# 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, August 18, 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.** Presentation of Proclamation recognizing August 21, 2026, as National Senior Citizens Day.

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

**3. Citizens' Input**

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

**4. Consent Agenda**

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

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

Consider action to approve minutes from the following City Council meeting(s): August 3, 2026, City Council Work Session and August 4, 2026, City Council Meeting.

**4.B. Consider action to authorize the purchase and installation of siding, painting, and re-roofing for**

**the exterior renovation of the Fire Administration Building.**

Consider action to adopt a resolution authorizing the purchase and installation of siding, painting, and re-roofing for the exterior renovation of the Fire Administration building from Dallas Harmony Construction, LLC through a TIPS cooperative purchasing contract, for a price not to exceed $110,396.02; authorizing the Interim City Manager or his designee to execute the Construction Agreement and all necessary documents to effectuate said purchase; and providing an effective date.

**4.C. Consider action to authorize the purchase of one (1) 2027 Pipe Jetter Truck.**

Consider action to adopt a resolution authorizing the purchase of one (1) 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck, from Rush Truck Centers of Texas, L.P., through a BuyBoard cooperative purchasing contract, for a total price not to exceed $193,609.35; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.D. Consider action to authorize the award of a contract for Preliminary Stop Loss Coverage.**

Consider action to adopt a resolution authorizing the award of a contract for RFP 2026-69-B Preliminary Stop Loss Coverage to AmWins/Voya, for an estimated amount of $1,822,201; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.E. Consider action to approve and ratify a supplement Task Authorization for Interim Public Works Director services.**

Consider action to adopt a resolution approving and ratifying a supplemental Task Authorization with Neel-Schaffer, Inc., for Interim Public Works Director services, in an amount not to exceed $177,760; authorizing and ratifying the execution of said Task Authorization by the Interim City Manager; and providing an effective date.

**4.F. Consider action to authorize the purchase and installation of emergency equipment for four (4) police vehicles.**

Consider action to adopt a resolution authorizing the purchase and installation of emergency equipment for four (4) Dodge Durango Police Vehicles, from Defender Supply LLC, through a BuyBoard cooperative purchasing contract, for a price not to exceed $129,352.29; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**4.G. Consider action to authorize the purchase of cybersecurity services.**

Consider action to adopt a resolution authorizing the purchase of Managed Detection and Response (MDR) and Endpoint Detection and Response (EDR) cybersecurity services from Motorola Solutions, Inc., through a DIR cooperative purchasing contract, for a price not to exceed $171,960.52; authorizing the Interim City Manager or his designee to execute the Notice to Proceed and all necessary documents to effectuate said purchase; and providing an effective date.

**5. Individual Consideration**

**5.A.** Consider action to adopt a resolution authorizing Professional Services Agreements for Architectural and Engineering Design Services for the Renovation and Modernization of Rowlett Fire Stations 1 and 4 with Brown Reynolds Watford Architects, Inc. for a price not to exceed $298,700; and for Fire Station 3 with Martinez Architects, LP for a price not to exceed $195,000; authorizing the Interim City Manager or his designee to execute the Agreements and all necessary documents to effectuate said purchase; and providing an effective date.

**5.B.** Consider action to adopt a resolution authorizing Amendment No. 3 to the Professional Services Agreement with Hoefer Welker, LLC, for design services for a Herfurth Park Master Plan, in an amount not to exceed $393,000 (Design and Documentation fee of $290,000, a Re-imaging Session not to exceed $30,000, a Construction Administration fee of $70,000, and Reimbursable Expenses limited to $3,000); authorizing the Interim City Manager or his designee to execute the Amendment and all necessary and related documents to effectuate said purchase; and providing an effective date.

**5.C.** Consider action to adopt a resolution rejecting the bids received in response to the City's Request for Bids No. 2026-74-B, Lake Bend Estates Screening Wall Project; and providing an effective date.

**5.D.** Conduct a public hearing and consider action to adopt an ordinance granting a change in zoning for a property located at 5321 Lakeview Parkway, Suite 104, and being more particularly described as being out of the Thomas Lumley Survey Abstract No. 789, Rowlett, Dallas County Texas, from General Commercial/Retail (C-2) to General Commercial/Retail with a special use permit to allow tattoo parlor use (C-2-SUP).

**5.E.** Conduct a public hearing and take action regarding an ordinance granting a change in zoning for an approximately 1.24 acre parcel located at 1925 Stallion Circle, more particularly described as part of Lot 24, Block 2 of Dexham Estates No. 1, in the City of Rowlett, Dallas County, Texas, from Single Family Residential-40/24 (SF-40) to Single Family Residential-40/24 with a Special Use Permit to allow for an accessory structure with an area not to exceed a total of 2,200 square feet (SF-40-SUP).

**6. Executive Session**

**6.A.** The City Council will convene into Closed, Executive Session pursuant to Texas Government Code, §551.071 (Consultation with Attorney) to discuss or deliberate regarding the proposed sex offender residency penalty ordinance.

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

**7.A.** Consider action to adopt an ordinance amending the Code of Ordinances, Chapter 34 Miscellaneous Offenses, Article IV Regulations of Sex Offender Residency, Section 34-75 Penalty.

**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.**

**8. 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 August 12, 2026, by 5:30 p.m.

**City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, contact the City Secretary at 972-412-6109 or write 4000 Main St., Rowlett, Texas, 75088, at least 48 hours in advance of meeting.**

**City of Rowlett ~ 4000 Main Street, Rowlett TX 75088 ~ www.rowlett.com**

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 2.A.

**Title**
Presentation of Proclamation recognizing August 21, 2026, as National Senior Citizens Day.

**Staff Representative**
Ryan Mullins, Director of Parks & Rec

**Executive Summary**
National Senior Citizens Day is an annual observance held on **August 21** that honors older adults, recognizes their lifetime contributions to society, and raises awareness about issues affecting them.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **ENHANCE QUALITY OF LIFE** | 4.6 Support programs and resources for lifelong learning. |

**Background Information**
National Senior Citizens Day, observed annually on August 21, recognizes the invaluable lifelong contributions of older adults to our families, communities, and society. Improved healthcare has transformed demographics and enhanced the productivity of older citizens, allowing them to remain more active than ever before. With expanded opportunities, many seniors now embark on second careers and serve as inspiring role models for younger generations. The foundation and stability of our communities are the direct result of their enduring hard work, making them deeply deserving of our gratitude and respect.

The history of this observance dates back to 1988, when President Ronald Reagan signed Proclamation 5847, officially designating August 21 as National Senior Citizens Day. In his proclamation, President Reagan emphasized that older individuals have achieved a great deal throughout history and continue to enrich our nation, stating that we owe them our thanks and a heartfelt salute. He noted that the best way to demonstrate gratitude is by ensuring our communities remain supportive places where older adults can age with dignity, maintain independence, and receive the

encouragement and services they need to participate fully.

"For all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute." — President Ronald Reagan

Today, the core goals of the holiday include acknowledging senior achievements, supporting independent living, and spotlighting critical topics like elder health and well-being. There are many meaningful ways to observe the day, such as expressing personal appreciation through phone calls, notes, or visits to older family members and neighbors, or volunteering time at local senior centers, assisted living facilities, and community aging programs.

**Discussion**
N/A

**Financial/Budget Implications**
N/A

**Recommended Action**

**Attachments**
1. Proclamation - National Senior Citizens Day

Rowlett
TEXAS

# Proclamation

**WHEREAS**, the senior citizens of Rowlett have made lasting contributions to our community through their leadership, service, volunteerism, mentorship, and dedication to their families and neighbors; and

**WHEREAS**, older adults possess a wealth of knowledge, experience, and wisdom that strengthens our community, preserves our history, and provides guidance and inspiration for future generations; and

**WHEREAS**, senior citizens continue to enrich the City of Rowlett through active participation in civic organizations, places of worship, local businesses, neighborhood activities, and community programs; and

**WHEREAS**, National Senior Citizens Day provides an opportunity to recognize the achievements of older adults and express our appreciation for the important roles they play in building and sustaining a strong, caring, and connected community; and

**WHEREAS**, the City of Rowlett is committed to promoting the health, independence, dignity, safety, and quality of life of its senior residents and to fostering a community in which people of all ages are valued, respected, and supported; and

**WHEREAS**, all residents are encouraged to honor the senior citizens in their lives, listen to their stories, learn from their experiences, and recognize the many ways they continue to make Rowlett a better place to live.

**NOW, THEREFORE**, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim August 21. 2026, as

## National Senior Citizens Day

in the City of Rowlett, Texas and encourage all residents to join in celebrating our senior citizens and thanking them for their invaluable contributions to our families, neighborhoods, and community.

*In official recognition thereof, I hereby affix my signature this 18th day of August 2026.*

*Jeff Winget, Mayor, City of Rowlett*

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.A.

**Title**
**Consider action approving the minutes.**

Consider action to approve minutes from the following City Council meeting(s): August 3, 2026, City Council Work Session and August 4, 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): August 3, 2026, City Council Work Session and August 4, 2026, City Council Meeting.

**Attachments**

1. 08.03.26 City Council Work Session Minutes
2. 08.04.26 City Council Meeting Minutes

# CITY COUNCIL
# WORK SESSION MINUTES

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

**Monday, August 3, 2026** **6:00 PM** **Municipal Building – 4000 Main**

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

**1. CALL TO ORDER**

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

**2. Citizens' Input**

Four online citizen input submittals were received.

1. Mark Taschek, Rowlett – lighting ordinance
2. Dave Holl, Rowlett – railroad bridge fencing and parking spaces
3. Denise Eijoohi, Rowlett – lighting ordinance
4. Hasan Eijoohi, Rowlett – lighting ordinance
5. Dan Haney, Rowlett – lighting ordinance
6. John Parigi, Rowlett – neighborhood community and lighting

The Council recessed at 6:14 p.m. and returned to open session in the Council Chambers at 6:39 p.m. due to technical issues within the Conference Room.

**3. Work Session**

**3A.** Receive a presentation regarding an update from Dallas Area Rapid Transit (DART).

David Leininger, Interim Chief Executive Officer, highlighted DART's successful transportation operations during recent FIFA events, and noted improved customer satisfaction scores. He stated DART is establishing new post-pandemic performance benchmarks as ridership continues to recover. He reported that Rowlett ridership continues to grow, with approximately 75% of trips destined for Dallas, and discussed DART's efforts to expand GoLink flexibility to better meet each member city's needs. A new online dashboard has also been developed to provide cities with daily ridership and operational data. Mr. Leininger stated that the proposed FY2027 budget maintains current service levels while focusing on ridership growth, operational efficiencies, and proposed governance changes. He reviewed legislation that would expand the DART Board to 21 members, provide each member city with direct representation, and reduce Dallas' voting share to 45%, with implementation anticipated in 2027 if approved.

Safety and security initiatives discussed included expanded fare enforcement, additional Transit Security Officers, the DART Cares Multi-Disciplinary Response Team, behavioral health outreach, enhanced security technology, and continued investment in security cameras. He also reported continued reductions in crimes against persons and property.

Caitlin Holland, Vice President of Real Estate and Economic Development, presented updates on transit-oriented development, highlighting the success of area development, future redevelopment opportunities around the Rowlett Station, and DART's new Tax Increment Reinvestment Zone Partnership Program. She also discussed ongoing collaboration with the City to improve pedestrian connectivity between the station and downtown.

Kay Shelton, Chief of Staff, spoke regarding available DART funding programs. She explained that unused Public Transportation Improvement Program funds allocated to Rowlett remain available for future eligible transit-oriented development projects through an amended interlocal agreement. She also confirmed that General Mobility Program funds may be carried forward from year to year in accordance with program guidelines and are available until the program's expiration.

Members of Council asked questions regarding customer satisfaction, available funding, the new operational dashboard, station security, homelessness, and the transition of the new CEO. DART staff confirmed that unused transportation improvement funds remain available for eligible projects and discussed ongoing efforts to address homelessness and security concerns at the Rowlett Station.

**3B.** Receive a presentation regarding text amendments to Section 77-510 of the Rowlett Development Code regarding exterior lighting.

Allisen Ducay, Planning Manager, presented the proposed amendments to Section 77-510 of the Development Code regarding exterior lighting standards. She explained the proposed ordinance is intended to replace the existing exterior lighting regulations with clearer definitions, measurable lighting standards, objective enforcement criteria, and updated development plan requirements. The amendments were developed following Council direction to establish residential lighting standards, including a maximum illumination level of 0.25 foot-candles at residential property lines. The proposed ordinance was based on research of comparable municipalities, multiple Planning and Zoning Commission Work Sessions, and a public hearing, after which the Planning and Zoning Commission recommended approval. Ms. Ducay stated that approximately 100 lighting complaints had been received between 2023 and 2026, many involving repeat locations. Most complaints were resolved through inspections and voluntary corrective actions. The proposed ordinance is intended to provide objective standards to assist staff in preventing and resolving future lighting complaints. Staff reviewed the proposed changes, including definitions for technical lighting terms such as lumens, foot-candles, and glare, and explained that compliance would be verified through calibrated light meter readings taken at property lines. New developments would be required to submit detailed lighting plans as part of the development review process.

Members of Council discussed the enforceability of the proposed ordinance and asked how it differed from the current regulations. It was explained that the existing ordinance contains general lighting requirements but lacks measurable residential standards, making enforcement more subjective. The proposed ordinance would provide objective criteria for development review and code enforcement. Council also discussed how the ordinance would apply to existing homes and

businesses. Staff clarified that the ordinance would apply to new construction and new lighting installations. Existing legally installed lighting would generally remain as legal nonconforming fixtures; however, if an existing fixture can be reasonably adjusted or shielded to eliminate glare or reduce lighting impacts, those corrective measures may be required.

Several Councilmembers expressed concern about the ordinance becoming more restrictive, particularly for homeowners and businesses. Questions were raised regarding the potential costs associated with compliance, additional lighting plan requirements, and whether the expanded ordinance could discourage future development.

Munal Mauladad, Interim Assistant City Manager, responded that most new commercial developments already meet similar standards and that the proposed changes primarily clarify existing commercial lighting requirements rather than create significant new restrictions. She explained that existing developments would continue to operate under the standards in place at the time of their approval, while new developments would be required to comply with the updated ordinance.

Additional discussion focused on code enforcement procedures. Staff explained that lighting complaints require nighttime inspections using calibrated light meters and emphasized that the City's approach is to work with property owners through education and voluntary compliance before pursuing enforcement action. Council discussed outdoor recreational lighting, sports facilities, special use permits, and exemptions for emergency operations. Staff clarified that athletic field lighting is regulated separately under other sections of the Development Code and that certain temporary or emergency lighting situations would be exempt.

**3C.** Receive a presentation and update regarding amendments to the Code of Ordinances, Article XI "Short-Term Rentals" Chapter 10 "Businesses", Article XI "Rental Housing", Division 7 "Short Term Rentals".

Andrew Espinoza, Assistant Director of Community Development/Chief Building Official, presented proposed amendments. The amendments were developed in response to Council direction and resident concerns regarding Short-Term Rental (STR) density, parking, noise, property maintenance, and public safety. Staff reviewed the proposed changes, which include establishing a first-come, first-served permitting process, requiring a minimum 1,000-foot separation between STRs (with the exception of form-based code areas), requiring a local point of contact who can respond to complaints within one hour, and requiring front-door signage identifying the property as an STR. Additional recommendations included defining "owner-occupied" and "serious incident" to provide consistency in enforcement, requiring STR operators to maintain a minimum of $2 million in liability insurance, and allowing permits to be suspended during investigations involving serious incidents. If a conviction results from a serious incident, permits could be denied or revoked for up to one year, with the possibility of reinstatement if charges are dismissed or not prosecuted. Staff also noted that complaint data shows neighborhoods with higher concentrations of STRs experience more frequent nuisance complaints.

Council discussed concerns that the required front-door signage could unintentionally advertise STR properties, but staff noted similar signage requirements already exist for rental and for-sale properties. Additional discussion was held regarding the annual $2,000 STR permit fee and questioned whether a reduced fee could be offered for owner-occupied STRs. Staff suggested that

the proposed 1,000-foot separation requirement may naturally limit the number of STRs, allowing Council to consider reducing the permit fee without increasing the number of permits issued. Members expressed concern that requiring a criminal conviction before permanently revoking a permit could create situations where an STR resumes operation before an investigation is fully resolved.

Victoria Thomas, City Attorney, explained that the proposed ordinance balances public safety with due process by allowing suspension during an investigation while requiring a conviction before permanent revocation.

Convened into Executive Session at 8:47 p.m. and concluded at 9:09 p.m. The meeting was reconvened into open session at 9:11 p.m.

Following the Executive Session, the Council reached a consensus to move forward with the ordinance as presented.

**3D.** Receive a presentation and update regarding amendments to the Code of Ordinances, Article IV "Regulation of Sex Offender Residency" Ordinance Chapter 34 by amending Section 34.71.

Andrew Espinoza, Assistant Director of Community Development/Chief Building Official, presented the proposed amendments. The proposed amendments would restrict the use of short-term and long-term rentals by registered sex offenders in certain circumstances. It would make it illegal for a property owner to rent, lease, sublease to a sex offender in part or portion, temporary or permanent residence, property or structure, home/apartments, manufactured homes and trailers located within 1,000 feet of places where children commonly gather, including schools, parks, daycare centers, recreational facilities, libraries, and children's-oriented establishments. Staff explained that property owners and short-term rental operators would be expected to exercise due diligence by checking the sex offender registry and complying with the ordinance's requirements.

Council discussed enforcement procedures and was informed that the City typically becomes aware of violations through sex offender registration records.

Victoria Thomas, City Attorney, explained that frequently the property owners are not aware of the tenant being on the sex offender registry and generally are provided 30 to 45 days to resolve the issue in accordance with landlord-tenant laws before they are cited with a violation, while short-term rental violations would typically be addressed immediately due to the temporary nature of the occupancy.

Council emphasized that the purpose of the ordinance is to protect children, place responsibility on property owners to verify compliance, and deter individuals from using rentals to circumvent existing residency restrictions. Council discussed the proposed penalty for violations and questioned whether the standard $500 fine was sufficient.

Ms. Thomas advised that the Council could establish a fine of up to $2,000 by making a finding that the violation impacts public health and safety.

A consensus was reached to support increasing the maximum penalty to $2,000 to reinforce the seriousness of the ordinance and directed staff to incorporate that change into the ordinance presented for action at the following meeting.

**3E.** Receive a presentation regarding the process for the selection of a City Prosecutor.

Kristoff Bauer, Interim City Manager, explained that the request for proposals had been left open for a period of time, closed, and then reopened in an effort to attract additional responses. At the time of the meeting, only one responsive proposal had been received from a firm interested in serving as the City's prosecutor.

Mayor Winget stated the Council Governance Subcommittee serve as the review committee to interview and evaluate any responsive applicants. The subcommittee would make a recommendation to the full City Council, with the final appointment to be made by the Council.

Mr. Bauer stated the solicitation would be open for one additional week before closing it and then scheduling the Governance Subcommittee to review all submitted proposals.

**3F.** Discuss a possible Charter Amendment Election for May 2027 and appointing members to the Charter Review Commission.

Mayor Winget spoke regarding the requirement in the City Charter to appoint a Charter Review Commission at least once every five years, noting that the last Commission was appointed in 2022 and its recommendations were presented to voters in the 2023 election. He stated the Charter also prohibits charter elections more than once every two years, making the City eligible to begin the review process.

The proposed Charter Review Commission would consist of seven voting members and two alternates. The Commission would have up to 12 months to review the Charter, conduct public hearings, evaluate potential amendments, and submit recommendations to the City Council. Mayor Winget provided a tentative timeline that included appointing the commission, conducting the review, completing a legal review of recommendations, and potentially holding a charter election in May 2027. The scope of review includes public comment, bonding requirements, Council resignations, official city map, candidate and officeholder eligibility, City Manager meeting attendance, Council representation, post-service ethics, and a full review for scrivener's errors, obsolete references, grammar, and formatting. Mayor Winget noted the City does not have an election scheduled for May 2027.

Council discussed delaying the formation of the Charter Review Commission until closer to the next regularly scheduled election in 2028, allowing recommendations to remain current while avoiding the expense of a standalone election. Consensus was reached to bring this item back in January 2027, allowing approximately one year for the commission to complete its work before a potential 2028 election.

**4. Executive Session**

**4A.** The City Council shall convene into Closed, Executive Session pursuant to Texas Government Code, §551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Interim City Manager.

Convened into Executive Session at 9:48 p.m. Reconvened into open session at 11:09 p.m.

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

No action was taken.

**6. Discuss Consent Agenda Items for August 4, 2026, City Council Meeting**

Item 4B was requested to be removed from the Consent Agenda.

**7. Adjournment**

Mayor Winget adjourned the meeting at 11:09 p.m.

# CITY COUNCIL MEETING MINUTES

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

**Tuesday, August 4, 2026** **7:00 PM** **Municipal Building – 4000 Main**

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

**Invocation**

The invocation was led by Matthew Hon, Victory Baptist Church.

**Pledges of Allegiance**

The Pledges of Allegiance were led by the City Council.

**1. Call to order**

Mayor Winget called the meeting to order at 7:03 p.m.

**2. Presentations**

**2A.** Presentation of the Comprehensive Monthly Financial Report (CMFR) for the period ending June 30, 2026.

Vaughn Morgan, Budget Analyst, identified several corrections to this item within the Council packet. On page 5 of the packet, the staff report should have stated an anticipated shortfall in the surplus of approximately $236,000. On page 8, the anticipated shortfall should be $263,000, rather than $267,000. And under Fiscal Year 2026 Budget Adopted, the FY2026 Budget adoption date was clarified by adding the year 2025. The City has earned approximately $136 million in revenue with is approximately 7% higher than forecast. The expenses totaled $113 million with was 2% lower than forecast. Property taxes represent approximately 60% of the General Fund revenue budget and are a primary funding source for operations. As of the end of the 3rd quarter, the City collected $45 million in property tax revenue which was approximately 8% above forecast. The City collected $7.7 million in sales taxes through the 3rd quarter which was approximately 2% above the forecast. Overall, the General Fund revenues were $6.1 million higher than forecast and the expenses were $1.5 million lower than forecast. Mr. Morgan stated the water revenues represent approximately 60% of the Utility Fund revenue budget and cover the cost of water acquisition from the North Texas Municipal Water District. As of the quarter end, the City collected $15.2 million through the 3rd quarter which is 4.1% below forecast. Sewer revenues represent approximately 40% of the fund and help cover the costs associated with wastewater treatment. As of the quarter end, the City collected $12 million through the 3rd quarter and were 1% above forecast. Overall,

the Utility Fund revenues are $417 thousand lower than forecast, which reflects a shortfall of water sales that are partially offset by sewer revenues, interest earnings, and disconnection charges. Expenses are $585 thousand higher than the forecast. The variance was primarily attributed to higher than anticipated wastewater treatment costs. These increased costs were partially offset by timing-related savings in services and supplies, as well as personnel savings associated with vacancies. The Drainage, Debt Services, Employee Health Benefits, and Refuse Funds are meeting their respective budget and expectations. The Refuse Fund exceeded forecasted expenses due to increase volume of services; however, this was fully offset by an increase in fee revenues for those services.

It was noted that the departmental line-item variance associated with the City Manager's Office and the additional expenses incurred were related to the departure of the former City Manager, including the subsequent contractual payout and payment of a substantial amount of accrued leave.

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

Councilmember Gibbs provided the following announcements: From the City Secretary's Office - Applications are now open for the newly created Downtown Advisory Board and the 75th Anniversary Task Force Committee. Go to www.rowlett.com for more information.

From Communications and Community Engagement – Ever wondered how the City of Rowlett responds during emergencies, maintains parks, or provides services that keep our community thriving? Rowlett's City Academy gives residents an inside look at local government through interactive sessions, facility tours and conversations with City leaders and staff. Participants learn how each department serves the community while gaining insight into the operations behind the scenes. Applications for the fall 2026 session are open now through Aug. 31. Classes begin in September. Heads up to our faithful Friday @ 5 readers! The City's weekly newsletter will be taking a short hiatus on August 7 and August 14. Friday @ 5 returns on August 21 with all the latest City news and updates. In the meantime, follow the City of Rowlett on social media to stay up to date on news, events and everything happening around town.

And the Library – if you enjoy listening to audiobooks, consider the library's 3 different options to enjoy free audiobooks online through the Hoopla, Libby, or CloudLibrary apps on your phone or tablet. Once you have your library card, connecting is quick and easy, but if you need assistance staff can assist in person or over the phone. Make your library even better by completing their survey at Rowlett.com/Library. Taking a few minutes to share your thoughts helps to design the programs you love, offer the services you need, and build a collection that reflects the community. The Arts and Humanities Commission has 2 opportunities in August to enjoy Rowlett's talent. August 8 is the deadline to submit entry forms and audition videos for the Rowlett Sings Competition. The live music competition will be at 6:30 pm on Saturday, August 29 at the Hella Shrine Events Center. Entries for the annual Photography Contest will be accepted at Rowlett Library on August 7 from 3 to 5 pm and August 8 from 10 am to noon. Entry forms and additional information for both contests can be found at Rowlett.com/Arts.

Councilmember Fassett introduced Gemma. This is a 2-3 year old sweet girl that loves to make new friends. Gemma enjoys going on walks and has a calm and gentle personality that makes her

a joy to be around. Bones – Gemma loves treats and knows how to take them gently! Gemma is looking for a sweet caring family that's just like her to make her part of the family. If you would like to meet Gemma or are interested in any of the other animals, Rowlett Animal Services welcomes you to come visit! They are located at 4402 Industrial Street and are open from 10 a.m. – 5 p.m. Tuesday – Saturday.

Mayor Pro Tem Britton introduced Broda and Sandy McAlister. They are currently competing in the national America's Favorite Couple contest and were among the top six contestants. The contest supports charitable causes and if they win, the prize includes $20,000, a feature in Variety magazine and a dinner in Hollywood. The couple shared that they have been together for nearly 49 years and wanted to demonstrate that love can endure through difficult times. They also stated their support for charitable causes benefiting the homeless and ocean conservation. The public was encouraged to vote before the voting deadline on August 6.

Deputy Mayor Pro Tem John P. Bowers III announced a back-to-school school supply drive located at Girlfriends, Barrocos Latin Cuisine, and Tree of Life Olive Oil will go on until August 9.

**3. Citizens' input**

There were no online Citizens' Input submissions.

1. Shelby Coleman, Rowlett – spoke regarding the Downtown Strategic Plan
2. David Holl, Rowlett – spoke regarding an internal auditor and financing and operation of the Wet Zone
3. Ainsley Stelling, Lewisville – spoke regarding the Sapphire Bay boat ramp
4. Dan Houpt, Rowlett – spoke regarding Item 5E
5. Rachel Ashworth, Rowlett – spoke regarding the Downtown Strategic Plan
6. Traci Houpt, Rowlett – spoke regarding the Downtown Strategic Plan
7. Alison Houpt Felderhoff, Rowlett – spoke regarding the Downtown Strategic Plan
8. Denise Eijoohi, Rowlett – spoke regarding accessory structure and ordinances
9. Hasan Eijoohi, Rowlett – spoke regarding accessory structure and property damage
10. Steven Pruitt, Jr., Rowlett – spoke regarding pedestrian crossing signal, bottle-filling station at the Rowlett Community Centre, and the Rowlett Cemetery
11. Kara Brown Solis, Rowlett – spoke regarding the Downtown Strategic Plan
12. Rhonda Johnson, Rowlett – spoke regarding the Downtown Strategic Plan
13. Brooke Allen, Rowlett - spoke regarding the Downtown Strategic Plan and pavilion
14. Patrick Bandle, Rowlett – spoke regarding Lake Bend Estates screening wall
15. Kathy Kirk, Rowlett – spoke regarding City transparency, inconsistencies within the Council packet, the Coyle House, and permitting of an accessory structure
16. Beth Crockett, Rowlett – spoke regarding the increase in the City Manager's Office budget and the Coyle House

**4. Consent Agenda**

Item 4B was removed from the Consent Agenda to be considered individually.

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

Consider action to approve minutes from the following City Council meeting(s): July 15, 2026, City Council Special Meeting, July 17, 2026, City Council Special Meeting, July 20, 2026, City Council Work Session, and July 21, 2026, City Council Meeting.

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

**4B. Consider action to receive the investment report.**

Consider action to receive the third quarter investment report for June 30, 2026.

**This item was removed from the Consent Agenda to be considered individually.**

Michael Kuhn, Treasury & Debt Manager, presented this item and explained that the report and the City's Investment Policy are presented in accordance with the Texas Public Funds Investment Act, which requires annual adoption of the investment policy and quarterly reporting. He reviewed the City's investment objectives, emphasizing the priorities of preserving principal, maintaining sufficient liquidity to meet cash flow needs, achieving a market rate of return within acceptable risk levels, and ensuring all investment activities avoid conflicts of interest while maintaining public confidence. Mr. Kuhn provided the third quarter overview and reviewed the City's portfolio composition. The overall portfolio balance decreased by approximately $10 million during the quarter, reflecting the receipt of revenues earlier in the fiscal year and the gradual expenditure of those funds. The portfolio remained in compliance with the City's Investment Policy; and the portfolios were performing as expected under current market conditions.

Councilmember Holston asked about the positive variance in investment earnings. Mr. Kuhn explained that the annual budget was based on projected cash flows and anticipated interest rate cuts; however, interest rates remained higher than expected, resulting in investment earnings exceeding budget projections.

**A motion was made by Councilmember Holston, seconded by Councilmember Fassett, to approve this item as read. Motion passed 7-0.**

**4C. Consider action to approve the appointment of members to the Rowlett Youth Advisory Council.**

Consider action to adopt a resolution appointing regular and alternate members to the Rowlett Youth Advisory Council.

**This item was approved on the Consent Agenda as RES-26-08-68R.**

**4D. Consider action approving a Memorandum of Understanding with Texas Department of Emergency Management (TDEM).**

Consider action to adopt a resolution approving a Memorandum of Understanding between the Texas Division of Emergency Management (TDEM) and the City of Rowlett to provide and receive various levels of mutual aid support.

**This item was approved on the Consent Agenda as RES-26-08-69R.**

**4E. Consider action to vacate and abandon a 7.5-foot utility easement.**

Consider action to adopt an ordinance abandoning a 7.5-foot utility easement at 214 Point Royal Drive in favor of Ray & Tiffany Grothaus.

**This item was approved on the Consent Agenda as ORD-26-08-26.**

**4F. Consider action to authorize the purchase of rehabilitation services for 23 sanitary sewer manholes.**

Consider action to adopt a resolution authorizing the purchase of rehabilitation services for 23 sanitary sewer manholes, from Fuquay, Inc., through a BuyBoard cooperative purchasing contract, for a total price not to exceed $155,124.00; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**This item was approved on the Consent Agenda as RES-26-08-70R.**

**4G. Consider action to approve adding Section 34-5 to the Code of Ordinances, Chapter 34 "Miscellaneous Offenses."**

Consider action to adopt an ordinance amending the Code of Ordinances, Chapter 34 "Miscellaneous Offenses", Article I "In General", adding a new Section 34-5 "Urinating or Defecating in Public."

**This item was approved on the Consent Agenda as ORD-26-08-27.**

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

**5. Individual Consideration**

**5A.** Continue the public hearing and consider action to adopt an ordinance amending the Rowlett Development Code, as previously amended, by amending Chapter 77 "Development Code," Chapter 77-500 "Development and Design Standards" by repealing and replacing in its entirety section 77-510 "Exterior Lighting"; Providing for a Savings Clause; Providing for a penalty of fine not to exceed the sum of Two Thousand ($2,000.00) dollars for each offense; and providing for an effective date.

Allisen Ducay, Planning Manager, presented the proposed amendments to Section 77-510 of the Development Code regarding exterior lighting. The amendments were intended to establish clear, measurable lighting standards to protect adjacent residential properties from excessive light and glare while maintaining adequate lighting for safety and security. She explained that the current ordinance contains general requirements but lacks measurable residential lighting standards and definitions for technical terms, making enforcement difficult. She reviewed the purpose of the amendments, noting they would provide objective enforcement criteria, improve consistency during development review, and modernize the existing ordinance. Key definitions, including lumens, foot-candles, and glare, were explained. Ms. Ducay stated the proposed maximum illumination standard of 0.25 foot-candles at residential property lines, which would be verified through lighting plans during development review and field measurements when investigating complaints. She also clarified how existing lighting fixtures would be treated. The existing fixtures may remain in place as grandfathered; however, to be grandfathered (i.e. legally nonconforming), the light fixture must have been in compliance with the prior exterior lighting ordinance requirements regarding glare, light trespass, and shielding. Grandfathered fixtures, to the extent that angle adjustments and shielding can be performed, must still be brought into compliance with the light nuisance and shielding requirements. A 90-day compliance period would be provided before enforcement action.

Ms. Ducay stated the Planning and Zoning Commission reviewed the proposed amendments during multiple work sessions and a public hearing before recommending approval.

The public hearing opened at 8:19 and closed at 8:28 p.m. with three speakers.

1. Mark Taschek, Rowlett
2. Denise Eijoohi, Rowlett
3. Hasan Eijoohi, Rowlett

Council discussed the proposed amendments. Several Councilmembers thanked staff for the extensive work completed on the ordinance but expressed concerns regarding implementation, enforcement, grandfathering provisions, impacts on property owners and businesses, and the City's ability to administer the regulations effectively. It was stated that while the ordinance addressed legitimate concerns regarding lighting and glare, they remained concerned about enforcement, compliance, grandfathering provisions, impacts on businesses, and the overall complexity of the revised ordinance.

A motion was made by Councilmember Kizziar to approve the ordinance failed for lack of a second.

**A motion was made by Mayor Pro Tem Britton, seconded by Deputy Mayor Pro Tem Bowers III, to DENY this item. Motion to DENY passed 7-0.**

**5B.** Conduct a public hearing and consider action to adopt a resolution adopting the City's 2026 Community Development Block Grant Annual Action Plan; and authorize the City Manager to execute and submit all documentation and certifications to the United States Department of Housing and Urban Development (HUD).

Munal Mauladad, Interim Assistant City Manager, presented the proposed plan. As required by HUD, the City must adopt an Annual Action Plan consistent with its Consolidated Plan following the required public hearing process. The objectives of the program include benefiting low-income

persons (80% of area median income) or eliminating and preventing blight or addressing an urgent community need (disaster relief). Income eligibility guidelines and eligible program activities were also presented. Ms. Mauladad explained that no more than 15% of the allocation may be used for public services, including public safety, senior services, education, recreation, crime prevention, and housing assistance. Eligible public facility improvements include street and alley reconstruction, park and utility improvements, drainage projects, code enforcement, and housing rehabilitation. Administrative expenses are also limited by HUD regulations.

The proposed budget allocates funding for public facility improvements, including Randi Road alley reconstruction, after-school outreach program through the Police Department, and rent and mortgage assistance administered by the Salvation Army.

Staff reviewed the areas eligible for public facility improvements and noted that the proposed projects comply with HUD eligibility requirements. The required public participation process included two public hearings, and no public comments were received.

Members of Council thanked staff and the City's consultant for their work administering the program and acknowledged the positive impact of the partnership with the Salvation Army. Council also expressed a desire to continue evaluating ways to maximize the use of available federal funding to benefit City residents.

The public hearing opened and closed at 8:43 p.m. with no speakers.

