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P2015-019 - Consider approval of a request by Harold Fetty of H. D. Fetty Land Surveyor, LLC on behalf of the owner Doug Utley for the approval of a final plat for Lots 1 & 2, Block A, Utley Addition 4.49-acre parcel of land currently identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass Overlay (SH 205 BY-OV) District, addressed as 1751 & 1815 E. Old Quail Run Road, and take any action necessary.

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P2015-020 - Consider approval of a request by Caprice Michelle of Rockwall Rustic Ranch, LLC for the approval of a replat for Lot 1, Block A, Rockwall Rustic Ranch Addition being a 0.53-acre parcel of land currently identified as Lot B, Block 123, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential Office (RO) District uses, situated within the North Goliad Corridor Overlay (NGC OV) District, addressed as 406 N. Goliad Street, and take any action necessary.

Case Memo (P2015-020) . . . . . 51

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P2015-027 - Consider approval of a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Dr. Umar Burney of the North Dallas Rockwall Land Investors, LLC for the approval of a replat for Lot 3, Block A, Ridge/Summer Lee Addition being a replat of 1.6121-acre tract of land identified as Lot 2, Block A, Ridge/Summer Lee Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, located at the southwest corner of the intersection of Oak Drive and Summer Lee Drive, and take any action necessary.

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P2015-028 - Consider approval of a request by David Greer of Bannister Engineering on behalf of Ben McMillian of Ben McMillian Properties, LLC for the approval of a replat for Lot 1, Block A, Hazel and Olive Addition being a 0.421-acre tract of land composed of two (2) parcels of land identified as Block 19A & 19B, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 503 N. Goliad Street [SH-205], and take any action necessary.

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Consider authorizing the expenditure of funds from insurance claim proceeds in the amount of \$195,955.00 to make needed repairs at the Harbor boat docks and a contingency fund of \$10,000 from insurance claim proceeds, and take any action necessary.

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Consider authorizing the city manager to enter into an agreement for the purchase of upgrades to the recreation facility and reservation system software in the amount of \$18,764.62 to be funded by Recreational Development Funds, and take any action necessary.

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Consider authorizing the city manager to execute a contract with Binkley & Barfield, Inc. to perform the engineering design services for the Greencrest Drive Water Line Replacement Project in the amount of \$49,070 to be funded out of the 2008 water and sewer revenue bonds, and take any action necessary.

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Z2015-016 - Hold a public hearing to discuss and consider approval of an ordinance for a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary. (1st Reading)

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Z2015-014 - Discuss and consider approval of an ordinance for a request by Cole Franklin of the Skorburg Company on behalf of the owner of the Lonnie Gideon Estate for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 29.192-acre tract of land identified as a portion of Tract 1-01 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the 205 By-Pass Corridor Overlay (205 BY-OV) District, located at the northeast corner of the intersection of E. Quail Run Road and John King Boulevard, and take any action necessary. (2nd Reading)

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Discuss and consider approval of an ordinance adding Sections 26-290 to 260-296 "Operation of Golf Carts" to Chapter 26. Motor Vehicles and Traffic, Article IV. Bicycles, Golf Carts and Play Vehicles, Division 5 of the Municipal Code of Ordinances to authorize the operation of golf carts within the city limits, and take any action necessary. (1st reading)

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**AGENDA**  
**ROCKWALL CITY COUNCIL**  
**Monday, July 06, 2015**  
**4:00 p.m. Regular City Council Meeting**  
**City Hall - 385 S. Goliad, Rockwall, Texas 75087**

**I. CALL PUBLIC MEETING TO ORDER**

**II. WORK SESSION**

1. Hold Work Session to discuss the Public Outreach Action Plan for reconstruction of South Lakeshore Drive/Summit Ridge Drive from SH 66 to FM 740, and take any action necessary.
2. Hold Work Session to discuss potential regulations regarding the use and operation of golf carts, and take any action necessary.

**III. EXECUTIVE SESSION.**

**THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:**

1. Discussion regarding Economic Development prospects pursuant to Section 551.087 (Economic Development)
2. Discussion regarding Agreement for Municipal Court Judge pursuant to Section 551.074 (Personnel Matters) and Section 551.071 (Consultation with Attorney)
3. Discussion regarding purchase or lease of real property / land acquisition in the north part of the city for municipal purposes pursuant to Section § 551.072 (Real Property).
4. Discussion regarding possible development-related legal claim in the vicinity of Bourne Street pursuant to Section 551.071 (Consultation with Attorney)
5. Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 Consultation with Attorney)
6. Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
7. Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney).
8. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission and Board of Adjustments pursuant to Section 551.074 (personnel matters)

**IV. ADJOURN EXECUTIVE SESSION**

**AGENDA**  
**ROCKWALL CITY COUNCIL**  
Monday, July 06, 2015  
6:00 p.m. Regular City Council Meeting  
City Hall, 385 S. Goliad, Rockwall, Texas 75087

**V. RECONVENE PUBLIC MEETING**

**VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

**VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT**

**VIII. OPEN FORUM**

**IX. CONSENT AGENDA**

- p.17** 1. Consider approval of the minutes from the June 15, 2015 regular city council meeting, and take any action necessary.
- p.33** 2. **Z2015-018** - Consider approval of an **ordinance** for a request by Herman Douglas Utley for a zoning change from a Single Family Estate 2.0 (SFE-2.0) District to a Single Family Estate 1.5 (SFE-1.5) District for a 4.502-acre tract of land identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass (SH-205 BY OV) District, addressed as 1815 E. Old Quail Run Road, and take any action necessary. **(2nd Reading)**
- p.38** 3. **Z2015-017** - Consider approval of an **ordinance** for a request by Jonathan Hake of Cross Engineering Consultants, Inc. on behalf of the owner Kenneth R. Smith of K. R. Smith Holdings, LLC for a Specific Use Permit for Commercial Amusement/Recreation (Outside) to allow a baseball training facility to be constructed on a six (6) acre tract of land identified as Tract 4-07 of the N. Butler Survey, Abstract No. 20, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Corridor Overlay (SH-205 BY-OV) District, located on the north side of Airport Road west of the intersection of Airport Road and John King Boulevard, and take any action necessary. **(2nd Reading)**
- p.44** 4. **P2015-019** - Consider approval of a request by Harold Fetty of H. D. Fetty Land Surveyor, LLC on behalf of the owner Doug Utley for the approval of a final plat for Lots 1 & 2, Block A, Utley Addition 4.49-acre parcel of land currently identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass Overlay (SH 205 BY-OV) District, addressed as 1751 & 1815 E. Old Quail Run Road, and take any action necessary.

- p.51 5. P2015-020** - Consider approval of a request by Caprice Michelle of Rockwall Rustic Ranch, LLC for the approval of a replat for Lot 1, Block A, Rockwall Rustic Ranch Addition being a 0.53-acre parcel of land currently identified as Lot B, Block 123, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential Office (RO) District uses, situated within the North Goliad Corridor Overlay (NGC OV) District, addressed as 406 N. Goliad Street, and take any action necessary.
- p.57 6. P2015-027** - Consider approval of a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Dr. Umar Burney of the North Dallas Rockwall Land Investors, LLC for the approval of a replat for Lot 3, Block A, Ridge/Summer Lee Addition being a replat of 1.6121-acre tract of land identified as Lot 2, Block A, Ridge/Summer Lee Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, located at the southwest corner of the intersection of Oak Drive and Summer Lee Drive, and take any action necessary.
- p.62 7. P2015-028** - Consider approval of a request by David Greer of Bannister Engineering on behalf of Ben McMillian of Ben McMillian Properties, LLC for the approval of a replat for Lot 1, Block A, Hazel and Olive Addition being a 0.421-acre tract of land composed of two (2) parcels of land identified as Block 19A & 19B, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 503 N. Goliad Street [SH-205], and take any action necessary.
- p.70 8.** Consider authorizing the expenditure of funds from insurance claim proceeds in the amount of \$195,955.00 to make needed repairs at the Harbor boat docks and a contingency fund of \$10,000 from insurance claim proceeds, and take any action necessary.
- p.77 9.** Consider authorizing the city manager to enter into an agreement for the purchase of upgrades to the recreation facility and reservation system software in the amount of \$18,764.62 to be funded by Recreational Development Funds, and take any action necessary.
- p.90 10.** Consider authorizing the city manager to execute a contract with Binkley & Barfield, Inc. to perform the engineering design services for the Greencrest Drive Water Line Replacement Project in the amount of \$49,070 to be funded out of the 2008 water and sewer revenue bonds, and take any action necessary.

#### **X. APPOINTMENTS**

1. Appointment with the Planning and Zoning Chairman to discuss and answer any questions regarding cases on the agenda and related issues and take any action necessary.

## **XI. PUBLIC HEARING ITEMS**

- p.106** 1. **Z2015-016** - Hold a public hearing to discuss and consider approval of an **ordinance** for a request by Stacey McVey of Double Eagle Properties on behalf of the owner 308 ON 276 LP for a zoning change from an Light Industrial (LI) District to a Planned Development District for Single Family 10 (SF-10) and General Retail (GR) District land uses, on a 316.315-acre tract of land identified as Tract 1 of the M. E. Hawkins Survey, Abstract No. 100, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, located at the northeast corner of the intersection of Rochelle Road and SH-276, and take any action necessary. **(1st Reading)**  
**(postponed due to P&Z Commission tabling)**

## **XII. ACTION ITEMS**

- p.108** 1. **Z2015-014** - Discuss and consider approval of an **ordinance** for a request by Cole Franklin of the Skorburg Company on behalf of the owner of the Lonnie Gideon Estate for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 29.192-acre tract of land identified as a portion of Tract 1-01 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the 205 By-Pass Corridor Overlay (205 BY-OV) District, located at the northeast corner of the intersection of E. Quail Run Road and John King Boulevard, and take any action necessary. **(2nd Reading)**
- p.121** 2. Discuss and consider approval of an **ordinance** adding Sections 26-290 to 260-296 "Operation of Golf Carts" to Chapter 26. Motor Vehicles and Traffic, Article IV. Bicycles, Golf Carts and Play Vehicles, Division 5 of the Municipal Code of Ordinances to authorize the operation of golf carts within the city limits, and take any action necessary. **(1st reading)**
- p.129** 3. Discuss and consider the provisions of Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the Code of Ordinances, and take any action necessary.
- p.132** 4. Discuss and consider animal surrender policies at the Rockwall Animal Adoption Center, and take any action necessary.
- p.134** 5. Discuss and consider approval of a policy for the construction of structures, including a dock deck, fixed pier or boathouse within Lake Ray Hubbard for properties eligible to lease the Lake Ray Hubbard Takeline adjacent to the property, and take any action necessary.
- p.137** 6. Discuss and consider citywide roadway / thoroughfare planning, and take any action necessary.

## **XIII. CITY MANAGER'S REPORT TO DISCUSS CURRENT CITY ACTIVITIES, UPCOMING MEETINGS, FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.**

1. Departmental Reports  
**p.146** Building Inspections Monthly Report - May 2015

- p.158** Police Department Monthly Report - May 2015  
Fire Dept. Monthly Reports - May 2015 **p.161**
- p.179** Harbor PD Monthly Report - May 2015  
Internal Operations Department Monthly Report - May 2015 **p.181**
- p.185** Recreation Monthly Report - May 2015  
Rockwall Animal Adoption Center Monthly Report - May 2015 **p.187**

## 2. City Manager's Report

### **XIV. EXECUTIVE SESSION**

**THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:**

1. Discussion regarding Economic Development prospects pursuant to Section 551.087 (Economic Development)
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3. Discussion regarding purchase or lease of real property / land acquisition in the north part of the city for municipal purposes pursuant to Section § 551.072 (Real Property).
4. Discussion regarding possible development-related legal claim in the vicinity of Bourne Street pursuant to Section 551.071 (Consultation with Attorney)
5. Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 (Consultation with Attorney)
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7. Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney).
8. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission and Board of Adjustments pursuant to Section 551.074 (personnel matters)

### **XV. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION**

### **XVI. ADJOURNMENT**

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (972) 771-7700 or FAX (972) 771-7727 for further information.

The City of Rockwall City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.074 (Personnel Matters) and § 551.086 (Economic Development)

I, Kristy Ashberry, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 2nd day of July, 2015 at 7:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
Kristy Ashberry, City Secretary

\_\_\_\_\_  
Date Removed



## MEMORANDUM

---

**TO:** Rick Crowley, City Manager

**FROM:** Timothy M. Tumulty, Director of Public Works/City Engineer

**DATE:** July 1, 2015

**SUBJECT:** South Lakeshore Drive/Summit Ridge Drive  
Roadway Reconstruction Project

---

Staff has completed reviewing the Request for Qualifications for the Roadway Reconstruction Project for South Lakeshore Drive/Summit Ridge Drive from S.H. 66 to FM 740. Staff has chosen Kimley-Horn and Associates, Inc. to perform the engineering design services for this roadway reconstruction project. Prior to establishing the scope of services for engineering design of this reconstruction project, staff needs to consider important issues related to roadway width, potential sidewalk issues and traffic calming features along the entire stretch of the roadway.

Staff has been discussing the approach of gathering this information with representatives from Kimley-Horn and Associates, Inc. related to obtaining a better define scope prior to proceeding with the engineering design. Attached is a proposed Public Outreach Action Plan prepared by the engineer to acquire this needed information.

Staff would like to discuss this process during the City Council work Session.

TMT:em

Attachment:

Cc:

Mary Smith, Assistant City Manager  
Amy Williams, Assistant City Engineer  
Jeremy White, Civil Engineer  
Billy Chaffin, Superintendent of Streets and Drainage  
File





## Public Outreach Action Plan

To: Jeremy M. White, P.E., CFM  
Engineering Department - Civil Engineer

From: Brad Tribble, P.E.  
Kimley-Horn

Date: June 1, 2015

### PROJECT OVERVIEW

On May 20, 2015, the City of Rockwall discussed with Kimley-Horn the development of a plan regarding public outreach in preparation of roadway improvements slated for design along Summit Ridge Drive and South Lakeshore Drive.

Below is the description of the plan developed during the initial discussion and subsequent revisions:

### TRAFFIC COUNTS

Kimley-Horn will coordinate the collection of traffic volume information along the following lengths of roadway:

- Along South Lakeshore Drive, south of Stillwater Drive and north of Shoretrail Drive.
- Along Summit Ridge Drive, east of Spring Creek Drive and west of South Alamo Drive.
- Collected information will include volume and speed data.
- Kimley-Horn will notify City of location and dates in which data will be collected.

### PUBLIC INPUT SURVEYS

Kimley-Horn will develop hard copy and electronic survey questionnaires for distribution to residences located along the study corridor:

- Hard Copy Questionnaire Survey
  - Mutually develop questions for survey with City staff.
  - Format and develop questionnaire document.
  - The questionnaire will state that the survey responses can be provided on the hard copy form provided and returned to the City or follow the link provided to submit their input electronically.
  - Provide document to City for review.
- Electronic Questionnaire Survey
  - Create electronic questionnaire using an electronic medium (i.e. Survey Monkey, Google Forms, etc.)

- Questionnaire will include all questions verbatim to hard copy questionnaire.
- Develop notification for distribution to residents within the study area.
  - Provide notification document to City for review.
  - Provide the City hard copies of the mailer survey and/or door hangers
  - City to manage distribution of mailer survey and/or door hangers.
  - Notification document to include URL for those who choose to respond electronically
  - Written and electronic surveys will request respondents to provide their email addresses for the City's use for subsequent notifications and announcements (including the proposed Public Meeting).
- Collect and summarize responses, provide summary to City.

## **PUBLIC MEETING**

Kimley-Horn will provide the following:

- Notify residences of public meeting
  - Medium of message delivery to be determined based on residence response to questionnaire survey.
- Prepare for public meeting
  - City staff to determine meeting time and arrange location.
  - Prepare aerial map exhibits including addresses and property lines.
  - Prepare PowerPoint presentation.
  - Prepare handouts and comment cards for distribution.
- Facilitate public meeting
- Collect and summarize comment responses, provide summary to City.

## **NEXT STEPS IN PROJECT DEVELOPMENT**

Upon completion of the above plan, Kimley-Horn, in partnership with City staff, will develop scope and fee based on resident feedback regarding project concerns.

## **CLOSING**

On behalf of the entire Kimley-Horn team, we sincerely appreciate the opportunity to serve you and the City on such an important outreach initiative. Please do not hesitate to contact me at (214) 420-5600 or [Brad.Tribble@kimley-horn.com](mailto:Brad.Tribble@kimley-horn.com) should you have any further questions or comments.

Sincerely,

Brad Tribble, P.E.  
Project Manager

# Public Outreach Action Plan

City of Rockwall - Summit Ridge / South Lakeshore Drive



## Tentative Schedule

Key Task Name	June				July					August				September				
	Week 1	Week 2	Week 3	Week 4	Wk 1	Week 2	Week 3	Week 4	Week 5	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Wk 5
<b>Traffic Counts</b>	★																	
<b>Public Input Survey</b>																		
Development																		
Notification (Electronic)																		
Distribution (Hard Copy)																		
Survey Response Collection																		
<b>Public Meeting</b>																		
Notification (Electronic or Mail)																		
Meeting																		
Summarization of Responses																		
<b>Scope and Fee</b>																		
Development (Including Staff Review)																		
Council Packet																		
Council Meeting																		
Notice to Proceed																		

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Honorable Mayor and City Council Members  
**FROM:** Kristy Ashberry, City Secretary / Assistant to the City Manager  
**SUBJECT:** Work Session re: golf carts  
**DATE:** July 2, 2015

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The topic of 'golf carts' use was discussed at the June 15 city council meeting. At that time, Council directed staff to schedule a work session on this topic before possibly moving forward with adoption of an ordinance. This requested work session agenda item has been included on the July 6 meeting agenda, as well as a related Action Item. The Action Item contains a draft ordinance from City Attorney Frank Garza.

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**MINUTES**  
**ROCKWALL CITY COUNCIL**  
**Monday, June 15, 2015**  
**4:00 p.m. Regular City Council Meeting**  
**City Hall, 385 S. Goliad, Rockwall, Texas 75087**

**I. CALL PUBLIC MEETING TO ORDER**

Mayor Pruitt called the meeting to order at 4:00 p.m. Present were Mayor Jim Pruitt, and City Council Members David White, Mike Townsend, Scott Milder, Kevin Fowler and John Hohenshelt. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs, and City Attorney Frank Garza. Mayor Pro Tem Dennis Lewis was absent.

**II. WORK SESSION**

1. Hold a work session to discuss Rockwall County Thoroughfare Planning update and the status of SH 205 Planning and take any action necessary.

Mayor Pruitt called forth Public Works Director, Tim Tumulty, to hear an update from him regarding this item. Mr. Tumulty stated that the Rockwall County Road Consortium has been updating the master thoroughfare plan and handed out copies of their draft update to council. Mr. Tumulty explained that he and City Manager Rick Crowley have a meeting the following day after the meeting with Rockwall County and their consultants, Innovative Transportation Solutions, Inc. (ITS), to discuss suggestions from the city. He went on to explain some of the concerns and suggestions that would be proposed so that their thoroughfare plan matches what the city's currently shows.

Staff reviewed the document and proposed some changes to the plan. The section of FM 3097 from Tubbs Road to FM 549 was left as a two lane roadway and should match the four lane divided road shown from FM 740 to Tubbs Road. The section of FM 3097 from IH 30 to FM 740 needs to reflect a four lane undivided as it is today. FM 549 from SH 276 to FM 3097 shows it to be a six lane divided thoroughfare. There is a question regarding if it needs to be a six lane or four lane road from SH 205 to FM 3097. FM 3549 shows to be a four lane divided road from IH 30 to the north city limits line. John King Boulevard is shown as a six lane thoroughfare. FM 552 from SH 205 to our east city limits has been reduced from a six lane divided roadway to a four lane divided roadway. SH 66 from John King Boulevard to our east city limits line has been reduced from a six lane divided thoroughfare to a four lane divided roadway. This map also shows SH 205 from downtown Rockwall to John King Boulevard reduced to a four lane divided roadway. SH 276 from SH 205 to our east City limits line remains a six lane divided thoroughfare.

Councilmember David White stated that the one project he is most concerned about is the north 205 project and felt that the city has made it clear what they would like to see. General discussion and statements from City Manager Rick Crowley took place, and there was no further action concerning this work session discussion item.

48                   2. Hold work session to discuss IH-30 ramp addition (near Ridge Road) and other  
49                   roadway improvements, and take any action necessary.

50   **City Manager Rick Crowley gave brief background information on this work session item**  
51   **and explained that the I-30 ramp near Ridge Road is an onramp that would occur prior to**  
52   **Horizon Drive. He thinks that it's a project that has previous funding authorization from**  
53   **the city. Mr. Crowley stated that there are concerns about the cost of the engineering of**  
54   **the project and that the city will be looking at more cost effective alternatives.**

55   **The other project associated with this agenda item is primarily Rochelle Road. Council**  
56   **has communicated with several residents of the City of Fate and the City of Rockwall, as**  
57   **well as the school district. Mr. Crowley went on to say that the road is in poor condition**  
58   **and that he estimates the improvements would be around \$400K dollars. He indicated**  
59   **that this amount happens to be the amount that the county would be able to help with**  
60   **and that if the council will consider the funds from the county, the project could move**  
61   **forward.**

62   **Mr. Crowley went on to say that a couple of things to keep in mind are that the proposed**  
63   **amount would not result in the ultimate road improvements being made for that stretch**  
64   **of Rochelle Rd., but it would improve it enough to make it a safer road for the residents**  
65   **and the school district. The project could be promising if the City of Fate would agree to**  
66   **do their portion of the road and Rockwall do their own with the help of the county**  
67   **funding. Hehe stated he would like to get council feedback on their thoughts.**

68   **Councilmember David White explained that he felt none of the projects on Rochelle Rd.**  
69   **would benefit the citizens of the City of Rockwall, and he would rather spend the money**  
70   **on a city project in the city limits. He went on to state that eventually future developers**  
71   **would improve the road.**

72   **Councilmember Hohenshelt asked if the \$400K being proposed would only get the road**  
73   **to a base function. Mr. Tumulty answered the question by giving council the various**  
74   **improvements that would take place such as cement and asphalt, explaining these would**  
75   **not accommodate heavy trucks. Mr. Crowley added that the City of Fate is planning to**  
76   **budget for their cost in the upcoming budget year.**

77   **Councilmember Milder indicated that he was in support of partnering with other agencies**  
78   **for a mutual benefit.**

79   **Councilmember Townsend asked if a future developer came through, would the**  
80   **improvements made to the road with the \$400K dollars have to be redeveloped. City**  
81   **Engineer Tim Tumulty indicated that they would more than likely tear out the road and re-**  
82   **develop it at that point. Councilmember Townsend went on to express that he would hate**  
83   **for the city to pay the money for a temporary road, only to see it get torn out later for**  
84   **future development.**

85   **Councilmember Hohenshelt made a motion to direct staff to pursue discussion with the**  
86   **county and City of Fate regarding the usage of \$400K of funds on Rochelle Rd. with the**  
87   **contingency that if the land east of Rochelle Rd. is purchased that those funds would not**  
88   **be spent. Councilmember Townsend seconded the motion, which passed by a vote of 5**  
89   **in favor with 1 against (White).**  
90

91                   3. Hold work session with the Parks & Recreation Advisory Board to discuss and  
92                   consider Parks and Recreation Business Plan Strategic Initiatives, and take any  
93                   action necessary.

