00-14.99 Miles	21,900	\$4.75	\$104,025.00	N / C
15.00-29.99 Miles	2,500	\$5.75	\$14,375.00	
30.00-44.99 Miles	300	\$7.75	\$2,325.00	
45.00 Miles or Greater	300	\$8.75	\$2,625.00	
<b>9. Removal of Hazardous Trees and Limbs</b>	<b>Estimated Quantity (Tree)</b>	<b>\$ Per Tree</b>	<b>Total</b>	
Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.				
6.00"-12.99" Diameter	250	\$45.00	\$11,250.00	
13.00"-24.99" Diameter	200	\$105.00	\$21,000.00	
25.00"-36.99" Diameter	100	\$200.00	\$20,000.00	
37.00"-48.99" Diameter	50	\$300.00	\$15,000.00	
49.00" and larger Diameter	25	\$370.00	\$9,250.00	
1-4 Limbs (2" or Greater at Break) Per Tree	2,000	\$75.00	\$150,000.00	
5-8 Limbs (2" or Greater at Break) Per Tree	1,000	\$75.00	\$75,000.00	

9 or Greater Limbs (2" or Greater at Break) Per Tree	500	\$80.00	\$40,000.00	
<b>10. Removal of Hazardous Stumps</b> Work consists of removing eligible hazardous stumps from the ROW and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Price includes the cost to fill the root-ball hole.	<b>Estimated Quantity (Stump)</b>	<b>\$ Per Stump</b>	<b>Total</b>	
24.10"-36.99" Diameter	50	\$180.00	\$9,000.00	N / C
37.00"-48.99" Diameter	25	\$280.00	\$7,000.00	
49.00" or Greater Diameter	10	\$380.00	\$3,800.00	
<b>11. Sand, Silt, and Debris Removal from Detention/Retention Structures</b> Works consists of collection of sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>	
0.00-14.99 Miles	21,900	\$26.00	\$569,400.00	
15.00-29.99 Miles	2,500	\$30.00	\$75,000.00	
30.00-44.99 Miles	300	\$34.00	\$10,200.00	
45.00 Miles or Greater	300	\$38.00	\$11,400.00	
<b>12. Household Hazardous Waste Removal, Transport, and Disposal</b> Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a permitted and City-approved DMS, hazardous waste facility, or MSW Type I landfill.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>	
Household Hazardous Waste	20,000	\$6.25	\$125,000.00	N / C
<b>13. ROW White Goods Debris Removal</b> Work consists of the collection of white goods from the ROW, removal of refrigerants, decontamination, and transportation to a City approved DMS, recycling facility, or final disposal site.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Each Unit</b>	<b>Total</b>	
AC units, refrigerators, and freezers requiring refrigerant recovery and decontamination	100	\$40.00	\$4,000.00	N / C
Washers, dryers, stoves, ovens, and hot water heaters	100	\$40.00	\$4,000.00	
<b>14. Dead Animal Carcasses</b> Work consists of the recovery and disposal of dead animal carcasses.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>	
Removal and Disposal of Animal Carcasses	2,500	\$1.00	\$2,500.00	N / C
<b>15. ROW Electronic Waste Removal</b> Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves, unless otherwise specified in writing by the City.	<b>Estimated Quantity (lb.)</b>	<b>\$ Per Pound (lb.)</b>	<b>Total</b>	
Electronic Waste	2,000	\$35.00	\$70,000.00	N / C
<b>Schedule Two – Part One Total</b>		<b>\$ 5,251,915.00</b>		

<b>Schedule Two – Part Two</b>			
<b>16. Storm Drain and Catch Basin Debris Removal</b> Work consists of the removal of eligible debris from the City's maintained storm drains and catch basins and transport to a City approved DMS or final disposal site.	<b>Estimated Quantity (Linear Feet)</b>	<b>\$ Per Linear Foot</b>	<b>Total</b>
Cleaning and clearing of storm drain lines. Drain line diameter 0.00"-15.00"	1,000	\$6.00	\$6,000.00
Cleaning and clearing of storm drain lines. Drain line diameter 15.01"-36.00"	1,000	\$8.00	\$8,000.00
Cleaning and clearing of catch basins and inlets.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Catch Basin/Inlet</b>	<b>Total</b>
4'x4'	50	\$400.00	\$20,000.00
8'x8'	10	\$650.00	\$6,500.00
10'x10'	5	\$950.00	\$4,750.00
20'x20'	5	\$1,200.00	\$6,000.00
<b>12. Waterborne Debris Removal</b> Work consists of the removal of eligible waterborne debris from City maintained canals and waterways and transport to a City approved DMS or final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
0.00-14.99 Miles	2,200	\$80.00	\$176,000.00
15.00-29.99 Miles	250	\$90.00	\$22,500.00
30.00-44.99 Miles	50	\$95.00	\$4,750.00
45.00 Miles or Greater	50	\$100.00	\$5,000.00
<b>10. Abandoned Vehicle or Derelict Vessel Removal</b> Work consists of the removal and transport of eligible abandoned vehicles. For estimating purposes, Federal Highway Administration (FHWA) classifications are used for vehicles below. Transport distances between the removal locations and staging area(s) are expected to be under 15 miles.	<b>Estimated Quantity (Each)</b>	<b>\$ Per Vehicle/Boat</b>	<b>Total</b>
Class 1 – Motorcycles	5	\$75.00	\$375.00
Class 2 – Passenger Cars	50	\$100.00	\$5,000.00
Class 3 – Other Two-Axle, Four-Tire Single Unit Vehicles (e.g., pickups, panels, vans, campers, motor homes, ambulances, hearses, carryalls, and minibuses)	50	\$150.00	\$7,500.00
Class 4 – Buses (e.g., school, transit, and other traditional buses serving as passenger-carrying vehicles)	1	\$350.00	\$350.00
Class 6 to 12 – Tractor-Trailer	3	\$350.00	\$1,050.00
Class A Boat (less 16 feet length overall)	5	\$850.00	\$4,250.00
Class I Boat (16 to less than 26 feet length overall)	5	\$2,200.00	\$11,000.00
Class II Boat (26 to less than 40 feet length overall)	1	\$3,600.00	\$3,600.00
Class III Boat (40 to less than 65 feet length overall)	1	\$9,000.00	\$9,000.00
<b>Schedule Two – Part Two Total</b>		<b>\$ 301,625.00</b>	
<b>Schedule Two Total (Part One + Part Two)</b>		<b>\$ 5,553,540.00</b>	

N / C

N / C

N / C

**EXHIBIT D – FEMA STUMP CONVERSION TABLE**

**Stump Conversion Table**

**Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

**Exhibit E – RFP # 2022-10 Primary, Secondary, and Tertiary Award Order and Acknowledgement**

Primary – CrowderGulf, LLC.

Secondary – Ceres Environmental Services, Inc.

Tertiary – DRC Emergency Services

**ATTACHMENT D - SECONDARY AND TERTIARY AWARD AGREEMENT**

Secondary and Tertiary Service Providers serve in a backup capacity only. In the event the Primary is unable to fully honor the terms and conditions of the contract, the Secondary Service Provider may be called. If the Secondary Service Provider is unable to honor the terms and conditions of the contract, the Tertiary Service Provider may be called. The Primary Service Provider is the first contact; however, the Secondary and Tertiary may be contacted concurrently and on a standby basis, namely during a catastrophic debris-generating event for which the City anticipates the use of the Secondary and/or Tertiary. The use of the Secondary or Tertiary must be requested by the City Debris Manager, or their designee, and approved, in writing, by the City of Rowlett's Procurement Coordinator (per the City's Financial Management Support Annex of the Emergency Operations Plan), or their designee. The City will reserve the right to simultaneously use the Primary, Secondary, and/or Tertiary Service Providers to help reduce risk to the community and allow for timely community recovery.

- 1) In the event the Secondary or Tertiary Service Providers are called upon, they will offer the goods and services at the proposal prices, or better. Any attempt to increase the original proposal price may be cause to remove the Service Provider from the contract. This in no way negatively affects the status of the Primary Service Provider.
  
- 2) If the Secondary or Tertiary Service Provider represents themselves as the Primary Service Provider without written authorization from the City of Rowlett Procurement Coordinator, or their designee, the Secondary or Tertiary Service Provider may be removed from the contract. Would you, the Service Provider, be willing to accept a Secondary/Tertiary award based on the above?

YES    NO

Ashley Ramsay-Naile

\_\_\_\_\_  
Name

*Ashley Ramsay-Naile*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

**Meeting Date:** 5/5/2026

**Agenda Item:** 4.C.

**Title**

**Consider action approving a Qualified Firms List for professional engineering and related services.**

Consider action to adopt a resolution approving a Qualified Firms List for professional engineering and related services; authorizing the Interim City Manager or his designee to negotiate and execute Master Professional Services Agreements with the highest scoring firms for each discipline; and providing an effective date for each Agreement.


**Staff Representative**

Deepa Modi, Asst. Director of PW/City Engineer

**Executive Summary**

The purpose of this item is to seek approval and adopt a resolution of a Qualified Firms List for roadway design, water/wastewater design, drainage services, traffic engineering, topographical and property survey, land acquisition and appraisal services, subsurface utility exploration, and geotechnical engineering and material testing.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Invest in Transportation &amp; Infrastructure</b></p>	<p>6.1 Systematically manage the Capital Improvement Program.</p>

**Background Information**

The City issued a request for Statements of Qualifications (SOQ) No. 2025-168-A for Professional Engineering and Related Services advertised in August 2025 to establish a list of qualified firms to provide various professional engineering services related to the design and construction of municipal improvements and facilities, and other related services typically associated with the design and construction of these facilities, for a term of three (3) years with two (2) optional one-year renewal periods. The City received

126 submissions by the due date of September 11, 2025.

### Discussion

An evaluation committee comprised of six (6) representatives from the Engineering Department evaluated and scored the submissions in accordance with the following evaluation criterion:

	<b>Criterion</b>	<b>Weighting</b>
A.	Firm's General Information, as evidenced in Article VI. Submittals, Sections A. and B.	10%
B.	Professional Qualifications of Individual Team Members, as evidenced in Article VI. Submittals, Section C.	40%
C.	Relative Project Experience, as evidenced in Article VI. Submittals, Section D.	40%
D.	Supplemental Information, as evidenced in Article VI. Submittals, Section E.	10%
	<b>Total</b>	<b>100%</b>

Based on projected needs for the next five (5) years, staff recommends establishing a Qualified Firms List and entering into Master Professional Services Agreements with the highest scoring firms for each discipline as listed below:

#### **SECTION A - ROADWAY DESIGN**

AECOM Technical Services, Inc.

Cobb, Fendley & Associates Inc.

Freese and Nichols, Inc.

Garver, LLC

Huitt-Zollars, Inc.

Neel-Schaffer, Inc.

Walter P. Moore and Associates, Inc.

## **SECTION B - WATER/WASTEWATER DESIGN**

Freese and Nichols, Inc.

Grantham & Associates, an LJB Engineering Company

Johnson, Mirmiran & Thompson, Inc.

Schaumburg & Polk, Inc.

STV Incorporated

Teague Nall and Perkins, Inc.

## **SECTION C - DRAINAGE SERVICES**

Binkley & Barfield, Inc.

Bolster Engineering LLC

GEI Consultants, Inc.

Halff Associates, Inc.

Pape-Dawson Consulting Engineers, LLC

**SECTION D - TRAFFIC ENGINEERING**

Bartlett & West, Inc.

Conzor Engineers, LLC

Kimley-Horn and Associates, Inc.

**SECTION E - TOPOGRAPHICAL AND PROPERTY SURVEY**

PJB Surveying LLC

Surveying and Mapping LLC

White Hawk Engineering & Design

**SECTION F - LAND ACQUISITIONS AND APPRAISAL SERVICES**

Blackland Consulting Services, Inc.

Pinnacle Consulting Management Group, Inc.

Surveying and Mapping, LLC

**SECTION G - SUBSURFACE UTILITY EXPLORATION**

Colliers Engineering & Design, Inc.

Lamb-Star Engineering, LLC

Lina T. Ramey and Associates, Inc.

**SECTION H - GEOTECHNICAL ENGINEERING AND MATERIAL TESTING**

Alliance Geotechnical Group, Inc.

ECS Southwest, LLP

Terracon Consultants, Inc.

UES Professional Solutions 44, LLC

**Financial/Budget Implications**

A task authorization will be issued under the appropriate Master Professional Services Agreement, which will include the scope of work and associated fees specific to each project. Each individual task authorization will be processed accordingly for approval.

**Recommended Action**

Move to adopt a resolution approving a Qualified Firms List for professional engineering and related services; authorize the Interim City Manager or his designee to negotiate and execute Master Professional Services Agreements with the highest scoring firms for each discipline; and provide an effective date for each Agreement.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A LIST OF QUALIFIED DESIGN, ENGINEERING, PLANNING, SURVEYING, LAND ACQUISITION AND APPRAISAL, SUBSURFACE UTILITY EXPLORATION, AND MATERIAL TESTING SERVICES FOR VARIOUS CATEGORIES OF CITY PROJECTS; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH THE HIGHEST LISTED PROFESSIONALS IN EACH CATEGORY ON THE LIST; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett (“City”) desires to have a pre-qualified list of professional services and selected firms (“Services”) provided to the City for various designs, studies, evaluations and oversight of projects; and

**WHEREAS**, the City of Rowlett, through a request for qualifications, SOW NO. 2025-168-A, advertised for, received, evaluated, and selected the best qualified professional services and selected firms for use towards future designs, studies, evaluations and oversights of various projects; and

**WHEREAS**, the City of Rowlett through this RFQ desires to establish a pre-qualified list of professional services and selected firms for a period of three (3) years with two (2) possible one-year annual renewals as the time period that the list of qualified professional services and selected firms would be approved; and

**WHEREAS**, the City Council finds that it is in the public’s best interest to approve the pre-qualified list of professional services and selected firms for a period of three (3) years with two (2) one-year renewals and to authorize the Interim City Manager to negotiate and execute master professional services agreements with the highest listed firms in each category on the list; and

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

**SECTION 1.** The City, acting through its governing body, hereby approves the Pre-Qualified List of Professional Services and Selected Firms, attached hereto and incorporated herein by this reference as **Exhibit “A,”** for a period of three (3) years with two (2) optional one-year renewals for Roadway Design, Water/Wastewater Design, Drainage Services, Traffic Engineering, Topographical and Property Survey, Land Acquisitions and Appraisal Services, Subsurface Utility Exploration, and Geotechnical Engineering and Material Testing

**SECTION 2.** The Interim City Manager is hereby authorized to negotiate and execute agreements with the highest listed professionals in each category on the list.

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

**Attachments**

- 1. Exhibit A - Qualified Firms List
- 2. Attachment 1 - Response Summary

# EXHIBIT A



CITY OF ROWLETT  
PROFESSIONAL ENGINEERING AND RELATED SERVICES  
QUALIFIED FIRMS LIST  
THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS

## SECTION A - ROADWAY DESIGN

AECOM Technical Services, Inc.  
Cobb, Fendley & Associates Inc.  
Freese and Nichols, Inc.  
Garver, LLC  
Huitt-Zollars, Inc.  
Neel-Schaffer, Inc.  
Walter P. Moore and Associates, Inc.

## SECTION B - WATER/WASTEWATER DESIGN

Freese and Nichols, Inc.  
Grantham & Associates, an LJB Engineering Company  
Johnson, Mirmiran & Thompson, Inc.  
Schaumburg & Polk, Inc.  
STV Incorporated  
Teague Nall and Perkins, Inc.

## SECTION C - DRAINAGE SERVICES

Binkley & Barfield, Inc.  
Bolster Engineering LLC  
GEI Consultants, Inc.  
Halff Associates, Inc.  
Pape-Dawson Consulting Engineers, LLC

## SECTION D - TRAFFIC ENGINEERING

Bartlett & West, Inc.  
Consor Engineers, LLC  
Kimley-Horn and Associates, Inc.

## SECTION E - TOPOGRAPHICAL AND PROPERTY SURVEY

PJB Surveying LLC  
Surveying and Mapping LLC  
White Hawk Engineering & Design

## SECTION F - LAND ACQUISITIONS AND APPRAISAL SERVICES

Blackland Consulting Services, Inc.  
Pinnacle Consulting Management Group, Inc.  
Surveying and Mapping, LLC

## SECTION G - SUBSURFACE UTILITY EXPLORATION

Colliers Engineering & Design, Inc.  
Lamb-Star Engineering, LLC  
Lina T. Ramey and Associates, Inc.

## SECTION H - GEOTECHNICAL ENGINEERING AND MATERIAL TESTING

Alliance Geotechnical Group, Inc.  
ECS Southwest, LLP  
Terracon Consultants, Inc.  
UES Professional Solutions 44, LLC



**CITY OF ROWLETT  
RESPONSE SUMMARY**

<b>Solicitation Number</b>	SOQ No. 2025-168-A
<b>Solicitation Title</b>	Professional Engineering and Related Services
<b>Due Date and Time:</b>	9/11/2025 at 2:00pm

Responding Firms	A: Roadway Design	B: Water / Wastewater Design	C: Drainage Services	D: Traffic Engineering	E: Topographical and Property Survey	F: Land Acquisitions and Appraisal Services	G: Subsurface Utility Exploration	H: Geotechnical Engineering and Material Testing
AECOM Technical Services, Inc.	X	X						
Alliance Geotechnical Group, Inc.								X
ARS Engineers, Inc.	X	X	X					
Bartlett & West, Inc.	X	X		X				
Binkley & Barfield, Inc.	X	X	X					
Blackland Consulting Services, Inc.						X		
Bolster Engineering LLC			X					
Bowman Engineering Consulting Inc.	X	X	X					
Braun Intertec Corporation								X
CEC Corporation dba Texas CEC Corporation	X				X		X	
Cobb, Fendley & Associates Inc.	X	X		X				
Colliers Engineering & Design, Inc.					X		X	
Consor Engineers, LLC	X		X	X				
DAL-TECH Engineering, Inc., a SAFEbuilt Company	X	X			X			
DeShazo Group, Inc.				X				
Dikita Enterprises, Inc.	X	X	X					
Dunaway Associates, LLC	X						X	
ECS Southwest, LLP								X
Freese and Nichols, Inc.	X	X	X					
Garver, LLC	X	X						
GEI Consultants, Inc.	X	X	X					
Geotex Engineering, LLC								X
Grantham & Associates, an LJB Engineering Company	X	X	X					
Gratia Geomatics, LLC					X			
Half Associates, Inc.	X		X					
Huitt-Zollars, Inc.	X	X	X					
HVJ North Texas - Chelliah Consultants Inc.								X
IEA Inc.	X		X					
Johnson, Mirmiran & Thompson, Inc.	X	X	X					
Kimley-Horn and Associates, Inc.	X	X		X				
Lamb-Star Engineering, LLC	X			X			X	
Lina T. Ramey and Associates, Inc.	X				X		X	
Lockwood, Andrews & Newnam, Inc.	X	X	X					
Metropolitan Infrastructure, PLLC			X					
Neel-Schaffer, Inc.	X	X	X					
O.R. Colan Associates, LLC						X		
Olsson, Inc.			X	X				
OTHON, Inc.	X		X	X				
Pape-Dawson Consulting Engineers, LLC	X	X	X					
Pinnacle Consulting Management Group, Inc.						X		
PJB Surveying LLC					X		X	
RJN Group, Inc.	X	X						
Schaumburg & Polk, Inc.	X	X			X			
Spiars Engineering, Inc.				X				
Stateside Right of Way Services, LLC						X		
STV Incorporated	X	X	X					
Surveying and Mapping, LLC					X	X	X	
Teague Nall and Perkins, Inc.	X	X	X					
Terracon Consultants, Inc.								X
Trustar Surveying, LLC					X			
UES Professional Solutions 44, LLC								X
Urban Engineers Group, Inc.	X	X		X				
Walter P. Moore and Associates, Inc.	X		X					
Westwood Professional Services, Inc.	X		X		X			
White Hawk Engineering & Design	X				X			
WSB LLC	X			X				X
Western Texas Consultants Inc.	X	X			X			
<b>TOTAL: 126</b>	<b>36</b>	<b>24</b>	<b>23</b>	<b>11</b>	<b>12</b>	<b>5</b>	<b>7</b>	<b>8</b>

All responses submitted for the designated project are reflected on this summary sheet. However, the listing of a response on this summary sheet shall not be construed as a comment on the responsiveness or as any indication that the City of Rowlett accepts such submission as being responsive. The City of Rowlett will make a determination as to the responsiveness of the vendor submission based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. Upon award of the contract, in accordance with the law, all responses received will be available for inspection at that time.

Certified by: January Calhoun, CPPO, CPPB, Purchasing Manager, City of Rowlett  
 Certified on: September 12, 2025

**Meeting Date:** 5/5/2026

**Agenda Item:** 4.D.

**Title**

**Consider action approving an amendment to Section 2-132 of the Code of Ordinance.**

Consider action to adopt an ordinance amending Section 2-132 of the Code of Ordinance to include an additional ex-officio position to the Economic Development Advisory Board (EDAB).

**Staff Representative**

Mailinh Nguyen, Economic Development Asst Director

**Executive Summary**

This item proposes adding a non-voting, ex-officio position to the Economic Development Advisory Board (EDAB) for Baylor Scott & White Lake Pointe. As a major healthcare provider and institutional partner, their participation will strengthen coordination on workforce, community health, and economic development initiatives.

The addition is intended to enhance strategic alignment and provide industry insight to support EDAB recommendations.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Foster Economic Vitality</b></p>	<p>5.7 Forge public/private development partnerships.</p>

**Background Information**

This item proposes adding a non-voting, ex-officio position to the Economic Development Advisory Board (EDAB) for Baylor Scott & White Lake Pointe. As a major healthcare provider and institutional partner, their participation will strengthen coordination on workforce, community health, and economic development initiatives.

The addition is intended to enhance strategic alignment and provide industry insight to support EDAB recommendations.

**Discussion**

Adding an ex-officio position for Baylor Scott & White Lake Pointe will strengthen coordination between the City and a major healthcare provider, ensuring alignment on initiatives related to workforce development, community health, and economic growth.

The ex-officio member will serve in a non-voting capacity and provide subject matter expertise, industry insight, and collaboration opportunities to support EDAB discussions and recommendations.

**Financial/Budget Implications**

None

**Recommended Action**

Staff recommends adoption of the resolution to add an Ex-Officio member representing Baylor Scott & White Lake Pointe to the Economic Development Advisory Board.

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE ii “BOARDS, COMMITTEES, COMMISSIONS”, DIVISION 5 “ECONOMIC DEVELOPMENT ADVISORY BOARD” AT SECTION 2-1323 “MEMBERSHIP; TERMS;” PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council created the Economic Development Advisory Board (“EDAB”) to advise the City Council and City staff on economic development strategies that promote and foster private investment and job creation to ensure a sustainable business environment in the City; and

**WHEREAS**, the City Council finds it desirable and in the best interest of the City to revise the membership of the EDAB to add an ex officio member position for a representative appointed by Baylor Scott White Health – Lake Pointe’s Board of Directors;

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

**SECTION 1.** Chapter 2 “Administration”, Article II “Boards, Committees Commission”, Division 5 “Economic Development Advisory Board”, as previously amended, be and the same is hereby amended by amending section 2-132 “Membership; terms” to read in its entirety as follows:

**“Chapter 2 Administration**  
...  
**Article II Boards, Committees, Commissions**  
...  
**Division 5 Economic Development Advisory Board**

...

**Sec. 2-132 Membership; terms.**

1. The economic development advisory board shall consist of seven regular members, four nonvoting ex officio members, and as many alternate members as the council may appoint. As a standing board, the chairperson and vice chairperson shall be selected by majority vote of the regular members entitled to vote.

1. ...

2. ...

3. *Ex officio members.* The person serving as the city manager, the person serving as the President/CEO of the Rowlett area Chamber and Visitor Center, and a person appointed by the board of trustees of Baylor Scott & White Health – Lake Pointe shall serve as nonvoting ex officio members. The remaining ex officio member shall be appointed by the superintendent of the Garland Independent School District from among the membership of its board of trustees. “

SECTION 2. All ordinances of the City of Rowlett in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. 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 Code of Ordinances as a whole.

SECTION 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

**Attachments**

None

**Meeting Date:** 5/5/2026

**Agenda Item:** 4.E.

**Title**

**Consider action approving an appointment of an ex-officio position to the Economic Development Advisory Board (EDAB)**

Consider action to adopt a Resolution appointing Tori Owens to the newly added ex-officio position for Baylor Scott White Health - Lake Pointe on the Economic Development Advisory Board (EDAB).

**Staff Representative**

Mailinh Nguyen, Economic Development Asst Director

**Executive Summary**

This item proposes adding a non-voting, ex-officio position to the Economic Development Advisory Board (EDAB) for Baylor Scott & White Lake Pointe. As a major healthcare provider and institutional partner, their participation will strengthen coordination on workforce, community health, and economic development initiatives.

The addition is intended to enhance strategic alignment and provide industry insight to support EDAB recommendations.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Foster Economic Vitality</b></p>	<p>5.7 Forge public/private development partnerships.</p>

**Background Information**

The Economic Development Advisory Board (EDAB) provides guidance on policies, programs, and initiatives that support the City’s economic development goals.

As Rowlett continues to advance strategic partnerships that support workforce, healthcare access, and regional competitiveness, Baylor Scott & White Lake Pointe

serves as a key institutional partner within the community.

**Discussion**

Adding an ex-officio position for Baylor Scott & White Lake Pointe will strengthen coordination between the City and a major healthcare provider, ensuring alignment on initiatives related to workforce development, community health, and economic growth.

The ex-officio member will serve in a non-voting capacity and provide subject matter expertise, industry insight, and collaboration opportunities to support EDAB discussions and recommendations.

