



City Council Meeting Agenda

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

Tuesday, June 2, 2026

7:00 PM

Municipal Building – 4000 Main

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

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

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

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

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

Invocation

Pledges of Allegiance

1. Call to Order

2. Presentations

2.A. 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): May 13, 2026, City Council Special Meeting, May 14, 2026, City Council Special Meeting, May 18, 2026, City Council Work Session, and May 19, 2026, City Council Meeting.

4.B. Consider action approving the purchase and installation of a Biological and Vapor-Phase Odor

Control Program.

Consider action to adopt a resolution authorizing the purchase and installation of a Biological and Vapor-Phase Odor Control Program from In-Pipe Technology Company, Inc., a sole source vendor, for a total price not to exceed \$140,000.00; 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 Letter of Credit Agreement with Coyle Lakes LLC.

Consider action to adopt a resolution authorizing the Mayor to execute a Letter of Credit Agreement between the City of Rowlett, Texas, and Coyle Lakes LLC in the amount of \$161,405 for Phase I and \$142,047 for Phase II as financial guaranty to secure the installation of landscape improvements to serve Coyle Estates, an approximately 11-acre residential subdivision located north of Main Street and south of Edgewater Drive.

4.D. Consider action approving Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC.

Consider action to approve a resolution authorizing Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC, to evaluate alternative sites and development options for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings, in an amount not to exceed \$187,000; authorizing the Interim City Manager or his designee to execute the Amendment and all necessary and related documents; and providing an effective date.

5. Executive Session

5.A. 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.

5.B. The City Council shall convene into closed, executive session pursuant to Texas Government Code, §551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

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

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.

7. 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 May 27, 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
City Council Agenda Item**

Meeting Date: 6/2/2026

Agenda Item: 4.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): May 13, 2026, City Council Special Meeting, May 14, 2026, City Council Special Meeting, May 18, 2026, City Council Work Session, and May 19, 2026, City Council Meeting.

Staff Representative

Deborah Sorensen, City Secretary

Executive Summary

Section 551.021 of the Government Code provides as follows:

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

Strategic Priority and Goal(s)

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

Background Information

N/A

Discussion

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

Financial/Budget Implications

N/A

Recommended Action

Move to approve minutes from the following City Council meeting(s): May 13, 2026, City Council Special Meeting, May 14, 2026, City Council Special Meeting, May 18, 2026, City Council Work Session, and May 19, 2026, City Council Meeting.

Attachments

1. 05.13.26 City Council Canvass Minutes
2. 05.14.26 City Council Special Meeting Minutes
3. 05.18.26 Work Session Minutes
4. 05.19.26 City Council Meeting Minutes

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

Wednesday May 13, 2026

5:30 P.M.

Municipal Building – 4000 Main

Present: Mayor Pro Tem Winget, Mayor Pro Tem Schupp, Deputy Mayor Pro Tem Britton, Councilmember Reaves, Councilmember Gibbs, Councilmember E. Bowers, Councilmember J. Bowers III

INVOCATION

Deputy Mayor Pro Tem Britton gave the invocation.

PLEDGES OF ALLEGIANCE

City Council led the pledges of allegiance.

1. CALL TO ORDER

Mayor Pro Tem Winget called the meeting to order at 6:02 p.m.

2. CITIZENS INPUT

1. Debra Shinder, Rowlett – Spoke to the outgoing councilmembers stating there is life after City Council. She thanked City Council for their service and wished good luck to new councilmembers.

3. INDIVIDUAL CONSIDERATION

- 3A.** Consider action to adopt a resolution canvassing the results of the General Election held Saturday, May 2, 2026, for the election of Councilmembers Places 1, 3, and 5.

Deborah Sorensen, City Secretary, stated the results of the May 2, 2026, General Election are as follows:

Place 1:

Chris Kizziar received 1,212 votes, 55.34% of the vote.

Betsy White received 978 votes, 44.66% of the vote.

Place 3:

Byron Fassett received 1,166 votes, 53.14% of the vote.

Scott Hart received 1,028 votes, 46.86% of the vote.

Place 5:

Robbert van Bloemendaal received 601 votes, 27.23% of the vote.

Carter Holston received 1,606 votes, 72.77% of the vote.

City Charter requires all candidates running for Mayor or Councilmember shall be elected by a majority vote of all votes cast. Chris Kizziar is duly elected to Councilmember Place 1. Byron Fassett is duly elected to Councilmember Place 3. Carter Holston is duly elected to Councilmember Place 5.

A motion was made by Councilmember Reaves, seconded by Councilmember J. Bowers III, to adopt a resolution canvassing the results of the General Election held Saturday, May 2, 2026, for the election of Councilmembers Places 1, 3, and 5. Motion passed 5-0.

This item was approved as RES-26-05-37R.

4. PRESENTATIONS

4A. Recognition of outgoing Councilmembers Jonathan Reaves and Elise Bowers, and Mayor Pro Tem Schupp.

Mayor Winget presented a plaque and a street sign with the Councilmember's name and years of service. State Representative Rhetta Bowers presented each outgoing Councilmember with a Certificate of Recognition issued by the State of Texas House of Representatives.

Councilmember Reave gave a brief statement. He stated that it has been an honor to serve here. He loves this city and the residents. His goal was to make Rowlett better and to make decisions that would impact Rowlett in a positive direction that goes out 40 years from now. There are things he wished he had done differently, but he gave it his all. He thanked all the residents for putting trust in him. He considers everyone his friend.

Councilmember Bowers gave a brief statement. She thanked everyone for their support and getting to know everyone. She asked the incoming City Council to endure the complexity and the discomfort of competing interests. Sit with it long enough to actually understand what is in front of you before you decide. The public is not an interruption. They are the reasons why we are here. 75 years ago, ordinary people and neighbors came together and decided to build a water tower so that families no longer had to carry water by hand from the well to their home. Imagine what that meant in their lives. That is what government is for. Real people, real problems, but real solutions that are built together. It has been an honor in her life to serve the neighbors of Rowlett. She leaves with deep faith in this City's future. She hopes that City Council will honor the 75th Anniversary by remembering who built this place, ordinary people who just wanted a better life and had the courage to act together to get it.

Mayor Pro Tem Schupp gave a brief statement. He congratulated the new City Councilmembers, and he wished them the very best. He knows that they will do a great job in their term and will be wonderful representatives for the City of Rowlett. It has been an honor and privilege to serve the citizens of Rowlett for the past three years. He leaves knowing that they have accomplished great things and is certain more great things are in our future. In his time on Council, he has been guided by a single principle, and that is to make decisions based on what he believed is the best interest

of the City of Rowlett and all citizens. It has often been difficult to do, but he is proud that he has been able to follow that principle to the best of his ability. He thanked all the Councilmembers for their leadership and city staff for their tireless dedication to our City. He thanked his wife Kerrie for standing by him during this journey. He looks forward to beginning retirement and spending more time with his wife and family.

4B. Conduct oath of office for newly elected Councilmember Places 1, 3, and 5.

Judge Kilgore administered the Oath of Office for newly elected Councilmember Chris Kizziar for Place 1

Judge Kilgore administered the Oath of Office for newly elected Councilmember Byron Fassett for Place 3.

Judge Kilgore administered the Oath of Office for newly election Councilmember Carter Holston for Place 5.

The newly elected Councilmembers took their seats at the dais.

Councilmember Kizziar gave a brief statement. He thanked everyone that voted for him. They have a very big job ahead of them and he is excited to tackle the problems that are going on right now. He feels confident that with this City Council, we will solve these problems within reason. He thanked the residents for their confidence as well. He looks forward to serving them.

Councilmember Fassett made a brief statement. He thanked everyone for this opportunity. He does look at this as an opportunity and a privilege to do this. He thanked all that voted for him and the ones that didn't, he really wants to work to earn that vote. He loves this City and he thinks they have a wonderful opportunity ahead of them. He is looking for to working with the public and being open to what you have to say. He will meet any time or any place.

Councilmember Holston made a brief statement. He owes a debt of gratitude to everyone and thanked them for their support. He introduced his campaign manager. It was a lot of work, but it couldn't have got done without so many friends helping out trying to make our city better. He had a long career and decided about mid-term how he would measure himself. He came up with three things; did he operate with the highest level of ethics, honesty, and integrity. Did he make things better? Did he do any harm? Those are the three guiding principles that you will hold him accountable for. Things kind of shift tonight, where they did a lot of talking on the campaign, now it is time to listen. He takes this very seriously and considers it an honor to serve.

State Representative Rhetta Bowers presented each newly elected Councilmember with a Certificate issued by the State of Texas House of Representatives.

5. ADJOURNMENT

Mayor Pro Tem Winget adjourned the meeting at 6:43 pm.

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Thursday, May 14, 2026

5:30 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Deputy Mayor Pro Tem Mike Britton, Councilmember Chris Kizziar, Councilmember Marvin Gibbs, Councilmember Byron Fassett, Councilmember Carter Holston, and Councilmember John Bowers III

1. CALL TO ORDER

Mayor Winget called the meeting to order at 5:32 p.m.

2. CITIZENS INPUT

1. Michelle Nouvel, Rowlett – She is looking forward to the new City Council and what they will accomplish. She thanked city staff for getting her two items resolved; the lights at PGBT and Miller Road have been resolved and the turning lane at Main Street and PGBT has been painted.
2. Michael Glynn, Roanoke – He is the IAFF's 11th District Vice-President. He represents all the professional firefighters of Oklahoma, Texas, and the Panama Canal zones. City Council has the authority to hire and fire the City Manager. He answers to the City Council. Spoke against the Interim City Manager.
3. Josh Brock, Richardson – He speaks on behalf of 105 firefighters of Rowlett Firefighters' Association Local 3358. They requested a seat at the table and city management denied that request. Trust has been broken. He spoke against the Interim City Manager.
4. Norman Gates, Rowlett – He has been a resident of Rowlett for about three years. He supports the firefighters and their choice of who they want to lead them. He supports an open and fair process of selecting a new fire chief.
5. Dave Holl, Rowlett – Spoke regarding the Miller Road project. Miller Road is concrete except for the area in front of his store and property. This is poor planning.
6. Shelby Coleman, Rowlett – Spoke about management and culture. The charter defines authority while the organizational chart defines the culture in which that authority is exercised. The organizational chart define accountability, representation, and flow of leadership.
7. Alison Houpt Felderhoff, Rowlett – Spoke regarding being hopeful of being heard and strong leadership. Congratulated new City Councilmembers. Many worked hard to support you because we believe that Rowlett needs a new direction and leaders to stand firm when difficult decisions need to be made. She spoke against the Interim City Manager. Spoke in support of the firefighters and Chris Ensley.
8. Kara Solis, Rowlett – She congratulated the new City Councilmembers. She spoke against the Interim City Manager. She has faith and confidence that this city can turn around.
9. Beth Crockett, Rowlett – She congratulated the new City Councilmembers. They worked hard to get the new council elected and they believe in them. She had concerns with Kristoff Bauer

being appointed as Interim City Manager, based on her personal dealings with him. She looks forward to the City getting a new City Manager.

10. Denise Eljoohi, Rowlett – Stated Chris Ensley deserves to be fire chief. Spoke against the accessory building at 6602 Warwick. Claimed that city management is sidelining code enforcement from doing their job.
11. Hasan Eljoohi, Rowlett – Hopeful that this City Council will look into his concerns. Spoke against the accessory building at 6602 Warwick.
12. Nam Pham, Rowlett – There is a lack of ownership and leadership of city employees and management. The DMV gives better service than the City of Rowlett. The City needs to change leadership.

3. EXECUTIVE SESSION

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

Mayor Winget adjourned the meeting into Executive Session at 6:04 pm.

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

Mayor Winget reconvened the meeting at 10:09 pm.

Mayor Winget read a statement. The following words have been written by every member of the City Council, myself included, as we recognize the need for stability in our community. This has been a difficult and important evening for our community, and we want to begin by thanking everyone who came in person to speak, everyone who emailed members of the City Council, and everyone who has taken time to engage on this issue.

We know many of you are frustrated. We know many of you are concerned. And we know that much of what has been shared with us comes from a place of deep care for Rowlett, for our Fire Department, and for the people who serve this city every day.

We heard the desire for this City to move forward in a way that respects our employees, listens to our residents, and restores trust where trust has continued to be strained. We are also committed to moving forward in a way that acknowledges the operational realities and needs of Rowlett.

As a City Council, we are united in our support for the direction of the City. We are also united in our belief that Rowlett needs stability, accountability, and clear communication as we move through this period of transition.

Following our discussion tonight, the City Council has provided corrective action to the Interim City Manager. That action is firm, and it will include increased involvement by the City Council. Specifically, we have committed to instituting frequent reviews of performance, activities, communication, and progress until the permanent City Manager position is filled. This is not a small matter, and we do not intend to treat it like one.

The search for our next City Manager will be discussed during our work session on Monday, May 18. It is our expectation that the City Council will come to consensus shortly thereafter to move forward with the engagement of a search firm. The hiring of a permanent City Manager is one of the most important responsibilities of the City Council, and we intend to approach that process strategically, deliberately, and with the long-term interests of Rowlett in mind.

We also want to directly acknowledge the position shared by members of the fire department. We respect the voices of those who serve our community day and night, and we are grateful for their service and commitment to keeping Rowlett safe.

The City has a responsibility to ensure that Rowlett's future Fire Chief stands strong for the next chapter of public safety in our community. That responsibility requires a process that is fair, thoughtful, thorough, and capable of producing confidence in the final decision.

We recognize that restarting or extending this process creates additional frustration. We do not dismiss that. But we also believe the current situation is not sustainable, and that moving forward requires measured steps that restore trust, provide stability, and give the Fire Department a meaningful opportunity to be heard.

Listening cannot simply be something we say, but it must be accompanied by action. To that end, in the next couple weeks, the City will be working with an independent consultant to perform a management review of the department. The goal of this review is to help identify the desired characteristics and skills needed in the future Fire Chief and to refine the recruitment process. The consultant will be interviewing Department personnel from all ranks and all levels of tenure within the Fire Service. Action matters, and this is one example of the kind of work that must be executed if we are going to move forward constructively.

We also acknowledge the frustration many residents have expressed about communication. Since February 28, it has been the directive of the City Council to fill open positions across the City, including the Director of Communications and Community Engagement. That role has now been filled by a seasoned professional in his field, and we are encouraged by the impact he will have on the City's ability to communicate more effectively, more clearly, and more transparently with the public.

In that same spirit, the City will schedule a public forum following the completion of the community survey to provide an open opportunity for the City Manager's Office and department directors to engage with the public, answer questions, listen to concerns, and continue rebuilding lines of communication with our residents.

With that said, we also want to be clear about the work ahead. The City Council will continue working closely with the Interim City Manager to guide and direct the next steps before us. That includes improving communication and engagement with the public, moving forward with the strategic and deliberate hiring of a permanent City Manager, and ensuring a thoughtful and inclusive process for the selection of a permanent Fire Chief.

There were a number of comments tonight about hope for Rowlett. We believe that hope is still here. Hope does not mean ignoring problems. Hope does not mean pretending that frustration is

not real. Hope means believing that we can do better and then accepting the responsibility to do better. That responsibility belongs to all of us who serve this community.

Stability will not come from one meeting, one appointment, or one statement. It will come from measured steps, accountability, listening to staff, listening to residents, extending an olive branch where trust has been strained, and remaining focused on what is best for Rowlett.

Our ask of the community is this: please stay engaged but also give this process the opportunity to move forward in a better direction.

We know there is work to do. And as a City Council, we are committed to doing that work.

Sincerely, the Mayor and every member of the City Council

No action taken.

5. ADJOURNMENT

Mayor Winget adjourned the meeting at 10:15 pm.

DRAFT

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

Monday, May 18, 2026

6:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Deputy Mayor Pro Tem Britton, Councilmember Chris Kizziar, Councilmember Marvin Gibbs, Councilmember Byron Fassett, Councilmember Carter Holston, 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. Shelby Coleman, Rowlett – Wants to see Downtown developed. Would like to see the Downtown Strategic Plan go through. Wants a Downtown Board and to revisit the TIRZ.

3. WORK SESSION

- 3A.** Receive a presentation regarding proposed amendments to the Rowlett Development Code (RDC) and Form Based Code (FBC) regarding requirements for a Special Use Permit for Liquor Store use.

Munal Mauladad, Interim Assistant City Manager, presented this item. Neither the RDC nor FBC define “Liquor Store” as a distinct land use. Liquor stores are permitted by-right under general retail categories. There is no added review for community impacts. In the RDC, Retail (General) is the sale/lease of goods; no alcohol-specific category. In the FBC, Retail Sales is the sale of merchandise, food, beverages. Liquor stores fall into broad retail categories without differentiation. Currently, there are nine liquor stores in the city. Staff recommend requiring a SUP for a liquor store. It provides public engagement, ensures analysis of site-specific impacts, evaluates compatibility with surrounding uses, addressed proliferation, and not intended for special privileges or hardship relief. The proposed definition of Liquor Store is “A business, or building or structure of any type containing a business, that sells alcoholic beverages (as that term is defined in the Texas Alcoholic Beverage Code, Section 1.04) including liquor (as that term is defined in the Texas Alcoholic Beverage Code, Section 1.04) for consumption off-premises. The term “liquor store” shall exclude grocery stores or convenience stores in which beer and/or wine is offered for sale as a minor part of an overall larger inventory of goods. It shall also exclude a restaurant that is otherwise operating in accordance with its approved liquor license and all other provisions of the law”.

This would require an amendment of Article 6 Definitions in FBC and an amendment to Section 77-11-3.c.11 to add a new section defining a liquor store use in RDC. Staff is proposing a separation requirement of minimum spacing of 1,000 feet between each use (property line to property line). This will prevent clustering and protect neighborhood character. This will not be retroactive. Staff is proposing to add formal definition, update use tables to require SUP, add distance separation

requirements, and adopt two corresponding ordinances for the RDC and FBC. If there is a consensus, the next step would be for Planning & Zoning Commission to have a public hearing and make a recommendation to City Council and City Council to receive a recommendation from Planning & Zoning Commission, have a public hearing and adopt the two corresponding ordinances. No action is required currently. Staff is requesting City Council to consider the presentation and provide directions.

Mayor Winget confirmed that current liquor stores would be legal non-conforming. He requested that if the liquor store changed ownership, then it would require a SUP. He also confirmed that restaurants, convenience stores, and grocery stores would be exempt from requiring a SUP. Mayor Winget is in support of this requirement. Deputy Mayor Pro Tem Britton asked if it affects any liquor stores currently in the TABC application process. It would not. Councilmember Holston applauded Mayor Winget for bringing this forward and for staff working on this. He would like to see something that would prevent a liquor store being next to a bar. He likes the 1,000 sq. ft. minimum between liquor stores. He does not want a vape shop in a liquor store. Councilmember Fassett asked if the 1,000 sq. ft. requirement could be increased. Courtney Morris, City Attorney, stated that it could not be more than more restrictive than TABC regulations and state law. Councilmember Holston wants the most restrictive requirements possible.

Mayor Winget reminded everyone that the voters approved allowing liquor stores and that is why we have them. Councilmember Bowers III is in support of the SUP requirement. Mayor Winget stated the intent is to prevent proliferation of liquor stores. The SUP will be required of all new liquor stores. Ms. Mauladad stated this will be placed on the next Planning & Zoning Agenda. She will include a change in ownership which will trigger a SUP. After Planning & Zoning has heard the request, they will bring back a recommendation to City Council.

3B. Receive an update regarding the implementation of the Downtown Strategic Plan.

Munal Mauladad, Interim Assistant City Manager, presented this item. The Downtown Strategic Plan was adopted on October 15, 2024. The Plan established long-term Downtown vision and implementation priorities. It created three primary focus areas, Land Use & Character, Mobility & Connectivity, and Placemaking & Public Spaces. The five Downtown Districts are The Downtown Core, The Civic Heart, The Makers District, The Retail Ring, and The Cottage District. In 2018 RSM presented Downtown wayfinding and signage strategy. In 2023 there was the Downtown branding survey and identity concepts of logo, furniture, and Public Art (murals). On February 3, 2025, City Council received a presentation regarding Downtown. The implementation has not been realized. The Downtown Logo options were reviewed again, along with the Banners, and Murals & Furniture.

DART Funding has been made available to realize improvements in the Downtown consistent with the Strategic Plan. There is approximately \$4.7 million in General Mobility Plan (GMP) funding supporting improvements consistent with the Downtown Strategic Plan. It will provide Downtown wayfinding, pedestrian connectivity, parking improvements, public realm, and multimodal improvements. Approximately \$3.8 million in Downtown (mixed use) Pavilion funding has been approved by DART. The priorities are insufficient pedestrian connectivity, Railroad barrier between Downtown Districts, limited wayfinding and navigation, limited public parking, lack of multimodal connectivity, and limited public gathering and activation spaces.