**A motion was made by Mayor Pro Tem Britton, seconded by Councilmember Gibbs, to approve as presented. Motion passed 7-0. This item was approved RES-26-08-71R.**

**The Mayor announced a brief recess at 8:44 p.m. before proceeding with the next agenda item. The meeting was reconvened at 8:55 p.m.**

**5C.** Consider action to adopt an ordinance amending the Code of Ordinances, Article XI "Short-Term Rentals" Chapter 10 “Businesses”, Article XI “Rental Housing”, Division 7 “Short Term Rentals” by adding Section 10.453 to add a definition of “Serious Incident;” by adding a new Section 10.458A “Density Regulations; Exceptions”, by amending Section 10–459 to require an exterior sign; by amending Section 10-460 “Proof of Insurance;” by amending Section 10-477 “Revocation of Permit;” providing a severability clause; providing a conflict clause; and providing an effective date.

Andrew Espinoza, Assistant Director of Community Development/Chief Building Official, presented this item. The proposed amendments included a first-come, first-served application process, adding definitions, establishing density regulations and exceptions, requiring exterior signage, increasing insurance retirements, and adding additional parameters for permit revocation and suspension.

Members of Council discussed the 1,000-foot separation requirement and clarified that the exception applies only to the Bayside Special District area. Concern was expressed regarding the $2,000 short-term rental application fee, noting that while the fee was intended to recover administrative costs, the new distance requirements may now serve as the primary limitation. Staff

explained that the program requires specialized software and inspection services but did not have specific cost information available at the meeting.

**A motion was made by Councilmember Gibbs, seconded by Deputy Mayor Pro Tem Bowers III, to approve as presented. Motion passed 7-0. This item was approved as ORD-26-08-28.**

**5D.** Consider action to adopt an ordinance amending the Code of Ordinances, Article IV "Regulation of Sex Offender Residency" Ordinance Chapter 34 by amending Section 34.71 to provide for an additional offense prohibiting property owners from renting certain real property to registered sex offenders; providing a severability clause, providing for a fine not to exceed the sum of five hundred ($500) dollars for each offense; and providing an effective date.

Andrew Espinoza, Assistant Director of Community Development/Chief Building Official, stated the proposed ordinance amendments are intended to enhance community safety by restricting the use of rentals by registered sex offenders. The proposed amendment would make it illegal for a registered sex offender to lease, sublease, or rent a short-term or long-term rental located within 1,000 feet of places where children commonly gather, including schools, parks, daycare centers, recreational facilities, libraries, and children's-oriented establishments, as defined by City ordinance. Mr. Espinoza explained that property owners and short-term rental operators would be expected to exercise due diligence by checking the sex offender registry and complying with the ordinance's requirements.

Discussion was had regarding the enforcement procedures. Staff stated the city typically becomes aware of violations through sex offender registration records.

Victoria Thomas, City Attorney, explained that long-term rental property owners are generally provided 30 to 45 days to resolve violations in accordance with landlord-tenant laws, while short-term rental violations would typically be addressed immediately due to the temporary nature of the occupancy.

It was emphasized that the purpose of the ordinance is to protect children, place responsibility on property owners to verify compliance, and deter individuals from using short-term rentals to circumvent existing residency restrictions.

Discussion was had concerning the proposed penalty for violations and questioned whether the standard $500 fine was sufficient. It was advised that the Council could establish a fine of up to $2,000 by making a finding that the violation impacts public health and safety.

A consensus of the Council supported increasing the maximum penalty to $2,000 to reinforce the seriousness of the ordinance and directed staff to incorporate that change into the ordinance presented for action at the following meeting.

**A motion was made by Mayor Pro Tem Britton, seconded by Councilmember Gibbs, to approve as presented. Motion passed 7-0. This item was approved as ORD-26-08-29.**

**5E.** Consider action to adopt an ordinance granting a variance to the City's alcoholic beverage distance

requirements to allow the sale of wine and malt beverages for off-premises consumption at the retail sales establishment located within Waterview Plaza, situated at the intersection of Liberty Grove Road and Princeton Road.

Munal Mauladad, Interim Assistant City Manager, explained that the request was necessary because the variance previously granted in 2014 was specific to the prior business owner and does not automatically transfer with a change in ownership. The new owners are required to obtain a new variance from Council to continue selling alcohol under the same conditions. The establishment has operated under the previous variance for approximately 12 years without known issues. Ms. Mauladad reviewed the Texas Alcoholic Beverage Commission (TABC) distance requirements and explained that the property is approximately 236 feet from a nearby school, which creates the need for a variance. Staff clarified that the ordinance contained an error and should refer to a school rather than a church. The distance requirements for schools and churches differ.

Sameer Khatri, the applicant, stated that the ownership transfer occurred on June 15, 2026. He explained that the business intends to continue operating similarly to the previous ownership, with the same employee remaining at the store and the owners being actively involved. He stated that the owners are TABC-certified and operate other stores with alcohol sales. The applicant explained the store layout and safety measures in place, noting that beer and wine products are located toward the back of the store, with wine displays covered and not visible from the entrance. He stated that security cameras are monitored, employees check identification, and additional measures are being considered, including restricting backpacks in the store, to prevent minors from accessing alcohol products. The applicant stated that alcohol sales represent approximately 15–20% of total daily sales, with the majority of sales consisting of beverages, snacks, ice cream, and other convenience items. He also stated that the previous owner had operated under the alcohol variance for many years without reported TABC violations or complaints.

Concerns were voiced regarding the proximity of the business to nearby schools and the importance of preventing minors from accessing alcohol products. Council inquired about previous violations, and staff stated they were not aware of any. Discussion was had concerning the surrounding properties, including nearby educational and child-focused facilities, and clarified that certain daycare or learning facilities may not meet the definition of a school under the ordinance.

Victoria Thomas, City Attorney, stated potential TABC penalties for violations, explaining that consequences may include permit suspensions, fines, and possible revocation for serious or repeated violations, including sales to minors.

**A motion was made by Councilmember Gibbs, seconded by Councilmember Kizziar, to approve as presented with an amendment correcting the ordinance reference from "church" to "school". The motion failed by a vote of 3 – 4 (Mayor Pro Tem Britton, Deputy Mayor Pro Tem Bowers III, Councilmember Fassett, and Councilmember Holston voting in favor of denial).**

**5F.** Consider action to adopt a resolution authorizing the award of a contract for Bid No. 2026-77-B, Toler Business Park Phase 1 and Phase 2 Reconstruction, to DDM Construction Corporation, for a price not to exceed $7,570,289.10 (base bid price of $6,882,081.00 with a 10% contingency of $688,208.10); authorizing the Mayor or his designee to execute the contract and all necessary

documents to effectuate said purchase; and providing an effective date.

Deepa Modi, Senior CIP Manager, explained the project is funded through voter-approved bond propositions from 2021 and 2024 totaling approximately $7.3 million, along with an additional $1.15 million received through a revenue bond for replacement of aging water and sewer infrastructure. The engineering design contract was awarded in September 2021. The project area includes Century Drive and Vaughan Drive, and portions of Singleton Street and Lawing Lane. Planned improvements include roadway reconstruction, sidewalk improvements, replacement of existing storm drainage, water, and sanitary sewer infrastructure, upsizing of box culverts, and channel improvements.

Council asked questions regarding sidewalk placement, roadway widening, and replacement of water meters. Staff confirmed sidewalks would be constructed on the south side of Century Drive, the roadway would be widened from approximately 27 feet to 31 feet, and water meters would be relocated as part of the water line replacement. It was requested that signage be placed in the project area informing residents that the improvements are being funded through the City's bond program to enhance public awareness.

**A motion was made by Councilmember Holston, seconded by Mayor Pro Tem Britton, to approve as presented. Motion passed 7-0. This item was approved RES-26-08-72R.**

**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.**

No requests were made.

## 6. Adjournment

Mayor Winget adjourned the meeting at 9:47 p.m.

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.B.

**Title**

**Consider action to authorize the purchase and installation of siding, painting, and re-roofing for the exterior renovation of the Fire Administration Building.**

Consider action to adopt a resolution authorizing the purchase and installation of siding, painting, and re-roofing for the exterior renovation of the Fire Administration building from Dallas Harmony Construction, LLC through a TIPS cooperative purchasing contract, for a price not to exceed $110,396.02; authorizing the Interim City Manager or his designee to execute the Construction Agreement and all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**

Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**

The purpose of this item is to facilitate repairs to the exterior and roof of the Fire Administration building utilizing TIPS Contract # 23010402. The Fire Administration building is experiencing significant deterioration of the roof and exterior fascia. The deterioration causes water penetration, which compromises the structure. Maintaining the City-owned buildings is paramount to prevent escalating issues and costs.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Promote Operational Excellence** | 7.1 Provide responsive, reliable, and cost-efficient public services.<br>7.3 Support investments in upgraded, consolidated City facilities.<br>7.4 Improve organizational capacity and effectiveness. |

**Background Information**

The Fire Department's Chiefs and administrative building is 7,786 square feet and is located at 4701 Rowlett Road. The exterior of the building is in disrepair, and water penetrates the roof and siding during each heavy rain.

A new Public Safety Building was passed by voters in 2023 and this will significantly increase the amount of space allocated to the Fire Department. This renovation will help maintain the current facility in good condition until the new facility is ready for

occupation.

**Discussion**

The Fire Department currently occupies 7,786 square feet of space in the Fire Administration building. The Fire Administration building was built in the 1980's and originally served as a multi-tenant commercial facility. The City purchased the building on January 23, 2007, and renovated it for the purpose of serving as the Fire Administration building, as it has since.

Over the years, spot repairs have been made to the exterior and roof, but now the exterior of the building is in disrepair and in need of siding replacement due to wood rot, paint, fascia replacement, and a roof replacement. The exterior of the building and the roof allow water intrusion, which will increase the extent of the damage the longer the repairs are delayed. This will also increase the cost.

Dallas Harmony Construction, LLC submitted a proposal to repair and paint the exterior of the Fire Administration building and to install a new roof. Dallas Harmony Construction, LLC submitted the proposal under TIPS Contract # 23010402.

**Financial/Budget Implications**

**CIP Project Budget Financial Table**

| Project Code | Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| SP2119 | Facility Improvements | $674,953.09 | $110,396.02 | $564,557.07 |
| **TOTAL** | | $674,953.09 | $110,396.02 | $564,557.07 |

**Recommended Action**

Move to adopt a resolution authorizing the purchase and installation of siding, painting, and re-roofing for the exterior renovation of the Fire Administration building, from Dallas Harmony Construction, LLC through a TIPS cooperative purchasing contract, for a price not to exceed $110,396.02; authorize the Interim City Manager or his designee to execute the Construction Agreement and all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE AND INSTALLATION OF SIDING, PAINTING, AND RE-ROOFING FOR THE EXTERIOR RENOVATION OF THE FIRE ADMINISTRATION BUILDING FROM DALLAS HARMONY CONSTRUCTION, LLC THROUGH A TIPS COOPERATIVE PURCHASING CONTRACT FOR A PRICE NOT TO EXCEED $110,396.02; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONSTRUCTION AGREEMENT AND ALL NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE; AND PROVIDING AN**

**EFFECTIVE DATE.**

**WHEREAS,** the City's Fire Administration building is in need of exterior and roof renovation and repair; and

**WHEREAS,** Dallas Harmony Construction, LLC is a contracted vendor with TIPS government purchasing cooperative and has provided a quote for the necessary services for a total price not to exceed $110,396.02; and

**WHEREAS,** the City Council finds it to be in the best interest of the citizens of the City of Rowlett to approve the purchase of the exterior and roof renovation and repair services from Dallas Harmony Construction, LLC;

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

**SECTION 1:** The City Council of the City of Rowlett approves the purchase and installation of siding, painting, and re-roofing for the exterior renovation of the Fire Administration building, from Dallas Harmony Construction, LLC, utilizing a TIPS cooperative purchasing contract, in accordance with the proposal attached hereto and incorporated herein by this reference as **Exhibit "A,"** for a purchase price not to exceed $110,396.02.

**SECTION 2:** The Interim City Manager or his designee is hereby authorized to execute the Construction Agreement and all necessary and related documents to effectuate said purchase.

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

**Attachments**

1. Exhibit A - TIPS Cooperative Puchasing Agreement

Concrete Construction & Restoration

July 7, 2026

**Project:** **Fire Department Siding Replacement-Full Bldg**
**Address:** **Rowlett Fire Rescue Administration 4701 Rowlett Rd # 101, Rowlett, TX 75088**
**Owner:** **The City of Rowlett**

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July 7, 2026

Concrete Construction & Restoration

**Project:** **Fire Department Siding Replacement-Full Bldg**
**Address:** **Rowlett Fire Rescue Administration 4701 Rowlett Rd # 101, Rowlett, TX 75088**
**Owner:** **The City of Rowlett**

Mr. Jason,

We appreciate your time and consideration in allowing DHC the opportunity to provide you a proposal on the above-mentioned project. Please do not hesitate to contact us if you have any questions and we look forward to work with you.

## Base Bid: $107,703.43

DHC will provide labor, material, and equipment for the sum of **$ 107,703.43 (One Hundred Seven Thousand Seven Hundred Three Dollars & Forty-Three Cents)** to perform the scope of work outlined below:

## TIPS Contract #:

23010402 (Trades, Labor, and Materials (JOC)) - REQUIRES RS MEANS ESTIMATE

## Scope:

| No. | Description of Work: |
|---|---|
| 1.0 | **02. Demo**<br>**Existing Building Siding**<br>* All siding from building<br>* All plywood backing<br>**Roof**<br>* Demo singles from roof<br>* Demo plywood from roof<br>* Demo Gutter 188 LF and Downspouts 100 LF |
| 2.0 | **06. Plywood Sheathing**<br>**New Siding Sheathing**<br>* Install new plywood sheathing to all wall were siding where removed<br>**Roof sheathing**<br>*Install new ply wood roof decking at damaged locations only |
| 3.0 | **07. Moisture Protection , Hardie Board Siding, & Roofing**<br>**Siding**<br>*Install new **Tyvek** to all areas where new siding sheathing was installed<br>* Install new **Concrete Siding** once Tyvek is intsalled<br>**Roof**<br>*Install new Tyvek to all areas where new roof sheathing was installed<br>*Install new 30 years, Impact resistant level 3 singles<br>*Replace any damaged flashing, & drip edges<br>*New Gutter 188 LF and Downspouts 100 LF<br>*Install new coping cap<br>*Install 2 new sky lights |
| 4.0 | **09. Exterior Painting**<br>**Siding**<br>*Paint all siding |
| 5.0 | **Excludes any repairs to structural damages** |
| | **Exclusions:** |
| 1 | Anything not specifically mentioned above. |
| 2 | No structural demo or repair, Any lifts or equipments |
| 3 | Permit & engineering |
| 4 | Safety Plan and Environmental Protection Plan. |
| 5 | Employee badging |

## Duration: 60 Days

- Excludes material lead times & delays.

## Material Included in Quote:

### Everything needed to finish above quoted scope

**Alternate #1: Add $2,692.59 For Maininance & P&P Bond**

DHC
Concrete Construction & Restoration

## Existing/Special Conditions:

- **Excludes doing any work to existing doors & frames except specifically noted above.**
- **MEP and Lighting work of any kind is excluded.**
- **Any Repairs not specifically mentioned above are excluded.**
- **Handling or removal of any hazardous material is excluded.**
- **Permitting & Dumpster**
- **All work is estimated regular hours.**
- **Sales tax is not included in the prices quoted.**
    - **Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.**
- **No Bonding Included:**
    - **No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.**
- **This quote includes standard labor & material one year warranty.**
    - **Warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados.**
    - **Warranties do not cover any intentional or unintentional damage to our work by any party, such as the client, any other contractor not employed by the DHC…etc.**
- **Force Majeure:**
    - **Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of god, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such an excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.**
- **If DHC is acting as a subcontractor, then we are not liable for damage to underground utilities and irrigations systems during installation. It is the GC's responsibility to locate all underground utilities.**

- **The contractor reserves the right to modify this quote if there is any alteration to the scope covered in this bid.**
- **Any onsite changes will result in cost-plus lost time plus overhead plus markup.**
- **The contractor will not be responsible for any unforeseen conditions.**
- **The client should provide proof that the existing material is asbestos, lead, & any other contamination free.**

## Standard Exclusions:

- **Anything not specifically mentioned above.**
- **No structural demo or repair**
- **Permit & engineering**
- **Safety Plan and Environmental Protection Plan.**
- **Any structural work**
- **Any sort of plumbing, HVAC, or electrical work not specifically mentioned above.**
- **Any exterior work & power washing if not specifically mentioned above.**
- **Any work on the garage doors, or fire truck exhaust system if not specifically mentioned above.**
- This proposal excludes background checks and certified payroll.
- Any work that is not specifically mentioned above, Additional demo/dirt work, importing dirt, & grass, Testing, Permit, & Fees
- Masonry, electrical, plumbing & HVAC restoration, or cleaning of the existing that is not specifically mentioned above.
- DHC will not take any engineering or design responsibility of the proposed work.

This proposal is valid for 30 days from the date submitted. At least 1 week of advanced notice is required. All work will be completed in a professional-workmanlike manner and in a timely fashion.

Sincerely,
Shripad Maldikar (Shree), President
Dallas Harmony Construction, LLC.
Mobile: (518) 227-6717
Email: shree@dhctexas.com
Website: www.dhctexas.com

## Proof of Clients Acceptance:

DHC
Concrete Construction & Restoration

To accept this proposal:

1. Simply sign next to the dollar amounts mentioned above.
2. Fill out the form below.
3. Send the scanned copy of all pages back for our records.

**Is this job Bonded?** _____ **Bond#:** _____

**Bonding Company:** _____

**Please submit us a copy of your bond.**

Total Amount: _____

Clients Signature: _____

Bill To: _____

Address: _____

City/State/Zip: _____

Property Owner Name: _____

Owner Mailing Address: _____

Owner Email Address: _____

Owner Contact Phone No.: _____

# CONSTRUCTION AGREEMENT

THE STATE OF TEXAS )
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS )

This Construction Agreement (the "Agreement") is made by and between Dallas Harmony Construction, LLC (the "Contractor") and the City of Rowlett, Texas, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to provide all goods required and complete the construction of improvements described as follows:

**PURCHASE AND INSTALLATION OF SIDING, PAINTING, AND RE-ROOFING FOR THE EXTERIOR RENOVATION OF THE FIRE ADMINISTRATION BUILDING**

**THROUGH TIPS COOPERATIVE CONTRACT NO. 23010402**

in the City of Rowlett, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Agreement, including all Contract Documents incorporated herein (the "Project") and at Contractor's own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents (collectively, the provision of required goods, construction of the Project, and all required extra work is referred to herein collectively as the "Work"), incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by City of Rowlett or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written bid, the General Conditions of this Agreement, the Special Conditions of this Agreement, and the payment and performance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

## A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. TIPS Contract No. 23010402;
3. properly authorized change orders;
4. the Special Conditions of this Contract;
5. the General Conditions of this Contract;
6. the Scope of Services of this Agreement (Attachment 1);
7. the Project Timeline (Attachment 2);
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Bid (Attachment 3);
10. the Performance and Payment Bonds; and,
11. any other materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

**B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **One Hundred Ten Thousand Three Hundred Ninety-Six Dollars and Two Cents ($110,396.02).** This amount is subject to adjustment by change order in accordance with the Contract Documents.

**C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed in compliance with the Project Timeline (Attachment 2) and within **sixty (60) days** (excluding material lead times) after the date of the Notice to Proceed for the project. Within thirty (30) additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

**D. CONTRACTOR'S WAIVER OF CLAIMS AND INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ROWLETT (OWNER) TOGETHER WITH ITS CURRENT, FUTURE, AND FORMER ELECTED AND APPOINTED OFFICIALS AND OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON AND/OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS**

**OWN COST AND EXPENSE DEFEND AND PROTECT INDEMNITEES FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

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

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

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

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

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

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

## E. Insurance Requirements

Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be deemed included in the Contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein as **Exhibit A** shall be provided to the Owner prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

City of Rowlett
Attn: Purchasing Manager
P.O. Box 99
Rowlett, Texas 75030-0099

## F. Performance and Payment Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the Work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The performance and payment bonds shall be issued in the form attached to this Construction Agreement as **Exhibits B and C,** respectively. Other performance and payment bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the contractor's warranty period after acceptance as described in this Construction Agreement.

The performance and payment bonds shall be issued by a corporate surety, acceptable to and approved by the City, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance and payment bonds upon City request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars ($100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars ($100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

## G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner, in its sole discretion, determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's Work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at ten percent (10%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

## H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its sole discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

## I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

## J. Acceptance of Erosion Control Measures

When any required erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

## K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

## L. Contractor's Warranty

For a one-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final closeout but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the one-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the one-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If the Contractor does not begin the remedial work timely or prosecute it diligently,

then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the one-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

**M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the City the Contractor's agreement to comply with this provision with Contractor's bid.

**N. Energy Boycott**

In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

## O. Firearms

In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

## P. Critical Infrastructure

In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

## Q. Anti-Boycott Israel Verification

In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than $100,000.

## R. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance and payment bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the City.

The Construction Agreement "effective date" shall be the date on which the City Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the City Council delegates the authority to the City Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the City Manager and City Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

2. that the Owner retains the discretion not to proceed if the City Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Dallas County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If City Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the City Manager or Mayor, as appropriate, and City Secretary or their designees have signed the Construction Agreement. If the

City Manager or Mayor, as appropriate, and City Secretary sign on different dates, then the later date shall be the effective date.

**DALLAS HARMONY CONSTRUCTION, LLC**

By: Shripad Maldikar

Title: President

Date: 7/29/2026

Address: 2300 Valley View Ln. #855
Irving, TX 75062

Phone: (518) 227-6717
Email: shree@dhctexas.com

**CITY OF ROWLETT, TEXAS**

By: Kristoff Bauer

Title: Interim City Manager

Date:

Address: 4000 Main St.
Rowlett, TX 75088

Phone: (972) 412-6100
Email: purchasing@rowlett.com

Attested by: _____
Deborah Sorensen, City Secretary

**EXHIBIT A**
**STANDARD INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |
| **Contracts between $1,000,000 and $8,000,000** | | |
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |

| | | |
|---|---|---|
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**ATTACHMENT 1**
**SCOPE OF SERVICES**

Scope:

| No. | Description of Work: |
|---|---|
| 1.0 | **02. Demo**<br>**Existing Building Siding**<br>* All siding from building<br>* All plywood backing<br>**Roof**<br>* Demo singles from roof<br>* Demo plywood from roof<br>* Demo Gutter 188 LF and Downspouts 100 LF |
| 2.0 | **06. Plywood Sheathing**<br>**New Siding Sheathing**<br>* Install new plywood sheathing to all wall were siding where removed<br>**Roof sheathing**<br>*Install new ply wood roof decking at damaged locations only |
| 3.0 | **07. Moisture Protection , Hardie Board Siding, & Roofing**<br>**Siding**<br>*Install new Tyvek to all areas where new siding sheathing was installed<br>* Install new Concrete Siding once Tyvek is intsalled<br>**Roof**<br>*Install new Tyvek to all areas where new roof sheathing was installed<br>*Install new 30 years, Impact resistant level 3 singles<br>*Replace any damaged flashing, & drip edges<br>*New Gutter 188 LF and Downspouts 100 LF<br>*Install new coping cap<br>*Install 2 new sky lights |
| 4.0 | **09. Exterior Painting**<br>**Siding**<br>*Paint all siding |
| 5.0 | Excludes any repairs to structural damages |
| | Exclusions: |
| 1 | Anything not specifically mentioned above. |
| 2 | No structural demo or repair. Any lifts or equipments |
| 3 | Permit & engineering |
| 4 | Safety Plan and Environmental Protection Plan. |
| 5 | Employee badging |

## Material Included in Quote:

## Everything needed to finish above quoted scope

## Existing/Special Conditions:

- **Excludes doing any work to existing doors & frames except specifically noted above.**
- **MEP and Lighting work of any kind is excluded.**
- **Any Repairs not specifically mentioned above are excluded.**
- **Handling or removal of any hazardous material is excluded.**
- **Permitting & Dumpster**
- **All work is estimated regular hours.**
- **Sales tax is not included in the prices quoted.**
    - **Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.**
- **No Bonding Included:**
    - **No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.**
- **This quote includes standard labor & material one year warranty.**
    - **Warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados.**
    - **Warranties do not cover any intentional or unintentional damage to our work by any party, such as the client, any other contractor not employed by the DHC…etc.**
- **Force Majeure:**
    - **Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of god, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such an excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.**
- **If DHC is acting as a subcontractor, then we are not liable for damage to underground utilities and irrigations systems during installation. It is the GC's responsibility to locate all underground utilities.**

- **The contractor reserves the right to modify this quote if there is any alteration to the scope covered in this bid.**
- **Any onsite changes will result in cost-plus lost time plus overhead plus markup.**
- **The contractor will not be responsible for any unforeseen conditions.**
- **The client should provide proof that the existing material is asbestos, lead, & any other contamination free.**

## Standard Exclusions:

- **Anything not specifically mentioned above.**
- **No structural demo or repair**
- **Permit & engineering**
- **Safety Plan and Environmental Protection Plan.**
- **Any structural work**
- **Any sort of plumbing, HVAC, or electrical work not specifically mentioned above.**
- **Any exterior work & power washing if not specifically mentioned above.**
- **Any work on the garage doors, or fire truck exhaust system if not specifically mentioned above.**
- This proposal excludes background checks and certified payroll.
- Any work that is not specifically mentioned above, Additional demo/dirt work, importing dirt, & grass, Testing, Permit, & Fees
- Masonry, electrical, plumbing & HVAC restoration, or cleaning of the existing that is not specifically mentioned above.
- DHC will not take any engineering or design responsibility of the proposed work.

This proposal is valid for 30 days from the date submitted. At least 1 week of advanced notice is required. All work will be completed in a professional-workmanlike manner and in a timely fashion.

**ATTACHMENT 2**
**PROJECT TIMELINE**

**Duration:** 60 Days

- Excludes material lead times & delays.

**ATTACHMENT 3**

**FEE SCHEDULE**

DHC
Concrete Construction & Restoration

July 7, 2026

**Project:** **Fire Department Siding Replacement-Full Bldg**
**Address:** **Rowlett Fire Rescue Administration 4701 Rowlett Rd # 101, Rowlett, TX 75088**
**Owner:** **The City of Rowlett**

Mr. Jason,

We appreciate your time and consideration in allowing DHC the opportunity to provide you a proposal on the above-mentioned project. Please do not hesitate to contact us if you have any questions and we look forward to work with you.

## Base Bid: $107,703.43

DHC will provide labor, material, and equipment for the sum of **$ 107,703.43 (One Hundred Seven Thousand Seven Hundred Three Dollars & Forty-Three Cents)** to perform the scope of work outlined below:

### TIPS Contract #:

23010402 (Trades, Labor, and Materials (JOC)) - REQUIRES RS MEANS ESTIMATE

### Alternate #1: Add $2,692.59 For Maininance & P&P Bond

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.C.

**Title**
**Consider action to authorize the purchase of one (1) 2027 Pipe Jetter Truck.**

Consider action to adopt a resolution authorizing the purchase of one (1) 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck, from Rush Truck Centers of Texas, L.P., through a BuyBoard cooperative purchasing contract, for a total price not to exceed $193,609.35; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**
Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**
The City is committed to maintaining a reliable, efficient, and sustainable wastewater collection system that protects public health and provides uninterrupted utility service to the community. To support this commitment, staff is requesting authorization to purchase one (1) 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck for the Utility Division of the Public Works Department.

A pipe jetter truck is an essential piece of equipment used to maintain and rehabilitate the City's wastewater collection system. The equipment uses high-pressure water to clear obstructions, remove grease and debris, cut and remove root intrusions, and prepare sewer lines for video inspection.

The proposed vehicle will provide the Utility Division with additional capacity and a dependable, properly equipped vehicle to perform routine and emergency wastewater maintenance. The purchase will be made from Rush Truck Centers of Texas, L.P., through a BuyBoard cooperative purchasing contract, at a total cost not to exceed **$193,609.35**.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Invest in Transportation & Infrastructure** | 6.8 Provide a high-quality wastewater collection system. |

## Background Information

The Utility Division of the Public Works Department is responsible for maintaining the City's wastewater collection system and ensuring that sewer infrastructure remains operational, accessible, and effective. Proper maintenance of the collection system requires specialized equipment capable of addressing blockages, root intrusion, sediment, grease, and other obstructions within sewer lines.

A pipe jetter truck is a critical component of the City's wastewater maintenance operations. The equipment allows staff to use high-pressure water to clean and clear sewer lines, remove root intrusions, address stoppages, and prepare lines for closed-circuit television (CCTV) inspection. These activities help extend the useful life of the City's wastewater infrastructure and reduce the potential for sewer backups and service interruptions.

The proposed 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck will provide the Utility Division with the specialized equipment necessary to continue these activities safely, efficiently, and reliably.

## Discussion

The Utility Division is focused on addressing Inflow and Infiltration (I&I) within the City's approximately 600 miles of wastewater collection system. Identifying sources of I&I requires staff to thoroughly clean sewer lines before CCTV inspections can be performed. The proposed Jetter truck will provide the Utility team with the ability to clear debris and obstructions and cut root intrusions that may otherwise prevent camera equipment from effectively inspecting the sewer system.

Cleaning and preparing sewer lines for CCTV inspection is a critical step in identifying defects such as cracks, breaks, damaged joints, and other points where groundwater or stormwater may enter the wastewater system. The information obtained through these inspections will assist staff in identifying areas requiring maintenance or rehabilitation and in developing a more effective strategy for reducing I&I.

In addition to supporting the City's I&I program, the Jetter truck will be used for routine sewer-line maintenance, emergency stoppage response, root control, and other wastewater collection system activities. Having dedicated, reliable jetting equipment available to City staff will improve response times, reduce reliance on outside services, and provide greater flexibility in scheduling preventive maintenance.

The ability of the Utility Department to safely and efficiently maintain the City's wastewater collection system depends on having dependable equipment that is appropriately configured for the work required. The purchase of the 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck will strengthen the City's wastewater maintenance capabilities and support the continued delivery of reliable wastewater service to residents and businesses.

**Financial/Budget Implications**

**CIP Project Budget Financial Table**

| Project Code | Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| CO2102 | Water/Sanitary Sewer Vehicle Replacements | $1,282,476.81 | $193,609.35 | $1,088,867.46 |
| **TOTAL** | | $1,282,476.81 | $193,609.35 | $1,088,867.46 |

**Recommended Action**

Move to adopt a resolution authorizing the purchase of one 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck, from Rush Truck Centers of Texas, L.P., through a BuyBoard cooperative purchasing contract, for a total price not to exceed $193,609.35; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AUTHORIZING THE PURCHASE OF ONE (1) 2027 ISUZU NRR DIESEL PIPEHUNTER 7724 PIPE JETTER TRUCK FROM RUSH TRUCK CENTERS OF TEXAS, L.P. THROUGH A BUYBOARD COOPERATIVE PURCHASING CONTRACT, FOR A TOTAL PRICE NOT TO EXCEED $193,609.35; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** purchase of a pipe jetter truck is necessary as it allows the Public Works team to clear sewer lines of stoppages, cut and clear root intrusions into sewer lines, and ensure lines are cleared for camera inspection; and

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

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

**SECTION 1.** The City Council hereby authorizes the purchase of one (1) 2027 Isuzu NRR Diesel Pipehunter 7724 Pipe Jetter Truck, from Rush Truck Centers of Texas,

L.P., through a BuyBoard cooperative purchasing contract, for a total price not to exceed $193,609.35, substantially in accordance with the quote from Rush Truck Centers of Texas, L.P. attached hereto and incorporated herein by this reference as **Exhibit "A."**

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

**SECTION 3.** This resolution shall be effective from and after its passage.

**Attachments**

1. Exhibit A – BuyBoard Quote

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
## *BUYBOARD*

| | | | |
|---|---|---|---|
| Vendor | *RUSH TRUCK CENTER* | Date Prepared | *7/28/2026* |
| Contact for Vendor: | *Mike Foley* | Phone | 214 215 3536 |
| End User: | *City of Rowlett* | | |
| End User Contact: | *David Cates* | Phone/Fax | 214 733 4029 |
| Product Description: | *2027 Isuzu NRR Diesel* | | |

| | | | |
|---|---|---|---|
| A: Base Price in Bid/Proposal Number: | 723-23 | Series: NRR | $ 47,766.00 |

B: Published Options(*Itemize Below*)

| | DESCRIPTION | AMOUNT | OPT # | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| Isuzu | NRR 3U2 | $ 7,995.00 | BB676 | PipeHunter 7724 Jetter | $ 114,323.35 |
| Isuzu | Listed Options | $ 15,289.00 | RTC-0040 | OEM Safety Inspection | $ 1,236.00 |
| | | | RTC1026 | Lot Insurance | $ 1,425.00 |
| | | | RTC1027 | Floor Plan Interest | $ 1,325.00 |
| | | | | | |
| | | | | | |
| Subtotal Column 1: | $ 23,284.00 | | Subtotal Column 2: | $ 118,309.35 | |

| | |
|---|---|
| Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*) | $ 141,593.35 |

| | | | | | |
|---|---|---|---|---|---|
| C: Subtotal of A + B | | | | | |
| D: Non Published Options | | | | | |
| | | | | | |
| | | | | | |
| C: Subtotal of A + B | | | | | |
| Subtotal Column 1: | | | Subtotal Column 2: | | |

| | |
|---|---|
| Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*) | |

| | | | |
|---|---|---|---|
| E: Contract Price Adjustment (*If any, explain here*) | | | |
| | | US Tariff fee | $ 3,850.00 |

| | |
|---|---|
| F: Total of C + D +/- E | |

| | | |
|---|---|---|
| G: Quantity ordered Units: | x F | |

| | |
|---|---|
| H: BUYBOARD Administrative Fee | $ 400.00 |

| | | | | | |
|---|---|---|---|---|---|
| I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | |
|---|---|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | $ 193,609.35 |

# RUSH ISUZU TRUCK DALLAS

Michael Foley | 2142153536 | FOLEYM@RUSHENTERPRISES.COM


[redacted] 3U2 (2027 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Selected Model and Options

| | Code | Description | Weight |
|---|---|---|---|
| | ID9 | 14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers. | 0.0 lbs. |
| **Rear Axle** | | | |
| | ID3 | Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings. Rear GAWR: 13,660 lbs. | 0.0 lbs. |
| **Ratio** | | | |
| | 011 | 5.571:1 | 0.0 lbs. |
| **Rear Wheels** | | | |
| | IC1 | 19.5" x 6", 6-hole disc, painted white | 0.0 lbs. |
| **Rear Tires** | | | |
| | YTN/S3M | 225/70R19.5F (12 ply) tubeless Radial, all season tread. | 0.0 lbs. |
| **Tire Pressure Monitoring System (TPMS)** | | | |
| | JFH | Tire pressure sensors are installed onto each wheel to detect changes in tire pressure and tire temperature. TPMS status will be displayed within the instrument panel. | 0.0 lbs. |
| **Fuel Tank** | | | |
| | I4I | 30 Gallon Stainless Steel In-Rail Fuel Tank | 0.0 lbs. |
| **Seat** | | | |
| | NSM | Static (non-suspension) driver seat with right side arm rest and lumbar support. | 0.0 lbs. |
| **Brakes** | | | |
| | K40 | Butterfly valve type exhaust brake | 0.0 lbs. |
| | IE1 | Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. | 0.0 lbs. |
| **Air Conditioning** | | | |
| | C60 | Air conditioner | 0.0 lbs. |
| **Power Windows & Door Locks** | | | |
| | IL0 | Yes | 0.0 lbs. |
| **Floor Mats** | | | |
| | IQ6 | Standard Floor Mats | 0.0 lbs. |
| **Model Option** | | | |
| | 54 | White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning | 0.0 lbs. |
| **Additional Options** | | | |
| | IF6 | Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab | 19.0 lbs. |
| | IS0 | Heated Mirrors | 1.0 lbs. |
| | UZF | Back up alarm | 1.0 lbs. |
| | IH2 | Engine emergency shutdown system HWT, LWL, LOP | 0.0 lbs. |
| | IL9 | PTO enable switch and engine idle up switch | 0.1 lbs. |


Current report content is based on data as of 2026-07-28 12:12:47. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.