**Financial/Budget Implications**

None

**Recommended Action**

Staff recommends adoption of the resolution to add an Ex-Officio member representing Baylor Scott & White Lake Pointe to the Economic Development Advisory Board.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPOINTING TORI OWENS AS THE EX OFFICIO MEMBER OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD APPOINTED BY THE BAYLOR SCOTT & WHITE HEALTH – LAKE POINT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has established a nonvoting ex officio membership position on the Economic Development Advisory Board to be filled by a person appointed by the board of directors of Baylor Scott & White Health – Lake Pointe; and

**WHEREAS**, the BSWH- Lake Pointe board of directors has appointed Tori Owens to serve in the ex officio position; and

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

**SECTION 1.** Tori Owens is hereby appointed to serve in the nonvoting ex-officio member position on the Economic Development Advisory Board as the duly appointed representative of Baylor Scott & White Health – Lake Pointe.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**Attachments**

None



**Meeting Date:** 5/5/2026

**Agenda Item:** 4.F.

**Title**

**Consider action correcting a scrivener's error in Ordinance No. ORD-26-04-07.**

Consider action to adopt an ordinance correcting a scrivener's error in Ordinance No. ORD-26-04-07.


**Staff Representative**

Lilyana Morejon, Planner II

**Executive Summary**

This item is to correct a scrivener's error in ORD-26-04-07.

**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**

On April 7, 2026, the City Council approved Ordinance No. ORD-26-04-07, allowing outdoor storage (of motor vehicles). It has since come to the City staff's attention that while the presentation materials of City staff and the property owner/developer, as well as the exhibits to the Ordinance all indicated that the only parking spaces adjacent to the building were adjacent to the northwest building facade, the ordinance incorrectly stated that they were to the northeast. The use of "northeast" was, therefore, a scrivener's error and that error will be corrected by this ordinance so that the language of the ordinance will align with the presentation materials, the ordinance's exhibits, and the intent of the parties.

A scrivener's error is an unintentional, minor mistake in a legal document that occurs during drafting and fails to reflect the true intent of the parties. It is usually a clerical, typographical, transposition of numbers, or similar grammatical error rather than a misunderstanding of the terms. The City Attorney has provided the opinion that the use of "northeast" in the ordinance when all the exhibits and presentations clearly showed "northwest" is a scrivener's error. Because this ordinance only corrects a scrivener's error, it is not considered a "zoning" ordinance. It merely corrects an minor error in the prior zoning ordinance.

**Discussion**

N/A

**Financial/Budget Implications**

N/A

**Recommended Action**

Adopt an ordinance correcting a scrivener's error in Ordinance No. ORD-26-04-07 to change references "PARKING SPACES ADJACENT TO THE NORTHEAST BUILDING FACADE" TO "PARKING SPACES ADJACENT TO THE NORTHWEST BUILDING FACADE".

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT TEXAS CORRECTING A SCRIVENER’S ERROR IN ORDINANCE NO ORD-26-04-07 TO CHANGE REFERENCES TO “PARKING SPACES ADJACENT TO THE NORTHEAST BUILDING FAÇADE” TO “PARKING SPACES ADJACENT TO THE NORTHWEST BUILDING FAÇADE,” 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**, on April 7, 2026, the City Council approved Ordinance No. ORD-26-04-07; and

**WHEREAS**, the presentations of City staff and the property owner/developer as well as the exhibits to the Ordinance all indicated that the only parking spaces adjacent to the building were adjacent to the northwest building façade; and

**WHEREAS**, due to a Scrivener’s error, the ordinance indicated, when references these parking spaces, that they were adjacent to the northeast building façade; and

**WHEREAS**, the City Council finds it to be equitable and just and to serve the public health, safety and general welfare to correct the Scrivener’s error evident in Ordinance No. ORD-26-04-07;

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

**SECTION 1.** Ordinance No. ORD-26-04-07, adopted by the City Council on April 7, 2026, is amended by correcting the following Scrivener’s error that appears in the heading of the ordinance and in Section 3, condition number 5 thereof: All references therein to “parking spaces adjacent to the northeast building façade” are hereby corrected to read, in accordance with the presentations and exhibits to the ordinance, “parking spaces adjacent to the northwest building façade.”

**SECTION 2.** 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 3:** 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 4:** 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 5:** 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 6:** This ordinance shall take effect immediately from and after its passage and the Scrivener’s error correction provided for herein shall have retroactive effect, to be effective from and after April 7, 2026.

**Attachments**

None

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.A.

**Title**

Conduct a public hearing and consider action to adopt an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 of the District, and making certain findings and determinations relating to the District.


**Staff Representative**

Michael Kuhn, Treasurer & Debt Mgr.

**Executive Summary**

The purpose of this item is to hold a public hearing and consider the adoption of an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District and levying special assessments against certain property within this District. As required by the TLGC, notice of the May 5, 2026 public hearing was published in the *Dallas Morning News* regarding the levy of special assessment within the PID.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.3 Invest in enjoyable places of lasting value and distinctive character.</p>

**Background Information**

The Trails at Cottonwood Creek Public Improvement District (PID), situated northeast of the intersection of Vinson Road and Stonewall Road, was established by the City Council in March 2020. A development agreement was adopted in July 2020, setting the parameters of the PID. The development agreement was further amended in March 2025 and April 2026. In May 2021, the City issued two series of PID bonds: Major Improvement Area Bonds (\$5,065,000 par) and NIA #1 Bonds (\$2,543,000 par) for the Trails at Cottonwood Creek PID to fund infrastructure costs for Phase #1 of the development. The below list provides a comprehensive overview of the actions taken in

conjunction with the development:

1. October 8, 2019: City Council adopted ORD-030-19 amending the Planned Development District enabling the development of a 765-lot neighborhood to be called the Trails at Cottonwood Creek. The amendments adjusted the sizes of various dwelling unit types and standards related to glare and illumination.
2. October 15, 2019: City Council approved a facilities agreement in the amount of \$1,053,405 for the installation and construction of off-site wastewater infrastructure to serve the subject property with the adoption of RES-122-19.
3. March 17, 2020: City Council approved RES-032-20 creating the Trails at Cottonwood Creek Public Improvement District with a PID dissolution agreement to be held in trust by the City Attorney should a development agreement not be executed by July 7, 2020.
4. July 7, 2020: City Council approved the development agreement with the adoption of RES-082-20. The agreement set the maximum funding amount to be generated by the PID bond issuance, the maximum tax assessment rate, the improvements allowed to be constructed and financed by the PID bonds, the required disclosures of the PID assessment for potential homebuyers, and the specific enhancements constituting the special benefits conferred upon the development resulting in an increased assessed value. Among those enhancements are hike and bike trails connecting the open spaces in the development that are not included on the City's trail plans or required by the Form-Based Code, additional pedestrian corridors providing separation for pedestrians from streets in specific areas, pocket parks with one or more special amenities, a Green irrigation system to harvest rainwater and use natural features for stormwater management and landscape irrigation, and upgraded and more natural screening and landscaping along the site perimeter. Also, the development agreement set out the parameters of an EMS/Fire Station to be constructed with funds set aside by the developer.
5. April 20, 2021: Adoption of Resolution 053-21 accepting and approving a preliminary Service and Assessment Plan and assessment rolls and calling a public hearing on the levy of special assessments against property in the District.
6. May 18, 2021: Approved Resolution 065-21 approving a development agreement with Trail Creek Partners, L.P., regarding the construction of an EMS/Fire Facility and the dedication of a 1.5-acre tract of land within the development.
7. May 18, 2021: Adopted Ordinance 023-21 accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in the District.
8. May 18, 2021: Adopted Ordinance 024-21 approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2021 (Trails at Cottonwood Creek Public Improvement District Major Improvement Area Project)" in the principal amount of \$5,065,000.
9. May 18, 2021: Adopted Ordinance 025-21 approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2021 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement

Area #1 Project)" in the principal amount of \$2,543,000.

10. March 18, 2025: Adopted a resolution authorizing the City Manager to execute a first amendment to the development agreement with Trail Creek Partners, LTD.
11. April 21, 2026: Adoption of Resolution 26-04-33R accepting and approving a preliminary Service and Assessment Plan and assessment rolls and calling a public hearing on the levy of special assessments against property in the District and approving a second amendment to the development agreement with Trail Creek Partners, LTD.

## **Discussion**

Municipalities are authorized, by Chapter 372 of the Texas Local Government Code, to establish public improvement districts (PIDs) to facilitate the installation and construction of on-site infrastructure and amenities to enable development. The PID is funded through the issuance of bonds. These bonds are then repaid by homeowners through an annual assessment over the life of the bonds. A PID is authorized to reimburse and/or pay for the following public improvement costs benefiting the lots within the PID:

- Design, acquisition, construction, and improvement of road, street and drainage improvements,
- Projects similar to those listed above that are authorized by the PID Act, including offsite projects that provide a benefit to the property within the PID,
- Costs associated with developing and financing the public improvements described above, and
- Costs of establishing, administering, and operating the PID.

The PID Assessment is per residential lot and is based on the benefit received from the public improvement costs paid by the PID. The principal amount of the PID Assessment is paid in annual installments along with interest and administrative costs. PIDs are accompanied with a Service and Assessment Plan (SAP). This document details all the public improvements needed, funding sources, the amount and allocation of assessment levy as well as the amount and timing of the assessment revenue debt issuance. The PID Act requires the service plan to cover a period of at least five years and defines the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period.

The total assessment levy and lien on the property originally projected in the Development Agreement totaled \$11,000,000. In March 2025, the Development Agreement was amended to allow the total assessment levy and lien to not exceed \$20,000,000. The total assessment levy is constrained by two different metrics: i) a taxable equivalent rate of \$0.324 per hundred dollars of assessed value and ii) a value-to-lien ratio of 3:1. The 2025 amendment additionally increased funding for a future fire station from \$850,000 to \$2,100,000 with a build option, and restructuring the parks/trails/amenity obligations so the HOA takes ownership and maintenance while

reducing duplicate trails and sidewalks. A second amendment to the Development Agreement was approved on April 21st, 2026 to accomplish two objectives: i) adjust the maximum tenor allowed so that the proposed special assessment revenue bond issuance and a future issuance can utilize a 30-year final maturity and ii) update language to provide clarity around the timing of the fire station funding to the next phase of the development.

The proposed issuance for funding Neighborhood Improvement Area #2 and #3 is estimated to be \$6,538,000. Estimated funding for Neighborhood Area #2-3 improvements is provided more detail in Table IV-C below:

Table IV-C: Neighborhood Improvement Areas #2-3 Bonds		
Sources and Uses of Funds (f)		
Sources of Funds		
Gross Bond Amount	\$	6,538,000
NIA #2 Developer Contribution (a)		12,890,955
NIA #3 Developer Contribution (a)		6,053,472
	\$	<b>25,482,427</b>
Uses of Funds		
Project Fund Deposits:		
NIA #2 Authorized Improvements (b)	\$	16,370,760
NIA #3 Authorized Improvements (b)		7,684,172
Total Authorized Improvements	\$	<b>24,054,932</b>
Other Fund Deposits:		
Dept Service Reserve Fund (c)	\$	468,590
Capitalized Interest (d)		179,795
	\$	<b>648,385</b>
Cost of Issuance	\$	<b>582,970</b>
Underwriter's Discount/Underwriter's Counsel (e)	\$	196,140
	\$	<b>25,482,427</b>

- (a) Owners will fund all costs not covered by the PID Bonds.
- (b) See Table III-C and Table III-D for details.
- (c) The PID Bonds will include a dept service reserve fund calculated in accordance with the IRS rules.
- (d) The PID Bonds will fund capitalized interest through September 15, 2026.
- (e) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.
- (f) Estimated as of 4/23/2026; bond issuance amount will adjust based on the pricing results of the bonds on 5/5/2026

The below tables indicate the estimated Special Assessment, Annual Installment and Equivalent Tax Rate Assessment for each lot size.

Neighborhood Improvement Area #2							
Special Assessment Allocation (includes MIA Allocation)							
Lot Size	Units	Estimated Build Out Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
50' Lot	7	\$ 4,550,000	\$ 175,566	\$ 14,767.76	\$ 25,080.79	\$ 2,109.68	\$ 0.32
40' Lot	159	\$ 87,450,000	\$ 3,442,068	\$ 289,174.89	\$ 21,648.23	\$ 1,818.71	\$ 0.33
TH	40	\$ 18,800,000	\$ 748,703	\$ 62,854.40	\$ 18,717.57	\$ 1,571.36	\$ 0.33
60' Lot	87	\$ 65,250,000	\$ 2,552,936	\$ 214,557.66	\$ 29,344.09	\$ 2,466.18	\$ 0.33
<b>Total</b>	<b>293</b>	<b>\$ 176,050,000</b>	<b>\$ 6,919,273</b>	<b>\$ 581,354.71</b>			

Note: Estimates Based on information available as of 4/23/26. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 5.50% interest rate and a 30-year term for the Neighborhood Improvement Area #2-3 PID Bonds and annual administrative expenses of \$90,000 increasing at 2% per year.

Neighborhood Improvement Area #3							
Special Assessment Allocation (includes MIA Allocation)							
Lot Size	Units	Estimated Build Out Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
40' Lot	178	\$ 97,900,000	\$ 3,516,570	\$ 314,416	\$ 19,756.01	\$ 1,766.38	\$ 0.32
<b>Total</b>	<b>178</b>	<b>\$ 97,900,000</b>	<b>\$ 3,516,570</b>	<b>\$ 314,416</b>			

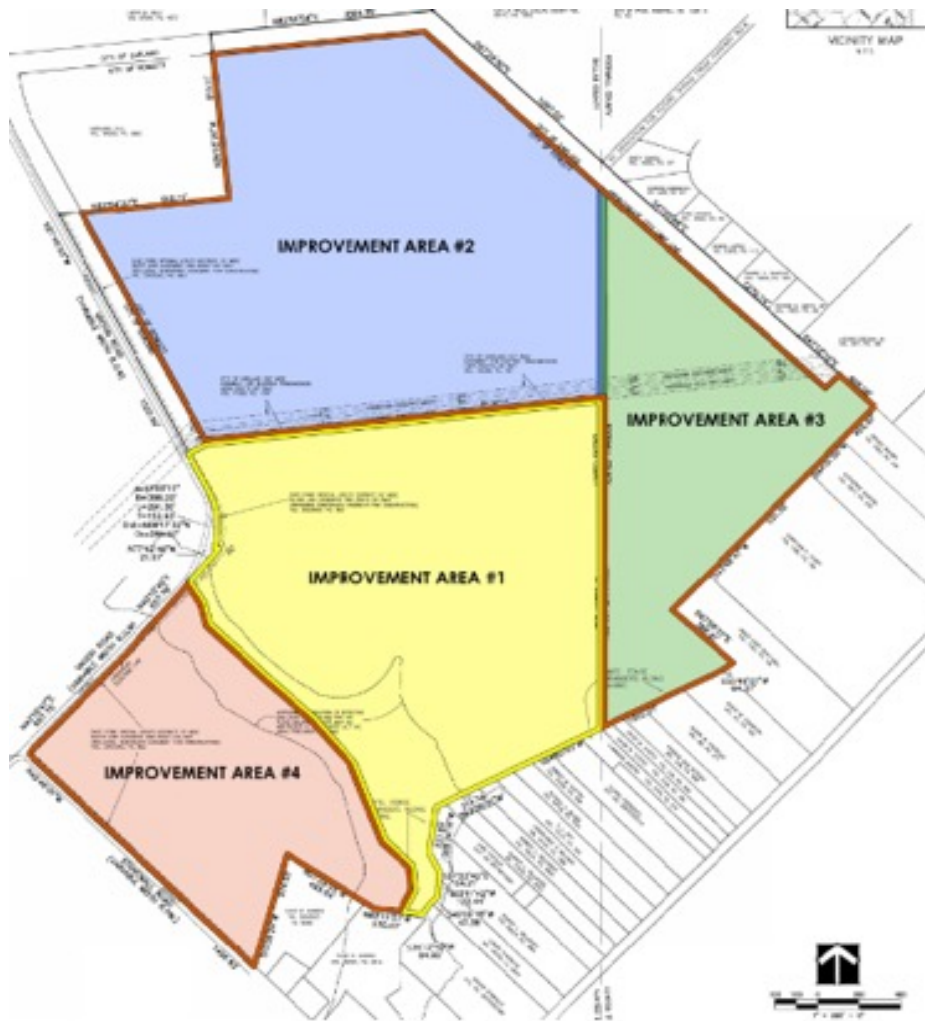
\*Note identical to Neighborhood Improvement Area #2 Table.

The estimated Ad Valorem Tax and Tax Equivalent Assessment Rate for each lot size is illustrated below.

Property Tax Rates and Assessment Levies	Tax Rate	Townhomes (\$470,000)	40' Lots (\$550,000)	50' Lots (\$650,000)	60' Lots (\$750,000)
	Dallas County	\$0.2155	\$1,013	\$1,381	\$1,632
Dallas County Hospital District (Parkland)	\$0.2120	\$996	\$1,166	\$1,378	\$1,590
Dallas County Community College	\$0.1066	\$501	\$586	\$693	\$799
Garland ISD	\$1.1709	\$5,503	\$6,440	\$7,611	\$8,782
<b>Subtotal</b>	<b>\$1.7050</b>	<b>\$8,013</b>	<b>\$9,573</b>	<b>\$11,314</b>	<b>\$13,054</b>
City of Rowlett	\$0.8079	\$3,797	\$4,443	\$5,251	\$6,059
<b>Property Tax Rate</b>	<b>\$2.5129</b>	<b>\$11,810</b>	<b>\$14,016</b>	<b>\$16,565</b>	<b>\$19,113</b>
The Trails at Cottonwood Creek <sup>(1)</sup>	\$0.33	\$1,549	\$1,813	\$2,142	\$2,472
<b>Total Property Tax and Tax Rate Equivalent</b>	<b>\$2.8432</b>	<b>\$13,359</b>	<b>\$15,829</b>	<b>\$18,707</b>	<b>\$21,585</b>

(1) Includes existing MI TRE. Represents average of all four Lot types

The illustration below reflects the bond phasing plan for the development.



**Financial/Budget Implications**

The Trails at Cottonwood Creek will add approximately \$400 million of Taxable Assessed Value to the City (NIA #1-4) which, based on the current ad valorem tax rate, will generate an estimated \$3.3 million of incremental ad valorem tax revenues upon build out.

	Lots	Average Lot Price <sup>(1)</sup>	Average Completed Home Value <sup>(1)</sup>	Buildout Value	
				(\$)	(%)
Townhomes	67	\$55,000	\$300,000	\$20,100,000	5.03%
40' Lots	55	\$65,000	\$340,000	\$18,700,000	4.68%
50' Lots	72	\$75,000	\$380,000	\$27,360,000	6.84%
<b>Total NIA 1</b>	<b>194</b>			<b>\$66,160,000</b>	<b>16.55%</b>
Townhomes	40	\$84,000	\$470,000	\$18,800,000	4.70%
40' Lots	159	\$95,200	\$550,000	\$87,450,000	21.88%
50' Lots	7	\$115,500	\$650,000	\$4,550,000	1.14%
60' Lots	87	\$134,400	\$750,000	\$65,250,000	16.32%
<b>Total NIA 2</b>	<b>293</b>			<b>\$176,050,000</b>	<b>44.04%</b>
40' Lots	178	\$94,000	\$550,000	\$97,900,000	24.49%
<b>total NIA 3</b>	<b>178</b>			<b>\$97,900,000</b>	<b>24.49%</b>
40' Lots	77		\$550,000	\$42,350,000	10.60%
60' Lots	23		\$750,000	\$17,250,000	4.32%
<b>total NIA 4</b>	<b>100</b>			<b>\$59,600,000</b>	<b>14.91%</b>
<b>Grand Total</b>	<b>765</b>			<b>\$399,710,000</b>	<b>100.00%</b>

1) Source: 2026 Preliminary Limited Offering Memorandum

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

The City will manage the annual administration and reporting. Costs associated with handling this administrative role are reimbursable expenses to the City as part of the PID.

### Recommended Action

Move to adopt an ordinance accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 of the District, and approving all other matters related thereto.

## **ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING AND APPROVING THE TRAILS AT COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND THE NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL FOR THE**

**TRAILS AT COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT;  
MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN  
NEIGHBORHOOD IMPROVEMENT AREA #2 AND NEIGHBORHOOD  
IMPROVEMENT AREA #3; LEVYING SPECIAL ASSESSMENTS AGAINST  
CERTAIN PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2  
AND NEIGHBORHOOD IMPROVEMENT AREA #3 AND ESTABLISHING A  
LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF  
ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN  
ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE,  
AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT  
ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the City Council (the "Council") of the City of Rowlett, Texas (the "City"), to create a public improvement district within the City; and

**WHEREAS**, on March 17, 2020, the Council approved Resolution No. RES-032-20 (the "Authorization Resolution"), authorizing, establishing and creating the Trails at Cottonwood Creek Public Improvement District (the "District"); and

**WHEREAS**, on April 21, 2026, the Council adopted a resolution (i) determining the total costs of certain authorized public improvements to be undertaken in Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 (collectively, "Neighborhood Improvement Areas #2-3"), (ii) approving a preliminary service and assessment plan, including proposed assessment rolls (the "Neighborhood Improvement Area #2 Assessment Roll" and "Neighborhood Improvement Area #3 Assessment Roll", respectively, and collectively, the "Assessment Rolls"), and (iii) directing the City Secretary of the City (the "City Secretary") to publish and mail notice of a public hearing (the "Assessment Hearing") to consider an ordinance levying assessments (the "Neighborhood Improvement Area #2 Assessment" and "Neighborhood Improvement Area #3 Assessment", respectively, and collectively, the "Assessments") on certain benefitted property within Neighborhood Improvement Areas #2-3 (the "Neighborhood Improvement Area #2 Assessed Property" and "Neighborhood Improvement Area #3 Assessed Property", respectively, and collectively, the "Assessed Property"); and

**WHEREAS**, the City Secretary filed the proposed Assessment Rolls and made the same available for public inspection; and

**WHEREAS**, the City Secretary (i) published notice of the Assessment Hearing on April 23, 2026 in *The Dallas Morning News*, which is a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the Act, and (ii) mailed notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments on April 22, 2026, pursuant to Section 372.016(c) of the Act; and

**WHEREAS**, the Council convened the Assessment Hearing on May 5, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Rolls and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the authorized public improvements to be undertaken for the benefit of certain property within Neighborhood Improvement Areas #2-3 (the "Neighborhood Improvement Area #2 Improvements" and "Neighborhood Improvement Area #3 Improvements", respectively, and collectively, the "Authorized Improvements"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the Council finds and determines that (i) the Assessment Rolls and the Trails at Cottonwood Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan"), attached hereto as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved, and (ii) the Assessments should be levied as provided in this Ordinance and in the Service and Assessment Plan, including the Assessment Rolls attached thereto as Appendix H and Appendix I; and

**WHEREAS**, the Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Rolls or the levy of the Assessments; and

**WHEREAS**, the Council closed the Assessment Hearing, and, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

**WHEREAS**, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

**SECTION 1. TERMS.** Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

**SECTION 2. FINDINGS.** The Council hereby finds, determines and ordains, as follows:

- a. The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the Council acting in its discretionary, legislative capacity.
- b. All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance (i) have been taken and performed in

compliance with the Act and all other applicable laws, policies and procedures;  
(ii) have been taken and performed in a regular, proper and valid manner; and  
(iii) are approved and ratified.

- c. The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Neighborhood Improvement Area #2 Improvements and the Neighborhood Improvement Area #3 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses pursuant to the Service and Assessment Plan, is fair and reasonable, reflects an accurate presentation of the special benefit each Assessed Property will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved.
- d. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements.
- e. The Service and Assessment Plan apportions the costs of the (i) Neighborhood Improvement Area #2 Improvements to be assessed against the Neighborhood Improvement Area #2 Assessed Property and (ii) Neighborhood Improvement Area #3 Improvements to be assessed against the Neighborhood Improvement Area #3 Assessed Property, and such apportionment is made on the basis of special benefits accruing to such property because of the Neighborhood Improvement Area #2 Improvements and the Neighborhood Improvement Area #3 Improvements, respectively.
- f. All of the Neighborhood Improvement Area #2 Assessed Property being assessed in the amounts shown on the Neighborhood Improvement Area #2 Assessment Roll will be benefitted by the Neighborhood Improvement Area #2 Improvements as described in the Service and Assessment Plan, and each assessed Parcel of Neighborhood Improvement Area #2 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Neighborhood Improvement Area #2 Improvements.
- g. All of the Neighborhood Improvement Area #3 Assessed Property being assessed in the amounts shown on the Neighborhood Improvement Area #3 Assessment Roll will be benefitted by the Neighborhood Improvement Area #3 Improvements as described in the Service and Assessment Plan, and each assessed Parcel of Neighborhood Improvement Area #3 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Neighborhood Improvement Area #3 Improvements.
- h. The method of apportionment of the costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Administrative Expenses on property similarly benefitted, and results in a

reasonable classification and formula for the apportionment of the costs.

- i. The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the Council and shall be the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the Act.
- j. The Assessment Rolls should be approved as the assessment rolls for the Assessed Property.
- k. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on the Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within Neighborhood Improvement Areas #2-3.

**SECTION 3. SERVICE AND ASSESSMENT PLAN.** The Service and Assessment Plan is hereby accepted and approved as the service plan and the assessment plan for the District. The Service and Assessment Plan shall be updated by the Council no less frequently than annually as required by the Act and more frequently as may be required by the Service and Assessment Plan or as deemed necessary or appropriate by the City.

**SECTION 4. ASSESSMENT ROLLS.** The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment rolls for the Assessed Property for all purposes.

**SECTION 5. LEVY AND PAYMENT OF ASSESSMENTS FOR COSTS OF THE AUTHORIZED IMPROVEMENTS.**

- a. The Council hereby levies the Assessments on each Assessed Property, as shown and described in the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown in the Service and Assessment Plan, as a special assessment as set forth in the Assessment Rolls.
- b. The levy of the Assessments shall be effective on the date of adoption of this Ordinance and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the Act.
- c. Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in annual installments pursuant to the terms of the Service and

Assessment Plan.

- d. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- e. The Annual Installments shall be collected each year in the manner set forth in the Service and Assessment Plan.
- f. The Administrative Expenses for the Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

**SECTION 6. METHOD OF ASSESSMENT.** The method of apportioning the costs of the Authorized Improvements and Administrative Expenses is set forth in the Service and Assessment Plan.