Ms. Mauladad reviewed the 6-Year GMP Funding Program. The total allocation per Agreement is \$4,676,788. The 6-Year Strategic Alignment Plan (2026-2031) was also reviewed. Phase 1 (2026-2027) will establish Core Strategy, Access, Wayfinding, and Downtown Experience. There are two

options for the DART Coyle Street parking. Option 1 is street parking for 11 spaces and Option 2 is drive through parking for 12 spaces. An example was shown of the Mixed-Use Pavilion. Phase 2 (2028-2030) will be Expanded Access and Wayfinding & District Identity. Phase 3 (2031) will consist of Multimodal and Trail System. Staff is seeking City Council's direction regarding the proposed Downtown identity and branding (logo). This will allow the City to utilize the GMP funds to scope and design Downtown wayfinding and activation program. City Council was asked which logo they wanted for the Downtown Strategic Plan. There was a consensus to select the number 3 logo. Mayor Winget stated he is absolutely for the pavilion. Councilmember Kizziar asked if the stage would go away if there were a pavilion. It was confirmed that the stage would remain. Kristoff Bauer, Interim City Manager, wants to include public restrooms and preferably electrical capability. The pavilion would also be good for rain-out events, like the past Easter Egg Hunt. Councilmember Fassett asked about locating the pavilion on the eastern end of the Green. Due to space, it needs to be at the proposed location. Councilmember Fassett also asked about security. A lot of people sleep on park benches and under pavilions. There was discussion on security. The sooner we can get to work on the pavilion the better. Mayor Winget stated he wants to get downtown activated. Councilmember Holston suggested getting with the City of Irving as to what they did with their downtown area and how they maintained security.

Councilmember Fassett asked about moving the proposed walking trail to the south, which would allow the neighborhood behind city hall to have access to walk to downtown. Councilmember Gibbs stated that he is supportive all everything discussed. Deputy Mayor Pro Tem Britton stated that he supports anything that will draw people downtown. Mr. Bauer added that the City can reimburse itself from DART Funding if we want to move faster. Councilmember Kizziar asked where the money would be pulled from. Mr. Bauer stated staff would do an analysis at that time.

Mayor Winget stated downtown has a parking crunch on the north side of Main Street. Mr. Bauer added that DART is not moving as quickly as he would like regarding the pavilion. Suggested it may need to be done in-house. There was a consensus to move forward with the Downtown Plan including the pavilion.

3C. Discussion regarding the results of the screening wall assessment completed by DCCM.

Kristoff Bauer, Interim City Manager, presented this item. The old rule was if the screening wall was on a major arterial and if it borders an alley, then the City is responsible for the maintenance. This was inconsistently communicated and applied. Legal Analysis is that adjacent property owners is responsible for maintenance. The sidewalk responsibility analogous. The current direction is if on a major arterial then the City is responsible for the maintenance and must obtain acquisition of easements. The screening walls that the City is responsible for maintaining are along Dalrock Road (I-30 to Princeton), Miller Road (Dalrock to Dexham), and Rowlett Road (South Border to North Border). The inventory and assessment were discussed as well as the recommendations. The feedback previously received was that these are the correct corridors, and to include screening walls contiguous to abutting alleys. It doesn't include subdivision entrance features and does include walls clearly on private property if contiguous. The total length of screening walls assessed is 12,918 LF. 9,709 LF, or 75%, are along alleys and 3,209 LF, or 25%, are on private property. These numbers have changed as the project progressed from estimates to measurement. The cost estimate includes recommended action, priorities, and is based on existing conditions.

The options for Lake Bend Estates were presented. There is single wythe brick screening wall, which is lower cost than the double-wythe brick, has variety of color options, is real brick masonry,

and common method. There is long-span precast concrete wall, which has a variety of textures, patterns, and color. It has efficient modular installation, is extremely durable, and efficient repair. The next option is the superior fence (or comparable). It has efficient modular installation, extremely durable, cedar wood-look, and decorative accents. Last is the cedar fence, it has a variety of textures, patterns, and colors. It has efficient modular installation, extremely durable, and efficient repair.

The detailed cost estimates were reviewed. To replace the remaining wall with new standard is \$8.8 million. To repair or replace based on condition assessment is \$3.3 million. The three funding options were reviewed. Option 1 is a new debt with a target value of \$7 million, with \$1.5 million in the existing project account, and \$5.5 million in a 20-year debt. This would be a .6 cent on the tax rate or use existing debt capacity. Option 2 is to pay over time with a target value of \$2 million per year, with \$1.5 million in the existing project account for Year 1 and \$2 million for Year 2 and beyond. This would be a .2 cent on the tax rate for a 20-year debt or use existing debt capacity. Option 3 is to use General Fund Balance. This would reduce the projected FY26 year end fund balance, which is 52% of the General Fund authorized expenditure and above the City's 25% target established by policy. If this option is chosen, then the projected FY26 year end fund balance, which is 42% of the General Fund authorized expenditure and above the City's 25% target established by policy. The feedback being requested is does City Council want to consider changes in the scope of responsibility. Does City Council want to repair or replace and what is the standard for City screening walls? Once feedback has been received, staff will prepare to discuss during the CIP portion of the FY27 Budget.

Mayor Winget is for Option 2. Councilmember Gibbs stated he is for Option 2 and suggested getting with the City of Sachse to see what they are using and their costs of repairing and replacing screening walls. They are in the process of doing that right now. Deputy Mayor Pro Tem Britton asked if white walls would be more maintenance. It was confirmed that it would be. Councilmember Gibbs stated that Council needs to look at cost savings. Deputy Mayor Pro Tem Britton is for repair and replace. Councilmember Bowers is also for repair and replace.

Mr. Bauer stated that if you are looking for debt, then go with Option 2, if you are looking to use General Fund Balance, then go with Option 3. Councilmember Holston wants to put aside funds and pay as you go. Councilmember Kizziar agrees, as he struggles with long-term debt. He is against bonds. Mayor Winget feels this warrant debt. We are here due to failure to maintain the screening walls.

Mayor Winget adjourned the meeting for a break at 7:45 pm.

Mayor Winget reconvened the meeting at 7:58 pm.

3D. Discussion regarding Project Funding and Debt Management Strategies.

Michael Kuhn, Treasury & Debt Manager, presented this item. The City previously utilized Maintenance & Operations (M&O) rate to fund debt eligible capital expenditures. The debt strategy is to shift costs to debt rate; it frees M&O dollars to be spent on other eligible costs. The 3-year debt plan was revised to incorporate CO's and Tax Notes. The 2024 3-year debt cycle allocation was \$51,350,000 issued in GO Bonds, \$25,836,000 issued in CO's, and \$12,975,195 issued in Tax Notes. The issuance plans for Bond election, CO's, and Tax Notes were reviewed. The Notice of Intent to Issue GO Bonds, CO, Tax Notes, and Water & Sewer Bonds, and the timeline were reviewed. On May 19, 2026, City Council can approve the publication of the Notice of Intent to

Issue CO's. If approved, May 23, 2026, and May 30, 2026, the 1st and 2nd Notice of Intent will be published in the Dallas Morning News and posted to the City's website. July 21, 2026, a parameter ordinance authorizing the issuance of GO's, CO's, Tax Notes, and Water & Sewer Bonds will be issued. August 12-18, 2026, will be the pricing of the bonds, with closing and delivery of funds to the City before September 10, 2026.

Councilmember Holston confirmed that COs are bonds approved by City Council and not the voters. He also requested to see how much of bond monies have been used vs. balance and by department. Deputy Mayor Pro Tem Britton asked if all the bonds would be approved all at once in July, or individually. Historically, they have been packaged all together and approved. Councilmember Bowers III confirmed that this will not increase the tax rate. Mayor Winget asked Wendy Badgett, Finance Director, for a chart reflecting debt increase and the debt falling off. Councilmember Kizziar asked what the City was spending in interest for the bonds. Mr. Kuhn stated the City is making money by investing funds in Tex Pool and Logic. Councilmember Kizziar asked if what we were spending on interest is somewhere he could access. It was confirmed that it is on the City's website. Mr. Bauer stated that there will be a Town Hall Meeting this year regarding bonds and how they work.

3E. Review proposals and consider the engagement of a recruiting firm to perform a nationwide City Manager search.

Rick DeOrdio, Human Resources Director, presented this item. The permanent position of City Manager was vacated on February 27, 2026, and the search for a new permanent City Manager needs to begin. Proposals were requested from a number of Executive Search firms based upon the specialization of their historical searches. Mosaic Public Partners, Clear Career Professionals, and Strategic Government Resources (SGR) presented a proposal. The three proposals were reviewed.

Clear Career Professionals gave an estimated timeline of 12 weeks, is currently conducting 1 City Manager search, offers a year guarantee, cost \$22,000 flat rate, and recently placed the Caldwell City Administrator and the Victoria Deputy City Manager.

Mosaic Public Partners gave an estimated timeline of 14-17 weeks, is currently conducting 3 City Manager searches, offers a year guarantee, costs \$31,500 flat rate, and recently placed City Managers at San Angelo, TX, Loomis, CA, Addison, TX, Austin, TX, Lodi, CA, Orange, CA, San Jose, CA Deputy City Manager, McKinney, TX Assistant City Manager.

SGR gave an estimated timeline of 14 weeks, is currently conducting 2 City Manager Searches, give no guarantee, approximate costs of \$27,669 + optional services for additional cost, and recently placed City Managers at Iowa Colony, TX, Annapolis, MD, Aledo, TX, and Heath, TX.

Staff recommend Mosaic Public Partners. They maintain a larger database of professionals, best overall recruiting brochures, more thorough and detailed process to ensure top quality candidates, and solid track records with mid-to-large municipalities. They also offered to do a survey to the citizens asking what you want the City Manager to focus on.

Councilmember Bowers III is in favor of Mosaic. Councilmember Gibbs stated that he is open to the idea. Councilmember Fassett agrees with using Mosaic. Mayor Winget likes the idea of the survey and it builds trust. Deputy Mayor Pro Tem Britton asked if Mosaic would do the survey first. No, they would get the parameters from City Council first, then do a survey. Mr. DeOrdio stated

that the two partners of Mosaic would be the ones handling the search. Councilmember Holston stated that with his experience, the account manager can make or break the selection process. Mayor Winget asked how these three firms were selected. These are the top three capable of producing the caliber of candidate the City is looking for. Councilmember Gibbs would like to see more proposals. Mayor Winget wants to hear from all three firms. A Teams meeting will be scheduled.

4. DISCUSS CONSENT AGENDA ITEMS FOR MAY 19, 2026, CITY COUNCIL MEETING

Deputy Mayor Pro Tem Britton requested agenda item 4G be pulled for individual consideration.

5. ADJOURNMENT

Mayor Winget adjourned the meeting at 8:56 pm.

DRAFT

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

Tuesday, May 19, 2026

7:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Deputy Mayor Pro Tem Britton, Councilmember Chris Kizziar, Councilmember Marvin Gibbs, Councilmember Byron Fassett, Councilmember Carter Holston, and Councilmember John Bowers III

INVOCATION

The invocation was led by Pastor Brian Hiatt, Cornerstone Bible Fellowship.

PLEDGES OF ALLEGIANCE

The Pledges of Allegiance were led by the City Council.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 7:04 p.m.

2. PRESENTATIONS

2A. Presentation of an award to Detective Cruz Hernandez in recognition of his 40th Anniversary of Service with the Rowlett Police Department.

Councilmember Gibbs presented Detective Cruz Hernandez with an award in recognition of his 40th Anniversary of Service with the Rowlett Police Department.

2B. Presentation of a proclamation recognizing the week of May 17-23, 2026, as National Public Works Week.

Mayor Winget presented the proclamation recognizing the week of May 17-23, 2026, as National Public Works Week.

2C. Presentation of Comprehensive Monthly Financial Report (CMFR) for the period ending March 31, 2026.

Wendy Badgett, Director of Financial Services, presented the Comprehensive Monthly Financial Report (CMFR) for the period ending March 31, 2026. Deputy Mayor Pro Tem Britton thanked Wendy and the Finance Team for their hard work.

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

Councilmember Holston, provided the following announcements:

COMMUNITY ENGAGEMENT - Upcoming Community Events:

Rowlett Rides is rolling into Downtown Rowlett on **Saturday, May 23rd** for the city's Car, Truck & Motorcycle Show + Concert, bringing together an impressive lineup of vehicles, live music, food trucks, and family fun. Participants can register from 8:00–11:00 AM for \$25 and compete across 30 judged classes with multiple awards, including eight Best of Show honors and the fan-favorite People's Choice Award, with the awards ceremony at 1:00 PM. Spectators can explore rows of classic and custom rides, enjoy a high-energy performance from **Juke Box Heroes**, and soak up a full festival atmosphere celebrating cars, culture, and community.

Join the City of Rowlett on Monday, May 25th at 10:00 AM at Rowlett Veterans Park for a heartfelt Memorial Day Ceremony featuring keynote speaker Mary Tallouzi. Mary will share her powerful journey as a mother and advocate for wounded veterans, offering a unique perspective on the tragedy and triumph of service. We invite the entire community to come together for this meaningful morning of remembrance and gratitude to honor those who gave their lives for our country.

Rowlett Community Survey

We invite every Rowlett resident to take part in the 2026 City of Rowlett Community Survey—an independently conducted assessment designed to ensure your voice directly shapes the future of our community. Your thoughtful participation provides meaningful insight that guides our planning, priorities, and commitment to enhancing the quality of life for all who call Rowlett home. For more information, please visit rowlett.com

LIBRARY - Summer is almost here! Register in person for the Library's Summer Reading program starting Monday, May 26. This year's theme, *Unearth a Story*, invites readers of all ages to dig into exciting adventures, activities, and challenges.

Use the Library's free Learning Express database to prepare for the tests like the SAT and ACT. Learning Express can also help students practice math and reading comprehension skills. Visit Rowlett.com/Catalog to get started.

POLICE - Is your child interested in learning more about their local police department? The Rowlett Police Department is hosting two weeks of summer camps for children between the ages of 10 and 13. The camps are the weeks of Jun 8th thru the 12th and June 15th thru the 19th. This hands-on camp gives kids a behind-the-scenes look at law enforcement including SWAT demonstrations, crime scene investigations, and opportunities to interact with Rowlett police officers. Contact Officer Spivey at aspivey@rowlett.com for more information.

FIRE – Springtime can mean painting around the house or staining fences. Paint and stain rags trap heat as they dry, which can ignite. Take them outside to dry away from structures, weigh them down, and place in a metal container with a water-detergent solution. Keep oily rags in a cool, dry place away from heat sources.

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

Mayor Winget introduced the Featured Pet, Rocky, this laid back boy enjoys walks, is happy just relaxing, and is easy to manage. Rocky is a 5-year-old, 55-pound dog with a calm and reserved personality. He takes a little time to warm up to new people, but once he trusts you, he forms a genuine bond. He would do best in a home without young children, though older teens are okay. Rocky has been at the shelter since February 12, 2025. He is available for foster, foster-to-adopt, or adoption, and would also enjoy a daycation to get out of the shelter and decompress. To meet Rocky or one of his companions, please contact Animal Services at 972-412-6219 or come by the Shelter at 4402 Industrial St. from 10 am to 5 pm, Tuesday through Saturday.

Councilmember Kizziar added that this Saturday is Keep Rowlett Beautiful's Recycle Day at the Rowlett High School from 9 am to 1 pm. Deputy Mayor Pro Tem Britton stated the Senior Advisory Board are looking for individuals that are turning 100 to recognize. If you know someone that is going to be 100, contact the Senior Advisory Board to sign them up.

3. CITIZENS INPUT

1. Dave Holl, Rowlett – Spoke regarding the Park Capital Budget.
2. Robert Stockard, Rowlett – Spoke regarding the hockey rink and league. He is a 42-year resident. Do not tear down the current hockey rink prior to building a new rink. September through March is hockey season. They want to stay at Herfurth Park.
3. Denise Eljoohi, Rowlett – Spoke against the illegal structure at 6602 Warwick Drive. Asked the City Council to look at the permit.
4. Hasan Eljoohi, Rowlett – Spoke against the accessory building at 6602 Warwick Drive. It was built in 2004 with no permit. He has been trying for 5 years to get rid of the accessory building.
5. Dan Houpt, Rowlett – Spoke against moving the hockey rink from Herfurth Park.
6. Alison Houpt Felderhoff, Rowlett – Spoke regarding neighbor having drainage onto her property causing flooding and pooling. Spoke in favor of a Downtown Advisory Board and against moving the hockey rink from Herfurth Park.
7. Emily Fox, Rowlett – Spoke regarding the aerobics room at Rowlett Community Centre not having properly working a/c. Please get it fixed.
8. Richard Kull, Rowlett – Congratulated the newly elected Councilmembers. Spoke in favor of having Trey Bowers III as Mayor Pro Tem.
9. Beth Crockett, Rowlett – Spoke against CO Bonds and moving the Hockey League from Herfurth Park.
10. Patrick Bandle, Rowlett – Congratulated the newly elected council. He has spoken for 14 months regarding the screening walls at Lake Bend Estates. 8 months ago, a plan was put into place but there is no movement yet.

4. CONSENT AGENDA

This was heard after agenda item 7.

Agenda items 4B and 4G were removed from the Consent Agenda to be considered individually.

4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): May 4, 2026, City Council Work Session, and May 5, 2026, City Council Meeting.

This item was approved on the Consent Agenda.

4B. Consider action authorizing the purchase of a 2025 ADA accessible bus.

Consider action to adopt a resolution authorizing the purchase of a 2025 Glaval Universal ADA accessible bus, from Master's Transportation, through a TIPS cooperative contract (260204), for a total price not to exceed \$116,748.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

Ryan Mullins, Parks & Recreation Director, presented this item. Mayor Winget stated he noticed that on the internet, this same van was priced at \$113,000. Mr. Mullins stated that the City will get \$113,000 pricing, but will have a delivery fee. Mayor Winget asked what this does for the Rowlett Community Centre. Mr. Mullins stated that this van has an ADA lift, which is needed. It can be used at any time and could be used throughout the city. They will probably have this van for 10 years.

A motion was made by Councilmember Gibbs, seconded by Councilmember Bowers III, to adopt a resolution authorizing the purchase of a 2025 Glaval Universal ADA accessible bus, from Master's Transportation, through a TIPS cooperative contract (260204), for a total price not to exceed \$116,748.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date. **Motion passed 7-0.**

This item was approved as RES-26-05-38R

4C. Consider action approving the purchase of replacement network infrastructure switches.

Consider action to adopt a resolution authorizing the purchase of replacement network infrastructure switches, from NetSync Network Solutions, Inc., through a State of Texas Department of Information Resources (DIR) cooperative contract, for a price not to exceed \$319,813.32; authorizing the Interim City Manager or his designee to execute all necessary and related documents; and providing an effective date.

This item was approved on the Consent Agenda as RES-26-05-39R

4D. Consider action approving the award of contracts for Fleet and Fire Apparatus Maintenance and Repair Services.

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2026-02-A Fleet and Fire Apparatus Maintenance and Repair Services to Accelerate Auto Group LLC d/b/a Accelerate Auto Repair and Collision and Rowlett Service Center, Inc. for Scope of Services A – Fleet Department, and to Allsource Enterprises, LLC dba Safe Industries and Metro Fire Apparatus Specialist Inc. for Scope of Services B – Fire Department, at the unit prices proposed, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date for each Contract.

This item was approved on the Consent Agenda as RES-26-05-40R.

4E. Consider action approving the award of a contract for Miscellaneous Road Materials.

Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-62-A Miscellaneous Road Materials to Denali Services & Transport, LLC, at the unit prices bid, for an initial period through September 30, 2027, with up to four (4) additional one-year renewal periods on October 1st of each year; authorizing the Interim City Manager 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-26-05-41R.

4F. Consider action to receive the second quarter investment report.

Consider action to receive the second quarter investment report for the period ending March 31, 2026.

This item was approved on the Consent Agenda.

4G. Consider action approving an amendment to Chapter 34 (Miscellaneous Offenses) of the Code of Ordinances.

Consider action to adopt an Ordinance amending Chapter 34 (Miscellaneous Offenses) by amending Sections 34-1 (Definitions) and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett).