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Initial: _____

**RUSH ISUZU TRUCK DALLAS**
Michael Foley | 2142153536 | FOLEYM@RUSHENTERPRISES.COM

[redacted] 3U2 (2027 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Selected Model and Options

| | Code | Description | Weight |
|---|---|---|---|
| | | recommended for PTO and idle applications only | |
| | I3Z | Spare keys (2 additional, 4 keys in total) | 0.0 lbs. |
| **Keyless Entry System** | | | |
| | 6NF | Remote control unit to lock/unlock the doors without the use of a key. | 0.0 lbs. |
| **Assistance System** | | | |
| | I5I | Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation) | 0.0 lbs. |
| **Restraint system** | | | |
| | AK5 | Driver and outboard passenger front supplemental restraint system air bags. | 0.0 lbs. |
| **Accessories** | | | |
| | IX2 | Rear body dome lamp switch | 0.1 lbs. |
| | 8VN | AM/FM stereo with auxiliary input, USB port, and Bluetooth. | 0.0 lbs. |

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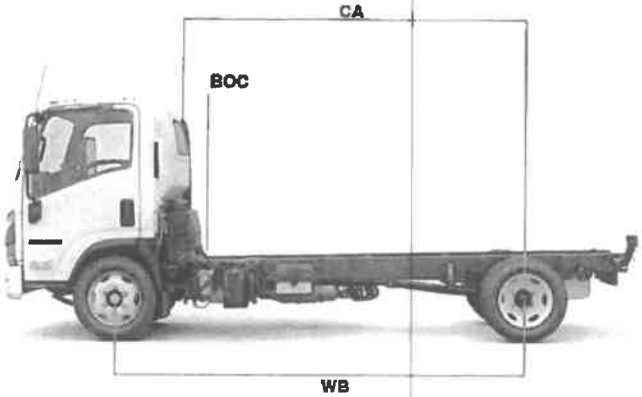
[redacted] 3U2 (2027 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Weight Distribution




| | | |
|---|---|---|
| Driver/Passenger Weight | 350.0 lbs. | |
| Wheelbase (WB) | 132.5 inches | |
| Cab-to-Axle (CA) | 110 inches | |
| Body Length | | |
| Body Weight | | |
| Back of Cab (BOC) | 7.7 inches | |

**** You must fill in body length and weight to enable body and payload weight calculations.**

| | | |
|---|---|---|
| **Front Wt.** | 4,627.10 lbs. | 66% |
| **Rear Wt.** | 2,356.00 lbs. | 34% |
| **GVWR** | 19,500.00 lbs. | |
| **GVW** | 6,983.10 lbs. | |
| **Remaining Payload Weight** | 12,516.90 lbs. | |

| Weight (lbs.) | Front | Rear | Total |
|---|---|---|---|
| Chassis | 4,257.00 | 2,355.00 | 6,612.00 |
| Chassis Equipment | 20.10 | 1.00 | 21.10 |
| Subtotal | 4,277.10 | 2,356.00 | 6,633.10 |
| Driver/Passengers | 350.00 | 0.00 | 350.00 |
| Body/Body Equipment | 0.00 | 0.00 | 0.00 |
| Payload | 0.00 | 0.00 | 0.00 |
| Total | 4,627.10 | 2,356.00 | 6,983.10 |
| GAWR/GVWR | 7,275.00 | 13,660.00 | 19,500.00 |
| GCWR | | | 25,500.00 |

## Chassis Equipment:

| Code | Item | Center of Gravity | Front Axle | Rear Axle | Total |
|---|---|---|---|---|---|
| 54 | White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning | | 0.00 lbs. | 0.00 lbs. | 0.00 lbs. |
| IF6 | Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab | | 19.00 lbs. | 0.00 lbs. | 19.00 lbs. |
| IS0 | Heated Mirrors | | 1.00 lbs. | 0.00 lbs. | 1.00 lbs. |
| UZF | Back up alarm | | 0.00 lbs. | 1.00 lbs. | 1.00 lbs. |
| IH2 | Engine emergency shutdown system HWT, LWL, LOP | | 0.00 lbs. | 0.00 lbs. | 0.00 lbs. |
| IL9 | PTO enable switch and engine idle up switch recommended for PTO and idle applications only | | 0.10 lbs. | 0.00 lbs. | 0.10 lbs. |
| I3Z | Spare keys (2 additional, 4 keys in total) | | 0.00 lbs. | 0.00 lbs. | 0.00 lbs. |
| I4I | 30 Gallon Stainless Steel In-Rail Fuel Tank | | 0.00 lbs. | 0.00 lbs. | 0.00 lbs. |

## Driver/Passengers:

| | Center of Gravity | Front Axle | Rear Axle | Total |
|---|---|---|---|---|
| Driver | front axle | 350.00 lbs. | 0.00 lbs. | 350.0 lbs. |

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## Selected Model and Options

| | Code | Description | Weight |
|---|---|---|---|
| **Model** | | | |
| | 3U2 | NRR Cab Chassis 132.5"WB, 110"CA | |
| | 54 | White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning | |
| **Emissions** | | | |
| | EPA | Federal. These vehicles have a Federal Emissions System. Not for sale in California or other CARB adopting states. | 0.0 lbs. |
| **Tires** | | | |
| | I5H | LRR (low rolling resistance) | 0.0 lbs. |
| **Engine** | | | |
| | I1B | 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. | 0.0 lbs. |
| **Transmission** | | | |
| | I1W | Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343, | 0.0 lbs. |
| **Wheelbase** | | | |
| | IA9 | 132.5 inches 110"CA | 0.0 lbs. |
| **Air Cleaner** | | | |
| | KNX | Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID). | 0.0 lbs. |
| **Alternator** | | | |
| | I2C | 140 AMP. with integral regulator. | 0.0 lbs. |
| **Battery** | | | |
| | IX1 | Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts | 0.0 lbs. |
| **Exhaust** | | | |
| | IX7 | Single horizontal with DPF/SCR exhaust system | 0.0 lbs. |
| **Front Axle** | | | |
| | IZ6 | "I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1. Front GAWR: 7,275 lbs. | 0.0 lbs. |
| **Front Suspension** | | | |
| | ID8 | 8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar | 0.0 lbs. |
| **Front Wheels** | | | |
| | IB9 | 19.5" x 6", 6-hole disc, painted white | 0.0 lbs. |
| **Front Tires** | | | |
| | XTN/R3M | 225/70R19.5F (12 ply) tubeless Radial, all season | 0.0 lbs. |
| **Rear Suspension** | | | |

Current report content is based on data as of 2026-07-28 12:12:47. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.


Copyright (c) 2026 Isuzu Commercial Truck of America, Inc.
Initial: _____

[redacted] 3U2 (2027 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

## Warranty

***Warranty Limitations:*** *Time or Mileage, Whichever Occurs First*

| | Years | Mileage |
|---|---|---|
| Basic | 3 | Unlimited |
| Engine-Isuzu | 3 | Unlimited |
| Transmission - Aisin A465ID | 3 | Unlimited |
| Drivetrain | 3 | Unlimited |
| Frame Rails | 3<br>5* | Unlimited<br>Unlimited* |
| Corrosion (Rust Through) | 4 | Unlimited |
| Roadside Assistance | 3<br>5† | Unlimited<br>100,000† |

**Emission Warranty**

| | Years | Mileage |
|---|---|---|
| Emissions Defect Warranty | 5 | 110,000 |
| GHG Emission | 5 | 50,000 |
| Tire | 2 | 24,000 |
| Tire Pressure Monitoring System | 5 | 50,000 |

**After 3 years labor and parts coverage is 50% for up to 5 years.*

*†Tows related to emissions issues may be covered for up to 5 years or 110,000 miles (whichever occurs first).*

*The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. The warranty coverages are limited by whichever occurs first. Please see your authorized Isuzu dealer for warranty details.*

*After 3 years labor and parts coverage is 50% for up to 5 years.

†Tows related to emissions issues may be covered for up to 5 years or 110,000 miles (whichever occurs first).

The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. The warranty coverages are limited by whichever occurs first. Please see your authorized Isuzu dealer for warranty details.

Current report content is based on data as of 2026-07-28 12:12:47. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.


Copyright (c) 2026 Isuzu Commercial Truck of America, Inc.
Initial: _____

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.D.

**Title**
**Consider action to authorize the award of a contract for Preliminary Stop Loss Coverage.**

Consider action to adopt a resolution authorizing the award of a contract for RFP 2026-69-B Preliminary Stop Loss Coverage to AmWins/Voya, for an estimated amount of $1,822,201; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**
Rick DeOrdio, HR Director

**Executive Summary**
The purpose of this item is to approve stop loss coverage for FY2027 with AmWins/Voya to provide specific and aggregate stop loss coverage to protect the City's partially self-funded health coverage plan for City employees and their families. The RFP went out and AmWins/Voya submitted a bid with a 0.2% increase over the current year.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Promote Operational Excellence** | 7.1 Provide responsive, reliable, and cost-efficient public services.<br>7.2 Become an employer of choice.<br>7.3 Support investments in upgraded, consolidated City facilities.<br>7.4 Improve organizational capacity and effectiveness.<br>7.5 Maintain the integrity and continuity of the City's network and applications systems.<br>7.6 Streamline internal business processes.<br>7.7 Maintain a sound system of internal control. |

**Background Information**
As necessary, the City Council approves employee benefit contracts for the upcoming fiscal year. On April 22, 2026, and April 29, 2026, a notice to bidders was published in the *Dallas Morning News*. Sealed proposals were received at the Purchasing Office, 4004 Main St., Rowlett, TX 75088 until 2 p.m. on Tuesday, May 22, 2026, for RFP #2026-69-B and then opened in accordance with Texas Local Government Code. The city received 4 responses and these were analyzed by HUB International, the city's benefits broker. The contract

agreement with United Healthcare to provide stop-loss coverage is set to end on September 30, 2026. The Stop Loss coverage is the only employee insurance product without rate guarantees for this year.

**Discussion**

The City's consultant for employer benefits, HUB International, utilizing the City's RFP process, solicited proposals from their vendor list. Four (4) vendors supplied proposals for stop loss coverage and twelve (12) vendors either declined, did not respond or were late in their response. The four responses to the RFP for stop loss were evaluated and AmWins/Voya Financial was recommended with a FY2027 coverage rate of $1,822,201 is being recommended for FY2027. This is a 0.2% increase over our current rate. Our incumbent carrier, United Healthcare, submitted a proposal late and did not follow the purchasing instructions. The United Healthcare rate had a 29% increase over current rates, leaving AmWins/Voya to have the best overall proposal.

**Financial/Budget Implications**

The financial impact is estimated to be $1,822,201, but will be dependent on medical insurance enrollment participation.

**Recommended Action**

Staff recommends that Council adopt a resolution authorizing the award of a contract for RFP 2026-69-B Preliminary Stop Loss Coverage to AmWins/Voya, for an estimated amount of $1,822,201; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AWARDING THE CONTRACT FOR RFP NO. 2026-69-B PRELIMINARY STOP LOSS COVERAGE TO AMWINS/VOYA FOR AN ESTIMATED TOTAL AMOUNT OF $1,822,201.00; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT AND ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** a notice to bidders was published in the Dallas Morning News and on the City's website on April 22, 2026 and April 29, 2026 for RFP No. 2026-69-B regarding preliminary stop loss coverage related to employee health insurance claims; and

**WHEREAS,** the lowest responsive and responsible bid was submitted by AmWins/Voya with an estimated total of $1,822,201.00; and

**WHEREAS,** the City Council finds it to serve the health, safety and general welfare to approve and award the contract for RFP No. 2026-69-B to AmWins/Voya;

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

**SECTION 1.** The contract for RFP No. 2026-69-B, attached hereto and incorporated herein by

this reference as **Exhibit "A,"** for Preliminary Stop Loss Coverage related to employee health insurance claims is hereby approved and awarded to AmWins/Voya for an estimated total contract price of $1,822.201.00.

**SECTION 2.** The Interim City Manager or his designee is hereby authorized to execute the contract awarded herein, in substantially the form of **Exhibit "A,"** and any other necessary and related documents.

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

## Attachments

1. Exhibit A - Preliminary Stop Loss Coverage Contract
2. Attachment 1 - City of Rowlett Application Disclosure Agreement

# ADMINISTRATION AGREEMENT

ReliaStar Life Insurance Company, Minneapolis, MN
ReliaStar Life Insurance Company of New York, New York, NY
*Members of the Voya® family of companies*
(the "Company")

Policyholder Name *(the "Policyholder")* City of Rowlett

Policy Effective Date 10/01/2026

**Insurance Contracts.** The Company issues insurance policies and certificates based on your application and our state approved products (the "Policies"). Our obligations are determined solely by the terms of the policies we issue.

## EXCESS RISK COVERAGE

**Claim Administration.** Upon determination of a potential claim under the Policy, you will confirm employees' eligibility for coverage and provide required eligibility and claim documentation to the Company, either directly or through your health claim administrator. The Company shall be responsible for all claim reviews, determinations and payments under the Policy.

**Confidentiality.** We will keep confidential all information provided to us by you or your health claims administrator in connection with the Policy, in compliance with applicable law. You authorize your health claims administrator, if any, to release to the Company information and data regarding claims paid to be used in connection with the Policy.

## GROUP ANNUAL TERM LIFE, PERSONAL ACCIDENT INSURANCE, DISABILITY, CRITICAL ILLNESS, ACCIDENT, HOSPITAL CONFINEMENT INDEMNITY COVERAGE AND/OR GROUP TERM LIFE

**Policy Administration.** Your group policy will be "Self-Administered". This means that you or a third party that you engage will be responsible to maintain all enrollment, beneficiary, and billing records for the Policies (as applicable). The records you keep must provide the ability for you and/or your employees to:

- appropriately apply Policy limits and rules
- know how much coverage the employee has at all times
- provide the employee with the appropriate "Conversion" and/or "Portability" documentation (as applicable)
- set up any payroll deductions correctly
- pay premium to the insurance company with supporting documentation
- file a claim

The parties agree that the Policies will be self-administered by Policyholder and that the insurance charges reflect that arrangement.

**Communications.** All forms and other materials we provide to you must be presented to employees without alteration. Any benefit and eligibility descriptions you or your third party service provider communicates to employees must be consistent with the materials and guidelines we provide to you. We will work carefully with you to make corrections in the case of any inadvertent error in communications. However, you are responsible for any costs incurred in correcting errors caused by incorrect data you provide to employees or to Company, including incorrect benefit descriptions and eligibility determinations.

**Evidence of Insurability.** If the Policy requires evidence of insurability be submitted for the requested coverage, you (or your third-party recordkeeper) are responsible for identifying the applicants who must submit evidence of insurability, applying the evidence of insurability rules appropriately, obtaining the necessary forms from any applicant for such coverage, and providing those forms to the Company. You should not begin collecting premium for any coverage requiring evidence of insurability until after the Company has approved such coverage. If you collect premiums from an employee without first confirming the Company has approved the applicant's evidence of insurability, you may be liable to the applicant's beneficiaries or their dependents for the portion of insurance for which evidence of insurability was not approved.

**Claim Administration.** Upon receipt of notice of a potential claim under a Policy, you will confirm employees' eligibility for coverage and provide required claim documentation at the Company's request. The Company shall be responsible for all claim reviews, determinations and payments.

**Certificates of Insurance and Summary Plan Description.** If you request that we provide Summary Plan Description(s) ("SPD") for distribution to ERISA plan participants, we will provide the SPD using our standard language and format unless otherwise directed by you. If we agree to electronically post certificates of insurance and/or SPDs for access by your employees, you are responsible for assuring that each covered employee is informed how the documents can be accessed and that each employee has access or otherwise receives a copy(ies) of these documents. Any legal advice as to the style, format, content or distribution of the SPD or distribution of the certificate of insurance must be provided by your legal counsel. We are unable to provide legal advice to your plan and assume no responsibility for meeting ERISA's disclosure requirements.

**Indemnity.** Each party shall indemnify and hold the other harmless against any and all losses, claims, damages, costs or expenses (including reasonable attorneys' fees) which the indemnified party may become obligated to pay resulting from 1) the indemnifying party's error or omission in performing obligations under this Agreement, except to the extent that the indemnified party has caused or significantly contributed to such error or omission, and 2) any breach by the indemnifying party of any of its obligations under this Agreement regardless of whether such breach is either willful or negligent.

## GENERAL ADMINISTRATION – ALL PRODUCTS:

**Record Keeping.** You agree to maintain accurate books and records documenting the administration of the Policies, including employee demographics, eligibility records, dependent data, coverage amounts, enrollment history, payroll deductions, benefit elections and beneficiary designations (as applicable). Such records must be maintained for a period of seven (7) years following termination of the Policies to which they relate. Upon reasonable notice, we shall have the right to review, inspect and audit, at our expense, the books, records, data files or other information maintained by you or your vendor related to the Policies.

**Transmission of Data.** You are responsible for the accuracy and security of data transmitted to us, including data transmitted by any third party service provider you engage to assist in administration of your benefit plans. Each party will establish and maintain (1) administrative, technical and physical safeguards against the destruction, loss or alteration of data, and (2) appropriate security measures to protect data, which measures are consistent with all state and federal regulations relating to personal information security, including, without limitation, the Gramm-Leach-Bliley Act.

**Premium payment.** If you engage a third party to submit premium to us, we will not consider the premium paid until it is received in our Home Office.

**General terms.** This Agreement will remain in effect during the duration of the Policy and will terminate automatically upon termination of all Policies. This Agreement may be amended only in writing signed by both parties. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Policy, the terms of the Policy shall control.

**Governing law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, without regard to principles of conflict of laws, by the law of the state where the Policy is issued.

---

Accepted and Agreed to:

Policyholder Name *(Please print.)* _____

➡ Policyholder Authorized Signature _____ Date _____

Print signer's name and title _____

RELIASTAR LIFE INSURANCE COMPANY
RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK

➡ Company Authorized Signature _____ Date 07/22/2026

Print signer's name and title **Radhika Kommineni, Vice President**

# EXCESS RISK APPLICATION

ReliaStar Life Insurance Company
("ReliaStar Life")
Home Office: Minneapolis, Minnesota 55440

Plan Sponsor hereby applies for the Excess Risk Policy.

## PLAN INFORMATION

Name of Plan Sponsor *(exact legal name)* City of Rowlett
Address *(number and street)* 4004 Main Street
City Rowlett State TX Zip 75088

☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other. Specify:

Nature of Plan Sponsor's Business Executive Offices SIC Code 9111

Are subsidiaries, affiliates or other associated entities to be included? ☐ Yes ☑ No

If "Yes," give Names.

Relationship to Plan Sponsor

Please provide the number of individuals covered as noted below:

| | | | | | |
|---|---|---|---|---|---|
| Eligible Individuals | | Covered Persons Only | | Covered Persons with Dependents | |
| Enrolled Individuals | 436 | Covered Persons Only | 436 | Covered Persons with Dependents | |
| Individuals Covered Elsewhere | | Covered Persons Only | | Covered Persons with Dependents | |

The initial Contract Period is from October 1, 2026 through September 30, 2027

## CLAIM ADMINISTRATOR INFORMATION *(Claim Administrator for coverages checked below for the Employee Benefit Plan)*

Name of Claim Administrator *(exact legal name of entity)* United HealthCare Corporation, OptumRx Claims
Address *(number and street)* N/A
City N/A State N/A Zip N/A

** Claim Administrator must be approved by ReliaStar Life prior to acceptance of this Application*

## INDIVIDUAL EXCESS RISK

Individual Excess Risk: ☑ Yes ☐ No

Benefits To Be Covered: ☑ Medical ☑ Other *(Please specify)* Prescription Drugs

**Initial Coverage Period:**

☐ Incurred and Paid in 12 months
☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months
☑ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months
☐ Other

Individual Excess Risk Deductible $ 125,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process
n/a

Claims for Individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit percentage 100%

## INDIVIDUAL EXCESS RISK *(Continued)*

**Maximum Individual Benefit:**

Individual Excess Risk Lifetime Maximum: $ Unlimited Individual Excess Risk Annual Maximum: $ Unlimited

Other _____ $ _____

**Optional Endorsements:**

- ☐ Individual Terminal Liability ☐ 3 months ☐ 6 months
- ☑ Individual Advanced Funding
- ☐ Individual Step-Down Deductible
- ☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)
- ☐ Aggregating Individual Deductible: $ _____ (Individual Excess Risk must be elected)
- ☑ Plan Mirroring Coordination
- ☑ Renewal Rate Cap
- ☐ Other: _____

## AGGREGATE EXCESS RISK

Aggregate Excess Risk: ☑ Yes ☐ No

Benefits To Be Covered: ☑ Medical ☐ Vision ☑ Prescription Drugs ☐ Dental ☐ Other *(Specify)* _____

**Initial Coverage Period:**

- ☐ Incurred and Paid in 12 months
- ☐ Incurred in 12 months and Paid in 15 months
- ☐ Incurred in 15 months and Paid in 12 months
- ☑ Incurred in 24 months and Paid in 12 months
- ☐ Paid in 12 months
- ☐ Other _____

Aggregate Adjustment Corridor: 125 %

Minimum Annual Aggregate Deductible: See Excess Risk Schedule

ReliaStar Life's Limit of Liability: $ 1,000,000 per Coverage Period

**Optional Endorsements:**

- ☑ Plan Mirroring Coordination
- ☐ Monthly Aggregate Reimbursement
- ☐ Aggregate Terminal Liability ☐ 3 months ☐ 6 months (Individual Terminal Liability must also be elected)
- ☐ Other _____

**Are retirees covered?** ☑ Yes ☐ No **Are retirees age 65 and over covered?** ☑ Yes ☐ No

**Attached to and incorporated in this Application is a copy of the Employee Benefit Plan that relates to the Excess Risk Policy being applied for.**

The Producer/Agent of Record (provided he/she is duly licensed as required by law) is:

HUB International

This insurance is to be effective on October 1, 2026 at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Disclosure Agreement and this Application are accepted by ReliaStar Life.

An advance deposit of $ N/A is attached. (The deposit is to equal the first premium.) The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

## ACKNOWLEDGEMENT & SIGNATURES

By signing this Application below, the Plan Sponsor Applicant represents that all statements, answers and information made above in this application and in the Disclosure Agreement are complete and true to the best of its knowledge and belief. Plan Sponsor Applicant further acknowledges and agrees (i) that such statements, answers and information in this Application and in the Disclosure Agreement, together with a copy of the Employee Benefit Plan and other information attached to this application or furnished to ReliaStar Life, are submitted by the Plan Sponsor Applicant as an inducement to, and will be relied upon by, ReliaStar Life, in underwriting this risk and determining whether to accept this application and issue the Excess Risk Policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue, and such incompleteness or falsity is material to the risk to be insured by ReliaStar Life, any policy issued by ReliaStar Life may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Plan Sponsor Applicant has fully read and understands this completed Application and the Disclosure Agreement.

Plan Sponsor Applicant City of Rowlett

Name of Signer *(Please print)* _____

By _____ Title _____

# DISCLOSURE AGREEMENT

ReliaStar Life Insurance Company, Minneapolis, MN
*A member of the Voya® family of companies*
(the "Company")

Policy Effective Date October 01, 2026
Plan Sponsor Name City of Rowlett

## INSTRUCTIONS FOR COMPLETION

Please provide the information described in the Disclosure Reports Section below and then have an authorized representative of the Plan Sponsor submit the Disclosure Agreement. Prior to submitting this Disclosure Agreement and Disclosure Reports to the Company, please consult with your current Claim Administrator(s), Utilization Review Firm(s), Case Management, and Pharmacy Benefits Manager(s) (collectively, "Claim Vendors"), and Plan Sponsor's Broker or other insurance advisor. The Disclosure Reports must be provided to the Company no earlier than 90 calendar days prior to the Policy's Effective Date or renewal date, as applicable. Please note the required monthly claim reporting provided on behalf of the Plan Sponsor to Company will suffice for renewal purposes. Should the Company require any additional information, it will notify the Plan Sponsor and/or its designated representative in writing no later than 20 calendar days following receipt of the Disclosure Reports. Any firm quote is void unless accepted by the Plan Sponsor in writing within 30 days from the date quoted by the Company.

## DISCLOSURE REPORTS

*Plan Sponsor has provided the following reports or data (which include claimant name and primary ICD-10 diagnosis) on the following date(s):* _____.

- Any individual with paid claims that has exceeded 50% of the stop loss deductible during the applicable current policy year (minimum 9 months);
- Any individual with denied and/or pended claims that has exceeded $25,000 during the applicable current policy year (minimum of 9 months);
- Any individual evaluated and/or listed for an organ, stem cell or bone marrow transplant;
- Any individual, including claim amounts for that individual, who is or was in case management or whose condition or diagnosis would be referred to case management during the applicable current policy year (minimum 9 months) by your claims Administrator based upon the ICD-10 codes used by your Claims Administrator for referral to case management;
- Any individual, including claim amounts for that individual, whose condition or diagnosis during the applicable current policy year (minimum 9 months) is represented by any of the ICD-10 codes contained in the attached list.

## DISCLOSURE AGREEMENT

The Plan Sponsor represents to the Company, to the best of its knowledge and belief, and after making a diligent and good faith inquiry, that it has fully read and understands this Disclosure Agreement; and as of the date of submitting this Disclosure Agreement there are no known potential catastrophic claims other than those disclosed on the submitted Disclosure Reports.

The Plan Sponsor understands and agrees that the Company will rely on this Disclosure Agreement and the attached Disclosure Reports to:

(i) underwrite this risk,
(ii) determine whether or not to issue (or renew) a Policy, and
(iii) If the Company agrees to issue or renew a Policy, determine the terms, conditions, limitations and rates of or for such Policy.

The Plan Sponsor further understands and agrees that if there are any undisclosed claimants known to the plan sponsor that are material to the risk to be insured by the Company, any Policy issued or renewed by the Company may be rescinded, any benefits that might otherwise be payable thereunder may be denied, and/or the premium rates, deductibles, terms, conditions and limitations of the Policy may be revised by the Company; and, the requirement to submit any required Disclosure Report may not be waived by the Company without a written representation by the Plan Sponsor that there are no reports or data with respect to any individual required to be included on any of the Disclosure Reports above.

To be eligible for a claim of reimbursement under the Policy, the Plan Sponsor or the Claims Administrator must request payment and provide complete and accurate Proof of Loss, in the form and content acceptable to the Company, to support a claim within 180 days after the end of the Coverage Period of the Policy.

## ICD-10 CODES FOR DISCLOSURE NOTIFICATION

The following ICD-10 Codes for Disclosure Notification provide conditions or diagnosis which must be disclosed. Please list all Plan Participants who have been diagnosed with or treated for any of the Codes listed under the following categories during the current Benefit Period. Where a range of Codes is shown, any and all conditions or diagnosis within that range must be disclosed.

| | |
|---|---|
| **A00-B99** | **Infectious Diseases** |
| B17.1-B17.11 | Hepatitis C |
| **C00-D49** | **Neoplasms** |
| C00-C14 | Malignancies of oral cavity and pharynx |
| C15-C26 | Malignant neoplasm of digestive organs |
| C30-C39 | Malignant neoplasm of respiratory |
| C43-C44 | Melanoma |
| C50-C50 | Breast Malignancies |
| C51-C68 | Genitourinary Malignancies |
| C69-C72 | Malignancies of Nervous System |
| C81-C96 | Leukemias, Lymphomas and Myelomas |
| **D50-D89** | **Hematologic Disorders** |
| D57.1 | Sickle Cell Anemia |
| D61.01 | Aplastic Anemia |
| D66 | Hemophilia/Hereditary Factor VIII Deficiency |
| D81.0 | Severe Combined Immune Deficiency (SCID) |
| D82.1 | DiGeorge Syndrome |
| D83.1 | Immune Deficiency T Cells (AIDS) |
| D84.1 | Alpha 1-Antitrypsin |
| **E70-E88** | **Metabolic Disorders** |
| E75.22 | Gaucher's Disease |
| E84.0 | Cystic Fibrosis |
| **G00-G99** | **Disease of the Nervous System** |
| G12.21 | Lou Gehrig's disease (ALS) |
| G61 0 | Guillain-Barre Syndrome |
| G82.50 | Quadriplegia |
| G91.1 | Obstructive Hydrocephalus |
| **I00-I99** | **Disease of Circulatory System** |
| I27.0 | Primary Pulmonary Hypertension |
| I42.0-I42.9 | Cardiomyopathy |
| I46.9 | Cardiac Arrest |
| I60.9 | Subarachnoid Hemorrhage |
| **J00-J99** | **Disease of Respiratory System** |
| J96.00-J96.92 | Respiratory Failure |
| **K00-K95** | **Disease of Digestive System** |
| K70.0-K74.69 | Chronic Liver Disease |
| K72.00-K72.91 | Liver Failure |
| **M86** | **Diseases of Musculoskeletal System and Connective Tissue** |
| M86 | Osteomyelitis |
| **N00-N99** | **Disease of Genitourinary System** |
| N18.1-N18.9 | Chronic Renal Failure |
| **O00-O9A** | **Pregnancy, Childbirth & Puerperium** |
| O30.10--O30.109 | Triplet Pregnancy |
| O30.20-O30.209 | Quadruplet Pregnancy |
| O60.00--O60.14 | Preterm Labor |
| **P00-P96** | **Perinatal Conditions** |
| P07.00-P07.36 | Preterm Infant |
| P22.0 | Respiratory Distress Syndrome of Newborn |
| **Q00-Q99** | **Congenital Malformations** |
| Q20-Q28 | Congenital Heart Diseases |
| Q39.0-Q39.4 | Tracheoesophageal Fistula |
| Q89.7 | Multiple Anomalies |
| **S00-T88** | **Injury, Poisoning and Trauma** |
| S06.0-S06.9 | Brain Injuries |
| S12-S14 | Spinal Cord Injuries |
| S88 | Amputations |
| T07 | Multiple Trauma Injuries |
| T20-T32 | Burns |
| T79 | Early Complications of Trauma |
| **T86-Z94** | **Complications Peculiar to Certain Specified Conditions** |
| T86.00-T86.02 | Graft vs. Host Disease |
| T86.00-T86.09 | Graft vs. Host Disease |
| T86.90-T86.92 | Complications of Transplants |
| T86.90-T89.99 | Complications of Transplants |
| Z94 | Transplants |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.E.

**Title**

**Consider action to approve and ratify a supplement Task Authorization for Interim Public Works Director services.**

Consider action to adopt a resolution approving and ratifying a supplemental Task Authorization with Neel-Schaffer, Inc., for Interim Public Works Director services, in an amount not to exceed $177,760; authorizing and ratifying the execution of said Task Authorization by the Interim City Manager; and providing an effective date.

**Staff Representative**

Rick DeOrdio, HR Director

**Executive Summary**

The purpose of this item is to approve increased funding to continue the services of the Interim Public Works Director through September 2026, when a permanent director is expected to be onboard.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Promote Operational Excellence** | 7.1 Provide responsive, reliable, and cost-efficient public services.<br>7.2 Become an employer of choice.<br>7.3 Support investments in upgraded, consolidated City facilities.<br>7.4 Improve organizational capacity and effectiveness.<br>7.5 Maintain the integrity and continuity of the City's network and applications systems.<br>7.6 Streamline internal business processes.<br>7.7 Maintain a sound system of internal control. |

**Background Information**

The Public Works Director position has been vacant for 12 months. In order to lead the Public Works Department during this transitional period, and to ensure stability and continuity until a permanent director is selected, the City engaged Neel-Schaffer, Inc., through an existing Master Professional Services Agreement for Engineering Services, to provide an Interim Public Works Director.

## Discussion

On March 13, 2026, the Interim City Manager executed Task Authorization No. FY26-NS-01 for Neel-Schaffer, Inc., in the not-to-exceed amount of $49,940, for Interim Public Works Director services to be provided under the terms and conditions of a Master Professional Services Agreement for Engineering Services. Neel Schaffer-Inc. assigned Mr. Gary Enna to provide these services. Mr. Enna previously served the City, and is a seasoned public works executive with over 17 years of municipal experience as a Public Works Director and Assistant Public Works Director in the North Texas area.

Due to the length of the position vacancy, the expenditure for services now exceeds the initial engagement. Therefore, supplemental Task Authorization No. FY26-NS-01-SUPP01 was executed to extend this engagement through September 2026, which includes a transition period during the onboarding of the newly selected Public Works Director.

## Financial/Budget Implications

Funding will be provided through General Fund vacancy savings.

## Recommended Action

Move to adopt a resolution approving and ratifying a supplemental Task Authorization with Neel-Schaffer, Inc., for Interim Public Works Director services, in an amount not to exceed $177,760; authorize and ratify the execution of said Task Authorization by the Interim City Manager; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING A TASK AUTHORIZATION FOR NEEL-SCHAFFER, INC. IN AN AMOUNT NOT TO EXCEED $177,760.00 FOR INTERIM PUBLIC WORKS DIRECTOR SERVICES; AUTHORIZING AND RATIFYING THE EXECUTION OF THE TASK AUTHORIZATION BY THE INTERIM CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on March 13, 2026, the Interim City Manager executed Task Authorization No. FY26-NS-01 with Neel-Schaffer, Inc., for an amount not to exceed $49,940.00, for Interim Public Works Director services, following which Neel-Schaffer assigned Mr. Gary Enna to provide these services; and

**WHEREAS,** due to the length of the position vacancy, the expenditure for services now exceeds the initial engagement; and

**WHEREAS,** a supplemental Task Authorization was executed by the Interim City Manager to avoid a lapse and to extend this engagement through September 2026, which includes a transition period during the onboarding of the newly selected Public Works Director; and

**WHEREAS,** the City Council finds it to serve the health, safety, and general welfare of the citizens of the City to approve the supplemental Task Authorization with Neel-Schaffer, Inc.;

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

**SECTION 1:** Task Authorization #FY26-NS-01-SUPP01 with Neel-Schaffer, Inc. in an amount not to exceed $177,760.00, attached hereto and incorporated herein by this reference as **Exhibit "A,"** is hereby approved and the execution thereof by the Interim City Manager is hereby authorized and ratified.

**SECTION 2:** This resolution shall become effective immediately upon its passage.

## Attachments

1. Exhibit A - Task Authorization FY26-NS-01-SUPP01
2. Attachment 1 - Task Authorization FY26-NS-01

Rowlett TEXAS

**TASK AUTHORIZATION #FY26-NS-01-SUPP01**

| | |
|---|---|
| **Client:** City of Rowlett<br>4000 Main Street<br>Rowlett, TX 75088<br>Attn: | **City Project No.:**<br>**Consultant Project No:**<br>**Date:** 8/6/2026 |

Project Description: Interim Public Works Director Services

**Description of services:**
See Attachment

**Deliverables:**
See Attachment

**Compensation shall be as follows:**

| Task | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 1 | Interim Public Works Director Services | 808 | $220 | $177,760 |
| | | | | |
| | Services will be provided on an as needed basis, not to exceed $ | | | |
| | | | | |
| | Conflict of Interest Provision: The Interim Public Works Director is restricted from participating in or making decisions regarding the Toler Business Park Project, or any projects current or future, assigned to Neel-Schaffer Inc. during the performance of this engagement. | | | |
| | | **Total Not to Exceed** | | **$177,760** |

| | | |
|---|---|---|
| | **Total Contracted Fee** | **$177,760** |

**Project schedule shall be as follows:** *See Attachment*

***The above described services shall proceed upon return of this Task Authorization. Services will be billed monthly as they are completed. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.***

This Task Authorization will serve as the notice to proceed.