**SECTION 7. PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS.**

Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**SECTION 8. PREPAYMENTS OF ASSESSMENTS.** As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

**SECTION 9. LIEN PRIORITY.** The Council and the owners of the Assessed Property intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessments and Annual Installments, to constitute covenants that shall run with the land. The Assessments and the Annual Installments which are levied hereby shall be binding upon the owners of the Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

**SECTION 10. APPLICABILITY OF TAX CODE.** To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or any other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

**SECTION 11. FILING IN LAND RECORDS.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan, to be recorded in the real property records of Dallas and Rockwall, Texas, on or before May 12, 2026. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the Council, with each such filing to occur within seven (7) days of the date

each respective Annual Service Plan Update is approved.

**SECTION 12. SEVERABILITY.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**SECTION 13. EFFECTIVE DATE.** This Ordinance shall take effect, and the levy of the Assessments and the provisions and terms of the Service and Assessment Plan, shall be and become effective upon the adoption hereof.

**Attachments**

- 1. Exhibit A – Trails at Cottonwood Creek Public Improvement District Service and Assessment Plan

**Exhibit A**

Trails at Cottonwood Creek Public Improvement District Service and Assessment Plan



**City of Rowlett  
City Council Agenda Item**

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.B.

**Title**

Consider action to adopt an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects)" and approving various documents related to such bonds.


**Staff Representative**

Michael Kuhn, Treasurer & Debt Mgr.

**Executive Summary**

The purpose of this agenda item is for the Council to consider adopting an ordinance approving the issuance and sale of the City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects) for the project known as the Trails at Cottonwood Creek.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.3 Invest in enjoyable places of lasting value and distinctive character.</p>

**Background Information**

The Trails at Cottonwood Creek Public Improvement District (PID), situated northeast of the intersection of Vinson Road and Stonewall Road, was established by the City Council in March 2020. A development agreement was adopted in July 2020, setting the parameters of the PID. The development agreement was further amended in March 2025 and April 2026. In May 2021, the City issued two series of PID bonds: Major Improvement Area Bonds (\$5,065,000 par) and NIA #1 Bonds (\$2,543,000 par) for the Trails at Cottonwood Creek PID to fund infrastructure costs for Phase #1 of the development. The below list provides a comprehensive overview of the actions taken in conjunction with the development:

1. October 8, 2019: City Council adopted ORD-030-19 amending the Planned Development District enabling the development of a 765-lot neighborhood to be

- called the Trails at Cottonwood Creek. The amendments adjusted the sizes of various dwelling unit types and standards related to glare and illumination.
2. October 15, 2019: City Council approved a facilities agreement in the amount of \$1,053,405 for the installation and construction of off-site wastewater infrastructure to serve the subject property with the adoption of RES-122-19.
  3. March 17, 2020: City Council approved RES-032-20 creating the Trails at Cottonwood Creek Public Improvement District with a PID dissolution agreement to be held in trust by the City Attorney should a development agreement not be executed by July 7, 2020.
  4. July 7, 2020: City Council approved the development agreement with the adoption of RES-082-20. The agreement set the maximum funding amount to be generated by the PID bond issuance, the maximum tax assessment rate, the improvements allowed to be constructed and financed by the PID bonds, the required disclosures of the PID assessment for potential home buyers, and the specific enhancements constituting the special benefits conferred upon the development resulting in an increased assessed value. Among those enhancements are hike and bike trails connecting the open spaces in the development that are not included on the City's trail plans or required by the Form-Based Code, additional pedestrian corridors providing separation for pedestrians from streets in specific areas, pocket parks with one or more special amenities, a Green irrigation system to harvest rainwater and use natural features for stormwater management and landscape irrigation, and upgraded and more natural screening and landscaping along the site perimeter. Also, the development agreement set out the parameters of an EMS/Fire Station to be constructed with funds set aside by the developer.
  5. April 20, 2021: Adoption of Resolution 053-21 accepting and approving a preliminary Service and Assessment Plan and assessment rolls and calling a public hearing on the levy of special assessments against property in the District.
  6. May 18, 2021: Approved Resolution 065-21 approving a development agreement with Trail Creek Partners, L.P., regarding the construction of an EMS/Fire Facility and the dedication of a 1.5-acre tract of land within the development.
  7. May 18, 2021: Adopted Ordinance 023-21 accepting and approving a service and assessment plan and assessment rolls for the Trails at Cottonwood Creek Public Improvement District, levying special assessments against certain property in the District.
  8. May 18, 2021: Adopted Ordinance 024-21 approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2021 (Trails at Cottonwood Creek Public Improvement District Major Improvement Area Project)" in the principal amount of \$5,065,000.
  9. May 18, 2021: Adopted Ordinance 025-21 approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2021 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Area #1 Project)" in the principal amount of \$2,543,000.
  10. March 18, 2025: Adopted a resolution authorizing the City Manager to execute a first amendment to the development agreement with Trail Creek Partners, LTD.
  11. April 21, 2026: Adoption of Resolution 26-04-33R accepting and approving a

preliminary Service and Assessment Plan and assessment rolls and calling a public hearing on the levy of special assessments against property in the District and approving a second amendment to the development agreement with Trail Creek Partners, LTD.

## **Discussion**

Municipalities are authorized, by Chapter 372 of the Texas Local Government Code, to establish public improvement districts (PIDs) to facilitate the installation and construction of on-site infrastructure and amenities to enable development. The PID is funded through the issuance of bonds. These bonds are then repaid by homeowners through an annual assessment over the life of the bonds. A PID is authorized to reimburse and/or pay for the following public improvement costs benefiting the lots within the PID:

- Design, acquisition, construction, and improvement of road, street and drainage improvements,
- Projects similar to those listed above that are authorized by the PID Act, including offsite projects that provide a benefit to the property within the PID,
- Costs associated with developing and financing the public improvements described above, and
- Costs of establishing, administering, and operating the PID.

The PID Assessment is per residential lot and is based on the benefit received from the public improvement costs paid by the PID. The principal amount of the PID Assessment is paid in annual installments along with interest and administrative costs. PIDs are accompanied with a Service and Assessment Plan (SAP). This document details all the public improvements needed, funding sources, the amount and allocation of assessment levy as well as the amount and timing of the assessment revenue debt issuance. The PID Act requires the service plan to cover a period of at least five years and defines the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period.

The total assessment levy and lien on the property originally projected in the Development Agreement totaled \$11,000,000. In March 2025, the Development Agreement was amended to allow the total assessment levy and lien to not exceed \$20,000,000. The total assessment levy is constrained by two different metrics: i) a taxable equivalent rate of \$0.324 per hundred dollars of assessed value and ii) a value-to-lien ratio of 3:1. The 2025 amendment additionally increased funding for a future fire station from \$850,000 to \$2,100,000 with a build option, and restructuring the parks/trails/amenity obligations so the HOA takes ownership and maintenance while reducing duplicate trails and sidewalks. A second amendment to the Development Agreement was approved on April 21st, 2026 to accomplish two objectives: i) adjust the maximum tenor allowed so that the proposed special assessment revenue bond issuance and a future issuance can utilize a 30-year final maturity and ii) update

language to provide clarity around the timing of the fire station funding to the next phase of the development.

The proposed issuance for funding Neighborhood Improvement Area #2 and #3 is estimated to be \$6,538,000. Estimated funding for Neighborhood Area #2-3 improvements is provided more detail in Table IV-C below:

<b>Table IV-C: Neighborhood Improvement Areas #2-3 Bonds</b>		
<b>Sources and Uses of Funds (f)</b>		
<b>Sources of Funds</b>		
Gross Bond Amount	\$	6,538,000
NIA #2 Developer Contribution (a)		12,890,955
NIA #3 Developer Contribution (a)		6,053,472
	\$	<b>25,482,427</b>
<b>Uses of Funds</b>		
Project Fund Deposits:		
NIA #2 Authorized Improvements (b)	\$	16,370,760
NIA #3 Authorized Improvements (b)		7,684,172
Total Authorized Improvements	\$	<b>24,054,932</b>
Other Fund Deposits:		
Dept Service Reserve Fund (c)	\$	468,590
Capitalized Interest (d)		179,795
	\$	<b>648,385</b>
Cost of Issuance	\$	<b>582,970</b>
Underwriter's Discount/Underwriter's Counsel (e)	\$	196,140
	\$	<b>25,482,427</b>

- (a) Owners will fund all costs not covered by the PID Bonds.
- (b) See Table III-C and Table III-D for details.
- (c) The PID Bonds will include a dept service reserve fund calculated in accordance with the IRS rules.
- (d) The PID Bonds will fund capitalized interest through September 15, 2026.
- (e) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.
- (f) Estimated as of 4/23/2026; bond issuance amount will adjust based on the pricing results of the bonds on 5/5/2026

The below tables indicate the estimated Special Assessment, Annual Installment and Equivalent Tax Rate Assessment for each lot size.

Neighborhood Improvement Area #2							
Special Assessment Allocation (includes MIA Allocation)							
Lot Size	Units	Estimated Build Out Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
50' Lot	7	\$ 4,550,000	\$ 175,566	\$ 14,767.76	\$ 25,080.79	\$ 2,109.68	\$ 0.32
40' Lot	159	\$ 87,450,000	\$ 3,442,068	\$ 289,174.89	\$ 21,648.23	\$ 1,818.71	\$ 0.33
TH	40	\$ 18,800,000	\$ 748,703	\$ 62,854.40	\$ 18,717.57	\$ 1,571.36	\$ 0.33
60' Lot	87	\$ 65,250,000	\$ 2,552,936	\$ 214,557.66	\$ 29,344.09	\$ 2,466.18	\$ 0.33
<b>Total</b>	<b>293</b>	<b>\$ 176,050,000</b>	<b>\$ 6,919,273</b>	<b>\$ 581,354.71</b>			

Note: Estimates Based on information available as of 4/23/26. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 5.50% interest rate and a 30-year term for the Neighborhood Improvement Area #2-3 PID Bonds and annual administrative expenses of \$90,000 increasing at 2% per year.

Neighborhood Improvement Area #3							
Special Assessment Allocation (includes MIA Allocation)							
Lot Size	Units	Estimated Build Out Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
40' Lot	178	\$ 97,900,000	\$ 3,516,570	\$ 314,416	\$ 19,756.01	\$ 1,766.38	\$ 0.32
<b>Total</b>	<b>178</b>	<b>\$ 97,900,000</b>	<b>\$ 3,516,570</b>	<b>\$ 314,416</b>			

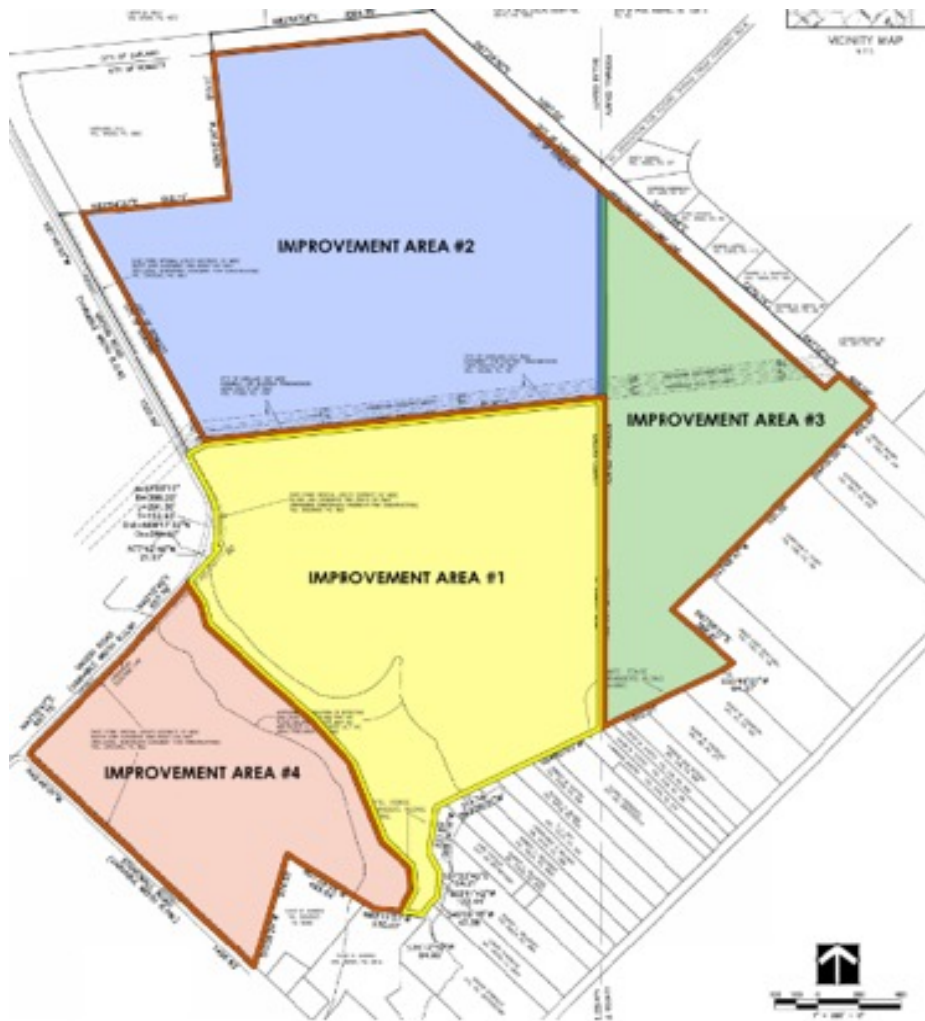
\*Note identical to Neighborhood Improvement Area #2 Table.

The estimated Ad Valorem Tax and Tax Equivalent Assessment Rate for each lot size is illustrated below.

<u>Property Tax Rates and Assessment Levies</u>	Tax Rate	Townhomes (\$470,000)	40' Lots (\$550,000)	50' Lots (\$650,000)	60' Lots (\$750,000)
Dallas County	\$0.2155	\$1,013	\$1,381	\$1,632	\$1,883
Dallas County Hospital District (Parkland)	\$0.2120	\$996	\$1,166	\$1,378	\$1,590
Dallas County Community College	\$0.1066	\$501	\$586	\$693	\$799
Garland ISD	\$1.1709	\$5,503	\$6,440	\$7,611	\$8,782
<b>Subtotal</b>	<b>\$1.7050</b>	<b>\$8,013</b>	<b>\$9,573</b>	<b>\$11,314</b>	<b>\$13,054</b>
City of Rowlett	\$0.8079	\$3,797	\$4,443	\$5,251	\$6,059
<b>Property Tax Rate</b>	<b>\$2.5129</b>	<b>\$11,810</b>	<b>\$14,016</b>	<b>\$16,565</b>	<b>\$19,113</b>
The Trails at Cottonwood Creek <sup>(1)</sup>	\$0.33	\$1,549	\$1,813	\$2,142	\$2,472
<b>Total Property Tax and Tax Rate Equivalent</b>	<b>\$2.8432</b>	<b>\$13,359</b>	<b>\$15,829</b>	<b>\$18,707</b>	<b>\$21,585</b>

(1) Includes existing MITRE. Represents average of all four Lot types

The illustration below reflects the bond phasing plan for the development.



**Financial/Budget Implications**

The Trails at Cottonwood Creek will add approximately \$400 million of Taxable Assessed Value to the City (NIA #1-4) which, based on the current ad valorem tax rate, will generate an estimated \$3.3 million of incremental ad valorem tax revenues upon build out.

	Lots	Average Lot Price <sup>(1)</sup>	Average Completed Home Value <sup>(1)</sup>	Buildout Value	
				(\$)	(%)
Townhomes	67	\$55,000	\$300,000	\$20,100,000	5.03%
40' Lots	55	\$65,000	\$340,000	\$18,700,000	4.68%
50' Lots	72	\$75,000	\$380,000	\$27,360,000	6.84%
<b>Total NIA 1</b>	<b>194</b>			<b>\$66,160,000</b>	<b>16.55%</b>
Townhomes	40	\$84,000	\$470,000	\$18,800,000	4.70%
40' Lots	159	\$95,200	\$550,000	\$87,450,000	21.88%
50' Lots	7	\$115,500	\$650,000	\$4,550,000	1.14%
60' Lots	87	\$134,400	\$750,000	\$65,250,000	16.32%
<b>Total NIA 2</b>	<b>293</b>			<b>\$176,050,000</b>	<b>44.04%</b>
40' Lots	178	\$94,000	\$550,000	\$97,900,000	24.49%
<b>total NIA 3</b>	<b>178</b>			<b>\$97,900,000</b>	<b>24.49%</b>
40' Lots	77		\$550,000	\$42,350,000	10.60%
60' Lots	23		\$750,000	\$17,250,000	4.32%
<b>total NIA 4</b>	<b>100</b>			<b>\$59,600,000</b>	<b>14.91%</b>
<b>Grand Total</b>	<b>765</b>			<b>\$399,710,000</b>	<b>100.00%</b>

1) Source: 2026 Preliminary Limited Offering Memorandum

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

The City will manage the annual administration and reporting. Costs associated with handling this administrative role are reimbursable expenses to the City as part of the PID.

### Recommended Action

Move to adopt an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Projects)" and approving various documents related to such bonds.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE ISSUANCE OF THE "CITY OF ROWLETT, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (TRAILS AT COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #2-3 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT**

**AND A FUNDING AGREEMENT; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Rowlett, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Trails at Cottonwood Creek Public Improvement District" (the "District"); and

**WHEREAS**, the City Secretary (i) published notice of a public hearing (the "Assessment Hearing") to consider an ordinance levying assessments (the "Neighborhood Improvement Areas #2-3 Assessments") on certain benefitted property within Neighborhood Improvement Areas #2-3 of the District (the "Neighborhood Improvement Areas #2-3 Assessed Property") in *The Dallas Morning News*, a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the PID Act, and (ii) mailed notice of the Assessment Hearing to the last known address of the owners of the property liable for the Neighborhood Improvement Areas #2-3 Assessments, pursuant to Section 372.016(c) of the PID Act; and

**WHEREAS**, on May 5, 2026, the City Council of the City (the "Council") held the Assessment Hearing regarding the levy of the Neighborhood Improvement Areas #2-3 Assessments against the Neighborhood Improvement Areas #2-3 Assessed Property, and on such date, the Council adopted an ordinance levying the Neighborhood Improvement Areas #2-3 Assessments against the Neighborhood Improvement Areas #2-3 Assessed Property (the "Assessment Ordinance"); and

**WHEREAS**, in the Assessment Ordinance, the Council approved and accepted The Trails at Cottonwood Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") and levied the Neighborhood Improvement Areas #2-3 Assessments against the Neighborhood Improvement Areas #2-3 Assessed Property; and

**WHEREAS**, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2026 (Trails at Cottonwood Creek Public Improvement District Neighborhood Improvement Areas #2-3 Project)" (the "Bonds"), such Bonds to be payable from and secured by the Trust Estate; and

**WHEREAS**, the City Council is authorized by the PID Act to issue revenue bonds payable from the Trust Estate for the purpose of (i) paying a portion of the Neighborhood Improvement Areas #2-3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of Administrative Expenses, and (iii) paying Bond Issuance Costs; and

**WHEREAS**, the Council has found and determined to approve (i) the issuance of the Bonds for the purposes described herein, (ii) the form, terms and provisions of the

Indenture (defined below) securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), (v) a Continuing Disclosure Agreement (defined below), and (vi) a Funding Agreement (defined below); and

**WHEREAS**, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

**SECTION 1. FINDINGS.** The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture.

**SECTION 2. APPROVAL OF ISSUANCE OF BONDS AND INDENTURE OF TRUST.**

(a) The issuance of the Bonds in the principal amount of \$ [REDACTED] for the purpose of (i) paying a portion of the Neighborhood Improvement Areas #2-3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of Administrative Expenses, and (iii) paying Bond Issuance Costs, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of May 15, 2026, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the purposes and intent of this Ordinance and as approved by an Authorized Official (defined below), such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Authorized Officials, individually but not jointly, are hereby authorized and directed to execute the Indenture, and the City Secretary is hereby authorized and directed to attest the signature of such Authorized Official.

(c) The Bonds shall (i) be dated, (ii) mature on the date or dates and in the principal amount or amounts, (iii) bear interest, (iv) be subject to redemption and (v) have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Trust Estate and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

**SECTION 3. SALE OF BONDS; APPROVAL OF BOND PURCHASE AGREEMENT.**

The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase

Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved, and the Authorized Officials, individually but not jointly, are hereby authorized and directed to execute and deliver the Purchase Agreement.

**SECTION 4. LIMITED OFFERING MEMORANDUM.** The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Limited Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the City Manager or Finance Director of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum by the Underwriter in the offering of the Bonds is hereby ratified, approved and confirmed. The City deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to (i) the Neighborhood Improvement Areas #2-3 Projects, (ii) the Managing Developer, or its financial ability, (iii) the Neighborhood Improvement Area #2 Developer, or its financial ability, (iv) the Neighborhood Improvement Area #3 Developer, or its financial ability, (v) any builders or landowners or (vi) the appraisal of the property in the District.

**SECTION 5. CONTINUING DISCLOSURE AGREEMENT.** The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") among the City, Muncip, Inc. and Wilmington Trust, National Association, is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Authorized Officials, individually but not jointly, are hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purposes and intent of this Ordinance and approved by an Authorized Official, such approval to be evidenced by the execution thereof.

**SECTION 6. FUNDING AGREEMENT.** The Construction, Funding and Acquisition Agreement (the "Funding Agreement") between the City and the Managing Developer,

is hereby authorized and approved in substantially final form attached hereto as **Exhibit D** and incorporated herein as a part hereof for all purposes, and the Authorized Officials, individually but not jointly, are hereby authorized and directed to execute and deliver such Funding Agreement with such changes as may be required to carry out the purposes and intent of this Ordinance and approved by an Authorized Official, such approval to be evidenced by the execution thereof.

**SECTION 7. ADDITIONAL ACTIONS.** The Mayor, the Mayor Pro Tem, the City Manager, the Finance Director and the City Secretary (individually, an "Authorized Official", and collectively, the "Authorized Officials"), individually or jointly, are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Authorized Officials are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

**SECTION 8. SEVERABILITY.** If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 9. EFFECTIVE DATE.** This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

**Attachments**

- 1. Exhibit A – Indenture of Trust
- 2. Exhibit B – Bond Purchase Agreement
- 3. Exhibit C – Continuing Disclosure Agreement
- 4. Exhibit D – Funding Agreement
- 5. Attachment 1 – Preliminary Limited Offering Memorandum

**Exhibit A**

Indenture of Trust

**Exhibit B**

Bond Purchase Agreement

**Exhibit C**

Continuing Disclosure Agreement

**Exhibit D**

Funding Agreement

**Attachment 1**

Preliminary Limited Offering Memorandum

<http://www.munios.com/e/C3WAO/GNqM062>

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.C.

**Title**

Consider action to adopt a resolution establishing a Public Art Policy.


**Staff Representative**

Laura Tschoerner, Library Director

**Executive Summary**

This agenda item is to consider approval of a Public Art Policy to assist the Arts and Humanities Commission with the further development of public art in the City of Rowlett.

**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.</p>

**Background Information**

Since the Arts and Humanities Commission first presented the public art concept in 2015, the City of Rowlett has built a meaningful collection of public art. Supported by consistent Council funding since FY2016—now totaling \$127,528—the City has successfully installed landmark pieces including *Spirit of Rowlett* and *The Best of Us Are Taken by Surprise*. The collection has grown further through generous private donations like *Sparkle* and *Steady*, and installations such as *Responder*, *Synergy* and *Through the Darkest Valley, Goodness and Mercy Will Follow*. While these individual successes demonstrate the value of public art, the Commission currently lacks a formalized policy to guide future growth. Establishing a clear framework will move the program from a project-by-project basis to a strategic, sustainable vision for the City.

**Discussion**

To guide a more strategic approach to public art in Rowlett, staff created a draft Public Art Policy and presented it to the Arts and Humanities Commission. The policy outlines the program’s vision, purpose, and scope. It describes types of public art projects, the steps required to acquire new art, and how donations, maintenance, and removal of

artwork will be handled.

The policy explains that new public art projects begin with a proposal from City staff, the Arts and Humanities Commission, or a resident who approaches the Arts and Humanities Commission. Each proposal should include a description of the artwork and location, project goals, budget, timeline, key stakeholders, and expected maintenance needs. Each project will be assigned a Project Manager who will assemble an Artist Selection Panel. Depending on the project, the City may use open calls, invitational competitions, or direct purchases to select an artist. The Panel reviews submissions and makes a recommendation to the Arts and Humanities Commission, which then seeks final approval from City Council. After approval, the Project Manager facilitates the production contract. Some projects, such as temporary installations, sidewalk art, trail and park wayfinding signs, pole banners, and decorative utility box wraps, are exempt from this process.

The policy also incorporates a simplified version of Resolution RES-049-17, establishing the City’s formal process for accepting art donations and removing artwork. All donated pieces must be approved through the Arts and Humanities Commission to become City property. Artwork may be removed only after an impartial review determines it is irreparably damaged, too costly to maintain, or no longer suitable for its site. If removal is approved, options include an artist buy-back, public auction, or, if necessary, responsible disposal.

**Financial/Budget Implications**

None at this time

**Recommended Action**

Approve adoption of the resolution establishing the Public Art Policy presented and discussed at the City Council Work Session on April 20, 2026.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS ESTABLISHING A PUBLIC ART POLICY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, public art enhances public spaces, giving character to neighborhoods and business districts, and provides opportunities for people to experience visual art; and

**WHEREAS**, incorporation of artwork into public venues and on public property promotes the public interest and general welfare, and improves the quality of life for people living, working and visiting the city; and

**WHEREAS**, exposure to public artwork increases the understanding, enjoyment and experience of the City among people living, working and visiting the City and creates a unique sense of place; and

**WHEREAS**, the City Council of the City of Rowlett, Texas finds it is in the public interest and serves the general welfare to adopt policies and procedures regarding the selection, acquisition, and placement of public artwork in the City of Rowlett;

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

**SECTION 1.** The Public Art Policy attached hereto and incorporated herein by this reference as **Exhibit "A,"** is hereby adopted as the official policy of the City of Rowlett, Texas.

**SECTION 2.** All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed, including without limitation Resolution No. RES-049-17, which is hereby repealed in its entirety.