Chief Michael Denning, Police Chief, presented this item. The Rowlett Police Department is providing the City Council with an update on its enforcement efforts to address disruptive activity in the Downtown Area over the past nine months. The Department is also proposing an amendment to Chapter 34 ("Miscellaneous Offenses"), Article 1 ("General") of the Code of Ordinances. The proposed changes would affect Sections 34-1 and 34-4, which address definitions, loitering, and disruptive behavior. When school was in session during 2025, disturbances and nuisance activity escalated in the Downtown Area. The Rowlett Police Department responded to numerous complaints, particularly between City Hall and the Library. Most complaints occurred between 4:00 pm and 5:30 pm (after-school hours). Many of the issues were linked to students released from local Garland ISD (GISD) campuses, who would gather in the area. Loitering and disruptive behavior occurred at or inside the Library. Concerns involved members of the unhoused population staying inside City Hall after closing hours. There were also occasional incidents of nighttime criminal mischief, including damage to decorations at City Hall and at The Village of Rowlett Apartments. The Police Department (RPD) responded by initiating meetings with GISD campus administrators (Coyle MS and Rowlett HS). They launched a social media awareness campaign, including a collaborative video produced with GISD and RPD School Resource Officer (SRO) Tasha McCord at the Coyle campus. RPD utilized the Community Development Block Grant (CDBG) funding to deploy two officers daily during high-impact hours between the Library and City Hall. An implementation of a "zero tolerance" enforcement approach by RPD officers, including overnight. The Village of Rowlett Apartments is exploring the addition of a live-in courtesy officer. A targeted deployment of the C.O.R.E Unit (Community Outreach, Response, and Engagement) to respond to calls involving individuals experiencing homelessness. RPD Grid 115 is the

downtown area. Calls for service (CFS) included in data for this area is fight, assault, disturbance, suspicious activity, juvenile problem, threat, theft in progress/delayed, and criminal mischief in progress/delayed. Proactive enforcement included traffic stops and extra patrols. In Grid 115 during the time period of 11/01/25 to 04/30/26, there were 21 arrests, 136 citations, and 5 criminal trespass warnings. For the Village Apartments, there were CFS for 2 criminal trespass and 4 criminal mischiefs. The activity of the C.O.R.E. Unit includes 151 contacts with unhoused individuals and 19 ordinance violations documented. The 151 contacts with unhoused individuals were same individuals but multiple times. The City of Rowlett does not have 151 unhoused individuals.

Chapter 34 (Miscellaneous Offenses) governs RPD's response to loitering and disruptive behavior in the Downtown Area. However, the ordinance is limited by outdated language that reduces its effectiveness. RPD collaborated with the City Attorney to draft an amendment updating Section 34-1 (Definitions) to expand the definition of a "public place," and revising Section 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett) to prohibit loitering and disruptive behavior at all city-owned or operated properties, not just in the Downtown Area. The current definition of a Public Place includes "*any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.*" The proposed revision expands this definition by adding "*buildings or other facilities owned, held, controlled, or operated by the City of Rowlett*". The current ordinance limits loitering and disruptive behavior to the Downtown Area by defining the offense as occurring "*if the person, along or in concert with others, intentionally or knowingly engages in disruptive activity on property owned or held by the City in the Downtown Area and includes all City-owned or controlled land and facilities in Downtown Rowlett.*" Definition of Downtown Area means the land south of the DART rail line, east of Rowlett Rd, west of Skyline Dr, and north of Dennis Dr. The proposed revision expands this scope to include "*all City-owned, held, operated, or controlled land and facilities within the City of Rowlett's corporate boundaries.*" There are no new financial impacts associated with this agenda item.

A motion was made by Deputy Mayor Pro Tem Britton, seconded by Councilmember Fassett to adopt an Ordinance amending Chapter 34 (Miscellaneous Offenses) by amending Sections 34-1 (Definitions) and 34-4 (Disruptive Behavior on City-Owned Facilities in Downtown Rowlett). **Motion passed 7-0.**

This item was approved as ORD-26-05-15.

4H. Consider action approving an amendment to the Master Fee Schedule.

Consider action to adopt a resolution of the City Council of the City of Rowlett, Texas, amending the Master Fee Schedule for the City of Rowlett by adding permit, impound, and storage fees for donation bins to the "Businesses" section of the Master Fee Schedule; providing that other fees not listed but now charged pursuant to the other ordinances and resolutions shall remain in effect until transferred to the Master Fee Schedule by amendment; providing a repealing clause; providing a severability clause; and providing an effective date.

This item was approved on the Consent Agenda as RES-26-05-42R.

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

5. INDIVIDUAL CONSIDERATION

- 5A. Consider action to adopt a resolution authorizing the award of a contract for Request for Submissions No. 2026-37-B, Roller Hockey Rink Relocation to Community Park, to RLM Earthco Inc., for an amount not to exceed \$343,790.47 (\$312,536.79 plus a ten percent (10%) contingency of \$31,253.68); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

This item was heard after Citizen's Input.

Mayor Winget recommended denial of proposal or not to have a decision made tonight, due to the relocation of the Municipal Complex and not wanting to move the hockey rink from Herfurth Park. Courtney Morris, City Attorney, stated that action must be taken. You can deny the bid and proposals.

A motion was made by Councilmember Gibbs, seconded by Deputy Mayor Pro Tem Britton, to deny agenda item 5A. Councilmember Kizziar asked about the money already spent on design, soil testing, etc. Do we lose that money? Kristoff Bauer, Interim City Manager, stated that approximately \$60,000 has been spent on soil testing and design. **Motion passed 7-0.**

- 5B. Consider adoption of a resolution directing publication and posting of notice of intention to issue certificates of obligation.

Michael Kuhn, Treasury and Debt Manager, presented this item. This request is to adopt a resolution directing Notice of Intent to Issue Certificates of Obligation. The Notice is required by state law before City Council considers issuance of Certificates of Obligation (CO Debt). Notice must be published twice in the City's paper of record. This must occur at least 45 days prior to the day City Council considers authorizing issuance of CO Debt. It identifies maximum borrowing amount. It does not commit the City to issue CO Debt. This is party of the City's 3-Year Debt Plan. The CO Not-to-exceed debt amount is \$5,150,000 for streets projects and parks projects. The timeline was reviewed. The recommendation is to adopt a resolution directing publication and posting of notice of intention to issue certificates of obligation.

Mayor Winget stepped away from the dais at 9:21 pm. Mayor Winget returned to the dais at 9:23 pm.

Councilmember Bowers III asked what would happen if the CO Bonds don't happen. Mr. Kuhn stated that they will either find other financing resources or delay projects.

A motion was made by Councilmember Bowers III, seconded by Councilmember Gibbs, to adopt a resolution directing publication and posting of notice of intention to issue certificates of obligation. **Motion passed 7-0.**

This item was approved as RES-26-05-43R.

- 5C. Consider action to adopt a resolution approving and authorizing the City Manager to execute a development agreement with RK DFW Rowlett LLC pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement).

Kristoff Bauer, Interim City Manager, presented this item. The proposed agreement is an Economic Development Incentive Agreement (380 Agreement). The partner is RK DFW Rowlett LLC focused on commercial retail development and public infrastructure support. This is for 7.73 acres at 2700 Lakeview Parkway. The vision is a development of a high-quality, multi-tenant retail shopping center open to the public. The agreement is for a 12,897 square-foot shell multi-tenant retail building. The scope includes all related appurtenances, driveways, curbs, sidewalks, parking lots, landscaping, signage, and exterior lighting. The end goal is finish-out to be provided by individual tenants to operate as retail business establishments. The development will be in 4 phases. Phase 1 is commencement of infrastructure (within 45 days) and commencement of project construction (within 2 months). Phase 2 is completion of infrastructure (12 months from infrastructure commencement). Phase 3 is completion of project construction (18 months from infrastructure commencement). Phase 4 is required use achieved within 24 months following project completion.

The agreement is for a total Grant cap of \$300,000. Milestone 1 is the completion of construction of infrastructure for \$75,000. Milestone 2 is the completion of construction of project for \$75,000. Milestone 3 is the commencement of required use (80% occupancy) for \$150,000. The facility must be at least 80% occupied by retail business enterprises open to the public. If the agreement is terminated or the developer fails to meet the Required Use condition, the City has the right to demand repayment. Developer must refund and repay all previously paid Grant amounts within 30 days of default notice.

Mayor Winget asked if this went before the Economic Development Advisory Board. Mr. Bauer confirmed it did. Mayor Winget asked about the return of investment (ROI). Mr. Bauer stated the ROI is 3 to 5 to 10 years. Mr. Bauer confirmed that there are no other economic incentive requests for the remaining projects.

A motion was made by Councilmember Kizziar, seconded by Deputy Mayor Pro Tem Britton, to adopt a resolution approving and authorizing the City Manager to execute a development agreement with RK DFW Rowlett LLC pursuant to Chapter 380 of the Texas Local Government Code (Economic Development Agreement). **Motion passed 7-0.**

This item was approved as RES-26-05-44R.

5D. Consider action to adopt a resolution appointing a Mayor Pro Tem as prescribed in the City Charter.

Councilmember Kizziar nominated Councilmember Britton to be Mayor Pro Tem.

Councilmember Gibbs passed on nomination for Mayor Pro Tem.

Councilmember Fassett nominated Councilmember Bowers III to be Mayor Pro Tem.

Councilmember Britton volunteered to be Mayor Pro Tem.

Councilmember Holston passed on nomination for Mayor Pro Tem.

Councilmember Bowers III volunteered to be Mayor Pro Tem.

Councilmember Kizziar voted to appoint Councilmember Britton to be Mayor Pro Tem.

Councilmember Gibbs voted to appoint Councilmember Britton to be Mayor Pro Tem.

Councilmember Fassett voted to appoint Councilmember Bowers III to be Mayor Pro Tem.

Councilmember Britton voted to appoint Councilmember Britton to be Mayor Pro Tem.

Councilmember Holston voted to appoint Councilmember Britton to be Mayor Pro Tem.

Councilmember Bowers III voted to appoint Councilmember Bowers III to be Mayor Pro Tem.
Mayor Winget voted to appoint Councilmember Bowers III to be Mayor Pro Tem.

Councilmember Britton received the largest number of votes and is hereby appointed to serve as Mayor Pro Tem effective immediately.

A motion was made by Councilmember Holston, seconded by Councilmember Bowers III, to adopt a resolution appointing Councilmember Britton as Mayor Pro Tem. **Motion passed 7-0.**

This item was approved as RES-26-05-45R.

- 5E.** Consider action to adopt a resolution appointing a Deputy Mayor Pro Tem as prescribed in the City Charter.

Councilmember Kizziar nominated Councilmember Gibbs to be Deputy Mayor Pro Tem.
Councilmember Gibbs volunteered to be Deputy Mayor Pro Tem.
Councilmember Fassett nominated Councilmember Bowers III to be Deputy Mayor Pro Tem.
Councilmember Britton nominated Councilmember Gibbs to be Deputy Mayor Pro Tem.
Councilmember Holston passed on nomination for Deputy Mayor Pro Tem.
Councilmember Bowers III volunteered to be Deputy Mayor Pro Tem.

Councilmember Kizziar voted to appoint Councilmember Gibbs to be Mayor Pro Tem.
Councilmember Gibbs voted to appoint Councilmember Gibbs to be Mayor Pro Tem.
Councilmember Fassett voted to appoint Councilmember Bowers III to be Mayor Pro Tem.
Councilmember Britton voted to appoint Councilmember Gibbs to be Mayor Pro Tem.
Councilmember Holston voted to appoint Councilmember Bowers III to be Mayor Pro Tem.
Councilmember Bowers III voted to appoint Councilmember Bowers III to be Mayor Pro Tem.
Mayor Winget voted to appoint Councilmember Bowers III to be Mayor Pro Tem.

Councilmember Bowers III received the largest number of votes and is hereby appointed to serve as Deputy Mayor Pro Tem effective immediately.

A motion was made by Councilmember Holston, seconded by Councilmember Fassett to adopt a resolution appointing Councilmember Bowers III as Deputy Mayor Pro Tem. **Motion passed 6-1, with Mayor Pro Tem Britton voting against.**

This item was approved as RES-26-05-46R.

6. Executive Session

This agenda item was heard after 5A.

- 6A.** The City Council will convene into closed, executive session pursuant to Texas Government Code §551.071 (Consultation with Attorney) to seek legal advice about pending or contemplated litigation to wit: *Cameron County Housing Finance Corporation, et al v. Dallas Central Appraisal District*, DC-26-01767 in the 14th Judicial District Court of Dallas County, Texas.

Mayor Winget adjourned the meeting into Executive Session at 8:08 pm.

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

Mayor Winget reconvened the meeting at 8:32 pm.

No action was taken.

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

Mayor Pro Tem Britton, seconded by Mayor Winget, requested an update on alternate locations for the Municipal Complex.

8. ADJOURNMENT

Mayor Winget adjourned the meeting at 9:40 pm.

DRAFT

Meeting Date: 6/2/2026

Agenda Item: 4.B.

Title

Consider action approving the purchase and installation of a Biological and Vapor-Phase Odor Control Program.

Consider action to adopt a resolution authorizing the purchase and installation of a Biological and Vapor-Phase Odor Control Program from In-Pipe Technology Company, Inc., a sole source vendor, for a total price not to exceed \$140,000.00; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.


Staff Representative

Mike Lasby, Mgr of Assets/Fleet

Executive Summary

The City has prioritized investing in a high-quality wastewater collection system and infrastructure by maintaining and upgrading the City’s wastewater and utility systems. Providing up-to-date odor control equipment is an integral part of this strategic objective. The purpose of this item is to approve the purchase and installation of a Biological and Vapor-Phase Odor Control Program.

Strategic Priority and Goal(s)

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

Background Information

The City’s wastewater system has received citizen complaints about odor emanating from it. There are several locations generating citizen complaints, one of which is the Rowlett Road Lift Station. The cause of the odor is hydrogen sulfide gas (H₂S). The Rowlett Road Lift Station receives flow from 10 upstream lift stations, resulting in longer wastewater retention times and increased anaerobic conditions that contribute to H₂S generation. This item is for the purchase of an Advanced Oxidation Process (AOP) unit,

designed to oxidize and remove H2S gas that has already entered the vapor phase.

Discussion

The City of Rowlett manages a system of 25 sanitary sewer lift stations. The network of lift stations moves the effluent through the system to the Garland Sewer Treatment Plant. The Rowlett Road Lift Station is one of the largest in the network, and aggregates input from ten upstream lift stations, resulting in longer wastewater retention times and increased anaerobic conditions that contribute to H2S generation

During Phase One of the project, mechanical aeration systems were installed at seven upstream locations, and one site received a chemical dosing system to help suppress H2S formation. During Phase Two, four additional upstream sites are receiving biological dosing treatment for the same purpose.

While those efforts focus on reducing the creation of H2S within the system, the AOP unit is intended to treat H2S that has already formed and entered the air phase. This will help address ongoing sewer odor complaints in the Miller and Rowlett Road area. In addition to reducing odors, lowering H2S levels within the system also helps reduce long-term corrosion to lift station infrastructure, piping, manholes, and other wastewater system components caused by sulfuric acid formation.

In-Pipe Technology is an experienced sole-source partner and will provide the equipment, installation, and expertise necessary to ensure this upgrade is successful and seamless.

Financial/Budget Implications

CIP Project Budget Financial Table

Project Code	Project Title	Available Budget	Proposed Amount	Remaining Balance
WA2103	Preventative Maintenance	\$317,913.17	\$140,000	\$177,913.17
TOTAL		\$317,913.17	\$140,000	\$177,913.17

Recommended Action

Move to adopt a resolution authorizing the purchase and installation of a Biological and Vapor-Phase Odor Control Program from In-Pipe Technology Company, Inc., a sole source vendor, for a total price not to exceed \$140,000.00; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE AND INSTALLATION OF A BIOLOGICAL AND VAPOR-PHASE ODOR CONTROL PROGRAM FOR THE ROWLETT ROAD LIFT STATION FROM IN-PIPE TECHNOLOGY COMPANY, INC. AS A SOLE SOURCE PROVIDER THEREOF FOR A TOTAL PRICE NOT TO EXCEED \$140,000.00; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has undertaken efforts to alleviate odors emanating from the City’s wastewater system; and

WHEREAS, during the initial phases of this effort, mechanical aeration systems were installed at seven upstream locations, and five sites received a chemical dosing to help suppress hydrogen sulfide gas formation and its associated odor; and

WHEREAS, with those efforts focused on reducing H2S gas, City staff now recommends purchase and installation of an Advanced Oxidative Process (AOP) designed to oxidize and remove H2S gas that has already entered the vapor phase; and

WHEREAS, In-Pipe Technology Company, Inc. is the sole source provider of this technology, eliminating the need for competitive sealed bidding pursuant to Texas Local Government Code section 252.022(a)(7); and

WHEREAS, the City Council finds that approving the purchase from In-Pipe Technology Company, Inc. serves the health, safety and general welfare;

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

SECTION 1. The purchase and installation of a Biological and Vapor-Phase Odor Control Program, in accordance with **Exhibits “A” and “B”** attached hereto and incorporated herein by this reference, from In-Pipe Technology Company, Inc. for a total price not to exceed \$140,000.00 is hereby approved and the Interim City Manager or his designee is hereby authorized to execute all necessary and related documents.

SECTION 2. This resolution shall be effective from and after its passage.

Attachments

- 1. Exhibit A - In-Pipe Technology Proposal
- 2. Exhibit B – “Sole Source Letter” from In-Pipe Technology



PROPOSAL TO

City of Rowlett

Rowlett Road Lift Station AOP-16

Proposal No. 2026-2006

Date: April 22, 2026

April 22, 2026

Mr. Willis Wolverton
Utility Operations Manager
City of Rowlett
4000 Main Street
Rowlett, TX 75088

Re: In-Pipe Technology – Rowlett Road LS Odor Control
Proposal No. 2026-2006

Dear Mr. Wolverton,

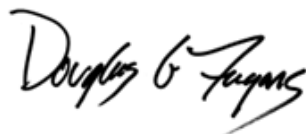
On behalf of In-Pipe Technology, Inc. (IPT), we are pleased to submit our proposal to the City of Rowlett for a comprehensive odor control program that combines upstream biological dosing at four lift stations with advanced vapor-phase treatment at the Rowlett Road Lift Station using a series-configured AOP-16 system to deliver reliable, long-term odor mitigation. This proposal describes the combination of bacterial dosing and Air-phase treatment with the AOP-16, but will quote the AOP-16 system only.

We are grateful for the opportunity to present this proposal and continue our work with the City

Should you have any questions or require additional information, please do not hesitate to contact me.



Sincerely,

A handwritten signature in black ink that reads "Doug Fagans".

Doug Fagans
President and COO
o. 630-509-2488
m. 847-274-3052

Rowlett Road Lift Station

INTRODUCTION

Thank you for allowing In-Pipe Technology (IPT) the opportunity to present this proposal for our microbiological and vapor-phase treatment to control odor. Please review this proposal in detail. If you have any questions, do not hesitate to contact us.

Biological and Vapor-Phase Odor Control Program

SUMMARY

This proposal presents an integrated odor control strategy for the City of Rowlett that combines upstream biological treatment with advanced vapor-phase oxidation at the Rowlett Road Lift Station. IPT will install microbial dosing systems at four upstream lift stations to introduce facultative bacteria that outcompete sulfate-reducing bacteria and reduce the formation of dissolved sulfides and hydrogen sulfide gas within the collection system, working in conjunction with the City's existing wet-well aeration. To treat any remaining vapor-phase odors, four AOP-16 Advanced Oxidation units will be installed at the lift station vent stack in a parallel configuration, where one unit draws gas from the wet well while three additional units inject high concentrations of oxidizing radicals into the exhaust stream. This combined approach addresses both the source and emission of odors, providing a reliable, chemical-free solution for hydrogen sulfide reduction and odor control.



IPT Biological and Advanced Oxidation Treatment Technology

The proposed odor control program for the City of Rowlett utilizes a two-stage treatment strategy that addresses both the biological formation of hydrogen sulfide within the wastewater and the oxidation of residual odor compounds present in the lift station headspace.

Hydrogen sulfide (H₂S) formation within wastewater collection systems typically originates from sulfate-reducing bacteria (SRBs) that thrive in anaerobic conditions present in force mains, gravity sewers, and lift station wet wells. These bacteria convert sulfate naturally present in wastewater into dissolved sulfide ions. When wastewater turbulence, pressure changes, or cascading events occur, these sulfides convert into hydrogen sulfide gas which accumulates in sewer headspaces and lift station structures.

In addition to producing nuisance odors, hydrogen sulfide gas can lead to significant infrastructure degradation. When H₂S gas contacts moist surfaces in sewer headspaces, sulfur-oxidizing bacteria convert it into sulfuric acid, which is highly corrosive to concrete, steel, and ductile iron infrastructure.

IPT's approach interrupts this process at two critical points in the odor generation cycle.

First, the program introduces a high-concentration blend of facultative *sp. Bacillus*-based bacteria into the wastewater upstream of the problem location. These microbes rapidly colonize the wastewater environment and compete with sulfate-reducing bacteria for nutrients and organic substrates. Because these beneficial bacteria can operate under both aerobic and anoxic conditions, they remain active throughout the collection system and gradually shift the microbiological balance of the sewer environment. As the population of sulfate-reducing bacteria declines, the generation of dissolved sulfides in the wastewater decreases accordingly, reducing the potential for hydrogen sulfide formation downstream.

The City's existing **wet-well aeration equipment** further enhances this biological control mechanism by introducing oxygen into the wet well environment. Aeration discourages anaerobic bacterial activity while supporting facultative microbial populations, further suppressing sulfide production.

Second, any residual hydrogen sulfide present in the lift station headspace is treated using **Advanced Oxidation Process (AOP) technology**. The AOP-16 units utilize **Photohydroionization (PHI)** to generate highly reactive oxidizing species including hydroxyl radicals, hydro-peroxides, and superoxide ions. These oxidants rapidly react with hydrogen sulfide and other reduced sulfur compounds, converting them into stable, non-odorous byproducts.