94 Mayor Pruitt called forth Parks and Recreation Board President, Brad Bassett, to hear a  
95 presentation concerning this item.

96 Mr. Bassett started by introducing Park Board members present - Bob Lewis, Larry  
97 Denny, and Ray Harton. He then went on to state that the strategic initiatives proposed  
98 were unanimously approved by the board, and he went on with the presentation.

99 Councilmember Townsend and Milder expressed ideas of developing the city's website  
100 in the future and possibly having a full-time, in house marketing staff person to further  
101 the development of these projects. City Manager Rick Crowley indicated that nothing like  
102 that has been budgeted as of right now, this would be open to suggestions at a later date.

103 Councilmember Townsend made a motion to approve the strategic direction of the Parks  
104 & Recreation board as presented. Councilmember White seconded the motion. The  
105 motion passed unanimously of council present (Lewis absent).

106 Councilmember Townsend made another motion to direct staff to purchase the proposed  
107 software with a budget amendment. Councilmember Milder seconded the motion. The  
108 motion passed unanimously of council present.

109 Following Work Session item #3, the city council recessed into Executive Session.  
110 Mayor Pruitt read the following discussion items into the public record for discussion.  
111 The public meeting was recessed at 5:04 p.m.

### 112 113 III. EXECUTIVE SESSION

114  
115 THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS  
116 THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT  
117 CODE:

- 118 1. Discussion regarding the city's concession agreement with Suntex Marina / Suntex  
119 RHCL Marina, LLC pursuant to Section § 551.071 (Consultation with Attorney)
- 120 2. Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071  
121 (Consultation with Attorney)
- 122 3. Discussion regarding purchase or lease of real property / land acquisition in the vicinity  
123 of the downtown area for municipal purposes pursuant to Section § 551.072 (Real  
124 Property).
- 125 4. Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall  
126 pursuant to Section 551.071 (Consultation with Attorney).
- 127 5. Discussion regarding Eclipse Fitness LLC and DRZW Holdings LTD vs. City of Rockwall,  
128 Texas pursuant to Section 551.071 (Consultation with Attorney).
- 129 6. Discussion regarding possible development-related legal claim in the vicinity of Bourne  
130 Street pursuant to Section 551.071 (Consultation with Attorney)
- 131 7. Discussion regarding appointment of city council subcommittees and board liaisons  
132 pursuant to Section, §551.074 (Personnel Matters).

### 133 134 IV. ADJOURN EXECUTIVE SESSION

135  
136 Executive Session adjourned at 5:57 p.m.

**V. RECONVENE PUBLIC MEETING**

Mayor Pruitt reconvened the public meeting at 6:00 p.m. with all councilmembers present with the exception of Mayor Pro-Tem Lewis, who was absent.

**VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

No action was taken as a result of Executive Session.

**VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER TOWNSEND**

Councilmember Townsend delivered the invocation and led the Pledge of Allegiance.

**VIII. OPEN FORUM**

Mayor Pruitt explained how this portion of the meeting is conducted and asked if anyone would like to come forth and speak during this time.

**Forrest Fenwick**  
**2715 Promenade Harbor**  
**Rockwall, TX 75087**

Ms. Fenwick brought materials to pass out to council regarding takeline maintenance and concerns. Ms. Fenwick went on to state that she has general concerns that shortly after the homes that were built in 2004, the City of Rockwall began maintenance of a small meadow area including mowing. Over the years the mowing has been kept up, but the maintenance of the area under the trees has not been done. Beyond that, she has more concerns about snakes in that area. She went on to ask that these areas continue to be kept up to avoid this problem. She then thanked council for their time to hear her concerns.

**Charles Miller**  
**821 Zion Hill Circle**  
**Rockwall, TX 75087**

Mr. Miller came forth to express concerns about the pot holes on the 549/Hwy 30 access road. City Manager Rick Crowley clarified that those areas are state roadways. Mr. Miller then urged the city to suggest to the appropriate authorities that the problem be fixed. Mayor Jim Pruitt thanked Mr. Miller for his comments and mentioned that a city staff member would be following up with him the next day regarding these concerns.

**IX. CONSENT AGENDA**

1. Consider approval of the minutes from the June 1, 2015 regular city council meeting, and take any action necessary.
2. P2015-022 - Consider a request by Mike Whittle on behalf of Rockwall Rental Properties, LP for the approval of a replat for Lot 11 & 12, Block 2, Alliance Addition, Phase 2 being a 1.420-acre parcel of land currently identified as Lots 1 & 10, Block 2, Alliance Addition, Phase 2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District

189 57 (PD-57) for Commercial (C) District land uses, addressed as 6505 &  
190 6525 FM-3097, and take any action necessary.

191 **Councilmember White made a motion to approve all Consent Agenda items (#1 and 2).**  
192 **Councilmember Milder seconded the motion. The motion passed unanimously of council**  
193 **present (Lewis absent).**

194  
195 **X. APPOINTMENTS**

196  
197 1. Appointment with the Planning and Zoning Chairman to discuss and  
198 answer any questions regarding cases on the agenda and related issues  
199 and take any action necessary.

200 **Craig Renfro, Chair of the Planning & Zoning Commission, came forth and briefed the**  
201 **city council on recommendations of the Commission relative to items on tonight's city**  
202 **council meeting agenda. The council took no action concerning this agenda item.**

203 2. Appointment with Mr. Jack Youngkin to hear about the "International  
204 Campaign for Compassionate Cities" and to discuss and consider  
205 approval of a resolution affirming the "Charter for Compassion," and take  
206 any action necessary.

207 **Mayor Jim Pruitt first noted that this item has nothing to do with Section 8 housing in any**  
208 **way. He then called Jack Youngkin forward to hear a presentation regarding this item.**  
209 **Mr. Youngkin started by introducing his colleague, Dr. Charles Barker, who is also a**  
210 **board member of the Richardson Interfaith Alliance. Mr. Youngkin then proceeded with a**  
211 **presentation regarding the program. Dr. Barker then came forward to give a brief**  
212 **background of the proposed charter and adoption of the initiative.**

213 **Councilmember Townsend expressed concerns regarding what the city's role would be**  
214 **and thinks that we can change an atmosphere, and city and people's hearts and minds,**  
215 **but that we don't necessarily need government to do it. He believes that government will**  
216 **change when people change and added that he would like to see actions come from the**  
217 **citizens out in the community itself.**

218 **No formal action was taken on this item.**

219 3. Appointments to hear concerns related to city ordinance regulations  
220 contained in Chapter 6, Article VI, Sec. 6-162(b) (regarding the prohibition  
221 of owning or keeping chickens, ducks, turkeys, geese, peacocks, or  
222 guinea hens within the corporate limits of the city except in agricultural  
223 zoned districts), and take any action necessary.

224 a) Paul and Leah Freese,  
225 **943 Lexington Drive, Rockwall, TX**

226 **Mayor Jim Pruitt called upon Mr. & Mrs. Freese to hear their concerns on this item. Mrs.**  
227 **Freese gave a short presentation in favor of amending the current city ordinance to allow**  
228 **for chickens in the city limits.**

229 b) Mike Dean,  
230 **947 Lexington Drive, Rockwall, TX**

231 **Mr. Dean came forward in opposition of any change to the ordinance.**

232

233 c) Brent Polunsky,  
234 955 Lexington Drive, Rockwall, TX  
235 Mr. Polunsky came forward as the Turtle Cove HOA President in opposition of allowing  
236 any changes to the current ordinance prohibiting chickens.  
237 d) Sharon Worthy – Ms. Worthy was not able to attend the meeting.  
238 e) Ben Weible,  
239 215 Trout Street, Rockwall, TX  
240 Mr. Weible came forward in support of possibly changing the current ordinance,  
241 expressing that this particular issue should be taken to the Turtle Cove HOA.  
242 Thomas Gaili – Came forward in opposition of changing the ordinance.  
243 645 Stafford Circle  
244 Rockwall, TX 75087  
245  
246 Gina Celii – Came forward in opposition of changing the ordinance.  
247 667 Turtle Cove Blvd.  
248 Rockwall, TX 75087  
249  
250 Candace Jefcoat – Came forward in opposition of changing the ordinance.  
251 3115 Lakeside Drive  
252 Rockwall, TX 75087  
253  
254 Roman Linane – Came forward in support of changing the ordinance.  
255 919 Lexington Drive  
256 Rockwall, TX 75087  
257  
258 Nathan Sellers – Came forward in support of changing the ordinance.  
259 4053 Bass Rd.  
260 Rockwall, TX 75032  
261  
262 Nell Welborn – Came forward in opposition of changing the ordinance.  
263 810 Lake Meadows Circle  
264 Rockwall, TX 75087  
265  
266 Jay Bedford – Came forward in opposition of changing the ordinance.  
267 301 N. Alamo  
268 Rockwall, TX 75087  
269  
270 Bree McClusky – Came forward in support of changing the ordinance.  
271 4053 Bass Rd.  
272 Rockwall, TX 75032  
273  
274 Heather Canun – Came forward in support of changing the ordinance.  
275 784 Berrymore Drive  
276 Rockwall, TX 75087  
277  
278 Councilmember White expressed that he would be in favor of a possible change.  
279



Councilmembers Milder and Mayor Pruitt expressed that they have concerns regarding what sized lot would be allowed to have chickens if the ordinance is changed.

Councilmember Hohenshelt asked City Attorney, Frank Garza, a question regarding if the HOA already had a regulation prohibiting chickens, and the city changed it, could the HOA still prohibit them. Mr. Garza informed council that the HOA could indeed still prohibit chickens in their subdivision.

General discussion took place, and no action was taken.

4. Appointment with Chris Johnson to discuss changes to the Unified Development Code that would allow the operation of a Portable Beverage or Food Service Facility under a Specific Use Permit, and take any action necessary.

Indication was given that Councilmember Milder would be recusing himself from this item.

Mayor Pruitt called Mr. Johnson forth to speak on this item. Mr. Johnson generally expressed that he would like to request a variance to be able to operate a food truck longer than 150 days at 803 N. Goliad Street, which is Councilmember Milder's lot. He explained that Councilmember Milder has granted him permission for use of this property. He went further to explain that the menu and type of food being served hasn't been decided on yet. He would also like to partner with the Rockwall High School Culinary program to give some of the students an opportunity to work in this venue and that they would be giving a portion of profits to the RHS Culinary Program. He gave examples of what the trailer would look like and expressed that there would be paving, tables and umbrellas for seating as well as some possible outdoor games such as horseshoes.

Planning and Zoning Director, Robert LaCroix, explained that if the item comes back at direction of council, there would be an ordinance change, and the SUP chart would also change.

Councilmember White made a motion to send the item back to modify the UDC for the operation of a portable food facility, with the exception of the requested timeframe with the stipulation that the timeframe could be extended if needed. Councilmember Townsend seconded the motion. The motion passed by a vote of 4 ayes, 1 against (Pruitt), 1 abstention (Milder) and 1 absent (Lewis).

5. Appointment with representative(s) of Core Adventure Sports to discuss and consider entering into a contract with the City for the purpose of providing Stand-up Paddle Board services within the take line lease area at The Harbor and the SH 66 Public Boat Ramp, and take any action necessary.

Mayor Pruitt called forth Dean People and Stephanie Olsen to speak on this item. Mr. People gave a brief update on his company and its vision.

Mayor Pruitt expressed general concern about the area at the SH 66 Boat Ramp because he feels that ramp is not a park and is specifically used as a boat ramp only.

Councilmember Milder stated that he would be in favor of this activity being offered to citizens but shares Mayor Pruitt's thought that it should not be allowed at the SH 66 Boat Ramp.

Councilmember Milder made a motion to enter into a contract with Core Adventure Sports for the purpose of providing Stand-up Paddle Board services in the takeline lease area at The Harbor. Councilmember White seconded the motion, which passed unanimously of council (Lewis absent).

## **XI. PUBLIC HEARING ITEMS**

1. **Z2015-017** - Hold a public hearing to discuss and consider a request by Jonathan Hake of Cross Engineering Consultants, Inc. on behalf of the owner Kenneth R. Smith of K. R. Smith Holdings, LLC for the approval of an **ordinance** for a Specific Use Permit for Commercial Amusement/Recreation (Outside) to allow a baseball training facility to be constructed on a six (6) acre tract of land identified as Tract 4-07 of the N. Butler Survey, Abstract No. 20, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 By-Pass Corridor Overlay (SH-205 BY-OV) District, located on the north side of Airport Road west of the intersection of Airport Road and John King Boulevard, and take any action necessary **[1st Reading]**.

Planning Director Robert LaCroix gave a brief history of this item and provided a site plan to council. He stated that the complex is intended for select team training. One of the concerns expressed is related to the lighting at the complex. The applicant did indicate they would use a max height of 50 feet on the light poles. They have also made arrangements to get their FFA clearance.

Mayor Pruitt opened the public hearing and asked if anyone would like to come forth and speak.

**Kenneth Smith**  
**3888 N. SH 205**  
**Rockwall, TX**

Kenneth Smith came forth to speak on this item and explained his vision for this facility. He indicated it would be a two story building with a workout area, arcade, concession stand and pro shop. He further explained that it would include a turf field.

Following public comment, Councilmember Townsend made a motion to approve the SUP for Commercial Amusement/Recreation for a baseball training facility. Councilmember White seconded the motion, which passed unanimously of council (Lewis absent). The ordinance was read as follows:

**ORDINANCE NO. 15-18**  
**SPECIFIC USE PERMIT NO. S-138**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) ALLOWING FOR A COMMERCIAL AMUSEMENT/RECREATION FACILITY (OUTDOOR) AND MORE SPECIFICALLY A BASEBALL TRAINING FACILITY, WITHIN A COMMERCIAL (C) DISTRICT, BEING A SIX (6) ACRE TRACT OF LAND IDENTIFIED AS TRACT 4-07 OF THE N. BUTLER SURVEY, ABSTRACT NO. 20, AND GENERALLY LOCATED ON THE NORTHWEST QUADRANT OF AIRPORT ROAD AND JOHN KING BOULEVARD, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' AND AS DEPICTED IN EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

2. **Z2015-018** - Hold a public hearing to discuss and consider a request by Herman Douglas Utley for the approval of an **ordinance** for a zoning change from a Single Family Estate 2.0 (SFE-2.0) District to a Single Family Estate 1.5 (SFE-1.5) District for a 4.502-acre tract of land identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass (SH-205 BY OV) District, addressed as 1815 E. Old Quail Run Road, and take any action necessary. **[1st Reading]**

**Planning Director Robert LaCroix gave a brief history on this item. He indicated that notices went out to adjacent property owners, but none have been received back.**

**Mayor Pruitt opened the public hearing and asked if anyone would like to come forth and speak. Seeing no one, he closed the public hearing.**

**Councilmember Townsend made a motion to approve Z2015-018. Councilmember Milder seconded the motion, which passed unanimously of council. The ordinance was read as follows:**

**CITY OF ROCKWALL  
ORDINANCE NO. 15-19**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [~~ORDINANCE NO. 04-38~~] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED SO AS TO FURTHER AMEND THE ZONING MAP TO ADOPT A CHANGE IN ZONING FROM A SINGLE-FAMILY ESTATE 2.0 (SFE-2.0) DISTRICT TO A SINGLE-FAMILY ESTATE 1.5 (SFE-1.5) DISTRICT FOR A 4.502-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

## XII. ACTION ITEMS

1. MIS2015-002 - Discuss and consider a request by David Smith of the Rockwall Housing Development Corporation for the approval of a special exception to allow a manufactured home for the purpose of providing emergency housing on a 0.27-acre parcel of land identified as Lot 984A of Rockwall Lake Estates #2 Addition, City of Rockwall, Rockwall County, Texas, addressed as 112 Chris Drive, and to consider a city initiated request for the approval of a special exception to allow for manufactured homes for the purpose of providing emergency housing on other lots currently owned by the City of Rockwall, zoned Planned Development District 75 (PD-75) [Ordinance No. 09-37], located within the Lake Rockwall Estates Subdivision, and take any action necessary.

**City Manager Rick Crowley gave council a brief update on the status of the homes in the Lake Rockwall Estates area that recently flooded. He explained that, of the four residents that receive funding, one other property owner owns several lots but has not come to terms with if he is able to move back into the home. He is getting help from Helping Hands. Other homeowners have stated that they do not have a desire to return to their homes.**

Fire Chief Mark Poindexter stated that the water had subsided a great deal, but it is still too deep, so the road remains closed at this time. There is potential for more flooding in the coming days with the future weather forecast.

The applicant, David Smith of RHDC, came forward to speak on this item and update council on the condition of the current homes. He stated that there are still two homeowners that are displaced and understand their homes were located in a flood plain. They are currently living at the Super 8 Motel short-term. Mr. Smith asked council to authorize the City Manager's office to send the designated organization a letter so that the families can be placed in better homes.

Mayor Pruitt asked what would happen to the trailer homes, if approved, after they are no longer needed.

City Manager Rick Crowley stated that he believed the city could find a spot on city land to park them after they are no longer being used as well as find a spot for them to go when the families move in.

Mr. Smith explained that the private corporation has a financing period that will take 60-90 days along with a planning period and a construction phase. FEMA also has the stipulation that the trailers be owned for at least 18 months by the municipality.

Councilmember Townsend made a motion to approve MIS2015-002 and give staff direction to send a letter to ask for the assistance. Councilmember White seconded the motion, which passed unanimously of council.

2. **P2015-021** - Discuss and consider a request by Jay Bedford of A. J. Bedford Group, Inc. on behalf of the owners G. Kent and Kay Loy Smith for the approval of a final plat for Lots 1-4, Block A, Breezy Hill Estates being a 7.873-acre tract of land identified as Lots 10-13, Breezy Hill (Unrecorded), Rockwall County, Texas, situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located on property currently addressed as 575 Breezy Hill Lane, and take any action necessary.

Planning Director Robert LaCroix gave a brief update on this item. He explained that the tract is located on Breezy Hill and is in the city's ETJ. The applicant would like to sell these tracts of land. Two tracts of land would have street frontage access but do not have street front drives. He stated that the Planning & Zoning Commission approved this item.

Mr. A.J. Bedford, 301 N. Alamo Drive, Rockwall, came forth to address council and give a brief update on their intentions with said properties.

Councilmember Townsend made a motion to approve P2015-021. Councilmember Milder seconded the motion. It passed unanimously of council present (Lewis absent).

3. **Z2015-014** - Discuss and consider approval of an ordinance for a request by Cole Franklin of the Skorburg Company on behalf of the owner of the Lonnie Gideon Estate for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 29.192-acre tract of land identified as a portion of Tract 1-01 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the 205 By-Pass Corridor Overlay (205 BY-OV) District, located at the northeast corner of the intersection of E. Quail Run Road and John King Boulevard, and take any action necessary. **(1st Reading)**

475 Mayor Jim Pruitt called representatives forth to deliver a presentation they would like to  
476 give.

477 Cole Franklin with the Skoburg Company came forward to address council and briefly  
478 updated council on the intentions for the requested zoning change. He stated that they  
479 do not meet the 20% open space requirement, but the proposal does have alternatives  
480 included, such as a small park and a swimming pool/amenities center. He explained the  
481 benefits of what's being proposed.

482 Mayor Jim Pruitt called forth two citizens wishing to address council on this item.

483 John Yingling & Lynelle Yingling  
484 570 E. Quail Run Rd  
485 Rockwall, TX 75087

486 Mr. and Mrs. Yingling generally expressed concerns with allowing variances and urged  
487 the council to please follow the guidelines for the current comprehensive plan as it  
488 relates to open space.

489 Mayor Pruitt asked Mr. LaCroix what the comprehensive plan calls for in this area. Mr.  
490 LaCroix explained that in 2007, they took those policies and tried to work them into the  
491 code, and council had the ability to take various factors into consideration. It was  
492 ultimately decided that the area would call for a mixed use of lots and specificity density.

493 Nick Grant  
494 1569 E. Quail Run Rd.  
495 Rockwall, TX 75087

496 Mr. Grant asked that council not approve this item for failure to meet the guidelines of  
497 the current comprehensive plan.

498 Mike Larriviere  
499 1425 E. Quail Run  
500 Rockwall, TX 75087

501 Mr. Larriviere stated that he is in opposition of this item.

502 Councilmember White made a motion to approve Z2015-014 to include a playground  
503 area. Councilmember Hohenshelt seconded the motion, which passed with 5 ayes, 1 nay  
504 (Townsend), and 1 absent (Lewis).