**SECTION 3.** This resolution shall be effective immediately upon approval.

#### **Attachments**

1. Exhibit A - Public Art Policy

# CITY OF ROWLETT PUBLIC ART POLICY

## 1. Vision

To coalesce art into the City of Rowlett's public spaces, creating a vibrant environment that revitalizes our community and fosters a deep sense of place. We strive to transform the public realm into a catalyst that not only inspires civic pride and creativity but also drives economic growth, celebrates our cultural heritage, and promotes active public engagement.

## 2. Purpose

The City of Rowlett's public art program seeks to build an art collection that engages artists and the community, supports local creativity, enhances public spaces and neighborhood identity, promotes cultural tourism and economic growth, fosters appreciation and dialogue around art, and creates a lasting cultural legacy for future generations.

## 3. Public Art Defined / Policy Scope

Public Art consists of artworks or installations created by individual artists, groups of artists, or collaborations between artists and design professionals for public spaces or purposes. These works are conceived specifically for a public context and, through a community-engaged process, aim to enhance or meaningfully influence the character and experience of that space.

### 3.1 Public Art - Publicly/Private Funded or located on Public Property

This process applies to artworks that are purchased or commissioned with City funds installed on public property. It does not apply to the temporary display of artworks not owned by the City.

### 3.2 Excluded Public Art - Privately Funded and located on Private Property

The City of Rowlett supports and encourages private developers' commitment to public art. Private businesses and property owners who contribute to the community's visual and cultural landscape are valued partners in enhancing the City's character. While the City welcomes these contributions, it has limited authority over the content of privately funded artwork installed on private property, except as governed by neutral and uniformly applied regulations such as obscenity laws and sign ordinances.

## 4. Project Development and Public Art Project Types

The Rowlett Public Art process coordinates the following related types of public art projects:

### Capital:

Projects where public art is intentionally incorporated into new infrastructure projects.

### Neighborhood:

Projects in which public art is created specifically to highlight, celebrate, or commemorate a neighborhood or community.

### Signature:

Projects with a citywide focus

**Development:**

Projects that are part of a public/private development or revitalization project

**Parks And Recreation Assets:**

Projects offering tactile experiences, inviting interaction or participation, establishing resting places or focal points, or responding to natural elements or landscape features of site.

The City has the responsibility to identify a Project Manager to evaluate the operational appropriateness of each Project Proposal and, if approved, manage the Public Art Workflow.

## **5. Project Proposal**

The Project Proposal details the work involved with the project and helps establish buy-in for the project before the commissioning process begins. All public art proposals must have a City of Rowlett sponsoring department.

The Project Proposal includes:

- Description of the project's location
- Information regarding the proposed setting
- Project goals and how project relates to the overall vision for public art in Rowlett
- Projected budget and funding sources
- Schedule outline
- Project stakeholders
- Anticipated conservation and maintenance needs

## **6. Artist Selection Panel**

For each project, an Artist Selection Panel is formed to recommend the selection of an artist or artwork.

The Artist Selection Panel is responsible for:

- Reviewing artist qualifications and proposals, and interviewing artists
- Reviewing community feedback on proposals (if applicable)
- Making final recommendations to the Rowlett Arts and Humanities Commission (“AHC”)

The composition of each Artist Selection Panel will depend on the nature of and site of installation and will be composed of Artist Selection Pool members with knowledge of the medium in question and others as identified below. Artist Selection Panels should be limited to a total of five members as follows:

- A representative of the Sponsoring Department,
- A member of the Rowlett AHC,
- Individuals from the Artist Selection Pool established by the AHC consisting of:

- arts professionals, artists, architects (building or landscape), interior designers, graphic designers, urban design and planning professionals.
- An additional panelist or two may be added as representatives from community if the placement is specific to an HOA, development, or neighborhood park.

## 7. City of Rowlett Public Art Workflow

1. Project Proposal may be generated by:
  - 1.1 The AHC based on their own initiative or in response to a request from an external entity
  - 1.2 The City
2. Project Proposals are submitted to the appropriate Project Manager
3. The City accepts or rejects the Project Proposal
4. If the Project is accepted, then the Project Manager assembles the Artist Selection Panel
5. Artist Selection Panel reviews Proposals and provides input for “Call for Artists” or “Call for Entries” (RFP/RFQ)
6. “Call” is finalized, and the City publishes and distributes
7. Artist Selection Panel reviews submissions and selects finalist(s)
8. The AHC reviews Panel recommendations and recommends an Artist and final Proposal to the City Council
9. The City Council considers the recommended Artist and Proposal
10. If approved by the City Council, then Project Manager administers the contract with Artist
11. Artist fulfills contract – produces work

## 8. Artist Selection Approaches

The City of Rowlett engages in an artist selection process tailored to each project’s specific goals and requirements, maximizing the opportunity to identify the most suitable and qualified artist.

### 8.1 Open Competition

In an Open Competition, any artist may submit their qualifications or proposal, subject to the requirements established by the Artist Selection Panel. Requests for Qualifications (RFQs) and Requests for Proposals (RFPs) should provide sufficient detail to enable artists to portray the vision of the proposal and determine whether their work is appropriate for the community. This process encourages the broadest range of artistic possibilities for a site and provides opportunities for new, emerging, and previously unrecognized artists to participate.

### 8.2 Limited or Invitational Competition

In a Limited Competition, or Invitational process, a select group of pre-qualified artists is invited by the Artist Selection Panel to submit their qualifications and/or proposals. This approach is appropriate when the AHC seeks a focused pool of experienced artists, when project timelines are limited, or when the project’s specialized requirements restrict

eligibility to a small number of qualified candidates. Invited artists may be drawn from an established pre-qualified list.

### **8.3 Direct Selection**

On occasion, artists may be chosen directly by the Artist Selection Panel. Direct selection may be useful on projects where an urgent timeline, limited budget, or very specific project requirements exist. It is possible that this artist would come from a pre-qualified list.

### **8.4 Direct Purchase**

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must not be mass-produced. It is possible that this artwork would come from an artist on a pre-qualified list.

### **8.5 Artist Registry**

The Rowlett AHC is charged with the responsibility of developing a roster of artists eligible to participate in potential public art initiatives.

## **9. Criteria for Selection of Artists or Artworks**

- Artistic Excellence: Accepted artworks shall be original creations of exceptional quality and lasting value, reflecting artistic, social, and/or historical significance.
- Appropriateness to Site: Each artwork shall be evaluated for its relationship to the site, considering the social, cultural, historical, and physical context—whether existing or planned.
- Maintenance: Consideration shall be given to the artwork’s structural and material integrity, durability, and resistance to theft, vandalism, and weathering, as well as anticipated maintenance and repair requirements.
- Elements of Design: In addition to meeting aesthetic standards, public art should contribute to the visual environment by establishing focal points, enhancing or defining spaces, terminating vistas, or reinforcing community identity.
- Safety: Artworks must be designed and installed to ensure public safety and eliminate potential hazards.
- Artistic Diversity: The City of Rowlett’s Public Art Program seeks diversity in style, scale, media, and artistic representation.

## **10. Exemptions**

The City of Rowlett’s Public Art Process recognizes the importance of community engagement and beautification projects. The following public art initiatives and/or displays are exempt from this process.

- Repairs to existing Public Art
- Temporary engagement projects
- Decoration or beautification projects
- Sidewalk art that is temporary in nature

- Temporary street murals
- Light pole banners
- Wayfinding signs for trails and public parks
- Decorations or wraps not of a commercial nature on utility boxes or dumpsters
- Existing artwork on or in public property

## **11. Maintenance**

The City will be responsible for the maintenance and repair of Public Art.

## **12. Donations**

The City of Rowlett (herein "City") encourages donations and loans of works of art for public places or as art specifically created for art exhibitions. When gifts or donations of major artworks are proposed for placement with any City agency or department, the Proposal shall follow the process outlined in Section 7 hereof skipping steps 5 – 7 and moving directly to the review of the proposal by the AHC. This procedure shall also apply to works of art proposed for long-term loan to the City.

### **12.1 Requirements for accepted permanent donations by the City of Rowlett**

- The donation must include a sworn statement of no liens, claims or other encumbrances associated with the artwork and a written assignment conveying all rights, including copyrights and waiver of all rights under the Visual Artist's Rights Act of 1990 and its amendments.
- In general, gifts shall be accepted without restrictions as to future use or disposition.
- The proposal must include a conveyance of title to the City for permanent donations and identify an insurance value for donated artwork(s).

### **12.2 Requirements for accepted temporary donations by the City of Rowlett**

- The loan shall include an executed letter of intent for display of artwork between the donor and the City to specifically include the duration of the donation and the exit-plan associated with removal of the piece.
- Written instructions for the care, maintenance, preservation, and handling of the artwork during the period of display.

### **12.3 Exceptions to the review process**

- Conflict of interest - Gifts will be accepted by the City of Rowlett as a municipality. No individual within the City can accept gifts on behalf of the City. Consideration is given to the context in which the gift is offered to ensure that the gift is not being given to influence or reward City elected officials, employees, or citizen board members. In the event of a potential conflict of interest, the AHC shall seek City legal counsel.
- Gifts of State - Artwork presented to the City of Rowlett by foreign governments (municipal, state, or national) may be accepted by the Mayor or the City Manager on behalf of the City of Rowlett. Appropriate recognition and publicity shall be provided by and be the responsibility of the City.

### **13. Deaccessioning**

Deaccessioning is the formal process of removing artwork from the City of Rowlett's collection. This process acknowledges that, over time, there may be valid reasons for removing certain works.

Deaccession occurs only after a careful and impartial evaluation of the artwork within the context of the overall collection. At the outset, the City makes reasonable efforts to notify any living artist whose work is being considered for deaccession. Decisions regarding deaccession are made by the City Council with a recommendation from the AHC in accordance with these guidelines.

The AHC may, from time to time, determine that deaccessioning objects is necessary to strengthen or improve the collection. In all such cases, the AHC must act as a responsible steward, keeping in mind its role as trustee of the public collection.

Artworks are generally acquired for perpetuity and not with the expectation of removal. Works should be retained if they continue to serve the purposes of the AHC, contribute to the integrity of the collection, and can be properly stored, preserved, displayed, and utilized.

#### **13.1 Criteria for Deaccessioning**

Objects may be deaccessioned when conditions require or when such action would improve or refine the collection.

Reasons for deaccessioning may include but are not limited to situations where:

- The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
- The artwork's annual maintenance cost is deemed excessive.
- The artwork has been damaged beyond reasonable repair.
- The artwork requires extensive conservation or restoration that is cost prohibitive.
- The artwork is deemed inappropriate or requires removal because of new developments in the direction of the collection.
- The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.

#### **13.2 Procedure for Deaccessioning**

Deaccession of any object from the collection is based on a written recommendation of the Department Director housing the art. The recommendation must specify reasons for the deaccession. This recommendation is then presented to the AHC for a recommendation to the City Council.

### **14. Manner of Disposition**

The disposition of deaccessioned artwork shall be conducted in the best interest of the City of Rowlett and the public. Disposition may occur as follows:

- Sale: Unless the AHC determines an alternative method, artworks shall be sold, with the primary objective of achieving the best possible price. Sales may occur through public auction.
- Site-Specific Works: Artworks commissioned or accepted as site-specific may be decommissioned; that is, removed and destroyed, if relocation or sale is not appropriate. Site-specific works are created for a particular location and generally are not suitable for reinstallation elsewhere.
- Reinstallation: In rare instances, the City may authorize reinstallation of artwork if its integrity and original intent can be preserved. Reinstallation should occur, when possible, under the supervision or cooperation of the artist or the artist's estate. Didactic signage should be installed at the new site, explaining that the work has been re-sited and providing information about its original site, commission, and purpose.
- Transfer to Another Institution: Deaccessioned artworks may be placed with another institution where they can serve a purpose similar to that for which they were originally acquired.
- Right of First Refusal: For artworks created by a living artist or originally donated to the City, the artist and/or donor shall be offered the right of first refusal. In appropriate cases, exchanges may be considered.
- Restrictions on Purchasers: Except where mandatory donor restrictions apply, City employees, members of the AHC, and their immediate family members or household members, as well as entities under their control, may not purchase or otherwise receive deaccessioned artworks.

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.D.

**Title**

Consider action to adopt an ordinance amending Chapter 10 “Businesses”, by adding a new Article XIII “Donation Bins” to define donation bins, establish permit and applications requirements, provide for location restrictions, create revocation and appeal process, and provide for requirements for maintenance of donation bins; for providing for a repelling clause; providing for a severability clause; providing for a savings clause; and for a penalty not to exceed two thousand dollars (\$2,000.00); and for providing for an effective date.

**Staff Representative**

Andrew Espinoza, Asst. Director Community Director/Chief Building Official


**Executive Summary**

The City’s current Code of Ordinances does not specifically address or regulate donation bins. In contrast, several neighboring North Texas cities have adopted regulatory frameworks to better manage these facilities and mitigate issues such as illegal dumping, litter, and visual blight.

In recent years, the absence of local regulations has led to growing concerns, as unregulated donation bins have contributed to visual clutter, unauthorized dumping, graffiti, and potential neighborhood deterioration. These impacts have affected the appearance and overall quality of the community.

The purpose of this item is to adopt and implement a new ordinance establishing clear regulations for donation bins. If approved, these measures will provide a structured approach to oversight, helping to reduce negative impacts while promoting cleaner, safer, and more orderly community spaces.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.1 Value existing neighborhoods.            3.2 Sustain a community that is appealing to people at all stages of life.            3.3 Invest in enjoyable places of lasting value and distinctive character.</p>

**Background Information**

While donation bins are intended to support charitable causes through the collection of clothing and household items, they have presented ongoing enforcement challenges related to proper maintenance. These bins often become sites of overflowing donations and illegal dumping. In some instances, multiple bins from different organizations are clustered on a single property, resulting in visual clutter and contributing to neighborhood blight.

On Tuesday, January 20, 2026, a council work session briefing occurred to discuss and receive recommendations from council regarding the regulation of donation bins within the City. During the session, it was discussed that currently, the City’s Code of Ordinances does not include provisions governing the enforcement of donation bins. A draft ordinance was shared with council and included definitions, applicability, 30-day community educational outreach, permitting, impoundment, and appeal process.

**Discussion**

The Code of Ordinances would have to be amended to regulate and enforce these facilities. Specifically, Chapter 10 “Businesses,” by adding a new Article XIII titled Donation Bins. The proposed draft ordinance is being brought forward for City Council approval. The purpose of the ordinance will be to address ongoing concerns, mitigate illegal dumping, and ensure these bins do not cause a nuisance. The proposed ordinance is intended to capture the following key elements/regulations.

Definitions

*“Donation bin”* means any bin, container, building, trailer, or other receptacle equal to or larger than forty-five (45) cubic feet that is intended for use as a collection point for donated clothing, household materials, or other items of personal property. The term “donation bin” does not include any attended donation bins as that term is defined in this section.

*“Attended donation bin”* means any donation bin at which an individual human is located in, on, at, or within ten (10’) feet from the donation box to receive clothing, household materials, or other items of personal property from those who deliver those items to the donation bin at all times that the donation bin is made available to accept such donations.

*“Person”* means an individual, sole proprietorship, corporation, association, nonprofit corporation, partnership, joint venture, a limited liability company, estate, trust, public or private organization, or other legal entity.

Applicability

The requirements shall apply to all donation bins regardless of bins being placed prior to the effective date of these regulations and not be granted legal non-conforming status. The Department of Community Development will implement a 30-day outreach program to educate users and the community regarding this ordinance.

Permitting

A \$300.00 annual permit fee will be assessed for each bin placed on each property.

Prior to installing a donation bin, an application, permits, fee submittal, and decals will be required for each bin. These will be issued on an annual basis or prorated. Donation facilities will only be permitted on non-residentially zoned property within a parking lot, not violating any setbacks, access easements or compromising the minimum required parking spaces. Additionally, donation bins shall not be permitted within 200 feet from a residential zoning district, or a residential use.

Specifically, the following is proposed.

- a. The real property owner provides written authorization allowing placement of the donation bin on the property along with the required donation bin fee as set in the City’s Master Fee Schedule.
- b. The permit holder agrees to be responsible for collecting the contents of the donation bin on a schedule that prevents overflow and littering and in no event less frequently than once weekly.
- c. Only one donation bin may be permitted for placement on any one platted lot of record. In the case of a shopping center or office development that consists of multiple platted lots, the administrator shall treat the shopping center or office development as if it is only one contiguous lot.
- d. Bin placements shall not impede traffic, visibility, parking, drive approaches or streets and staging area shall be provided for persons dropping off items.
- e. Contact information of the permit holder shall be provided on the bin.
- f. Bins shall be weatherproof and shall be painted one solid color (no fluorescent colors).

Impoundment

Any donation bin that does not have a valid permit and decal or any permitted donation bin that has received more than two (2) notices of violation from the City in the past twelve (12) months shall be subject to impoundment by the City. A \$200.00 impoundment fee will be assessed for each bin that is removed by the City and a \$30.00 per day impoundment storage fee will be assessed for each bin.

Any donation bin impounded by the City will be released to the owner upon payment of

all actual costs incurred by the City for the impoundment and daily storage fees according to the Master Fee Schedule. If a donation bin is impounded for longer than ten (10) calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

Donation Bin Maintenance

Donation bin maintenance will be the responsibility of the property owner and permit holder. Service, upkeep, and servicing of the donation bin and cleaning up of any donations left on the property outside the donation bin shall be corrected by owner or permit holder within 48 hours of City notice.

Permit Revocation and Appeal Process

The Director shall deny or revoke a donation bin permit if they determine that the permit holder has violated any provision of this article as it may from time to time be amended. The Director shall implement an appeal process. The applicant may appeal the decision to deny or revoke by filing written notice with the City Manager within five (5) calendar days after receipt of notice.

Enforcement

In addition to any other remedies available t law or in equity which me available and upon conviction shall be punishable by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense and each day such offense occurs shall be considered a separate offense.

**Financial/Budget Implications**

Community Development staff performed a donation bin permit fee assessment of surrounding cities and the following fees were accepted and recommended.

<b>Donation Bin Annual Permit</b>	<b>Donation Bin Impound</b>	<b>Donation Bin Storage</b>
\$300/bin	\$200/bin	\$30/day/bin

A \$300.00 annual permit fee will be assessed for each bin placed on each property. A \$200.00 impoundment fee will be assessed for each bin that is removed by the City and a \$30.00 per day impoundment storage fee will be assessed for each bin.

If there is Council consensus to proceed with this ordinance, the Master Fee Schedule

would have to be amended to include the fees associated with permitting donation bins after adoption.

### **Recommended Action**

The governing body may take the following actions:

- Approve
- Approved with conditions
- Deny

See attached Ordinance.

### **Attachments**

1. Ordinance
2. Attachment 1 - Donation Bin Application
3. Attachment 2 - Donation Bin Permit Sticker Decal

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 10 “BUSINESSES,” BY ADDING A NEW ARTICLE XIII “DONATION BINS” TO DEFINE DONATION BINS, ESTABLISH PERMIT AND APPLICATIONS REQUIREMENTS, PROVIDE FOR LOCATION RESTRICTIONS, CREATE A REVOCATION AND APPEAL PROCESS, AND PROVIDE FOR REQUIREMENTS FOR MAINTENANCE OF DONATION BINS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett recognized the benefits of charitable donations and the convenience provided by donation bins; and

**WHEREAS**, donation bins located on public or private property can lead to debris, nuisance conditions, and public safety concerns; and

**WHEREAS**, the City Council finds it necessary to establish reasonable regulations governing the installation, maintenance, and operation of donation bins to protect the health, safety and welfare of the citizens of Rowlett, as authorized by the City’s home-rule powers and applicable state law;

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

**SECTION 1.** The City of Rowlett Code of Ordinances is amended by reserving sections 10-487 through 10-489 under Article XII “Vapor Stores” and by amending Chapter 10 “Businesses,” by adding a new Article XIII “Donation Bins,” to read as follows:

**“CHAPTER 10 - BUSINESSES**

...

**Article XIII – Donation Bins**

Sec. 10-490 – Definitions.

*“Attended donation bin”* means any donation bin at which an individual human is located in, on, at, or within ten (10’) feet from the donation box to receive clothing, household materials, or other items of personal property from those who delivery those items to the donation bin at all times that the donation bin is made available to accept such donations.

*“Director”* means the Director Community Development for the City of Rowlett or his/her designee.

*“Donation bin”* means any bin, container, building, trailer, or other receptacle equal to or larger than forty-five (45) cubic feet that is intended for use as a

collection point for donated clothing, household materials, or other items of personal property. The term “donation bin” does not include any attended donation bin as that term is defined in this section.

“*Person*” means an individual, sole proprietorship, corporation, association, nonprofit corporation, partnership, joint venture, a limited liability company, estate, trust, public or private organization, or any other legal entity.

Sec. 10-491 – Applicability.

The requirements of this Article shall apply to all donation bins regardless of whether said bins were placed prior to the effective date of these regulations. No previously placed donation bins shall be granted any legally non-conforming rights under this article or any other article of this Code of Ordinances. Only warning citations may be issued for the first thirty (30) days following the effective date of this article so that an educational effort by the City may be conducted to inform the public about the importance and requirements of this article.

Sec. 10-492 – Permit and Decal Required.

A. It shall be unlawful for any person to place or maintain, or allow to be placed or maintained, any donation bin within the city limits without having first secured and affixed to the donation bin a permit and decal in compliance with the provisions of this Article. Obtaining the permit shall be a condition precedent to placing or maintaining the donation bin.

B. It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the jurisdiction of the city to authorize or allow any donation bin to be placed on or remain on such real property without a valid permit decal in compliance with the provisions of this Article.

Sec. 10-493 – Permit and Decal Prerequisites and Application Process.

A. Annual Permit and Decal Prerequisites

An annual permit and decal to allow a donation bin to be placed, used, and/or maintained on designated public or private real property within the city shall be issued by the City only after inspection and verification that all the following conditions are satisfied:

- (1) The real property owner provides written authorization, with the signature notarized, allowing placement of the donation bin on the property along with the required donation bin fee as set in the City’s Master Fee Schedule.
- (2) The permit holder agrees to be responsible for collecting the contents of the donation bin on a schedule that prevent overflow and littering and in no event less frequently than once weekly.

- (3) No more than one (1) donation bin may be permitted for placement on any one platted lot. In the case of a shopping center or office development that consists of multiple platted lots, the administrator shall treat the shopping center or office development as if it is only one contiguous lot.
- (4) The base area of a donation bin shall not exceed twenty-five (25) square feet in size.
- (5) Each donation bin shall clearly indicate in writing on the side of each bin that all donations must fit into and be placed within the donation bin.
- (6) The permit holder placing or maintaining the donation bin shall display current contact information including street address and phone number on the donation bin. Said information must be readable and clearly visible to the public.
- (7) Each donation bin shall be constructed from a sturdy, weather-resistant material.
- (8) Each donation bin shall be painted one solid color. No fluorescent colors shall be used for the donation bin or associated signage.

B. Annual Permit and Decal Application Process.

- (1) Applicants for permits and decals under this chapter shall file a written, sworn application with the City along with the required donation box application fee as set in the City's Master Fee Schedule. The application shall include the written, notarized authorization of the property owner allowing the donation bin on the property.
- (2) A separate permit and application shall be required for each donation bin regardless of ownership. Permits issued under the provisions of this article shall be valid only at the address stated on the permit.
- (3) An annual permit fee for each donation bin, as established in the City's Master Fee Schedule, shall be required. All permits shall expire on December 31 of each calendar year regardless of the date of issuance; provided, however, that the fee for each permit shall be prorated for each month for which the permit is issued.
- (4) Any person denied a permit shall have the right to appeal such action.

Sec. 10-494 - Location restrictions.

- A. Donation bins shall only be permitted to be placed on real property on which a parking lot is maintained by a business that is in operation on that lot. Only one donation bin will be allowed on a shared parking lot. The donation bin shall not be located in a required building setback, buffer yard, access easement, drainage easement, floodplain, driveway, utility easement, or fire lane.
- B. The placement of the donation bin shall not impede traffic nor visually impair any motor vehicle operation within a parking lot, driveway, or street.
- C. At least one stacking or parking space shall be required for use of persons accessing the donation bin.
- D. A donation bin may not block, use, or occupy any of the number of parking spaces required by the primary use structure(s).
- E. No donation bin shall be permitted to be placed or remain placed within two hundred (200) feet from a residential zoning district, or a residential use. The distance shall be measured from the donation bin to the lot line of the residential use or residentially zoned property.

Sec. 10-495 - Impoundment of donation bins.

Any donation bin located within the city that does not have a current, valid permit and decal or any permitted donation bin that has received more than two notices of violation from the City in the past twelve (12) months shall be subject to impoundment by the City. Any donation bin impounded by the City will be released to the owner upon payment of all actual costs incurred by the City for the impoundment and daily storage fees according to the Master Fee Schedule. If a donation bin is impounded for longer than ten (10) calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

Sec. 10-496 – Donation bin maintenance.

- (1) The permit holder and the property owner shall be held jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the donation bin and clean up and removal of any donations left on the property outside of the donation bin. Any maintenance, service, or cleanup associated with a donation bin shall be completed within forty-eight (48) hours of notification by the city.
- (2) The City shall have the authority to abate any property in violation of this chapter that is deemed a public nuisance under any other provisions of this

code.

- (3) The visual and structural integrity of the donation bin must be maintained continuously.
- (4) The donation bin shall only be used for the solicitation and collection of clothing and household materials. All donation materials must fit into and be placed inside the donation bin. The collection or storage of any materials outside the container is strictly prohibited.
- (5) The donation bin shall be continuously maintained in compliance with all requirements imposed by Article, as it may from time to time be amended.

Sec. 10-497 - Revocation of permit.

The Director shall deny or revoke a donation bin permit if the s/he determines that the permit holder has:

- (1) Given false or inaccurate information on the application for a donation bin permit or in a hearing concerning the donation bin permit; or
- (2) Violated any provision of this article as it may from time to time be amended.

Sect. 10-498 - Appeal from denial or revocation of permit.