**CONSULTANT:**

BY: [signature]

TITLE: SR. VICE PRESIDENT

DATE: 8/6/2026

**CITY OF ROWLETT:**

FY: [signature]

TITLE: Interim City Manager

DATE: 8/6/26

**TASK AUTHORIZATION #FY26-NS-01**

| | |
|---|---|
| **Client:** City of Rowlett<br>4000 Main Street<br>Rowlett, TX 75088<br>Attn: | **City Project No.:**<br>**Consultant Project No:**<br>**Date:** 3/13/2026 |

Project Description: Interim Public Works Director Services

**Description of services:**
See Attachment

**Deliverables:**
See Attachment

**Compensation shall be as follows:**

| Task | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 1 | Interim Public Works Director Services | 227 | $220 | $49,940 |
| | | | | |
| | Services will be provided on an as needed basis, not to exceed $49,940. | | | |
| | | | | |
| | Conflict of Interest Provision: The Interim Public Works Director is restricted from participating in or making decisions regarding the Tolar Business Park Project, or any projects current or future, assigned to Neel-Schaffer Inc. during the performance of this engagement. | | | |
| | | Total Not to Exceed | | $49.940 |

| | | |
|---|---|---|
| | **Total Contracted Fee** | **$49,940** |

**Schedule shall be as follows:**
**See Attachment**

***The above described services shall proceed upon return of this Task Authorization. Services will be billed monthly as they are completed. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.***

**X** This Task Authorization will serve as the notice to proceed.

**CONSULTANT:**

BY: Paul Clutter

TITLE: SR. VICE PRESIDENT

DATE: 3/13/2026

**CITY OF ROWLETT:**

BY: [illegible]

TITLE: Int. City Manager

DATE: 3/13/2026

March 12, 2026

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

**Reference: Interim Public Works Director Services**

Dear Mr. Bauer:

Neel-Schaffer, Inc. (Engineer) is pleased to offer additional Professional Services to the City of Rowlett (City). This engagement is for Neel-Schaffer, Inc. to function as the City's Interim Public Works Director.

Typical services would include, but not be limited to the following:

- Leading, managing and mentoring the City's Public Works Staff
- Keeping the department moving forward during the search for a permanent director
- Consulting on general Public Works issues (reviewing and answering questions from City Staff)
- Attending various meetings (i.e., City Council, CIP Committee, etc.)
- Assisting with planning for future capital projects
- Meeting with citizens and/or developers as needed
- Coordinating with other entities as needed (TxDOT, NCTCOG, etc.)
- Other duties as mutually agreed upon

Interim Public Works Director will perform these services as requested by the City. The general plan is for four to five days at the City and other availability remotely as needed. It is anticipated that the assignment will last approximately three months depending on the City's needs during their search for a permanent replacement.

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects
P: 214.347.8799
17440 Dallas Parkway, Suite 131
Dallas, TX 75287
www.neel-schaffer.com

Compensation: These services will be accomplished using the cost plus (hourly or time and materials) method of compensation.

The 2026 rate will be $220 per hour.

Neel-Schaffer will invoice the City monthly based upon hours of work performed.

Neel-Schaffer appreciates the opportunity to provide services to you and looks forward to continuing to work with you. If you have any questions, or if we may be of further service to you in any way, please call me at 817-253-8176.

Sincerely,

NEEL-SCHAFFER, INC.
TBPELS PE Firm Reg. No. F-2697
TBPELS LS Firm Reg. No. 10027200

Derek Cheatham, P.E.
Senior Vice President

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.F.

**Title**
**Consider action to authorize the purchase and installation of emergency equipment for four (4) police vehicles.**

Consider action to adopt a resolution authorizing the purchase and installation of emergency equipment for four (4) Dodge Durango Police Vehicles, from Defender Supply LLC, through a BuyBoard cooperative purchasing contract, for a price not to exceed $129,352.29; authorizing the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**
Mike Lasby, Mgr of Assets/Fleet

**Executive Summary**
Staff is requesting authorization for the purchase and installation of emergency equipment for four (4) Dodge Durango replacement police units for the Police Department from Defender Supply LLC, through a BuyBoard cooperative purchasing contract, for a price not to exceed $129,352.29.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Ensure a Safe Environment** | 2.1 Emphasize planning, preparedness, and prevention in emergency management.<br>2.2 Provide proactive, community-based police services.<br>2.3 Deliver exceptional first-responder coverage and response times. |

**Background Information**
The Fleet Department purchases and maintains patrol vehicles to sustain a safe and dependable fleet for the 24/7 operation of patrol. Police patrol vehicles are replaced at a rate of five per fiscal year.

On May 6, 2025, the City Council approved the purchase of four (4) Dodge Durango replacement patrol vehicles; and the purchase and installation of emergency equipment in said patrol vehicles from MAL Technologies Fleet (RES-060-25). MAL Technologies Fleet has since filed for bankruptcy and is unable to provide the emergency equipment and perform the equipment installation previously approved by Council.

**Discussion**

The Rowlett Police Department requires the full complement of patrol vehicles to patrol and protect the City and its residents adequately, and the Patrol Division's ability to serve citizens efficiently depends heavily on dependable, properly equipped patrol vehicles.

Since MAL Technologies Fleet has defaulted on the original purchase and installation of emergency equipment due to bankruptcy, it is necessary to pursue an alternative source to accommodate this need. Defender Supply has successfully completed these installations for the City previously; therefore, staff is now requesting approval of the purchase and installation of emergency equipment from Defender Supply LLC.

**Financial/Budget Implications**

**CIP Project Budget Financial Table**

| Project Code | Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| CE1001 | Police Vehicles and Equipment | $527,293.35 | $129,352.29 | $397,941.06 |
| **TOTAL** | | $527,293.35 | $129,352.29 | $397,941.06 |

**Recommended Action**

Move to approve a resolution authorizing the purchase and installation of emergency equipment for four (4) Dodge Durango Police Vehicles, from Defender Supply LLC, through a BuyBoard cooperative purchasing contract, for a price not to exceed $129,352.29; authorize the Interim City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT FOR FOUR DODGE DURANGO POLICE VEHICLES FROM DEFENDER SUPPLY, LLC, THROUGH A BUYBOARD COOPERATIVE PURCHASING CONTRACT, FOR A PRICE NOT TO EXCEED $129,352.29; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE AND INSTALLATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on May 6, 2025, the City Council approved the purchase of four (4) Dodge Durango replacement police vehicles; and the purchase and installation of emergency equipment in said police vehicles from MAL Technologies Fleet (RES-060-25); and

**WHEREAS,** MAL Technologies Fleet has since filed for bankruptcy and is unable to provide the emergency equipment and perform the equipment installation previously approved by Council; and

**WHEREAS,** the City is able to procure the emergency equipment needed from Defender Supply, LLC utilizing a BuyBoard cooperative purchasing contract for a price not to exceed $129,352.29; and

**WHEREAS,** the City Council finds it to serve the health, safety and general welfare of the City to approve the purchase;

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

**SECTION 1.** The City Council approves the purchase and installation of emergency equipment for four Dodge Durango police vehicles from Defender Supply, LLC in substantial accordance with **Exhibit "A"** attached hereto and incorporated herein by reference, utilizing a BuyBoard cooperative purchasing contract for a purchase price not to exceed $129,352.29.

**SECTION 2.** The Interim City Manager is hereby authorized to execute all necessary documents to effectuate said purchase.

**SECTION 3.** This resolution shall take effect from and after its passage.

**Attachments**

1. Exhibit A - Defender Supply - BuyBoard

**DEFENDER SUPPLY**

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| 2026 Dodge Durango<br>Former Maltech units | | | |
| ** Pricing Per BuyBoard Contract 798-26 ** | | | |
| Professional Installation of CUSTOMER SUPPLIED Graphics by Defender Supply | 4 | 225.00 | 900.00 |
| DS Package- DURANGO Light Bar Package for CORE | 4 | 5,541.00 | 22,164.00T |
| Whelen 48' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, 24 Output Expansion Module, OBDII Canport Harness, Defender Supply Power Distribution and Main Harness. Includes Installation. | | | |
| ***THIS ESTIMATE INCLUDES INSTALLATION*** | | | |
| DS Package- DURANGO Mirror Front Lighting Package | 4 | 1,575.42 | 6,301.68T |
| Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted on Front of Mirror with Plastic Shroud. Includes Defender Supply Mirror Wire Harness and Installation. | | | |
| DS Package- DURANGO Mirror Side Lighting Package | 4 | 1,290.00 | 5,160.00T |
| Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation. | | | |
| DS Package- DURANGO Running Board Lighting 6 Light Head Package | 4 | 1,695.00 | 6,780.00T |
| Includes Six Dual Color Super LED Light Heads (6x R/W/B), 3 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core Only). Includes Installation. | | | |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY**™

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| DS Package- License Plate Lighting Package<br><br>Includes 2, Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core Only). Includes Installation. | 4 | 823.00 | 3,292.00T |
| DS Package- DURANGO Traffic Advisor Package for CORE<br><br>- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets.<br><br>- 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation. | 4 | 1,822.00 | 7,288.00T |
| DS Package- DURANGO Pillar Light Package<br><br>Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation. | 4 | 1,735.00 | 6,940.00T |
| DS Package- DURANGO Front Cabin Dome Light<br><br>1, 3' Round Red/White Dome Light with Switch. Includes Installation. | 4 | 255.00 | 1,020.00T |
| DS Package- DURANGO Steel Textured Coating Push Bumper<br><br>Includes Shipping and Installation. | 4 | 932.00 | 3,728.00T |
| DS Package- Push Bumper Lighting Package<br><br>Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core Only). Includes Installation. | 4 | 2,150.00 | 8,600.00T |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY**

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| Defender Supply custom installation for the following:<br>2100 GPS Preemption Vehicle Kit (Radio, Antenna, Cable, Install Kit) | 4 | 4,509.855 | 18,039.42T |
| DS Package- DURANGO Console Package<br><br>Contoured Police Console With, Dual Cup Holder, Arm Rest, 12V Power Outlets, 2 Magnetic Mic Clips. Includes Installation. | 4 | 1,058.00 | 4,232.00T |
| DS Package- DURANGO Tail Light Flasher<br><br>Tail Light Ring Flasher Module. Includes Installation. | 4 | 369.00 | 1,476.00T |
| DS Package- Computer Stand Console Mount<br><br>Heavy Duty Telescoping Pole, Slide Out Locking Swing Arm & Docking Station Adapter Plate Mount. Includes Installation. | 4 | 495.00 | 1,980.00T |
| DS Package- DURANGO Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation. | 4 | 1,135.00 | 4,540.00T |
| DS Package- DURANGO Cargo Barrier and Plastic Prisoner Seat with Center Pull Seat<br><br>Includes Shipping and Installation. | 4 | 2,270.00 | 9,080.00T |
| DS Package- DURANGO Steel Window Guards<br><br>Includes Shipping and Installation. | 4 | 360.00 | 1,440.00T |
| DS Package- DURANGO Premium Single Drawer Storage Box<br><br>Includes Shipping and Installation. | 4 | 1,309.9975 | 5,239.99T |
| Wash and Prepare Vehicle for Delivery to Customer | 4 | 100.00 | 400.00T |
| Customer Warranty and Goodwill Allocation | 4 | 100.00 | 400.00T |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY**

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| Installation of Customer Supplied 2 Piece Radio and 2 Antenna<br><br>(Additional Antennas and/or GPS are Extra)<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>What brand? - APX 6500<br>How many antennas are we installing (includes used and new)? - 2<br>Is there a wireless mic? - No | 4 | 532.00 | 2,128.00T |
| Installation of customer supplied camera system<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>What brand? - Axon Fleet 3<br>Is there wireless download? - Yes | 4 | 749.00 | 2,996.00T |
| Installation of customer supplied radar<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>What brand? -<br>Is there a camera interface cable? - | 4 | 360.00 | 1,440.00T |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY**

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| Installation of customer supplied cradle point, antenna and CAT5e cable<br><br>***Run CAT5e cable from the Cradlepoint to the Computer Dock.***<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>Mounting Location? - Equipment box tray | 4 | 230.00 | 920.00T |
| Installation of customer supplied flashlight<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>Mounting Location? - | 4 | 210.00 | 840.00T |
| Installation of customer supplied computer power<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour ** | 4 | 51.80 | 207.20T |
| Installation of customer supplied drivers license card reader<br><br>** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour **<br><br>**** Sales information ****<br>Mounting Location? - | 4 | 70.00 | 280.00T |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

**Vehicle & Emergency Equipment Total**

Signature

**DEFENDER SUPPLY**

845 FM 407 W
Argyle, TX 76226

| | |
|---|---|
| Date | 6/29/2026 |
| Estimate # | 45090 |
| Estimate By | Matt Knight<br>matt@defendersupply.com<br>903-771-1962 |

| Bill To |
|---|
| Rowlett PD<br>4000 Main Street<br>Rowlett, TX 75088 |

| | |
|---|---|
| Customer Contact | |
| Customer Phone | 214.733.4029 |
| Customer E-mail | dcates@rowlett.com |

Vehicle Base Color - Black

| Description | Qty | Price | Total |
|---|---|---|---|
| Installation of customer supplied printer | 4 | 280.00 | 1,120.00T |
| ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $140/hour ** | | | |
| **** Sales information ****<br>Mounting Location? - | | | |
| Installation of Customer Supplied Weapon Lock | 4 | 105.00 | 420.00T |
| CUSTOMER SUPPLIED EQUIPMENT TO INSTALL | | | |
| Motorola APX 6500 - two-piece radio<br>Roof-Mount GPS Puck Antenna for Radio<br>Roof-Mount 800 Mhz Low Profile Whip Antenna<br>Coax<br>QMA to SMA Coax Adapter<br>Computer Docking Station<br>Weapon Lock<br>Cradlepoint w/ Power Cable<br>Roof-Mount Multipurpose Antenna<br>Axon Fleet 3 Camera System<br>Flashlight Charger w/ Power Cable<br>DL Reader<br>Zebra Printer with cradle<br>Graphics | | | |
| Texas Government or Municipality - No Sales Tax | | 0.00% | 0.00 |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

| | |
|---|---|
| **Vehicle & Emergency Equipment Total** | **$129,352.29** |

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour **

Signature _____

# CITY OF ROWLETT
# COUNCIL AGENDA ITEM

**VT – OK**
**KW for WB - OK**
**AGENDA DATE**: 05/06/2025 **AGENDA ITEM**: 6E

## TITLE

Consider action to approve a resolution authorizing the purchase of four Dodge Durango police pursuit patrol vehicles from Grapevine DCJ, LLC, through a BuyBoard cooperative contract, in the amount of $163,892.00; the purchase and installation of emergency equipment in said patrol vehicles from MAL Technologies Fleet, through a BuyBoard cooperative contract, in the amount of $110,762.20; the purchase of Motorola radios from Motorola Solutions, Inc., through an HGAC cooperative contract, in the amount of $27,229.20 ($6,807.30 each); the purchase of Dell computers from GTS Technology Solutions, through a DIR cooperative contract, in the amount of $14,911.68 through a DIR cooperative contract, for a total price not to exceed $316,795.08; authorizing the City Manager or his designee to execute all necessary documents to effectuate said purchase; and providing an effective date.

## STAFF REPRESENTATIVE

Christina Turner-Noteware, Director of Public Works

## EXECUTIVE SUMMARY

Staff is requesting approval to purchase four new pursuit vehicles, emergency vehicle equipment, and installation of equipment to replace four police vehicles that have been scheduled for replacement. The purpose of this item is to authorize the purchase from Grapevine DCJ, LLC, in the amount of $163,892.00, MAL Technologies Fleet in the amount of $110,762.20, Motorola Solutions, Inc., in the amount of $27,229.20, and GTS Technology Solutions in the amount of $14,911.68 for the Police Department through cooperative purchasing agreements.

## STRATEGIC PRIORITY AND GOAL

| Strategic Priority | Strategic Goal |
|---|---|
| **ENSURE A SAFE COMMUNITY** | 2.3 Deliver exceptional first-responder coverage and response times. |

## BACKGROUND INFORMATION

The Fleet Department purchases and maintains patrol vehicles to sustain a safe and dependable fleet for the 24/7 operation of patrol. Police Patrol vehicles are replaced at a rate of five per fiscal year. Due to supply chain issues, no patrol vehicles were ordered in FY24. As a result, 7 Patrol vehicles were requested for FY25. These Patrol vehicles are four of the seven being purchased

for FY25. The Police Department requires the full complement of patrol vehicles to adequately patrol and protect the City and its residents.

This request is for four Dodge Durangos. This is a proven patrol platform that will provide the Police Department with a reliable and safe patrol vehicle.

## DISCUSSION

This agenda item is to consider approval of a resolution approving the purchase of four 2025 Dodge Durango Police pursuit motor vehicles, emergency vehicle equipment, and installation of equipment for use by the Police Patrol Unit through Grapevine DCJ, LLC, MAL Technologies, Fleet, Motorola Solutions, Inc., and GTS Technology Solutions.

The Fleet Department purchases and maintains patrol vehicles to sustain a safe and dependable fleet for the 24/7 operation of patrol. The Fleet department had been told the Chevrolet Tahoe models would not be available this model year, and Ford patrol vehicles have not been available for several model years. Grapevine DCJ, LLC has four 2024 Dodge Durango pursuit-rated vehicles available now for Rowlett.

The ability of the Rowlett Police Department's Patrol Division to serve the citizens efficiently depends heavily on transportation with dependable and properly equipped patrol vehicles.

## FINANCIAL/BUDGET IMPLICATIONS

| Budget Account Number and/or Project Code | Account or Project Title | Budget Amount | Proposed Amount | Remaining Amount |
|---|---|---|---|---|
| CE1001 | Police Vehicles and Equipment/ Tax Note | $763,000.00 | $316,795.08 | $446,204.92 |
| **Total** | | **$763,000.00** | **$316,795.08** | **$446,204.92** |

## RECOMMENDED ACTION

Move to approve a resolution authorizing the purchase of four Dodge Durango police pursuit patrol vehicles from Grapevine DCJ, LLC, through a BuyBoard cooperative contract, in the amount of $163,892.00; the purchase and installation of emergency equipment in said patrol vehicles from MAL Technologies Fleet, through a BuyBoard cooperative contract, in the amount of $110,762.20; the purchase of Motorola radios from Motorola Solutions, Inc., through an HGAC cooperative contract, in the amount of $27,229.20; the purchase of Dell computers from GTS Technology Solutions, through a DIR cooperative contract, in the amount of $14,911.68, all for a total price not to exceed $316,795.08; authorize the City Manager or his designee to execute all necessary documents to effectuate said purchase; and provide an effective date.

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING THE PURCHASE OF FOUR DODGE DURANGO POLICE PURSUIT PATROL VEHICLES FROM GRAPEVINE DCJ, LLC THROUGH A BUYBOARD COOPERATIVE PURCHASING CONTRACT FOR A PRICE NOT TO EXCEED $163,892.00; APPROVING THE PURCHASE**

**AND INSTALLATION OF EMERGENCY EQUIPMENT IN SAID PATROL VEHICLES FROM MAL TECHNNOLOGIES FLEET, THROUGH A BUYBOARD COOPERATIVE PURCHASING CONTRACT FOR A PRICE NOT TO EXCEED $110,762.20; APPROVING THE PURCHASE OF MOTOROLA RADIOS FROM MOTOROLA SOLUTIONS, INC. THROUGH AN HGAC COOPERATIVE PURCHASING CONTRACT FOR A PRICE NOT TO EXCEED $27,229.20; APPROVING THE PURCHASE OF DELL COMPUTERS FROM GTS TECHNOLOGY SOLUTIONS THROUGH A DIR COOPERATIVE CONTRACT, ALL FOR A TOTAL PRICE NOT TO EXCEED $316,795.08; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Police Department requires the full complement of patrol vehicles to adequately patrol and protect the City and its residents; and

**WHEREAS,** Police Patrol vehicles are replaced at a rate of five per fiscal year but due to supply chain issues, no patrol vehicles were ordered in FY24 and, as a result, 7 Patrol vehicles were requested for FY25; and

**WHEREAS,** approval of this resolution will provide for purchase of four of the seven being purchased in FY2025; and

**WHEREAS,** the City Council finds it to serve the health, safety and general welfare of the citizens of the City to approve the purchase of these patrol vehicles and the related equipment, radios, and computers;

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

**SECTION 1.** The City Council of the City of Rowlett approves the purchase of four Dodge Durango Police Pursuit Patrol Vehicles from Grapevine DCJ, LLC through a BuyBoard cooperative purchasing contract for a price not to exceed $163,892.00; approving the purchase and installation of emergency equipment in said patrol vehicles from Mal Technologies Fleet, through a BuyBoard cooperative purchasing contract for a price not to exceed $110,762.20; approving the purchase of Motorola radios from Motorola Solutions, Inc. through an HGAC cooperative purchasing contract for a price not to exceed $27,229.20; approving the purchase of Dell computers from GTS Technology Solutions through a DIR cooperative purchasing contract, all in conformance with the price quotes attached hereto and incorporated herein by this reference as Exhibit "A" and for a total price not to exceed $316,795.08.

**SECTOIN 2.** The City Manager or his designee is hereby authorized to execute all documents necessary and related to the purchases approved by this Resolution.

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

**EXHIBITS TO RESOLUTION:**

Exhibit A – Price quotes from Grapevine DCJ, LLC, MAL Technologies, Motorola Solutions, Inc., and GTS Technology Solutions

**ATTACHMENTS**

6X Exhibit A – Price quotes from Grapevine DCJ, LLC, MAL Technologies, Motorola Solutions, Inc., and GTS Technology Solutions

4913-1980-6263, v. 1

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 4.G.

**Title**
**Consider action to authorize the purchase of cybersecurity services.**

Consider action to adopt a resolution authorizing the purchase of Managed Detection and Response (MDR) and Endpoint Detection and Response (EDR) cybersecurity services from Motorola Solutions, Inc., through a DIR cooperative purchasing contract, for a price not to exceed $171,960.52; authorizing the Interim City Manager or his designee to execute the Notice to Proceed and all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**
David Leibowitz, IT Director

**Executive Summary**
The City of Rowlett is a member of the GMRS regional radio consortium. The consortium's participating cities currently leverage Motorola cybersecurity services that were originally scoped and priced in 2015. These services are now end-of-life. Motorola Solutions has provided an updated pricing and service proposal for Managed Detection and Response (MDR) and Endpoint Detection and Response (EDR) coverage for Rowlett's consoles and RF infrastructure, along with an associated Notice to Proceed (NTP) for the seven-year service term.

Under the GMRS program rules, service activation requires all nine partner cities to issue their individual NTPs referencing Proposal 26-214269, dated April 23, 2026.

Assuming Council approval, the City of Rowlett will execute its Notice to Proceed, authorizing Motorola to begin onboarding and billing in accordance with the TX-DIR-CPO-5433 contract and the project's cost schedule.

**Strategic Priority and Goal(s)**

| | |
|---|---|
| ☒ **PROMOTE OPERATIONAL EXCELLENCE** | • Cybersecurity & Technology Modernization<br>• Maintain the integrity & security of the City's network and application systems. |

**Background Information**
In 2015, the City Council approved Interlocal Participation and User Agreements with

the City of Garland and the City of Mesquite to purchase and operate a new P25 interoperable public safety radio system. On August 6, 2019, the City Council approved amendments to the previously executed Interlocal Participation and User Agreements authorizing Rowlett to continue its participation in and to continue as a user of the Public Safety Radio Network (RES-094-19). On November 17, 2020, the City Council authorized an eight (8) year maintenance agreement with Motorola Solutions, Inc., and the City of Garland, for the City's portion to maintain the GMRS Public Safety Radio System (RES-143-20).

## Discussion

The General Mobile Radio Service (GMRS) Governance Board mandated implementation of MDR/EDR cybersecurity monitoring capabilities across participating agencies. Therefore, on July 7, 2026, the Garland City Council approved the purchase of Managed Detection and Response (MDR) and Endpoint Detection and Response (EDR) cybersecurity services from Motorola Solutions, Inc., to provide monitoring and protection for the GMRS regional trunked radio system; and executed the associated subscription services agreement. This agreement will remain in effect until the Garland determines that Motorola Solutions, Inc. no longer serves as the cybersecurity platform for GMRS, or until they no longer hold the cooperative contract for the associated cybersecurity services.

This Notice to Proceed for Rowlett will serve as authorization for Motorola Solutions, Inc., to place an order and invoice for the MDR and EDR hardware, software and services for a 7-year term. Rowlett's participation and financial obligation as a participant in the GMRS Public Safety Radio System will not exceed $171,960.52 for the 7-year contract term.

## Financial/Budget Implications

Since 2015, Rowlett's annual cost for the Motorola cybersecurity services remained fixed at $6,295 annually. With those services now end-of-life, Motorola has issued updated MDR/EDR pricing for the next seven years based on consortium-wide volume participation. The updated table below reflects Rowlett's new annual costs under the GMRS program. Funding projections for FY2027 have been prepared to accommodate this increase under the IT Radio Systems budget category.

**Payment Schedule**

| Year | | Consoles and RF Only |
|---|---|---|
| Year 1 | FY 27 | $23,836.58 |
| Year 2 | FY 28 | $24,790.05 |
| Year 3 | FY 29 | $25,781.65 |
| Year 4 | FY 30 | $22,971.77 |
| Year 5 | FY 31 | $23,891.48 |
| Year 6 | FY 32 | $24,847.23 |
| Year 7 | FY 33 | $25,841.76 |

| | | |
|---|---|---|
| **Total** | | **$171,960.52** |

**Recommended Action**

Consider action to adopt a resolution authorizing the purchase of Managed Detection and Response (MDR) and Endpoint Detection and Response (EDR) cybersecurity services from Motorola Solutions, Inc., through a DIR cooperative purchasing contract, for a price not to exceed $171,960.52; authorize the Interim City Manager or his designee to execute the Notice to Proceed and all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AUTHORIZING THE PURCHASE OF MANAGED DETECTION AND RESPONSE (MDR) AND ENDPOINT DETECTION AND RESPONSE (EDR) CYBERSECURITY SERVICES FROM MOTOROLA SOLUTIONS, INC. THROUGH A DIR COOPERATIVE PURCHASING CONTRACT FOR A PRICE NOT TO EXCEED $171,960.52 FOR A SEVEN YEAR CONTRACT TERM; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NOTICE TO PROCEED AND ALL NECESSARY AND RELATED DOCUMENTS TO EFFECTUATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Rowlett is a member of the General Mobile Radio Service (GMRS) regional radio consortium; and

**WHEREAS,** the GMRS Governance Board has mandated implementation of MDR/EDR cybersecurity monitoring capabilities across participating agencies; and

**WHEREAS,** Motorola Solutions, Inc. is able to provide the required MDR/EDR cybersecurity monitoring capabilities through a DIR cooperative purchasing contract for a price not to exceed $171,960.52 for a seven year contract term; and

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

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

**SECTION 1.** The City Council hereby authorizes the purchase of managed detection and response (MDR) and endpoint detection and response (EDR) cybersecurity services from Motorola Solutions, Inc. utilizing a DIR cooperative purchasing contract for a price not to exceed $171,960.52 for a seven year contract term.

**SECTION 2.** The Interim City Manager or his designee is hereby authorized to execute a Notice to Proceed to authorize Motorola Solutions, Inc. to place an order and invoice for the MDR and EDR hardware, software and service contract and to execute all other necessary and related documents to effectuate said purchase.

**SECTION 3.** This resolution shall be effective from and after its passage.

**Attachments**

1. Attachment 1 - GMRS Notice to Proceed Motorola MDR EDR

CITY COUNCIL
Jeff Winget, Mayor
Mike Britton, Mayor Pro Tem
John Bowers III, Deputy Mayor Pro Tem
Chris Kizziar
Marvin Gibbs
Byron Fassett
Carter Holston
Interim City Manager
Kristoff Bauer

[Date]

To: Motorola Solutions, Inc.("Motorola")

500 W. Monroe St.

Chicago, IL 60661

Re: GMRS 7 YR Proposal for MDR and EDR Services for The City of Rowlett Consoles and RF Infrastructure Only

Contract Name / Number: 26-214269

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This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the MDR and EDR hardware, software and services as referenced on Proposal 26-214269 dated April 23, 2026 for the 7-year contract total purchase price of $171,960.52, subject to the terms and conditions of the TX-DIR-CPO-5433 and agreed upon addendum document.

The City of Rowlett agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Title and Risk of Loss to Equipment shall pass to Customer upon delivery to and acceptance by Customer at the destination (FOB Destination). Unless otherwise agreed by the parties in writing, shipment will be made FOB Destination, freight prepaid and allowed, using commercially reasonable methods consistent with the delivery schedule. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

**Payment Schedule**

| Year | | Consoles and RF Only |
|---|---|---|
| Year 1 | FY 27 | $23,836.58 |
| Year 2 | FY 28 | $24,790.05 |
| Year 3 | FY 29 | $25,781.65 |
| Year 4 | FY 30 | $22,971.77 |
| Year 5 | FY 31 | $23,891.48 |
| Year 6 | FY 32 | $24,847.23 |
| Year 7 | FY 33 | $25,841.76 |
| Total | | $171,960.52 |

Motorola will invoice the Customer in advance for the full Year amount beginning October 1st of each contract year. Once billed, invoices shall be sent and emailed to the Customer at the following address:

[Insert Bill-to Address and Insert email address if applicable]

Invoices should reference

[Please indicate if there are any specific reference required on Motorola Invoice]:

The Equipment will be shipped to the Customer at the following address:

[Insert Address]

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:

[Insert Address]

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact [Insert Name and phone number].

Sincerely yours,

By: _____ [Insert Name] [Insert Title]

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 5.A.

**Title**

Consider action to adopt a resolution authorizing Professional Services Agreements for Architectural and Engineering Design Services for the Renovation and Modernization of Rowlett Fire Stations 1 and 4 with Brown Reynolds Watford Architects, Inc. for a price not to exceed $298,700; and for Fire Station 3 with Martinez Architects, LP for a price not to exceed $195,000; authorizing the Interim City Manager or his designee to execute the Agreements and all necessary documents to effectuate said purchase; and providing an effective date.

**Staff Representative**

Deepa Modi, Senior CIP Manager

**Executive Summary**

As part of the City's strategic priority to Promote Operational Excellence, the City Council continues to support investments in upgrading City facilities. As such, the proposed improvements to Fire Stations 1, 3, and 4 support this priority. The purpose of this item is to authorize Professional Services Agreements for architectural and engineering design services for the renovation and modernization of Fire Stations 1 and 4 with Brown Reynolds Watford Architects, Inc. and Fire Station 3 with Martinez Architects, LP to realize project works.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Promote Operational Excellence** | 7.3 Support investments in upgraded, consolidated City facilities. |

**Background Information**

GO bonds were approved in May 2024 for Public Safety Projects, specifically to support the enhancement of Fire Stations 1, 3, and 4. Funding allocations included $1,410,000 for Fire Station 1, $2,170,000 for Fire Station 3, and $1,120,000 for Fire Station 4.

Fire Station 1, located at 3900 Miller Road, opened in August 2005 and serves the southwest portion of the city (south of Lakeview Parkway and west of Muddy Creek). The project scope includes structural and drainage repairs, HVAC and fire-safety

upgrades, and comprehensive interior and exterior renovations, including finishes, cabinetry, painting, and flooring.

Fire station 3, located at 8000 Princeton Road, opened in 1999 and serves the northeast portion of the city (north of Lakeview Parkway and east of Muddy Creek). The project scope includes full roof replacement and structural evaluation, plumbing and facility upgrades, life-safety and apparatus bay improvements, and targeted interior renovations.

Fire Station 4, located at 6800 Rowlett Road, opened in 2004 and serves the northwest portion of the city (north of Lakeview Parkway and west of Muddy Creek). The project scope includes safety and structural upgrades, complete exterior lighting replacement, and targeted interior finish and furniture improvements.

These facilities require updates to improve departmental consistency, operational efficiency, and reliability. In order to procure architectural and engineering design services for these projects, the City conducted bid solicitation in May 2026.

**Discussion**

The City issued SOQ 2026-71-B through BidNet, the City's eProcurement system, beginning on May 18, 2026. A solicitation notice was also published in the *Dallas Morning News* on May 18 and May 25, 2026. A total of seven (7) responses were received by the deadline of 2:00pm on June 3, 2026.

The submissions were evaluated by seven (7) staff members from the Fire and Engineering Departments. Evaluations were based on the following criteria:

- Ability to Meet the City's Objectives and Provide a High Level of Service (30%)
- Professional Qualifications of Team Members (20%)
- Project Management Approach and Timeline (25%)
- Experience with Similar Municipal Projects (25%)

The primary objective of these projects is to enhance these facilities to optimize operational efficiency, and ensure consistent facility standards across the department, addressing deferred maintenance while implementing modern life-safety and performance upgrades.

Based on these criteria, Brown Reynolds Watford Architects, Inc. and Martinez Architects, LP were identified as the top-ranked firms to assist with design of the three fire station renovation projects. To expedite the project delivery, the 3 fire station projects were divided between the two firms with Brown Reynolds Watford Architects, Inc. to design Fire Stations 1 and 4 renovation projects and Martinez Architects, LP to design Fire Station 3 renovation project.

**Financial/Budget Implications**
The City has $4,698,230 in GO Bond proceeds to support the architectural and engineering design services for the three fire station projects. The proposed service contracts total service fees of $493,700 for the three projects with a construction budget of up to $4,204,530.

**CIP Project Budget Financial Table**

| Project Code or Budget Account Number | Account or Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| SP2148 | Fire Station 1 | $1,410,000 | $298,700 | $2,231,300 |
| SP2144 | Fire Station 4 | $1,120,000 | | |
| SP2149 | Fire Station 3 | $2,168,230 | $195,000 | $1,973,230 |
| | **Sum Total** | **$4,698,230** | **$493,700** | **$4,204,530** |

**Recommended Action**
Consider action to adopt a resolution authorizing Professional Services Agreements for Architectural and Engineering Design Services for the Renovation and Modernization of Rowlett Fire Stations 1 and 4 with Brown Reynolds Watford Architects, Inc. for a price not to exceed $298,700; and for Fire Station 3 with Martinez Architects, LP for a price not to exceed $195,000; authorize the Interim City Manager or his designee to execute the Agreements and all necessary documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR RENOVATION AND MODERNIZATION OF ROWLETT FIRE STATIONS 1 AND 4 WITH BROWN REYNOLDS WATFORD ARCHITECTS, INC. FOR A PRICE NOT TO EXCEED $298,700.00 AND FOR FIRE STATION 3 WITH MARTINEZ ARCHITECTS, LP FOR A PRICE NOT TO EXCEED $195,000.00; AUTHORIZING THE INTERIM CITY MANAGER OF HIS DESIGNEE TO EXECUTE THE AGREEMENTS AND ALL NECESSARY DOCUMENTS TO EFFECTUATE THE PURCHASES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, General Obligation ("GO") bonds were approved in May, 2024 for public safety projects, specifically to support enhancement of Fire Stations 1, 3 and 4; and

**WHEREAS**, Fire Stations 1, 3, and 4 require updates to improve departmental consistency, operational efficiency, and reliability; and

**WHEREAS,** in order to procure architectural and engineering design services for these updates, the City conducted a bid solicitation in May, 2026, with Brown Reynolds Watford Architects, Inc. and Martinez Architects, LP being identified as the top-ranking firms; and

**WHEREAS,** the City Council finds that it serves the health, safety and general welfare of the City to authorize professional services agreements with these firms;

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

**Section 1.** The City Council hereby authorizes Professional Services Agreements for architectural and engineering design services for the renovation and modernization of Rowlett Fire Stations 1 and 4 with Brown Reynolds Watford Architects, Inc. for a price not to exceed $298,700.00 and for Fire Station 3 with Martinez Architects, LP for a price not to exceed $195,000.00, said agreements to be in substantially the form of those attached hereto and incorporated herein by this reference collectively as **Exhibit "A;"**

**Section 2.** The Interim City Manager is hereby authorized to execute the Professional Services Agreements in substantially the form of **Exhibit "A,"** and all necessary and related documents to effectuate said purchases.