505 The ordinance was read as follows:

506 CITY OF ROCKWALL  
507 ORDINANCE NO. 15-XX  
508

509 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING  
510 THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL,  
511 AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL  
512 (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT XX (PD-77) FOR SINGLE FAMILY 10  
513 (SF-10) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 29.192-ACRE TRACT  
514 OF LAND IDENTIFIED AS A PORTION OF TRACT 1-01 OF THE S. R. BARNES SURVEY,  
515 ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY  
516 DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING  
517 FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS  
518 (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING  
519 FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.  
520

521 4. Discuss and consider approval of an **ordinance** adding Sections 26-290  
522 to 260-297 "Operation of Golf Carts" to Chapter 26. Motor Vehicles and  
523 Traffic, Article IV. Bicycles, Golf Carts and Play Vehicles, Division 5 of



524 the Municipal Code of Ordinances to authorize the operation of golf carts  
525 within the city limits, and take any action necessary. **(1st reading)**

526 **Mayor Pruitt called forth citizens wishing to address council on this item.**

527  
528 **Jim Smith & Shirley Smith**  
529 **609 Amherst**  
530 **Rockwall, TX**

531 **Mr. & Mrs. Smith came forth to address council on proposed revisions to the ordinance.**  
532 **They gave extensive recommendations as specified in an email sent to council in**  
533 **advance of the meeting**

534 **Councilmember Fowler felt that having an ordinance with regulations would be too**  
535 **restrictive. Councilmember Milder felt that there should be some regulations related to**  
536 **drivers of golf carts needing to have a valid driver's license.**

537 **Councilmember White asked Assistant Chief Riggs if the police department gets very**  
538 **many complaints about reckless driving and younger drivers on golf carts. Chief Riggs**  
539 **indicated that there may be a few calls a year, but they are more specifically about**  
540 **younger drivers in general, not necessarily that they are driving recklessly.**

541 **Mayor Pruitt made a motion to table this item for work session discussion before it**  
542 **comes back for an action item and vote. Councilmember Townsend seconded the**  
543 **motion, which passed by a vote of 5 ayes,1 nay (White) and 1 absent (Lewis).**

544 **5. Discuss and consider update related to an erosion control project located**  
545 **near 2065 Lake Forest Drive, and take any action necessary.**

546 **City Engineer Tim Tumulty gave a brief update and background information on this item,**  
547 **explaining that erosion is slowly moving toward this home and toward the retaining wall**  
548 **near the back part of this property. He indicated that the city is ready to put out an open**  
549 **bid on this project on July 9<sup>th</sup>. Once bids are returned, staff would look for a direction**  
550 **from council to move forward. He added that the estimated cost of the project would be**  
551 **around \$200K.**

552 **Councilmember Hohenshelt asked if the resident, Mr. Carol, would be willing to allow**  
553 **access. Mr. Tumulty stated that access through the resident's property would not be**  
554 **possible. No formal action was taken.**

555 **6. Discuss and consider the provisions of Chapter 12. Businesses & Sales,**  
556 **Article XII. Ambulance Service of the Code of Ordinances, and take any**  
557 **action necessary.**

558 **Mayor Jim Pruitt explained the he doesn't think he and Mayor Pro Tem Lewis are ready to**  
559 **make a recommendation, and since Lewis is absent tonight, he would like to update**  
560 **council in two weeks.**

561 **Councilmember White made a motion to table this item until the next regular council**  
562 **meeting. Councilmember Townsend seconded, which passed unanimously of council.**

563 **7. Discuss and consider survey results and options related to the city's solid**  
564 **waste collection contract, and take any action necessary.**

565 **Assistant City Manager Mary Smith gave a brief update and background information on**  
566 **this item and further expressed that the current vendor, Allied Waste Management, would**  
567 **need to be notified by July 3<sup>rd</sup> regarding the city's intentions are concerning the contract.**



568 **Mr. Rick Bernas of Allied Waste Management stated he would like the opportunity to sit**  
569 **down with the city to negotiate another 5 year extension.**

570  
571 **Dick Demien, Progressive Waste**  
572 **1240 Coastal Drive**  
573 **Rockwall, TX**

574 **Mr. Demien generally explained that he is a competitor of Allied Waste Management and**  
575 **services several other cities in the area. He would like the opportunity to bid for this**  
576 **contract.**

577 **Councilmember Milder stated that he feels that the council owes it to the citizens in**  
578 **Rockwall to go out for an RFP to see what the options are.**

579 **Mayor Jim Pruitt made a motion to send the letter to Allied to allow for the possibility of**  
580 **an RFP and give them 45 days to talk with staff and come up with a proposal before**  
581 **deciding if the city wants to move forward with the RFP process. This motion failed for**  
582 **lack of a second.**

583 **Councilmember Hohenshelt made a motion to go out for competitive bid.**

584 **Councilmember Townsend asked City Attorney Frank Garza to clarify the difference**  
585 **between the two motions. Frank Garza stated that a letter has to be sent to notify the**  
586 **current provider that the city is not prepared to stay with the same contract. He then**  
587 **clarified that a letter would need to be sent either way under both motions that were**  
588 **made previously.**

589 **Councilmember Milder then made a motion to second Councilmember Hohenshelt's**  
590 **motion to go out for competitive bid. The motion failed by a vote of 3 ayes and 3 nays**  
591 **(Townsend, White, and Pruitt against) with 1 absent (Lewis).**

592 **Councilmember Milder made a motion to send the letter to Allied to allow for the**  
593 **possibility of an RFP and give them 45 days to talk with staff and come up with a**  
594 **proposal before deciding if the city wants to move forward with the RFP process.**  
595 **Councilmember David White seconded the motion, which passed by a vote of 4 ayes,2**  
596 **nays (White and Hohenshelt) and 1 absent (Lewis).**

597 **8. Discuss and consider amendments to the natural and/or quarried stone**  
598 **requirement stipulated by the overlay district standards contained in**  
599 **Article V, District Development Standards, of the Unified Development**  
600 **Code, and take any action necessary.**

601 **Planning Director Robert LaCroix gave brief background information on this item. He**  
602 **explained the differences between the materials of stone being proposed. He stated that**  
603 **an ordinance would come back before council for future consideration if this item is**  
604 **approved.**

605 **Councilmember White made motion to move forward with the ordinance change and**  
606 **recommendations by the Planning and Zoning Commission as presented.**  
607 **Councilmember Townsend seconded the motion, which passed by a vote of 5 ayes, 1 nay**  
608 **(Milder) and 1 absent (Lewis)**

609 **9. Discuss and consider options related to providing public restrooms in the**  
610 **downtown area, and take any action necessary.**

611 **Assistant City Manager Brad Griggs gave a brief update on this item, explaining that the**  
612 **best option at this time would be to utilize the public building at The Center for**  
613 **downtown events such as Farmers Market and the San Jacinto Music Series. This cost**

614 would be around \$2K, and directional signs would be placed to let the public know where  
615 restrooms are available.

616 **No action was taken on this item.**

617           **10.**     Discuss and consider an update related to public parking signage at The  
618 Harbor, and take any action necessary.

619 **Mayor Jim Pruitt explained that he added this item to the agenda due to a recent event at**  
620 **The Harbor, Cars for CASA. He explained that there was general confusion as to where**  
621 **people could park, and he feels that the signs that are out there now don't adequately**  
622 **direct people to the city's available parking at Trend Tower. Mayor Pruitt suggested that**  
623 **getting a larger sign on the building so that traffic can be directed to the parking garage**  
624 **would help.**

625 **Councilmember Hohenshelt stated that he would like to see city signage along the public**  
626 **road access leading up to the building and then a larger sign on the garage itself.**

627 **Mayor Pruitt made a recommendation for staff to negotiate with Trend Tower to move**  
628 **forward with signage on the garage.**

629           **11.**     Discuss and consider maintenance within the take line area, and take any  
630 action necessary.

631 **Mayor Pruitt gave a brief update on the background of this item. He expressed that there**  
632 **is general confusion as to whose responsibility it is to clean up debris and trees from the**  
633 **takeline area if there is not a lease on the property. He stated that he would like to give**  
634 **staff direction as to how to answer questions and phone calls from those that would like**  
635 **the city to clean up these areas because he would like there to be a consistent way of**  
636 **handling it. He then went on to say that the residents that do have leases on the takeline**  
637 **do clean up that area, but others that do not have a lease expect the city to do it.**

638 **Councilmember White asked staff where the \$350 dollars per year goes that the city**  
639 **collects from the takeline leases. Assistant City Manager, Brad Griggs explained that it**  
640 **goes into the Recreation Development fund. He further explained that the \$350 per year**  
641 **is to pay for the cost of the Neighborhood Improvement Services Department to rent a**  
642 **boat and take care of the maintenance of dangerous areas along the takeline.**

643 **Councilmember Hohenshelt asked for clarification on what such maintenance really**  
644 **includes - if it includes trees or other trash and things that float up to the takeline. City**  
645 **Manager Rick Crowley clarified that the maintenance could include both if the city is**  
646 **required to do regular maintenance.**

647 **Mr. Crowley explained that he would like the ability to determine if the debris is a danger**  
648 **and needs to be taken down.**

649 **Councilmember Townsend asked who mows the lots that are not leased. Brad Griggs**  
650 **explained that it's up to the property owner to mow, but if they don't, the land returns to**  
651 **its natural state. Councilmember Townsend asked who can determine if trees are**  
652 **dangerous. City Manager Rick Crowley stated that if a tree is already in the process of**  
653 **dying or is in a state that it could fall on someone, it's his opinion that the city should go**  
654 **in and have it removed.**

655 **Council's suggestion for staff was to determine on a case-by-case basis if trees are**  
656 **dangerous enough for the city to handle. City Manager Rick Crowley stated he would get**  
657 **the cost related documents together for council to review.**

658

From the Executive Session discussion items below, Mayor Pruitt then read #7 into the record before recessing the meeting into Executive Session at 10:27 p.m.

**XIII. EXECUTIVE SESSION**

**THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT CODE:**

1. Discussion regarding the city's concession agreement with Suntex Marina / Suntex RHCL Marina, LLC pursuant to Section § 551.071 (Consultation with Attorney)
2. Discussion regarding possible legal claim related to Oncor pursuant to Section 551.071 (Consultation with Attorney)
3. Discussion regarding purchase or lease of real property / land acquisition in the vicinity of the downtown area for municipal purposes pursuant to Section § 551.072 (Real Property).
4. Discussion regarding status of Rockwall Harbor Landing, Inc. vs. City of Rockwall pursuant to Section 551.071 (Consultation with Attorney).
5. Discussion regarding Eclipse Fitness LLC and DRZW Holdings LTD vs. City of Rockwall, Texas pursuant to Section 551.071 (Consultation with Attorney).
6. Discussion regarding possible development-related legal claim in the vicinity of Bourne Street pursuant to Section 551.071 (Consultation with Attorney)
7. Discussion regarding appointment of city council subcommittees and board liaisons pursuant to Section, §551.074 (Personnel Matters).

**XIV. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS RESULT OF EXECUTIVE SESSION**

**Mayor Pruitt reconvened the public meeting at 10:37 p.m. and there was no action taken.**

**XV. ADJOURNMENT**

**Mayor Pruitt adjourned the meeting at 10:40 p.m.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,**

**THIS 6<sup>th</sup> DAY OF JULY, 2015.**

\_\_\_\_\_  
**Jim Pruitt, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jacky Casey, Assistant City Secretary**

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## CITY OF ROCKWALL

### ORDINANCE NO. 15-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED SO AS TO FURTHER AMEND THE ZONING MAP TO ADOPT A CHANGE IN ZONING FROM A SINGLE-FAMILY ESTATE 2.0 (SFE-2.0) DISTRICT TO A SINGLE-FAMILY ESTATE 1.5 (SFE-1.5) DISTRICT FOR A 4.502-ACRE TRACT OF LAND IDENTIFIED AS TRACT 1 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Herman Douglas Utley for the approval of an amendment to the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall to adopt a change in zoning from a Single-Family Estate 2.0 (SFE-2.0) District to a Single-Family Estate 1.5 (SFE-1.5) District for a 4.502-acre tract of land identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, and more specifically described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [*Ordinance No. 04-38*] should be amended as follows:

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

**Section 1.** That the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, Texas, as heretofore amended, be and the same are hereby amended by amending the zoning map of the City of Rockwall so as to change the zoning of the *Subject Property* from an Agriculture (AG) District to a Single-Family Estate 2.0 (SFE-2.0) District; and

**Section 2.** That the *Subject Property* shall be used only in the manner and for the purposes provided for a *Single-Family Estate (SF-E) District* in *Section 1.1, "Use of Land and Buildings,"* of *Article IV, "Permissible Uses"* and *Section 3.2, "Single-Family Estate (SF-E/1.5, 2.0, 4.0) District,"* of *Article V, "District Development Standards,"* of the *Unified Development Code* of the City of Rockwall as heretofore amended, as amended herein by granting of this zoning change, and as maybe amended in the future;

**Section 3.** That the official zoning map of the City be corrected to reflect the changes in the

zoning described herein.

**Section 4.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**Section 5.** If any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.

**Section 6.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other ordinances of the City of Rockwall not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ON THIS THE 6<sup>TH</sup> DAY OF JULY, 2015.**

\_\_\_\_\_  
Jim Pruitt, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Ashberry, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, City Attorney

1<sup>st</sup> Reading: June 15, 2015

2<sup>nd</sup> Reading: July 6, 2015



## Exhibit 'A': Legal Description

### PROPERTY DESCRIPTION

Being a 4.502 acre tract of land situated in the S.R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas and being all that certain tract of land described in deed to Herman D. Utley, as recorded in Instrument No. 2006-00358812, Deed Records, Rockwall County, Texas and all that certain tract of land described in deed to Herman Douglas Utley, as recorded in Volume 3555, Page 93, said Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a found 60 penny nail in E. Quail Run Road at the common west corner of said Utley tract (3555/93) and Lot 1, Block A, of the D.R. Taylor Addition, recorded in Cabinet E, Slide 317, Plat Records, Rockwall County, Texas, said 60 penny nail being on the east line of the remainder of that certain tract of land described in deed to Lannie L. Gideon, as recorded in Volume 307, Page 256, said Deed Records;

THENCE along said E. Quail Run Road and the common line of said Utley tract (3555/93) and said Gideon tract the following bearings and distances:

North, a distance of 144.96 feet to a found 60 penny nail;

North 03 degrees 22 minutes 44 seconds East, a distance of 103.15 feet to a found 60 penny nail from which a found 5/8-inch iron rod bears North 32 degrees 43 minutes 46 seconds East, a distance of 13.60 feet and a found 1/2-inch iron rod bears South 87 degrees 53 minutes 27 seconds East, a distance of 17.69 feet;

North 09 degrees 16 minutes 45 seconds East, a distance of 86.44 feet to a found 60 penny nail at the common west corner of said Utley tracts, from which a found 1/2-inch iron rod bears South 89 degrees 39 minutes 46 seconds East - 25.41 feet;

THENCE along aforesaid E. Quail Run Road and the common line of said Utley tract (2006-00358812) and aforesaid Gideon tract the following bearings and distances:

North 13 degrees 45 minutes 03 seconds East, a distance of 134.53 feet;

North 04 degrees 57 minutes 27 seconds East, a distance of 130.01 feet;

North 02 degrees 16 minutes 19 seconds East, a distance of 113.06 feet to a point from which a found 5/8-inch iron rod bears North 02 degrees 54 minutes 26 seconds East, a distance of 31.67 feet;

North 30 degrees 51 minutes 27 seconds East, a distance of 72.24 feet;

North 69 degrees 46 minutes 15 seconds East, a distance of 98.85 feet;

North 86 degrees 17 minutes 03 seconds East, a distance of 67.89 feet to a point from which a found 1/2-inch iron rod bears North 07 degrees 24 minutes 57 seconds East, a distance of 4.98 feet, said point being the common corner of aforesaid Utley tract (2006-00358812) and that certain tract of land described in deed to Lannie L. Gideon, as recorded in Volume 307, Page 259, aforesaid Deed Records and that certain tract of land described in deed to Hilda Kouvellis and husband, Peter Kouvellis, as recorded in Volume 1881, Page 115, said Deed Records;

THENCE South along the common line of said Utley tract (2006-00358812) and said Gideon tract (307/259), passing a found 1/2-inch iron rod at the common east corner of said Utley tracts at a distance of 473.91 feet and continuing along the common line of said Utley tract (3555/93) and said Gideon tract (307/259) a total distance of 916.66 feet to a point from which a found 1/2-inch iron rod bears North 57 degrees 25 minutes 40 seconds West, a distance of 0.69 of one foot, said point being the common east corner of said Utley tract (3555/93) and aforesaid Lot 1;

THENCE North 67 degrees 32 minutes 31 seconds West along the common line of said Utley tract (3555/93) and said Lot 1, passing a found 1/2-inch iron rod at a distance of 260.05 feet and continuing a total distance of 287.04 feet to the POINT OF BEGINNING and containing 196,096 square feet or 4.502 acres of land.

THIS IS TO DECLARE that on this date a survey was made on the ground, under my direction and supervision of the above described tract of land.

There are no visible conflicts, visible evidence of easements or rights-of-way, or protrusions, except as shown, and that this date the easements, rights-of-way or other locatable matters of record of which the undersigned has knowledge or has been advised are as shown or noted hereon.

The subject property does not appear to lie within the limits of a 100-year flood hazard zone according to the Map published by the Federal Emergency Management Agency, and has a Zone "X" Rating as shown by Map No. 480543 00030 B, dated SEPTEMBER 17, 1980. The statement that the property does or does not lie within a 100-year flood zone is not to be taken as a representation that the property will or will not flood. This survey is not to be used for construction purposes and is for the exclusive use of Foundation Mortgage and Commonwealth Title only and this survey is made pursuant to that one certain title commitment under the GF number 2252000072, provided by the title company named hereon.

### NOTES:

CM = CONTROLLING MONUMENT.

SUBJECT PROPERTY IS NOT AFFECTED BY THE FOLLOWING:

(10e)-EASEMENT, VOL. 80, PG. 123, VOL. 110, PG. 792, R.P.R.R.C.T.

(10f)-EASEMENT, VOL. 82, PG. 358, R.P.R.R.C.T.

(10g)-EASEMENT, VOL. 913, PG. 20, R.P.R.R.C.T.

(10h)-EASEMENT, VOL. 908, PG. 10, R.P.R.R.C.T.

THE BEARINGS FOR THIS SURVEY ARE BASED ON DEEDS RECORDED IN VOLUME 3555, PG. 93 AND IN INSTRUMENT NO. 2006-00358812, D.R.R.C.T.

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**Exhibit 'B':**  
*Zoning Exhibit*





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**CITY OF ROCKWALL**

**ORDINANCE NO. 15-18**

**SPECIFIC USE PERMIT NO. S-138**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) ALLOWING FOR A COMMERCIAL AMUSEMENT/RECREATION FACILITY (OUTDOOR) AND MORE SPECIFICALLY A BASEBALL TRAINING FACILITY, WITHIN A COMMERCIAL (C) DISTRICT, BEING A SIX (6) ACRE TRACT OF LAND IDENTIFIED AS TRACT 4-07 OF THE N. BUTLER SURVEY, ABSTRACT NO. 20, AND GENERALLY LOCATED ON THE NORTHWEST QUADRANT OF AIRPORT ROAD AND JOHN KING BOULEVARD, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' AND AS DEPICTED IN EXHIBIT 'B'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a request has been made by Jonathan Hake of Cross Engineering Consultants, Inc. on behalf of the owner Kenneth R. Smith of K. R. Smith Holdings, LLC for the approval of a Specific Use Permit (SUP) allowing for a *Commercial Amusement/Recreation Facility (Outdoor)* and more specifically a baseball training facility, within a Commercial (C) District, being a six (6) acre tract of land identified as Tract 4-07 of the N. Butler Survey, Abstract No. 20, and generally located on the northwest quadrant of Airport Road and John King Boulevard, City of Rockwall, Rockwall County, Texas, and more specifically described in Exhibit 'A' and as depicted in Exhibit 'B' of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code of the City of Rockwall should be amended as follows:

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

**Section 1.** That the Unified Development Code [Ordinance No. 04-38] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit

(SUP) allowing for a *Commercial Amusement/Recreation Facility (Outside)* and more specifically a baseball training facility within a Commercial (C) District for the *Subject property*, and

**Section 2.** That the *Subject Property* shall be used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance granted herein and shall be subject to the conditions set forth in *Article IV, Permissible Uses, Section 2.1.5 Recreation, Entertainment and Amusement Use Conditions*, and *Article V, District Development Standards, Section 4.5 Commercial (C) District*, of the *City of Rockwall Unified Development Code [Ordinance No. 04-38]* as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future, and shall be subject to the additional following conditions:

## **2.1 Operational Conditions**

The following conditions pertain to the operation of the Commercial Amusement/Recreation Facility (Outdoor) on the Subject Property and conformance to these stipulations is required for continued operations:

- 1) That adherence to Engineering and Fire Department standards is required.
- 2) That the lighting levels are generally not to exceed the levels established in the preliminary photometric plan submitted for this site in order to contain spill over lighting and glare on adjacent properties, and that the illumination will generally not exceed an average of 50-FC as indicated on such plan.
- 3) That the heights for the lighting pole standards are not to exceed a maximum overall height of 50-ft (includes pole, base, fixtures, etc.).
- 4) That submittal and approval of a site plan (to include approval of a photometric plan), engineering plans, and final plat are required prior to issuance of a certificate of occupancy.
- 5) That written clearance from the Federal Aviation Administration (FAA) shall be provided to the City indicating approval of the maximum height for the light pole standards, the maximum intensity regarding glare produced from the lighting, and any other requirement deemed necessary for the safety of air traffic to and from the Rockwall Municipal Airport.
- 6) That the City Council reserves the right to review the Specific Use Permit (SUP) any time after the effective date of this ordinance.

**Section 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**Section 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

**Section 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of TWO THOUSAND DOLLARS (\$2,000.00) for each offence and each and every

day such offense shall continue shall be deemed to constitute a separate offense.