If the Director denies or revokes a donation bin permit, the City shall give notice by personal service or by certified mail, return receipt requested, to the applicant or permit holder at the address provided on the application. The applicant or permit holder may appeal the decision to deny or revoke by filing written notice with the City Manager within five (5) calendar days after receipt of notice. The City Manager or his/her designee shall mail, or cause to be personally delivered, written notice of the time and place of the appeal hearing to the person appealing. The notice shall be mailed to the address specified in the notice of appeal form or, if no mailing address is specified, to the address provided on the application. The City Manager or his/her designee shall conduct an appeal hearing and shall render a decision based on a preponderance of the evidence presented at the hearing. The decision of the City Manager or his/her designee shall be final.

Sec. 10-499 – Enforcement

In addition to any other remedies available at law or in equity which may be available to the City, any person, firm, or corporation violating any provisions or terms of this Article as it may from time to time be amended shall be subject to the same penalty as provided for in the Code of Ordinances, as 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 2.** All provisions of the Ordinances of the City of Rowlett, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that 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 3.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

**SECTION 4.** An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Rowlett, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage.



Decal #:
Date Issued:
Invoice #:

### Donation Bin Container Permit Form

This application is for:  New Permit  Renewal

#### Business Information

Business Name:	Name of Non-Profit Organization: (Registered in Texas): (Attach Copy of 501c3 Form)		
Business Address: <input type="checkbox"/> Preferred Mailing Address	Written Business Owner's Authorization: <input type="checkbox"/> YES <input type="checkbox"/> NO (Letter from Owner)		
Physical Address: (If different from Business Address) <input type="checkbox"/> Preferred Mailing Address			
City:	State:	Zip Code:	

#### Donation Container Provider Information

Provider's Name (#1)		Provider's Name (Alternate)	
Last Name:		Last Name:	
First Name:		First Name:	
Provider's Address (#1):		Provider's Address (#2):	
City:	State:	Zip Code:	City: State: Zip Code:
Provider's Telephone No. (#1):		Provider's Telephone No. (#2):	

#### Donation Container Location Information (Attach site plan with location of container(s) marked)

Physical Address of Container (One Application for Each Bin)	Size of Container (Cubic Yards)	How Long Will Container be at this Location?

#### Required Signatures

Printed Name of Provider:	Printed Name of Non-Profit CEO:
Signature of Provider:	Signature of Non-Profit CEO:

#### Payment Information (Office Use Only)

Registration Fee Amount Paid:	Date Paid:
# of Months Paid:	Pro-rated Fee Paid (If applicable):

#### Notary Information

I UNDERSTAND AND AGREE THAT ANY FALSE STATEMENT OR FAILURE FULLY TO COMPLY WITH ANY ASSERTION HEREIN SHALL IMMEDIATELY VOID THIS APPLICATION AND RESULT IN THE DENIAL AND REVOCATION OF ANY LICENSE GRANTED BASED UPON THIS APPLICATION.

STATE OF TEXAS COUNTY  
OF BEXAR

BEFORE ME, the undersigned authority on this day personally appeared \_\_\_\_\_, and after me being duly sworn states under Oath that all the above and foregoing statement and each part thereof is true and correct.

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

JAN

FEB

MAR

APR

MAY

JUNE

2026

2027



2028

2029

**COR-XXX**

***Donation Bin Permit***

JULY

AUG

SEPT

OCT

NOV

DEC

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.E.

**Title**

Consider action to adopt an ordinance of the City Council of the City of Rowlett, amending the code of ordinances, as heretofore amended, at chapter 10 “Businesses”, Article XI “Rental Housing”, Division 7 “Short Term Rentals” by adding a new Section 10.458A “Density Regulations; Exceptions”, and by amending Section 10–459 to require an exterior sign; providing a severability clause; providing a conflict clause; and providing an effective date.


**Staff Representative**

Andrew Espinoza, Asst. Director Community Director/Chief Building Official

**Executive Summary**

The purpose of this item is to adopt and implement proposed ordinance amendments designed to address ongoing community concerns, while maintaining the economic benefits associated with short-term rentals. Short-term rentals can deliver meaningful economic benefits to property owners, visitors, and the broader local economy when they are appropriately regulated and effectively managed. These amendments are intended to establish reasonable standards governing the density and operation of short-term rentals. The goal is to promote compliance, ensure safety, and maintain balanced oversight without compromising the health, safety, and welfare of city residents.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.1 Value existing neighborhoods. 3.2 Sustain a community that is appealing to people at all stages of life.</p>

**Background Information**

At the April 1, 2025, meeting, the City Council adopted Ordinance ORD-012-25 regulating Short Term Rentals. Although the city currently maintains an adopted short-term rental ordinance, updates have been recommended to strengthen its effectiveness. Specifically, the City Council established a subcommittee to assess the current ordinance and propose amendments to realize additional density regulations aimed at

ensuring that short-term rental operations remain safe, compliant, and compatible with residential neighborhoods.

These proposed amendments are in response to ongoing community concerns, including noise disturbances, increased complaints, parking and traffic congestion. Collectively, these issues could impact the overall quality of life for residents in certain areas.

**Discussion**

These updated requirements seek to create a more balanced framework that supports responsible operation and preserves neighborhood integrity.

At the January 5, 2026, work session, the City Council received feedback from the Short-Term Rental Committee regarding the amendments to the current ordinance. Recommendations included processing applications on a first come first serve basis and implementing a 1,000-foot separation requirement to limit short-term rental density, with exemption to properties located in the Form Based Bayside Special District.

Further recommendations were considered requiring short-term rental operators to place signage to be posted on the front door of the occupancy, so the surrounding community is aware of the short-term rental operation and how to report concerns, identify a point of contact, and link to City Code by adding a new Section 10.458A “Density Regulations; Exceptions”, and by amending Section 10–459 to require an exterior sign; providing a severability clause; providing a conflict clause; and providing an effective date.

There was City Council consensus to proceed with an ordinance amendment which includes the following.

Density Regulations

No short-term rental permit shall be issued to any single-family property or any duplex, townhome, or other multifamily building or structure containing up to four dwelling units that is within 1,000-foot radius of another short-term rental property. No short-term permit shall be issued for more than two units contained in any single multifamily building or structure containing more than four dwelling units.

The density limitations shall not apply to properties located within Form Base Bayside Special District. Permit applications and permits shall be issued in the order they are received.

Local Point of Contact

An owner of a short-term rental property must designate the name in contact information of a local point of contact who can be contacted regarding immediate concerns and complaints and must always be available by phone or in person while occupants are in the short-term rental.

The local point of contact must be present at the rental premises within one hour of a request from the city. The local point of contact shall be authorized to make decisions, accept service of citations for violations, and act as the authorized agent when designated the point of contact.

Signage

The owner of a short-term rental property must attach a weatherproof sign on the front door of a short-term rental identifying the operation of a short-term rental, name of the local point of contact telephone number and contact information, and information code regarding City short term rental ordinance regulations.

The sign or plaque required by subsection must be at least 8"x10" visible unobstructed from view from an individual standing at the front property line and the information must be printed enlarged font and plain enough to be easily read by an individual position at the front door and contain a scannable QR Code linked to city regulations pertaining to short-term rentals.

**Financial/Budget Implications**

The changes would not have any budget or financial impact on the city.

**Recommended Action**

The governing body may take the following actions:

- Approve
- Approved with conditions
- Deny

See attached Ordinance.

**Attachments**

1. Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE CODE OF ORDINANCES, AS HERETOFORE AMENDED, AT CHAPTER 10 “BUSINESSES,” ARTICLE XI “RENTAL HOUSING,” DIVISION 7 “SHORT TERM RENTALS” BY ADDING A NEW SECTION 10.458A “DENSITY REGULATIONS; EXCEPTIONS,” AND BY AMENDING SECTION 10-459 TO REQUIRE AN EXTERIOR SIGN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City Council finds that the availability of safe, decent, and affordable long-term housing and peaceful, quiet enjoyment of the community character of the neighborhoods of the City is essential to the health, safety, and welfare of City residents; and

**WHEREAS,** the City Council further finds that the proliferation of short-term rental properties may reduce the supply of housing available for permanent residents; and

**WHEREAS,** the City Council finds that concentrations of short-term rental properties in residential neighborhoods has and does create secondary impacts including increased noise, parking congestion, refuse and solid waste violations, and general disruptions to neighborhood character, peace, and quiet enjoyment of their homes by citizens; and

**WHEREAS,** the City Council recognizes that short-term rentals can provide economic benefits to property owners, visitors, and the local economy when appropriately regulated; and

**WHEREAS,** the City Council finds that reasonable regulation of the location, density, and operation of short-term rental properties is necessary to balance economic opportunity with the preservation of residential neighborhoods; and

**WHEREAS,** the City Council finds it to be in the best interest of the citizens of the City and to serve the public health, safety and general welfare to amend the City’s short term rental ordinance to provide density regulations and exceptions thereto and further to provide a requirement for an exterior sign containing contact information for every short term rental unit;

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

**SECTION 1.** The findings set forth above and determined by the City Council to be true and correct and are incorporated herein by this reference.

**SECTION 2.** The Code of Ordinances of the City of Rowlett, Texas, as heretofore amended, is hereby amended at Division 7 “Short-Term Rentals” of Article XI “Rental Housing” of Chapter 10 “Businesses” by adding a new section 10.458A to be entitled “Density Regulations; Exceptions” to read in its entirety as follows:

**“DIVISION 7 SHORT-TERM RENTALS**

**Section 10.458A Density Regulations; Exceptions**

- (a) No permit shall be issued to any single-family property or any duplex, townhome or other multifamily building or structure containing up to four dwelling units that is within a 1,000 foot radius of another single-family property or another duplex, townhome or other multifamily building or structure containing up to four dwelling units for which a current, valid short-term rental permit has been issued and remains in effect, including a property for which the short-term rental permit has been revoked where that revocation is currently on appeal.
- (b) No permit shall be issued for more than two units contained in any single multifamily building or structure containing more than four dwelling units.
- (c) For purposes of this section, streets and alleys are counted in determining the 1,000 foot radius.
- (d) Permit applications will be processed in the order received.
- (e) Exceptions: This section shall not apply to properties located within the Form Based Bayside Special District.“

**SECTION 3.** The Code of Ordinances of the City of Rowlett, Texas, as heretofore amended, is hereby amended at Division 7 “Short-Term Rentals” of Article XI “Rental Housing” of Chapter 10 “Businesses” by amending section 10.469 to read in its entirety as follows:

**“DIVISION 7 SHORT-TERM RENTALS**

**Section 10.469 Local Point of Contact**

- (a) An owner must designate the name and contact information of a local point of contact who can be contacted regarding immediate concerns and complaints from the public regarding the short term rental property. The local point of contact must be available in person or by phone at all times while occupants are on the premises of the short-term rental. If called, the local point of contact must be present at the short-term rental premises within one hour of a call from the administrator or his/her designee. The local point of contact must be authorized to make decisions regarding the short-term rental premises and its occupants. The local point of contact must be authorized to and shall not refuse to accept service of citation for any violations on the short-term rental premises. Acceptance of service shall not act to release the owner of any liability under this division.

- (b) The owner of every short-term rental property shall permanently affix a durable, weather-proof sign or plaque within six inches of the front door of the short-term rental unit containing the following information, in the order listed, printed in English:
- a. The following statement: “This property is operating as a short-term rental. Any issues with its operations should be immediately reported to:”
  - b. The name of the local point of contact for the short-term rental;
  - c. The telephone number that the local point of contact will answer twenty-four hours a day, seven days a week to respond to complaints regarding the property; and
  - d. The following statement: “Further information can be obtained by scanning this code using your cellular telephone camera:  
[QR CODE PROVIDED BY CITY SHALL BE INSERTED HERE].”

The sign or plaque required by subsection (b) must be at least eight inches by ten inches in size, visible and unobstructed from view for an individual standing at the front property line, and the information must be printed in font large and plain enough to be easily read by an individual positioned at the front door of the short-term rental.”

**SECTION 4.** 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 provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 5.** All provisions of the ordinances of the City of Rowlett in conflict with the provisions of this Ordinance 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 6.** This Ordinance shall take effect immediately from and after its passage and publication as the law and charter in such cases provide.

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.F.

**Title**

Consider action to adopt an ordinance of the City of Rowlett, Texas, amending the code of ordinances, City of Rowlett, Texas Article IV (“Regulation of Sex Offender Residency”) of Chapter 34 (“Miscellaneous Offenses”) by amending Section 34–71 to provide for an additional offense, prohibiting property owners from renting certain real property to registered sex offenders; providing a repealing clause; providing a savings clause; providing a serviceability clause; providing for a penalty of fine not to exceed the sum of \$500 for each offense; and, providing an effective date.


**Staff Representative**

Andrew Espinoza, Asst. Director Community Director/Chief Building Official

**Executive Summary**

The City currently enforces a prohibition that restricts certain registered sex offenders from residing within 1,000 feet of locations where children commonly gather. These locations include, but are not limited to schools, parks, arcades, recreational facilities, daycares, and similar uses. The purpose is to enhance public safety by reducing the chances that repeat sexual offenders can harm others, especially children. This amendment aims to partner with property renters, deter future crimes, and protect vulnerable individuals by increasing awareness and oversight.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.1 Value existing neighborhoods.            3.2 Sustain a community that is appealing to people at all stages of life.</p>

**Background Information**

The city currently maintains adopted short-term and long-term rental ordinances; however, updates have been recommended to strengthen their effectiveness regarding public safety. Specifically, the proposed amendments introduce requirements for short-term and long-term rental properties that would prohibit property owners from leasing to a registered sex offender when located 1,000 feet from areas where children commonly gather. The intent of this amendment is to further protect the health, safety, and general

welfare of the public. The City is seeking to strengthen these provisions by addressing rental housing situations.

**Discussion**

The proposed amendment would update Article IV, “Regulation of Sex Offender Residency” of Chapter 34 “Miscellaneous Offenses”, Section 34–71 and would prohibit property owners from leasing, subleasing, or renting residential property to registered sex offenders when the property is located within 1,000 feet of areas where children commonly gather. This additional measure is intended to reinforce existing regulations, close potential gaps in enforcement, and enhance protections for vulnerable populations within the community.

Offenses

It is unlawful to let, sublet, or rent any place, structure, or part thereof, manufactured home trailer, or any other conveyance, with a knowledge that it will be used as a permanent or temporary residence by any person prohibited from establishing such permanent residence or temporary resident pursuant to the terms of this chapter if such place is located with 1000 feet from a premise where children commonly gather.

Enforcement

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the code of ordinances. Any person firm or corporation violating any of these provisions of this ordinance are the codes adopted here by, as same, may be amended, shall be deemed guilty of a misdemeanor and subject to a penalty has provided for in the ordinance, and upon conviction shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

This ordinance shall take effective immediately upon the passage and adoption.

**Financial/Budget Implications**

The changes would not have any budget or financial impact on the city.

**Recommended Action**

The governing body may take the following actions:

- Approve
- Approved with conditions
- Deny

See attached Ordinance.

## **Attachments**

1. Ordinance

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ROWLETT, TEXAS, AT ARTICLE IV (“REGULATION OF SEX OFFENDER RESIDENCY”) OF CHAPTER 34 (“MISCELLANEOUS OFFENSES”) BY AMENDING SECTION 34-71 TO PROVIDE FOR AN ADDITIONAL OFFENSE PROHIBITING PROPERTY OWNERS FROM RENTING CERTAIN REAL PROPERTY TO REGISTERED SEX OFFENDERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett has heretofore adopted prohibitions pertaining to registered sex offenders, prohibiting certain registered sex offenders from residing within 1,000 feet of places where children commonly gather; and

**WHEREAS**, the City Council finds that it will serve the public health, safety and general welfare to prohibit property owners from renting real property that is located within 1,000 feet of premises where children commonly gather to registered sex offenders;

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

**SECTION 1:** Chapter 34, " Miscellaneous Offenses," of the Code of Ordinances, City of Rowlett, Texas, be and is hereby amended at Article IV, "Regulation of Sex Offender Residency," by amending section 34-71 to add a new subsection (c), to read in its entirety as follows:

**“CHAPTER 34  
MISCELLANEOUS OFFENSES**

...

**ARTICLE IV. REGULATION OF SEX OFFENDER RESIDENCY**

...

**Sec. 34-71. - Offenses.**

(a) ...

(b) ...

(c) It is unlawful to let, sublet, or rent any place, structure, or part thereof, manufactured home, trailer, or any other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this chapter, if such place, structure, or part thereof, manufactured home, trailer, or other conveyance is located within one thousand (1,000) feet, as defined in section 34-72, from a premise where children commonly gather, as defined in section 34-70.”

**SECTION 2.** All ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

**SECTION 3.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances and ordinances of the City, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 4.** Should any section, paragraph, sentence, subdivision, clause, phrase or provision 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 unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or the codes adopted hereby, as same may be amended, shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

**SECTION 6.** This ordinance shall take effect immediately upon its passage and adoption and the publication of the caption as the law and charter in such cases provide.

4917-9984-8841, v. 1

**Meeting Date:** 5/5/2026

**Agenda Item:** 5.G.

**Title**

Conduct a public hearing and consider action to adopt an ordinance to amend the zoning for an approximately 2.85 acre tract described as a portion of Lot 6RA, Block A of the amending replat of Lukes Landing Lots 5ARA and 6RA, Block A, in the City of Rowlett, Dallas County, Texas and being more commonly known as 5408 Kenwood Drive in the City of Rowlett, Texas by amending the zoning for the property from General Commercial/Retail with an existing Special Use Permit (C-2-SUP) approved through Ordinance (Ord. 018-25) to Commercial/Retail with a new Special Use Permit which will allow expansion of the currently allowed unmanned aircraft systems hub use (C-2-SUP2).


**Staff Representative**

Michael King, Plans Examiner

**Executive Summary**

The applicant is requesting approval of a Special Use Permit (SUP) to expand an existing unmanned aircraft system hub (UAS hub). A UAS hub is a distribution center for unmanned aircraft systems to dock. Retailers drop off the goods that are loaded onto the unmanned aircraft systems, and the UAS departs from the hub to deliver the goods to the consumers. The SUP is required to ensure the proposed structure does not adversely impact surrounding properties, infrastructure, or the broader community.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.1 Value existing neighborhoods.            3.4 Support efficient development patterns and communicate clear policy guidance.</p>

**Background Information**

The existing SUP was approved by City Council on June 17, 2025 (ORD-018-25) which allows a 10,600 square foot facility with ten double dock towers. Zipline, a delivery and

logistics company, began operations under the existing C-2-SUP zoning on November 19, 2025, with eight dock towers. The City Council approved the SUP with the following conditions:

1. The property shall not be required to comply with the requirement for concrete paving, but may use gravel paving, for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must be in compliance with the requirements for concrete paving.
2. The property shall be screened by installation of an eight-foot (8') tall chain link fence for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must be in compliance with the requirement for 8 feet (8') tall wrought iron fence;
3. The property shall not be required to comply with the requirements for landscaping for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must be in compliance with all landscaping requirements;
4. Any temporary container placed on the property shall be removed within eighteen (18) months commencing on the date of issuance of a certificate of occupancy for unmanned aircraft system hub;
5. The Property shall be developed substantially in accordance with the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Site Plan");
6. An unmanned aircraft system hub on the Property shall not exceed 10, 600 square feet and shall be composed of no more than ten (10) double dock towers with kiosk loading; and
7. The unmanned aircraft system hub shall be located at least five hundred (500) feet from the adjacent existing residential structures.

The Certificate of Occupancy was issued on November 19, 2025. Therefore, Conditions 1 - 3 expire on November 19, 2026, and Condition 4 expires on May 19, 2027.

**Planning and Zoning Commission Action**

The Planning and Zoning Commission at their April 14, 2026, meeting voted 5-2 to recommend approval of this item, with the following conditions.

1. The property shall be required to comply with the requirement for concrete paving, but may use gravel paving, for a period of seven (7) months commencing on the date of City Council SUP approval, at the expiration of which the property must be in compliance with the requirements for concrete paving.
2. The property shall be screened by the installation of an eight-foot (8') tall chain-link fence for a period of seven (7) months commencing on the date of City Council SUP approval, at the expiration of which the property must comply with the requirement for an eight-foot (8') tall wrought iron fence;
3. Any temporary container placed on the property shall be removed within a period of seven (7) months commencing on the date of City Council SUP approval for the unmanned aircraft system hub;

4. The Property shall be developed substantially in accordance with the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Site Plan");
5. An unmanned aircraft system hub on the property shall not exceed 15,000 square feet and shall be composed of no more than eleven (11) double dock towers with kiosk loading; and
6. The unmanned aircraft system hub shall be located at least five hundred (500) feet from the adjacent existing residential structures.

The request was presented under agenda item 5A.

### **Site Data**



The subject property is approximately 2.85 acres and is zoned General Commercial/Retail (C-2). The current site occupies 10,600 square feet with eight towers. The proposed hub would add 3,816 square feet and three more towers to the previously approved 10,600 square foot facility and will consist of 11 double-dock towers with kiosk loading. The SUP would be granted for the proposed 14,416 square

foot (0.33 acre) site, not the entire property. It is located approximately 500 feet from the existing adjacent residential subdivision.

**Discussion**

The applicant is requesting the following SUP conditions: The applicant is proposing an 8-foot-tall black welded wire mesh fence for screening in lieu of the required ornamental metal fence.

1. Expansion of the existing site with ten (10) allowed double dock towers with kiosk loading stations to allow eleven (11) double dock towers with kiosk loading; and
2. Expansion of the existing 10,600 square foot site by 3,816 square feet (total area: 14,416 square feet); and
3. The property shall not be required to comply with the requirement for concrete paving, but may use gravel paving; and
4. The property shall be screened by the installation of an eight-foot (8') tall welded mesh chain link fence; and
5. The property shall not be required to comply with the requirements for landscaping for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must be in compliance with all landscaping requirements; and
6. Any temporary container placed on the property shall be removed within eighteen (18) months commencing on the date of issuance of a certificate of occupancy for unmanned aircraft system hub; and
7. The unmanned aircraft system hub shall be located at least five hundred (500) feet from the adjacent existing residential structures.

The applicant is proposing gravel on site rather than concrete and no landscaping. Gravel is not allowed, and landscaping is required for primary uses per the Rowlett Development Code (RDC). As such, the applicant is requesting a waiver for gravel and to the landscaping provisions of Section 77-504 of the RDC. Staff recommendation is to follow the conditions set forth in the original SUP, which is to replace the gravel with concrete paving within one year of the beginning of operations. Section 77-504 also requires a compatibility buffer around the perimeter, consisting of one tree per 50 linear feet and ten evergreen shrubs per 30 linear feet. Given the aviation-related use, landscaping close to the site invites birds, which may pose a hazard to the flight of the unmanned aerial systems. The rest of the site, not included in the SUP area, is maintained with grass and trees.

**C. Special Use Permit Approval Criteria**

The approval criteria for Special Use Permits are outlined in Section 77-206 of the RDC, and are listed below:

- 1. The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;**

The proposed SUP is a 36% expansion of an existing UAS Hub on the site. A UAS Hub

is fully consistent with Rowlett's Comprehensive Plan, which emphasizes innovation, sustainable growth, and improved connectivity. By facilitating advanced logistics technology that reduces reliance on road-based transportation, the project aligns with infrastructure goals related to traffic reduction, air quality improvement, and support for future-ready commercial development. Additionally, Zipline's operations comply with all applicable federal aviation regulations, including FAA rules for drone delivery, and are designed to meet local zoning and code requirements. The project represents a forward-looking land use that supports the city's long-term vision while adhering to regulatory frameworks at every level.

**2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;**

The proposed SUP for a UAS Hub aligns with the purpose and intent of the C-2 Commercial/Retail District. The C-2 District is designed to accommodate a variety of retail and service-oriented uses that support the community's economic vitality and meet evolving consumer needs. The proposed expansion fits within this framework by facilitating modern logistics and last-mile delivery services that are critical to today's commercial environment. As consumer expectations shift toward rapid and on-demand delivery, integrating drone-based logistics into the C-2 district enhances the district's role as a hub of commerce and innovation, while maintaining compatibility with surrounding retail and service uses.

**3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;**

The proposed UAS Hub directly addresses the growing demand for rapid, on-time delivery services driven by e-commerce and consumer behavior shifts. This trend represents a fundamental change in how goods are distributed and delivered, particularly in suburban and urban settings. The UAS Hub also supports broader goals of reducing road congestion and vehicle emissions by shifting a portion of local deliveries from ground vehicles to Zips. As such, the SUP responds to current technological trends and infrastructure challenges while positioning Rowlett to remain forward-thinking and adaptive in a competitive regional market.

**4. Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;**

The proposed UAS Hub operated by Zipline will enhance public health, safety, and general welfare. The company's medical supply delivery technology is now being applied to transform everyday logistics - bringing essential goods and consumer items to people faster and with fewer emissions. By reducing reliance on traditional delivery vehicles, Zipline helps lower traffic congestion and pollution while improving access to essential services, contributing to a healthier and more efficient community. Since Zipline began operations, there have been no code enforcement complaints or police calls against the applicant.

**5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;**

The

proposed use will require minimal municipal support. Zipline’s operations are highly automated, requiring only a small on-site staff, which results in negligible impact on local transportation infrastructure. In fact, by offsetting traditional vehicle-based delivery, Zipline may reduce the volume of road traffic in the area. Utility needs are modest and in line with standard commercial uses, ensuring the City and service providers can continue serving both the site and neighboring developments without strain.

**6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract;**

The proposed use will not have adverse impacts - in fact, it offers a direct benefit to surrounding properties. Located in a commercial/retail district, Zipline’s presence supports nearby businesses by enabling faster, more efficient delivery of goods to customers and suppliers. It complements the district’s purpose and enhances the business ecosystem without creating heavy traffic. Its operations are designed to integrate seamlessly and respectfully into the existing commercial landscape.

**7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP;**

The subject property at 5408 Kenwood Drive is well-suited for the proposed use. Located within the C-2 Commercial/Retail District, the site has the infrastructure, access, and surrounding land uses that align with Zipline’s operational needs. The property provides a compatible environment for drone-based logistics and meets both the intent and practical criteria for commercial innovation and service enhancement within the district.