When applied together, **biological sulfide suppression and advanced oxidation treatment** provide a complementary and highly effective odor control strategy. The upstream biological program reduces the overall sulfide loading entering the lift station, while the AOP system provides final oxidation of any remaining vapor-phase odors prior to atmospheric release.

SCOPE OF SERVICES

IPT Dosing Locations – Upstream Biological Treatment

To implement the biological portion of the program, IPT will install **Lift Station Dosing Units (LSDUs)** at four lift stations located upstream of the Rowlett Road Lift Station.

These dosing units are designed specifically for lift station applications and introduce IPT's proprietary microbial formulation directly into the wet well. From there, the microbes disperse into the wastewater stream and colonize downstream conveyance infrastructure including force mains and gravity sewers.

Each dosing unit consists of:

- A microbial solution reservoir containing approximately **30 days of treatment product**
- A precision **metering pump** to provide controlled dosing
- Integrated electronics and programmable controls
- **Battery-powered operation**, allowing installation without electrical modifications

The dosing units will continuously introduce beneficial bacteria into the wastewater, allowing them to establish microbial dominance within the system and suppress sulfide generation upstream of the Rowlett Road Lift Station.

IPT's Field Service Team will service the dosing systems approximately **every 30 days**, replenishing the microbial solution and verifying system operation.

Rowlett Road Lift Station Odor Control System

To treat vapor-phase odors present at the Rowlett Road Lift Station, IPT proposes installing four AOP-16 Advanced Oxidation odor control units connected to the lift station vent stack. The system will be installed in a parallel configuration designed to maximize oxidation capacity while maintaining efficient airflow management.

In this configuration:

- One AOP-16 unit connects directly to the lift station vent stack and uses a venturi eductor to draw odorous gases from the wet well headspace.
- The remaining three AOP-16 units operate in parallel, arranged in a wishbone configuration that feeds into a common exhaust manifold.
- These units inject large quantities of hydroxyl radicals and other reactive oxygen species into the exhaust stream created by the primary unit.



By combining the oxidant output from multiple units into a common exhaust stream, the system significantly increases the concentration of oxidizing species available to react with hydrogen sulfide and other odor compounds. This configuration allows the system to maintain strong oxidation performance across a wide range of gas concentrations and operating conditions while minimizing airflow conflicts between units.

Integrated Odor Control Strategy

Together, the upstream biological treatment program and the AOP oxidation system provide a comprehensive odor control solution for the City of Rowlett.

The biological treatment program reduces sulfide formation throughout the upstream collection system, lowering the hydrogen sulfide loading entering the Rowlett Road Lift Station. The AOP oxidation system then captures and oxidizes any remaining odor compounds present in the lift station headspace prior to atmospheric discharge.

This integrated approach addresses both the **source of hydrogen sulfide generation** and the **treatment of vapor-phase emissions**, providing the City with a reliable, chemical-free odor control strategy designed to reduce nuisance odors and protect wastewater infrastructure.

Summary of Scope

-
3. The supply and installation of a quad-unit parallel configuration of our AOP-16 system at the Rowlett Road Lift station. This product is provided to the City for sale. Optional maintenance services are available
-



Pricing and Program Summary

The one-time capital cost of the 4-unit AOP-16 vapor-phase odor control unit is \$140,000. Anticipated maintenance costs of the AOP-16 system as installed is \$16,000 annually (to be procured separately). The list station covered includes:

Rowlett Road (Vapor Phase Treatment)

\$140,000 Capital Equipment Purchase, with an estimated \$16,000/year maintenance starting 12-14 months after installation

Key Personnel



BRYAN WEBER

Chairman and
Chief Executive Officer

Bryan Weber is Chairman of the Board and CEO of In-Pipe Technology, leading enterprise performance across operations, commercial execution, and strategic planning. He brings decades of general management experience, having led businesses up to \$140 million in revenue and teams exceeding 350 employees across industrial services, engineered products, and regulated technical markets. Prior to IPT, Bryan served as an Executive Partner with Salt Creek Capital and as President & CEO of Hawk Research Laboratories, and held multiple global P&L leadership roles at Underwriters Laboratories and Videojet Technologies. Earlier in his career, he was a Manager at A.T. Kearney and a division general manager at Aramark Uniform Services. Bryan holds an M.B.A. (with distinction) from the Kellogg School of Management and a B.S. in Chemical Engineering from Purdue.

Doug Fagans is President and COO of In-Pipe Technology, leading strategy, commercial execution, and operational scaling. He drives disciplined expansion through pricing strategy, salesforce productivity, operational rigor, and capital allocation focused on sustainable EBITDA growth and enterprise value creation. Prior to acquiring IPT, Doug held senior leadership role at InnerWorkings, Underwriters Laboratories, and Danaher Corporation, where he led global sales transformations, P&L optimization, and large-scale commercial expansion initiatives. He holds an M.B.A from the Kellogg School of Management and a B.A. from the George Washington University.



DOUG FAGANS

President and Chief Operating Officer

Key Personnel



MARIE KROGER, PhD

Chief Science Officer

Dr. Marie Kroeger is an experienced scientist leading interdisciplinary research teams focused on understanding how the microbiome affects ecosystem functions and leveraging that knowledge to engineer ecosystems for functions like decreased greenhouse gas emissions. Marie's diverse research background integrates microbial physiology, multi-omics, and both synthetic and natural microbial communities to address fundamental and applied research objectives. Marie earned her BS in Biology from Northeastern Illinois University and PhD in Microbiology from the University of Massachusetts Amherst. Prior to joining In-Pipe, Marie earned a Chick-Keller Postdoctoral Fellowship at Los Alamos National Laboratory before becoming a staff scientist in the Bioscience Division.

Dr. Xiaolong Wang has been studying and working in wastewater treatment and collection system modeling for 8 years, with projects aiming to improve plant treatment efficiency, reduce plant operation costs, and change wastewater characteristics in sewer systems. Xiaolong received his BS in Environmental Engineering from Jilin Jianzhu University, and earned a PhD in Environmental Engineering from the Illinois Institute of Technology. He is a Licensed Professional Engineer (P.E) in the State of Wisconsin. He is an active WEF and IWEA member, joining both organizations in 2015. He received an Academic Excellence Award from the Central States Water Environmental Association in 2018. He currently serves on the IWEA Plant Operations Committee and the Award Committee.



**XIAOLONG WANG,
PhD**

Head of Engineering

Purchasing Quote

Proposal Number: 2026-2006

Date:	April 22, 2026
Reference:	Rowlett Road LS AOP
Availability:	6-8 Weeks ARO
FOB:	Customer Site – Freight Included

To:
 City of Rowlett
 4000 Main Street
 Rowlett, TX 75088
 Attn: Willis Wolverton
 Email: wwolverton@rowlett.com
 Phone: 972.463.3947

From:
 In-Pipe Technology, Inc.
 725 N. Central
 Wood Dale, IL 60191
 Doug Fagans
 Email: dfagans@in-pipe.com
 Phone: 630.509.2488

<u>Item</u>	<u>Qty</u>	<u>Item Code</u>	<u>Description</u>	<u>Price</u>
3	4	AOP-16-GZ	AOP-16 system in a quad-series configuration (freight and installation included)	\$140,000
4	12		Optional Full-Service Plus Maintenance Program	\$2,500/mo
Total Monthly (Operational) Cost				\$0-2,500/mo
Total Equipment (Capital) Expense				\$140,000

Scope of Services



The supply and installation of a quad-unit AOP-16 Air Phase Odor Control unit for \$140,000

Terms

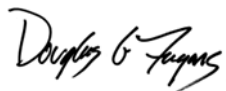
Refer to attached IPT standard Terms and Conditions. Thank you for your consideration. We look forward to reviewing the proposal with you.

O F F E R E D B Y :

IN-PIPE TECHNOLOGY, Inc.

Douglas G. Fagans

President and COO



A C C E P T E D B Y :

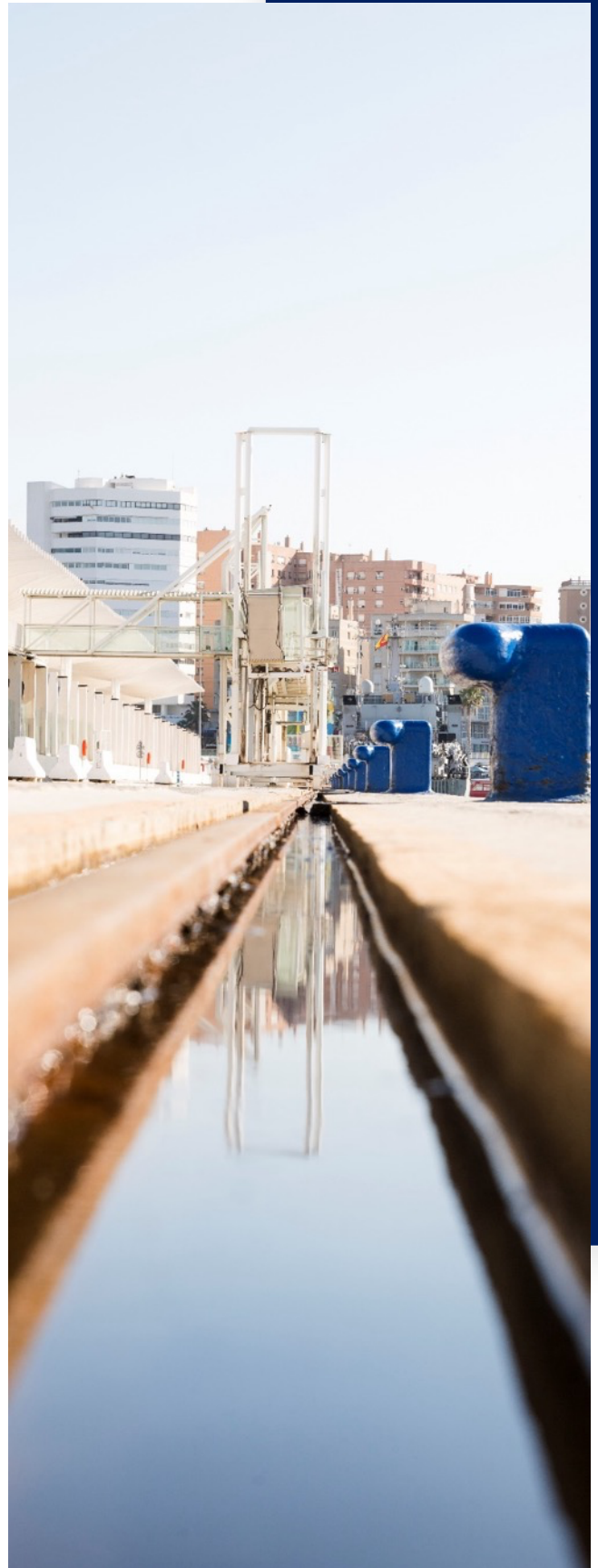
City of Rowlett

Signature: _____

Name & Title:

Date:

Purchase Order No:



Available Maintenance Services

AOP-16 Lift Station Odor Control Units can be maintained by city personnel. Alternatively, IPT can perform the following services (prices are for the 4-unit installation):

- **Full Service - \$2000/month.** This includes a full replacement of all parts (as identified on our parts list) every 10,000 hours, monthly inspection on the unit and the monthly replacement of any optional additional carbon as required.
- **Full Service Plus \$2,500/month.** We will continuously monitor via H2S Acrulog (which remains our property) and fully replace the parts (as identified on our parts list) every 10,000 hours. Includes a monthly inspection on the unit, monthly replacement of carbon filters (if selected), and monthly reporting of H2S levels at the exhaust of the unit.
- **Monthly Inspection and Carbon Filter Replacement if needed - \$1500/month.** We will inspect the unit monthly and notify the customer if/when the unit requires maintenance – we also will replace the carbon (if using) monthly.
- **One Time Service (recommended every 10,000 hours/14 months of operation) - \$16,000.** We will replace all 6 PHI cells and any other parts as necessary (provided the unit has not corroded due to H2S gasses allowed in due to the unit being inoperative) and ensure the unit is ready for an additional 10,000 hours of operation.
- **Replacement Activated Carbon and filter bags- \$500/50lb box.**
- **Complete replacement of each internal PHI unit - \$7,500** (e.g. if unit is left installed inoperative and is corroded due to exposure to H₂S gasses for a prolonged period of time)

IN-PIPE TECHNOLOGY REFERENCES

City of Sarasota

1750 12th Street

Sarasota, FL 34236

Customers Served: 55,500 (6 MGD)

Dates of Service: 2006 to Present

Mr. Scott Woodard, Utilities General Manager

Phone: (941) 270-2079

Email: Wesley.woodard@sarasotafl.gov

City of Grapevine

501 Shady Brook Drive

Grapevine, TX 76051

Customers Served: 15,000

Dates of Service: 2024 to Present

David Clark, Utility Manager

Phone: (817) 410-3390

Email: dclark@grapevinetexas.gov

City of Lakeland

1825 Glendale Street

Lakeland, FL 33803

Customers Served: 97,400 (35 MGD)

Dates of Service: 2001 to Present

Mr. Rick Ruede, Collections Manager

Phone: (863) 834-6571

Email: richard.ruede@lakelandgov.net

City of Texas City

3901 Bay Street

Texas City, TX 77590

Customers Served: 45,000 (13 MGD)

Dates of Service: 2012 to Present

Mr. Calvin Bremer, Wastewater Treatment Superintendent

Phone: (409) 643-5961

Email: cbremer@texas-city-tx.org

City of Oklahoma City

200 N. Walker

Oklahoma City, OK 73102

Customers Served: 200,000 (100 MGD)

Dates of Service: 2014 to Present

Mr. Kenny Davis, Collections Manager

Phone: (405) 990-2661

Email: kenny.davis@okc.gov

City of McHenry

333 S. Green Street

McHenry, IL 60050

Customers Served: 45,000 (13 MGD)

Dates of Service: 2014 to Present

Mr. Russell Adams, Wastewater Superintendent

Phone: (815) 578-1303

Email: radams@cityofmchenry.org

IN-PIPE TECHNOLOGY **STANDARD TERMS AND CONDITIONS**

1.0 ACCEPTANCE Sale of any products or services (hereafter, the “Products”) by Wastewater Acquisition, LLC d/n/a In-Pipe Technology (“Seller”) to Purchaser shall be subject to the terms and conditions of sale contained herein. No change in or addition to these terms shall be binding upon Seller unless specifically accepted in writing by Seller. Seller objects in advance to any additional or different terms proposed in Purchaser’s order.

2.0 PRICING Prices shall be Seller’s price in effect at time of shipment unless otherwise specified in Seller’s written quotation. Quotations automatically expire 90 calendar days from quotation date and may be canceled at any time by written notice.

3.0 FORCE MAJEURE LIMITATION Seller shall not be liable for any loss, damage or expense resulting from delay or failure in the performance of Seller’s obligations hereunder if such delay or failure is due to acts of God or the public enemy, strikes, labor troubles, fire, explosions, riots, war, governmental orders or restrictions, shortages of materials or labor, delay in transportation, theft, accidents or any other cause which is beyond Seller’s reasonable control. Upon the occurrence of any such event preventing the Seller from performing all of its then outstanding contracts, the Seller shall then be entitled to perform such of its contracts as it may select and shall incur no liability to the Purchaser by reason of performing contracts other than this agreement. The Seller’s total liability for damages related to the performance of or failure to perform this agreement shall be limited to the amount of the contract price. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS OF PROFITS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASE IN EXPENSE OF OPERATION OF OTHER EQUIPMENT OR FACILITIES OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4.0 DELIVERY Shipping dates are estimates only and are based on Seller’s projected production schedules and commitments by suppliers. **DELAY IN SHIPMENT OR VARIANCE FROM SHIPPING SCHEDULE SHALL NOT BE CAUSE FOR CANCELLATION OR CLAIM FOR DAMAGE.** Receipt by the Purchaser of any Products or services shall constitute acceptance of delivery and waiver of any claims due to delay.

5.0 WARRANTY Supplier warrants that its labor, materials, and equipment supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor, materials, and equipment for the time this contract is in effect.

5.1 Supplier’s obligation is limited to repair or replacement F.O.B. Purchaser’s facility when examination of any such equipment shall disclose them to Supplier’s reasonable satisfaction to have been defective and Purchaser shall have promptly notified Supplier of the discovery of any such defect. Supplier will not be responsible for; work done, material or equipment furnished or repairs or alterations made by others.

5.2 For any breach hereunder, Supplier shall be liable to Purchaser for all damages (limited as stated in “Liability of Supplier”) as shall be applicable under the law, except as otherwise provided in this agreement. Purchaser shall be entitled to pursue all rights and remedies available by law, except as otherwise provided in this agreement. In any event, Supplier’s total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

6.0 LIABILITY OF SUPPLIER shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence or willful misconduct of Supplier. In no event shall Supplier be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Supplier’s liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Supplier for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Supplier within one (1) year after Supplier’s completion of work hereunder.

7.0 PAYMENTS Terms of payment are net 30 days. The maximum legal rate (or 18%) of interest and all costs of collection (including attorney’s fees) shall be charged on past due accounts. All orders are subject to the continuing approval of Seller’s credit department. If Purchaser is in default in any payment, Seller may declare all payments for work completed

immediately due and payable, stop all further work until payments are brought current and/or require advance payment for future shipments. If the financial condition of the Purchaser at any time does not in the judgment of Seller justify continuance of production or shipment on the terms of payment set forth herein, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

8.0 DRAWINGS If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the equipment and services offered. No work is to be based upon proposal drawings. It is the Purchaser's responsibility to verify that the data given on certified drawings is suitable for applicable installation conditions. Any changes made after the order is released for manufacture will be subject to extra charges.

9.0 TITLE/RISK OF LOSS/DEFAULT Unless otherwise specified by Seller, delivery will be made F.O.B. point of shipment to Purchaser. Title to right of possession and ownership of equipment covered herein shall remain the property of the Seller. The Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller. In case of failure or refusal to make payments when due, then and in any such event the whole of the unpaid portion of the purchase price shall, at Seller's option, become immediately due and payable and in case of such default on Purchaser's part, Seller shall thereupon have the right to enter the premises upon which such property shall be installed and take possession of and remove the same without legal process. This equipment shall retain its character as personal property regardless of its mode of attachment. Risk of loss or damage shall pass to Purchaser on delivery to carrier.

10.0 TAXES In addition to any price specified herein, Purchaser shall pay the gross amount of any present, or future sales, use, excess, value added or other similar tax applicable to the price, sale or delivery of any Products or their use by Seller or Purchaser, or Purchaser shall furnish Seller with a tax exempt certificate acceptable to the taxing authorities.

11.0 CANCELLATION Any order placed with Seller may be cancelled by the Purchaser with a minimum of 60 (sixty) days' notice without penalty,

12.0 PROPRIETARY IPT BULK MICROBE CULTURE The Client agrees that it will use prudent attempts to ensure that no analysis will be allowed on the IPT bulk microbe culture reagents without prior written authorization by In-Pipe Technology Company, LLC. In-Pipe Technology methodology is protected by US Patents (#5,578,211 and 5,788,841 and Canada Patent # 2,272,689) owned by the company.

~~**13.0 DISPUTE RESOLUTION** Any dispute or controversy arising out of, under, or in connection with, or in relation to, this Agreement and/or any amendments thereto, or the breach thereof, which is not resolved informally by prior mutual agreement of the Purchaser and Seller, shall be submitted to non-binding arbitration, unless otherwise waived and/or modified in writing by the Parties. The cost of such arbitration shall be paid by the Purchaser and Seller equally; however, the prevailing party in the arbitration shall be entitled to reimbursement of its attorney's fees and other costs and expenses incurred in connection therewith.~~

~~**13.1** If a dispute arises which is not resolved by arbitration pursuant to the above, and either party reasonably retains counsel for the purpose of enforcing any provision of this Agreement, including without limitation the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages if otherwise available hereunder, or to obtain injunctive or other relief by reason of any alleged breach of any provision of this Agreement, or for a declaration based on a demonstrated necessity of such Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy, then if the matter is settled by judicial or quasi-judicial determination, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred including, without limitation, all attorneys' fees and costs for services rendered to the prevailing Party and any attorneys' fees and costs incurred in enforcing any judgment or order entered. The prevailing Party shall be as determined by the court in the initial or any subsequent proceeding.~~

14.0 GENERAL The terms and conditions hereof cancel and supersede all previous understandings or agreements relating to the Products covered hereunder, written or oral, between Seller and Purchaser and contain the entire understanding of the parties hereto. Terms and conditions in the attached proposal supersede terms and conditions in this document No waiver, alteration, deletion or modification of or addition to any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller. If any term, provision or condition contained herein shall, to any



expert, be invalid or unenforceable, the remainder of the terms, provisions and conditions hereof other than those which are invalid or unenforceable, shall not be affected thereby and each term, provision and condition of this order shall be valid and enforceable to the fullest extent permitted by law. This order and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of Illinois.