**Section 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 6<sup>th</sup> DAY OF July, 2015.**

\_\_\_\_\_  
Jim Pruitt, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Ashberry, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, City Attorney

1st Reading: 06-15-15

2nd Reading: 07-06-15

Exhibit 'A'

LEGAL DESCRIPTION

All that certain lot, tract or parcel of land situated in the N. BUTLER SURVEY, ABSTRACT NO. 20, City of Rockwall, Rockwall County, Texas, and being all of that tract of land as described in a Warranty deed from Brewer Properties, LP to Rockwall Property Corporation, dated July 7, 2006 and being recorded in Volume 4667, Page 101 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner at the northeast corner of Lot 4, Block A, of COLUMBIA PARK ADDITION, BLOCK A, LOT 4, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet H, Slide 329 of the Plat Records of Rockwall County, Texas;

THENCE S. 62 deg. 32 min. 11 sec. E. a distance of 654.99 feet to a 3/8" iron rod found for corner;

THENCE S. 69 deg. 44 min. 24 sec. E a distance of 14.21 feet to a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE S. 00 deg. 22 min. 33 sec. W. a distance of 290.21 feet to a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in the north right-of-way of Airport Road per Volume 5913, Page 123 of the Official Public Records of Rockwall County, Texas;

THENCE N. 89 deg. 07 min. 11 sec. W. along said right-of-way line, a distance of 596.53 feet to a ½" iron rod found for corner at the southeast corner of Lot 4, Block A;

THENCE N. 00 deg. 22 min. 33 sec. E. along the east boundary line of said Lot 4, Block A, a distance of 588.04 feet to the POINT OF BEGINNING and containing 261,360 square feet or 6.00 acres of land.



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# CITY OF ROCKWALL

## CITY COUNCIL MEMO

**AGENDA DATE:** 07/06/2015

**APPLICANT:** Harold Fetty, *H. D. Fetty Land Surveyor, LLC*

**AGENDA ITEM:** **P2015-019**; *Lots 1 & 2, Block A, Utley Addition*

---

### **SUMMARY:**

Discuss and consider a request by Harold Fetty of H. D. Fetty Land Surveyor, LLC on behalf of the owner Doug Utley for the approval of a final plat for Lots 1 & 2, Block A, Utley Addition 4.49-acre parcel of land currently identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass Overlay (SH 205 BY-OV) District, addressed as 1751 & 1815 E. Old Quail Run Road, and take any action necessary.

### **PLAT COMMENTS:**

- ✓ The objective of this request is to subdivide a 4.49-acre tract of land into two (2) residential parcels of land. After the required roadway dedication of 0.55-acres, the parcels will be 1.82-acres and 2.12-acres. Both parcels will conform to the standards of the Single Family Estate 1.5 (SFE-1.5) District.
- ✓ The second reading for a zoning ordinance (*i.e. Case No. Z2014-018*) that will change the zoning of the subject property from Single Family Estate 2.0 (SFE-2.0) to Single Family Estate 1.5 (SFE-1.5) is scheduled to be on the consent agenda at the July 6, 2015 City Council meeting. This plat will be placed on the action items agenda at the same meeting to ensure that the approvals for this case are chronologically correct.
- ✓ The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for final plats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### **RECOMMENDATIONS:**

Staff recommends approval of the final plat for *Lots 1 & 2, Block A, Utley Addition* in conformance with the following conditions of approval:

- 1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- 2) Any construction resulting from the approval of this *final plat* shall conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION:**

On June 30, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the final plat by a vote of 5-0, with Commissioners Conley and Logan absent.

6/17/2015

# City of Rockwall

## Project Plan Review History



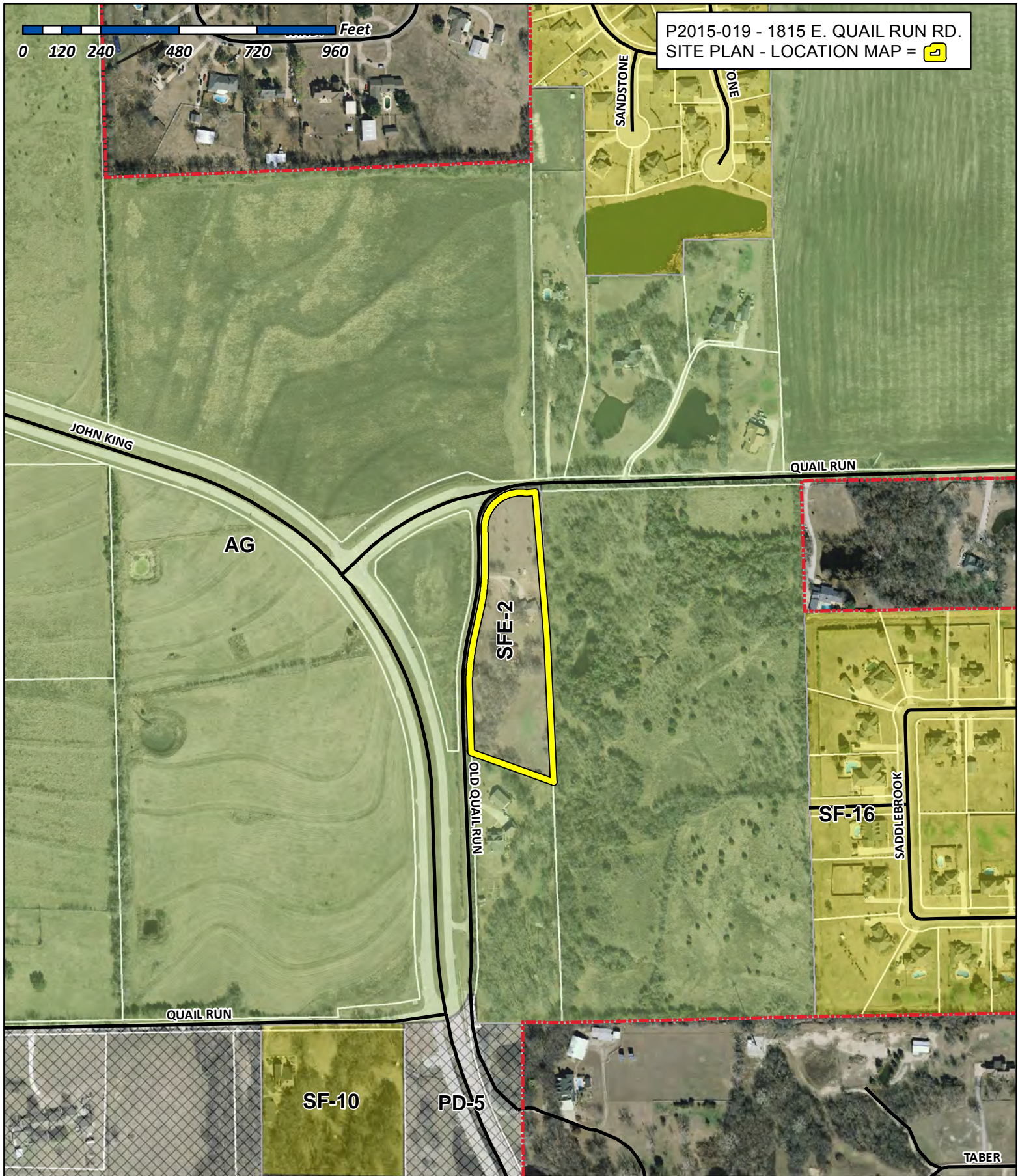
<b>Project Number</b>	P2015-019	<b>Owner</b>	DOUG UTLEY	<b>Applied</b>	5/15/2015	LM
<b>Project Name</b>	Lots 1 & 2, Block A, Utley Addition	<b>Applicant</b>	DOUG UTLEY	<b>Approved</b>		
<b>Type</b>	PLAT			<b>Closed</b>		
<b>Subtype</b>	FINAL			<b>Expired</b>		
<b>Status</b>	STAFF REVIEW			<b>Status</b>	5/15/2015	LM

<b>Site Address</b>	<b>City, State Zip</b>	<b>Zoning</b>
1815 OLD E QUAIL RUN RD	,	
<b>Subdivision</b>	<b>Tract</b>	<b>Block</b>
D R TAYLOR ADDITION	1	
		<b>Lot No</b>
		1
		<b>Parcel No</b>
		0013-0000-0001-00-OR
		<b>General Plan</b>

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	5/15/2015	5/22/2015	6/17/2015	33	APPROVED	
ENGINEERING	Amy Williams	5/15/2015	5/22/2015	5/18/2015	3	COMMENTS	
FIRE	Ariana Hargrove	5/15/2015	5/22/2015	5/20/2015	5	APPROVED	
GIS	Lance Singleton	5/15/2015	5/22/2015	6/17/2015	33	APPROVED	
PLANNING	Ryan Miller	5/15/2015	5/22/2015	6/17/2015	33	APPROVED W/ CONDITIONS	See Comments

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
P2015-019 (Lots 1 & 2, Block A, Utley Addition): Please address the following comments (M= Mandatory Comments; I = Informational Comments).						
I.1 This is a request for the approval of a final plat for Lots 1 & 2, Block A, Utley Addition being a 4.49-acre tract of land identified as Tract 1 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas, zoned Single-Family Estate 2.0 (SFE-2.0) District, situated within the SH-205 By-Pass Corridor Overlay (SH-205 BY-OV) District, and located on property currently addressed as 1815 E. Old Quail Run Road.						
I.2 For questions or comments concerning this case please contact Ryan Miller in the Planning Department at (972) 772-6441 or email rcmler@rockwall.com.						
M.3 For reference, include the case number (P2015-019) in the lower right hand corner of all pages on future submittals.						
M.4 Please change the title block as follows:						
Final Plat						
Utley Addition						
Lots 1 & 2, Block A						
Two (2) Lot Being						
4.49-Acres or 195,661 SF						
Situated Within the SR Barnes Survey, Abstract No. 13						
City of Rockwall, Rockwall County, Texas						
M.5 The location of the development is required to be tied to a Rockwall monument, or tie two (2) corners to state plane coordinates (NAD 83 State Plane Texas, North Central [7202] US Survey Feet).						
M.6 Indicate the site location on the vicinity map.						
M.7 Indicate a 50-foot minimum front yard building setback.						
M.8 Indicate the points for the line segments for the adjust property line (i.e. after dedication).						
M.9 Check legal description. I think that the fourth paragraph of the legal description where 442.75 is referenced that it is actually referring to 449.04.						
I.10 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested. Revisions for this case will be due on June 30, 2015; however, it is encouraged for applicants to submit revisions as soon as possible to give staff ample time to review the case prior to the June 30, 2015 Planning & Zoning Meeting.						
I.11 The projected City Council Meeting date and subsequent approval for this plat is July 6, 2015.						





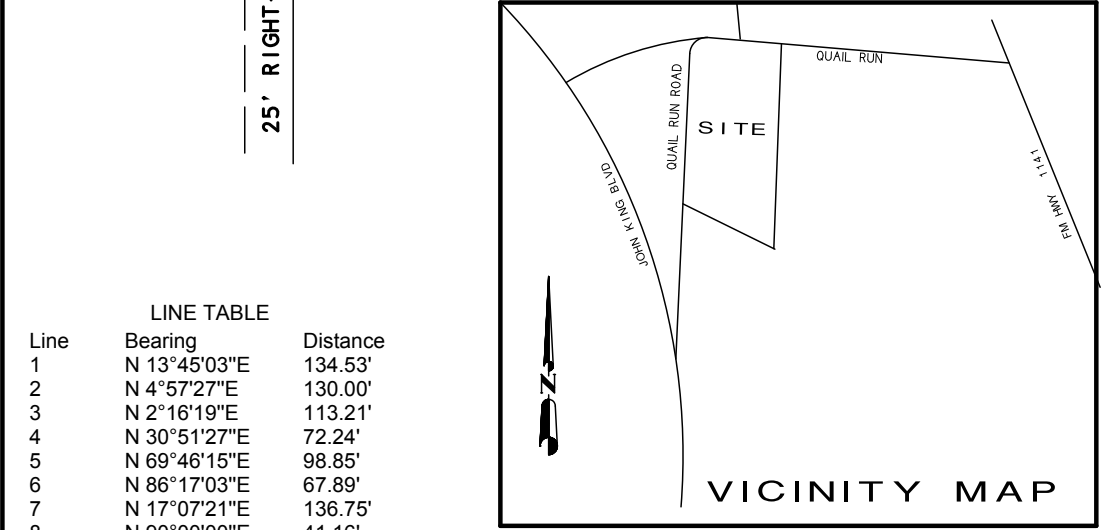
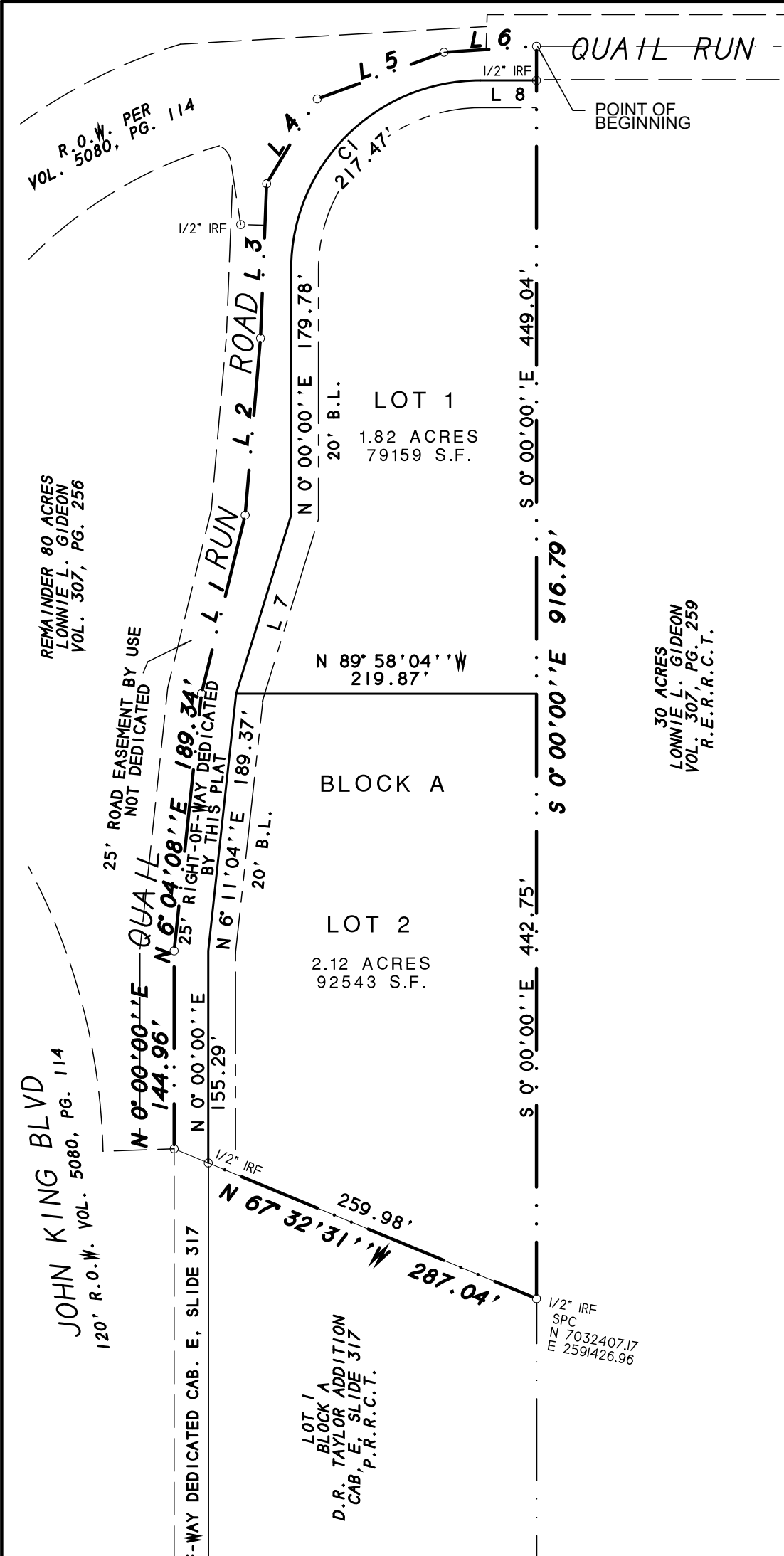
# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75032  
 (P): (972) 771-7745  
 (W): [www.rockwall.com](http://www.rockwall.com)

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.







LINE TABLE					
Line	Bearing	Distance			
1	N 13°45'03"E	134.53'			
2	N 4°57'27"E	130.00'			
3	N 2°16'19"E	113.21'			
4	N 30°51'27"E	72.24'			
5	N 69°48'15"E	98.85'			
6	N 86°17'03"E	67.89'			
7	N 17°07'21"E	136.75'			
8	N 90°00'00"E	41.16'			

CURVE DATA					
Curve	Delta Angle	Radius	Arc	Tangent	Chord
1	90°00'00"	138.45	217.47	138.45	195.79

Chord Bearing
N 45°00'00"E

NOTES

- According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C0030L dated SEP 26, 2008, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
- BEARING SOURCE: CITY OF ROCKWALL CONTROL MONUMENT SYSTEM.
- ALL 1/2" IRS ARE CAPPED WITH YELLOW PLASTIC CAPS "RPLS 5034."

STATE OF TEXAS  
COUNTY OF ROCKWALL

OWNER'S CERTIFICATE  
(Public Dedication)

WHEREAS, HERMAN D. UTLEY, BEING the Owner of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:

All that certain lot, tract or parcel of land situated in the S.R. BARNES SURVEY, ABSTRACT NO. 13, City of Rockwall, Rockwall County, Texas, and being all of a 2.172 acres tract of land as described in a Warranty deed from Brenda J. Bradley to Herman D. Utley, as recorded in Volume 4664, Page 273, of the Official Public Records of Rockwall County, Texas, and also being all of a 2.33 acres tract of land as described in a Warranty deed from Veronica Utley to Herman Douglass Utley, as recorded in Volume 3555, Page 33 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the center of Quail Run Road, at the northeast corner of said 2.172 acres tract of land;

THENCE S. 00 deg. 00 min. 00 sec. E. along the east line of said 2.172 acres tract, at 442.75 feet pass a 1/2" iron rod found for corner at the southeast corner of same and the northeast corner of said 2.33 acres tract, and continuing for a total distance of 916.79 feet to a 1/2" iron rod found for corner at the southeast corner of said 2.33 acres tract and at the northeast corner of Lot 1, Block A, D.R. Taylor Addition, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet E, Slide 317 of the Plat Records of Rockwall County, Texas;

THENCE N. 67 deg. 32 min. 31 sec. W. along the north line of Lot 1, a distance of 287.04 feet to a 1/2" iron rod found for corner in the center of Quail Run Road;

THENCE in a northerly direction along the center of Quail Run Road, as follows:

N. 00 deg. 00 min. 00 sec. E. a distance of 144.96 feet; N. 06 deg. 04 min. 08 sec. E. a distance of 189.34 feet; N. 13 deg. 45 min. 03 sec. E. a distance of 134.53 feet; N. 04 deg. 57 min. 27 sec. E. a distance of 130.00 feet; N. 02 deg. 16 min. 19 sec. E. a distance of 113.21 feet; N. 30 deg. 51 min. 27 sec. E. a distance of 72.24 feet; N. 69 deg. 48 min. 15 sec. E. a distance of 98.85 feet; N. 86 deg. 17 min. 03 sec. E. a distance of 67.89 feet to the POINT OF BEGINNING and containing 195,661 square feet or 4.49 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as UTLEY ADDITION, an Addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the subdivision have been notified and signed this plat.

I understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same.

I also understand the following:

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of th eir respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maint aining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
- The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, sto rm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer an d/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as p rogress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exaction's made herein.

HERMAN D. UTLEY

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared HERMAN D. UTLEY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, as required under Ordinance 83-54.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold D. Fetty, III  
Registered Professional Land Surveyor No. 5034



RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission Date \_\_\_\_\_

APPROVED

I hereby certify that the above and foregoing plat of UTLEY ADDITION, an addition to the City of Rockwall, Texas, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mayor, City of Rockwall City Secretary City of Rockwall

City Engineer Date \_\_\_\_\_

FINAL PLAT  
**UTLEY ADDITION**  
4.49 ACRES OR 195,661 S.F.  
( 2 LOTS )

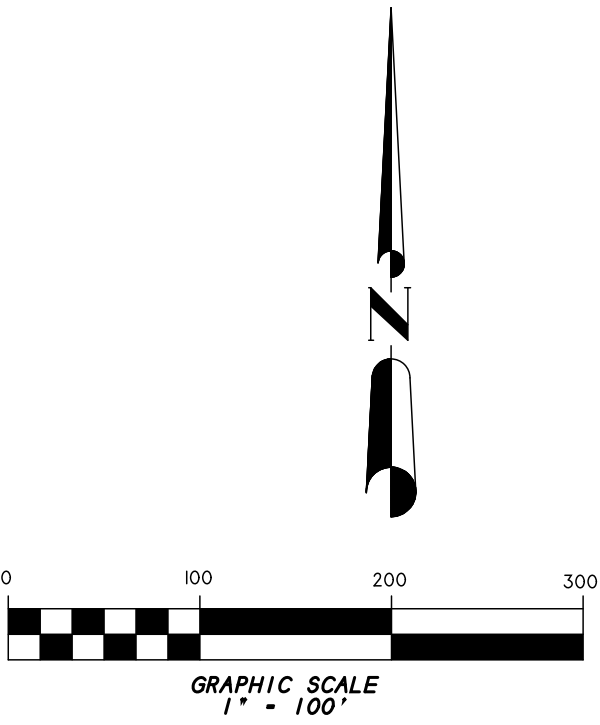
S.R. BARNES SURVEY, A-13  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER:  
HERMAN DOUG UTLEY  
1815 E. QUAIL RUN ROAD  
ROCKWALL, TEXAS 75087  
214-693-1246

H.D. Fetty Land Surveyor, LLC  
Firm Registration no. 101509-00  
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

SYMBOL LEGEND									
TV CABLE RISER	GAS METER	TEL PHONE RISER	PH FIRE HYDRANT	P2 POWER POLE	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER
ELEC ELECTRIC METER	ELEC ELECTRIC METER	BOX SUBSURFACE JUNCTION BOX	WATER METER	LP LIGHT POLE	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER	1/2" IRF IRON ROD FOUND AT CORNER
FENCE	EXHAUST LINE	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES	PROPERTY LINES

SURVEY DATE MAY 15, 2015  
SCALE 1" = 20' FILE # 20150133  
CLIENT UTLEY



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# CITY OF ROCKWALL

## CITY COUNCIL MEMO

**AGENDA DATE:** 07/06/2015

**APPLICANT:** Caprice Michelle, *Rustic Ranch, LLC*

**AGENDA ITEM:** **P2015-020**; *Lot 1, Block A, Rockwall Rustic Ranch Addition*

---

### **SUMMARY:**

Discuss and consider a request by Caprice Michelle of Rockwall Rustic Ranch, LLC for the approval of a replat for Lot 1, Block A, Rockwall Rustic Ranch Addition being a 0.53-acre parcel of land currently identified as Lot B, Block 123, B. F. Boydston Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential Office (RO) District uses, situated within the North Goliad Corridor Overlay (NGC OV) District, addressed as 406 N. Goliad Street, and take any necessary.