**Financial/Budget Implications**

N/A

**Recommended Action**

Staff recommends approval of the request with the following conditions:

1. The property shall be required to comply with the requirement for concrete paving, but may use gravel paving, for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must be in compliance with the requirements for concrete paving.
2. The property shall be screened by the installation of an eight-foot (8') tall chain-link fence for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the property must comply with the requirement for 8 feet (8') tall wrought iron fence;
3. Any temporary container placed on the property shall be removed within twelve (12) months commencing on the date of issuance of a certificate of occupancy for unmanned aircraft system hub;
4. The Property shall be developed substantially in accordance with the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Site

Plan");

5. An unmanned aircraft system hub on the property shall not exceed 15,000 square feet and shall be composed of no more than eleven (11) double dock towers with kiosk loading; and
6. The unmanned aircraft system hub shall be located at least five hundred (500) feet from the adjacent existing residential structures.

The governing body may take the following actions:

- Approval
- Approval with conditions
- Denial

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM GENERAL COMMERCIAL/RETAIL WITH AN EXISTING SPECIAL USE PERMIT (C-2-SUP) APPROVED THROUGH ORDINANCE NO. ORD-018-25 TO GENERAL COMMERCIAL/RETAIL WITH A NEW SPECIAL USE PERMIT (C-2-SUP2) WHICH WILL ALLOW EXPANSION OF THE CURRENTLY ALLOWED UNMANNED AIRCRAFT SYSTEMS HUB USE FOR AN APPROXIMATELY 2.85 ACRE TRACT DESCRIBED AS A PORTION OF LOT 6RA, BLOCK A OF THE AMENDING REPLAT OF LUKES LANDING LOTS 5ARA AND 6RA, BLOCK A, CITY OF ROWLETT, DALLAS, COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 5408 KENWOOD DRIVE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Rowlett and the City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1:** The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from General Commercial/Retail with an existing Special Use Permit (C-2-SUP) approved through Ordinance No. ORD-018-25, to General Commercial/Retail with a New Special Use Permit (C-2-SUP2) which will allow expansion of the currently allowed unmanned aircraft system hub use for an approximately 2.85 acre tract described as a portion of Lot 6RA,

Block A of the Amending Replat of Lukes Landing, Lots 5ARA and 6RA, Block A, City of Rowlett, Dallas County, Texas and being more commonly known as 5408 Kenwood Drive and being more particularly described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (the “Property”).

**SECTION 2:** The Property shall be used only in the manner and for the purposes provided for in the Zoning Ordinance, as heretofore amended, and as further amended herein, with respect to the property located in the General Commercial/Retail District, and, if developed and used with an unmanned aircraft system hub use, shall be subject to the following conditions:

1. The Property shall not be required to comply with the requirements for concrete paving, but may use gravel paving, for a period of twelve (12) months commencing, for each portion of the Property, on the date of issuance of the first certificate of occupancy for that particular portion of the unmanned aircraft system hub, at the expiration of which that portion of the Property must be in compliance with the requirements for concrete paving.
2. The property shall be screened by installation of an eight feet (8’) tall chain link fence for a period of twelve (12) months commencing on the date of issuance of a certificate of occupancy for the unmanned aircraft system hub, at the expiration of which the Property must be in compliance with the requirements for an eight feet (8’) tall wrought iron fence;
3. Any temporary container placed on the Property shall be removed within eighteen (18) months commencing on the date of issuance of the first certificate of occupancy for an unmanned aircraft system hub on the Property;
4. The Property shall be used, developed and maintained substantially in accordance with the Site Plan attached hereto and incorporated herein by this reference as Exhibit “B” (the “Site Plan”);
5. An unmanned aircraft system hub on the Property shall not exceed 15,000 square feet and shall be composed of no more than eleven (11) double dock towers with kiosk loading; and
6. The unmanned aircraft system hub shall be located at least five hundred (500’) feet from all adjacent existing residential structures.

**SECTION 3:** The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

**SECTION 4:** All provisions of the Ordinances of the City of Rowlett, Texas in conflict with the provisions of this ordinance (including without limitation Ordinance No. ORD-018-25) be,

and the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5:** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 6.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 7.** This ordinance shall be effective from and after its passage and publication as may be required.

**Attachments**

- 1. Exhibit A Legal Description
- 2. Attachment 1 - SUP Area

# EXHIBIT

## A

### METES AND BOUNDS DESCRIPTION ZIPLINE ROWLETT SPECIAL USE PERMIT AREA 5408 KENWOOD DRIVE

**BEING** a 0.406 acre tract of land situated in the Resin Crist Survey, Abstract Number 225 in the City of Rowlett, Dallas County, Texas, and being a portion of Lot 6RA, Block A of Lukes Landing, Lots 5ARA and 6RA, Block A, an addition to the City of Rowlett, Dallas County, Texas, according to the plat thereof recorded under Document Number 201900314307, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING** at a point for the southernmost southwest corner of said Lot 6RA and the southeast corner of Lot 5ARA of said Block A, said point lying in the north right-of-way line of Sprouts Drive, having a variable width right-of-way;

**THENCE** North 00 deg. 55 min. 48 sec. East, departing the north right-of-way line of said Sprouts Drive, with the common lines of said Lot 5ARA and said Lot 6RA, a distance of 65.50 feet to a point for corner, being the easternmost northeast corner of said Lot 5ARA and an inner "ell" corner of said Lot 6RA;

**THENCE** South 89 degrees 04 minutes 12 seconds West, with the north line of said Lot 5ARA and south line of said Lot 6RA, a distance of 58.44 feet to the **POINT OF BEGINNING**, being the southeast corner of the herein described tract;

**THENCE** South 89 deg. 04 min. 12 sec. West, continuing with the common line of said Lot 5ARA and said Lot 6RA, a distance of 126.00 feet to a point for corner, being the southwest corner of the herein described tract;

**THENCE** over, through, and across said Lot 6RA the following calls:

North 00 deg. 55 min. 48 sec. West, a distance of 146.00 feet to a point the northwest corner of the herein described tract;

North 89 deg. 04 min. 12 sec. East, a distance of 106.00 feet to a point for the northernmost northeast corner of the herein described tract;

South 00 deg. 55 min. 48 sec. East, a distance of 36.00 feet to a point for corner, being an inner "ell" corner of the herein described tract;

North 89 deg. 04 min. 12 sec. East, a distance of 20.00 feet to a point for the easternmost northeast corner of the herein described tract;

South 00 deg. 55 min. 48 sec. East, a distance of 110.00 feet to the **POINT OF BEGINNING**, and containing 0.406 acres, or 17,676 square feet of land, plus or minus.



**Meeting Date:** 5/5/2026

**Agenda Item:** 5.H.

**Title**

Conduct a public hearing and consider action to adopt an ordinance regarding a request to amend the zoning ordinance and map of the City of Rowlett, as previously amended, by amending the zoning from Limited Commercial/Retail (C-1) district to a Planned Development district with a base zoning of Single Family Residential-5/15 (PD-SF5) for an approximately 1.8 acre tract commonly known as 2345 Fuqua Road, and being more particularly described as Block 1, Tract 1 of La Costa Addition, in the City of Rowlett, Dallas County, Texas.


**Staff Representative**

Michael King, Plans Examiner

**Executive Summary**

The applicant is requesting to rezone the 1.80-acre site to a Planned Development district with a base zoning of Single Family 5 (PD-SF-5) District for single-family development. If approved, the associated concept plan, landscape plan, and proposed development standards would dictate development of the residential portion of the site.

**Strategic Priority and Goal(s)**

Strategic Priority	Strategic Goal
 <p><b>Strengthen Neighborhood Livability</b></p>	<p>3.1 Value existing neighborhoods.            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 property is zoned C-1 (Limited Commercial/Retail) and has remained vacant and undeveloped. The applicant brought a planned development proposal for this property to the Planning & Zoning Commission on February 10, 2026, and the Commission recommended denial citing the higher density and the deviations from the base zoning district. Subsequently, the application was withdrawn, and the applicant filed a new zoning change request.

**SITE DATA**

The 1.80-acre tract fronts 370 linear feet of Fuqua Road to the east, 196 feet of Ports O' Call Drive to the south, and 296 feet of Dolphin Drive to the west.

The site is generally flat with no floodplain encumbrance. Mature tree canopy exists in scattered locations, including smaller stands along the north property line. A tree survey and preservation/mitigation plan will be required at the time of preliminary plat submittal.

**USE OF PROPERTY UNDER CURRENT ZONING**

The property is zoned as a C-1 (Limited Commercial/Retail) District, intended for retail trade and personal service uses to serve community needs and integrate with residential areas. These shops and stores may be an integral part of the neighborhood closely associated with residential uses. The land has been vacant for at least 40 years.

The surrounding zoning and land use patterns are described in Table 1 below.

<b>Table 1: Surrounding Land Use Pattern and Zoning Districts</b>		
<b>Location</b>	<b>Use</b>	<b>Zoning</b>
North	Vacant	Single-Family Residential (SF-8) District
	Religious Use	Single-Family Residential (SF-20) District
East	Single-Family Use	Single-Family Residential (SF-8) District
South	Single-Family Use	Planned Development (PD) for Single-Family Residential (R-2) uses
West	Single-Family Use	Planned Development (PD) for Single-Family Residential (R-2) uses

**COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**





The Future Land Use Plan designates the subject property as Medium Density Residential (lots under 7,000 square feet), which may also include townhomes or zero-lot-line patio homes. The proposal provides single-family home lot sizes ranging from 5,002 square feet to 10,479 square feet. Four lots are greater than 7,000 square feet due to the dimensions of the site, ranging from 7,474 square feet to 10,479 square feet. It should also be taken into consideration that the built environments to the east, south, and west are all in compliance with their respective Future Land Use Plan designations.

Although the existing Future Land Use designation is Medium Density Residential, the current C-1 (Limited Commercial/Retail) zoning is incompatible with this FLUP category and

with the established residential character of the surrounding area. As such, the proposed request would bring the zoning into compliance with the Future Land Use Plan.

**Discussion**

This proposal includes deviations to the proposed SF-5 district as it relates to lot depth, front entry garages in lieu of the alleys, and setback requirements.

**1. Proposed Planned Development Conditions and Concept Site Plan**

Planned Development districts are intended to allow for the integration of various land uses or accommodate the use of alternative development standards resulting in a higher quality of development that cannot be achieved by straight zoning districts. The proposed PD incorporates development standards, a conceptual site plan, building elevations, and a landscape plan. Standards not specified in the proposed development would comply with the Single-Family (SF-5) District requirements of the RDC, as amended.

A synopsis of the dimensional requirements comparing the current zoning, base zoning and proposed PD is reflected in Table 3 below:

<b>Table 3: Comparison of Dimensional Requirements</b>		
<b>Regulations</b>	<b>SF-5 District</b>	<b>PD for SF-5</b>
Minimum Lot size	5,000 square feet	5,000 square feet
Maximum Density	8 dwelling units / acre	8 dwelling units / acre
Maximum Lot Coverage	75%	75%
Minimum Dwelling Unit Area	1,500 square feet	1,500 square feet
Minimum Lot Width	50 feet, with 55 feet on corner lots	50 feet
Minimum Lot Depth	100 feet	94 feet
Minimum Front Setback	10 feet	20 feet
Minimum Side Setback	Interior min: 5 feet Interior max: 10 feet	5 feet Adjacent to street: 10 feet
Minimum Rear Setback	Minimum: 25 feet Maximum: 30 feet	10 feet

The applicant requests the following deviations from SF-5 standards:

**1. Reduction of minimum lot depth from 100 feet to 94 feet**

Section 77-401 of the RDC requires a minimum lot depth of 100 feet. The applicant is proposing 94 feet for nine of the twelve lots (Lots 4-12). The reduced lot depth limits the overall buildable area and rear yard functionality, particularly when combined with front-loaded garages and no alleys. The three northernmost lots (Lots 1-3) will meet the 100-foot lot depth requirements of SF-5 zoning districts.

**2. Reduction of minimum rear setback from 25 feet to 10 feet**

Section 77-401 of the RDC requires a 25-foot rear setback. The SF-5 rear setback (25–30 feet) assumes alley-served or rear-access configurations that allow deeper rear yards for privacy, recreation, and buffering. With no alleys proposed and front-entry

garages, the reduced 10-foot rear setback is particularly inconsistent with immediate surrounding development to the south, west, and east, where larger rear yards and alleys help provide separation from adjacent homes. It is offset by requiring larger, 20-foot front setbacks. It is expected that 25% (the three northernmost lots) will meet the 25-foot rear setback.

### **3. Alley Waiver and Straight Front-entry Garages**

Section 77-603 of the RDC requires alleys Section 77-508 requires rear entry or J-hook garages as a part of the site review and approval process. Alleys are a key element of the RDC for residential subdivisions, supporting utility placement, efficient trash collection, emergency vehicle access, reduced on-street parking demand, and enhanced pedestrian-street engagement. In the absence of alleys, the RDC requires L/J-hook (or "J-swing") garage approaches to extend driveway length, slow vehicle speeds, and prevent encroachment into the sidewalk/pedestrian realm, thereby maintaining safety and visual continuity along the street.

The applicant proposes straight front-entry garages on all 12 lots, with garage doors facing directly onto the street and no requested recess from the front wall of the house or porch. While some nearby developments to the south and west utilize similar front-loaded garages without recess, those examples predate current RDC emphasis on walkability and do not set a binding precedent.

On this infill site, staff is satisfied with straight-entry garages due to mitigation (e.g., increased front setbacks). The applicant asserts that while providing J-hook garages throughout the development would provide more driveway length, an infill development such as this creates site constraints that would require other compromises to meet feasibility goals.

### **4. Open Space**

Section 77-503 of the RDC requires open space to be dedicated as a part of the site review and approval process. Open space is intended to ensure that open space and natural areas throughout the city are considered and protected during the development review process. Open space serves numerous purposes, including preservation of natural areas and resources, preservation of scenic views, greater resident access to open areas and recreation, public health benefits, and enhancement of the quality of new development in the city. The proposed development does not provide public or private open space. The property owner(s) will need to provide fees in-lieu of land due to the lack of open space.

### **5. Landscaping and Screening**

Section 77-504 of the RDC requires landscaping and screening, specifically the requirements for a monumental subdivision entryway and masonry screening walls around the development. Compliance with the development and design standards related to landscaping is required for all development and improvements to property. The proposed planned development proposes to exclude masonry screening walls and entryway monumentation. A masonry screening wall is required for all residential

development that has a side yard or rear yard directly adjacent to the right-of-way. The proposed property is an infill development, and due to the site configuration, all lots are street facing and only two lots would require masonry screening. As this is not a typical residential subdivision, perimeter screening would only apply to a portion of the development. Furthermore, the surrounding existing residential developments do not have masonry perimeter walls. There is an entryway for the Spinnaker Pointe neighborhood directly adjacent to the subject property facing Fuqua Road at Ports O' Call Drive. The applicant intends to preserve many existing trees on the site, and they will meet the tree protection requirements during development, as shown on the provided landscaping plan.

### **B. Zoning Change Consideration Criteria**

Section 77-805 of the *RDC* states that the Planning and Zoning Commission shall consider the following when making a recommendation on rezoning requests. Staff's commentary is in italics beneath each criterion:

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

*The proposed rezoning does correct an inconsistency in the current zoning relative to the City's adopted Comprehensive Plan. The property is currently zoned C-1 Limited Commercial/Retail, a district intended primarily for retail trade, personal services, professional offices, restaurants, and similar low-intensity commercial uses that serve community convenience needs. In contrast, the comp plan designates the site as Medium Density Residential, which generally applies to lots under 7,000 square feet and supports single-family residential development (including smaller-lot homes, townhomes, or attached housing types) at densities aligned with medium-intensity residential patterns.*

*This mismatch between the existing C-1 zoning (commercial-oriented) and the Comprehensive Plan's Medium Density Residential designation creates a fundamental incompatibility: the current zoning permits non-residential uses that could conflict with surrounding residential character and the long-term vision for the area, while preventing implementation of the planned residential future use. Rezoning to a residential district would bring the property's zoning into full alignment with the Comprehensive Plan's policy guidance, ensuring consistency between zoning regulations and the adopted future land use vision. This correction supports orderly, predictable growth by resolving the outdated or mismatched zoning layer and enabling development that reflects the City's designated residential intent for the site.*

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;

*The Comprehensive Plan and Future Land Use Plan designates the subject property as Medium Density Residential, which includes lots that are under 7,000 square feet. The proposed development specifies an average lot size of 6,529 square feet, which does satisfy the requirements of the Medium Density Residential designation, thus satisfying the Comprehensive Plan.*

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 maintaining sufficient levels of service to existing development;

*The proposed development would have to meet all the requirements to provide sufficient transportation, utility facilities, and services to the subject property.*

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;  
*None of the 1.80-acre tract is encumbered by floodplain. The proposed development will not likely have an impact on wildlife because the preferred habitats. However, some trees will have to be removed for development to take place. A preliminary landscaping plan has been provided by the applicant, and a tree removal permit will be required at the time of Preliminary Plat.*
6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;  
*The proposed residential development would establish a minimum lot area, setbacks and dwelling unit areas that deviate from the surrounding built environment. This zoning designation could create an opportunity for growth on an otherwise vacant infill lot that has sat vacant for over 40 years.*
7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;  
*The zoning proposal would introduce standards that are suitable for the subject property due to the compatibility with the surrounding land uses.*
8. Whether there is determined to be an excessive proliferation of the use or similar uses;  
*It is not anticipated that there will be an 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 proposed single-family residential use aligns with the Medium Density Residential designation on the Comprehensive Plan and the surrounding built environment.*
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 proposed rezoning would establish medium density residential zoned as shown on the Comprehensive Plan.*

The Planning and Zoning Commission at their April 14, 2026, meeting voted 6-1 to recommend approval of this item. The request was presented under agenda item 5B, which can be viewed at the following link: [Apr 14, 2026 Planning and Zoning Commission - Rowlett, TX](#)

### **Financial/Budget Implications**

N/A

### **Recommended Action**

The governing body may take the following actions:

- Approval
- Approval with conditions
- Denial

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 1.8 ACRE TRACT OF LAND DESCRIBED AS BLOCK 1, TRACT 1 OF LA COSTA ADDITION IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 2345 FUQUA ROAD FROM LIMITED COMMERCIAL/RETAIL (C-1) TO PLANNED DEVELOPMENT WITH A BASE ZONING OF SINGLE FAMILY RESIDENTIAL-5/15 (PD-SF5); PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND LANDSCAPE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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 City Planning and Zoning Commission and the governing body of the City of Rowlett, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Rowlett, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the requested change in zoning should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning for an approximately 1.8 acre tract of land described as Block 1, Tract 1 of La Costa Addition in the City of Rowlett, Dallas County, Texas and being more commonly known as 2345 Fuqua Road and being more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property") from Limited Commercial/Retail (C-1) to Planned Development with a base zoning of Single Family Residential-5/15 (PD-SF5).

**SECTION 2.** The property shall be developed, used and maintained in accordance with

the City of Rowlett ordinances, construction standards, and regulations, including the Zoning Ordinance and Construction Standards for Single Family Residential-5/15 (SF5) base zoning except as amended by the Development Regulations attached hereto and incorporated herein by this reference as **Exhibit “B,”** which are hereby approved, and which shall apply to the use, development, and maintenance of Property.

**SECTION 3.** The Property shall be used, developed and maintained in accordance with the Concept Plan and the Landscape Plan, attached hereto and incorporated herein by this reference as **Exhibits “C” and “D,”** respectively, which are each hereby approved.

**SECTION 4.** All provisions of the Ordinances of the City of Rowlett, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 6.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 7.** 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 Comprehensive Zoning Ordinance 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 8.** This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

### **Attachments**

1. Exhibit A - Legal Description
2. Exhibit B - Development Regulations
3. Exhibit C - Concept Plan
4. Exhibit D - Landscape Plan
5. Attachment 1 - Intent and Purpose
6. Attachment 2 - Zoning Map
7. Attachment 3 - Building Elevations Examples

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING a tract of land situated in the Charles D. Merrell Survey, Abstract No. 957, in Dallas County, Texas, being a tract of land described in deed to Christopher Rae James & Stephanie Lynn James, as recorded in Document No. 201600115194, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod for corner at the intersection of the North right of way line of Ports O'call Drive, with the West right of way line of Fuqua Road and being the Southeast corner of said Blue Mountain Ventures tract;

THENCE South 64 degrees 56 minutes 46 seconds West, along said Ports O'call Drive, a distance of 196.37 feet to a found 5/8 inch iron rod for corner, being the beginning of a curve to the right having a radius of 7.15 feet;

THENCE along said curve to the right, a delta of 113 degrees 33 minutes 21 seconds, a chord bearing and distance of North 58 degrees 15 minutes 38 seconds West - 11.97 feet, and an arc length of 14.18 feet to a found 5/8 inch iron rod for corner on the East right of way line of Dolphin Drive;

THENCE North 01 degrees 26 minutes 01 seconds West, along said Dolphin Drive, passing a found 1/2 inch iron for reference at a distance of 264.52 feet, being the Southeast corner of Lot 13, Block 1, of La Costa Addition, an Addition in the City of Rowlett, Dallas County, Texas, continuing a total distance of 444.35 feet to a set 1/2 inch yellow-capped iron rod for corner on the South line of a tract of land described in deed to Faith Missionary Baptist, as recorded in Instrument File No. 20070128593, of the Deed Records of Dallas County, Texas;

THENCE North 88 degrees 58 minutes 12 seconds East, a distance of 189.52 feet to a set 1/2 inch yellow-capped iron rod for corner on the said West right of way line of said Fuqua Road;

THENCE South 01 degrees 29 minutes 53 seconds East, a distance of 370.88 feet to the PLACE OF BEGINNING and containing 1.80 acres of land

## **EXHIBIT B PLANNED DEVELOPMENT STANDARDS**

The following Planned Development standards apply to Summitwood Estates and modify the standards of the SF-5 Single-Family Residential district where noted.

### **A. Allowed Uses**

All allowed uses as permitted within base zoning SF-5 per RDC.

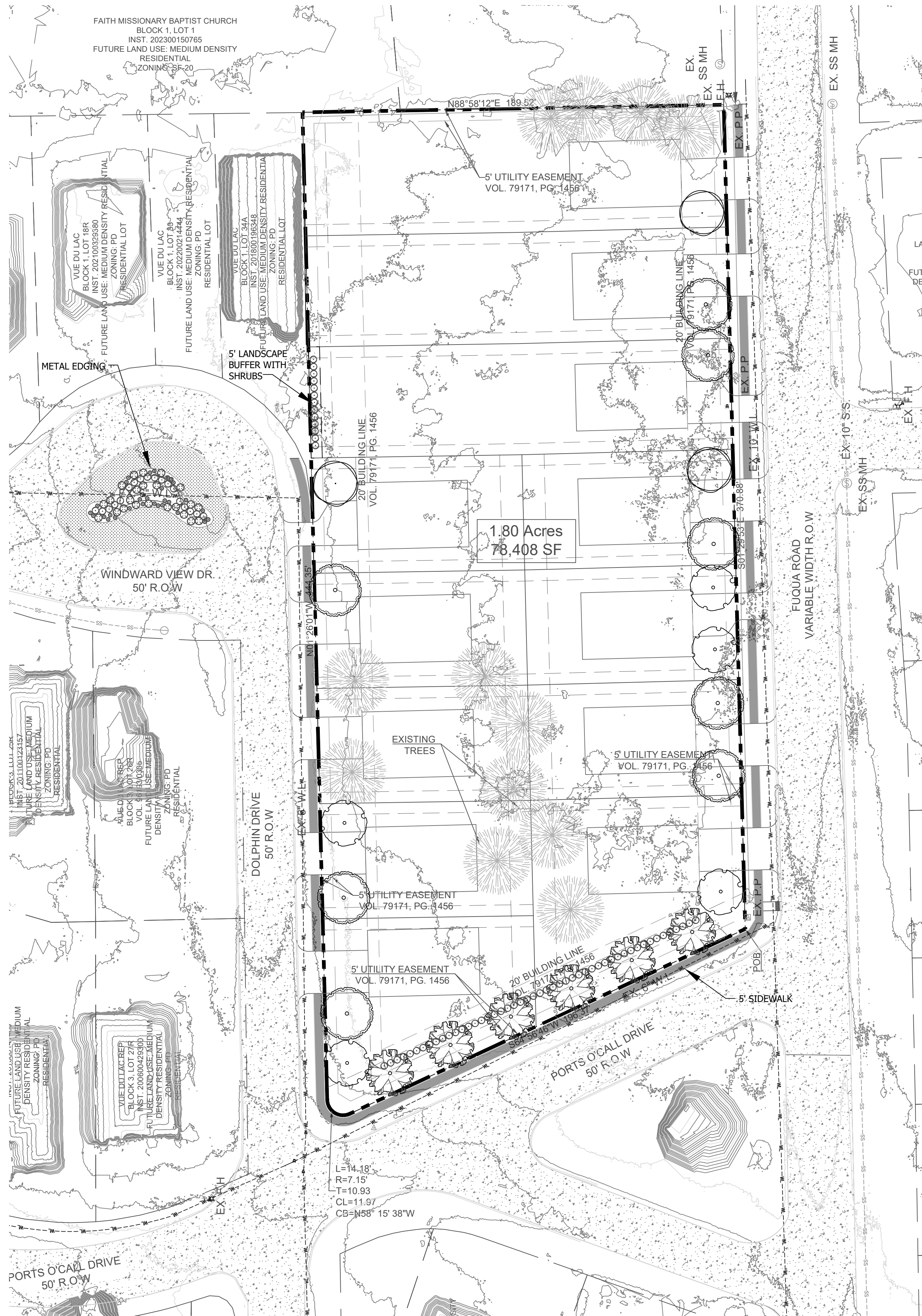
### **B. Dimensional requirements:**

- a) Maximum Density: 8 du/ac
- b) Minimum Lot Area: 5,000 square feet
- c) Minimum Lot Width: 50 feet
- d) Minimum Lot Depth: 94 feet
- e) Minimum Yards:
  - i. Front Yard: 20 feet
  - ii. Rear Yard: 10 feet
  - iii. Side Yard (Interior): 5 feet
  - iv. Side Yard (Corner): 10 feet
- f) Maximum Building Height: 40 feet or two (2) stories
- g) Minimum Living Area: 1,500 SF
- h) Maximum Lot Coverage: 65 percent
- i) Parking requirements: Minimum 2 enclosed spaces per dwelling unit.  
Front entry garages shall be allowed.