**Section 3.** This Resolution shall take effect immediately from and after its passage.

## Attachments

1. Exhibit A to Resolution - Professional Service Agreements
2. Attachment 1 to Staff Report - Scoring Summary

# PSA-2026-11 Brown Reynolds Watford Architects, Inc.

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | **PROFESSIONAL SERVICES AGREEMENT** |
| | **§** | **PSA-2026-11** |
| **COUNTY OF DALLAS** | **§** | |

This Agreement for Professional Architectural and Engineering Services (**"AGREEMENT"**) is entered into by the City of Rowlett, Texas ("**CITY**") and Brown Reynolds Watford Architects, Inc. ("PROFESSIONAL") for the Renovation and Modernization of Rowlett Fire Stations 1 & 4 ("**PROJECT**").

**RECITALS**

**WHEREAS,** the Professional is engaged in architectural design and engineering services, specifically specializing in the design and renovation of fire station facilities; and

**WHEREAS,** the City wishes to utilize the services of the Professional in connection with the renovation and modernization of Rowlett Fire Station 1 (3900 Miller Road) and Rowlett Fire Station 4 (6800 Rowlett Road); and

**WHEREAS,** the Professional has proposed a comprehensive design strategy involving scope prioritization and bid alternates to ensure the Project is delivered within the identified budgetary constraints; and

**WHEREAS,** the parties have agreed to the terms under which the Professional will provide said services; and

**WHEREAS,** the City desires to enter into an Agreement with Professional to provide such services under the terms and conditions provided herein.

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

## I. TERM OF CONTRACT

1.01 This Agreement shall become effective on the date executed by both parties and shall remain in effect thereafter until terminated as provided herein.

1.02 Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed prior to receipt of notice of termination and to the reasonable satisfaction of City in accordance with this Agreement.

## II. SERVICES TO BE PERFORMED BY PROFESSIONAL

2.01 Professional shall perform such services as are set forth and described in **Attachment A Scope of Services and Project Schedule** and incorporated herein as if written word for word. All services provided by Professional hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Attachment A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

2.02 Professional shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Professional's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Professional agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the City understands and agrees that Professional is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

2.03 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best Professional judgment of the Professional.

2.04 All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of the City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports as and to the same extent provided for in the Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all material reports and exhibits prepared by Professional pursuant to this Agreement and in electronic format if so requested by City.

2.05 Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work scheduled established by City (the "Work Schedule").

2.06 Budget Accountability and Design Standards. The Professional shall perform all design services with the responsibility to design to the identified total project budget of $2,530,000, which is inclusive of all costs. The Professional acknowledges that the construction budget is derived from this total budget minus design fees, soft costs, and project contingency. The Professional shall manage the project scope through prioritization and the use of bid alternates. In the event that the lowest responsive Base Bid for the Project exceeds the identified construction budget, the Professional shall provide such redesign and bid preparation services as are necessary to bring the project within the identified budget without an additional fee to the City.

## III. COMPENSATION

3.01 City shall compensate Professional for services rendered at the rates set forth in **Attachment B**: **Compensation** incorporated herein for all purposes by this reference. Total compensation under this Agreement shall not exceed **$298,700**. Professional shall invoice City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

3.02 The Professional's ordinary business expenses and out-of-pocket costs incurred in the performance of this Agreement are the responsibility of the Professional. Reimbursement of reasonable and actual expenses for materials may be billed to the City, provided that Professional obtains City's prior written approval in advance of incurring such expenses.

3.03 City shall have the right to immediately suspend the services by Professional if City determines, in its sole discretion, that Professional has or will fail to perform, in accordance with this Agreement. In such event, payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

## IV. COMPLIANCE WITH LAWS

4.01 The parties agree that they each will comply with all applicable federal, state of local laws and ordinances and that neither of them will discriminate against any employees or contractors of the other on the

basis of race, color, religion, national origin, sex, age, disability, status as a disabled veteran or veteran of the Vietnam Era, or any other basis prohibited by law.

## V. INDEMNIFICATION

5.01 **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS CURRENT, FUTURE, AND FORMER OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATIONS) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS CURRENT, FORMER, AND FUTURE OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNEES (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

5.02 **ADDITIONALLY, PROFESSIONAL SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FROM ANY LOSS OF ANY KIND BASED ON A CLAIM THAT THE WORK PERFORMED, OR PRODUCTS PROVIDED HEREUNDER, INCLUDING MATERIAL(S) OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE MANUFACTURE, SALE OR USE OF SUCH WORK, PRODUCTS OR MATERIALS. SUCH INDEMNIFICATION SHALL INCLUDE ALL DAMAGES AND COSTS INCURRED BY CITY AS THE RESULT OF THE CLAIM, INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. PROFESSIONAL FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY DEMAND FOR PAYMENT FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, DEVICE, ARTICLE, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT THAT MAY RESULT FROM THE WORK OR MATERIALS COVERED BY THIS AGREEMENT. PROVIDED, THE FOREGOING INDEMNITY SHALL NOT APPLY IF THE CLAIM RESULTS FROM DELIVERABLES THAT AS FURNISHED BY PROFESSIONAL TO CITY DO NOT INFRINGE UPON ANY U.S. LETTERS PATENT OR COPYRIGHT AND (1) CITY'S ALTERATION OF A DELIVERABLE, SUCH THAT SAID DELIVERABLE IN ITS ALTERED FORM INFRINGES UPON ANY PRESENTLY EXISTING U.S. LETTERS PATENT OR COPYRIGHT; OR (2) THE USE OF A DELIVERABLE IN COMBINATION WITH OTHER MATERIAL NOT PROVIDED BY PROFESSIONAL WHEN SUCH USE IN COMBINATION INFRINGES UPON AN EXISTING U.S. LETTER**

**PATENT OR COPYRIGHT; OR (3) THE USE OF A DELIVERABLE IN A MANNER MATERIALLY INCONSISTENT WITH THE SPECIFICATIONS PROVIDED BY PROFESSIONAL.**

## VI. INSURANCE

6.01 Professional shall procure and maintain for the duration of the Agreement, insurance coverages outlined in **Exhibit "A,"** attached hereto and incorporated herein by this reference for all purposes. Professional shall comply with all provisions set forth in **Exhibit "A."**

## VII. NOTICES

7.01 Any and all notices, requests, demands and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or sent by facsimile with confirmation, and upon receipt via reputable overnight courier or U.S. Mail postage prepaid, with return receipt requested, as follows:

***If to PROFESSIONAL:***

Brown Reynolds Watford Architects, Inc.
Attn: Stephen J. Hilt, Principal
3535 Travis St., Ste. 250
Dallas, Texas 75204
SHilt@brwarch.com

***If to City:***

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
4000 Main St.
Rowlett, Texas 75030-0099
kbauer@rowlett.com

The parties may update or modify the addressees above by providing written notice of such as provided herein.

## VIII. RELATIONSHIP OF PARTIES

8.01 The parties agree that in satisfying the conditions of this Agreement, Professional is acting independently and that City assumes no responsibility or liabilities to any third party in connection with these actions. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. City shall not train Professional, require Professional to devote its full-time services to City nor dictate Professional's sequence of work or location of work, except as expressly provided in this Agreement. Accordingly, the relationship between Professional and City is that of independent contractor and neither party shall have any authority to represent or bind the other and that neither party shall hold itself out or have any authority as an agent, joint venture, or any other type of relationship besides independent contractor between City and Professional.

8.02 Professional and City shall each remain solely responsible for the payment of all wages and benefits for each of their own respective employees, and neither party shall be responsible for the withholding or payment of any payroll deductions or taxes, or the provision of workers' compensation or unemployment insurance coverage, for or on behalf of employees of the party or for any payment or expense in respect of claims arising under the other party's employee benefit plans.

8.03 City acknowledges and agrees that it must provide reasonable cooperation, including access to facilities, in order for Professional to be able to perform the Services hereunder in a timely and Professional manner.

## IX. MISCELLANEOUS

9.01 **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and perform this Agreement in accordance with the terms hereof.

9.02 **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement. y the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or further waiver.

9.03 **Severability.** Each provision herein shall be separate and independent from any other, and a breach of any provision shall in no way or manner discharge or relieve the performance of any other provision, covenant or agreement.

9.04 **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

9.05 **Headings.** Caption and article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the extent of any provision hereof.

9.06 **Governing Law.** This Agreement shall be governed by the laws of the state of Texas and the parties agree that venue shall be proper in and, without waiving applicable immunities, otherwise agree to submit to the subject matter and personal jurisdiction of the state district courts of Dallas County, Texas. . Further, this Agreement shall not constitute a waiver of immunity except as is provided under the terms and conditions of Section 271.151 *et seq.* of the Texas Government Code.

9.07 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof. The Agreement may not be amended or supplemented except by a written document executed by the parties hereto.

9.08 **Availability of Funds.** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands with effect as of the date first above written.

| **CITY OF ROWLETT** | **BROWN REYNOLDS WATFORD ARCHITECTS, INC.** |
|---|---|
| By: _____ | By: Stephen J. Hilt |
| Kristoff Bauer<br>Interim City Manager | Stephen J. Hilt<br>Principal |
| Date: _____ | Date: 08/03/2026 |

**EXHIBIT "A"**
**INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $2,000,000 aggregate or;<br>• $2,000,000 combined single limits | City to be named as additional insured |

| | | |
|---|---|---|
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**ATTACHMENT "A"**
**SCOPE OF SERVICES AND PROJECT SCHEDULE**

## PROFESSIONAL SERVICES PROPOSAL FOR ROWLETT FIRE STATIONS 1 & 4 RENOVATIONS

Brown Reynolds Watford Architects are pleased to submit this professional services proposal for design services for renovations for Rowlett Fire Station 1 located at 3900 Miller Road and Fire Station 4 located at 6800 Rowlett Road. The project scope, schedule and proposed fee are described below:

## PROJECT SCOPE

We understand that the total project budget is $2,530,000, and the project scope will be similar to as outlined in the Request for Qualifications, City of Rowlett SOQ No. 2026-71-B, but the actual scope of the renovation may vary somewhat based upon current priorities and construction scope that fits within the project budget. The construction budget will be the total budget minus design fees, other soft costs, and project contingency. Additional clarification of scope from a scoping meeting with City of Rowlett personnel has been incorporated into this proposal. The strategy to stay within budget is anticipated to include identifying several bid alternates. Fire Station 3 as mentioned in the request for qualifications will not be included in this project. The project team and scope of services are further described below:

## PROJECT TEAM

| | |
|---|---|
| • **Brown Reynolds Watford (BRW) Architects, Inc.**<br>Stephen Hilt, AIA<br>Rob Lawyer | **Architecture**<br>Principal<br>Project Manager |
| • **Hart Gaugler Associates**<br>Brent Bartell, PE | **Structural Engineer**<br>Principal |
| • **Urban Strategy**<br>John Blacker, PE | **Civil Engineer**<br>Principal |
| • **Telios**<br>Daniel Salinas, PE<br>Brian K. Martin | **MEP Engineer & Low Voltage**<br>Associate, MEP<br>Project Manager, Low Voltage |
| • **UES**<br>David Schledorn, PE | **Geotechnical**<br>Senior Geotechnical Engineer |

## BASIC SERVICES

Basic Services shall include the following:

- Existing Conditions assessment and background plans creation, including the following:
  - Kick-Off and tours meeting(s) for each fire station, to include discussion to enumerate and prioritize potential renovation scope items, including but not necessarily limited to the list of renovation scope contained in the solicitation for statements of qualifications.
  - With the list of potential scope items confirmed, the architect and MEP/T engineer will conduct onsite investigation of existing conditions as required to generate information required to produce construction documents. This may or may not include, at Architect's option, a LIDAR scan of portions of the building as may be required to build a model.
  - Background Drawings: The Architect will produce floor plan, reflected ceiling plan, and roof plan background drawings in Autocad or Revit format as may be required to produce construction drawings.
- Architectural and Landscape Site Design is limited to modifications to paving and indication of repair to turf and irrigation as may be required. If irrigation repair or modifications are required, then they will be indicated by notes to adjust and use materials to match the existing irrigation system.
- Interior design, including interior finishes and lighting as applicable to the scope of renovations.
  - The Architect includes modifications to or replacement of selected doors as required for addition of access control. Refer to Additional services for low voltage design services.
  - Furniture design will be limited to assistance with selection of furniture within the scope of the renovations, based upon items available through a pre-negotiated price structure (such as Buy Board, etc.) that is available to the City of Rowlett for purchase of furniture. Based upon initial scoping discussions, furniture selection is expected to be limited to replacement furniture items within a several rooms.
- Civil Engineering design, including plans for erosion control, adjustments to drainage and grading, and limited site paving replacement. This scope is limited to localized areas on each site as discussed in the project scoping meeting.
  - Street design is limited to modifications at existing streets for concrete replacement at drive approaches.
  - Foam injection raising of existing patio slab, or other solution for this paving, as indicated in the SOQ.
  - Storm detention is assumed to be existing and new or modified storm detention design is not included other than directing runoff water to existing detention as may be applicable.
- Structural Engineering, limited to attachments for and bracing of new CMU walls.
- Mechanical, Electrical, and Plumbing engineering design.
  - Mechanical, electrical, and plumbing engineering as required for the approved renovation scope. HVAC replacement will be up to the approximate tonnage indicated in the SOQ and HVAC controls will be local controls only.
  - Electrical design may include assessment of existing conditions in preparation for a future generator installation or replacement, including if infrastructure revisions are required, and potential location of a future ATS and generator, as may be required to coordinate with the scope of these renovations. However, a generator will not be part of the design scope for this project.
  - Fire sprinkler and fire alarm systems modifications shall be based upon scope areas defined in drawings plus a performance specification. Design work related to fire pumps is not anticipated to be required based upon existing conditions and is excluded.
- Anticipated submittals and Owner review meetings as shown below.
  - Project Scoping: Submission to indicate proposed renovation scope items and bid alternates for Owner approval. Partial topographic survey and geotechnical report submitted when available.
  - 50% Design: Design progress drawings submitted for Owner's review and comment and for coordination of systems requirements.
  - 100% Design: Drawings ready for permit and construction.

- Compliance with applicable codes and ordinances, including a pre-development meeting or conference call with City departments, or a submitted list of questions, related to site and building development to confirm code interpretations and triggers for bringing existing conditions up to current code requirements.
  - BRW will submit required forms and documents for engineering and building permit approval and respond to permit review comments, including a separate civil engineering submission to the Tabor Ranch MUD for water utilities.
  - Any regulatory fees for permit and construction will be paid directly by the Owner or by the contractors, as applicable.
- Bidding for general construction will be handled through the Owner's typical online bid procurement system, or as a JOC contract. BRW will provide responses to questions and prepare bid addenda as may be required.
  - BRW will assistance with the selection of the Contractor, which is anticipated to be a Competitive Sealed Proposals (CSP) or Job Order Contract (JOC) delivery method. This includes evaluation of proposals as requested and participation in a review and selection meeting. This excludes writing of the RFP, or other documentation beyond providing construction documents for inclusion in the RFP. If required, writing of the RFP could be provided as an additional service.
- Construction Administration phase services is anticipated to include a pre-construction period of approximately two months for procurement of materials and longer lead time items in order to minimize the construction duration required and disruptions to fire operations. During this time, the design team will review submittals as required for procurement but there will not be OAC meetings held.
- The design team has included the below number of Owner/Architect/Contractor (OAC) construction phase meetings and site observation visits during construction to become generally familiar with the progress and quality of the work completed:
  - Architect — One pre-construction conference, 1 conference call OAC + 1 onsite OAC and site visit (total of 5) for up to 5 months, plus one substantial completion walk and one final completion walk
  - Civil Engineer — Up to 2 site visits
  - MEP Engineer — Up to 2 site visits per site
  - Technology — Up to 2 site visits
  - Structural Engineer — 0 visits (minor scope review by photographs as required)
- TDLR TAS (Texas Accessibility Standards) project compliance: TDLR registration, plan review, site inspection submittal and, as necessary for the project the RAS's fees for responses to questions. If it is determined that the project will be scoped (most likely both will be) then the architect will register the project and arrange for, submit and pay for plan review and site inspection. The Architect will then invoice these fees to the Owner at Architect's cost as a reimbursable expense. The Architect will prepare responses to the RAS's reports as part of the Architect's Basic Services. The Owner will either designate BRW as their agent for submissions and responses or sign and submit required forms directly to the RAS as prepared by the Architect.
- Use of Editable Electronic Files: BRW will provide the Contractor with the Revit model upon execution of BRW's waiver form for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor. BRW's consultants may provide Revit model or CAD drawings as applicable for use in preparing shop drawing submittals subject to their individual requirements for release of their electronic files.
  - Upon project completion, BRW and BRW's consultants will provide the Owner a copy editable format as-designed files for the Owner's records, in either Autocad or Revit format as applicable.

## ADDITIONAL SERVICES

The following Additional Services will be provided as required for the completion of the project:

- Limited site topographic survey, including permanent improvements on and immediately adjacent to the site, contours on one-foot intervals, top of pavement elevations for paving , limited to areas of the site that include and are immediately adjacent to areas of site drainage and paving construction, as required to develop the construction documents. This does not include a full boundary survey.
- Geotechnical Investigation: Up to (4) shallow 5' deep boring(s) will be taken at each site and a geotechnical report will be provided for recommendations for site paving design. Any paving penetrated for borings will be located in paving that is proposed to be replaced and patched with like material.
- Ground Penetrating Radar (GPR) location of on-site utilities for geotechnical borings: The geotechnical engineer may use GPR technology to minimize the possibility of hitting below grade utilities when taking borings.
- Low Voltage Infrastructure, including locations and infrastructure for new data drops conduit and back box locations for low voltage / technology systems. Includes structured cabling and terminations specifications as applicable to each system.
  - Access Control Systems: Design of access control systems, suitable for inclusion in the general contractor's bid.
  - Video Surveillance and Security: Design to include infrastructure for a building-mounted CCTV video surveillance cameras as scoped.
  - Fire Station Alerting System: Architect will coordinate with the vendor for the City's standard system and indicate infrastructure for revisions to the system or for additional system components. Cabling for this system is typically part of the vendor contract. Where information is not provided by the vendor during design phase, infrastructure typical to this system will be indicated according to components and locations indicated by the Owner in design phase meetings and review comments.
  - I.T. Telecom Rooms design to include racks, patch panels and cable management in MDF / IDF rooms. Rack-mounted equipment is otherwise designed and provided by Owner's I.T. department or direct to Owner vendor as applicable. Owner's I.T. department or Owner's vendor will provide information for heat rejection design requirements, if modifications to HVAC in these rooms is part of the approved scope of the renovation.
  - Audio-Visual Systems Design: If required, will be based upon sizing of screens for the room and performance specifications.
  - Other Systems: Design for modifications to radio communications, distributed antenna systems (DAS), and other low voltage systems not indicated above is not anticipated to be required based upon scoping meetings and therefore excluded.
- Cost Estimating: Third party cost estimating services are not provided under the scope of services.
- Additional services for Construction Administration phase services due to extended construction duration: A allowance is provided for up to 3 additional months of construction duration is included in case it is required by construction phasing, to be invoiced on an hourly, not-to-exceed basis in the event that these services are required.

## OWNER-PROVIDED SERVICES AND INFORMATION

The Owner shall furnish the following design services or building systems design, or authorize the Architect to furnish them as Optional Services at negotiated additional fees, when such services are required to complete the project or as directed by the Owner:

- The Owner will provide a copy of the existing plat, street and utilities plans or as-built documents, existing building drawings, and other pertinent developer's information to the extent that such drawings are available to the Owner.

- Construction Materials Testing and Inspection (during construction) as required to complete the project, except for special testing and inspections specifically designated as the responsibility of the Contractor (if any).
- If desired to be incorporated into the specifications manual, then the Owner will provide a copy of Division 00 contracting requirements documents to the Architect for inclusion. If the Owner has a standard boilerplate for Division 01 specifications then that will also be provided to the Architect. The Owner will coordinate with the Architect to provide complete edited front end specifications as applicable to this project.
- Basic IECC Commissioning Services, if required by the AHJ due to HVAC systems and/or lighting replacement.
- The Owner might engage direct-to-Owner vendor(s) for partial or full design of various systems as described below. The Owner's IT department and any such direct vendors as applicable to the renovation scope should provide sufficient information by or within 2 weeks following 50% design submission for coordination with the design team's related Construction Documents:
  - I.T. Equipment (Rowlett IT Department)
  - Audio / Visual systems
  - Security and access control
  - Fire Station Alerting System
  - Direct vendor(s) for purchase of the SCBA system, and/or other equipment and furniture.

## EXCLUSIONS

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Platting
- Zoning Modifications
- Civil storm water quality management plan (including bio-swale design, storm water filtration design, or storm / sanitary diverter valve design).
- Civil site storm water detention design.
- TxDOT Coordination / Permit
- Storm Shelter design: A requirement to construct storm shelters is not anticipated to be triggered by these renovations and storm shelter design is excluded.
- Site utilities engineering other than tie in of revised drainage areas with storm drainage
- Final certified surveys after construction.
- Drainage, water, or sanitary sewer studies or reports
- Subsurface utility engineering (SUE)
- Environmental site analysis or remediation design services
- Food service consulting. (Design related to the type 1 hood in the fire station kitchen, if scoped by the renovation, is included in basic services. The kitchen is presumed not to be considered a commercial kitchen nor to require other food service design, nor health dept. permit or inspection)
- Leadership in Energy and Environmental Design (LEED), or other green building certification program, design, registration and certification.
- Level 3 electric vehicle charging design
- Onsite Power Generation (design for photovoltaic etc.)
- Coordination with an Owner's or CMaR's waterproofing consultant
- Preparation or assistance with multiple or fast track drawing/bid packages
- Construction site observation visits beyond the numbers listed above
- Enhanced Construction Administration Services, or duration beyond the typical duration indicated above
- Electronic Record Drawings incorporating the Contractor's as-built markups

- City fees, such as for permit reviews, construction permit, impact fees, zoning modifications, or platting fees
- Other design services not reasonably inferable from the currently available description of renovation scope.

## PROJECT SCHEDULE

We anticipate the following time periods for the project phases, excluding any Owner's extended review time or other pauses to the design or construction schedule:

Design Phase (Approximately 8 months):

| | |
|---|---|
| • Scoping | approximately 4 weeks |
| • 50% Design Documents | 4 to 6 weeks |
| • 100% Design Documents | 6 to 8 weeks |
| Design Duration (Targeted completion before Jan. 1, 2027): | 4 to 5 months |

Bidding and Construction:

| | |
|---|---|
| • Bidding and Negotiation | 1 to 3 months |
| • Pre-Construction / Procurement Period | Up to 3 months |
| • Construction Administration | Up to 5 months + 1 month to Final Completion |
| • Extended Construction Duration (if required) | Up to 3 months |
| Total Anticipated Services Duration | 14 to 20 months |

**ATTACHMENT "B"**
**FEE SCHEDULE**

## ATTACHMENT B – COMPENSATION

**July 31, 2026**

| | | |
|---|---|---|
| **Basic Services Fee (Subtotal):** | | **$214,000** |
| **Additional Services (Subtotal):** | | **$77,200** |
| • Partial Topographic Surveys | $4,800 | |
| • Civil Engineering | $19,000 | |
| • Geotechnical Investigation (Station 1) | $4,800 | |
| • Geotechnical Investigation (Station 4) | $4,800 | |
| • Geotech GPR onsite utilities detection (@ $1,400 per site) | $2,800 | |
| • Low Voltage Systems Design | $17,000 | |
| • Extended Construction Administration (not-to-exceed, hourly allowance) | $24,000 | |
| **Reimbursable Expenses Allowance:** | | **$7,500** |
| **Total Fee with Reimbursable Allowance** | | **$298,700** |

Compensation shall be invoiced monthly based on the percent complete for each phase, but shall not exceed the percentages shown below:

| | |
|---|---|
| Scoping & Existing Conditions Assessment | 15% |
| 50% Design | 20% |
| 100% Design | 25% |
| Bidding | 5% |
| Construction Administration | 35% |
| | Total: 100% |

The above fees for Construction Administration Services are calculated based upon a construction schedule not to exceed 6 months from notice to proceed to substantial completion and a 30 day period to final completion. In the event that the construction duration is extended then the Architect's Basic Services shall be adjusted to provide extended Construction Administration services as an additional service. Such additional services shall be calculated at a monthly rate equal to the Construction Administration basic services fee divided 6 or other mutually acceptable calculation commensurate with the time and effort additional services required.

Reimbursable expenses include but are not limited to such expenses as project registration with TDLR, TAS plan reviews and site inspections, government fees, and standard mileage rates travel. Reimbursable expenses shall be billed at the rate billed to Architect except that the following shall be marked up commensurate with Architect's expenses, not to exceed 10% the amount invoiced to the Architect in each case:

Document reproduction and mounting drawings, local and overnight deliveries: 10% as a coordination and handling fee. This proposal is based on electronic conveyance of bid documents

and CMaR submittals, and may not include an adequate sum in the allowance to allow for paper bid distribution.

Modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner and be compensated at the hourly rates listed below or for a negotiated lump sum fee.

# PSA-2026-10 Martinez Architects, LP

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | **PROFESSIONAL SERVICES AGREEMENT** |
| | **§** | **PSA-2026-10** |
| **COUNTY OF DALLAS** | **§** | |

This Agreement for Professional Architectural and Engineering Services ("**AGREEMENT**") is entered into by the City of Rowlett, Texas ("**CITY**") and Martinez Architects LP ("**PROFESSIONAL**") for the Renovation and Modernization of Rowlett Fire Station 3 ("**PROJECT**").

**RECITALS**

**WHEREAS,** the Professional is engaged in Professional Architectural and Engineering Services, specifically specializing in the design and renovation of fire station facilities; and

**WHEREAS,** City wishes to utilize the services of the Professional in connection with the renovation and modernization of Rowlett Fire Station 1; and

**WHEREAS,** the Professional has proposed a comprehensive design strategy involving scope prioritization and bid alternates to ensure the Project is delivered within the identified budgetary constraints; and

**WHEREAS,** the parties have agreed to the terms under which the Professional will provide said services; and

**WHEREAS,** the City desires to enter into an Agreement with Professional to provide such services under the terms and conditions provided herein.

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

## I. TERM OF CONTRACT

1.01 This Agreement shall become effective on the date executed by both parties and shall remain in effect thereafter until terminated as provided herein.

1.02 Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed prior to receipt of notice of termination and to the reasonable satisfaction of City in accordance with this Agreement.

## II. SERVICES TO BE PERFORMED BY PROFESSIONAL

2.01 Professional shall perform such services as are set forth and described in **Attachment A Scope of Services and Project Schedule** and incorporated herein as if written word for word. All services provided by Professional hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of **Attachment A** and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

2.02 Professional shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Professional's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Professional agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the City understands and agrees that Professional is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

2.03 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best Professional judgment of the Professional.

2.04 All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of the City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports as and to the same extent provided for in the Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all material reports and exhibits prepared by Professional pursuant to this Agreement and in electronic format if so requested by City.

2.05 Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work scheduled established by City (the "Work Schedule").

2.06 Budget Accountability and Design Standards. The Professional shall perform all design services with the responsibility to design to the identified total project budget of $2,170,000, which is inclusive of all costs. The Professional acknowledges that the construction budget is derived from this total budget minus design fees, soft costs, and project contingency. The Professional shall manage the project scope through prioritization and the use of bid alternates. In the event that the lowest responsive Base Bid for the Project exceeds the identified construction budget, the Professional shall provide such redesign and bid preparation services as are necessary to bring the project within the identified budget without an additional fee to the City.

## III. COMPENSATION

3.01 City shall compensate Professional for services rendered at the rates set forth in **Attachment B Fee Schedule** incorporated herein for all purposes by this reference**.** Compensation shall not exceed **$195,000.00**. Professional shall invoice City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

3.02 The Professional's ordinary business expenses and out-of-pocket costs incurred in the performance of this Agreement are the responsibility of the Professional. Reimbursement of reasonable and actual expenses for materials may be billed to the City, provided that Professional obtains City's prior written approval in advance of incurring such expenses.

3.03 City shall have the right to immediately suspend the services by Professional if City determines, in its sole discretion, that Professional has or will fail to perform, in accordance with this Agreement. In such event, payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

## IV. COMPLIANCE WITH LAWS

4.01 The parties agree that they each will comply with all applicable federal, state of local laws and ordinances and that neither of them will discriminate against any employees or contractors of the other on the

basis of race, color, religion, national origin, sex, age, disability, status as a disabled veteran or veteran of the Vietnam Era, or any other basis prohibited by law.

## V. INDEMNIFICATION

5.01 **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS CURRENT, FUTURE, AND FORMER OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATIONS) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS CURRENT, FORMER, AND FUTURE OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNEES (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

5.02 **ADDITIONALLY, PROFESSIONAL SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FROM ANY LOSS OF ANY KIND BASED ON A CLAIM THAT THE WORK PERFORMED, OR PRODUCTS PROVIDED HEREUNDER, INCLUDING MATERIAL(S) OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE MANUFACTURE, SALE OR USE OF SUCH WORK, PRODUCTS OR MATERIALS. SUCH INDEMNIFICATION SHALL INCLUDE ALL DAMAGES AND COSTS INCURRED BY CITY AS THE RESULT OF THE CLAIM, INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. PROFESSIONAL FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY DEMAND FOR PAYMENT FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, DEVICE, ARTICLE, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT THAT MAY RESULT FROM THE WORK OR MATERIALS COVERED BY THIS AGREEMENT. PROVIDED, THE FOREGOING INDEMNITY SHALL NOT APPLY IF THE CLAIM RESULTS FROM DELIVERABLES THAT AS FURNISHED BY PROFESSIONAL TO CITY DO NOT INFRINGE UPON ANY U.S. LETTERS PATENT OR COPYRIGHT AND (1) CITY'S ALTERATION OF A DELIVERABLE, SUCH THAT SAID DELIVERABLE IN ITS ALTERED FORM INFRINGES UPON ANY PRESENTLY EXISTING U.S. LETTERS PATENT OR COPYRIGHT; OR (2) THE USE OF A DELIVERABLE IN COMBINATION WITH OTHER MATERIAL NOT PROVIDED BY PROFESSIONAL WHEN SUCH USE IN COMBINATION INFRINGES UPON AN EXISTING U.S. LETTER**

**PATENT OR COPYRIGHT; OR (3) THE USE OF A DELIVERABLE IN A MANNER MATERIALLY INCONSISTENT WITH THE SPECIFICATIONS PROVIDED BY PROFESSIONAL.**

## VI. INSURANCE

6.01 Professional shall procure and maintain for the duration of the Agreement, insurance coverages outlined in Exhibit "A," attached hereto and incorporated herein by this reference for all purposes. Professional shall comply with all provisions set forth in **Exhibit "A."**

## VII. NOTICES

7.01 Any and all notices, requests, demands and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or sent by facsimile with confirmation, and upon receipt via reputable overnight courier or U.S. Mail postage prepaid, with return receipt requested, as follows:

***If to PROFESSIONAL:***

Martinez Architects, LP
Attn: Justin Myers, Partner
1758 State Hwy 26, Ste. 200
Grapevine, Texas 76051
justinm@martinez-architects.com

***If to City:***

City of Rowlett
Attn: Kristoff Bauer, Interim City Manager
4000 Main St.
Rowlett, Texas 75030-0099
kbauer@rowlett.com

The parties may update or modify the addressees above by providing written notice of such as provided herein.

## VIII. RELATIONSHIP OF PARTIES

8.01 The parties agree that in satisfying the conditions of this Agreement, Professional is acting independently and that City assumes no responsibility or liabilities to any third party in connection with these actions. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. City shall not train Professional, require Professional to devote its full time services to City nor dictate Professional's sequence of work or location of work, except as expressly provided in this Agreement. Accordingly, the relationship between Professional and City is that of independent contractor and neither party shall have any authority to represent or bind the other and that neither party shall hold itself out or have any authority as an agent, joint venture, or any other type of relationship besides independent contractor between City and Professional.

8.02 Professional and City shall each remain solely responsible for the payment of all wages and benefits for each of their own respective employees, and neither party shall be responsible for the withholding or payment of any payroll deductions or taxes, or the provision of workers' compensation or unemployment insurance coverage, for or on behalf of employees of the party or for any payment or expense in respect of claims arising under the other party's employee benefit plans.

8.03 City acknowledges and agrees that it must provide reasonable cooperation, including access to facilities, in order for Professional to be able to perform the Services hereunder in a timely and Professional manner.

## IX. MISCELLANEOUS

9.01 **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and perform this Agreement in accordance with the terms hereof.

9.02 **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement. y the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or further waiver.

9.03 **Severability.** Each provision herein shall be separate and independent from any other, and a breach of any provision shall in no way or manner discharge or relieve the performance of any other provision, covenant or agreement.

9.04 **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

9.05 **Headings.** Caption and article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the extent of any provision hereof.

9.06 **Governing Law.** This Agreement shall be governed by the laws of the state of Texas and the parties agree that venue shall be proper in and, without waiving applicable immunities, otherwise agree to submit to the subject matter and personal jurisdiction of the state district courts of Dallas County, Texas. . Further, this Agreement shall not constitute a waiver of immunity except as is provided under the terms and conditions of Section 271.151 *et seq.* of the Texas Government Code.

9.07 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof. The Agreement may not be amended or supplemented except by a written document executed by the parties hereto.

9.08 **Availability of Funds.** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands with effect as of the date first above written.

| **CITY OF ROWLETT** | **MARTINEZ ARCHITECTS** |
|---|---|
| By: _____ | By: _____ |
| Kristoff Bauer<br>Interim City Manager | Justin Myers<br>Partner |
| Date: _____ | Date: 8-3-2026 |

**EXHIBIT "A"**
**INSURANCE REQUIREMENTS**

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

## 1.0 GENERAL PROVISIONS

1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.

1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.

1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

## 2.0 MINIMUM INSURANCE COVERAGE & LIMITS

2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

| Contracts between $0 and $1,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Commercial General (Public) Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $1,000,000 each occurrence<br>• $2,000,000 general aggregate<br>• $2,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $1,000,000 aggregate or;<br>• $1,000,000 combined single limits | City to be named as additional insured |
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

| Contracts between $1,000,000 and $8,000,000 | | |
|---|---|---|
| **Type of Insurance** | **Amount of Insurance** | **Provisions** |
| 1. Broad Form Commercial General Liability to include coverage for:<br><br>a) Premises/Operations<br>b) Products/Completed Operations<br>c) Independent Contractors<br>d) Personal Liability<br>e) Contractual Liability | • $2,000,000 each occurrence<br>• $4,000,000 general aggregate<br>• $4,000,000 Umbrella/ Excess Liability (follow-form) | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage<br><br>City to be provided a waiver of Subrogation |
| 2. Business Auto Liability | • $1,000,000 per occurrence<br>• $2,000,000 aggregate or;<br>• $2,000,000 combined single limits | City to be named as additional insured |

| | | |
|---|---|---|
| 3. Workers' Comp & Employers' Liability | • Statutory Limits<br>• $1,000,000 each accident | City to be provided a waiver of subrogation |
| 4. Builders Risk Policy | • 100% of construction total | If Applicable |
| 5. Other Coverages<br><br>a) Professional Liability<br>b) E & O coverage<br>c) Cyber Liability | • To be determined by the City's Risk Manager on a per project basis | If Applicable |

2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than $1,000,000 per occurrence on a special form basis.