March 19, 2026

Mr. Willis Wolverton
Utility Operations Manager
City of Rowlett
400 Main Street
Rowlett, TX 75088

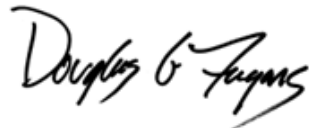
Dear Mr. Wolverton,

This letter is to confirm that the proprietary lift station odor control method used by In-Pipe Technology is a sole source service, provided exclusively by In-Pipe Technology. We are not aware of any other company that provides complete treatment of noxious gases (including hydrogen sulfide) exiting lift stations in substantially the same manner. This equipment must be purchased directly by the City of Rowlett from In-Pipe Technology. There are no agents or dealers authorized to resell this equipment in the state of Texas.

We are not aware of any similar or like service available that would serve the same purpose or function.

If you desire additional information, don't hesitate to contact me at (630) 509-2488 at any time or visit our website at www.in-pipe.com. Thank you for your interest in our products and services.

Sincerely,



Douglas G Fagans
Chief Operating Officer



**City of Rowlett
City Council Agenda Item**

Meeting Date: 6/2/2026

Agenda Item: 4.C.

Title

Consider action approving a Letter of Credit Agreement with Coyle Lakes LLC.

Consider action to adopt a resolution authorizing the Mayor to execute a Letter of Credit Agreement between the City of Rowlett, Texas, and Coyle Lakes LLC in the amount of \$161,405 for Phase I and \$142,047 for Phase II as financial guaranty to secure the installation of landscape improvements to serve Coyle Estates, an approximately 11-acre residential subdivision located north of Main Street and south of Edgewater Drive.


Staff Representative

Josh McCallum, EIT

Executive Summary

The purpose of this item is to consider a Letter of Credit Agreement with Coyle Lakes LLC that will guarantee the installation of public improvements to serve Coyle Estates. Coyle Lakes LLC would like to Final Plat the property prior to completing all of the required landscaping improvements. The Rowlett Development Code, Section §77-504.C.2 allows the developer to enter into an agreement with the City to deposit a financial guaranty in the form of a Letter of Credit that secures the construction of required landscaping improvements prior to approving and recording a Final Plat. The purpose of this Letter of Credit Agreement is to secure specific landscaping improvements that the developer would like to install after the final plat is recorded.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 <p>Strengthen Neighborhood Livability</p>	<p>3.4 Support efficient development patterns and communicate clear policy guidance.</p>

Background Information

Coyle Lakes LLC is developing Coyle Estates, an approximately 11-acre residential subdivision with 45 townhomes in Phase I and 16 townhomes and amenity center in Phase II. The residential development is located north of Main Street and south of

Edgewater Drive.

The relevant timeline of approvals and construction milestones follows:

- Coyle Lakes LLC received a Civil Construction Permit 05/20/2025 from Development Engineering to begin construction of the required public infrastructure to serve the Coyle Estates Development.
- City Engineering Staff conducted a final inspection of the Public Infrastructure on 04/03/2026.
- Coyle Lakes LLC requested to enter a Letter of Credit Agreement with City Engineering and Planning Staff as financial guaranty to secure the installation of landscaping improvements to serve Coyle Estates.

Discussion

Coyle Lakes LLC is requesting a Letter of Credit Agreement with the City that will guaranty the installation of landscaping so that they can submit a Final Plat for consideration by the Planning and Zoning Commission before they complete the landscaping improvements. Upon approval by the Commission, Coyle Lakes LLC will be able to record the Final Plat and begin homebuilding operations that requires a recorded Final Plat to do so.

The Coyle Estates residential development requires water and wastewater utility infrastructure, drainage infrastructure, paving infrastructure, landscaping, and other miscellaneous improvements. Coyle Lakes LLC has hired a contractor who has constructed the water, wastewater, storm drainage and paving infrastructure to serve the development. The contractor has also installed water meter boxes, sewer clean-outs, sidewalks (adjacent to the open space lots), pedestrian ramps, and fencing. However, certain other required improvements such as landscaping and irrigation will not be completed before Coyle Lakes LLC wants to record a Final Plat for Phase I and Phase II as shown in Exhibit A.

If Council authorizes the Letter of Credit Agreement, the Final Plat will be scheduled for consideration at a future meeting of the Planning and Zoning Commission. If the Final Plat is approved by the Commission, Coyle Lakes LLC will wish to record the Final Plat prior to completion of public improvements. The Rowlett Development Code provides a mechanism to secure such improvements against default by a contractor or developer and, in the event that occurs, allows the City to complete the necessary improvements without incurring undue costs. By entering a Letter of Credit Agreement, Coyle Lakes LLC will secure these improvements and amenities with a financial guaranty in the amount of \$161,405 for Phase I and \$142,047 for Phase II which represents 135% of the estimated construction cost of the required improvements.

Per the agreement, Coyle Lakes LLC will have 180 days to complete the improvements for Phase I and 365 days to complete the improvements for Phase II. Any revision to the

agreement would be brought back before City Council for approval.

Financial/Budget Implications

Executing the Agreement will not have any anticipated financial or budgetary implications. The developer will submit an irrevocable Letter of Credit in an amount equal to 135% of the construction costs associated with installing the landscaping. Should the developer complete these improvements to the satisfaction of the City, the City will then accept said improvements and return the Letter of Credit. If the developer does not complete the improvements, either in the timeframe stipulated or to the satisfaction of the City, the City can draw on the Letter of Credit, up to the amount credited, to pay for installation of said improvements.

The amount of the irrevocable Letter of Credit is based on contractor bids for the actual work to be performed as described in Exhibit B and Exhibit C.

Recommended Action

Move to adopt a resolution authorizing the Mayor to execute the Letter of Credit Agreement with Coyle Lakes LLC in the amount of \$161,405 for Phase I and \$142,047 as financial guaranty to secure landscaping improvements to serve Coyle Estates.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF CREDIT AGREEMENT WITH COYLE LAKES LLC IN THE AMOUNT OF \$161,405.00 FOR PHASE I AND \$142.047 FOR PHASE II AS A FINANCIAL GUARANTY TO SECURE THE INSTALLATION OF PUBLIC IMPROVEMENTS TO SERVE COYLE ESTATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coyle Lakes LLC (“Coyle Lakes”) is developing Coyle Estates, an approximately 11-acre residential subdivision with 45 townhomes in Phase 1 and 16 townhomes and amenity center in Phase II, located north of Main Street and south of Edgewater Drive; and

WHEREAS, the Rowlett Development Code, Section 77-504.C.2. allows a developer to enter into an agreement with the City of Rowlett to deposit a financial guaranty in the form of a Letter of Credit that secures the construction of required landscaping improvements prior to approving and recording of a Final Plat; and

WHEREAS, the purpose of the Letter of Credit attached hereto and incorporated herein as Exhibit “A” is to secure specific landscaping improvements that the developer desires to install after the final plat is recorded; and

WHEREAS, the City Council approves and authorizes the Mayor to execute the Letter of Credit Agreement as a financial guaranty to secure the installation of public

improvements to serve Coyle Estates;

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

Section 1. The City Council hereby approves and authorizes the Mayor to execute the Letter of Credit attached hereto as Exhibit "A."

Section 2. This Resolution shall take effect immediately from and after its passage.

Attachments

1. Exhibit A to Resolution - Coyle Estates Letter of Credit Agreement
2. Attachment 1 Exhibits A-C

LETTER OF CREDIT AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of the 2nd day of June, 2026 by and between Coyle Lakes LLC, a Texas limited liability company ("Developer"), and the City of Rowlett, Texas (the "City"), to provide security to insure the completion of infrastructure improvements for Coyle Estates, the Project described hereinafter.

WITNESSETH

WHEREAS, Developer owns development rights to certain real property within the City, situated in Dallas County, consisting of 11.0274 acres of land, which is more particularly described and depicted on Exhibit I and

WHEREAS, Developer is obligated to design, construct and install certain infrastructure improvements in accordance with an approved development plan for a project described as Coyle Estates (the "Project"), said infrastructure generally consisting of landscape, and irrigation improvements, as shown on the construction drawings and the engineer's opinion of probable cost attached hereto and incorporated herein as Exhibit II (the "Infrastructure"); and

WHEREAS, the ordinances of the City, constituting local laws and regulations, mandate the completion of all on-site infrastructure as a prerequisite to the approval and release for recordation of an approved plat; and

WHEREAS, other infrastructure improvements are required but will not be subject to this Agreement; however, the proper installation and construction of the other infrastructure shall be conditions of plat approval, which conditions are not waived herein;

WHEREAS, the Developer has requested a premature approval and release of the Plat for recordation prior to completion of the Infrastructure, and is willing to furnish, as a condition of Plat release, an unconditional letter of credit for Phase I and Phase II to the City to secure proper completion of the Infrastructure, said letter of credit intending to be in an amount equivalent one hundred thirty-five percent (135%) of the estimate of the remaining costs of completion of Infrastructure shown on Exhibit III and Exhibit IV; and

WHEREAS, the City has agreed to accept and hold the letter of credit, approve the Plat (conditioned on its compliance with City requirements), release the Plat for recordation, and release and discharge the letter of credit upon proper completion and City acceptance of the remaining on-site Infrastructure; and

WHEREAS, the Developer agrees to consent to the City's withdrawal of funds against the letter of credit if the Developer fails to complete the Infrastructure in accordance with this Agreement and pursuant to City ordinances.

NOW, THEREFORE, in consideration thereof, the City and Developer hereby agree as follows:

**ARTICLE I
TERMS AND CONDITIONS**

- 1.1 **Letter of Credit.** Developer will furnish and provide to the City an unconditional Letter of Credit, from a qualified bank or financial institution (subject to approval by the City) at the time of or prior to the approval and release of the Plat for the Project, in a sum as itemized herein to pay the estimated cost of completion of construction of the Infrastructure.
- 1.2 **The Fund Amount.** The amount of the Letter of Credit to secure Developer's obligations herein are one hundred thirty-five percent (135%) of the estimated cost of completion of the Infrastructure, which is the sum of One Hundred Sixty One Thousand, Four Hundred Five Dollars (\$161,405) for Phase I and One Hundred Forty Two Thousand and Forty Seven Dollars (\$142,047)for Phase II.
- 1.3 **Treatment of the Letter.** The Letter of Credit shall be non-assignable and held by the City of Rowlett. The Letter of Credit shall be unconditional, and the City may draw against the Letter of Credit and receive payment without the approval or consent of the Developer up to but not in excess of the foregoing sum. Prior demand or notice to the Developer, or verification by the City, shall not be required. Notwithstanding, the Developer shall be responsible to the City for any actual costs or expenses of Infrastructure completion in excess of the sum specified in Section 1.2 hereof, and Developer shall immediately upon demand reimburse the City for all excess costs.
- 1.4 **Use of Funds.** The Letter of Credit shall be held and disbursed in accordance with the terms of this Agreement as follows:
- A. If the Developer fails to perform the work and complete the construction and installation of the Infrastructure improvements shown in Exhibit II in compliance with construction standards and all applicable laws and regulations within 180 days of the deposit for Phase I and 365 days of the deposit for Phase II with the City of the Letter of Credit, subject to force majeure delays, the Developer and its successors and assigns irrevocably give consent to the City for entry onto the Property and to do all work necessary to construct and install the improvements.
- B. The City is hereby authorized to demand payment from the issuing bank or financial institution if the Developer fails to timely complete the Infrastructure and the City undertakes the obligations and responsibility to do so. Draws against the Letter of Credit shall be made at the time the City incurs a financial responsibility to perform work or acquire materials and shall be in the amount incurred by the City. If labor and/or materials are not furnished by the City using City-owned materials,

equipment or personnel, draws shall include an administrative fee of ten percent (10%) in compensation for the City's administrative or overhead charges. The Developer waives, releases, and holds harmless the City from and against any all claims, demands, or disputes of any kind arising from the City's draw against the Letter of Credit.

C. If the Infrastructure improvements are timely completed and accepted by the City, the Letter of Credit shall be released and discharged.

1.5 **Termination.** This Agreement shall terminate upon completion and acceptance of the Infrastructure; provided, however, that the Developer's obligation to remit costs in excess of the amount of the Letter of Credit and the Developer's commitment to waive, release and hold harmless the City from claims shall survive termination.

ARTICLE II PROVISIONS AS TO THE CITY AS HOLDER

2.1 **Limitations of City's Capacity.** This Agreement expressly and exclusively sets forth the duties and obligations of the City, in its capacity as holder of the Letter of Credit, with respect to all matters pertinent hereto. This Agreement constitutes the entire agreement between the City and Developer in connection with the subject matter of this Agreement. Developer agrees to indemnify, hold harmless, release and defend City from any and all claims, demands, losses, and causes of action arising directly or indirectly from the City's management, use, retention or disbursement of draws against the Letter of Credit or any part thereof, and claims, demands, losses and liabilities of any kind arising from the City's completion of the Infrastructure, save and except claims for gross negligence or willful misconduct. The City does not waive, and expressly retains, its defenses and immunities, whether sovereign, governmental, official and otherwise.

2.2 **Plat Release.** The City, upon demonstrated compliance with all platting and subdivision requirements, will consider a final plat for approval notwithstanding the incomplete Infrastructure; provided, however, that nothing in this Agreement shall be construed as a waiver of any regulatory requirements or standards for platting. The City, upon demonstrated compliance with applicable building and construction codes and upon the City's determination as to the safety and readiness of the site, may release building permits for single-family residences on lots that will have been platted by recording the final plat, prior to completion of the Infrastructure. Nothing herein shall be construed as a requirement that permits of any kind, other than building permits for single-family residences, be approved. The Developer also acknowledges and stipulates that certificates of occupancy for any single-family residence that received a building permit under this provision will not be issued until final completion and acceptance of all Infrastructure.

2.3 **Authority to Act.** The City, in its capacity as holder of the Letter of Credit, is authorized and directed by the undersigned Developer to take the actions described in this Agreement regarding the Letter of Credit, only in accordance with the provisions of this Agreement.

2.4 **Miscellaneous.**

A. All representations and covenants contained in this Article II shall survive the termination of this Agreement.

**ARTICLE III
GENERAL PROVISIONS**

3.1 **Instructions.** Any of the parties may act hereunder through an agent or attorney-in-fact, provided satisfactory written evidence of authority is first furnished to any party relying on such authority.

3.2 **Notice.** Any payment, notice, request for consent, report, or any other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to the City:

City of Rowlett, Texas
4400 Main Street
Rowlett, Texas 75088

If to Developer:

Coyle Lakes LLC
13150 Coit Road, Ste 205
Dallas, Texas 75240
Attn: Nick Patel

Any party may unilaterally designate a different address by giving notice of each such change in the manner specified above to each other party.

3.3 **Governing Law.** This Agreement is being made in and is intended to be construed according to the laws of the State of Texas. Any action to construe or enforce this Agreement shall be brought in a state court of proper jurisdiction in Dallas County, Texas, wherein exclusive venue shall lie.

- 3.4 **Construction.** Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no-substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement.
- 3.5 **Successors.** This Agreement shall inure to the heirs, successors and assigns each of the parties hereto.
- 3.6 **Amendment.** The terms and conditions of this Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the undersigned.
- 3.7 **Authorization.** Each person signing this Agreement on behalf of a party hereto is a duly authorized agent of such party. This Agreement shall be binding upon each of the parties hereto, its successors and assigns; and shall inure to the benefit of each of the other parties hereto, its successors and assigns, and no other person or entity shall be entitled to rely hereon, receive any benefit here from or enforce against any party hereto any provision hereof.
- 3.8 **Severance.** That should any word, sentence, subsection, subdivision, clause, phrase or section of this Agreement be adjudged or held to be invalid or unenforceable, the same shall not affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect.
- 3.9 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. Facsimile copies of this Agreement or any amendment thereof may be used, and shall have the same effect as original copies.
- 3.10 **Attorney Fees.** In the event of litigation between the parties with respect to the subject matter hereof or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorney's fees and costs.

Executed by the parties hereto effective as of the date first set forth above.

For Developer:

Coyle Lakes LLC

By _____
Nick Patel

CITY OF ROWLETT, TEXAS

By _____
Jeff Winget, Mayor

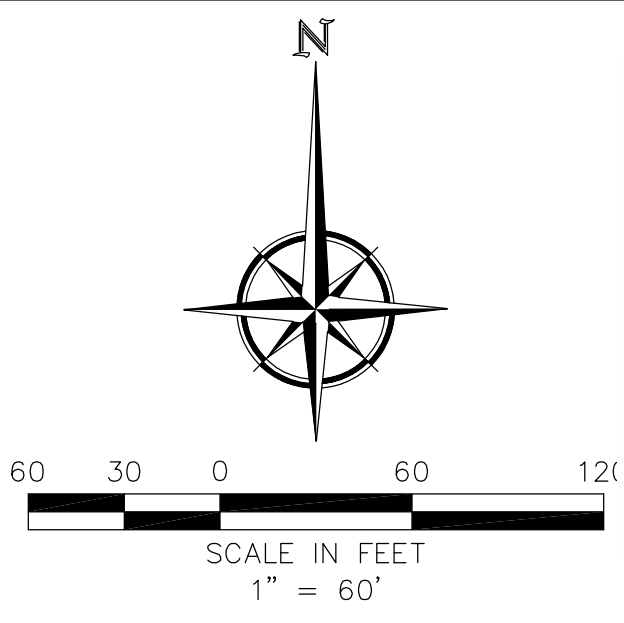
LIST OF EXHIBITS

- Exhibit I: “Preliminary Plat approved by Planning and Zoning on 05/12/2026”
- Exhibit II: “Exhibit A – Landscape Plan, Coyle Estates”; prepared by Kendall Landscape Architecture, 1 page; January 9, 2025.
- Exhibit III: “Exhibit B - Coyle Estates Letter of Credit Agreement, Opinion of Probable Construction Cost Phase I”; Petitt-ECD, 1 page, April 16, 2026.
- Exhibit IV: “Exhibit C - Coyle Estates Letter of Credit Agreement, Opinion of Probable Construction Cost Phase II”; Petitt-ECD, 1 page, April 16, 2026.

THOMAS LUMLEY SURVEY A-789

LOT 1, BLOCK A ADVANTAGE SELF STORAGE ADDITION VOL. 2001233, PG. 42 D.R.D.C.T.

LEGEND table with entries: C.I.R.F., I.R.F., PFC, (CM), A.E., D.E., U.E., S.S.E., W.M.E., D.R.D.C.T.



PROPERTY DESCRIPTION TRACT ONE BEING 5.993 acres of land situated in the Thomas Lumley Survey, Abstract No. 789, Dallas County, Texas...

COMMENCING AT A 1/2-inch iron rod found for the east corner of said 11.000-acre tract and the northeast corner of a tract described as "Second Parcel" in a deed to the State of Texas recorded in Volume 2107, Page 116, DRDCT;

THENCE South 85 degrees 16 minutes 43 seconds West, along the common line of last-mentioned tracts, a distance of 538.89 feet to a 1/2-inch iron rod found for corner in the east line of a called 2.149-acre tract described in a deed to Texas Power and Light Company...

THENCE with the common lines of said 11.000-acre and 2.149-acre tracts, the following courses: North 04 degrees 15 minutes 11 seconds East, a distance of 279.66 feet to a 1/2-inch iron rod found for corner;

THENCE North 00 degrees 45'53" West, along the west line of said 11.000-acre tract, passing at a distance of 500.35 feet a 5/8-inch iron rod with a yellow cap stamped "RPLS 3936" found for reference...

THENCE in an easterly direction with the common line of last-mentioned tracts, the following courses: North 89 degrees 23 minutes 18 seconds East, a distance of 15.25 feet to a "60 D" nail found for corner at the beginning of a non-tangent curve to the right...

PROPERTY DESCRIPTION TRACT TWO BEING 5.007 acres of land situated in the Thomas Lumley Survey, Abstract No. 789, Dallas County, Texas, and being a part of the called 11.000-acre tract described in a General Warranty Deed to Coyle Lakes LLC...

BEGINNING AT A 1/2-inch iron rod found for the east corner of said 11.000-acre tract and the northeast corner of a tract described as "Second Parcel" in a deed to the State of Texas recorded in Volume 2107, Page 116, DRDCT;

THENCE South 85 degrees 16 minutes 43 seconds West, along the common line of last-mentioned tracts, a distance of 538.89 feet to a 1/2-inch iron rod found for corner in the east line of a called 2.149-acre tract described in a deed to Texas Power and Light Company...