### **C. Justification for Deviations**

The modified lot dimensions, setbacks, and lot coverage standards are necessary to allow reasonable residential development of an infill parcel transitioning from commercial zoning. The standards ensure compatibility with surrounding neighborhoods while implementing the SF-5 base district in a Planned Development format. Front entry garages are allowed as the proposed single-family lots are constrained by lot width and depth, which makes the use of side-entry or “J-swing” garages impractical and infeasible. Front-entry garages are common in the surrounding area and are compatible with existing single-family development patterns





## Plant List and Schedule

### CANOPY TREES

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Cedar Elm <i>Ulmus crassifolia</i>	6	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'
	Live Oak <i>Quercus virginiana</i>	6	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'
	Red Oak <i>Quercus texana</i>	8	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'
	Bur Oak <i>Quercus macrocarpa</i>	3	3" CAL. / 14'-16' HT. / 10'-12' SPREAD	single trunk clear to 6'

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.

### SHRUBS

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Dwarf Yaupon Holly <i>Ilex vomitoria 'Nana'</i>	80	5 GAL. / 36" HT. / 36" SPREAD	container grown; full growth; 36" o.c.
	Gulf Muhly <i>Muhlenbergia capillaris</i>	23	5 GAL. / 24" HT. / 30" SPREAD	container grown; full growth
	Mexican Feather Grass <i>Nasella tenuissima</i>	29	2 GAL. / 18" HT. / 24" SPREAD	container grown

NOTE: ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED

### GROUND COVER

SYMBOL	PLANT NAME	QUANTITY	SIZE / CAL. / HT. / SPREAD	CONDITION / REMARKS
	Wildflowers <i>To be determined</i>	xxx s.f.	seed	

### LANDSCAPE REQUIREMENTS

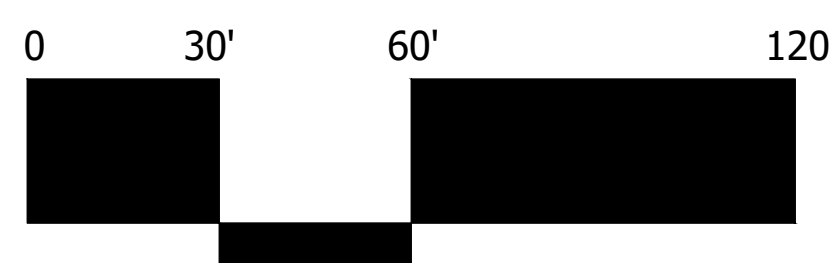
SITE AREA	-	1.80 AC	
LANDSCAPED AREA	-	0.14 AC	25.62%
<b>TREES</b>	<b>REQUIRED</b>	<b>PROVIDED</b>	
TOTAL TREES	23	23	
<b>SHRUBS</b>	<b>REQUIRED</b>	<b>PROVIDED</b>	
5 GAL.	50	50	



17 FEB 26



1" = 30'



### OWNER:

CHRISTOPHER RAE & STEPHANIE LYNN JAMES  
9970 COUNTY ROAD  
LAVON, TX 751663  
TEL: 469-406-5585  
EMAIL: CHRIS.JAMES2021@YAHOO.COM

### SURVEYOR:

CCM Engineering  
2570 Justin Road, Suite 209  
Highland Village, TX 75077  
Tel: 972-691-6633  
Contact: Cody Crannell

### ENGINEER:

CCM Engineering  
2570 Justin Road, Suite 209  
Highland Village, TX 75077  
Tel: 972-691-6633  
Contact: Cody Crannell



17 FEB 26

EXHIBIT F  
LANDSCAPE CONCEPT PLAN  
SUMMITWOOD ESTATES  
1.80 ACRES  
CHARLES D. MERRELL SURVEY  
ABSTRACT No. 957  
CITY OF ROWLETT  
DALLAS COUNTY, TEXAS, TEXAS

JAN 2026

**Attachement 1**  
**STATEMENT OF INTENT AND PURPOSE**

The purpose of this Planned Development (PD) request is to rezone the subject property from Commercial (C-1) to Planned Development – Single Family Residential (PD-SF-5) in order to facilitate compatible infill residential development consistent with the City of Rowlett Comprehensive Plan.

**Overview of Project Goals and Objectives**

The proposed Summitwood Estates development consists of twelve (12) single-family residential lots on approximately 1.80 acres. The project is intended to provide high-quality, context-sensitive infill housing that is compatible with surrounding residential neighborhoods while utilizing existing public infrastructure efficiently.

**Description of Proposed Zoning**

The subject property is currently zoned Commercial (C-1). The applicant requests rezoning to a Planned Development using the SF-5 Single-Family Residential district as the base zoning. The Planned Development establishes customized development standards to accommodate the site’s size, configuration, and adjacency to existing residential development.

**Potential Residential Density**

The development proposes twelve (12) single-family residential lots on approximately 1.80 acres, resulting in a gross residential density of approximately 6.6 dwelling units per acre.

**Section 77-805 Approval Criteria**

The proposed rezoning from Commercial (C-1) to Planned Development – Single Family Residential (PD-SF-5) satisfies the approval criteria set forth in Section 77-805 of the Rowlett Development Code, as outlined below.

1. Changing Conditions or Error: The proposed rezoning addresses changing land use conditions. Commercial zoning is no longer appropriate for this infill site, which is surrounded by residential development and designated for residential use on the Future Land Use Plan.

2. Consistency with Comprehensive Plan: The rezoning is consistent with the City of Rowlett Comprehensive Plan, which designates the site for Medium Density Residential uses, and supports the purposes of Chapter 77-103.

3. Public Health, Safety, and Welfare: Rezoning the site to residential use eliminates the potential for incompatible commercial activity and promotes a stable residential environment.

4. Transportation and Utilities: Existing public streets and utility systems are sufficient to serve the proposed residential development.

5. Natural Environment: The proposed rezoning is not expected to result in significant adverse environmental impacts. No FEMA 100-year floodplain exists on the site.

6. Impacts on Adjacent Properties: The proposed residential use is compatible with surrounding neighborhoods and is not anticipated to create adverse impacts.

7. Suitability of Zoning: The site is not well suited for Commercial (C-1) development but is appropriate for residential use under the proposed PD-SF-5 zoning.

8. Proliferation of Uses: The rezoning will not result in an excessive proliferation of single-family residential uses.

9. Compatibility of Scale: The Planned Development standards ensure future homes will be compatible in scale and character with surrounding residential development.

10. Supply and Demand: The rezoning contributes to the supply of residential land in an area with limited infill opportunities and ongoing housing demand.

### **Development Schedule**

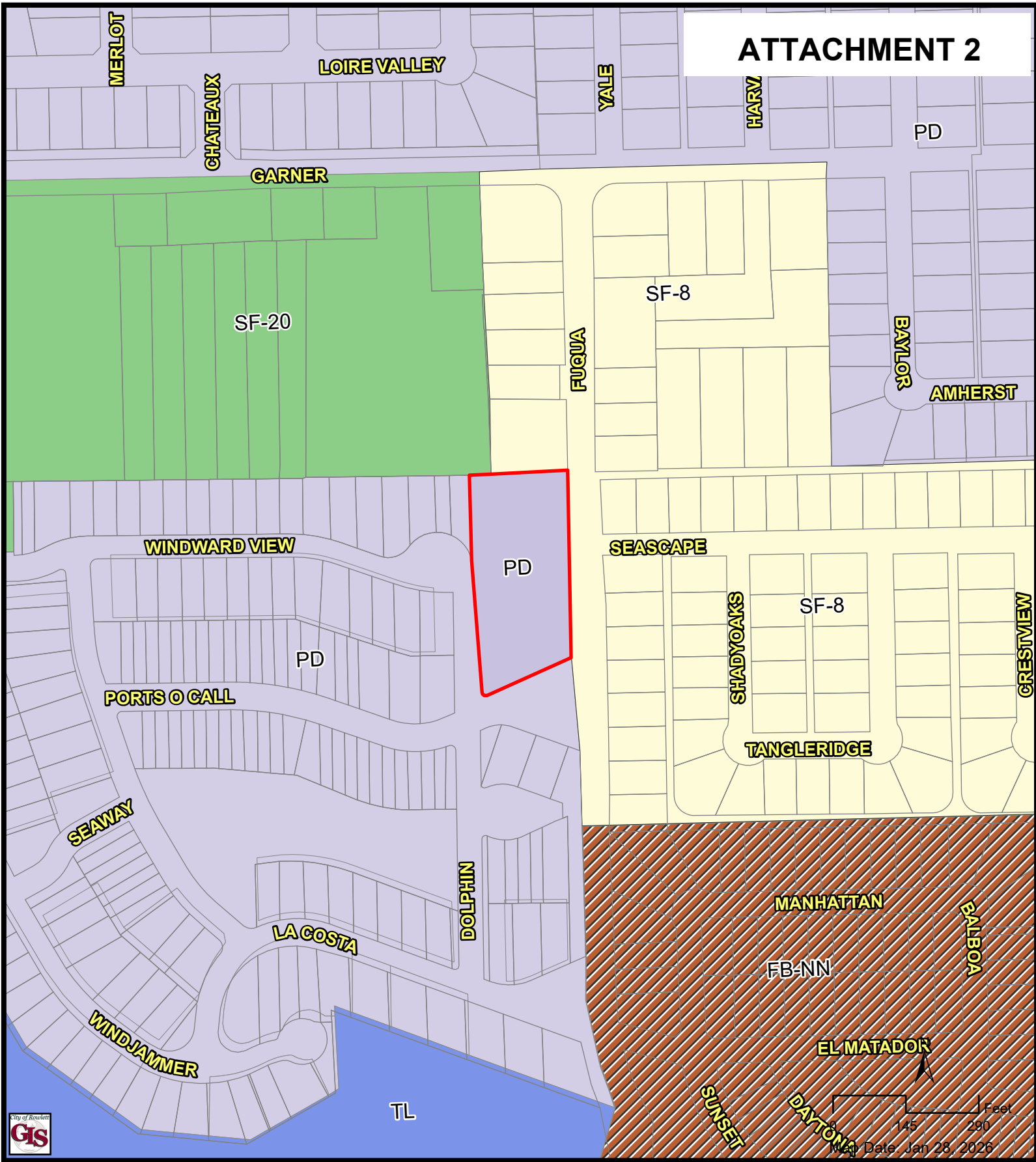
Rezoning Approval: Q1 2026

Platting: Q2 2026









Civil Plans & Infrastructure: Q2–Q3 2026

Project Completion: Q3 2027

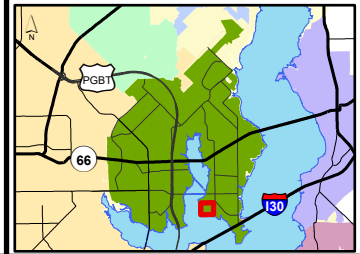
# ATTACHMENT 2



Feet  
145 290  
Map Date: Jan 28, 2026

-  City Limits
-  Site
-  Parcels
-  FB-NN
-  TL
-  PD
-  SF-20
-  SF-8

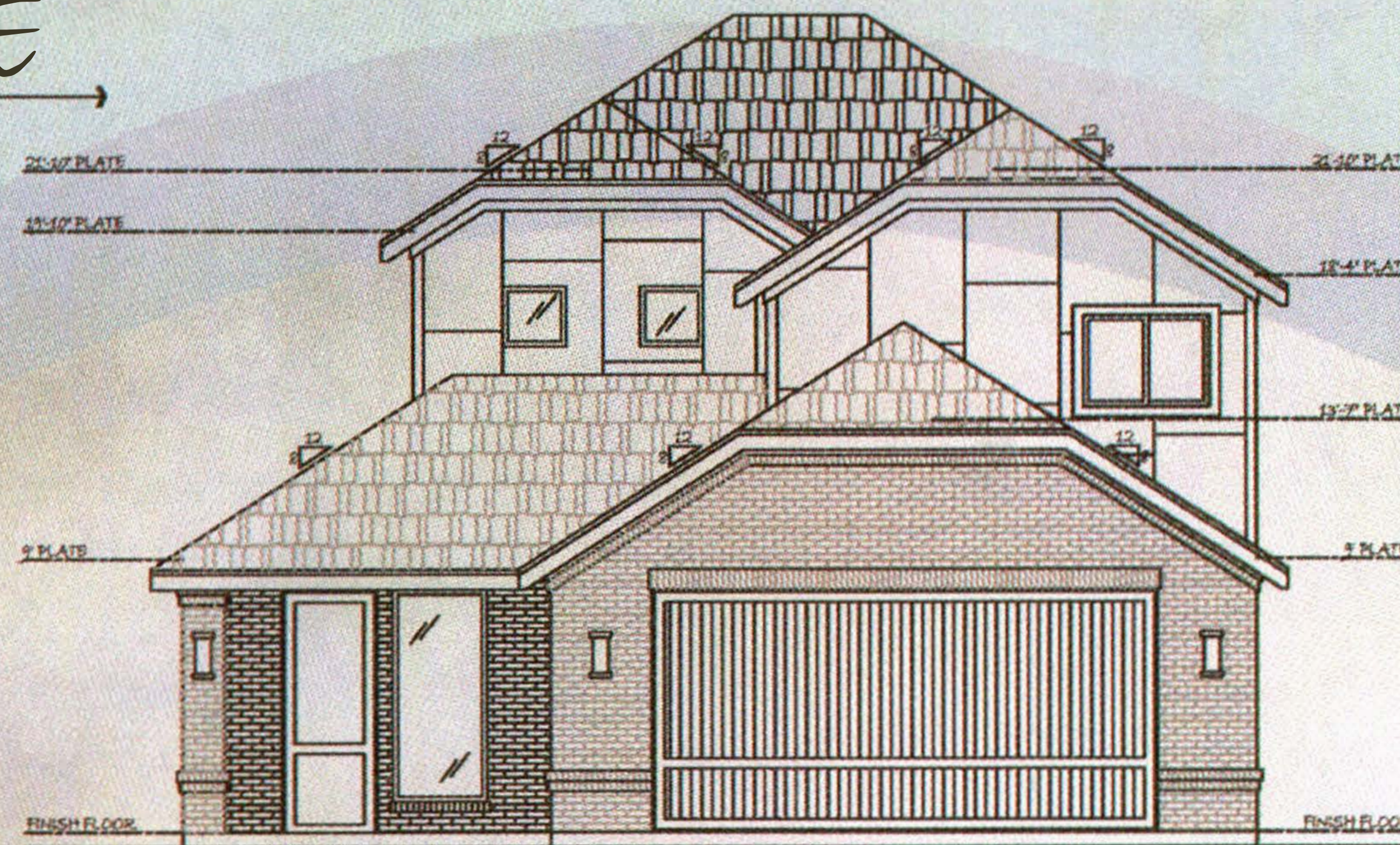
## Proposed Zoning Map



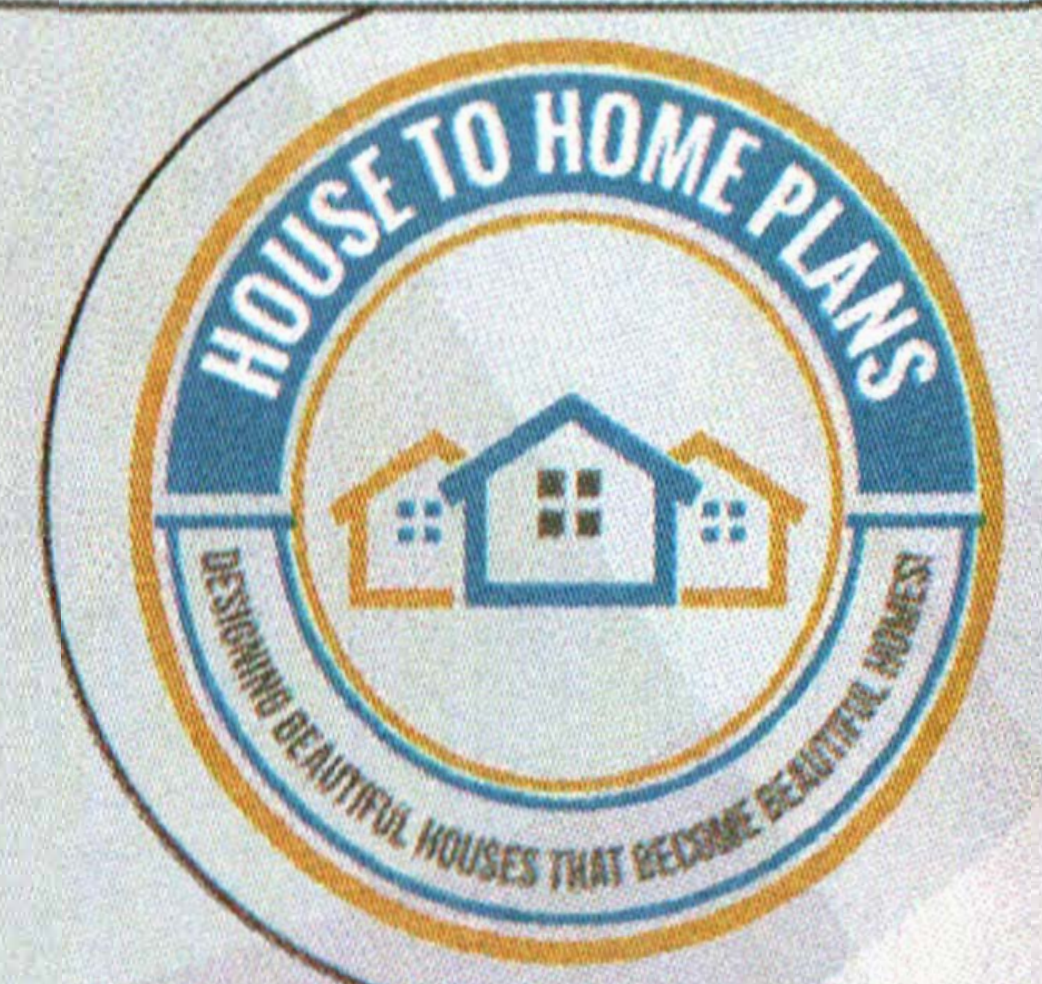
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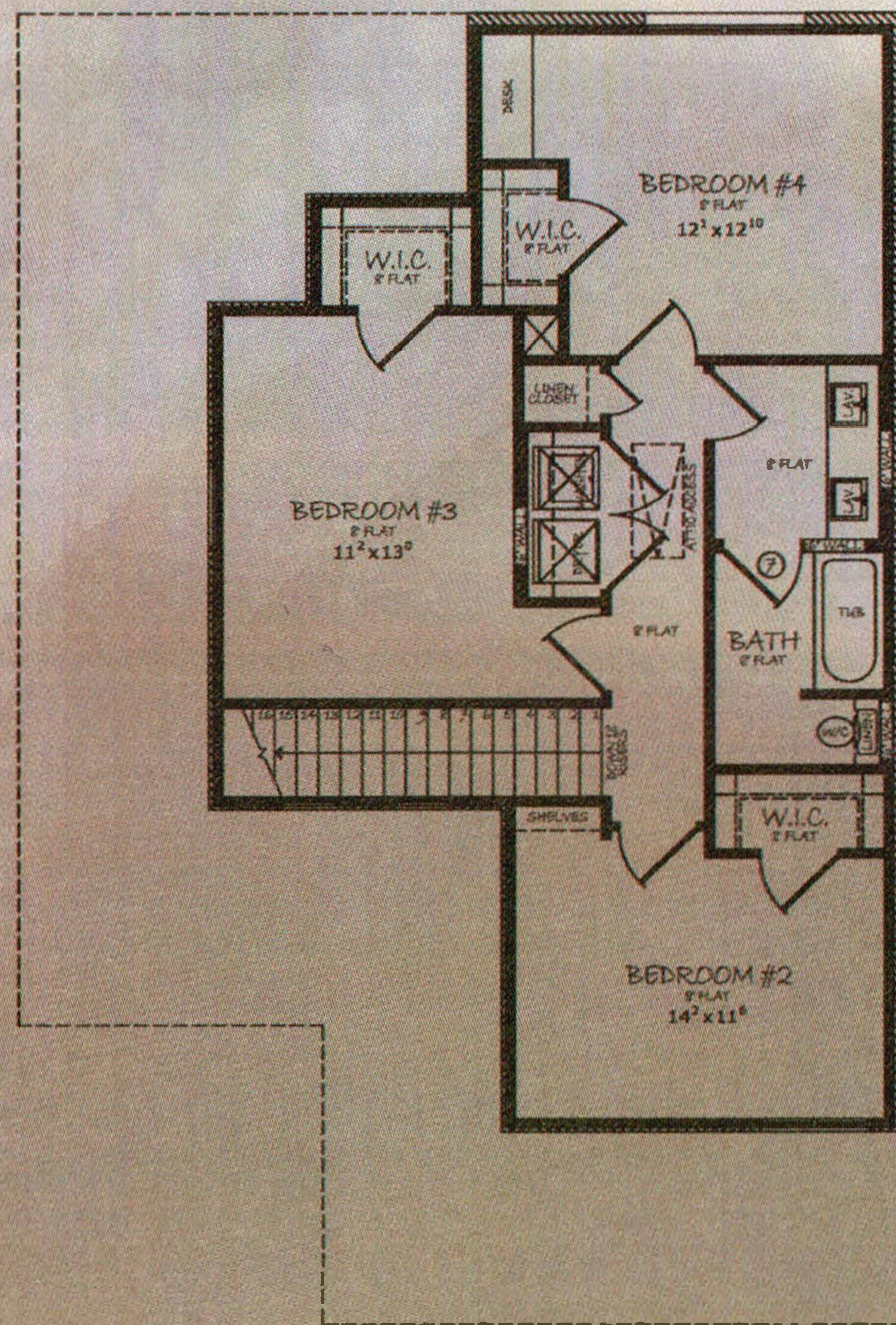
CASA - ALERE



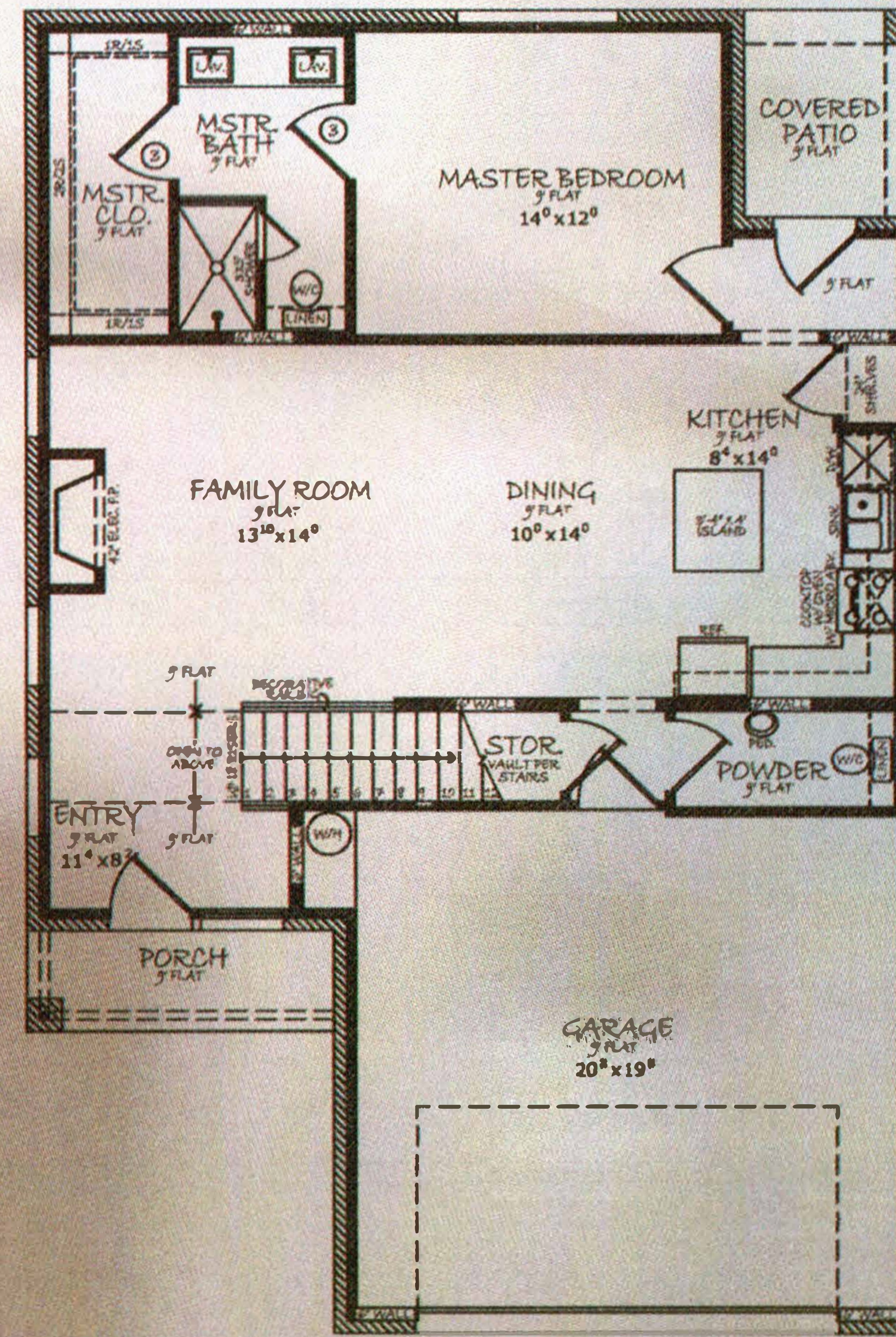
FRONT ELEVATION - C



**CASA-BELLA**<sup>®</sup>  
H O M E S



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- 4 BEDROOM W/ LUXURIOUS MASTER SUITE ON THE 1ST FLOOR INCLUDING AN OVER-SIZED SPA SHOWER
- MASSIVE OPEN CONCEPT GREAT ROOM W/ COMBINED FAMILY, DINING & KITCHEN
- 2.5 OVERSIZED BATHS
- SPACIOUS SECONDARY BEDROOMS WITH WALK-IN-CLOSETS
- GREAT STORAGE SPACE
- COVERED PORCH & PATIO
- TWO CAR GARAGE