2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).

2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.

2.4.4 Insurance specifications for Contracts in excess of $8,000,000 will be determined by the City's Risk Manager.

2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than $1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

## 3.0 EVIDENCE OF INSURANCE

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**

3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

**ATTACHMENT "A"**
**SCOPE OF SERVICES AND PROJECT SCHEDULE**

## Scope of Services:

### 1.01: Project Description

Project shall consist of the renovation of Rowlett Fire Station 3. Scope of renovation will depend on initial scope evaluation phase. During this initial phase, Martinez Architects (MA) shall work with the City's assigned staff to develop a scope of work that matches the project budget. Potential work may include (but is not limited to) a Comprehensive Structural System Evaluation and Architectural/Engineering Services associate with improvements to the following: Site Concrete, Paint, Attic Insulation, Roof, Fire Alarm Controls, Decon Shower, Bay Door Sensors, HVAC System, Kitchen Range, Generator, Sleep Rooms, Bunker Gear Room, Laundry Room Doors, Kitchen Cabinetry, SBCA System, Lighting, Ice Machine, Furnishings. Scope of Services shall include comprehensive Design, Permitting Bid-Phase Services, Construction Administration, and Project Close-out Services.

### 1.02: Project Budget

The budget for the project is $2,500,000.00, which includes all project costs, hard and soft. Budget increase due to market escalation shall not increase the fee for architectural/engineering design services. Any increase in design fees will be as a result of change in scope only. Refer to Exhibit C for proposed Design Fees.

### 1.04: Scope of Work:

This proposal is inclusive of full Architectural and Engineering Services necessary from preliminary design phase to construction administration services during construction. Within the scope of work, we will provide the following services:

- Coordination and Review of the following Owner-Provided Scope, if needed:
  - Asbestos Survey
  - Construction Materials Testing
  - Building Commissioning
    - Owner may desire independent commissioning of building systems beyond the contractual testing & balancing to be performed by the mechanical sub-contractor. If desired, architect will coordinate with the commissioning agent as needed as a Supplemental Service.
- Provide complete Architectural and Engineering Service documents and specifications required to permit, bid and construct the programmed facility through the following disciplines and deliverables:
  - Programming / Evaluation
    - Project Meetings

        - Owner/Architect to coordinate meeting(s) to confirm scope of work.
        - Provide Comprehensive Structural System Evaluation
- <u>Schematic Design & Design Development Phases</u>
    - Project Meetings
        - Owner/Architect to coordinate meetings for Design Review
        - Provide regular updates of progress
    - Sub-Consultant Coordination
        - MA to work with M/E/P and Civil Engineering sub-consultants to develop narratives and design concepts for each discipline during Schematic Design, and to develop initial drawings for Design Development.
    - Provide Opinion of Probable Construction Cost, based on Scope of Work identified at the conclusion of each Design Phase.
- <u>Construction Documents</u>
    - Building Structure
        - Design Team shall provide site plan, floor plan, elevations, building section, wall sections, interior elevations, schedules, and details.
        - <u>Potential Add Service</u>: Should any Structural Improvements be required (based on the Structural Evaluation performed), Structural Plans shall be provided by a licensed engineer and shall include (as appropriate to the identified scope) foundation plans and details, structural components to support all components of building including collateral and lateral loads, dead loads, etc. Prepare and issue final signed and sealed construction plans for permitting by Structural Engineer licensed by the State of Texas to Authorities having Jurisdiction.
    - Building Systems
        - Design of systems improvements within the facility, including Mechanical, Electrical, Plumbing, Security and Technology systems. Systems shall be coordinated and compatible with existing systems incorporated into city facilities.
        - Prepare and issue final signed and sealed construction plans for permitting by Engineer licensed by the State of Texas to Authorities having Jurisdiction, including Comcheck reports for energy-code compliance, if required.
    - Provide Opinion of Probable Construction Cost at 50% Construction Documents.
    - Permitting
        - Coordinate ADA/TAS review and inspection of the facility with the State of Texas.
        - Coordinate all permitting submission(s) as required with the Authority having Jurisdiction.
            - All Plan Review Fees, if required and not exceeding $5,000, <u>shall be reimbursed by the Owner</u>.

        - Coordination with the City's currently adopted version of Building Codes.
    - Bidding
        - Coordinate with City of Rowlett purchasing Department for publication and advertisement of Request for Proposal to General Contractors.
        - Competitive Sealed Proposal (CSP) construction contract via Design-Bid-Build delivery method.
        - Respond to questions issued by bidding contractors and issue Addenda as needed during bidding phase to clarify scope of construction documents.
    - Construction Administration
        - Architect participation in all OAC meetings
            - A/E staff in-person on-site every two weeks.
        - Site Observation visits and accompanying Field Reports (at each visit by each discipline listed), in addition to Punch List Inspections:
            - Architect: Every 2 weeks
            - Structural Engineer: As needed
            - M/E/P Engineer: (2) total
            - Security / Technology Consultant: (1) total
- Potential Supplemental Services
    - Building Commissioning of M/E/P Systems

## Anticipated Project Schedule:

- Programming / Evaluation
  - 2 Weeks

- Schematic Design
  - 100% Schematic Design – 3 Weeks
  - Owner Review and Cost Estimating – 2 Weeks (may overlap with next phase)

- Design Development
  - 100% Design Development – 4 Weeks
  - Owner Review and Cost Estimating – 2 Weeks (may overlap with next phase)

- Construction Documents
  - 50% Construction Documents – 4 Weeks
  - Owner Review and Cost Estimating – 2 Weeks (may overlap with next deliverable)
  - 100% Construction Documents – 4 Weeks
    - Issue for Permitting
  - Issue for Construction – 4 Weeks
    - Issue for Subcontractor Bidding

- Construction Commencement
  - Upon City's Contract approval of General Contractor

- Substantial Completion
  - T.B.D. once scope is defined

- Final Completion
  - 30 days after Substantial Completion

**ATTACHMENT "B"**
**FEE SCHEDULE**

## Compensation:

**Base Fee, including the following disciplines: $195,00.00**

- Architectural Services
- Structural Engineering for Evaluation of existing system only
- Mechanical/Electrical Engineering
- Low-Voltage Design
- Cost Estimating

**Additional Services Fees:**

1. **Structural Engineering** for Repair, Modification, or Expansion to Structure – if determined to be needed after initial evaluation and programming phases.
2. Other work outside the base scope of services.

- Fees for Additional Services per hourly rate as identified below, or as negotiated:
  - Such negotiations shall depend on scope of change, number of design disciplines affected by changes, and in which phase of project the change occurs.

**Hourly Rates:**

| | |
|---|---|
| Principal | $250/hr. |
| Project Manager | $200/hr. |
| Project Architect/Engineer | $175/hr. |
| Technical Personnel | $100/hr. |
| Clerical | $75/hr. |

**Invoicing:**

Our fee is to be paid in installments at various completed stages throughout the project as noted below:

| | |
|---|---|
| Programming | 05% |
| Schematic Design | 15% |
| Design Development | 15% |
| Construction Documents | 30% |
| Permitting / Bidding | 05% |
| Construction Administration | 30% |

**City of Rowlett**

**SOQ 2026-71-B Architectural and Engineering Design Services for Renovation and Modernization of Rowlett Fire Stations 1, 3, and 4**

**Combined Evaluation Matrix**

| Responding Firms | Ability to Meet the City's Objectives and Provide a High Level of Service (30%) | Professional Qualifications of Team Members (20%) | Project Management Approach and Timeline (25%) | Experience with Similar Municipal Projects (25%) | Total Score |
|---|---|---|---|---|---|
| Martinez Architects, LP | 29.44 | 19.54 | 23.75 | 23.75 | 96.49 |
| Brown Reynolds Watford Architects, Inc. | 28.50 | 19.57 | 20.89 | 22.14 | 91.11 |
| Williams Tharp Architects PLLC | 28.50 | 19.14 | 20.04 | 21.79 | 89.46 |
| Parkhill | 27.00 | 18.09 | 20.82 | 20.46 | 86.37 |
| BVG4 Architecture, LLC | 24.43 | 19.14 | 20.89 | 19.82 | 84.29 |
| Level 5 Operating, LLC dba Level 5 Architecture | 22.07 | 16.43 | 22.93 | 18.93 | 80.36 |
| DSGN Associates, Inc. | 25.07 | 16.57 | 17.50 | 20.18 | 79.32 |

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 5.B.

**Title**

Consider action to adopt a resolution authorizing Amendment No. 3 to the Professional Services Agreement with Hoefer Welker, LLC, for design services for a Herfurth Park Master Plan, in an amount not to exceed $393,000 (Design and Documentation fee of $290,000, a Re-imaging Session not to exceed $30,000, a Construction Administration fee of $70,000, and Reimbursable Expenses limited to $3,000); authorizing the Interim City Manager or his designee to execute the Amendment and all necessary and related documents to effectuate said purchase; and providing an effective date.

**Staff Representative**

Lynnette Lawyer, Sr. CIP Manager
Deepa Modi, Senior CIP Manager

**Executive Summary**

At their March 16, 2026, meeting, City Council directed staff to evaluate alternative locations for city facilities, which included the City Hall, Public Safety Administration, and Animal Services (previously referred to as the Municipal Complex). Rather than developing the Municipal Complex in conjunction with Herfurth Park, there was City Council consensus to proceed with the Master Plan for Herfurth Park at the July 9, 2026, meeting. The purpose of this agenda item is to amend the existing contract with Hoefer Welker, LLC to realize the direction provided by the City Council. Hoefer Welker's previous involvement with the project will help advance this work efficiently without losing time in realizing critical milestones.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **ENHANCE QUALITY OF LIFE** | 4.2 Create a destination-centered parks system.<br>4.3 Provide multi-modal mobility options connecting recreation and leisure nodes.<br>4.4 Create spaces, activities, and events for the arts, cultural enrichment, and community celebrations. |

**Background Information**

On May 5, 2018, voters approved $1.8 million through the Community Investment Bond Program for the Herfurth Park Master Plan and Phase 1 which were related to baseball field decommissioning and sidewalk connectivity. This master plan included a great lawn, dog park, adventure playground, six pickleball courts, two tennis courts, a splash

pad, basketball court, open lawn, picnic nodes, restroom facilities, bandstand, food truck area, game lawn, agility course, art park, main plaza, and an office with restrooms.

On May 6, 2023, Rowlett voters authorized $76.3 million in GO Bonds for three facility propositions:

- Proposition A for a Public Safety facility ($63.9 million)
- Proposition B for an Animal Shelter building ($8.4 million)
- Proposition C for Herfurth Park improvements ($4 million)

On November 27, 2023, the City Council considered site assessment scenarios prepared by staff. Council consensus supported co-locating these investments at Herfurth Park. The Public Safety facility, Animal Shelter, and a City Hall were subsequently referred to as the Municipal Complex, with that Municipal Complex to be located at Herfurth Park, which was to be significantly amenitized. However, on March 16, 2026, the Council directed staff to evaluate alternative locations for the Municipal Complex buildings rather than continuing at Herfurth Park.

**Discussion**

On July 9, 2026, the City Council reached consensus to proceed with a new, phased Master Plan for Herfurth Park. In alignment with this direction, staff has proposed an amendment to the existing Professional Services Agreement with Hoefer Welker, which is reflected in Attachment 1. The proposed scope of work includes preparing a master plan. This Plan would include passive and active amenities.

If this item is approved, a Notice to Proceed (NTP) will be issued on August 19, 2026, after which the tentative schedule to complete the project is approximately 15 months. This work is organized into three primary phases:

1. Reimaging and graphic site plan of Herfurth Park – Approximately 5 weeks
2. Design and documentation – Approximately 13 weeks
3. Bid solicitation – Approximately 2 months
4. Construction Administration – Approximately 8 months

Hoefer Welker and its subconsultants have already completed substantial site exploration and design development at Herfurth Park through earlier Municipal Complex planning efforts. Amending the current agreement will result in significant cost savings, maintain project continuity, and shorten the overall timeline by allowing the City to build upon existing design work rather than initiate the process with a new design firm.

**Financial/Budget Implications**

| Project Code or Budget Account Number | Account or Project Title | Available Budget | Proposed Amount | Remaining Balance |
|---|---|---|---|---|
| PK2116 | Herfurth Park Project | $5,128,673 | $393,000 | $4,735,673 |

**Recommended Action**

Move to adopt a resolution authorizing Amendment No. 3 to the Professional Services Agreement with Hoefer Welker, LLC, for design services for a Herfurth Park Master Plan, in an amount not to exceed $393,000.00; authorize the Interim City Manager or his designee to execute the Amendment and all necessary and related documents to effectuate said purchase; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AND AUTHORIZING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HOEFER WELKER, LLC FOR DESIGN SERVICES FOR A HERFURTH PARK MASTER PLAN IN AN AMOUNT NOT TO EXCEED $393,000.00; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 3 AND ALL NECESSARY AND RELATED DOCUMENTS THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved a Professional Services Agreement with Hoefer Welker, LLC, for architectural design services for the new Municipal Complex on or about July 17, 2024 (the "Agreement"); and

**WHEREAS**, the City and Hoefer Welker, LLC have since entered into Amendment No. 1 for $250,000.00 (increase in construction budget) and Amendment No. 2 for $187,000.00 (adding site selection) to the Agreement and now desire to enter into Amendment No. 3 for design services for a Herfurth Park Master Plan, said amendment to be in the amount of $393,000.00; and

**WHEREAS,** the City Council finds that it serves the public health, safety, and general welfare to approve Amendment No. 3 to the Professional Services Agreement with Hoefer Welker, LLC;

**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. 3 in substantially the form attached hereto and incorporated herein by

this reference as **Exhibit "A"** and all other necessary and related documents.

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

**Attachments**

1. Exhibit A - Amendment No. 3 to PSA

**Third Amendment**
**Professional Services Agreement**
**Between**
**Hoefer Welker, LLC and City of Rowlett**

The Parties hereby agree to this Third Amendment to the Agreement entered into on July 17, 2024.

**Project:** Herfurth Park, Rowlett Texas

**The Parties, Owner and Architect amend the Agreement as follows:**

The first page of Exhibit A to the Agreement is revised to the extent that Exhibit A to this Third Amendment to the Professional Services Agreement is inconsistent therewith. The remaining portions of Exhibit A to the Agreement remain unchanged to the extent that they do not conflict with Attachment A to this Third Amendment. The Parties agree that the scope of design and associated fees shall adjust for the remainder of the project as may be mutually agreed by the parties and memorialized in future amendments to the PSA. The Parties agree that $5,000,000.00 shall be the construction budget for the Herfurth Park component of the Municipal Complex Project and that this budgeted amount shall be inclusive of appropriate amenities for the city park as well as the Professional compensation set forth herein below.

This scope includes a reimagining session with Architect, Civil Engineer, and Landscape Architect. As set forth in Exhibit A, Herfurth Park shall no longer be the location for any other component of the Municipal Complex Project. Roadways through the park shall only be the main connections remaining (Centennial Drive to Llano Street and the private drive to the east through the adjacent apartment complex).

The provisions of the Agreement apply to the Herfurth Park component of the Municipal Complex project, including but not limited to sections 5.3. Specifically, and for the avoidance of doubt, if the Construction Manager's estimate of Construction Costs for the Herfurth Park component of the Municipal Complex Project at any phase exceeds the City's budget, Professional shall, at no additional cost to the City, perform services necessary to bring the Herfurth Park component back within budget. Design for the Public Safety, City Hall and Animal Shelter components of the Municipal Complex Project, on other sites, will be addressed, as may be agreed upon by the Parties, under separate and subsequent amendments to this Agreement.

**The Architect's compensation and schedule shall be adjusted as follows:**

<u>Compensation Adjustment:</u>
Outstanding balance of gross base project fees shall be reduced down to the following:

Reimagining Session - $30,000 hourly excluding expenses, not to exceed Design and Documentation - $290,000
Construction Administration - $70,000 Reimbursable Expenses limited to $3,000

Schedule Adjustment:
Reimagining Session may be scheduled within three weeks of this agreement execution and follow up may take up to two weeks to deliver graphical site plan of park. Design and Documentation is expected to last 13 weeks to submit for permit. Construction Administration is expected at eight months. Entitlements are not included in schedule or scope. Rounds of permit comments are not included beyond two. Bidding assistance is not included but can be added later under a separate additional service if desired by City of Rowlett. Procurement is not included.

| | |
|---|---|
| Architect (Signature) | Owner (Signature) |
| James Beers, AIA - Principal and Shareholder | |
| (Printed name and title) | (Printed name and title) |
| 08.12.2026 | |
| Date | Date |

## EXHIBIT A: SCOPE OF SERVICES

Rowlett Municipal Complex – Four Components

OVERVIEW
The project was originally envisioned as a Municipal Complex composed of City Hall, Public Safety Building, and Animal Shelter located within a proposed 24-acre site in the existing Herfurth Park, located on Main Street and Centennial Drive, Rowlett, Texas, with Herfurth Park to be reconfigured and receive park upgrades and amenities. The Parties understand that the project will now be comprised of four distinct elements – Herfurth Park, Animal Shelter, Public Safety Building, and City Hall – with each element potentially being located on a separately identified parcel of real property within the City of Rowlett.

The City has provided Hoefer Welker with a construction budget of $5,000,000.00 for the Herfurth Park Component of the Municipal Complex Project, which includes Hoefer Welker's fees.

The revised scope of work for this project consists of the design of four components of a Municipal Complex that will be comprised of the following building typologies (noting that the building areas will be adjusted to meet the budget for the project as indicated above):

A. Herfurth Park – reconfigure, amenitize, upgrade
B. Animal Shelter
C. Public Safety Building
    1. Lobby and Common elements.
    2. Police Station
        - Community/Training Rooms (Police and Fire)
        - Administration/Offices
        - Dispatch
        - Patrol
        - Crime Lab and Investigations
        - Property Evidence Management
        - Holding Cells, Public Space separate from Detainees.
        - Victim's Relief and Chaplain Offices and Crime Prevention and Community Action
    3. Fire Administration
    4. Municipal Court and Court Administration.
D. City Hall

Items NOT included in the Municipal Complex Project:
- Emergency Operating Center "EOC".
- Library

The construction delivery method for the Municipal Complex will be Construction Manager at Risk (herein with referred to as CMAR). The CMAR, to be determined, shall provide estimating services and constructability reviews and a Guaranteed Maximum Price (GMP) for the project

working with the Hoefer Welker design team and the City of Rowlett. The project will be designed utilizing high performance building design and sustainable principles but not expected to require third party certification.

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 5.C.

**Title**
Consider action to adopt a resolution rejecting the bids received in response to the City's Request for Bids No. 2026-74-B, Lake Bend Estates Screening Wall Project; and providing an effective date.

**Staff Representative**
Bryan Manderscheid, Civil Engineer
Deepa Modi, Senior CIP Manager

**Executive Summary**
The purpose of this item is to approve the rejection to re-bid the project with corrected specifications and construction documents.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **STRENGTHEN NEIGHBORHOOD LIVABILITY** | 3.1 Value existing neighborhoods.<br>3.2 Sustain a community that is appealing to people at all stages of life. |

**Background Information**
The request for bids was published on BidNet, the City's eProcurement system, and a Notice to Bidders was published in the Dallas Morning News on July 10, 2026, and July 17, 2026. A non-mandatory pre-bid meeting was held virtually via MS Teams on July 21, 2026, at 10:00am. Three (3) responses were received in the purchasing office by the deadline of 2:00pm on July 29, 2026, and were publicly opened and read aloud online, in accordance with the Texas Local Government Code.

**Discussion**
On February 17, 2026, the City Council approved a Professional Services Agreement with DCCM Infrastructure, Inc. to provide design and engineering services for the Lake Bend Estates Screening Wall Replacement Project (RES-26-02-08R). The scope of work included design and bid document preparation for the project.

After the bids were publicly opened and in the process of being evaluated, DCCM re-reviewed their design files in detail and discovered a grade issue. When creating the ground surface in AutoCAD, there were data points for the top of columns frozen,

meaning invisible but present, that were inadvertently included. This led to the surface creating a profile line, along the proposed alignment of the wall, that was higher than the actual ground surface elevations. This affects all the proposed plan and profile sheets and requires rebuilding the surface, verifying the elevations, and rebuilding the wall. DCCM is making the necessary adjustments and updating the specifications and construction plans accordingly.

Due to the error in the specifications and construction documents by DCCM, staff recommends rejecting all bids received and re-bidding the project with the corrected bid specifications and construction documents. The timeline for re-bidding this project is as follows:

Legal Notice: 8/19/2026 and 8/26/2026
Questions Deadline: 8/27/2026 at 12:00pm
Bids Due: 9/3/2026 at 2:00pm
Public Bid Opening: 9/3/2026 at 2:30pm

**Financial/Budget Implications**
N/A

**Recommended Action**
Move to adopt a resolution rejecting the bids received in response to the City's Request for Bids No. 2026-74-B, Lake Bend Estates Screening Wall Project; and provide an effective date.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS REJECTING ALL BIDS FOR REQUEST FOR BIDS NO. 2026-74-B, LAKE BEND ESTATES SCREENING WALL PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City staff solicited bids from contractors for Request for Bids No. 2026-74-B, Lake Bend Estates Screening Wall Project; and

**WHEREAS,** after the bids were publicly opened, an error in the specifications and construction documents prepared by the City's professional, DCCM Infrastructure, Inc., was discovered that would materially impact the project work; and

**WHEREAS,** DCCM is in the process of making the necessary adjustments and updating the specifications and construction plans to allow rebidding of the project; and

**WHEREAS,** in the interim, as authorized by state law, City staff recommends that the City Council reject any and all bids; and

**WHEREAS,** the City Council of the City of Rowlett, Texas finds it to be in the public interest to reject all bids.

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

**ROWLETT, TEXAS THAT:**

**SECTION 1.** The City Council of the City of Rowlett, Texas hereby rejects all bids received in response to Request of Bids No. 2026-74-B, Lake Bend Estates Screening Wall Project.

**SECTION 2.** This resolution shall become effective immediately from and after its passage.

## Attachments

None

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 5.D.

**Title**
Conduct a public hearing and consider action to adopt an ordinance granting a change in zoning for a property located at 5321 Lakeview Parkway, Suite 104, and being more particularly described as being out of the Thomas Lumley Survey Abstract No. 789, Rowlett, Dallas County Texas, from General Commercial/Retail (C-2) to General Commercial/Retail with a special use permit to allow tattoo parlor use (C-2-SUP).

**Staff Representative**
Lilyana Morejon, Planner II

**Executive Summary**
The applicant requests approval of a Special Use Permit (SUP) to allow a Tattoo Parlor use within an existing 1,200-square-foot tenant space in a multi-tenant retail building. Section 77-301.E of the Rowlett Development Code (RDC) requires a SUP for this use.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Strengthen Neighborhood Livability** | 3.1 Value existing neighborhoods.<br>3.4 Support efficient development patterns and communicate clear policy guidance.<br>3.5 Ensure that the Comprehensive Plan is observed and followed. |

**Background Information**
The subject property is zoned Planned Development (PD) District for General Commercial/Retail (C-2) Uses. the Table of Allowed Uses designated in Section 77-301 of the RDC governs the uses on the site. Per Section 77-301 of the RDC, a Tattoo Parlor requires approval of a SUP.

The SUP request would also allow additional public review of site development features and ensure that proposed uses do not have a significant adverse impact on surrounding uses, infrastructure, transportation corridors, or on the community at-large. Moreover, the neighborhood protection standards established in Section 77-509 of the RDC were reviewed as part of this evaluation because the proposed development is in proximity to a multifamily residential development.

**Discussion**

The proposed Special Use Permit (SUP) has been requested to allow a tattoo parlor within a portion o an existing retail building. The SUP will only apply to Suite 104, which contains 1,200 square feet.

A. Site Data

The subject property is an approximately 0.70-acre site and is developed with a 6,600-square-foot retail building and 34 parking spaces. The retail center has two points of ingress and egress from Lakeview Parkway.

Based on information provided by the applicant, the subject site contains five (5) tenant spaces with the following uses and corresponding suite square footages, referenced in Table 1 below:

**TABLE 1**

| SUITE # | USE | SQUARE FOOTAGE |
|---|---|---|
| **101** | 3D Smoke Shop | 2,400 |
| **102** | Rowlett CBD | 1,340 |
| **103A** | Insurance Agency | 900 |
| **103 B** | Barber Shop | 760 |
| **104** | Proposed Tattoo Parlor | 1,200 |

The site contains a total of 34 existing parking spaces. Table 2 below summarizes the parking allocation by use.

**TABLE 2**

| SUIT E # | USE | SQUARE FOOTAGE | PARKING ALLOCATION | REQUIRED PARKING |
|---|---|---|---|---|
| **101** | 3D Smoke | 2,400 | 1 space/300 square | 8 |

| | | | | |
|---|---|---|---|---|
| | Shop | | feet | |
| **102** | Rowlett CBD | 1,340 | 1 space/300 square feet | 5 |
| **103A** | Insurance Agency | 900 | 1 space/300 square feet | 3 |
| **103B** | Barber Shop | 760 | 1 space/300 square feet | 3 |
| **104** | Proposed Tattoo Parlor | 1,200 | 1 space/300 square feet | 4 |

The proposed Tattoo Parlor requires four (4) parking spaces based on the suite's square footage. Including the proposed use, the site requires a total of 23 parking spaces. The site contains 34 existing parking spaces, exceeding the minimum parking requirement by 11 spaces.

B. Use Specific Details

The proposed Tattoo Parlor will operate Monday through Sunday from 11:00 am to 8:00 pm. Approximately 100 square feet of the suite will be dedicated to the retail sale of body jewelry and related merchandise. The remainder of the space will be used for tattoo and body piercing services, including four tattoo artist workstations and one body piercing station. The proposed interior layout is reflected in Exhibit D.

The applicant also proposes to install one illuminated storefront sign. A sign permit is required prior to installation, and the sign must comply with the standards of Section 77-512 of the RDC.

Deliveries, according to the applicant, are expected to occur only during their prescribed business hours.

C. Special Use Permit Approval Criteria

The approval criteria for Special Use Permits are outlined in Section 77-206 of the RDC, and are listed below:

1. The proposed SUP is consistent with the Comprehensive Plan and other infrastructure

related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The Comprehensive Plan designates the site for Retail/Commercial/Office uses, intended to provide goods and services to the public. These uses are typically located along major thoroughfares and are intended to serve nearby residential areas. The proposed SUP is consistent with this designation, as it would allow a personal service use (tattoo parlor) within an existing building that contains similar personal service establishments, along a heavily traveled corridor.

2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

Based on the PD, the subject property is designated for General Commercial/Retail (C-2) uses. Section 77-203.B.5 of the RDC defines the C-2 district as intended for retail sales type uses, with traffic primarily consisting of passenger vehicles and limited truck traffic associated with deliveries and stocking. The district is intended for locations along high-volume roadways.

The Special Use Permit (SUP) process provides additional review to evaluate site development characteristics, ensure compatibility with surrounding uses and infrastructure, and minimize potential adverse impacts. The proposed use will operate within an existing developed site with adequate infrastructure and parking.

3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

Approximately three other tattoo shops operate within a one-mile radius of the proposed site, referenced on the map below, none located along Lakeview Parkway. Staff did not identify a specific changing condition, demographic trend, or market shift necessitating the proposed use. However, the proposed tattoo parlor is consistent with the Comprehensive Plan, is compatible with surrounding commercial development, and meets the remaining Special Use Permit approval criteria.

4. Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;

Requiring a SUP, along with mandatory compliance with all applicable state licensing and regulatory requirements, provides reasonable safeguards to protect public health, safety, morals, and general welfare.

5. Whether the municipality and other service providers will be able to provide sufficient

transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The site is already served by existing public streets, water, sewer, and other utilities. The proposed use will generate minimal additional demand on public infrastructure.

6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The proposed Tattoo Parlor will occupy an existing tenant suite with no exterior building modifications, site improvements, or increase in impervious coverage. Traffic generation and operational intensity are expected to be comparable to other existing personal service and retail uses within the shopping center, including a smoke shop, CBD store, barber shop, and insurance office.

The surrounding area along Lakeview Parkway is predominantly zoned and developed for commercial uses. Nearby development includes a Sonic drive-through restaurant, Take 5 Oil Change, American National Bank, and Bahama Buck's.

Two existing multifamily residential developments are located approximately 200 feet west and northwest of the subject property. Because residential uses are within 300 feet of the site, as identified in Section 77-509 of the Rowlett Development Code (RDC), staff evaluated the applicable neighborhood protection standards to minimize potential impacts.

The following standards were reviewed:

- **Signage:** The applicant proposes one illuminated storefront sign mounted to the existing awning. The sign will require a separate sign permit and must comply with Section 77-512 of the RDC.
- **Hours of Operation and Deliveries:** The business is proposed to operate Monday through Sunday from 11:00 a.m. to 8:00 p.m., which is consistent with similar personal service uses. Deliveries are expected to occur during normal business hours using standard box trucks.

As a result, staff does not anticipate significant adverse impacts on surrounding properties.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP;

The proposed use is suitable for the subject property and aligns with the Comprehensive Plan designation of Retail/Commercial/Office and C-2 base zoning. The C-2 district emphasizes that the dominant use of land should be retail sales or similar activities oriented toward the public. The

proposed tattoo parlor will serve as a personal service retail establishment within an existing retail-oriented tenant mix. Therefore, the proposed use is compatible with the intent of the zoning district and appropriate for the site.

PUBLIC HEARING NOTICES

Notice of public hearing was mailed, posted, and published in accordance with the Texas Local Government Code and the Rowlett Development Code. Six (6) 200-foot notices and Twenty - One (21) courtesy 500-foot notices were mailed on June 24, 2026. As of August 11, 2026, staff has received the following:

- Zero (0) responses in favor and zero (0) in opposition within 200 feet.
- Zero (0) response in favor and zero (0) in opposition within 500 feet.

**Financial/Budget Implications**
NA

**Recommended Action**
The proposed SUP is consistent with the Comprehensive Plan and is compatible with the surrounding commercial development. The proposed use can be accommodated within the existing tenant space, and the site provides adequate parking, access, and infrastructure to support the business.

**PLANNING & ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission considered this item on July 14, 2026, and voted (5–2) to recommend approval.

The Planning and Zoning Commission meeting may be viewed at the following link: Jul 14, 2026 Planning and Zoning Commission - Rowlett, TX. This request was considered as Item 4A.

The City Council may take the following action:

- Approve
- Approve with conditions
- Deny

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE ZONING CLASSIFICATION FOR AN PROPERTY LOCATED AT 5321 LAKEVIEW PARKWAY, SUITE 104 AND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF THE THOMAS LUMLEY SURVEY, ABSTRACT NO. 789, IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS FROM**

**GENERAL COMMERCIAL/RETAIL (C-2) TO GENERAL COMMERCIAL/RETAIL WITH A SPECIAL USE PERMIT TO ALLOW TATTOO PARLOR USE (C-2 – SUP); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Planning and Zoning Commission of the City of Rowlett and the City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1:** The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from General Commercial/Retail (C-2) to General Commercial/Retail with a Special Use Permit to allow tattoo parlor use (C-2 - SUP) for a property located at 5321 Lakeview Parkway, Suite 104 and being more particularly described as being out of the Thomas Lumley Survey, Abstract No. 789, in the City of Rowlett, Dallas County Texas(the “Property”).

**SECTION 2:** All development and use of the Property shall be in accordance with the development standards of the City of Rowlett and all applicable ordinances and other local, state and federal laws.

**SECTION 3:** The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore and herein amended.

**SECTION 4**: All provisions of the Ordinances of the City of Rowlett, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5:** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 6.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense.

Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 7.** This ordinance shall be effective from and after its passage and publication as may be required.

**Attachments**

1. Attachment 1 - Exhibits
2. Attachments 2

**EXHIBIT A**

# Crown & Curio – SUP Response Information

**Project:** Crown & Curio
**Address:** 5321 Lakeview Parkway, Suite 104, Rowlett, TX 75088

## Retail Component

Approximately 100 square feet of the suite will be dedicated to retail sales of body jewelry and related merchandise. The remaining space will be used for professional tattoo and body piercing services, including workstations for four tattoo artists and one professional piercer.

## Proposed Hours of Operation

Business hours will be Monday through Sunday from 11:00 AM to 8:00 PM. No delivery operations are anticipated outside normal business hours.

## Floor Plan / Suite Confirmation

The proposed business will occupy Suite 104 at 5321 Lakeview Parkway, Rowlett, TX 75088. A floor plan showing the layout of tattoo stations, piercing room, retail area, and support spaces will be provided.

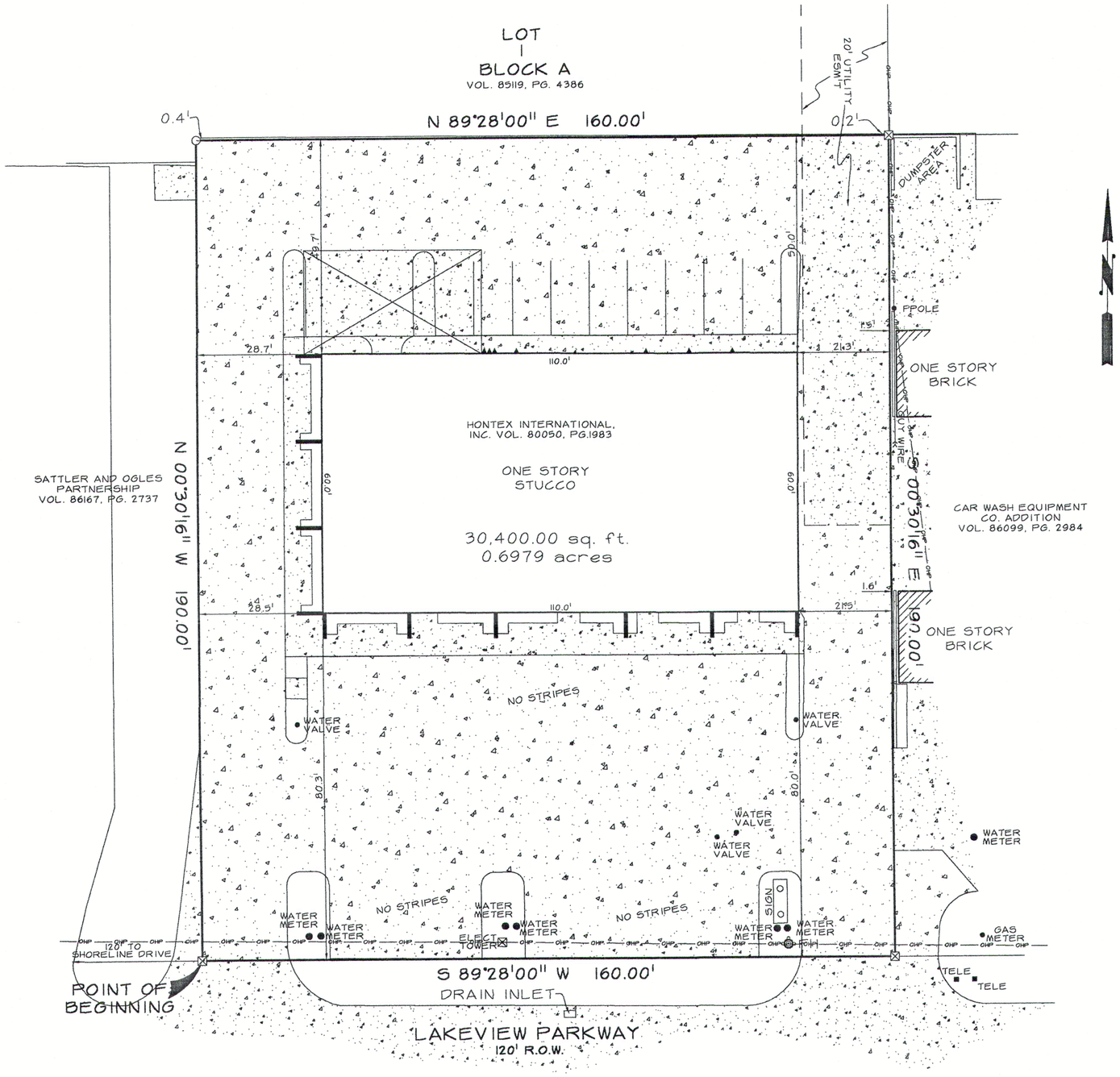
## Site Plan / Area Exhibit

An area exhibit identifying the location of Suite 104 within the existing retail center will be provided.