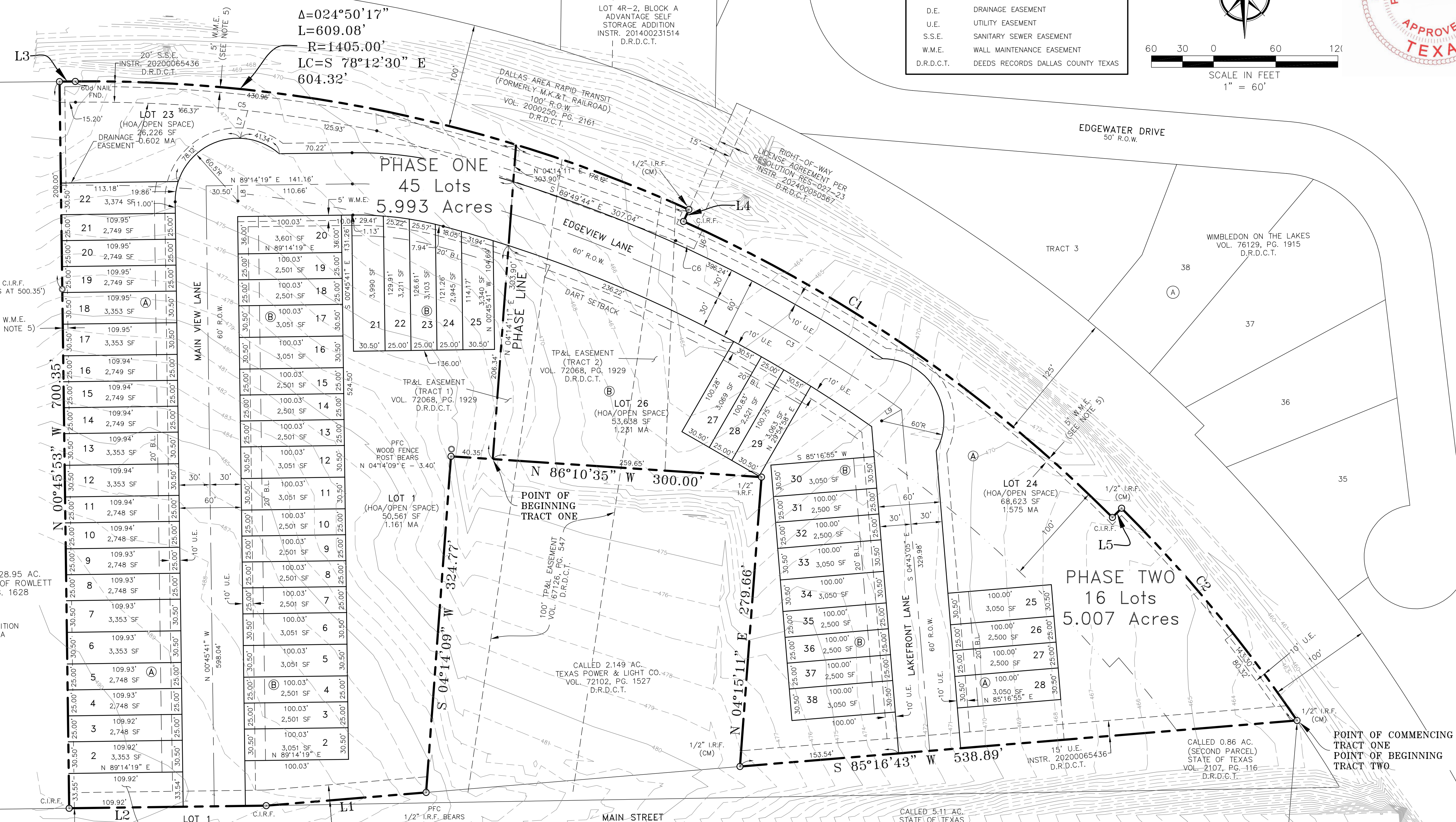
THENCE with the common lines of said 11.000-acre and 2.149-acre tracts, the following courses: North 04 degrees 15 minutes 11 seconds East, a distance of 279.66 feet to a 1/2-inch iron rod found for corner;

THENCE North 4 degrees 14 minutes 11 seconds East, a distance of 303.90 feet to a point found for corner, said point being in the north line of said 11.000-acre tract and being in the south line of a tract described as Part No. 1 in a deed to Dallas Area Rapid Transit...

THENCE in an easterly direction with the common line of last-mentioned tracts, the following courses: An easterly direction, along said curve to the right, through a central angle of 7 degrees 15 minutes 49 seconds, an arc distance of 178.12 feet to 1/2-inch iron rod found for corner at the end thereof;

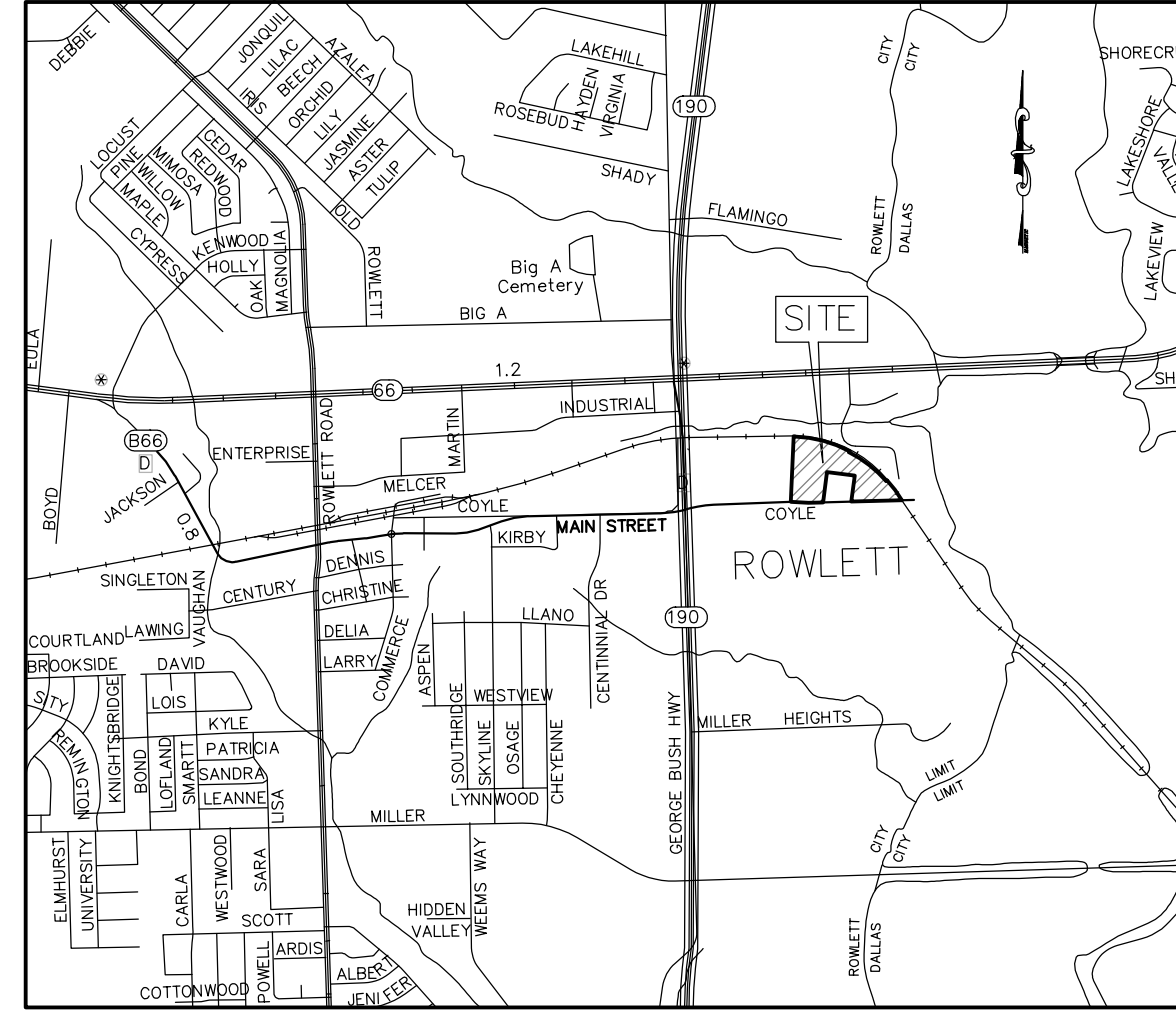
CITY APPROVAL CERTIFICATE Preliminary Plat - For Inspection Purposes Only Approved for Preparation of Final Plat

NOTICE: PRELIMINARY PLAT - FOR INSPECTION PURPOSES ONLY AND IS IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.



REMANINDER OF CALLED 28.95 AC. FIRST BAPTIST CHURCH OF ROWLETT VOL. 2000163, PG. 1628 D.R.D.C.T.

PROPOSED FBC ROWLETT ADDITION LOT 1, BLOCK A



LINE TABLE with columns: NO., DIRECTION, DISTANCE. Lists line segments L1 through L9.

CURVE TABLE with columns: CURVE, DELTA, RADIUS, TANGENT, LENGTH, CHORD BEARING, CHORD. Lists curves C1 through C6.

- NOTES: 1. Basis of Bearings = State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983... 2. According to my interpretations of the Dallas County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48113C0245K, dated July 7, 2014...

THE PURPOSE OF THIS PRELIMINARY PLAT AMENDMENT IS TO DIVIDE THE PROPOSED ADDITION INTO TWO PHASES FOR CONSTRUCTION PURPOSES. BENCHMARKS: CITY OF ROWLETT MONUMENT C-3, CL OF MEDIAN OF LAKEVIEW PKWY, 275' WEST OF SHORELINE DR ELEV. 485.73'

PRELIMINARY PLAT AMENDMENT COYLE LAKES TOWNHOMES PHASE 1 45 RESIDENTIAL LOTS 3 COMMON AREA LOTS PHASE 2 16 RESIDENTIAL LOTS 2 COMMON AREA LOTS AND BEING 11.000 ACRES SITUATED IN THE THOMAS LUMLEY SURVEY, ABST. NO. 789 CITY OF ROWLETT, DALLAS COUNTY, TEXAS

R.C. MYERS SURVEYING, LLC LAND SURVEYOR 488 ARROYO COURT SUNNYVALE, TX 75182 (214) 532-0636 FAX (972) 412-4875 EMAIL: rcmysurveying@gmail.com FIRM NO. 10192300 JOB NO. 401

PETITT - ECD CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION SURVEYING FIRM REGISTRATION #001145 SURVEYING FIRM #0194792 1600 N COLLINS BLVD. SUITE 100 RICHARDSON, TX 75080 (972) 941-8400 DATE: 4/16/2026 SHEET 1 OF 1



C PREPARATION GENERAL NOTES

1. PLAN PREPARED BY:
MICHAEL S. KENDALL
KENDALL + LANDSCAPE ARCHITECTURE
6976 SANTA BARBARA
DALLAS, TEXAS 75214
PHONE: (214) 739-3226
FAX: (214) 373-9802
E-MAIL: MIKE@KENDALL7.COM
TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127
2. ALL AREAS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.

D ROWLETT NOTES

1. EVERY OWNER AND PERSON IN CONTROL OF PROPERTY SHALL KEEP LANDSCAPED AREAS IN A WELL-MAINTAINED, SAFE, CLEAN AND ATTRACTIVE CONDITION AT ALL TIMES.
2. THE CITY OF ROWLETT WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS.
3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY LANDSCAPING, IRRIGATION AND MAINTENANCE OF ANY RIGHT-OF-WAY AREAS BETWEEN THE PROPERTY LINE AND THE CURB LINE.

E LEGEND

- RED OAK - LARGE SHADE TREE
- LIVE OAK - LARGE SHADE TREE
- BUR OAK - LARGE SHADE TREE
- CHINQUAPIN OAK - LARGE SHADE TREE
- CEDAR ELM - LARGE SHADE TREE
- MAPLE - MEDIUM SHADE TREE
- BALD CYPRESS - MEDIUM SHADE TREE
- EVE'S NECKLACE - MEDIUM SHADE TREE
- CRAPE MYRTLE - ORNAMENTAL TREE
- LITTLE GEM MAGNOLIA - ORNAMENTAL TREE
- TREE YAUPON - ORNAMENTAL TREE
- EASTERN RED CEDAR - EVERGREEN SCREENING TREE

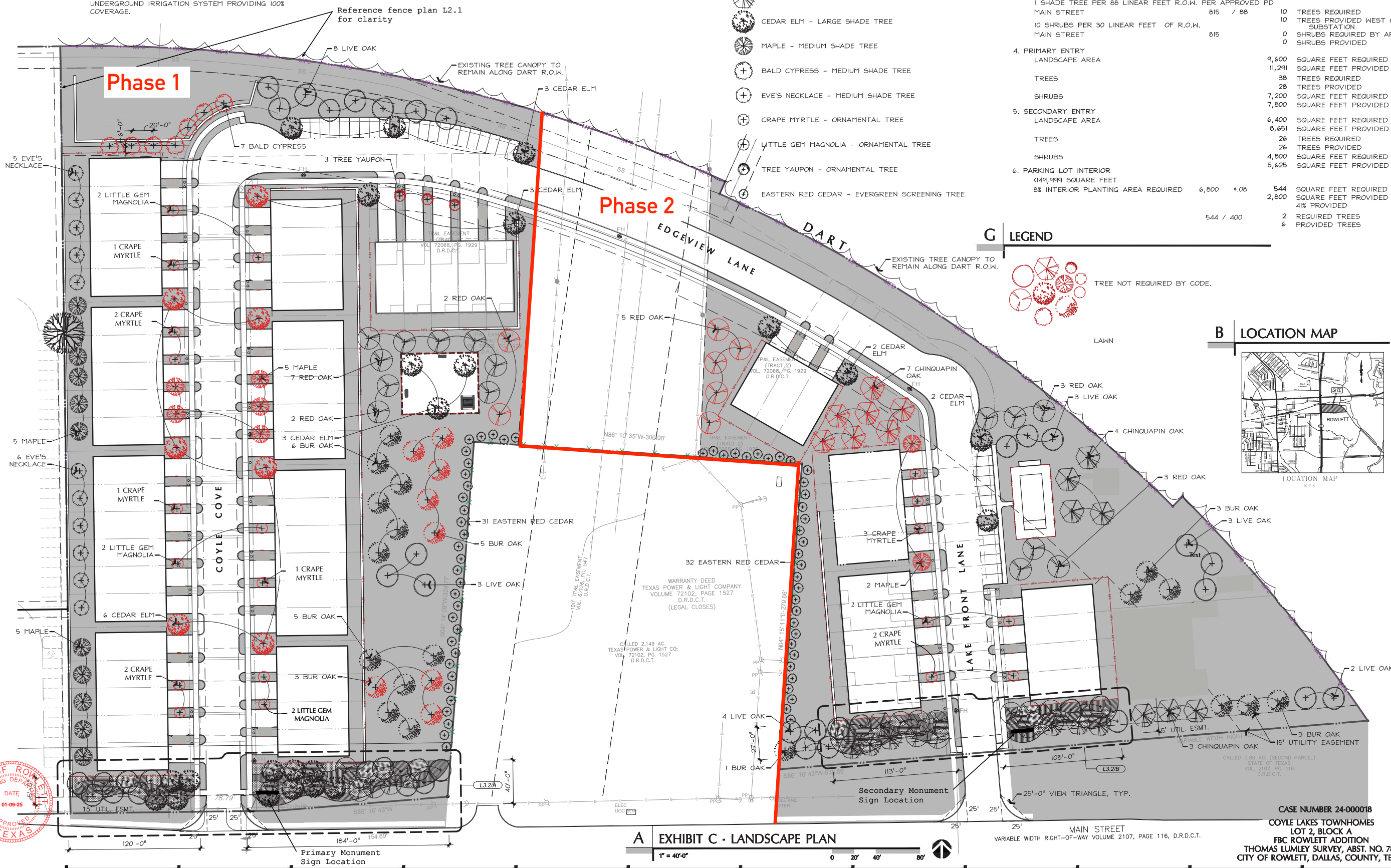
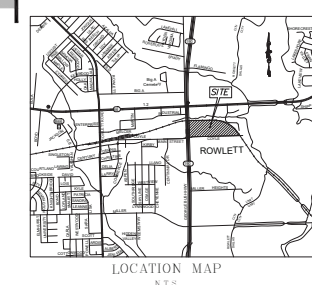
F ORDINANCE REQUIREMENTS - ROWLETT

1. 15% LANDSCAPE	479,170	*.15	71,875	SQUARE FEET REQUIRED
15% LANDSCAPE REQUIRED			272,685	SQUARE FEET PROVIDED
				57% PROVIDED
2. BUFFERS				
TYPE 2 BUFFER AT WEST SIDE				
PD ALLOWS 1 TREE PER LOT	21 LOTS		21	TREES REQUIRED
			21	TREES PROVIDED
TYPE 3 BUFFER AT ADJACENT TO THE SUBSTATION				
PD GRAPHIC SHOWS 107 TREES			63	TREES REQUIRED
			63	TREES PROVIDED
3. RIGHT OF WAY BUFFER				
1 SHADE TREE PER 88 LINEAR FEET R.O.W. PER APPROVED PD				
MAIN STREET	815 / 88		10	TREES REQUIRED
			10	TREES PROVIDED WEST OF THE SUBSTATION
10 SHRUBS PER 30 LINEAR FEET OF R.O.W.				
MAIN STREET	815		0	SHRUBS REQUIRED BY APPROVED PD.
			0	SHRUBS PROVIDED
4. PRIMARY ENTRY LANDSCAPE AREA				
			9,600	SQUARE FEET REQUIRED
			11,291	SQUARE FEET PROVIDED
TREES			38	TREES REQUIRED
			28	TREES PROVIDED
SHRUBS			7,200	SQUARE FEET REQUIRED
			7,800	SQUARE FEET PROVIDED
5. SECONDARY ENTRY LANDSCAPE AREA				
			6,400	SQUARE FEET REQUIRED
			8,651	SQUARE FEET PROVIDED
TREES			26	TREES REQUIRED
			26	TREES PROVIDED
SHRUBS			4,800	SQUARE FEET REQUIRED
			5,625	SQUARE FEET PROVIDED
6. PARKING LOT INTERIOR				
149,999 SQUARE FEET				
8% INTERIOR PLANTING AREA REQUIRED	6,800	*.08	544	SQUARE FEET REQUIRED
			2,800	SQUARE FEET PROVIDED
				41% PROVIDED
	544 / 400		2	REQUIRED TREES
			6	PROVIDED TREES

G LEGEND

- TREE NOT REQUIRED BY CODE.