AREAS:	SQ. FT.
FIRST FLOOR	1,078
SECOND FLOOR	599
TOTAL LIVING AREA	1,577
GARAGE	458
COVERED PORCH	47
COVERED PATIO	54
APPROXIMATE TOTAL A.U.R.	2,536

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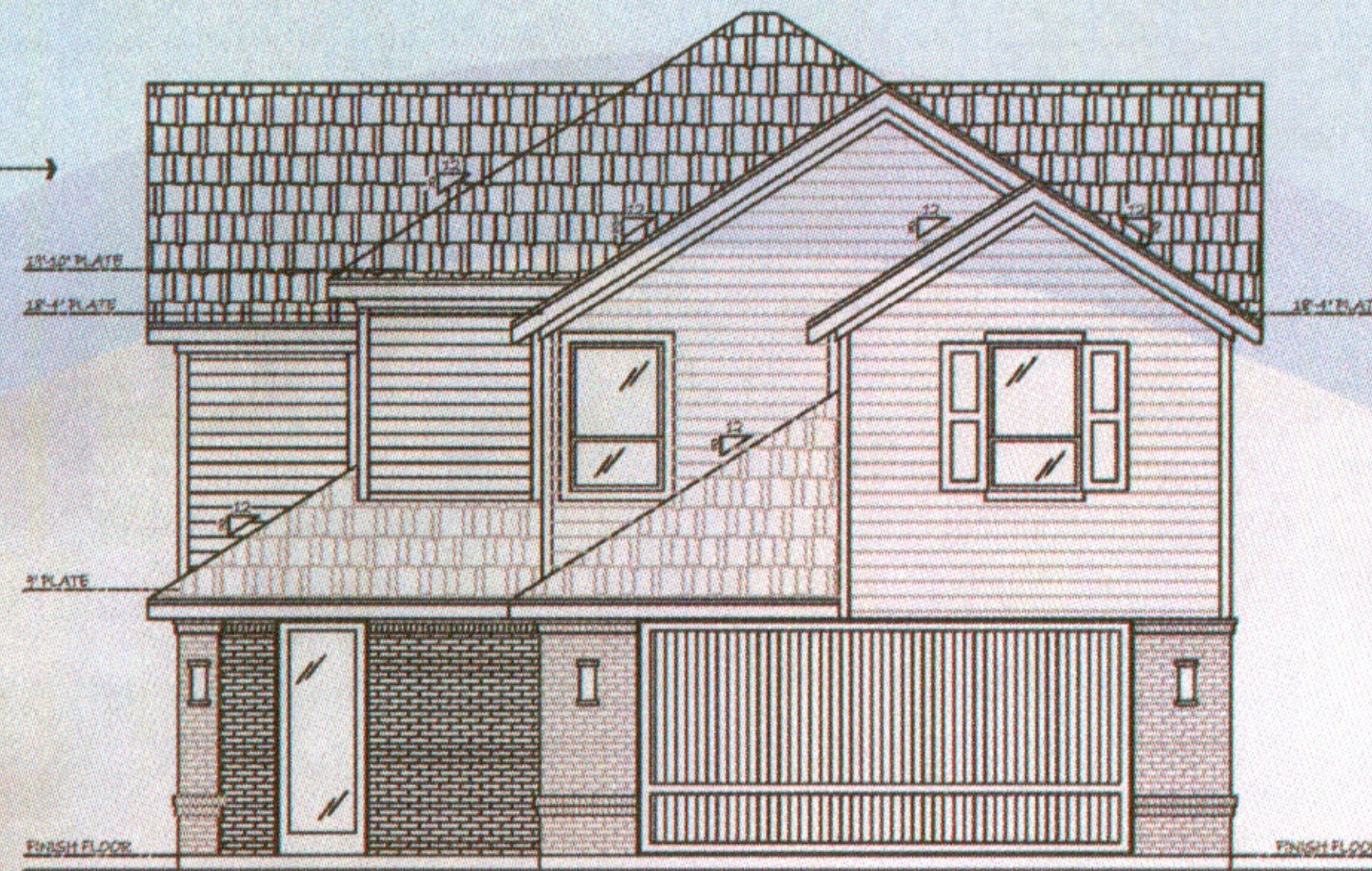
DATE  
 JULY 2019  
 DRAWN BY  
 Ty Howerton  
 CUSTOMER  
 CASA-BELLA  
 SHEET  
 MKT  
 PLAN NUMBER  
 2413-2019-18-C  
 ADDRESS  
 Crescent Heights  
 Grand Prairie, TX



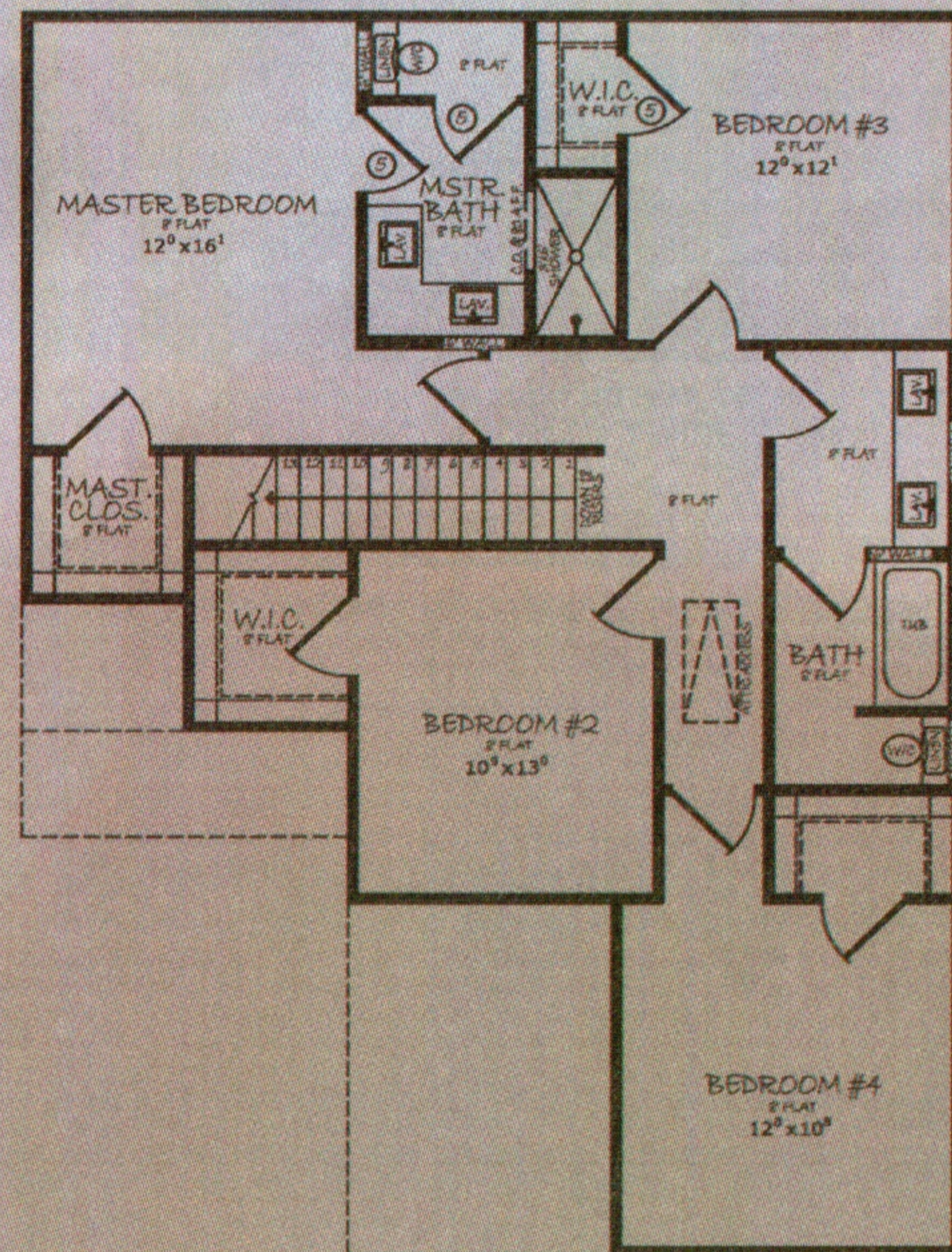
# EXHIBIT G



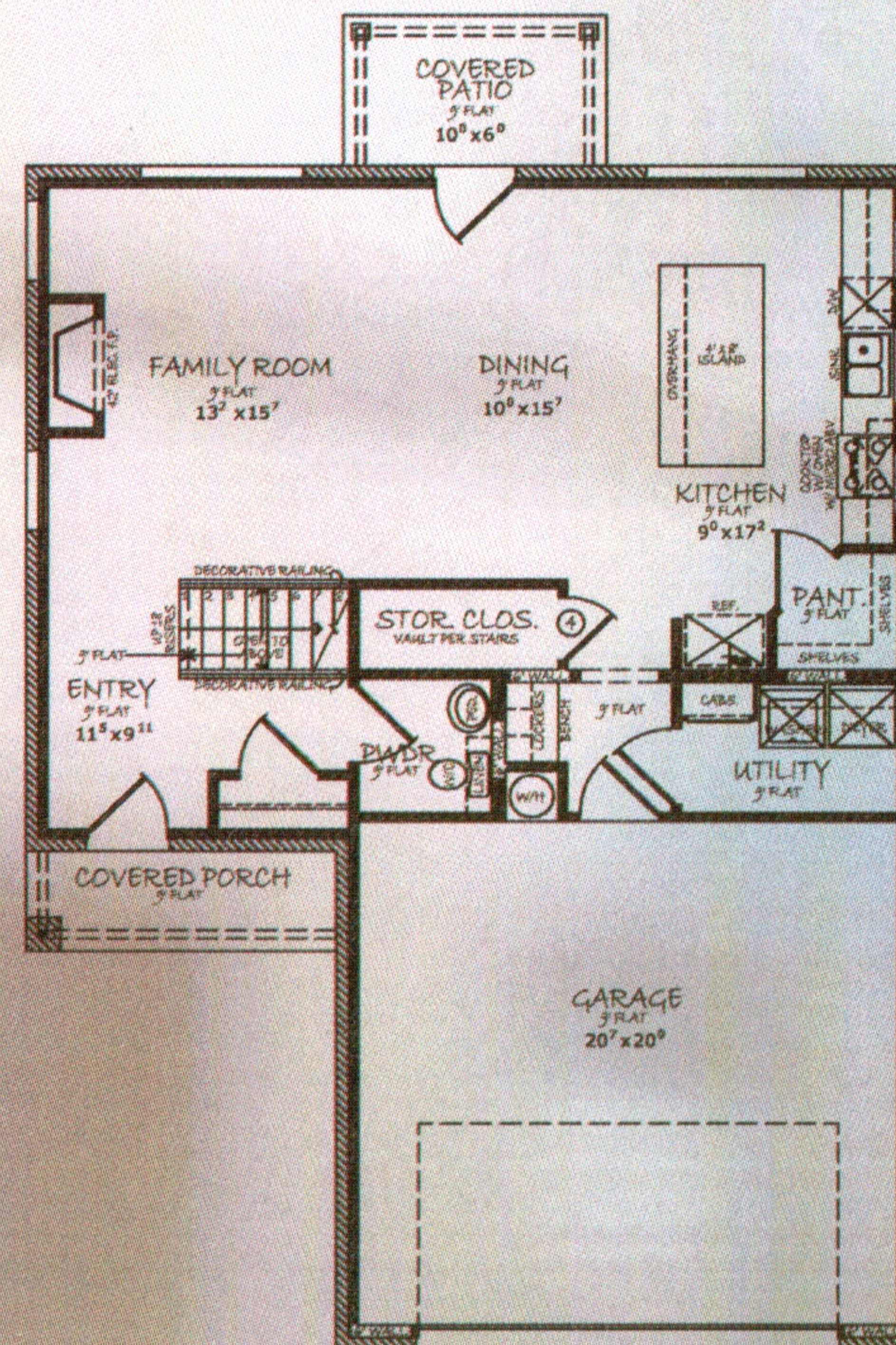
VISTA - RIO



FRONT ELEVATION



SECOND FLOOR PLAN



FIRST FLOOR PLAN

- 4 BEDROOM W/ LUXURIOUS MASTER SUITE - INCLUDING AN OVERSIZED SPA SHOWER
- MASSIVE OPEN CONCEPT GREAT ROOM W/ COMBINED FAMILY, DINING & KITCHEN
- 2.5 OVERSIZED BATHS
- SPACIOUS SECONDARY BEDROOMS WITH WALK-IN-CLOSETS
- GREAT STORAGE SPACE
- COVERED PORCH & PATIO
- TWO CAR GARAGE

AREAS:	SQ. FT.
FIRST FLOOR	920
SECOND FLOOR	1,165
TOTAL LIVING AREA	2,065
GARAGE	466
COVERED PORCH	47
COVERED PATIO	60
APPROXIMATE TOTAL A.M.R.	2,638

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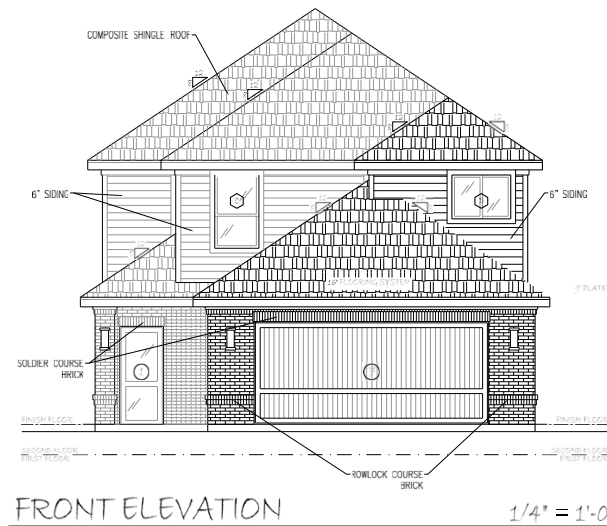
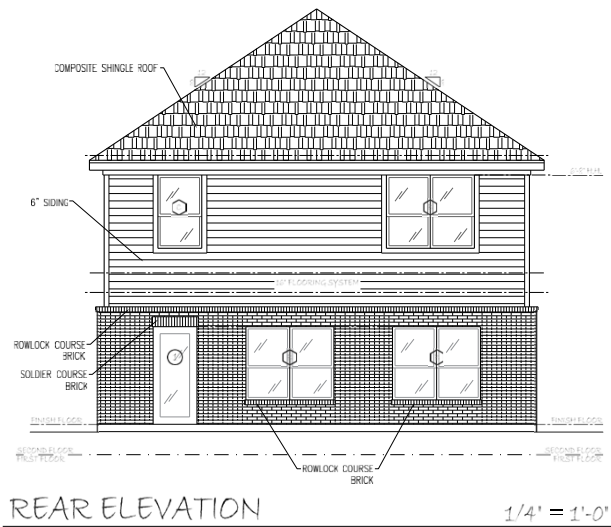
DATE  
 JULY 2019  
 DRAWN BY  
 Ty Howerton  
 CUSTOMER  
 CASA-BELLA  
 SHEET  
 MKT

PLAN NUMBER  
 2413-2019-19-A

ADDRESS  
 Crescent Heights  
 Grand Prairie, TX

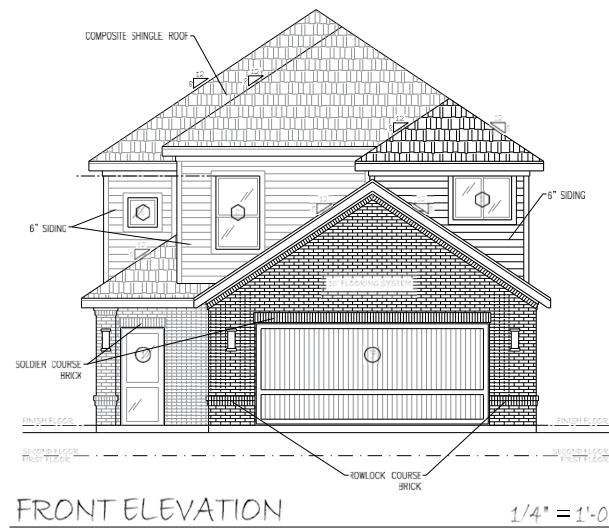
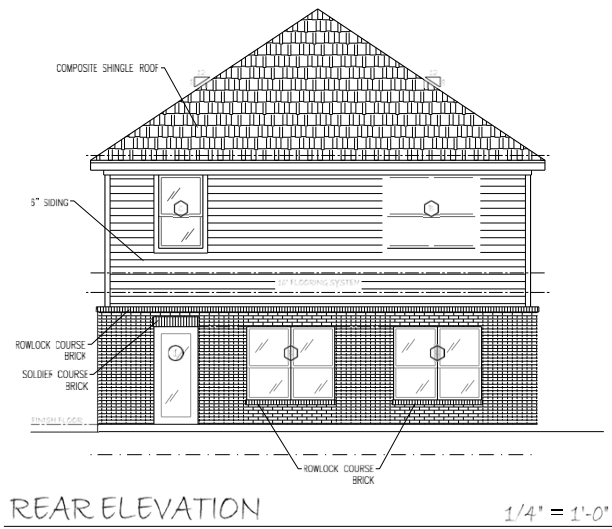
# Attachment 3

## BROADWAY – B -



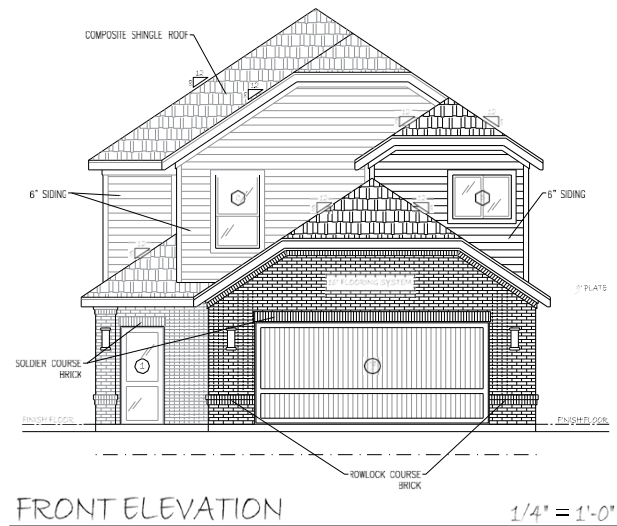
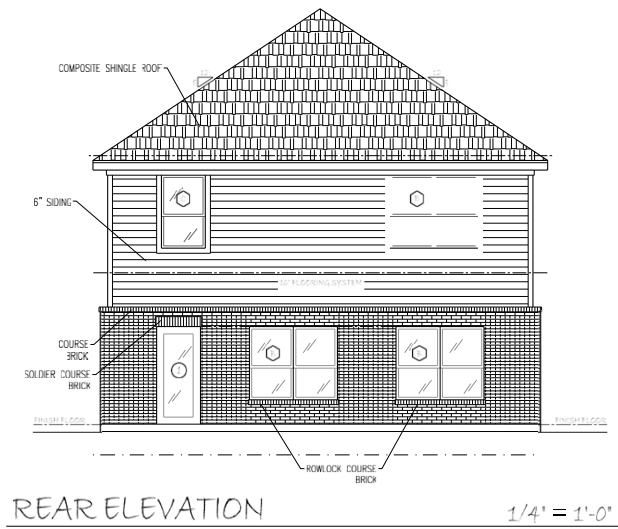
# Attachment 3

## BROADWAY – C -



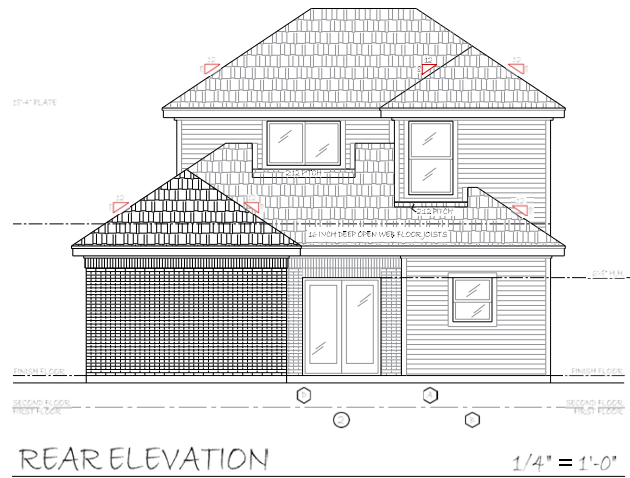
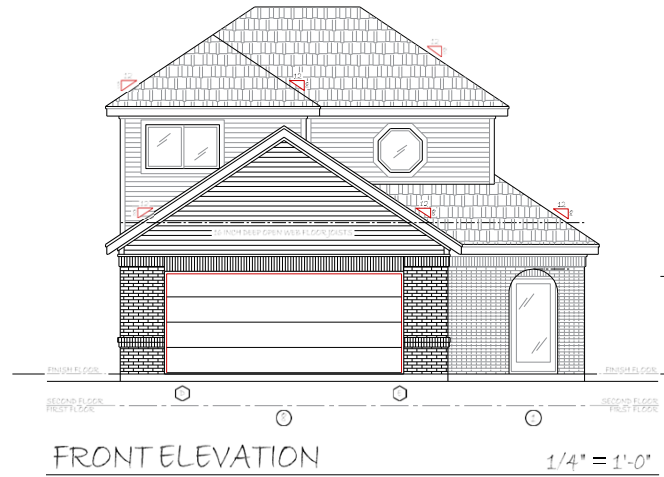
# Attachment 3

## BROADWAY – D -



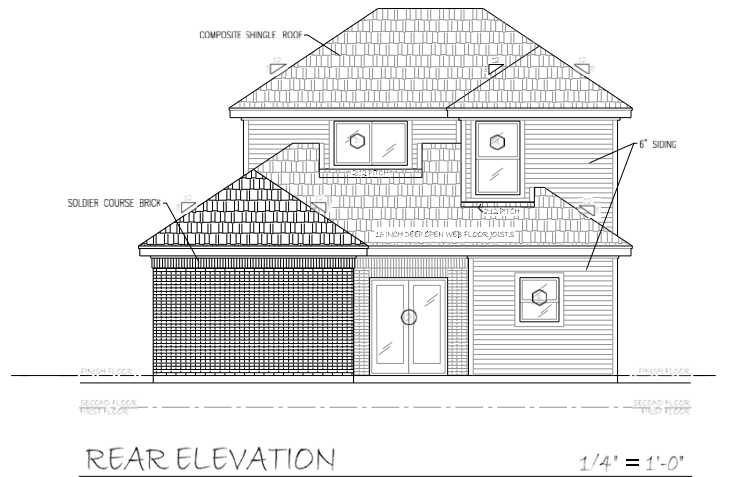
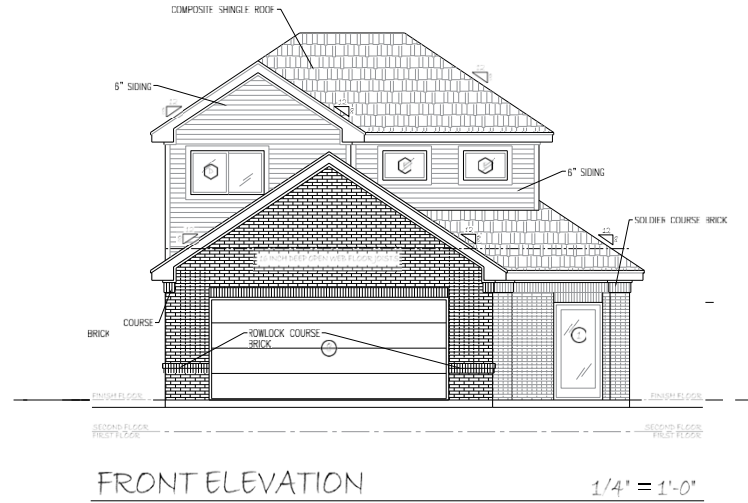
# Attachment 3

## SEVILLA - FERRIS



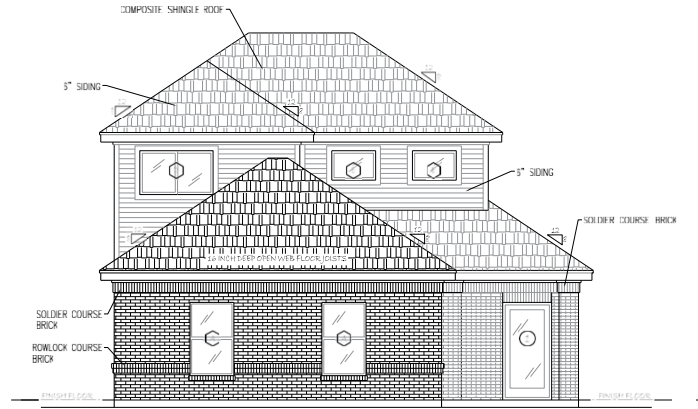
# Attachment 3

## SEVILLA – FLORES – FRONT GARAGE -



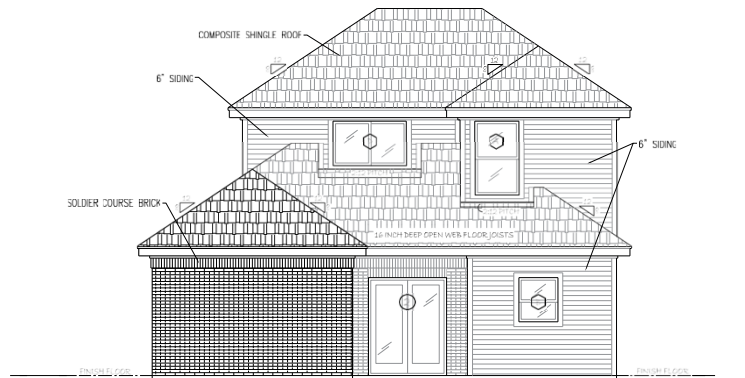
# Attachment 3

## SEVILLA - FLORES



FRONT ELEVATION

$1/4" = 1'-0"$



REAR ELEVATION

$1/4" = 1'-0"$

# Attachment 3

## SEVILLA - MIRAMAR