## Signage and Exterior Lighting

The business plans to install one illuminated storefront sign mounted on the existing awning/façade area. Existing exterior lighting on the premises will be utilized, and no additional standalone exterior lighting is currently proposed.

# EXHIBIT B




## SURVEYOR'S CERTIFICATE

BEING ALL OF THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE THOMAS LUMLEY SURVEY, ABSTRACT NO. 789, DALLAS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CONVEYED TO HONTEX INTERNATIONAL, INCORPORATED, RECORDED IN VOLUME 80050, PAGE 1903 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "X" SET IN CONCRETE AT THE SOUTHWEST CORNER OF SAID HONTEX INTERNATIONAL, INC. TRACT, AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SATTLER AND OGLES PARTNERSHIP, RECORDED IN VOLUME 86167, PAGE 2737 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID CORNER ALSO LYING IN THE NORTH LINE OF LAKEVIEW PARKWAY (120 FOOT RIGHT-OF-WAY);

THENCE NORTH 00 DEGREES 30 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID SATTLER AND OGLES PARTNERSHIP TRACT, A DISTANCE OF 190.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID CORNER LYING IN THE SOUTH LINE OF LOT 1, BLOCK A OF HIGHWAY 66 ADDITION, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 85119, PAGE 4386 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 160.00 FEET TO A "X" FOUND IN CONCRETE FOR CORNER, SAID CORNER BEING AT THE SOUTHEAST CORNER OF SAID LOT 1, AND THE NORTHWEST CORNER OF CAR WASH EQUIPMENT COMPANY ADDITION, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 86099, PAGE 2984 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 30 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID CAR WASH EQUIPMENT ADDITION, A DISTANCE OF 190.00 FEET TO A "X" SET IN CONCRETE AT THE SOUTHWEST CORNER OF SAID CAR WASH EQUIPMENT ADDITION, SAID CORNER ALSO LYING IN THE NORTH LINE OF SAID LAKEVIEW PARKWAY;

THENCE SOUTH 89 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LAKEVIEW PARKWAY, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 30,400.00 SQUARE FEET OR 0.6979 ACRES OF LAND.

## SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (Doug Connally) hereby certifies to CHICAGO TITLE INSURANCE COMPANY that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property 5321 LAKEVIEW PARKWAY described in, and shown hereon: (b) such survey was conducted by the Surveyor, or under his direction: (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown: (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable improvements on the Property, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts: (e) the size, location and type of improvements, if any, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated: (f) the distance from the nearest intersection street or road is as shown: (g) the Property has apparent access to and from a public roadway: (h) recorded easements listed hereon have been labeled and platted hereon: (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas: (j) the Property is not located in a 100 Year Flood Plain or in an identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Federal Emergency Rate Map Community Panel No. 48113C0245 J) pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that CHICAGO TITLE INSURANCE COMPANY are entitled to rely on this survey as having been performed to the appropriate standards of the current (1999 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

EXECUTED this 11TH day of OCTOBER, 2001.

Doug Connally

Doug Connally
Registered Professional Land Surveyor No. 3935

STATE OF TEXAS REGISTERED DOUG CONNALLY 3935 PROFESSIONAL LAND SURVEYOR

ACCEPTED BY: Claudia Ruiz 11-5-01
SIGNATURE DATE SIGNATURE DATE

NOTE: According to the F.I.R.M. in Map No. 48113C0245 J, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

TEXAS LAND TITLE SURVEY

| REVISIONS | |
|---|---|
| DATE | BY |
| | |

**LEGEND**

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD SET
- 1" IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND IN CONCRETE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- POWER POLE
- BRICK COLUMN
- A/C - AIR CONDITIONING
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE
- IRON FENCE
- PIPE FENCE
- COVERED PORCH,DECK OR CARPORT
- OES — OES — OVERHEAD ELECTRIC SERVICE
- OHP — OHP — OVERHEAD POWER LINE
- ASPHALT PAVING
- CONCRETE PAVING
- GRAVEL/ROCK ROAD OR DRIVE


DOUG CONNALLY & ASSOC., INC.
9754 SKILLMAN STREET
DALLAS, TEXAS 75243
PHONE:(214) 349-9485
FAX:(214) 349-2216
www.dcasurveying.com


| SCALE | DATE | JOB NO. | G.F. NO. | DRAWN |
|---|---|---|---|---|
| 1"= 20' | 10-11-01 | 0110070-1 | 44-903-80-554227 | JUSTIN |

# 0.6979 ACRES

THOMAS LUMLEY SURVEY, ABSTRACT NO. 789

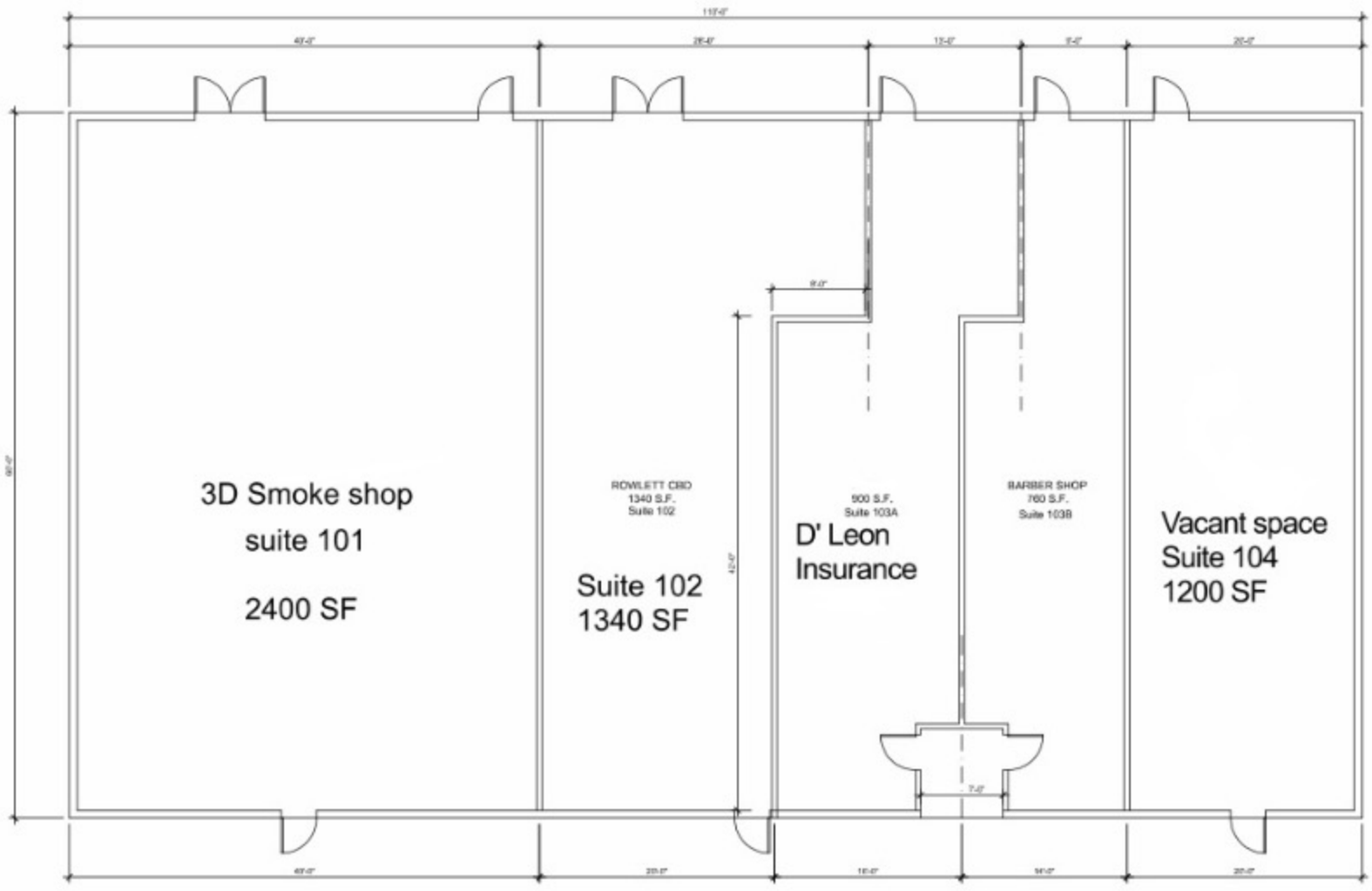
DALLAS COUNTY, TEXAS

5321 LAKEVIEW PARKWAY

NOTE: BEARINGS ARE BASED ON RECORDED PLAT AND ALL EASEMENTS ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

# EXHIBIT C

TOTAL NUMER OF PARKING SPACES 34




TOTAL NUMBER OF PARKING SPACES 34

**Proposed Floor Plan**

*SCALE: 3/16"=1'-0"*

Shell Building

5321 Lakeview Parkway, Dallas County, TX

Drawing Title

**Floor Plan**

Drawn | Checked

Project No. A2022011

Date 2025.7.09

Drawing No.

**A-1.1**

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# EXHIBIT E

## Tattoo Parlors

One-Mile Radius from 5321 Lakeview Parkway

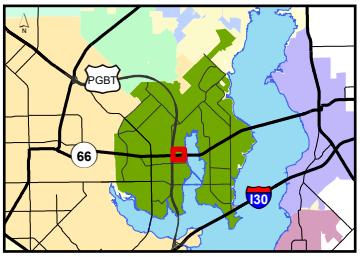
Site

City Limits

Parcels

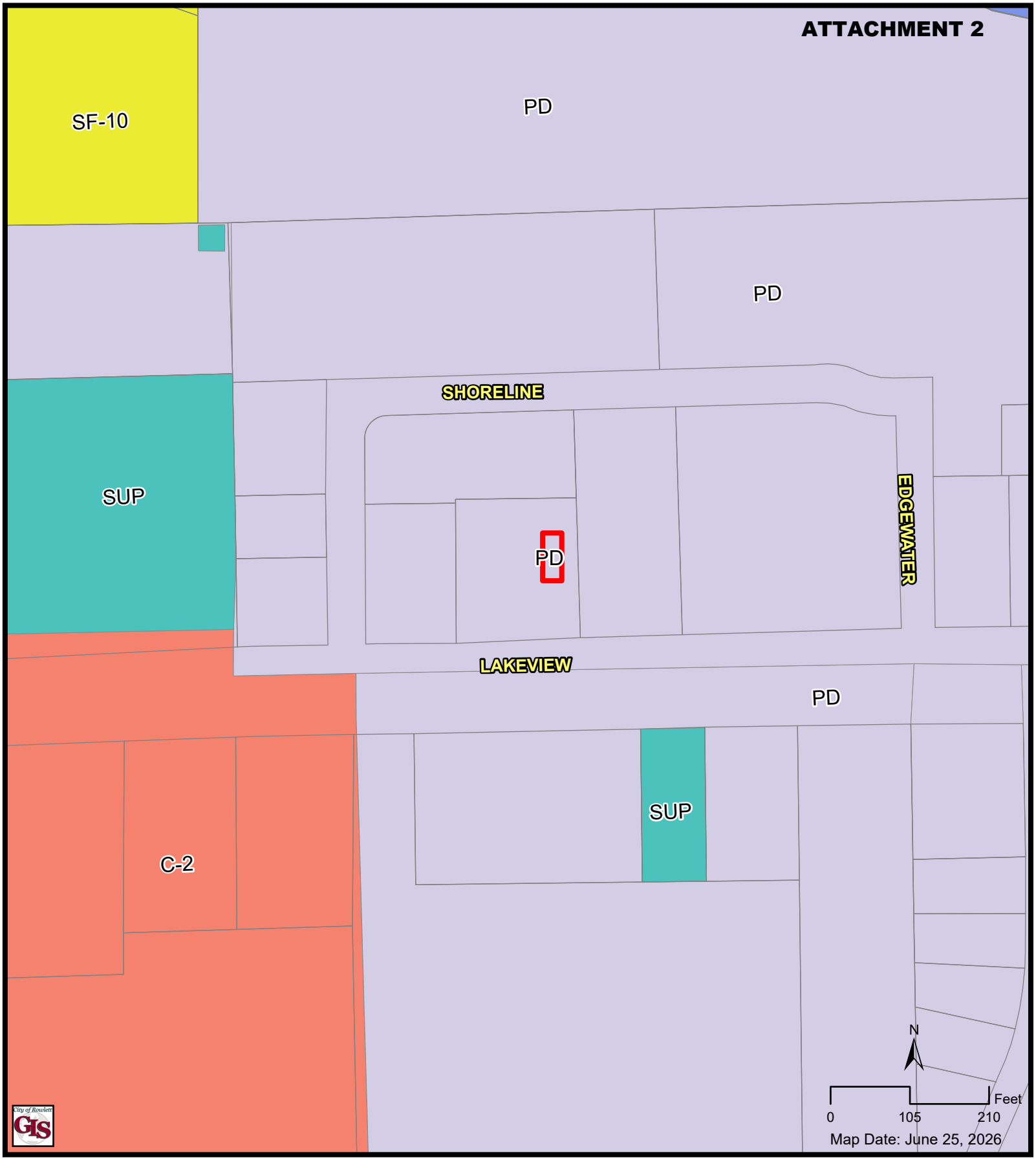
Streets

**Site Location Map**



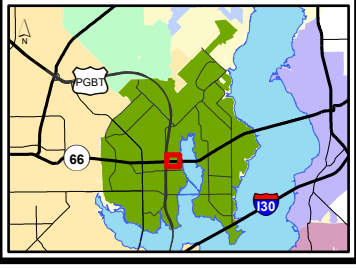

Rowlett
TEXAS

**ATTACHMENT 2**



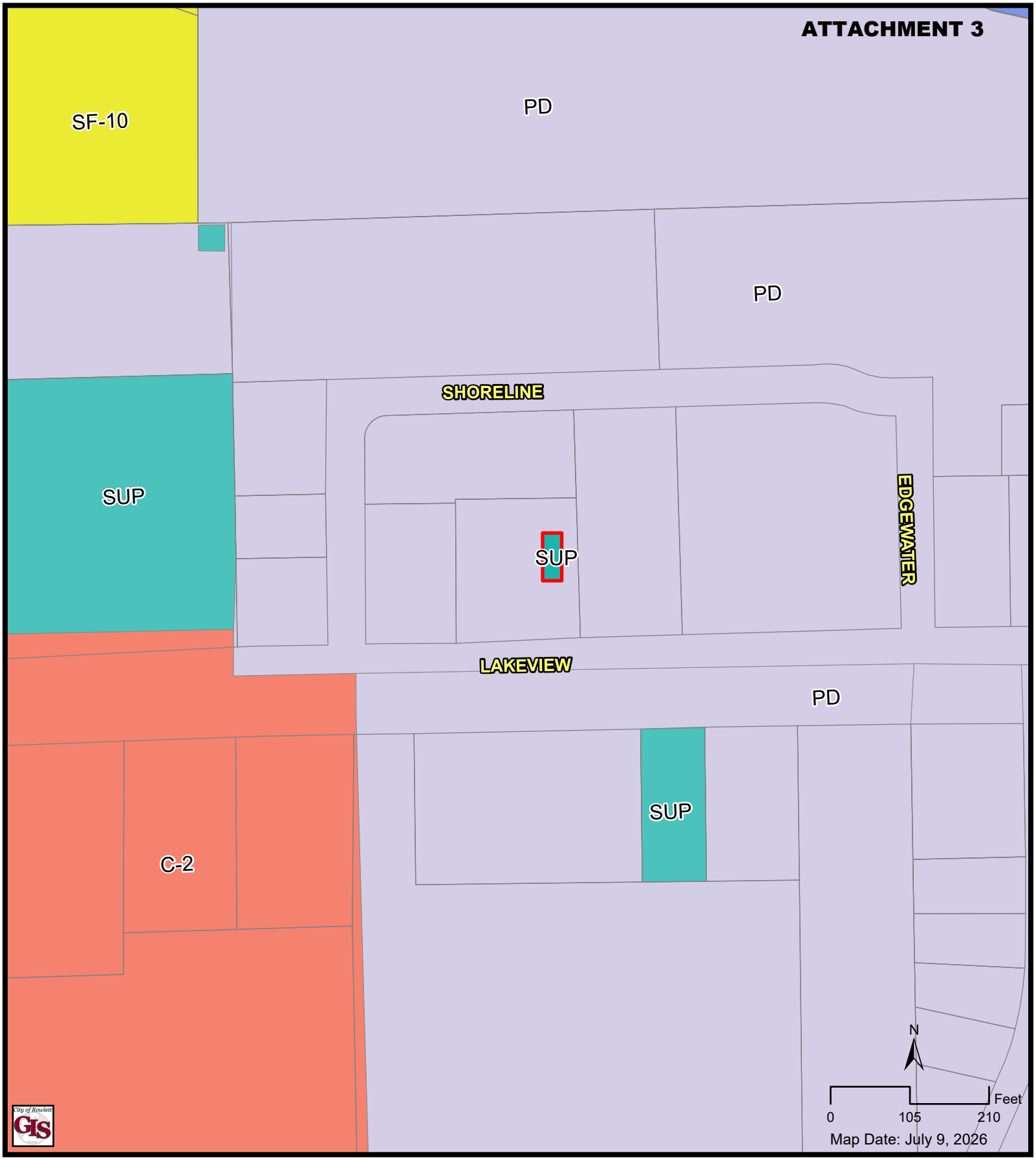

City Limits
Site
Parcels
SF-10
C-2
PD
SUP

**Existing Zoning Map**



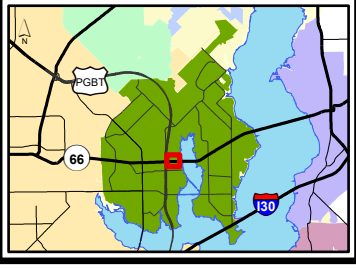

Rowlett TEXAS

**ATTACHMENT 3**



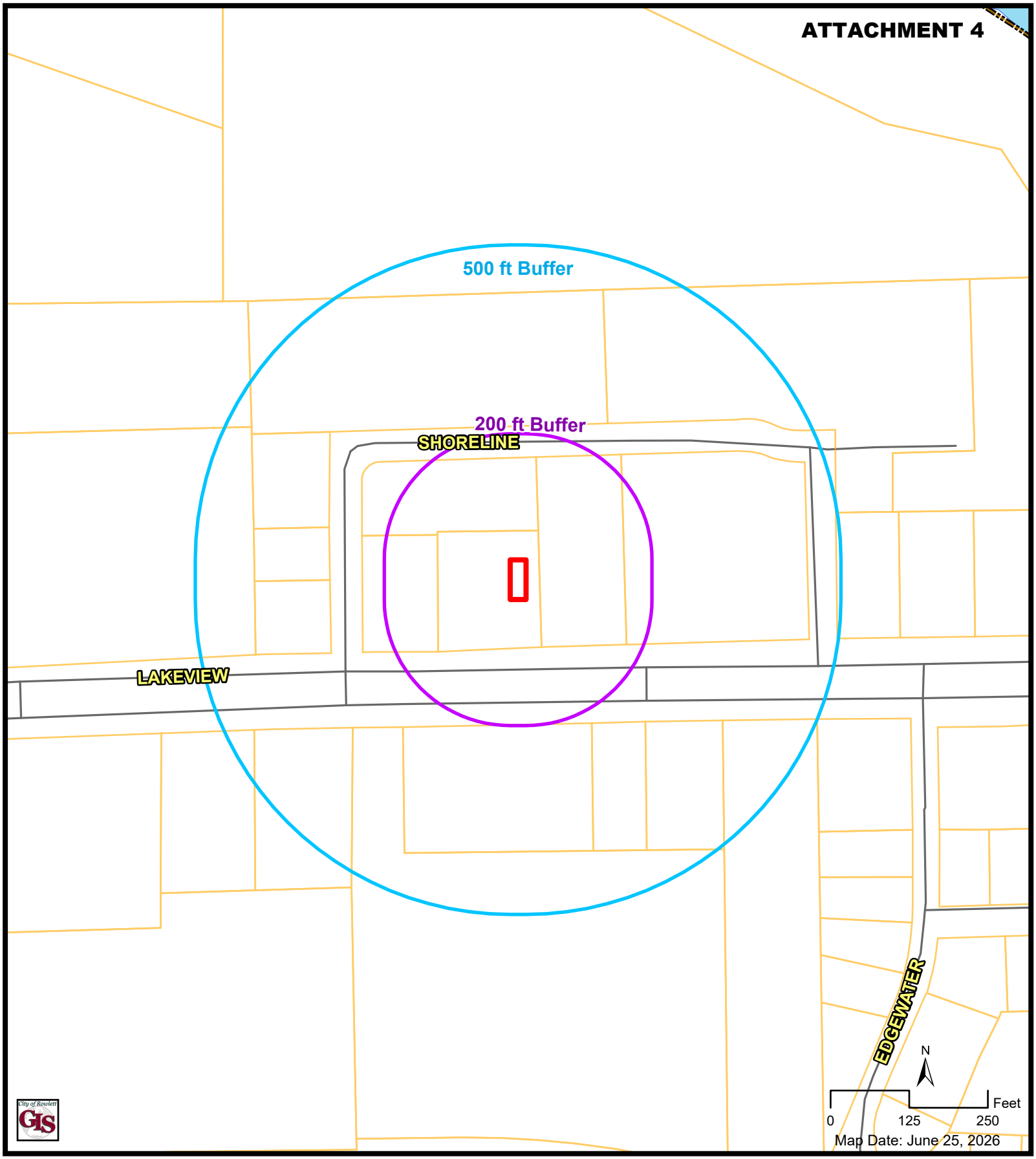

City Limits
Site
Parcels
SF-10
C-2
PD
SUP

**Proposed Zoning Map**



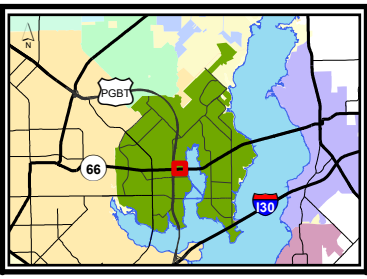

Rowlett TEXAS

**ATTACHMENT 4**



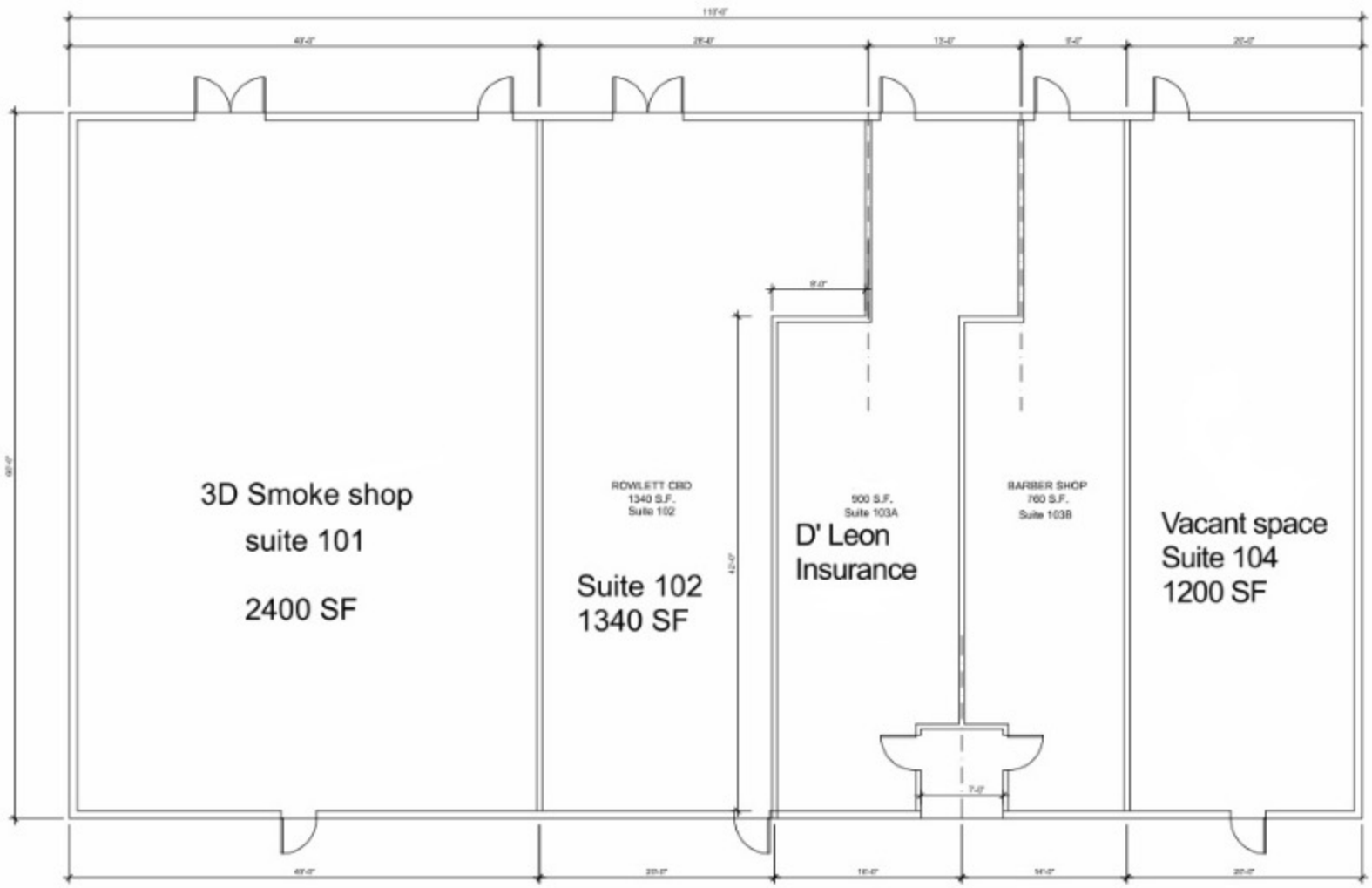

| | | | |
|---|---|---|---|
| Site | 500 ft Buffer | | |
| Parcels | 200 ft Buffer | | |
| Streets | City Limits | | |

**Property Notice Map**




Rowlett TEXAS

TOTAL NUMER OF PARKING SPACES 34




TOTAL NUMBER OF PARKING SPACES 34

**Proposed Floor Plan**

*SCALE: 3/16"=1'-0"*

Shell Building

5321 Lakeview Parkway, Dallas County, TX

**Floor Plan**

**A-1.1**

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# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 5.E.

**Title**
Conduct a public hearing and take action regarding an ordinance granting a change in zoning for an approximately 1.24 acre parcel located at 1925 Stallion Circle, more particularly described as part of Lot 24, Block 2 of Dexham Estates No. 1, in the City of Rowlett, Dallas County, Texas, from Single Family Residential-40/24 (SF-40) to Single Family Residential-40/24 with a Special Use Permit to allow for an accessory structure with an area not to exceed a total of 2,200 square feet (SF-40-SUP).

**Staff Representative**
Lilyana Morejon, Planner II

**Executive Summary**
The applicant requests approval of a Special Use Permit (SUP) to allow an accessory structure exceeding 500 square feet on property zoned Single Family (SF-40) District. Section 77-303 of the Rowlett Development Code (RDC) requires approval of a Special Use Permit for accessory structures exceeding 500 square feet in residential zoning districts.

It should be taken into consideration that a building permit was issued on October 29, 2025, for the accessory structure, which was subsequently constructed without prior approval of a Special Use Permit. Based on resident queries, it was determined that the accessory structure exceeds the maximum size permitted by right and approval of a SUP is required to bring the property into conformance.

**Strategic Priority and Goal(s)**

| Strategic Priority | Strategic Goal |
|---|---|
| **Strengthen Neighborhood Livability** | 3.1 Value existing neighborhoods.<br>3.4 Support efficient development patterns and communicate clear policy guidance.<br>3.5 Ensure that the Comprehensive Plan is observed and followed. |

**Background Information**
**BACKGROUND**

Section 77-303 of the Rowlett Development Code permits accessory structures within the SF-40 zoning district; however, structures exceeding 500 square feet require

approval of a SUP.

In January 2026, an accessory structure permit application was submitted by the applicant and subsequently reviewed and approved through the building permit process. The applicant constructed the accessory structure with a permit. Staff later discovered that the structure exceeded the allowable 500 square-foot threshold requiring SUP approval.

The property owner was subsequently notified of the zoning requirement and was notified to submit an SUP application. The applicant has since submitted the required SUP for consideration by the Planning and Zoning Commission and City Council. The building permit history documents the review, issuance, inspections, and completion of the structure.

The proposed SUP applies only to the newly constructed accessory structure, which exceeds the 500-square-foot maximum permitted. No additional site improvements or changes to access, parking, or utilities are proposed.

**Site Data:**

The subject property is located within Dexham Estates 1, an established residential subdivision and has direct access from Stallion Circle.

According to Dallas Central Appraisal District (DCAD) records, the primary residence contains approximately 2,723 square feet of living area with an attached 667-square-foot garage. In addition to the permitted accessory structure, there are three additional structures on the property, each measuring approximately 200 square feet. However, the applicant did not provide any information regarding these structures, and the City has no building permit records.

**Discussion**

The approved building plans included the construction of a 2,200 square foot accessory structure on a concrete foundation.

The applicant cited using the structure for the parking of personal vehicles.

**Section 77-303.C.3(a) of the RDC outlines the following requirements for all accessory structures:**

1. The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35% of the rear yard, whichever is less.

The SF-40 zoning district does not establish a maximum lot coverage requirement

for the entire lot. Instead, compliance is evaluated based on rear yard coverage. The subject property's rear yard is approximately 41,000 square feet, allowing a maximum of 14,350 square feet of coverage. Based on the information available, the primary residence contains approximately 2,723 square feet of living area with an attached 667 square foot garage, the 3 additional structures observed by staff totaling approximately 600 square feet, and the permitted accessory structure at 2,200 square feet. Together, these structures total approximately 6,190 square feet of impervious coverage, representing approximately 15% percent of the rear yard area. Therefore, the property complies with the maximum allowable rear yard coverage

2. Accessory structures shall not exceed the height of the primary structure or the maximum height for the zoning district, whichever is less.

The permit reflects the height of the accessory structure at 16 feet. The City has no records documenting its height; however, staff observed the primary structure to be approximately 21 feet tall.

3. When an accessory structure is located in the rear yard, a minimum 3-foot side and rear setback is required.

The structure is located in the rear yard, more than 3 feet from the rear property line and, according to the applicant's application, approximately 33 feet from the west side property line, the closest to the structure.

**A SUP is a formal zoning action that encourages public review and evaluation of site development features and is intended to ensure that proposed use will not have a significant adverse impact on surrounding uses, infrastructure, the transportation corridors, or on the community at large.**

The approval criteria for a SUP are outlined in Section 77-206 of the RDC, and are listed below:

1. The proposed SUP is consistent with the Comprehensive Plan and other infrastructure related plans, all applicable provisions of this Code, and applicable state and federal regulations;

The Comprehensive Plan supports the continued preservation and stability of established residential neighborhoods. The proposed SUP does not introduce a new land use but allows an existing accessory structure associated with a single-family residence. As such, the request is consistent with the residential character of

the surrounding area.

2. The proposed SUP is consistent with the purpose and intent of the zoning district in which it is located;

The SF-40 zoning district is intended to accommodate low-density single-family residential development and customary residential accessory uses. The Rowlett Development Code permits larger accessory structures through the Special Use Permit process, allowing case by case review to ensure compatibility with surrounding residential properties.

3. Whether the proposed SUP meets the challenge of some changing condition, trend, or fact;

Staff did not identify a changing condition, demographic trend, or market factor necessitating the request. Rather, the Special Use Permit is being requested to establish zoning compliance for an existing accessory structure that exceeds the size permitted by right.

4. Whether the proposed SUP will protect or enhance the health, safety, morals, or general welfare of the public;

The accessory structure has already been constructed and inspected through the building permit process. Approval of the Specific Use Permit (SUP) would recognize the existing accessory structure while maintaining compliance with applicable zoning regulations, based on the information and documentation provided by the applicant. Staff's determination of compliance is reliant upon the accuracy and completeness of the information submitted by the applicant.

5. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The property is already served by existing public streets and utilities. The accessory structure does not create additional demand for municipal infrastructure or public services.

6. Whether the proposed SUP is consistent with or will have significant adverse impacts on other property in the vicinity of the subject tract; and

The request does not involve expansion of the existing structure or additional site improvements. The accessory structure functions as an accessory use to the existing residence and is not anticipated to create adverse impacts on surrounding residential properties beyond those typically associated with residential accessory buildings.

7. The suitability of the subject property for the existing zoning and the proposed use sought by the SUP;

The subject property is of sufficient size to accommodate the existing residence and the accessory structure. Therefore, staff finds the property suitable for the requested SUP. This determination is based on the accuracy and completeness of the information submitted by the applicant.

**PUBLIC HEARING NOTICES**

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Twenty-five (25) 200-foot notices and fifty (50) courtesy 500-foot notices were mailed on July 17, 2026, and as of August 11, 2026, Staff has received the following:

- 200 ft. notification area: Two (2) notices were received in opposition and two (2) notices were received in favor.
- 500 ft. courtesy notification area: Six (6) notices were received in opposition and zero (0) notice was received in favor.

**Financial/Budget Implications**
NA

**Recommended Action**
The requested Special Use Permit would allow an existing accessory structure exceeding 500 square feet on property zoned Single Family (SF-40). While the structure has already been constructed, the requested SUP provides the zoning approval required by the RDC for accessory structures of this size. The request is consistent with the Comprehensive Plan, maintains the residential character of the property, and is not expected to adversely impact surrounding properties or public infrastructure. Therefore, staff recommends approval of the requested SUP.

**PLANNING & ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission considered this item on July 28, 2026, and

voted (6–0) to recommend approval.

The Planning and Zoning Commission meeting may be viewed at the following link Jul 28, 2026 Planning and Zoning Commission Work Session - Rowlett, TX This request was considered as Item 4A.

The City Council may take the following action:

- Approve
- Approve with conditions
- Deny

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE ZONING CLASSIFICATION FOR AN APPROXIMATELY 1.24 ACRE PARCEL LOCATED AT 1925 STALLION CIRCLE AND BEING MORE PARTICULARLY DESCRIBED AS A PART OF LOT 24, BLOCK 2 OF DEXHAM ESTATES NO. 1 IN THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL – 40/24 (SF-40) TO SINGLE FAMILY RESIDENTIAL – 40/24 WITH A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY STRUCTURE NOT TO EXCEED A TOTAL OF 2,200 SQUARE FEET (SF-40-SUP); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Planning and Zoning Commission of the City of Rowlett and the City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1:** The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from Single Family Residential – 40/24 (SF-40) to Single Family Residential – 40/24 with a Special Use Permit to allow for an accessory structure not to exceed a total of 2,200 square feet (SF-40-SUP) for an approximately 1.24 acre parcel located at 1925 Stallion Circle and being more particularly described as a part of Lot 24, Block 2 of Dexham Estates No. 1 in the City of Rowlett, Dallas County Texas (the “Property”).