### **PLAT COMMENTS:**

- ✓ The objective of this request is to plat a 0.53-acre tract of land for the purpose of finalizing the rehabilitation of 406 N. Goliad Street. On October 6, 2014, the City Council approved *Ordinance No. 14-44 (SUP-127) [Case No. Z2014-026]* allowing for a *Restaurant (Less Than 2,000 SF)* to be established on the subject property. Additionally, Planned Development District 50 (PD-50) allows all uses permitted within a Residential-Office (RO) District. Currently, the applicant has not identified the proposed use for the subject property. A site plan *[Case No. SP2014-016]* for this facility changing the use from residential to commercial as required by Planned Development District 50 (PD-50) was approved by the Planning and Zoning Commission on August 12, 2014.
- ✓ At the Planning and Zoning Commission Work Session meeting held on May 26, 2015 the applicant expressed a desire to request a waiver to the cross access requirements stipulated by Planned Development District 50 (PD-50). Since this meeting, the applicant has withdrawn that request and has submitted a replat demonstrating conformance to all the technical requirements.
- ✓ The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for replats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### **RECOMMENDATIONS:**

Staff recommends approval of the replat for *Lot 1, Block A, Rockwall Rustic Ranch Addition* in conformance with the following conditions of approval:

- 1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;

- 2) Any construction resulting from the approval of this *replat* shall conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

#### **PLANNING AND ZONING COMMISSION:**

On June 30, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 5-0, with Commissioners Conley and Logan absent.





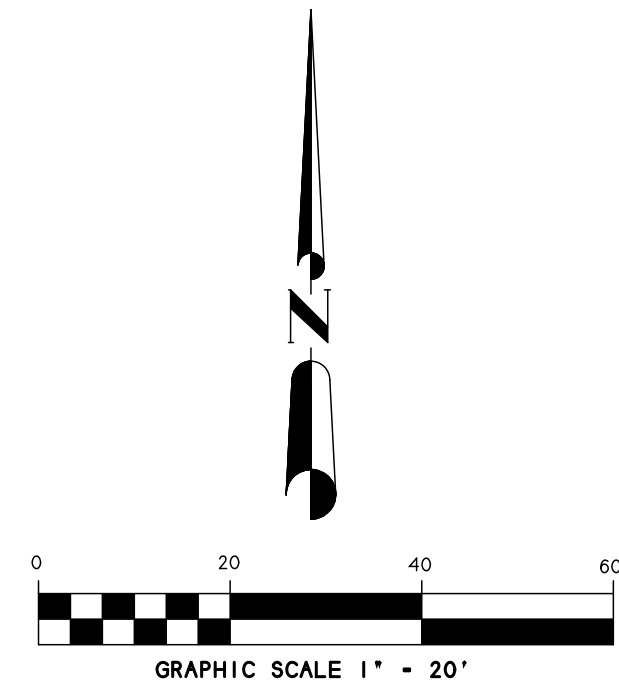
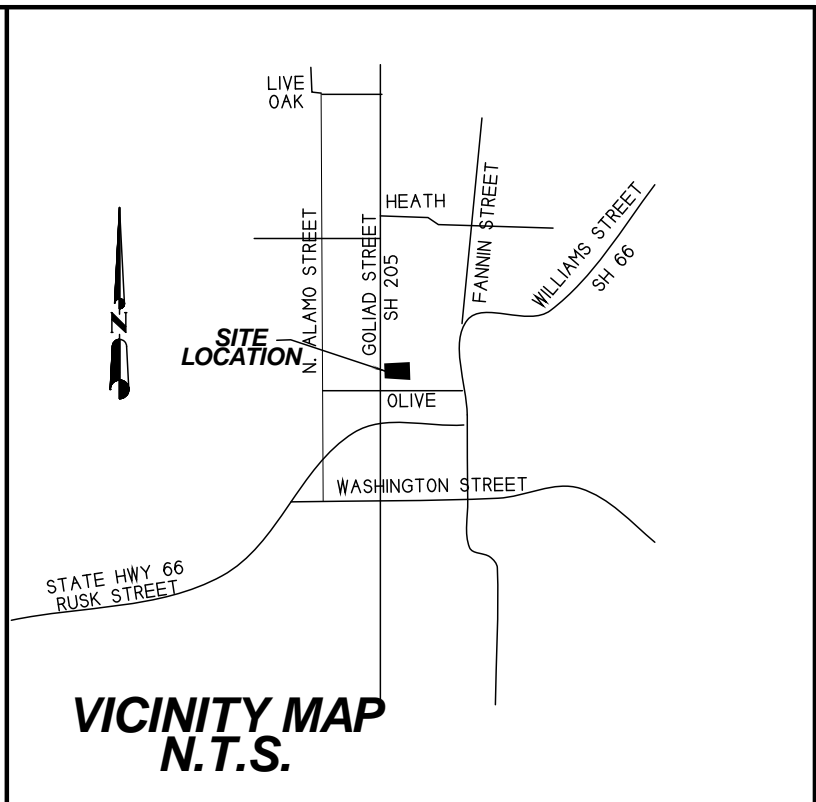
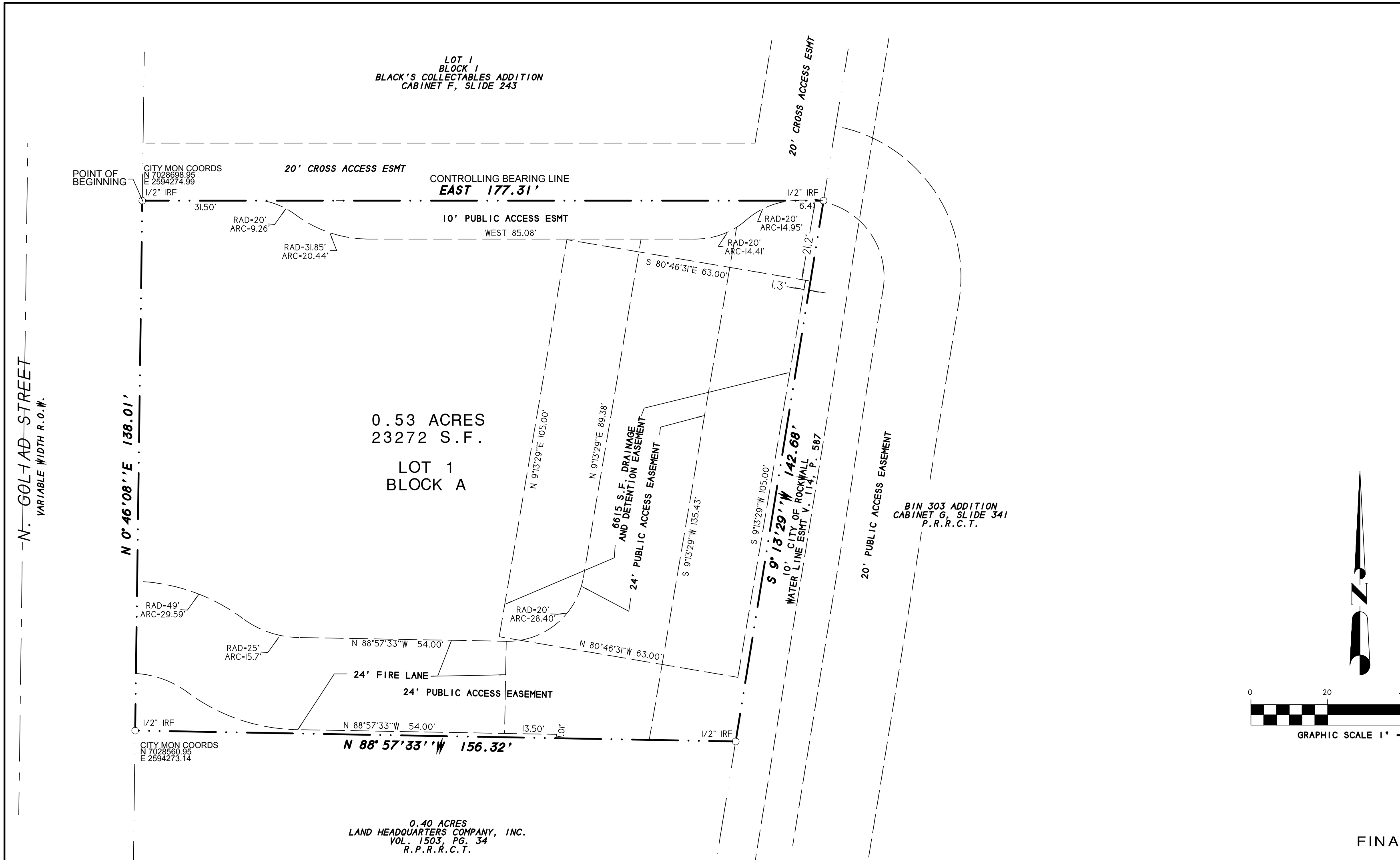
## City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75032  
(P): (972) 771-7745  
(W): [www.rockwall.com](http://www.rockwall.com)

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FINAL PLAT

# ROCKWALL RUSTIC RANCH ADDITION LOT 1, BLOCK A

ONE (1) LOT BEING  
23,272 S.F. OR 0.53 ACRES

SITUATED IN THE B.F. BOYDSTUN  
SURVEY, ABSTRACT NO. 14  
CITY OF ROCKWALL  
ROCKWALL COUNTY, TEXAS

OWNER:  
ROCKWALL RUSTIC RANCH, LLC  
CAPRICE MICHELLE  
1506 SIGNAL RIDGE PL  
ROCKWALL, TEXAS 75032  
214-789-7364

SHEET 1 OF 2

SURVEY DATE	JULY 18, 2014
SCALE	1" = 20'
CLIENT	CAPRICE
GF #	NONE

H.D. Fetty Land Surveyor, LLC  
6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

CITY CASE NO P2015-020

OWNER'S CERTIFICATE  
(Public Dedication)  
STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS, ROCKWALL RUSTIC RANCH, LLC, BEING THE OWNER OF A TRACT OF land in the B.F. BOYDSTUN SURVEY, ABSTRACT NO. 14, County of Rockwall, State of Texas, said tract being described as follows:

All that certain lot, tract or parcel of land situated in the B.F. BOYDSTUN SURVEY, ABSTRACT NO. 14, City of Rockwall, Rockwall County, Texas, and being all of a tract of land as described in a Warranty deed from Pink Dallas, LLC to Rockwall Rustic Ranch, LLC, dated June 10, 2014 and being recorded in Document number 2014000008099 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the northwest corner of said Rockwall Rustic Ranch, LLC tract, said point being in the east right-of-way line of State Highway 205 N. Goliad Street ( Variable width R.O.W.) and being at the southwest corner of Lot 1, Block A, BLACK'S COLLECTABLE ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet F, Slide 243 of the Plat Records of Rockwall County, Texas;

THENCE EAST along the south boundary line of said Black's Collectable Addition, a distance of 177.31 feet to a 1/2" iron rod found for corner at the southeast corner of same and in the west boundary line of BIN 303 ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet G, Slide 341 of the Plat Records of Rockwall County, Texas;

THENCE S. 09 deg. 13 min. 29 sec. W. along the west line of said Bin 303 Addition, a distance of 142.68 feet to a 1/2" iron rod found for corner at the northeast corner of a tract of land as described in a Warranty deed to Land Headquarters Company, Inc. as recorded in Volume 1503, Page 34 of the Plat Records of Rockwall County, Texas;

THENCE N. 88 deg. 57 min. 33 sec. W. a distance of 156.32 feet to a 1/2" iron rod found for corner in the east line of State Highway 205 N. Goliad Street;

THENCE N. 00 deg. 46 min. 08 sec. E. along the east line of said State Highway 205 N. Goliad Street, a distance of 138.01 feet to the POINT OF BEGINNING and containing 23,272 square feet or 0.53 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as ROCKWALL RUSTIC RANCH ADDITION an Addition to the City of Rockwall, Texas and whose name is subscribed hereto, hereby dedicated to the use of public forever all streets, alleys parks water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the subdivision have been notified and signed this plat.

I understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same.

I also understand the following:

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasional by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers and alleys, all according to the specifications of the City of Rockwall; or

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exaction's made herein.

for ROCKWALL RUSTIC RANCH, LLC \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared CAPRICE MICHELLE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas

My Commission Expires:

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III, R.P.L.S. No. 5034, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold D. Fetty, III  
Registered Professional Land Surveyor No. 5034



RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission \_\_\_\_\_

Date \_\_\_\_\_

APPROVED

I hereby certify that the above and foregoing plat of ROCKWALL RUSTIC RANCH ADDITION an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor, City of Rockwall \_\_\_\_\_

City Secretary City of Rockwall \_\_\_\_\_

City Engineer \_\_\_\_\_

Date \_\_\_\_\_

FINAL PLAT

ROCKWALL RUSTIC  
RANCH ADDITION  
LOT 1, BLOCK A

ONE (1) LOT BEING  
23,272 S.F. OR 0.53 ACRES

SITUATED IN THE B.F. BOYDSTUN  
SURVEY, ABSTRACT NO. 14  
CITY OF ROCKWALL  
ROCKWALL COUNTY, TEXAS

OWNER:  
ROCKWALL RUSTIC RANCH, LLC  
CAPRICE MICHELLE  
1506 SIGNAL RIDGE PL  
ROCKWALL, TEXAS 75032  
214-789-7364

SHEET 2 OF 2

SURVEY DATE JULY 18, 2014  
SCALE 1" = 20' FILE # 20140266-FP  
CLIENT CAPRICE GF # NONE

H.D. Fetty Land Surveyor, LLC

6770 FM 1565 ROYSE CITY, TX 75189 972-635-2255 PHONE tracy@hdfetty.com

CITY CASE NO P2015-020

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# CITY OF ROCKWALL

## CITY COUNCIL MEMO

**AGENDA DATE:** 07/06/2015

**APPLICANT:** Jimmy Strohmeier of Strohmeier Architects, Inc.

**AGENDA ITEM:** P2015-027 (Ridge/Summer Lee Addition – Replat)

---

### **SUMMARY:**

Discuss and consider a request by Jimmy Strohmeier of Strohmeier Architects, Inc. on behalf of Dr. Umar Burney of the North Dallas Rockwall Land Investors, LLC for the approval of a replat for Lot 3, Block A, Ridge/Summer Lee Addition being a replat of 1.6121-acre tract of land identified as Lot 2, Block A, Ridge/Summer Lee Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 9 (PD-9) for General Retail (GR) District land uses, located at the southwest corner of the intersection of Oak Drive and Summer Lee Drive, and take any action necessary.

### **COMMENTS:**

- The objective of the request is to replat a 1.6121-acre tract of land to establish the necessary easements in order to accommodate the development of this site.
- Conditional approval of this plat by the City Council shall constitute approval subject to the conditions listed in the Recommendations section below.
- With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the Subdivision Ordinance in the Municipal Code of Ordinances.

### **RECOMMENDATIONS:**

If the Planning & Zoning Commission and City Council choose to approve the request for final plat, staff would recommend the following conditions of approval:

A) All the technical comments from the Planning, Engineering and Fire Departments shall be addressed prior to the filing of this plat, including the following comments;

1. Adherence to Engineering and Fire Department standards.
2. Address all staff comments as listed in the Project Plan Review (see attached).

B) Any construction resulting from the approval of this final plat shall conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

### **PLANNING AND ZONING COMMISSION:**

On June 30, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 5-0, with Commissioners Conley and Logan absent.





## City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75032  
(P): (972) 771-7745  
(W): [www.rockwall.com](http://www.rockwall.com)

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.





RIDGE ROAD (F.M. 740)  
(VARIABLE WIDTH R.O.W.)

RALPH HALL  
PARKWAY  
(60' R.O.W.)

SUMMER LEE DRIVE  
(65' R.O.W.)

OAK DRIVE  
(VARIABLE WIDTH R.O.W.)

SKYLAR DR.

REPLAT OF COMMUNITY BANK  
OF ROCKWALL ADDITION  
CAB. "D", PG. 133

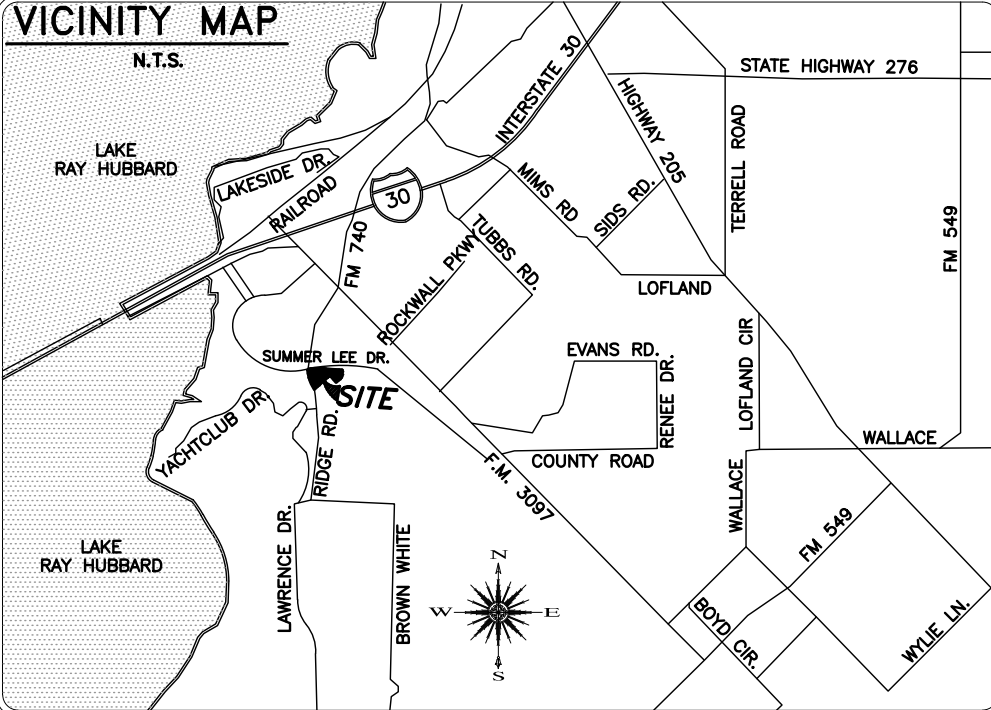
REPLAT OF COMMUNITY BANK  
OF ROCKWALL ADDITION  
CAB. "D", PG. 279

FLOOD NOTE:

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE ROCKWALL COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 48397C0040L, MAP REVISED, SEPTEMBER 26, 2008, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).

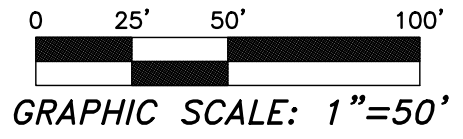
ZONE "X"(OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



NOTES:

THE BASIS OF BEARING AND ELEVATION DATUM FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON SITE.



Legend of Symbols & Abbreviations

- F.I.R. = FOUND IRON ROD
- R.O.W. = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- U.E. = UTILITY EASEMENT
- F.P.A.E. = FIRE & PUBLIC ACCESS EASEMENT
- S.W.D.D.E. = STORM WATER DETENTION/DRAINAGE EASEMENT
- DOC = DOCUMENT
- VOL. = VOLUME
- PG. = PAGE
- CAB. = CABINET

THE PURPOSE OF THIS REPLAT IS TO ADD EASEMENTS TO LOT 2, BLOCK A IN ORDER TO CREATE A DEVELOPABLE LOT.

REPLAT  
RIDGE/SUMMER LEE ADDITION  
LOT 2, BLOCK A

BEING ALL OF  
LOT 2, BLOCK A, OF THE RIDGE/SUMMER LEE ADDITION,  
RECORDED IN CABINET H, SLIDE 231  
P.R.R.C.T.  
SITUATED IN THE  
EDWARD TEAL SURVEY, ABSTRACT NO. 207  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER

NORTH DALLAS ROCKWALL  
LAND INVESTORS, LLC  
1005 West Ralph Hall Pky. Suite #233  
Rockwall, Texas 75032  
(972) 771-8111

SURVEYOR

MADDOX SURVEYING & MAPPING INC  
P.O. BOX 2109  
FORNEY, TEXAS 75126  
(972) 564-4416

1"=50'

5-22-15

SHEET 1 OF 2



OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS}  
COUNTY OF ROCKWALL}

That we the undersigned owner’s of the land shown on this plat, and designated herein as the **REPLAT OF THE RIDGE/SUMMER LEE ADDITION, LOT 2, BLOCK A** to the City of Rockwall, Texas, and whose name’s are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. we further certify that all other parties who have a mortgage or lien interest in the REPLAT OF THE  **RIDGE/SUMMER LEE ADDITION, LOT 2, BLOCK A** have been notified

We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwalls West regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall, or until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city’s engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

We further acknowledge that the dedications and/or exaction’s made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; We and our successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exactions made herein.