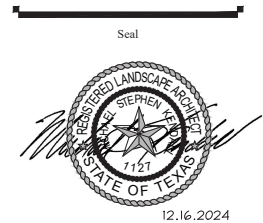
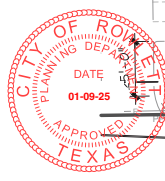
B LOCATION MAP



A EXHIBIT C - LANDSCAPE PLAN

1" = 40'-0"

CASE NUMBER 24-000018
COYLE LAKES TOWNHOMES
LOT 2, BLOCK A
FBC ROWLETT ADDITION
THOMAS LUMLEY SURVEY, ABST. NO. 789
CITY OF ROWLETT, DALLAS, COUNTY, TEXAS

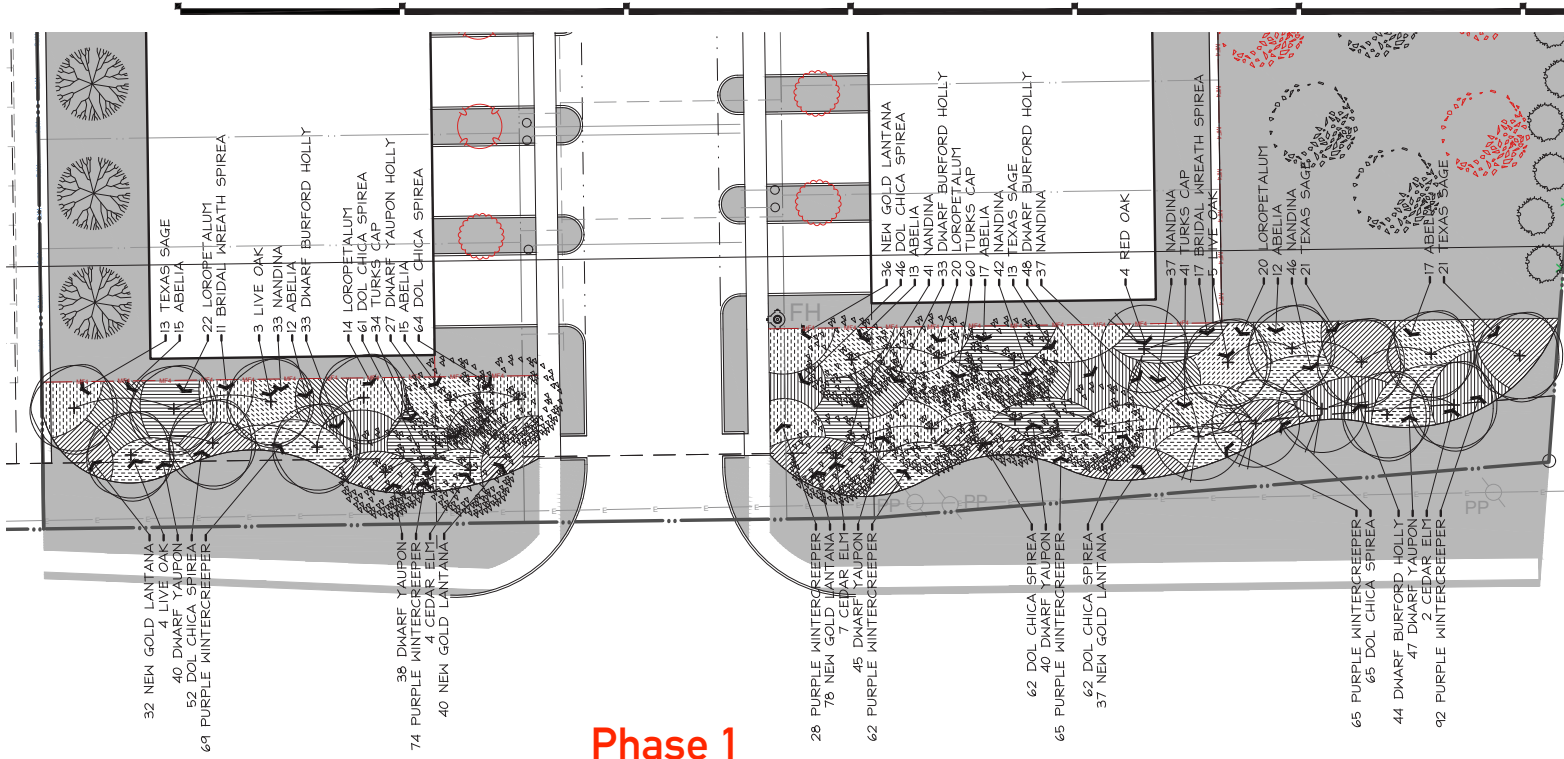


Revision no.1 10.24.2024
Revision no.2 12.16.2024
Revision no.3 12.30.2024
Revision no.4 01.09.2025

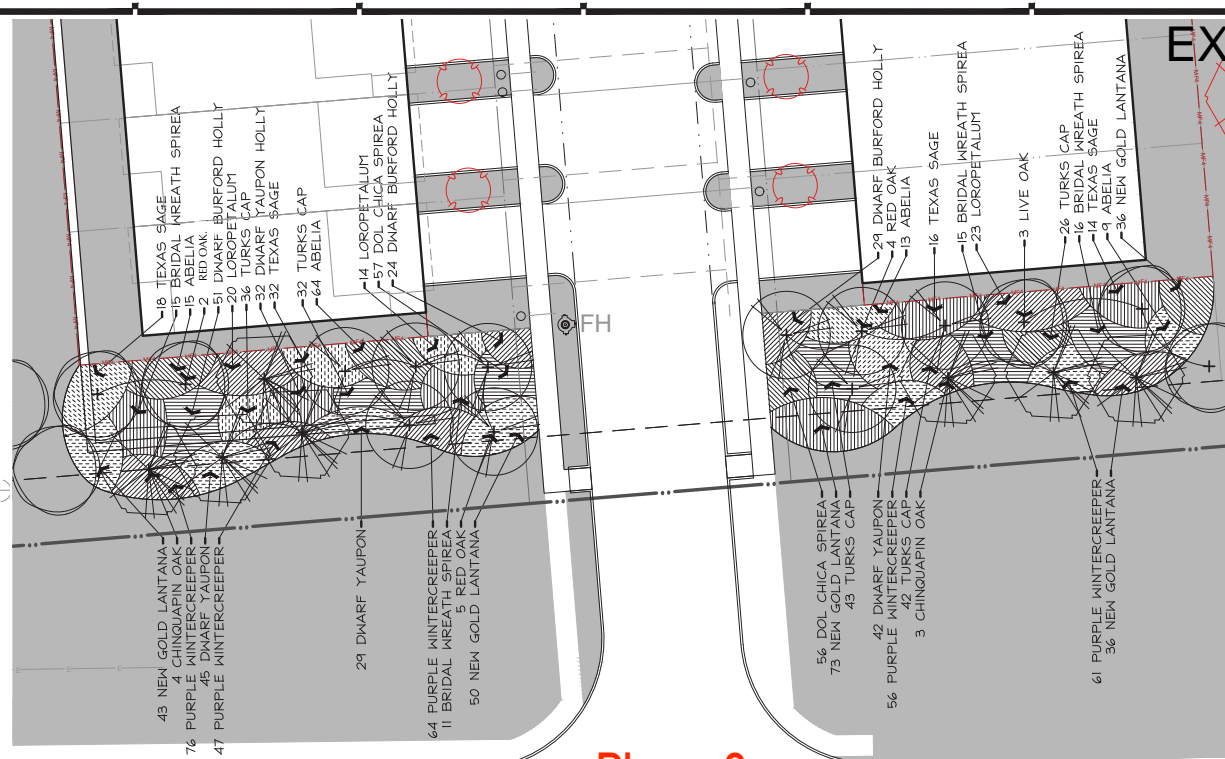
Issue Date
9 January 2025

Sheet Name
EXHIBIT C - LANDSCAPE PLAN

Sheet Number
L3.1



Phase 1
A EAST ENTRY ENLARGED LANDSCAPE PLAN
1" = 20'-0"



Phase 2
B WEST ENTRY ENLARGED LANDSCAPE PLAN
1" = 20'-0"

Phase 1 Quantity In Red Text
Phase 2 Quantity In Blue Text
Building Completion Trees In Back/Front Yards

Phase 1 Quantity In Red Text
Phase 2 Quantity In Blue Text
Building Completion Trees In Back/Front Yards

C MITIGATION REPLACEMENT LISTING - TREES SHOWN IN RED

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

BOTANIC NAME	COMMON NAME	SIZE	DESCRIPTION	QUANTITY	TOTAL CALIPER AT 4" CALIPER
LARGE TREES					
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	4" CALIPER	SINGLE STRAIGHT LEADER.	0 8 0	32
QUERCUS FALCATA	RED OAK	4" CALIPER	SINGLE STRAIGHT LEADER.	2 5 0	28
QUERCUS MUEHLENBERGII	CHINQUAPIN OAK	4" CALIPER	SINGLE STRAIGHT LEADER.	0 7 0	28
ULMUS CRASSIFOLIA	CEDAR ELM	4" CALIPER	SINGLE STRAIGHT LEADER.	0 1 6	28
ACER BUERGERIANUM	MAPLE	4" CALIPER	SINGLE STRAIGHT LEADER.	0 0 7	28
QUERCUS MACROCARPA	BUR OAK	4" CALIPER	SINGLE STRAIGHT LEADER.	8 0 0	32
TAXODIUM DISTICHUM.	BALD CYPRESS	4" CALIPER	SINGLE STRAIGHT LEADER.	7 0 0	28
ORNAMENTAL TREES					
LAGERSTROEMIA INDICA	GRAPE MYRTLE	4" CALIPER	MULTI-TRUNK - 3 CANES MAXIMUM	0 0 12	48
ILEX VOMITORIA	TREE YAUPON	4" CALIPER	MULTI-TRUNK - 3 CANES MAXIMUM	0 0 3	12
MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	4" CALIPER	SINGLE TRUNK	0 0 8	32

* Multi-Trunk ornamental trees shall be measured as the sum of the calipers of the trunks per City of Rowlett ordinance.

2% CALIPER INCHES
TREES NOT REQUIRED
BY CODE

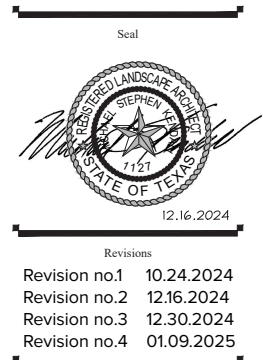
MITIGATION CALCULATION
2% CALIPER INCHES REMOVED
2% CALIPER INCHES NOT REQUIRED BY CODE
2% - 2% = 1 TREE CREDIT

C CITY REQUIRED PLANTING - PLANT LISTING

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

BOTANIC NAME	COMMON NAME	SIZE	DESCRIPTION	QUANTITY
LARGE TREES				
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CALIPER	SINGLE STRAIGHT LEADER.	23 7 0
QUERCUS FALCATA	RED OAK	3" CALIPER	SINGLE STRAIGHT LEADER.	13 19 0
QUERCUS MUEHLENBERGII	CHINQUAPIN OAK	3" CALIPER	SINGLE STRAIGHT LEADER.	0 14 0
ULMUS CRASSIFOLIA	CEDAR ELM	3" CALIPER	SINGLE STRAIGHT LEADER.	19 0 5
ACER BUERGERIANUM	MAPLE	3" CALIPER	SINGLE STRAIGHT LEADER.	0 0 10
SOPHORA AFFINIS	EVE'S NECKLACE	3" CALIPER	SINGLE STRAIGHT LEADER.	0 0 11
QUERCUS MACROCARPA	BUR OAK	3" CALIPER	SINGLE STRAIGHT LEADER.	11 7 0
ORNAMENTAL TREES				
JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	3" CALIPER	SINGLE TRUNK	31 32 0
SHRUBS				
ILEX CORNUTA	DWARF BURFORD HOLLY	3 GALLON	24" ON CENTER	158 104 0
ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	3 GALLON	24" ON CENTER	237 148 0
ABELIA GRANDIFLORA	ABELIA	3 GALLON	48" ON CENTER	101 101 0
LEUCOPHYLLUM FRUTESCENS	TEXAS SAGE	3 GALLON	48" ON CENTER	68 80 0
NANDINA DOMESTICA	NANDINA	3 GALLON	24" ON CENTER	269 33 0
SPIREA X BUMALDA	DOL CHICA SPIREA	1 GALLON	24" ON CENTER	412 133 0
SPIRAEA PRUNIFOLIA	BRIDAL WREATH SPIREA	3 GALLON	48" ON CENTER	28 57 0
LOROPETALUM X	LOROPETALUM	3 GALLON	48" ON CENTER	76 57 0
GROUND COVER				
EUONYMUS FORTUNEI	PURPLE WINTERCREEPER	1 GALLON	18" ON CENTER	455 304 0
MALVAVISCUS ARBOREUS VAR. DRUMMONDII	TURKS CAP	1 GALLON	24 ON CENTER	135 179 0
LANTANA CAMARA	NEW GOLD LANTANA	1 GALLON	24" ON CENTER	223 206 0
LAWN				
CYNDON SPP.	BERMUDA GRASS - SOLID SOD			

COYLE TOWNHOMES
5001 MAIN STREET
ROWLETT, TEXAS



Revisions
Revision no.1 10.24.2024
Revision no.2 12.16.2024
Revision no.3 12.30.2024
Revision no.4 01.09.2025
Issue Date
9 January 2025
Sheet Name
LANDSCAPE PLAN
Sheet Number

Client: Coyle Lakes, LLC
 Project Name: Coyle Lakes Townhomes - Phase 1
 Project No.: 8546
 Date: 16-Apr-26
 Lots: 45
 Acres: 6.1



Contractor Proposal for Construction

		Treeland Nursery	
On-Site Item Description	Quantity	Unit Price	Total Cost
Landscaping - Trees - Southern Live Oak (3" cal.)	23 EA	\$447.00	\$10,281.00
Landscaping - Trees - Red Oak (3" cal.)	13 EA	\$445.00	\$5,785.00
Landscaping - Trees - Red Oak (4" cal.)	2 EA	\$689.00	\$1,378.00
Landscaping - Trees - Cedar Elm (3" cal.)	19 EA	\$439.00	\$8,341.00
Landscaping - Trees - Bur Oak (3" cal.)	11 EA	\$432.00	\$4,752.00
Landscaping - Trees - Bur Oak (4" cal.)	8 EA	\$733.00	\$5,864.00
Landscaping - Trees - Bald Cypress (4" cal.)	7 EA	\$311.00	\$2,177.00
Landscaping - Trees - Eastern Red Cedar (3" cal.)	31 EA	\$183.00	\$5,673.00
Landscaping - Plants - Dwarf Buford Holly (3 gal.)	158 EA	\$13.75	\$2,172.50
Landscaping - Plants - Dwarf Yaupon Holly (3 gal.)	237 EA	\$13.75	\$3,258.75
Landscaping - Plants - Abelia (3 gal.)	101 EA	\$14.50	\$1,464.50
Landscaping - Plants - Texas Sage (3 gal.)	68 EA	\$18.25	\$1,241.00
Landscaping - Plants - Nandina (3 gal.)	269 EA	\$14.50	\$3,900.50
Landscaping - Plants - Dol Chica Spirea (1 gal.)	412 EA	\$15.00	\$6,180.00
Landscaping - Plants - Bridal Wreath Spirea (3 gal.)	28 EA	\$17.75	\$497.00
Landscaping - Plants - Loropetalum (3 gal.)	76 EA	\$16.50	\$1,254.00
Landscaping - Plants - Purple Wintercreeper (1 gal.)	455 EA	\$4.50	\$2,047.50
Landscaping - Plants - Turks Cap (1 gal.)	135 EA	\$7.00	\$945.00
Landscaping - Plants - New Gold Lantana (1 gal.)	223 EA	\$6.00	\$1,338.00
Landscaping - Irrigation - Complete Irrigation System	1 LS	\$31,550.00	\$31,550.00
Landscaping - Miscellaneous - Landscape Mix	35 CY	\$38.00	\$1,330.00
Landscaping - Miscellaneous - Mulch	40 CY	\$27.00	\$1,080.00
Landscaping - Miscellaneous - Metal Edging	500 LF	\$6.10	\$3,050.00
Landscaping - Miscellaneous - Hydro Seeding	1 LS	\$4,000.00	\$4,000.00
Landscaping - Miscellaneous - Tree and Landscape Installation	1 LS	\$10,000.00	\$10,000.00

Treeland Nursery - Landscaping Total	\$119,559.75
Grand Total Construction Cost	\$119,559.75

Client: Coyle Lakes, LLC
Project Name: Coyle Lakes Townhomes - Phase 2
Project No.: 8546
Date: 22-Apr-26
Lots: 16
Acres: 4.9



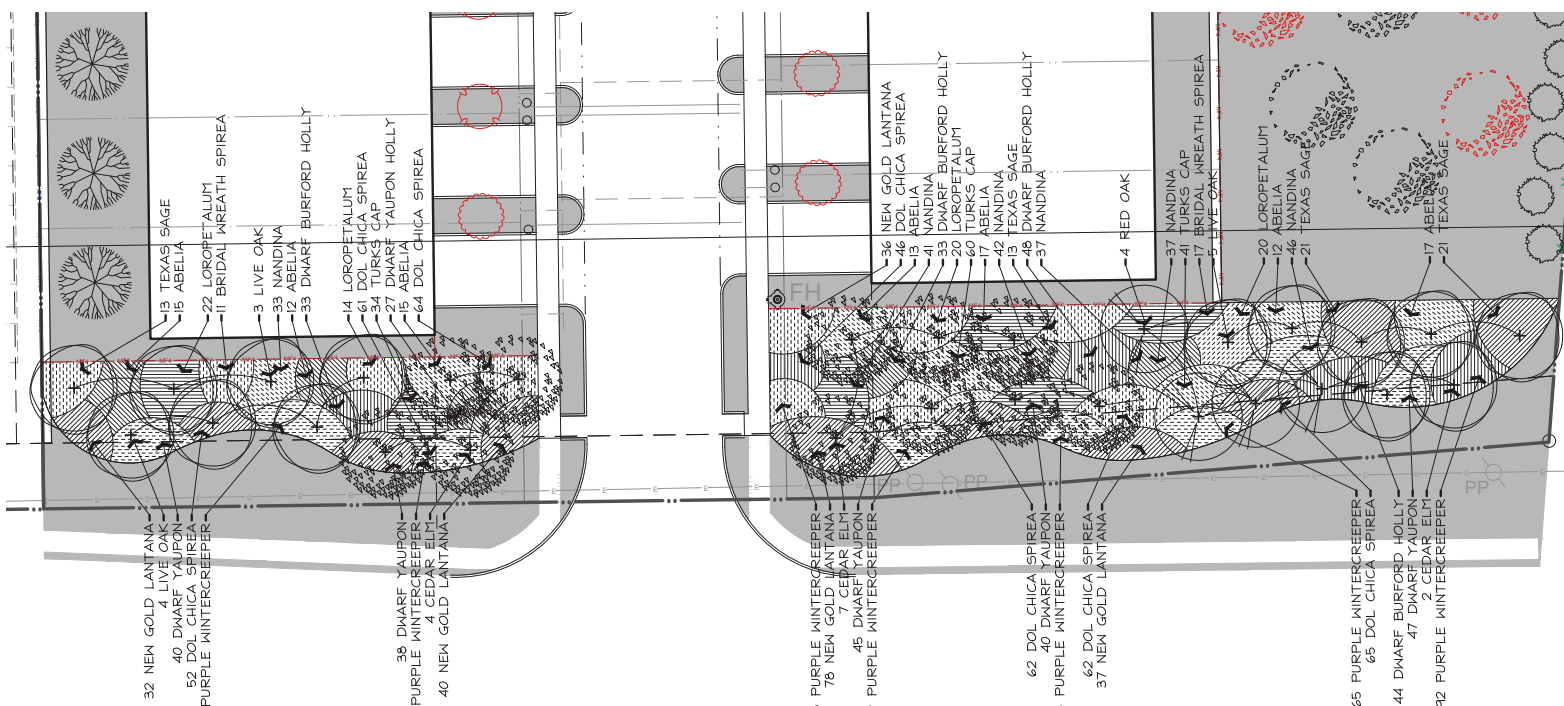
EXHIBIT IV



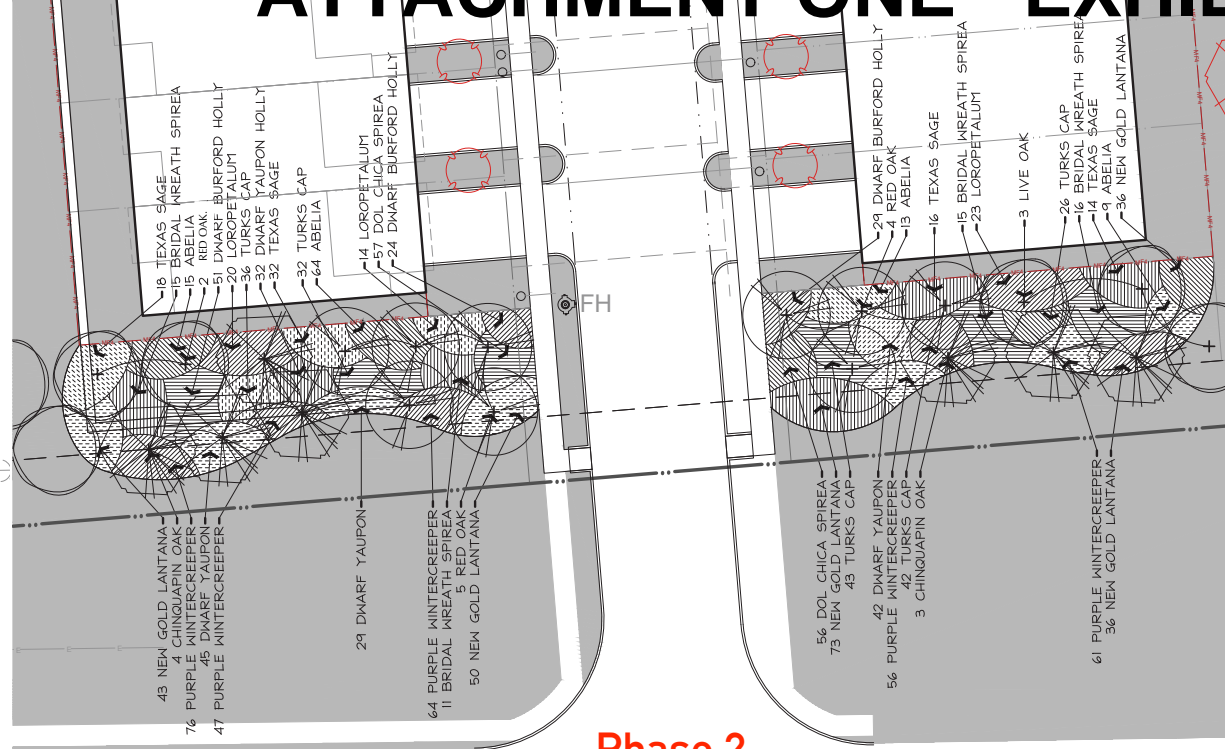
Contractor Proposal for Construction

On-Site Item Description	Quantity	Treeland Nursery	
		Unit Price	Total Cost
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Landscaping - Trees - Red Oak (4" cal.)	5 EA	\$689.00	\$3,445.00
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Landscaping - Plants - Nandina (3 gal.)	33 EA	\$14.50	\$478.50
Landscaping - Plants - Dol Chica Spirea (1 gal.)	133 EA	\$15.00	\$1,995.00
Landscaping - Plants - Bridal Wreath Spirea (3 gal.)	57 EA	\$17.75	\$1,011.75
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Landscaping - Miscellaneous - Mulch	40 CY	\$27.00	\$1,080.00
Landscaping - Miscellaneous - Metal Edging	500 LF	\$6.10	\$3,050.00
Landscaping - Miscellaneous - Hydro Seeding	1 LS	\$4,000.00	\$4,000.00
Landscaping - Miscellaneous - Tree and Landscape Installation	1 LS	\$10,000.00	\$10,000.00

Treeland Nursery - Landscaping Total \$105,220.25
Grand Total Construction Cost **\$105,220.25**



Phase 1
A EAST ENTRY ENLARGED LANDSCAPE PLAN
 1" = 20'-0"



Phase 2
B WEST ENTRY ENLARGED LANDSCAPE PLAN
 1" = 20'-0"

Phase 1 Quantity In Red Text
 Phase 2 Quantity In Blue Text
 Building Completion Trees In Back/Front Yards

Phase 1 Quantity In Red Text
 Phase 2 Quantity In Blue Text
 Building Completion Trees In Back/Front Yards

C MITIGATION REPLACEMENT LISTING - TREES SHOWN IN RED

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

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ACER BUERGERIANUM	MAPLE	4" CALIPER	SINGLE STRAIGHT LEADER.	0 0 7	28
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LAGERSTROEMIA INDICA	GRAPE MYRTLE	4" CALIPER	MULTI-TRUNK - 3 CANES MAXIMUM	0 0 12	48
ILEX VOMITORIA	TREE YAUPON	4" CALIPER	MULTI-TRUNK - 3 CANES MAXIMUM	0 0 3	12
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* Multi-Trunk ornamental trees shall be measured as the sum of the calipers of the trunks per City of Rowlett ordinance.