**SECTION 2:** All development and use of the Property shall be in accordance with the

development standards of the City of Rowlett and further shall comply with the site plan attached hereto and incorporated herein by this reference as **Exhibit "A."**

**SECTION 3:** The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended.

**SECTION 4**: All provisions of the Ordinances of the City of Rowlett, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5:** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 6.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 7.** This ordinance shall be effective from and after its passage and publication as may be required.

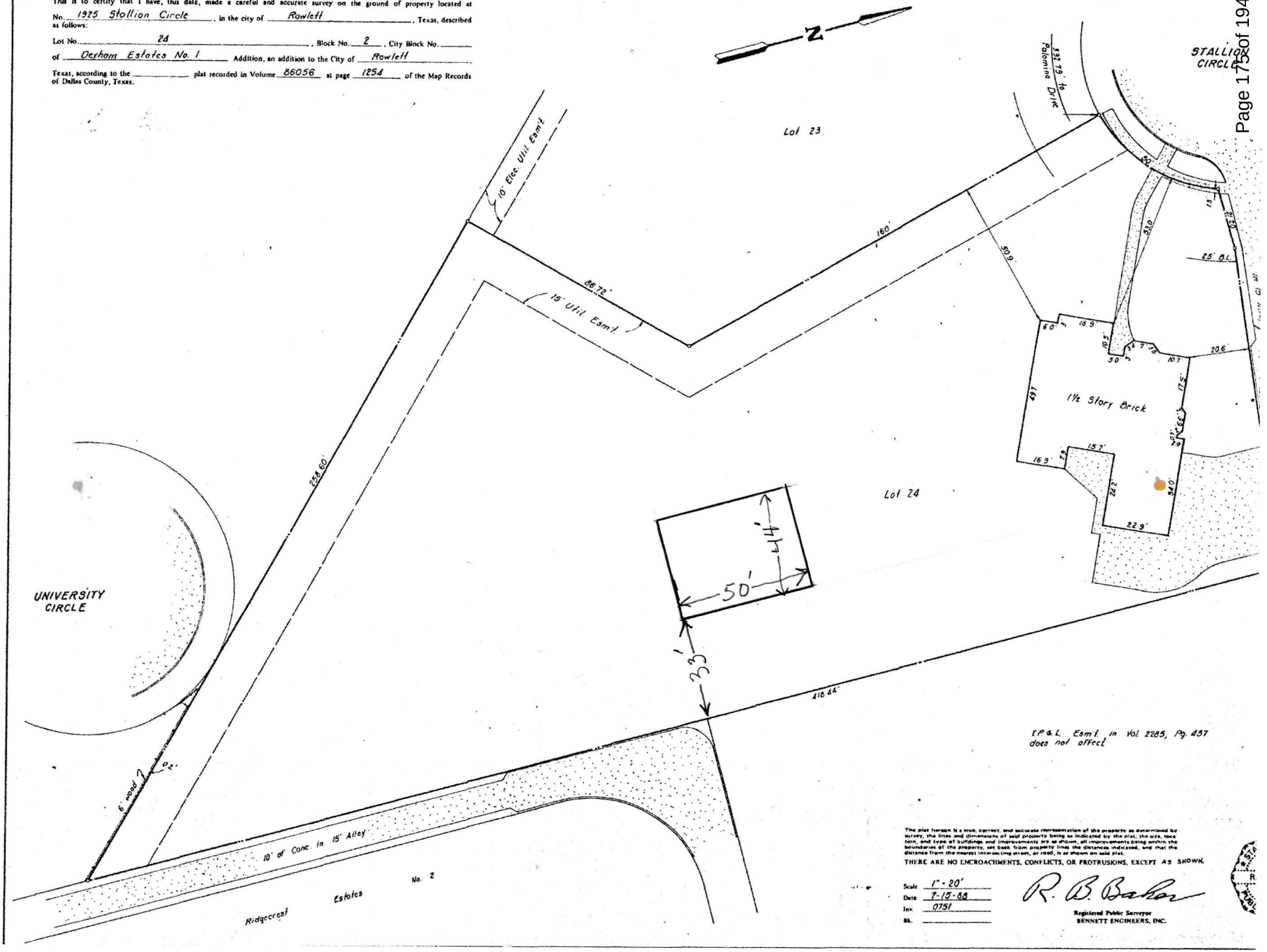
**Attachments**

1. Exhibit A - Site Plan
2. Attachments to Staff Report

# EXHIBIT A

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1925 Stallion Circle, in the city of Rowlett, Texas, described as follows:

Lot No. 24, Block No. 2, City Block No. _____
of Oexham Estates No. 1 Addition, an addition to the City of Rowlett
Texas, according to the _____ plat recorded in Volume 86056 at page 1254 of the Map Records of Dallas County, Texas.




The plat hereon is a true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat, the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated, and that the distance from the nearest intersecting street, or road, is as shown on said plat.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale 1" - 20'
Date 7-15-88
Inv. 0751
Bk.

R. B. Baker
Registered Public Surveyor
BENNETT ENGINEERS, INC.

# EXHIBIT A

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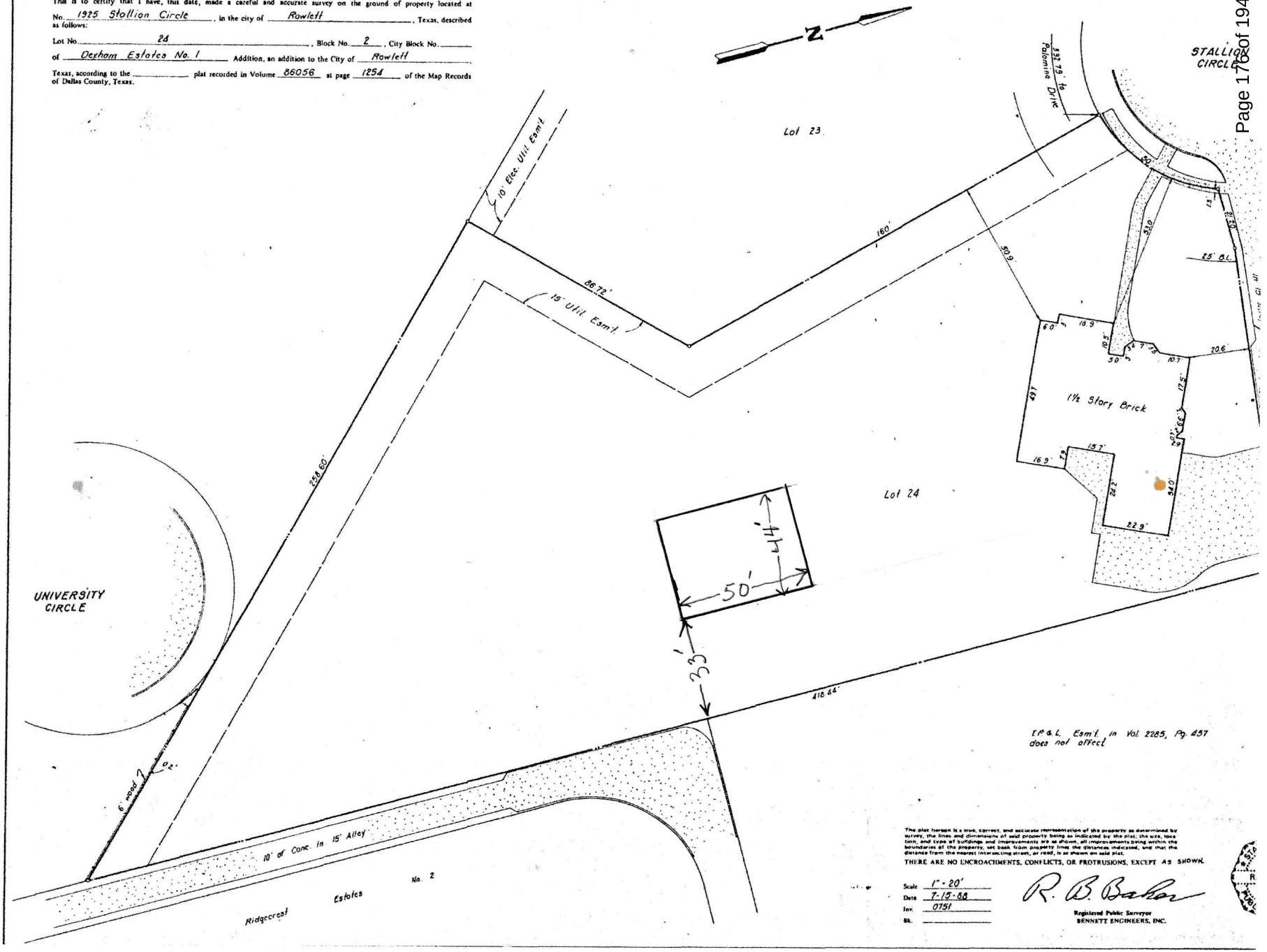
of Oexham Estates No. 1 Addition, an addition to the City of Rowlett
Texas, according to the _____ plat recorded in Volume 86056 at page 1254 of the Map Records of Dallas County, Texas.

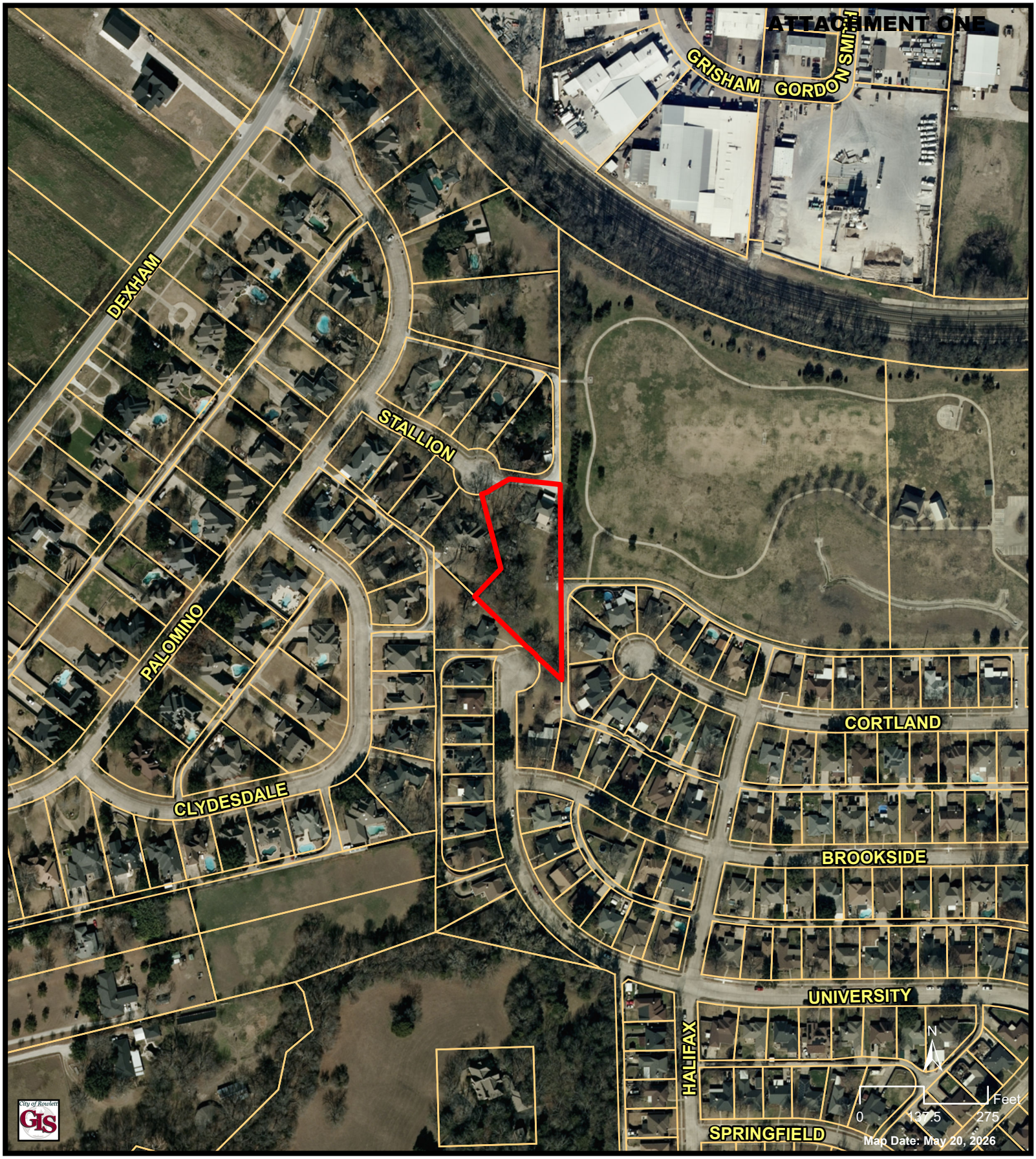



The plat hereon is a true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat, the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated, and that the distance from the nearest intersecting street, or road, is as shown on said plat.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale 1" = 20'
Date 7-15-88
Inv. 0751
Bk.

R. B. Baker
Registered Public Surveyor
BENNETT ENGINEERS, INC.



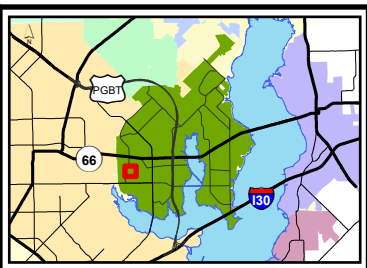

Site

City Limits

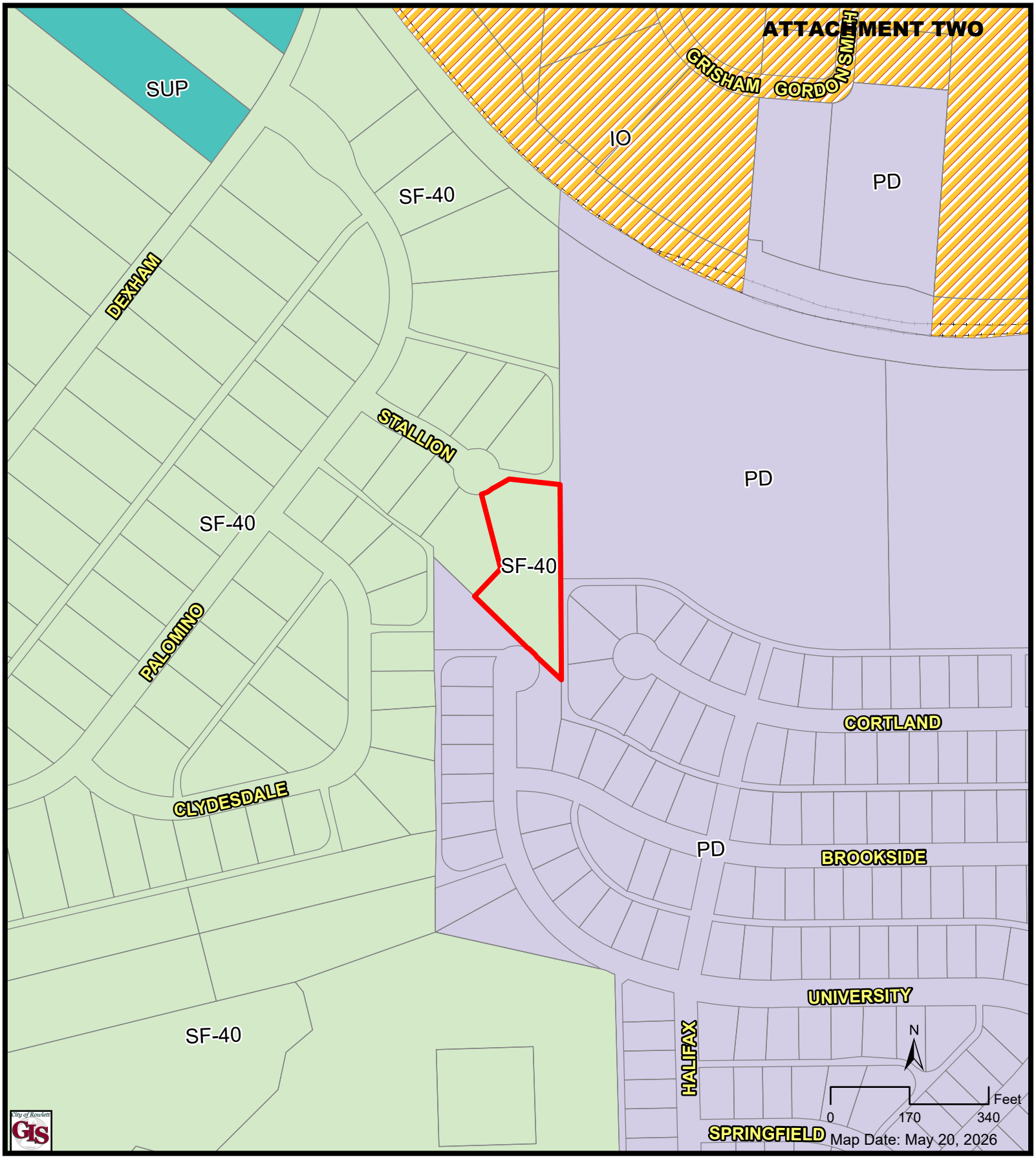
Parcels

Streets

**Site Location Map**

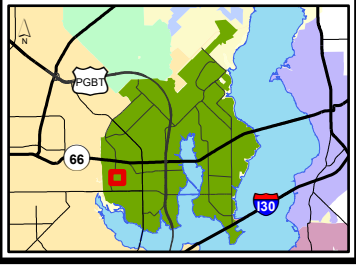



Rowlett
TEXAS

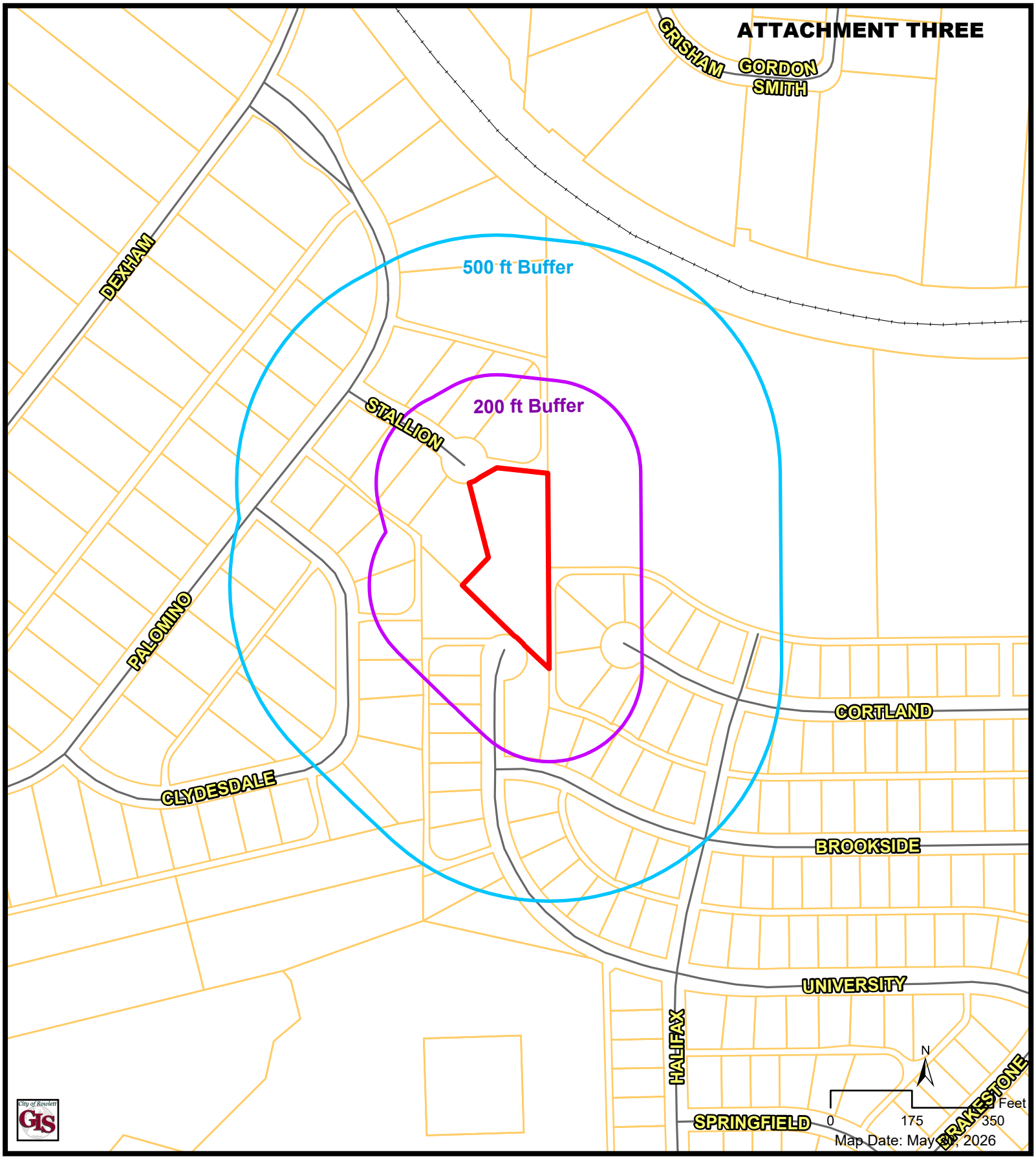



City Limits
Site
Parcels
SF-40
SUP
PD
IO

**Existing Zoning Map**




Rowlett TEXAS




Site

Parcels

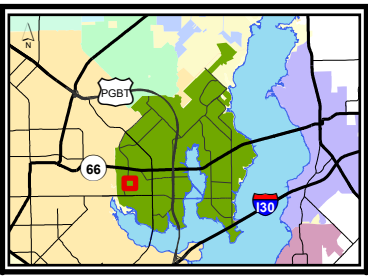
Streets

500 ft Buffer

200 ft Buffer

City Limits

**Property Notice Map**




Rowlett TEXAS

WELCOME
U.S. MAIL
1925

ATTACHMENT FOUR

**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

TAYLOR SHERRY L
2206 CORTLAND CIR
ROWLETT, TX 750886527

**Address of Responding Property (if Different than the mailing address) within 200 Feet:** _____

**Please Check One:**

☑ **In Favor of the Request** ☐ **Opposed to the Request**

**Comments:** Is this business or personal use?

**Owner (s) Printed Name:** Sherry L Taylor

**Owner (s) Phone Number:** 214 662 4000

**Owner (s) Email Address:** sher740@hotmail.com

**Owner (s) Signature:** Sherry L Taylor

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***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Pallomen
2118 University Circle

**ATTACHMENT FIVE**

**Project Number:** 26-000029
**Project Name:** Haught 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

BRAWLEY BRENT A
1926 STALLION CIR
ROWLETT, TX 750886564

**Address of Responding Property (if Different than the mailing address) within 200 Feet:** _____

**Please Check One:**

☑ **In Favor of the Request** ☐ **Opposed to the Request**

**Comments:**

THE CITY OF ROWLETT ALLOWED, PERMITTED AND INSPECTED STEVE'S BUILDING WITHOUT NOTIFICATION OF RESIDENTS WITHIN 200 FT, THEREFORE THE CITY SHOULD BE RESPONSIBLE FOR THE COST INCURRED FOR ANY AGREED UPON CHANGES OR LOSS OF PROPERTY VALUE OF THE RESIDENTS WITHIN 200 FT.

**Owner (s) Printed Name:** Brent Brawley

**Owner (s) Phone Number:** 972 754 1845

**Owner (s) Email Address:** Robert Brawley 1@yahoo.com.

**Owner (s) Signature:** [signature]

**Please return this page no later than June 22, 2026, at 5:00 PM; via email to** Planning@rowlett.com
***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

## Tammi Diedrich

**From:** Chris Elkins <chrisdelkins@outlook.com>
**Sent:** Monday, July 6, 2026 8:38 AM
**To:** Planning Department
**Subject:** Project 26-000029

**CAUTION: External Email**

**Project Number:** 26-000029
**Project Name:** Haught 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

ELKINS CHRIS DANE & MINNIE MARGARET
1918 STALLION CIR
ROWLETT, TX 75088-5564

**Address of Responding Property (if Different than the mailing address) within 200 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☒ **Opposed to the Request**

**Comments:**

The structure does not appear to be in compliance with city zoning ordinances or our neighborhood's property owner guidelines. It is completely out of place and likely devalues our property values.

**Owner (s) Printed Name:** CHRIS D. ELKINS

**Owner (s) Phone Number:** 214-495-7616

**Owner (s) Email Address:** chrisdelkins@outlook.com

**Owner (s) Signature:** Chris Elkins

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Rowlett

Chris Elkins
Sent from my iPhone

**Project Number:** 26-000029
**Project Name:** Haught 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

JOHNSON PRESTON C & CALVA L
JOHNSON
1917 STALLION CIR
ROWLETT, TX 750886565

**Address of Responding Property (if Different than the mailing address) within 200 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☒ **Opposed to the Request**

**Comments:**

**The structure is out of place with the established Residential character of the Dexham Estates and does not resemble any other accessory building in the neighborhood. Even though it is one house away from my house, the size and barn-appearance make it visually dominant and inconsistent with surrounding homes.**

**It is a big red barn-like structure that resembles an agricultural type usage, or perhaps it may be used for some business of some sort I don't know. All I know is that it is oversize and incompatible with the neighborhood look and may have negative affects on nearby property values, and how future buyers perceive the area.**
**I'm concerned about the precedent of approving a structure built before obtaining permits could encourage others to bypass the required processes – –**

**The zoning intent is SF – 40 zoning and is intended for a residential use, not agricultural style or commercial scale buildings.**

**Owner (s) Printed Name:** Preston C. Johnson & Calva L. Johnson

**Owner (s) Phone Number:** 972-489-9184

**Owner (s) Email Address:** prestonjohnson1@aol.com

**Owner (s) Signature:** Preston C Johnson

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***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

Yanira Cordova

**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

CORDOVA DAVID LEE & YANIRA C
2118 UNIVERSITY CIR
ROWLETT, TX 750886573

**Address of Responding Property (If Different than the mailing address) within 500 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☑ **Opposed to the Request**

**Comments:**

This is a residential area and a lovely neighborhood park with a serene feel that should remain as such. People of all ages, including children, walk, jog, ride bikes on this trail and there should be no hazards of any kind anywhere close to this area. Not to mention the eye sore it will create and ruin the beautiful scenery this park provides. Katy railroad park is one of the prettiest parks Rowlett has built, IMO. Let's not damage it by allowing a random building anywhere close to it.

**Owner (s) Printed Name:** Yanira Cordova

**Owner (s) Phone Number:** 469-767-7434

**Owner (s) Email Address:** sparepair2003@yahoo.com

**Owner (s) Signature:** Yanira Cord

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Rowlett
On the Water. On the Move.

**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

CONNER JAMES L JR & LORITA
1910 CLYDESDALE CT
ROWLETT, TX 750886554

**Address of Responding Property (if Different than the mailing address) within 500 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☑ **Opposed to the Request**

**Comments:**

No. Again theres no description of quality to be used in materials or intended use of building. This is lowering our property values and theres no property tax adjustment for it. These structures should not be built in custom neighborhoods. Move to the county for this building. The city of Rowlett is not keeping our neighborhoods nice.

**Owner (s) Printed Name:** LoRita Joni Conner

**Owner (s) Phone Number:** 214-674-5314

**Owner (s) Email Address:** _____

**Owner (s) Signature:** _____

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***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

CROSBY BETTY J
1809 PALOMINO DR
ROWLETT, TX 750886561

**Address of Responding Property (if Different than the mailing address) within 500 Feet:**

**Please Check One:**

☐ **In Favor of the Request** ☑ **Opposed to the Request**

**Comments:**

It is a very large and intrusive structure for a neighborhood settings like Dixham Estates.

**Owner (s) Printed Name:** Betty Crosby

**Owner (s) Phone Number:** 214-546-5168

**Owner (s) Email Address:** bj.ccosby@ymail.com

**Owner (s) Signature:** Betty J Crosby

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**From:** dkoca@tx.rr.com
**To:** Planning Department
**Cc:** Sam Seidel
**Subject:** Project Number: 26-000029
**Date:** Friday, July 24, 2026 3:14:17 PM

---

**CAUTION: External Email**

Project Name: 1925 Stallion Circle Accessory Building SUP

Owner : David J Koca and Harry S Seidel Jr
1901 Palomino Drive
Rowlett, TX 75088

I am opposed to the request for a SUP for 1925 Stallion Circle.

I have been a resident in Dexham estates for 34 years. We have many longtime residents in our neighborhood and I would say that one of the things that we enjoy about Dexham Estates is that our custom home, SF-40 neighborhood is well-kept and unique looking, many homes with larger than normal lots.

Our neighbors at 1925 Stallion Circle are also longtime residents, owning one of the largest lots in the neighborhood. On their lot, along with their two-story house, they have a three-car port, and oversized RV carport large enough for a Class-A "bus-like" motorhome, and at least four 50-100 square foot storage sheds. The most recent addition is a 2200 square foot red metal barn-like structure that is almost as high as their two-story house.

In consideration of a special use permit, please note that this red barn structure violates our city's codes as it is a metal structure. At 16' high, it is almost as high as the house.

Aside from violating city codes, the structure is unsightly and is suited for a more rural setting, NOT a residential neighborhood. It is visible from a block away and looks very out of place.

If this Special Use Permit is approved, I believe is sets a dangerous precedent for our neighborhood, potentially allowing unsightly or inappropriate structures to be built at other residences.

I am strongly opposed to this Special Use Permit being approved.

I also believe the City of Rowlett has to take responsibility for this structure being built without a SUP. The contractor, East Texas Carports, used the wrong form for the permit on 9.3.2025. This form does not specifically mention the SUP being required. (The Accessory Building Permit does clearly require a SUP for structures over 500 sq ft)

The Remodel Permit #25-004270 issued by Amanda Jones on 10/29/2025 very clearly notes that the SUP is required.

How was the construction of this structure allowed without the SUP? The city did not enforce their own policies and now the structure is complete. Had the city done its job and required the SUP, the neighbors would have most likely opposed the structure, but there would have been opportunity for the homeowner to modify the design so it would be acceptable in our neighborhood.

Once again, I strongly oppose the request for a Special Use Permit.

David Koca
1901 Palomino Drive
Rowlett, TX 75088
dkoca@tx.rr.com
214.830.7830

**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

CRAIG GREGORY ALAN & NANCY
JOLENE
1914 STALLION CIR
ROWLETT, TX 750886564

**Address of Responding Property (if Different than the mailing address) within 500 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☒ **Opposed to the Request**

**Comments:**

Property Owner @ 1925 Stallion does not have the right to build without proper approval from the City & Residents. They have no right to build a barn and to affect our property values. He knew this and decided to build anyway. Property owner has an additional 10 or so portable buildings on his property in addition to the Red Barn. The City of Rowlett I hope will stand with us! If you let this go then when does it stop? In your neighborhood

**Owner (s) Printed Name:** Nancy Jolene Craig

**Owner (s) Phone Number:** 817-789 7534

**Owner (s) Email Address:** jcraig@cdgland.com

**Owner (s) Signature:** Jolene Craig

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**Project Number:** 26-000029
**Project Name:** 1925 Stallion Circle Accessory Building SUP

City of Rowlett
Planning Division

To: Owner

CRAIG GREGORY ALAN & NANCY
JOLENE
1914 STALLION CIR
ROWLETT, TX 750886564

**Address of Responding Property (if Different than the mailing address) within 500 Feet:** _____

**Please Check One:**

☐ **In Favor of the Request** ☒ **Opposed to the Request**

**Comments:**

(SEE ATTACHED FROM GREGORY CRAIG)

**Owner (s) Printed Name:** GREGORY CRAIG

**Owner (s) Phone Number:** 469-261-1254

**Owner (s) Email Address:** gcraig@cdgland.com

**Owner (s) Signature:**

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***or*** regular mail to: Planning and Urban Design Division, 5702 Rowlett Rd, Rowlett, TX 75089

# City of Rowlett
# City Council Agenda Item

**Meeting Date:** 8/18/2026 **Agenda Item:** 7.A.

**Title**
Consider action to adopt an ordinance amending the Code of Ordinances, Chapter 34 Miscellaneous Offenses, Article IV Regulations of Sex Offender Residency, Section 34-75 Penalty.

**Staff Representative**
Andrew Espinoza, Asst. Director Community Director/Chief Building Official

**Executive Summary**
The City currently enforces a prohibition that restricts certain registered sex offenders from residing within 1,000 feet of locations where children commonly gather. These locations include, but are not limited to schools, parks, arcades, recreational facilities, daycares, and similar uses. The purpose is to enhance public safety by reducing the chances that repeat sexual offenders can harm others, especially children. This amendment aims to partner with property renters, deter future crimes, and protect vulnerable individuals by increasing awareness and oversight.

**Strategic Priority and Goal(s)**

**STRENGTHEN NEIGHBORHOOD LIVABILITY**

3.1 Value existing neighborhoods.
3.2 Sustain a community that is appealing to people at all stages of life.

**Background Information**
The city currently maintains adopted short-term and long-term rental ordinances; however, updates have been recommended to strengthen their effectiveness regarding public safety. Specifically, the proposed amendments introduce requirements for short-term and long-term rental properties that would prohibit property owners from leasing to a registered sex offender when located 1,000 feet from areas where children commonly gather. The intent of this amendment is to further protect the health, safety, and general welfare of the public. The City is seeking to strengthen these provisions by addressing the current penalty criteria for offenses.

At their August 3, 2026, Work Session meeting, Council made recommendations to increase penalties for offenses associated with this ordinance. There was City Council consensus to proceed with the amendment recommendations.

**Discussion**
The proposed amendment would update Article IV, “Regulation of Sex Offender Residency” of Chapter 34 “Miscellaneous Offenses”, Section 34–75 increase penalties for associated offenses.

Penalty
An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the code of ordinances. An offense and conviction under this amended article will increase from five hundred dollars ($500.00) to two thousand dollars ($2,000.00) for each offense.

This ordinance shall take effective immediately upon the passage and adoption.

**Financial/Budget Implications**
The changes would not have any budget or financial impact on the city.

**Recommended Action**
The governing body may take the following actions:
- Approve
- Approved with conditions
- Deny

**AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF ROWLETT, TEXAS, CHAPTER 34 (“MISCELLANEOUS OFFENSES”), ARTICLE IV (“REGULATION OF SEX OFFENDER RESIDENCY”) BY AMENDING SECTION 34-75 TO PROVIDE A PENALTY OF FINE NOT TO EXCEED $2,000.00 FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett has heretofore adopted prohibitions pertaining to registered sex offenders, prohibiting certain registered sex offenders from residing within 1,000 feet of places where children commonly gather; and

**WHEREAS**, the City Council finds that the provisions of Chapter 34, Article IV “Regulation of Sex Offender Residency” are an extension of the City’s zoning regulations , that they govern public health, and that enforcement of those provisions serves the public health, safety and general welfare;

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

**SECTION 1:** Chapter 34, " Miscellaneous Offenses," of the Code of Ordinances, City of Rowlett, Texas, be and is hereby amended at Article IV, "Regulation of Sex Offender Residency,” by amending section 34-75 to to read in its entirety as follows:

"**CHAPTER 34**
**MISCELLANEOUS OFFENSES**

. . .

**ARTICLE IV. REGULATION OF SEX OFFENDER RESIDENCY**

. . .

**Sec. 34-75. - Penalty**

An offense under this article shall be deemed to be a misdemeanor and, upon conviction, is punishable by a fine not to exceed $2,000.00 for each offense."

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

**SECTION 3:** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances and ordinances of the City, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 4:** Should any section, paragraph, sentence, subdivision, clause, phrase or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

**SECTION 5:** This ordinance shall take effect immediately upon its passage and adoption and the publication of the caption as the law and charter in such cases provide.

**Attachments**
None