\_\_\_\_\_  
**UMAR BURNEY**  
NORTH DALLAS ROCKWALL LAND INVESTORS, LLC

STATE OF TEXAS  
COUNTY OF ROCKWALL  
Before me, the undersigned authority, on this day personally appeared **UMAR BURNEY**  
, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.  
Given upon my hand and seal of office this \_\_\_\_\_day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires:

OWNERS CERTIFICATE

STATE OF TEXAS}  
COUNTY OF ROCKWALL}

WHEREAS, North Dallas Rockwall Land Investors, LLC is the owner of a tract of land in the Edward Teal Survey, Abstract No. 207, situated in the City of Rockwall, in Rockwall County, Texas, being all of Lot 2, Block A, of the Ridge/Summer Lee Addition, an addition to The City of Rockwall as recorded in Cabinet H, Slide 231, of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the northeast corner of said Lot 2, Block A, said point also lying on the southerly Right of Way of Summer Lee Drive, (a 65 foot wide Right of Way) and on the westerly Right of Way of Oak Drive (a variable width Right of Way);

THENCE South 18 degrees 14 minutes 14 seconds West along the westlerly line of said Oak Drive and along the easterly line of said Lot 2 a distance of 157.16 feet to a 1/2 inch iron rod found for the south corner of said Lot 2, said point also lying on the northerly line of a called 20 foot alley as shown on the plat of Foxchase Phase 1, an addition to The City of Rockwall, as recorded in Cabinet C, Slide 49 of the Plat Records of Rockwall County, Texas;

THENCE South 62 degrees 24 minutes 24 seconds West Departing said Oak Drive and along the northerly line of said Alley a distance of 153.13 feet to a 5/8 inch iron rod found for the most southerly southwest corner of said Lot 2, said point also being the southeast corner of Buffalo Creek Shopping Village, an addition to The City of Rockwall as recorded in Cabinet C, Slide 385 of the Plat Records of Rockwall County, Texas;

THENCE North 27 degrees 35 minutes 36 seconds West departing said Alley and along the common line between said Lot 2 and said Buffalo Creek Shopping Village a distance of 200.00 feet to a 1/2 inch iron rod found for an inner ell corner of said Lot 2, same being the northeast corner of said Buffalo Creek Shopping Village;

THENCE South 62 degrees 24 minutes 24 seconds West continuing along said common line between said Lot 2 and said Buffalo Creek Shopping Village a distance of 84.87 feet to a 5/8 inch iron rod found for the most northerly southwest corner of said Lot 2, same being the south corner of Lot 1, Block A of the aforementioned Ridge/Summer Lee Addition;

THENCE North 00 degrees 52 minutes 58 seconds West along the common line of said Lot 1 and said Lot 2 a distance of 125.47 feet to a 5/8 inch iron rod found for a common corner of said lots and at the beginning of a curve to the left;

THENCE with said curve to the left and continuing along the common line of said Lot 1 and said Lot 2 having a radius of 1375.50 feet, a central angle of 02 degrees 49 minutes 52 seconds, an arc length of 67.97 feet, a chord bearing of North 70 degrees 48 minutes 31 seconds West a distance of, 67.96 feet to a 5/8 inch iron rod found for a common corner of said lots;

THENCE North 17 degrees 46 minutes 33 seconds East continuing along the common line of said Lot 1 and said Lot 2 a distance of 72.00 feet to a 5/8 inch iron rod found for the north corner of said Lot 2 and the northeast corner of said Lot 1, said point also lying on the southerly line of the aforementioned Summer Lee Drive and at the beginning of a curve to the right;

THENCE with said curve to the right and along the southerly line of said Summer Lee Drive having a radius of 1447.50 feet, a central angle of 02 degrees 52 minutes 21 seconds, an arc length of 72.57 feet, a chord bearing of South 70 degrees 47 minutes 16 seconds East a distance of, 72.56 feet to a 5/8 inch iron rod found for corner at the beginning of a reverse curve to the left;

THENCE continuing along the southerly line of said Summer Lee Drive and with said reverse curve to the left having a radius of 4308.50 feet, a central angle of 03 degrees 44 minutes 10 seconds, an arc length of 280.95 feet, a chord bearing of South 71 degrees 13 minutes 11 seconds East a distance of, 280.90 feet to a 5/8 inch iron rod found for corner at the beginning of a compound curve continuing to the left;

THENCE continuing along the southerly line of said Summer Lee Drive and with said compound curve continuing to the left having a radius of 2761.77 feet, a central angle of 01 degrees 21 minutes 31 seconds, an arc length of 65.48 feet, a chord bearing of South 72 degrees 24 minutes 30 seconds East a distance of, 65.48 feet; to the **POINT OF BEGINNING** containing 70,223 square Feet, or 1.612 acres of land.

SURVEYORS CERTIFICATE

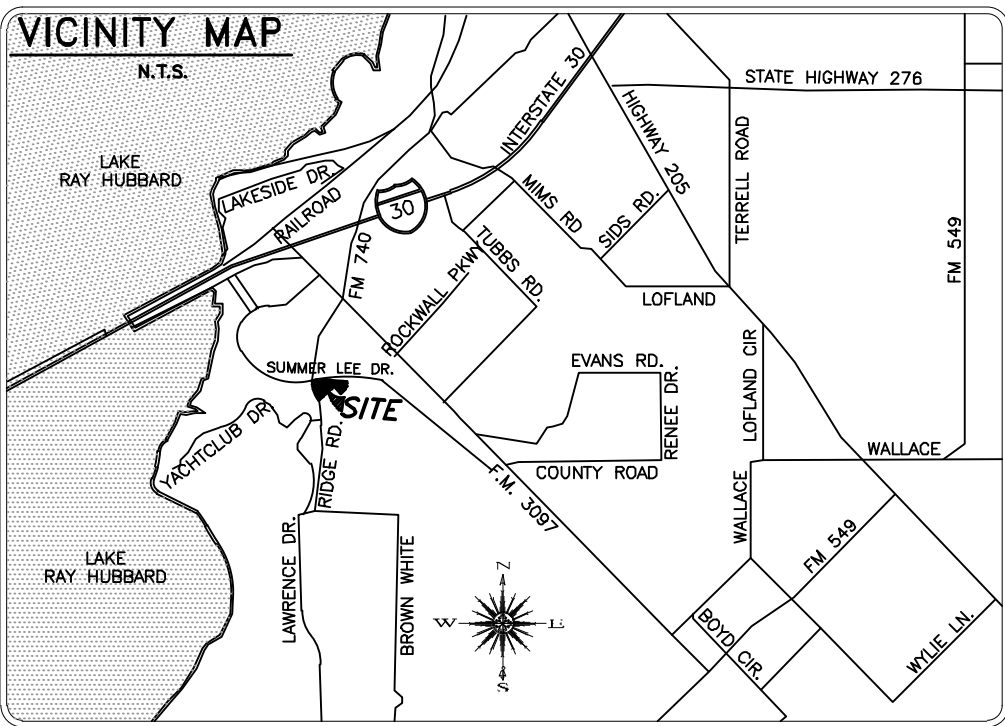
I, HEREBY CERTIFY, THAT I PREPARED THIS SURVEY PLAT SHOWN HEREON FROM AN ACTUAL SURVEY ON THE GROUND BY ME AND THAT ALL CORNERS ARE MARKED, AND THAT ALL DIMENSIONS SHOWN THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND FURTHERMORE THERE ARE NO ENCROACHMENTS, PROTRUSIONS, IMPROVEMENTS, EASEMENTS, RIGHT-OF- WAY, OR 100 YEAR FLOOD PLAIN AFFECTING THE PROPERTY EXCEPT AS SHOWN THEREON.

WITNESS UNDER MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
BRIAN J. MADDOX, R.P.L.S. NO. 5430

THE PURPOSE OF THIS REPLAT IS TO ADD EASEMENTS TO LOT 2, BLOCK A IN ORDER TO CREATE A DEVELOPABLE LOT.

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 62°24'24" W	50.42'
L2	N 00°52'58" W	125.47'
L3	S 71°45'46" E	15.00'
L4	N 72°35'36" W	4.63'
L5	N 27°35'36" W	14.45'
L6	N 18°14'14" E	10.00'
L7	S 17°46'33" W	18.47'
L8	S 26°45'46" E	48.57'
L9	S 18°14'14" W	52.01'
L10	S 71°45'46" E	51.08'
L11	N 18°14'14" E	18.50'
L12	S 18°14'14" W	25.68'
L13	S 18°14'14" W	22.79'
L14	S 18°14'14" W	22.43'
L15	N 18°14'14" E	24.00'
L16	S 18°14'14" W	25.90'
L17	N 18°14'14" E	60.94'
L18	N 18°14'14" E	60.94'
L19	N 71°45'46" W	10.50'
L20	N 71°45'46" W	191.00'
L21	S 70°16'05" E	25.01'
L22	N 18°14'14" E	12.70'
L23	N 18°14'14" E	13.35'
L24	N 17°46'33" E	24.08'
L25	S 71°45'46" E	71.66'
L26	S 71°45'46" E	81.68'
L27	N 18°14'14" E	19.28'
L28	N 18°14'14" E	9.28'
L29	S 76°49'05" E	26.19'
L30	S 76°49'05" E	28.11'
L31	N 62°24'24" E	29.90'
L32	N 62°24'24" E	29.90'
L33	N 71°45'46" W	24.00'
L34	N 18°14'14" E	8.44'
L35	N 71°45'46" W	66.10'
L36	N 71°45'46" W	66.10'
L37	S 71°45'46" E	199.98'
L38	N 18°14'14" E	66.21'
L39	N 18°14'14" E	32.82'
L40	S 71°45'46" E	49.58'
L41	N 71°45'46" W	22.09'



EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	4308.50'	0°12'37"	15.82'	S 70°32'22" E	15.82'
C2	2761.77'	0°18'40"	15.00'	S 72°07'34" E	15.00'
C3	124.00'	5°03'19"	10.94'	N 74°17'25" W	10.94'
C4	100.00'	5°03'19"	8.82'	N 74°17'25" W	8.82'
C5	20.00'	90°00'00"	31.42'	S 63°14'14" W	28.28'
C6	8.00'	82°49'09"	11.56'	S 23°10'21" E	10.58'
C7	24.00'	45°49'50"	19.20'	N 85°19'19" E	18.69'
C8	48.00'	45°49'50"	38.39'	N 85°19'19" E	37.38'
C9	10.00'	90°25'02"	15.78'	S 26°33'15" E	14.19'
C10	10.00'	91°30'10"	15.97'	N 63°34'17" E	14.33'
C11	20.00'	90°00'00"	31.42'	N 26°45'46" W	28.28'
C12	48.00'	90°00'00"	75.40'	N 26°45'46" W	67.88'
C13	24.00'	90°00'00"	37.70'	N 26°45'46" W	33.94'
C14	24.00'	44°10'10"	18.50'	N 40°19'19" E	18.05'
C15	10.00'	41°22'00"	7.22'	S 49°27'49" W	7.06'
C16	15.00'	18°11'31"	4.76'	S 79°14'34" W	4.74'
C17	48.00'	33°37'34"	28.17'	N 45°35'37" E	27.77'

BOUNDARY CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1375.50'	2°49'52"	67.97'	N 70°48'31" W	67.96'
C2	1447.50'	2°52'21"	72.57'	S 70°47'16" E	72.56'
C3	4308.50'	3°44'10"	280.95'	S 71°13'11" E	280.90'
C4	2761.77'	1°21'31"	65.48'	S 72°24'30" E	65.48'

APPROVED

I hereby certify that the above and foregoing plat of **REPLAT OF THE RIDGE/SUMMER LEE ADDITION LOT 2, BLOCK A** to the City of Rockwall, Texas was approved by the City Council of the City of Rockwall on the \_\_\_\_ day of \_\_\_\_\_, 2015.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred eighty (180) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Rockwall.

\_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
City Engineer

REPLAT  
RIDGE/SUMMER LEE ADDITION  
LOT 2, BLOCK A

BEING ALL OF  
LOT 2, BLOCK A, OF THE RIDGE/SUMMER LEE ADDITION,  
RECORDED IN CABINET H, SLIDE 231  
P.R.R.C.T.  
SITUATED IN THE  
EDWARD TEAL SURVEY, ABSTRACT NO. 207  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

\_\_\_\_\_  
OWNER  
NORTH DALLAS ROCKWALL  
LAND INVESTORS, LLC  
1005 West Ralph Hall Pky. Suite #233  
Rockwall, Texas 75032  
(972) 771-8111

\_\_\_\_\_  
SURVEYOR  
MADDOX SURVEYING & MAPPING INC  
P.O. BOX 2109  
FORNEY, TEXAS 75126  
(972) 564-4416

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# CITY OF ROCKWALL

## CITY COUNCIL MEMO

**AGENDA DATE:** 07/06/2015

**APPLICANT:** David Greer, *Bannister Engineering*

**AGENDA ITEM:** **P2015-028**; *Lot 1, Block A, Hazel and Olive Addition*

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### **SUMMARY:**

Discuss and consider a request by David Greer of Bannister Engineering on behalf of Ben McMillian of Ben McMillian Properties, LLC for the approval of a replat for Lot 1, Block A, Hazel and Olive Addition being a 0.421-acre tract of land composed of two (2) parcels of land identified as Block 19A & 19B, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 503 N. Goliad Street [SH-205], and take any action necessary.

### **PLAT COMMENTS:**

- ✓ The objective of this request is to plat a 0.421-acre tract of land for the purpose of constructing a general retail store, photography studio and office building on the subject property at 503 N. Goliad Street. On February 2, 2015, the City Council approved *Ordinance No. 15-03 (SUP-130) [Case No. Z2014-038]* allowing for a *General Retail Store* to be established on the subject property. Additionally, the Planning and Zoning Commission approved a site plan request [Case No. SP2015-011] on May 12, 2015.
- ✓ The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for replats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

With the exception of the items listed in the *Recommendation* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### **RECOMMENDATIONS:**

Staff recommends approval of the final plat for *Lot 1, Block A, Hazel and Olive Addition* in conformance with the following conditions of approval:

- 1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- 2) Any construction resulting from the approval of this *replat* shall conform to the requirements set forth by the Unified Development Code, the 2009 International Building Code, the Rockwall Municipal Code of Ordinances, city adopted engineering and fire codes and with all other applicable regulatory requirements administered and/or enforced by the state and federal government.

**PLANNING AND ZONING COMMISSION:**

On June 30, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the final plat by a vote of 5-0, with Commissioners Conley and Logan absent.



6/24/2015

## City of Rockwall

### Project Plan Review History



<b>Project Number</b> P2015-028	<b>Owner</b> DATAR, CORPORATION	<b>Applied</b> 6/23/2015 LM
<b>Project Name</b> Hazel and Olive	<b>Applicant</b> BANNISTER ENGINEERING	<b>Approved</b>
<b>Type</b> PLAT		<b>Closed</b>
<b>Subtype</b> REPLAT		<b>Expired</b>
<b>Status</b> STAFF REVIEW		<b>Status</b> 6/23/2015 LM

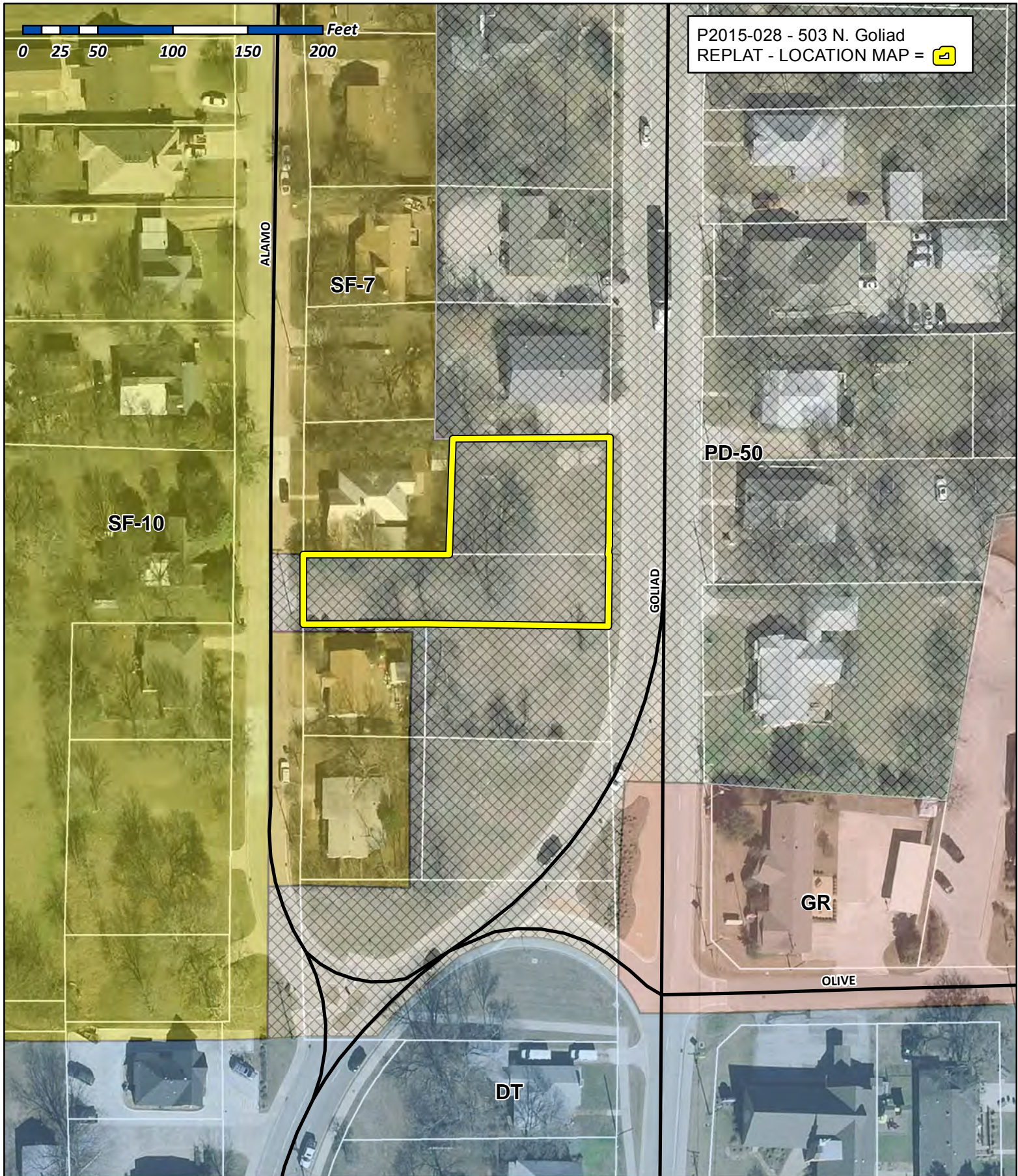
<b>Site Address</b> 503 N GOLIAD ST	<b>City, State Zip</b> ROCKWALL, TX 75087	<b>Zoning</b>
<b>Subdivision</b> AMICK	<b>Tract</b>	<b>Block</b> 19A E PART
	<b>Lot No</b>	<b>Parcel No</b> 3050-019A-0018-00-OR
		<b>General Plan</b>

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	6/23/2015	6/30/2015	6/23/2015		APPROVED	
ENGINEERING	Amy Williams	6/23/2015	6/30/2015	6/24/2015	1	APPROVED	
FIRE	Ariana Hargrove	6/23/2015	6/30/2015	6/23/2015		APPROVED	
GIS	Lance Singleton	6/23/2015	6/30/2015	6/23/2015		APPROVED	
PLANNING	Ryan Miller	6/23/2015	6/30/2015	6/24/2015	1	APPROVED W/ CONDITIONS	See Comments



Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
P2015-028 (Lot 1, Block A, Hazel & Olive Addition): Please address the following comments (M= Mandatory Comments; I = Informational Comments).						
<p>I.1 This is a request for the approval of a replat for Lot 1, Block A, Hazel and Olive Addition being a 0.421-acre tract of land composed of two (2) parcels of land identified as Block 19A &amp; 19B, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, and addressed as 503 N. Goliad Street [SH-205].</p> <p>I.2 For questions or comments concerning this case please contact Ryan Miller in the Planning Department at (972) 772-6441 or email <a href="mailto:rcmiller@rockwall.com">rcmiller@rockwall.com</a>.</p> <p>M.3 For reference, include the case number (P2015-028) in the lower right hand corner of all pages on future submittals.</p> <p>M.4 Please change the title block as follows:</p> <p>Replat Hazel and Olive Addition Lot 1, Block A Being a Replat of Block 19A &amp; 19B, Amick Addition 0.421-Acres or 18,355 SF Situated Within the Benjamin F. Boydston Survey, Abstract No. 14 City of Rockwall, Rockwall County, Texas</p> <p>M.5 The shape used in the vicinity map does not match the subject property. Please make the necessary corrections.</p> <p>M.6 Change all references of "Amicks" to "Amick".</p> <p>M.7 Remove all building setbacks from the replat.</p> <p>M.8 The public access easement needs to extend to the property to the north (i.e. Block 20B, Amick Addition) as required by the site plan case (i.e. SP2015-011).</p> <p>M.9 Move all text impairing the visibility of the boundaries of the easements.</p> <p>M.10 Indicate the centerline of all adjacent right-of-ways.</p> <p>M.11 Add the total distance of the line segment in paragraph five (5) of the legal description (i.e. 203.79').</p> <p>M.12 Change the signature block from the administrative approval signature block to the standard city signature block.</p> <p>I.13 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested. The Planning &amp; Zoning meeting date for this case will be June 30, 2015.</p> <p>I.14 The projected City Council meeting date and subsequent approval for this plat is July 6, 2015.</p>						





## City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75032  
(P): (972) 771-7745  
(W): [www.rockwall.com](http://www.rockwall.com)

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.









STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS DATAR CORPORATION, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows:

BEING 0.421 acre or (18,355 square feet) of land in the Benjamin F. Boydstun Survey, Abstract No. 14, City of Rockwall, Rockwall County, Texas; said 0.421 acre or (18,355 square feet) of land being a portion of that certain tract of land known as Block 19A (East) and Block 19B, AMICK SUBDIVISION (Unrecorded subdivision), (hereinafter referred to as Block 19A (East) and/or Block 19B); said 0.421 acre or (18,355 square feet) of land being all of that certain tract of land described in a General Warranty Deed to Datar Corporation, as recorded in Volume 6379, Page 17, Deed Records, Rockwall County, Texas (D.R.R.C.T.); and all of that certain tract of land described in a General Warranty Deed to Datar Corporation (collectively hereinafter referred to as Datar tract), as recorded in Volume 6379, Page 13, D.R.R.C.T.; said 0.421 acre or (18,355 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northeast corner of said Datar tract, same being the Southeast corner of that certain tract of land described in a Correction Warranty Deed to Stained Glass Creations, Inc. (hereinafter referred to as Stained Glass Creations tract), as recorded in Volume 4754, Page 130, D.R.R.C.T., same also being the existing West right-of-way line of North Goliad Street, also known as State Highway 205, (Variable width right-of-way), as recorded in Volume 4669, Page 16, D.R.R.C.T.;

THENCE South 00 degrees 20 minutes 39 seconds West with the common line between said Datar tract and the existing West right-of-way line of said North Goliad Street, passing at a distance of 78.93 feet, the common line between said Block 19A (East) and said Block 19B and continue with said course for a total distance of 130.59 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southeast corner of said Datar tract, same being the North line of that certain tract of land described in a deed to the State of Texas (hereinafter referred to as State of Texas tract), as recorded in Volume 4702, Page 8, D.R.R.C.T.;

THENCE North 89 degrees 29 minutes 36 seconds West, departing the existing West right-of-way line of said North Goliad Street and with the common line between said Datar tract and the North line of said State of Texas tract, passing at a distance of 121.40 feet, a Texas Department of Transportation concrete monument (TXDOT) found for the Northwest corner of said State of Texas tract, same ostensibly being the Northeast corner of that certain tract of land described in a deed to Aracelia Tamez and Silveno Tamez, as recorded in Volume 327, Page 145, D.R.R.C.T. (hereafter referred to as Tamez tract) and continuing with said course and the common line between said Datar tract and said Tamez tract to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwest corner of said Datar tract, same ostensibly being the Northwest corner of said Tamez tract, same also being the existing East right-of-way line of North Alamo Street (a variable width right-of-way);

THENCE North 00 degrees 20 minutes 39 seconds East with the common line between said Datar tract and the existing East right-of-way line of said North Alamo Street, a distance of 48.38 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Westerly Northwest corner of said Datar tract, same being the Southwest corner of that certain tract of land described in a General Warranty Deed to Larry Sarratt, (hereinafter referred to as Sarratt tract), as recorded in Volume 5187, Page 201, D.R.R.C.T., from which an 1" Axle found bears South 86 degrees 48 minutes 58 seconds West, a distance of 0.50 feet;

THENCE North 86 degrees 48 minutes 58 seconds East, departing the existing East right-of-way line of said North Alamo Street and with the common line between said Datar tract and said Sarratt tract, a distance of 73.10 to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for an angle point in the South line of said Sarratt tract;

THENCE South 88 degrees 56 minutes 56 seconds East continuing with the common line between said Datar tract and said Sarratt tract, a distance of 30.19 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4888" found for the Southeast corner of said Sarratt tract, same being an inner-ell corner of said Datar tract;

THENCE North 00 degrees 05 minutes 55 seconds West, continuing with the common line between said Datar tract and said Sarratt tract, a distance of 75.60 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northerly Northwest corner of said Datar tract, same being the Northeast corner of said Sarratt tract, same also being the South line of the aforesaid Stained Glass Creations tract;

THENCE North 89 degrees 15 minutes 42 seconds East with the common line between said Datar tract and said Stained Glass Creations, Inc tract, a distance of 101.25 feet to the PLACE OF BEGINNING, and containing a calculated area of 0.421 acre or (18,355 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owner of the land shown on this plat, and designated herein as the HAZEL AND OLIVE ADDITION, an addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the HAZEL AND OLIVE ADDITION have been notified and signed this plat. We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.

4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.

5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

We further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; We, our successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exactions made herein.

DATA CORPORATION  
a Texas corporation

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Michael Dan Davis, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

For: Bannister Engineering LLC

**PRELIMINARY,**  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE AND SHALL NOT BE  
USED OR VIEWED OR RELIED UPON AS A FINAL  
SURVEY DOCUMENT

Michael Dan Davis

Registered Professional Land Surveyor

Texas Registration No. 4838



\_\_\_\_\_  
Planning & Zoning Commission, Chairman

\_\_\_\_\_  
Date

**APPROVED:**

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor, City of Rockwall

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Engineer

REPLAT  
**HAZEL AND OLIVE ADDITION**  
LOT 1 , BLOCK A

BEING A REPLAT OF BLOCK 19A & 19B,  
AMICK SUBDIVISION, 0.421 ACRES (18,355 S.F.) OF  
LAND SITUATED WITHIN THE BENJAMIN F.  
BOYDSTUN SURVEY, ABSTRACT NO. 14  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

CASE NO. P2015-028

SHEET 2 OF 2

PREPARED BY:

PROJECT NO. 062-15-06

OWNER/DEVELOPER  
DATAR CORPORATION  
1508 BAY VALLEY CIRCLE  
HEATH, TEXAS 75032

**BANNISTER**  
ENGINEERING  
1696 Country Club Drive  
Mansfield, TX 76063 817.842.2094  
TBPLS REGISTRATION NO. 10193823

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## **CITY OF ROCKWALL, TEXAS MEMORANDUM**

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**TO: Brad Griggs, Assistant City Manager**

**FROM: Andy Hesser, Parks and Recreation Manager**

**DATE: July 1, 2015**

**SUBJECT: HARBOR BOAT DOCK STORM DAMAGE**

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The boat docks at The Harbor sustained significant structural damage as a result of storms the week of May 18<sup>th</sup> and again the week of June 21<sup>st</sup>. Winds were reported to have reached 40 – 50 mph for several hours. Another storm hit shortly afterwards that had winds reported above 60 mph.

Staff immediately contacted Bellingham Marine, the original manufacturer and installer of the boat dock system. They sent a representative out to assess the damage and provide cost estimates for repairs. The repair costs are estimated to be approximately \$195,955.00 at this time. Funds for the repair would be covered by insurance, less a \$2,500 deductible. Contingent on Council approval, Bellingham Marine would begin manufacturing the floats and necessary parts to make the repairs and begin work within four to six weeks. Bellingham Marine estimates that it will take about two to three weeks to complete the work once on site, contingent on weather.

Approximately \$55,000 of the insurance funds have been received. Staff requests that Council consider authorizing the City Manager to enter into an agreement with Bellingham Marine to complete the Harbor boat dock repairs, establishing a \$10,000 contingency for any potential hidden damages.



Florida Floats, Inc. 1813 Dennis St.  
dba Bellingham Marine Jacksonville, FL 32204  
www.bellingham-marine.com

P. (904) 358-3362  
F. (904) 354-4818

## LETTER AGREEMENT FOR ROCKWALL HARBOR MARINA STORM REPAIRS AND MAINTENANCE

July 2, 2015

Mr. Andy Hesser, Parks and Recreation Manager  
City of Rockwall  
108 E. Washington  
Rockwall Texas, 75087

Re: Rockwall Harbor Marina Tropical Storm Bill Repairs & Maintenance

Dear Andy:

This Letter Agreement ("Agreement") is entered into between the City of Rockwall ("Owner"), and Bellingham Marine ("Contractor"), for Tropical Storm Bill related dock repairs and to the existing Unifloat® floating concrete dock system at Rockwall Harbor Marina, 2059 Summer Lee Dr., Rockwall, TX 75032 ("the Facility").

Our quoted price is: \$195,955.00 (One Hundred Ninety Five Thousand Nine Hundred Fifty Five Dollars)

Material List:	NO.	MATERIAL DESCRIPTION	QUANTITY
	1	3' x 23' Concrete Float Module	5
	2	11' x 10' Concrete Float Module	6
	3	7' x 8' Concrete Float Module	1
	4	7' x 10' Concrete Float Module	1
	5	Walers – 3"x 17 5/8" Glulams	1,460'
	6	Walers – 4"x 8"	350'
	7	Walers – 3"x 10"	80'
	8	Cover Boards – 2" x 12"	700'
	9	Cover Boards – 2" x 10"	40'
	10	Cover Boards – 2" x 8"	700'
	11	4'x 4' Triangle Frame (HDG)	15
	12	T-Frame (HDG)	4
	13	3' Finger End Pile Guide Frame (HDG)	7
	14	Thru-Rod 12'-2½" w/Hardware (HDG)	100
	15	Thru-Rod 8'-0½" w/Hardware (HDG)	40
	16	Thru-Rod 3'-6 ½" w/Hardware (HDG)	100
	17	Misc. Hardware & Roller Assemblies	1
	18	14" Mooring Cleats (HDG)	12
	19	Vinyl Fendering (Grey)	1,100'

Initials \_\_\_\_\_ / \_\_\_\_\_  
Owner BMI



Mr. Andy Hesser – Rockwall Harbor Marina Tropical Storm Bill Repairs  
July 2, 2015

Prices are contingent upon receipt of all plans, specifications, data and/or other reports issued pertaining to the project.

The Owner and the Contractor agree as follows:

1. The following services are included in this Agreement:
  - 1.1 **Attenuator Dock Repairs** – The repair materials include the following:
    - 6 each 11' x 10' Concrete Float Modules (Main Walkways Floats)
    - 5 each 3' x 23' Concrete Float Modules (25' Finger Piers)
    - 1,460' – 3" x 17 5/8" Glulam Walers
    - 700' – 2" x 8" Cover Board
    - 700' – 2" x 12" Cover Board
    - 7 each 3' finger end pile guide frames
    - 100 each 12'-2½" Thru-rods
    - 100 each 3'-6½" Thru-rods
    - 14 each 14" HDG Mooring Cleats
    - Misc Hardware & Roller Assemblies
    - Vinyl Fendring – Grey – 1,100'
  - 1.2 **Interior Dock Repairs** – The repair materials include the following:
    - 40 each 8'-0½" Thru-rods
    - 80' – 3" x 10" Walers
    - 40' – 2" x 10" Cover Boards
    - Vinyl Fendering - Grey
  - 1.3 **Repair Labor** – includes a 3 man crew for 2 weeks.
  - 1.4 **Freight to the Jobsite.**
2. Services and items not specifically included in Section 1 above are **specifically excluded from this Agreement. Excluded** items include, but are not limited to, the following:
  - 2.1 Sales or Use Taxes.
  - 2.2 Disposal or removal from the site of the damaged concrete float modules.
  - 2.3 Maintenance or repairs to fire systems, electrical systems, potable water systems or other utility systems.
  - 2.4 Any dock hardware (except as listed), major structural repairs (except as listed), patching, deck treatment, supplemental floatation, gangways, gates, or piers.
  - 2.5 Building Permits.
  - 2.6 Bonds.
  - 2.7 Signed or Sealed Drawings or Calculations.
3. **Schedule.** The Contractor shall begin the maintenance work on or about (a date to be determined).

4. **Fees.** The fee for the replacement work set forth by this contract is **\$195,955.00** (One Hundred Ninety Five Thousand Nine Hundred Ninety Five Dollars). Maintenance services performed and Maintenance materials supplied outside the scope of Article 1 herein may only be performed and supplied, respectively, by mutual written agreement. Maintenance services excluded from this Agreement will be billed at the rate of \$150.00 per man hour. Maintenance materials will be billed at cost plus 20%.
5. **Payment.** 50% Deposit with the balance due upon completion. Payment shall be due net cash ten (10) days from receipt of invoice. Method of payment to be approved by Contractor's credit department prior to commencement of services. Interest will be charged on past due accounts at 12% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If Contractor is required to employ an attorney to collect any amount due as a result of the default of Owner, the Owner shall pay all costs of collection, including reasonable attorney's fees and court costs.
6. **Materials Supplied.** All parts, components, and supplies supplied hereunder to maintain the facility shall be furnished by Contractor on an exchange basis, and the removed parts and/or components shall become the property of Contractor upon removal. Any parts, components, equipment, or supplies supplied by Contractor hereunder may, at Contractor's option, be either new or reconditioned, but in any case, they shall meet or exceed the specifications for the replaced part, component, equipment, or supply.
7. **Warranty.** Contractor warrants to Owner that all services will be performed in a good, workmanlike manner and that repaired or replaced parts or components will be free from defects in material and workmanship until the termination of this Agreement or one (1) year from the date of the service, whichever occurs first. Contractor's sole obligation under this warranty shall be to repair any item in the Facility which is covered by this warranty that is repairable, or, at its option, to refurbish, overhaul, rebuild, replace, or issue a credit or refund for any item in the Facility which is covered by this warranty that has been reported to Contractor as defective in material or workmanship by Owner and which has been determined by Contractor to be defective, provided that the Owner has complied with all of the terms and conditions of this Agreement. Failure of the Owner to promptly notify Contractor of a defect or malfunction will void the warranty, as will product misuse or neglect, use that is not considered "normal" under this Agreement, or if any other terms or conditions of this Agreement are violated. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY CONTRACTOR. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR (B) IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS OR ANY SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY A DELAY IN FURNISHING OF MAINTENANCE OR INSPECTION SERVICES UNDER THIS AGREEMENT. Owner specifically acknowledges and agrees that Contractor's obligations hereunder are strictly that of a provider of services, and not as a vendor of goods or as a merchant.

8. **Limitation of Liability and Hold Harmless:** Unless otherwise expressly stated, these Services do not include testing or inspection intended to discover or analyze soil or water conditions, hazardous materials, electrical or mechanical systems, sewage disposal or water systems, or the suitability of the design and construction of the marina to withstand fire, flood, windstorm and wave action or other casualty, and we disclaim any responsibility to advise you of any conditions related thereto. Services performed hereunder do not constitute a warranty or guarantee concerning any condition, and BMI's fee for services has been determined accordingly. If Owner or any third party claims that BMI is liable for negligent performance of Services hereunder or for any other reason Owner claims that BMI has not fully satisfied its obligations under this Agreement, it is expressly agreed that BMI's liability to Owner is exclusively limited to the Fee paid under this Agreement. The Services performed hereunder are not intended to be performed for the benefit or use of any party other than the Owner, and Owner agrees to indemnify and hold Contractor harmless from any claim made by any third party relating in any way to the Service provided hereunder.
9. **Modifications or Damage to the Facility.** Owner shall be responsible for use, care, and cleaning of the Facility in accordance with instructions provided. All risk of loss or damage to the Facility, except that caused by the negligence of Contractor, shall be the responsibility of Owner at all times. If the Facility is changed, modified, altered, or damaged in any respect by any party other than as a result of Contractor's negligence during the term of this Agreement, then, at the option of Contractor, this Agreement shall be terminated. Absent such termination, Contractor shall give Owner written notice of the change, modification, alteration, or damage, and Owner shall promptly correct the change, modification, alteration, or damage, or adjust the price payable hereunder to cover any increased costs to Contractor.
10. **Access.** During the term of this Agreement, Owner will allow access to all of the Facility and to all devices which are part of or associated with the Facility. Contractor will use its best efforts to coordinate annual inspection visits with Owner to minimize operational interruptions. In the event Contractor is denied or prevented from gaining access to the Facility, Contractor's obligations under this Agreement shall be suspended until the act, omission, or condition affecting access is remedied. If Contractor is denied or prevented from gaining access to the Facility as a result of an act or omission of Owner, Contractor shall be entitled to be paid for any visit which it is required to make as a result of such denial or prevention at its then standard rate for labor, material, and travel.
11. **Assessment and Adjustments.** Owner agrees to assume full responsibility for any present or future taxes or any other government charges now or hereafter imposed by existing or future laws in connection with the transfer, use, ownership, or possession of any of the Facility.
12. **Additional Devices.** Owner agrees not to employ additional attachments, features, or devices to the Facility, make alterations to the Facility, or permit the maintenance of the Facility by other than Contractor's personnel without the written consent of Contractor. Contractor shall not be liable for loss or damage to Owner resulting from unauthorized additional attachments and Owner shall be liable to Contractor for any repair or damage costs incurred by Contractor as a result of the addition of unauthorized attachments. In addition, the warranty contained herein shall be null and void and of no force and effect if any provision of this paragraph is violated.

Mr. Andy Hesser – Rockwall Harbor Marina Tropical Storm Bill Repairs  
July 2, 2015

13. **Arbitration.** All controversies, disputes, or claims of whatever nature arising out of, in connection with, or in relation to the interpretation, from performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of either BMI or Owner, by final and binding arbitration administered by and in accordance with the then existing Construction Industry Rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorney's fees and costs.
14. **Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

This Agreement entered into as of the day and year first contract is executed between both parties.

City of Rockwall

Bellingham Marine

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Initials \_\_\_\_\_ / \_\_\_\_\_  
Owner BMI

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## **CITY OF ROCKWALL, TEXAS MEMORANDUM**

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**TO: Brad Griggs, Assistant City Manager**

**FROM: Andy Hesser, Parks and Recreation Manager**

**DATE: July 1, 2015**

**SUBJECT: RECREATION PROGRAM AND FACILITY SOFTWARE UPGRADE**

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At the June 15<sup>th</sup> meeting, City Council heard a presentation from Park Board Chairman Brad Bassett during a joint work session meeting to hear recommendations regarding the Parks and Recreation Business Plan strategic initiatives. 15 initiatives were presented. Council unanimously approved moving forward with all 15 items presented.

During the public awareness campaign portion of the presentation, Mr. Bassett requested consideration of moving forward with a budget amendment to purchase recreation program and facility reservation software to upgrade the current software. Support for our current software is being phased out in 2016. Council voted unanimously to move forward with the budget amendment for the purchase of the software.

The cost is \$18,764.62 for the service agreement. The agreement covers the services necessary for data base setup, staff training and testing prior to launch. There are no annual maintenance fees due to the fact that the system is entirely hosted off-site and is accessible through any web browser. Once the system is up and running a "per transaction fee" not to exceed 5% is included with each registration or reservation. This fee covers the credit card processing fees and access to the browser based software. This fee will be incorporated into an updated pricing for each program offered. The initial agreement is for three years, with automatic annual renewals.

Available funds will come from the recreation development fund. This account is funded by program registration fees collected from program participants.

Implementation of the new system will take approximately 14 to 16 weeks. Our goal is to be prepared to advertise to residents and implement the ability to register for programs and reserve facilities online by February of 2016. This is the time of year that our spring and summer programs, events and facilities are released in the Fun Guide brochure.



## Service Agreement

### Contract # 65365

This Service Agreement ("Agreement") is made effective as of July 7, 2015 (the "Effective Date") and entered into between Active Network, LLC ("Active" or "we" or "us") and the City of Rockwall ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration by Active.com"). During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder. In the event that Client breaches its exclusivity obligations under this Section, Client agrees to pay the Liquidated Damage Amount (as defined below) related to the breach of exclusivity.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items. Users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") may opt-in to receive information, items, or promotions/deals from Active or other third parties, in which case, Active or such third party will be responsible for fulfillment and for providing customer service for any such offers.

e) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.

f) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that End Users use the Software in accordance with the foregoing restrictions.

3. Information Collection. Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications)

and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.

b) Active may suspend its performance hereunder, including remitting payments, or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Customer-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.

d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.

e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.

f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

i) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.

j) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.

b) You shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (v) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.
- b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").
- c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment. In the event that Client fails to cause an assignment as specified above, to the extent that there is a line item in the Schedule(s) entitled "Projected Contract Value," Client agrees to pay the amount of the Projected Contract Value related to such failed assignment as liquidated damages to Active, minus the amount of revenue already paid to Active net of all refunds, credit card chargebacks, and all other deducted amounts (the "Liquidated Damage Amount").
- d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business. In the event of such termination by Active, Client will pay the Liquidated Damage Amount.
- e) Client agrees (i) to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule; (ii) that Active may offset any Liquidated Damages Amount set forth in this Agreement from any account balance you maintain with Active or any payment Active owes you; (iii) all Liquidated Damage Amounts set forth in this Agreement will automatically reset during each renewal term; and (iv) because of the difficulty in making a precise determination of actual damages incurred by Active in the event that Client breaches its exclusivity obligations in Section 2(c), fails to cause an assignment pursuant to Section 8(c), or if Active terminates this Agreement pursuant to Section 8(d), the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (iv) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount shall be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.
9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Chief Legal Officer. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.
- b) This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Delaware.
- c) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement.
- d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.
- e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.
- f) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.
- h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.
- i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.
- j) This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

**SIGNATURE PAGE**

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

Active Network, LLC	Client	
By: _____	By: _____	Email: _____
Signature (Authorized Representative Only)	Signature (Authorized Representative Only)	Phone: _____
Name: _____	Name: _____	Address: _____
Title: _____	Title: _____	_____
Date: _____	Date: _____	Event URL (site): _____



# Schedule

Company Address 717 North Harwood Drive, Suite 2500  
Dallas, TX 75201  
US

Created Date 6/25/2015  
Quote Number 00065365  
Expiration Date 9/23/2015  
Currency USD

Prepared By Janette Onizuka  
Phone 1 (800) 661-1196 #1276  
E-mail janette.onizuka@activenetwork.com

Contact Name Andy Hesser  
Phone +1 972 7726467  
Email mhesser@rockwall.com  
Fax (972) 771-7762

Bill To Name City of Rockwall, TX  
Bill To Contact Andy Hesser  
Bill To Address 385 S. Goliad Street  
Rockwall, TX 75087 United States

Ship To Contact Andy Hesser  
Ship To Address 385 S. Goliad Street  
Rockwall, TX 75087 United States

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
ACTIVE Net - Functionality: Activity Registration	SaaS		1			
ACTIVE Net - Functionality: Equipment Lending	SaaS		1			
ACTIVE Net - Functionality: Facility Reservation	SaaS		1			
ACTIVE Net - Functionality: League Scheduling	SaaS		1			
ACTIVE Net - Functionality: Memberships	SaaS		1			
ACTIVE Net - Functionality: Payroll	SaaS		1			
ACTIVE Net - Class Migration - Staff Interface - Technology Fee	SaaS	Technology Rates for organizations migrating to ACTIVE Net that are anticipated to have less than \$1,500,000 in total annual transaction revenue that passes through ACTIVE Net.	1		2.00	
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		3.00	
82						82



ACTIVE Net - (credit card refunds - flat fee)	SaaS		1	0.10		0.10
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1		0.50	
ACTIVE Net - Public Interface - (\$1.00 Service Charge Minimum)	SaaS		1			
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		5.00	
ACTIVE Net - ACTIVE Advantage - opt out	SaaS		1			
ACTIVE Net - Magazine Offer - opt out	SaaS		1			
ACTIVE Net - SaaS						
ACTIVE Net - ACH Remittance- Every 1 week	Service		1			
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	The Class Customer Loyalty – Professional Services Conversion to ACTIVE Net Credit (the "Credit") is conditioned upon Client fulfilling all of its obligations under the Agreement during the initial term of the Agreement or three years, whichever is longer. If Client fails to fulfill such obligations, Client must pay to Active the full amount of the Credit. The Credit is only to be used for professional services, but cannot be used for hardware or reimbursement of airfare/transportation cost. Client must be current on Class Maintenance until ACTIVE Go Live to be eligible for the Credit. Service Charges will increase to standard list rate after initial term of the Agreement.	1	-5,835.38		-5,835.38
ACTIVE Net - Service Package Standard 6	Service	<p>ACTIVE Net Service Package Standard 6 consists of the following Services:</p> <ul style="list-style-type: none"> <li>• remote business process review</li> <li>• remote functionality review &amp; data collection preparation</li> <li>• remote data collection review</li> <li>• remote data entry (system inventory and policy controls)</li> <li>• remote user testing</li> <li>• remote train the trainer training</li> <li>• remote Go Live preparation</li> <li>• remote hardware configuration</li> </ul> <p>The scope of Services is contained to the 6 functionalities listed below.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>	1	24,600.00		24,600.00



Total Price

USD 18,764.62

18,764.62

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

\*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.