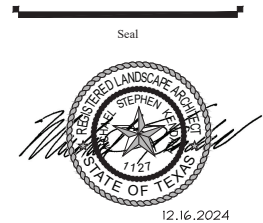
MITIGATION CALCULATION
 295 CALIPER INCHES REMOVED
 2% CALIPER INCHES NOT REQUIRED BY CODE
 2% - 295 = 1 TREE CREDIT

C CITY REQUIRED PLANTING - PLANT LISTING

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

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QUERCUS MACROCARPA	BUR OAK	3" CALIPER	SINGLE STRAIGHT LEADER.	11 7 0
ORNAMENTAL TREES				
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ABELIA GRANDIFLORA	ABELIA	3 GALLON	48" ON CENTER	101 101 0
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NANDINA DOMESTICA	NANDINA	3 GALLON	24" ON CENTER	269 33 0
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GROUND COVER				
EUONYMUS FORTUNEI	PURPLE WINTERCREEPER	1 GALLON	18" ON CENTER	455 304 0
MALVAVISCUS ARBOREUS VAR. DRUMMONDII	TURKS CAP	1 GALLON	24 ON CENTER	135 179 0
LANTANA CAMARA	NEW GOLD LANTANA	1 GALLON	24" ON CENTER	223 206 0
LAWN				
CYNODON SPP.	BERMUDA GRASS - SOLID SOD			

COYLE TOWNHOMES
 5001 MAIN STREET
 ROWLETT, TEXAS



Revisions
 Revision no.1 10.24.2024
 Revision no.2 12.16.2024
 Revision no.3 12.30.2024
 Revision no.4 01.09.2025

Issue Date
9 January 2025

Sheet Name
LANDSCAPE PLAN

Sheet Number
L3.2

ATTACHMENT ONE - EXHIBIT B

Client: Coyle Lakes, LLC
 Project Name: Coyle Lakes Townhomes - Phase 1
 Project No.: 8546
 Date: 16-Apr-26
 Lots: 45
 Acres: 6.1



Contractor Proposal for Construction

Treeland Nursery

On-Site Item Description	Quantity	Unit Price	Total Cost
Landscaping - Trees - Southern Live Oak (3" cal.)	23 EA	\$447.00	\$10,281.00
Landscaping - Trees - Red Oak (3" cal.)	13 EA	\$445.00	\$5,785.00
Landscaping - Trees - Red Oak (4" cal.)	2 EA	\$689.00	\$1,378.00
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Landscaping - Irrigation - Complete Irrigation System	1 LS	\$31,550.00	\$31,550.00
Landscaping - Miscellaneous - Landscape Mix	35 CY	\$38.00	\$1,330.00
Landscaping - Miscellaneous - Mulch	40 CY	\$27.00	\$1,080.00
Landscaping - Miscellaneous - Metal Edging	500 LF	\$6.10	\$3,050.00
Landscaping - Miscellaneous - Hydro Seeding	1 LS	\$4,000.00	\$4,000.00
Landscaping - Miscellaneous - Tree and Landscape Installation	1 LS	\$10,000.00	\$10,000.00

Treeland Nursery - Landscaping Total	\$119,559.75
Grand Total Construction Cost	\$119,559.75

ATTACHMENT ONE - EXHIBIT C

Client: Coyle Lakes, LLC
Project Name: Coyle Lakes Townhomes - Phase 2
Project No.: 8546
Date: 22-Apr-26
Lots: 16
Acres: 4.9



Contractor Proposal for Construction

Treeland Nursery

On-Site Item Description	Quantity	Unit Price	Total Cost
Landscaping - Trees - Southern Live Oak (3" cal.)	7 EA	\$447.00	\$3,129.00
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Landscaping - Miscellaneous - Tree and Landscape Installation	1 LS	\$10,000.00	\$10,000.00

Treeland Nursery - Landscaping Total	\$105,220.25
Grand Total Construction Cost	\$105,220.25

Meeting Date: 6/2/2026

Agenda Item: 4.D.

Title

Consider action approving Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC.

Consider action to approve a resolution authorizing Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC, to evaluate alternative sites and development options for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings, in an amount not to exceed \$187,000; authorizing the Interim City Manager or his designee to execute the Amendment and all necessary and related documents; and providing an effective date.


Staff Representative

Kristoff Bauer, Interim City Manager
 Gary Enna, Interim Director of PW/City Engineering

Executive Summary

Under City Council directive, staff requested a proposal from Hoefer Welker, LLC, the selected design and engineering firm for the Municipal Complex, to explore locations for the components of the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings. Staff is seeking City Council approval of Amendment No. 2 to the Professional Services Agreement with Hoefer Welker, LLC, to add this scope of services.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 <p>Promote Operational Excellence</p>	<p>7.1 Provide responsive, reliable, and cost-efficient public services. 7.2 Become an employer of choice. 7.3 Support investments in upgraded, consolidated City facilities. 7.4 Improve organizational capacity and effectiveness. 7.6 Streamline internal business processes.</p>

Background Information

At their March 16, 2026, meeting, the City Council directed the Municipal Complex design at Herfurth Park project be placed on hold and proceed with identifying alternative sites for the location of the new City Hall, Public Safety Administration, and Animal Services buildings. A chronological synopsis of the program is articulated below.

On May 6, 2023, residents of Rowlett voted to authorize the issuance of general obligation bonds in the amount of \$76.3 million for three facility bond propositions comprising the following.

Proposition A – Public Safety facility in the amount of \$63.9M

Proposition B – Animal Shelter building in the amount of \$8.4M

Proposition C – Herfurth Park in the amount of \$4M

On July 18, 2023, the Council authorized the selling of \$7,330,000 in GO Bonds to support the initial design of the projects contemplated in the 2023 propositions.

On November 27, 2023, the City Council considered site assessment scenarios prepared by staff. Council consensus supported co-locating these investments on the current site of Herfurth Park. This project has subsequently been referred to as the Municipal Complex.

On March 18, 2024, three architectural firms presented their qualifications to the City Council: Parkhill, Hoefer Welker, LLC, and BRW Architects.

On July 16, 2024, the City Council approved a Professional Services Agreement with Hoefer Welker, LLC, for architectural design services for the new Municipal Complex.

On September 17, 2024, City Council contracted with Swinerton Builders to act as the City's Construction Manager at Risk.

On September 28, 2024, City Council held a Special Work Session with Hoefer Welker, LLC and Swinerton Builders to review the layout of the Municipal Complex at Herfurth Park.

On January 6, 2025, the City Council held a special Work Session with Hoefer Welker, LLC to discuss the Council's Vision for the new Municipal Complex.

On October, 1, 2025, the City Council held a special Work Session with Hoefer Welker, LLC and Swinerton Builders to discuss Design and Budget Options for the Municipal Complex.

Discussion

Staff received an amended Professional Services Agreement (PSA) from Hoefer Welker, LLC, to evaluate alternative sites and development options for the new Municipal Complex. The scope of work is broken into two parts. Part A, the Site Suitability Assessment and Selection Process, and Part B, the Community Engagement and Education (Charrettes) component. The study will be a multi-tiered evaluation of potential locations to determine their viability for municipal buildings. The process is designed to provide the city and the public with objective, data-driven results. The amended contract, Attachment A, is attached for reference.

Financial/Budget Implications

Project Code or Budget Account Number	Account or Project Title	Available Budget	Proposed Amount	Remaining Balance
SP2140 BONDGOVT - DESIGN - CONSULT	3278004-6700	\$21,063,240	\$187,000	\$20,876,240

Recommended Action

Move to adopt a resolution authorizing Amendment No. 2 to the Professional Services Agreement with Hoefler Welker, LLC, to evaluate alternative sites and development options for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings, in an amount not to exceed \$187,000; authorize the Interim City Manager or his designee to execute the Amendment and all necessary and related documents; and provide an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HOEFER WELKER, LLC, TO EVALUATE SITES AND DEVELOPMENT OPTIONS FOR THE NEW MUNICIPAL COMPLEX IN AN AMOUNT NOT TO EXCEED \$187,000.000; AND AUTHORIZING THE INTERIM CITY MANAGER TO OR DESIGNEE TO EXECUTE AMENDMENT NO. 2 AND ALL NECESSARY AND RELATED DOCUMENTS THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a Professional Services Agreement with Hoefler Welker, LLC, for architectural design services for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings (the “Agreement”); and

WHEREAS, the City now desires to enter into Amendment No. 2 to the Agreement for Hoefler Welker, LLC to evaluate alternative sites and development options for the new Municipal Complex: City Hall, Public Safety Administration, and Animal Services buildings, in an amount not to exceed \$187,000.00.

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

Section 1. The City Council hereby approves and authorizes the Interim City Manager to execute Amendment No. 2 attached hereto as **Exhibit “A”** and all necessary and related documents thereto.

Section 2. This Resolution shall take effect immediately from and after its passage.

Attachments

1. Exhibit A 2nd Amendment to PSA with Hoefler Welker LLC

STATE OF TEXAS § **AMENDMENT NO. 2**
 § **PROFESSIONAL SERVICES AGREEMENT**
 COUNTY OF DALLAS §

This Amendment No. 2 to the Professional Services Agreement ("Amendment") is made by and between the City of Rowlett, Texas ("City"), a municipal corporation and Hoefel Welker, LLC ("Contractor") acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties previously entered into a Professional Services Agreement ("Agreement") for Design Services for the Municipal Complex with an effective date of July 17, 2024;

WHEREAS, the Parties previously executed Amendment No.1 to the Agreement on October 17, 2024;

WHEREAS, the Parties agree, by execution of this Amendment No. 2, to amend the Agreement to add services for evaluating alternative sites and development options for the Municipal Complex;

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

1. Add services as outlined in Attachment A Scope of Services, attached hereto and incorporated by reference.
2. Compensation for added services as outlined in Attachment B. Fee Schedule, attached hereto and incorporated by reference.
3. All other terms, conditions and provisions of the Agreement remain unchanged and are in full force and effect
4. Unless otherwise noted, this Amendment No. 2 goes into full effect once it is signed by the City and Contractor.

CITY OF ROWLETT

By: _____
 Kristoff Bauer
 Interim City Manager
 Date: _____

HOEFER WELKER, LLC

By: _____
 Name: _____ James Beers
 Title: _____ Principal and Shareholder
 Date: _____ 05/20/2026

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT SCHEDULE

I. PROJECT SCOPE and UNDERSTANDING

A. Site Suitability Assessment & Selection Process

Hoefer Welker will perform a multi-tiered evaluation of potential locations to determine their viability for the Municipal Complex. This process is designed to provide the city and the public with objective, data-driven results.

- **Tier 0: Preliminary Prescreening & Market Scan:** Hoefer Welker, in collaboration with planning and entitlement consultants, will perform a high-level vetting of vacant and underutilized parcels to supplement the seven (7) primary study sites. This scan is limited to a maximum of **300 parcels** city-wide, filtered by three primary drivers:
 - **Civic Identity** - High-visibility "entry points" that serve as welcoming gateways into the City. **Operational Efficiency** - Immediate access to arterial roads to ensure centralized, high-speed emergency response. **Fiscal Stewardship** - Prioritizing City-owned assets to minimize land acquisition costs and maximize existing investment.

HW will evaluate the feasibility of **parcel assembly** for sites requiring multiple ownership transfers. This assessment identifies the complexities of fragmented ownership, specifically noting "hold-out" risks or negotiation hurdles that could compromise project continuity or budget. The result of this phase is a "Short List" presented to the City Council addition to the Tier 1 category.

- **Tier 1: Technical Site Suitability Assessment:** Following City Council approval of the Tier 0 Short List, Hoefer Welker will conduct a deep-dive evaluation of those found during the Tier 0 portion as well as the following:

- 4217 Rowlett Road*
- 5610 Big A Road*
- 3801 Big A Road*
- 5500 Rowlett Road*
- 8502 Schrade Road**
- 4732+4308 Industrial Road**
- 4101+4105+4109+4201+4205 Industrial* & 4020 Lakeview Pkwy**

* indicates potential site proposed by City of Rowlett

** indicates potential site proposed by HW

- **Jurisdictional & Regulatory Framework:** A review of governing jurisdictions, platting status, and current zoning for both the subject site and adjacent properties to identify potential entitlement hurdles.
- **Utility & Infrastructure Capacity:** Evaluation of the availability and proximity of public utilities (water, sewer, and franchise utilities) and their ability to serve the proposed municipal program.
- **Environmental & Drainage Constraints:** Analysis of drainage patterns, floodplain impact, and overall buildable land area to identify environmental risks that could inflate construction costs.
- **Connectivity & Access:** Assessment of site access points ensuring centralized operations and efficient emergency vehicle egress.
- **Ownership & Development Logistics:** Continued vetting of ownership status and site geometry to confirm buildability for Public Safety or Animal Shelter functions.

Due Diligence performed by HW and consultants for up to six different sites with narrative provided via email narrative(s). Sites excluded from Due Diligence are Herfurth Park and current City Hall location. **Each site added by the Tier 0 (Prescreening) will have an additional flat rate, see Design Fees.** Addition of these sites is at the discretion of the City Council.

- **Tier 2: Technical Suitability Evaluation** A deep-dive analysis of the "Candidate Sites" This assessment will evaluate:
 - Development of a detailed Constraints Map identifying topography, floodplains, streams, creeks, and existing easements. This map serves as the technical baseline for all subsequent test-fit planning and building placement.
 - Physical site visits and photographic documentation for each location to identify field conditions that may not be apparent in GIS or public records.
 - High-level review of Waters of the U.S. (WOUS) and analysis of National Soils Information to evaluate drainage, foundation stability, and potential environmental mitigation requirements.
 - Detailed summary of the building permit process, required jurisdictional permits, associated fees, and City landscaping requirements.

For up to three sites, a Site Investigation Report (SIR) to be provided with general restraints and publicly attainable knowledge of each site.

- **Tier 3: Comparative Analysis & Grading** Development of a **Technical Grading Matrix** to rank sites based on the criteria established by City leadership.

II. EXHIBIT A PROFESSIONAL DESIGN SERVICES

B. Community Engagement & Education (Charrettes)

To ensure broad community buy-in, the process will transition to a series of **Public Information Charrettes**:

- **Public Safety Education:** Use of visual aids to clarify the nature of a "Holding/Detention Facility" (e.g., 48-72 hour turnover, no public release) versus a "Correctional Jail."
- **Reveal Scorecards:** Each site would share viability and prepared options while allowing for interactive design discussions.
- **Real-Time Data Collection:** Integration of digital polling/clicker systems to capture objective sentiment and identify the "least objectionable" locations in real-time.

An ideal charrette group size is nine people, to be selected and attendance coordinated by City of Rowlett. Guidelines for Public selections:

- Consider designating a representative after each workshop to share updates with the council.
- From the 14 neighborhood districts (Waterview / Liberty Grove, Westwood, Shady Acres / Princeton, Springfield, Dalrock, Flower Hill, Olivers / City Center, Highland Meadows, Waterview East, Springfield South, Rowlett N/S/E/W), ensure each participates in at least one public charrette.
- Aim for the group to reflect the city's range of socioeconomic backgrounds.
- Include participants with varied professional experiences, ideally including individuals who are well-regarded in the community for their civic involvement.

C. City Council Decision-Support Workshop (Post-Election)

A formal workshop with the City Council (targeted for late July/early August) to present the finalized Suitability Assessment and Community Consensus Report. The goal of this session is to provide Council with the objective data required to make a final site selection

D. Schedule

- May 2026: Release Hoefer Welker for Site Suitability Assessment & Selection Process (approximately 6-8 weeks)
- June – July 2026: (4) Community Charrettes
- July 2026: Data Synthesis and Internal Strategy with City Management, fine tuning site selection(s).
- Late July / Early August 2026: Final Council Workshop with prepared selected sites.

DI. Deliverables

In addition to conceptual plans and site diagrams, Hoefer Welker will provide:

- **Site Suitability Assessment Report (SIR):** A technical ranking of all studied parcels based on the established grading matrix. City selected and confirmed Due Diligence data and Site Investigation Reports from HW and consultants included. **Some sites that did not meet the needed criteria will show up in this list for purposes of objectivity and proof of study.**
- **Community Consensus Report:** A formal synthesis of all public input gathered during the Charrette series, including:
 - Quantitative data from real-time polling/clicker systems.
 - Qualitative summaries of the “least objectionable” site options.
 - This report is intended to serve as the primary decision-support tool for the City Council in their final selection process.

Deliverables will be provided in digital formats appropriate for presentations and recordkeeping.

E. Other Conditions

1. Should the City elect to advance the project following site selection, Hoefer Welker can provide additional professional services to support future architectural and engineering design phases.
2. Additional or supplemental services can be provided on a case-by-case basis as requested by the Client, but no work shall commence without written approval and agreement. Any additional services will modify the original agreed contract amount.
3. The Client shall provide the Architect and any of their subconsultants with information in a timely manner.

F. Assumptions

These items are conditions required for the fee, schedule, and scope to remain valid.

1. The client will provide all necessary information required for the timely completion of the project in time.
2. All of the program elements used during the October 1st, 2025 Workshop shall be used for this exercise.
3. HW’s fee assumes the project will progress in a continuous and orderly manner. Significant delays through no fault of HW may require negotiation of additional fees.

4. If additional out-of-scope work is required, HW will complete the work on an hourly basis at current rates, whether directed by the Client or required by the jurisdiction.
5. Changes in design by the Client after conceptual design completion or after any City submittals/approvals will require an Additional Services Request (ASR).
6. HW will provide an (ASR) for any scope not specifically included in this proposal.

G. Exclusions

These items are not included in the base scope unless added through supplemental services.

1. This proposal includes planning and conceptual design services only. Technical engineering services—such as civil engineering, traffic analysis, environmental studies, surveying, and geotechnical investigations—are excluded from this phase.
2. Design contingencies.
3. Animations and 3D renderings can be provided upon request.

ATTACHMENT "B"
FEE SCHEDULE

1. Site Suitability Assessment & Selection Process **\$145,500**
 - A. Site feasibility evaluations, conceptual site planning and space allocation strategies, access, circulation, and parking analysis program organization and adjacencies, opportunities for phased or long-term expansion, supporting diagrams and graphics that clearly communicate planning intent

2. (4) Public Charrettes **\$30,000**
 - A. Reviewing site opportunities and constraints for ALL sites
 - B. Evaluating conceptual alternatives
 - C. Refining planning priorities
 - D. Confirming consistency with the City's long-range vision
 - E. Prepare all final site plan and collateral into digital format for Community Consensus Report

3. City Council Presentation of Community Consensus Report **\$included**

4. Allowances
 - A. During Site Suitability Assessment Phase, HW and consultants will provide Due Diligence for listed sites included in the fee above, but during this exploration can provide more reporting at the Tier 1 level at rate of \$4,000 per site and at the Tier 2 level at a rate of \$6,000 per site. Decisions for adding sites would need appropriate time prior to Charrette preparation.

example: **#### Main Street** is not on the list of sites, but if the city would like to add it, it would be an additional \$4,000 for Tier 1. If it were found to be not suitable of further exploration or report, Tier 2 would not be needed.
 - B. City shall contract directly with Geotechnical Engineer for any site exploration as prescribed by Hoefer Welker to determine a more accurate foundation cost for each building at all final selected sites, when applicable.

5. Reimbursable Expense Allowance **\$11,500**
 - Reimbursable expenses including but not limited to postage/shipping, printing/reproduction, mileage, and all travel expenses, are included within our fee outlined above.
 - Invoices are processed monthly and are based on a percentage of completion.