#### Quote Acceptance Information

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PO# (if applicable): \_\_\_\_\_



### SUPPORT AND MAINTENANCE

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
  - If self-hosted, the site must have remote access and Internet email capability for extended support hours
  - Support calls placed during extended support hours must be placed by an authorized contact person
  - The type of support call is an urgent issue that includes site down, revenue impacting, or customer facing issues that have no reasonable work-around
- Access to Active's secure customer care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
  - Assistance troubleshooting Third Party Products (e.g., Crystal Reports, Citrix client)
  - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
    - General network/internet support (e.g., network access, printing, internet access)
    - PC hardware troubleshooting
    - PC setup, configuration and optimization
    - Network operating system configuration and functionality
    - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
    - Loss of supervisor or other password

### ANNUAL SUPPORT AND MAINTENANCE FOR NON-HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance for non-hosted customers:

- New releases and version of the Software and free assistance in planning upgrades

## Software As a Service Agreement

### SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Installation of new Software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
- Service agreements between Active and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or Software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

### SUPPORT ISSUE PRIORITIES AND TIMELINES

#### TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1 – System Outage	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e., those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2 – High Business Impact	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled (i.e., Customer cannot perform critical business functions; Customer experiences severe site degradation)	2 business day
Priority 3 – Medium Business Impact	All other issues, except those classified as low; (e.g., how-to questions, reporting/reconciliation issues, general questions, work around options)	3 business days
Priority 4 – Low Business Impact	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement (i.e., feature requests or low priority questions)	None
Guaranteed Uptime	For clients licensing Hosted Software	99%

## Software As a Service Agreement

### SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed
- Services required to remedy problems which do not stem from any defect in the Software
- Services required to remedy problems caused by lack of training of Client's personnel
- Improper treatment or use of the Software
- Onsite or remote training services
- Full report customization service
- Database-specific services or assistance

### RESTRICTIONS

The following actions will void Active's obligations under this Support and Maintenance Handbook:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of third party applications that work in connection with Active's application or application database without prior written notification and consent from Active



## Software As a Service Agreement

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31st)	✓	

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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Timothy M. Tumulty, Director of Public Works/City Engineer

**DATE:** July 1, 2015

**SUBJECT:** Greencrest Drive Water Line Replacement Project

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Greencrest Drive currently has a 16 inch diameter water line located behind the back of curb from Yellow Jacket Lane to the westbound IH 30 frontage road. This section of water line is a major component of the water distribution system. This line has experienced several small leaks over the past year. The pipe material for the water line is reinforced concrete steel cylinder and was installed in 1984. When any repair is required for this line, staff must hire a specialized company to mobilize on site and weld the repairs.

The last leak on this line triggered further discussions regarding the appropriate repair. The welder was unable to find a good section of steel cylinder pipe to weld the repairs without creating additional leaks. A suggestion was made to replace a 32 foot section(s) until the proper steel thickness of the pipe is located to allow repairs. There are not any guarantees that good sections of pipe will be found. Since repairs were unable to be made, Staff isolated this section of pipe and shut it down along Greencrest Drive as a temporary measure. The current location of the pipe makes the excavation a deep cut on the slope of the hill adjacent to the retaining walls for the Walmart development. Even this suggested repair would require the use of a private contractor to perform this construction.

Staff has evaluated another option that includes the replacement of the existing 16 inch diameter pipe along Greencrest Drive. Staff is considering utilizing PVC pipe as a replacement pipe material. The benefits to using PVC includes easier installation, repairs can be done by in-house staff, should cost less than the reinforced concrete steel cylinder and/or ductile iron pipe and is comparable to other pipe materials. The new line will be placed under the existing concrete pavement in Greencrest Drive making the installation and future maintenance less complicated.

Staff has discussed this matter with a consulting engineer. The preliminary cost estimate to reconstruct the water line is \$450,000 with an engineering fee of \$49,070. Staff recommends that the engineering design get underway as soon as possible. There are funds available from the remaining 2008 water and revenue bonds. Staff recommends City Council consideration for hiring Binkley & Barfield•C&P, Inc. to perform the engineering design services for this project. If you have any questions, please advise.

TMT:em

Attachments

Cc:

Rick Sherer, Manager of Water/Wastewater  
Amy Williams, Assistant City Engineer  
Jeremy White, Civil Engineer  
Rick Sherer, Manager of Water and Wastewater  
File

STATE OF TEXAS ♦

COUNTY OF ROCKWALL ♦

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**

**BBCPI #15018  
GREENCREST 16" WATER LINE**

This Agreement is made and entered into in Rockwall County, Texas, between City of Rockwall, Texas ("CITY"), a municipal corporation and political subdivision of the State of Texas, acting by and through its City Manager and Binkley & Barfield • C&P, Inc. ("ENGINEER"), located at 1801 Gateway Boulevard, Suite 101, Richardson, Texas 75080, Engineers duly licensed and practicing under the laws of the State of Texas.

WHEREAS, CITY desires to engage Engineer as an independent contractor to render certain technical and professional services necessary for performing:

PROFESSIONAL ENGINEERING SERVICES for design of a 16" water line in Greencrest Blvd. from Yellow Jacket Drive to IH 30 Service Road.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Scope of Work

Engineer agrees to perform professional engineering services as specifically defined in this Contract as Exhibit "A" and as authorized by CITY. Specifically, Engineer shall perform Professional services as requested by CITY and detailed in Exhibit "A".

The Parties by mutual agreement through contract amendments may provide for additional technical and professional services to be performed under the basic general terms and conditions of this Contract. CITY reserves the right to enter into another agreement with other engineering firms to provide the same or similar professional services during the term of this Contract for different projects.

2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed forty nine thousand seventy dollars and no cents (\$49,070.00), as shown in Exhibit "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Exhibit "C". In the event of termination, Engineer will assist the CITY in arranging a smooth transition process. However, Engineer's obligation to provide services to the CITY will cease upon the effective date of termination, unless otherwise agreed in writing.

3. Method of Payment

CITY shall pay Engineer its fees based on the presentation by Engineer to CITY of a correct monthly statement for all the amounts earned under the Contract together with reasonable supporting documentation verifying the accuracy of the fees and expenses. CITY shall then pay Engineer its fee



within thirty (30) days after presentation of the accurate monthly statement by Engineer to CITY. CITY is a State sales and use tax exempt political subdivision of the State of Texas. All records supporting payment shall be kept in the offices of Engineer for a period of not less than three (3) years and shall be made available to CITY for inspection, audit or copying upon reasonable request.

#### 4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Engineer under similar circumstances for a similar project. Engineer represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Contract. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the CITY. CITY retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder.

Engineer will seek written CITY approval to accept any contract or perform any services for any person, entity, or business that has an agreement or is in negotiations of an agreement with CITY. CITY may waive this conflict, but such waiver is at CITY's sole discretion and its decision shall be final.

#### 5. Ownership of Documents

As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that hard copies of all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any CITY standard provisions provided by Engineer, will remain the property of the CITY. Engineer will furnish CITY with paper and electronic copies, to the extent they are available, of all of the foregoing to facilitate coordination. However, ownership of the underlying work product shall remain the intellectual property of the Engineer. Engineer shall have the right to use such work products for Engineer's purposes. However, such documents are not intended to be suitable for reuse by CITY or others on extension of the Project or on any other project. Any reuse without the express written consent of the Engineer will be at reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

#### 6. Insurance

A. Engineer agrees to maintain Worker's Compensation and Employer's Liability Insurance to cover all of its own personnel engaged in performing services for CITY under this Contract in at least the following amounts:

- Workmen's Compensation – Statutory
- Employer's Liability – \$100,000.00
- Bodily Injury by Disease - \$500,000 (policy limits)
- Bodily Injury by Disease - \$100,000 (each employee)

B. Engineer also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

\$2,000,000.00 General aggregate limit

\$1,000,000.00 each occurrence sub-limit for all bodily injury or property damage incurred all in one occurrence

\$1,000,000.00 each occurrence sub-limit for Personal Injury and Advertising

C. Engineer shall add CITY, its City Council members and employees, as an additional insureds on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

D. Engineer shall furnish CITY with an Insurance Certificate on the date this Contract is executed and accepted by CITY, which confirms that all above required insurance policies are in full force and effect.

E. Engineer agrees to maintain errors and omissions professional liability insurance in the amount of not less than one million dollars (\$1,000,000) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

## **7. INDEMNIFICATION**

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

**ENGINEER'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000.00). NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER RESPECTIVE PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, LIQUIDATED, DELAY OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS OR USE OF PROPERTY, FACILITIES OR RESOURCES, THAT MAY RESULT FROM THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED HEREUNDER.**

## 8. Addresses for Notices and Communications

### **CITY:**

Richard Crowley  
City Manager  
City of Rockwall  
385 South Goliad  
Rockwall, Texas 75087

### **ENGINEER:**

Binkley & Barfield I C&P, Inc.  
1801 Gateway Boulevard  
Suite 101  
Richardson, Texas 75080

All notices and communications under this Contract shall be mailed or delivered to **CITY** and **Engineer** at the above addresses.

## 9. Successors and Assigns

CITY and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither CITY nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, council member, employee or agent of any public body which is a party hereto.

## 10. Termination for Convenience of the Parties

Engineer and CITY may terminate this Contract for their convenience at any time by giving at least thirty (30) days notice in writing to each other. If the Contract is terminated by CITY and/or Engineer as provided herein, Engineer will be paid for the Work provided and expenses incurred up to the termination date, if such final compensation is approved by CITY, in its sole discretion. If this Contract is terminated due to the fault of Engineer, Paragraph 10 hereof, relative to Termination for Cause, shall apply.

## 11. Changes

**CITY** may, from time to time, request changes in the Scope of Work of **Engineer** to be performed hereunder. Such changes, including any increase or decrease in the amount of **Engineer's** compensation, or time for performance, which are mutually agreed upon by and between **CITY** and **Engineer**, shall be incorporated in written amendments to this Contract. Any subsequent contract amendments shall be executed by the City Manager or other authorized representative as designated by the City Manager or City Council.

Any alterations, additions or deletions to the terms of this Contract, including the scope of work, shall be by amendment **in writing** executed by both CITY and Contractor.

## 12. Reports and Information

**Engineer**, at such times and in such forms as **CITY** may reasonably require, and as specified in the Scope of Work or in additional Contract Amendments shall furnish **CITY** periodic reports pertaining to the Work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

## 13. Entire Agreement

This Contract and its Exhibits and any future Contract Amendments constitute the entire agreement, and supersede all prior agreements and understandings between the parties concerning the subject matter of this Contract.

## 14. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

## 15. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

## 16. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it.

## 17. Governing Powers and Law

Both Parties agree and understand that the City does not waive or surrender any of its governmental powers by execution of this Agreement. To that end, the parties further understand that this agreement shall not be considered a contract for goods or services under Texas Local Government Code, Section 271.151 and Contractor waives any right or entitlement granted said provisions. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Rockwall County, Texas.

## 18. Attorney's Fees

If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this Contract, the non-breaching or non-negligent Party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.



19. State or Federal Laws

This Contract is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_ 2015.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

\_\_\_\_\_  
Richard Crowley, City Manager

## **EXHIBIT “A”**

### **SCOPE OF WORK**

Exhibit “A” further outlines the proposed scope of work to be performed by Binkley & Barfield-C&P, Inc. (BBCPI). BBCPI shall perform engineering design and shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. These plans and design shall be consistent with normal industry practice for projects of this nature. The project services are defined as follows:

- A. Preliminary** – Meet with City staff and go over project and establish a “very preliminary opinion of probable cost”.
- B. Design Survey:**
  - 1. Establish a horizontal and vertical control network and project control baseline for the project area. Existing topographic data in the area will be merged with the obtained data to obtain the best fit existing surface;
  - 2. Establish horizontal and vertical project control monumentation;
  - 3. Tie ROW lines, easements and corners that can be found via pin finder, property lines and corners/monuments, buildings, fence lines, mailboxes, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. This is not a property or ROW Survey. Existing visible above ground utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.);
  - 4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), culverts (flowline and top of pipe or headwall), water meters (top of meter box), water valves (top of valve box), clean outs (top and invert), and other improvements as needed within the project areas for the design;
  - 5. Contacting Texas 811 prior to topographic survey to request field locates of existing underground utilities within the project limits (Not Level B SUE).
- C. Design Phase:**
  - I. Preliminary Design**
    - 1. Attend kick off meeting with the City of Rockwall to discuss project schedule and preliminary alignment as necessary to facilitate design;
    - 2. Meet with City of Rockwall engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and ROW maps, existing easement information, recent bid tabulations from projects similar in scope and other information available for the project area;
    - 3. Conduct an on-site review and walk through of project locations;
    - 4. Meet with the City Staff to confirm easement and/or right of way requirements (none anticipated for this project.);
    - 5. Prepare preliminary construction plans. Prepare the following sheets (22” x 34”) at the engineering scale indicated:
      - a. Cover Sheet
      - b. General Notes Sheet
      - c. Quantity Sheet (sheet by sheet breakdown of all quantities)

- d. Project Layout Control Sheet, Scale 1"= 100'
  - e. Typical Sections and Details Sheet
  - f. Waterline Replacement Plan/Profile Sheets, Scale 1"=40'
6. Erosion Control will be incorporated into the construction plans as needed;
  7. Prepare outline of any special technical specifications needed for the project (if any);
  8. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost;
  9. Submit two (2) sets of preliminary plans, and two (2) sets of outline of special technical specifications and preliminary statement of probable construction cost to the City for review (60% Submittal).

## **II. Begin Final Design**

1. Meet with City of Rockwall staff to discuss City comments on preliminary plans, specifications and cost estimates;
2. Revise preliminary plans incorporating comments from the City of Rockwall;
3. Finalize construction plans for proposed replacements/improvements;
4. Finalize technical specifications and special conditions (if any);
5. Prepare bid documents for construction (as required by the City of Rockwall);
6. Incorporate City of Rockwall Standard Details into the construction plans and prepare additional details as required;
7. Finalize construction quantities and revise engineer's estimate of probable construction cost;
8. Submit two (2) sets of construction plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review (90% Submittal).

## **III. Final Design**

1. Meet with City of Rockwall staff to discuss City final comments on construction plans, specifications, bid schedule and cost estimates;
2. Revise construction plans incorporating final comments from the City of Rockwall;
3. Revise bid documents, technical specifications and special conditions (as needed per final comments from the City of Rockwall);
4. Revise construction quantities and revise engineer's estimate of probable construction cost (as needed per final comments from the City of Rockwall);
5. Submit one (1) set of final black/blue line prints, one (1) bound copy of the bid documents and two (2) unbound original bid documents with special technical specifications to the City of Rockwall (100% Submittal).

## **D. Bid Phase**

1. Assist the City staff in advertising for bids;
2. Furnish plans and specifications for bidding (25 sets) and distribute from BBCPI office. Maintain a list of plan holders;
3. Furnish plans and bid documents to plan review rooms. These documents are to be furnished at no cost to the plan review rooms;
4. Assist City staff in conducting a pre-bid conference, if required;
5. Provide written responses to requests for information or clarifications;

6. Address technical questions and prepare draft addenda, if necessary;
7. Assist City staff as required in bid opening.
8. Provide bid tabulation to the City within four working days of the bid letting (if requested);
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Rockwall for awarding a contract to the lowest responsible bidder within four working days of the bid letting (if requested).

**E. Construction Phase**

1. Assist City staff in obtaining completed contract documents from approved contractor;
2. Assist City staff in a pre-construction conference;
3. Review and approval of shop drawings and other submittals;
4. Provide written responses for construction questions;
5. Provide periodic site visits by the design engineer, at least two (2) times per month during construction;
6. Prepare plan and quantity revisions as required for change orders;
7. Perform a final walk-through inspection and prepare a written final punch list;
8. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one black-line set to the City and two (2) CD-ROM disks containing AutoCAD drawing files and scanned images of the 34" x 22" final "Record Drawings" (with "As-Built" stamps bearing the signature of the Engineer with the current date). The drawings shall be scanned 1 to 1 as an Adobe Acrobat Document (PDF File) at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The PDF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order. AutoCAD drawing files will be saved to the latest version of AutoCAD as specified by the City of Rockwall.

**F. Franchise Utility Coordination**

1. Contacting franchise utility companies regarding the location of their facilities in the area (with City's assistance). City to furnish contact information.
2. Send preliminary and final plans to utility companies and request their review for possible conflicts with their facilities (with City's assistance);
3. Reflect the utility locations on the construction documents;
4. Assist the City in preparing any exhibits necessary for obtaining franchise utility company approval.

**EXHIBIT "B"**  
**COMPENSATION**  
Waterline Replacement Project

Exhibit "B" further outlines the basis of compensation to Binkley & Barfield-C&P, Inc. for services provided.

**Basic Fee Services:** The basic fee for the services outlined in this agreement is \$49,070.00.

The basis of compensation for the Basic Fee services shall be as follows:

A. Preliminary .....	\$750.00
B. Design Survey.....	\$6,640.00
C. Design Phase.....	\$33,725.00
D. Bid Phase.....	\$2,500.00
E. Construction Phase.....	\$1,100.00
F. Franchise utility Coordination.....	<u>\$1,800.00</u>

Engineering/Surveying ..... \$46,515.00

Prints, Plots, Deliveries, Mileage..... \$2,555.00  
(Estimated)

Total ..... \$49,070.00

These items will be billed lump sum monthly based on percent completion of the design tasks.  
Any taxes will be additional.

Total compensation for Basic Fee Services is \$49,070.00

**ADDITIONAL SERVICES**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

1. Horizontal and Vertical control stakes for construction;
2. Construction Materials Testing;
3. Geotech Investigation of the project site;
4. Trench Safety Design;
5. SWPPP sheets meeting TCEQ and City of Rockwall requirements will not be required.  
(Estimated Project Site < 1 Acre)



**Preliminary Cost Estimate  
 Rockwall Water Line Improvements  
 BBCPI Project #BC15018**

Item	Description	Units	Quantity	Unit Price	Total
1	PVC Water Line, AWWA C900 DR14, 08", by OC w Embed	LF	200.00	\$35.00	\$7,000.00
2	PVC Water Line, AWWA C905 DR18, 16", by OC w Embed	LF	1,850.00	\$60.00	\$111,000.00
3	DI Fittings	TNS	10.00	\$5,000.00	\$50,000.00
4	Gate Valve 8"	EA	5.00	\$900.00	\$4,500.00
5	Gate Valve 16"	EA	4.00	\$5,000.00	\$20,000.00
6	Cut & Plug Existing 8" Water	EA	2.00	\$500.00	\$1,000.00
7	Cut & Plug Existing 16" Water (RCCP)	EA	2.00	\$1,500.00	\$3,000.00
8	Tapping Sleeve & Valve 16" x 16" (Tap RCCP)	EA	2.00	\$8,000.00	\$16,000.00
9	Remove and Salvage Existing Fire Hydrant	EA	4.00	\$600.00	\$2,400.00
10	F&I Fire Hydrant Assembly, Complete	EA	4.00	\$3,200.00	\$12,800.00
11	Traffic Control	LS	1.00	\$5,000.00	\$5,000.00
12	Erosion Control	LS	1.00	\$2,500.00	\$2,500.00
13	Trench Safety	LF	2,050.00	\$3.00	\$6,150.00
14	Solid Block Sodd	SY	200.00	\$6.00	\$1,200.00
15	Connect to Existing 8" Water Line	EA	1.00	\$1,500.00	\$1,500.00
16	Connect to Existing 16" Water Line (RCCP)	EA	2.00	\$2,000.00	\$4,000.00
17	Water Crossing Under Existing Sanitary Sewer	EA	1.00	\$1,500.00	\$1,500.00
18	Remove Reinforced Concrete Driveway	SY	0.00	\$10.00	\$0.00
19	Remove Reinforced Concrete Pavement	SY	661.11	\$10.00	\$6,611.11
20	Replace Reinforced Concrete Driveway	SY	0.00	\$60.00	\$0.00
21	Replace Reinforced Concrete Pavement	LF	1,116.67	\$60.00	\$67,000.00
22	Full Depth Saw Cut	LF	9,020.00	\$3.00	\$27,060.00
23	Water Test	LS	1.00	\$2,500.00	\$2,500.00
24	Compaction Testing	LS	1.00	\$3,000.00	\$3,000.00
25	Construction Staking	LS	1.00	\$2,500.00	\$2,500.00
26	Bonds (1.5%)	LS	1.00	\$5,253.32	\$5,253.32
					\$363,474.43
				15% Contingency	\$72,694.89
					\$436,169.31

**EXHIBIT "C"**  
**SCHEDULE**  
Waterline Replacement Project

BINKLEY & BARFIELD-C&P, INC. agrees to perform engineering and surveying services in accordance with the outline below, to the extent over which BBCPI has control.

- **Commencement of Work** - The City agrees to issue a Notice to Proceed as soon as practical after approval by the Rockwall City Council. BBCPI agrees to begin work within five (5) working days following the issuance of a Notice to Proceed.
- **Time Line** – The following time line shall govern the completion of the indicated items.
  1. Completion/Furnishing 60% preliminary plans for forwarding to utility companies to plan adjustments: 75 calendar days from date of authorization, exclusive of City review time.
  2. Completion/Furnishing 90% final plans, specifications, bid quantities, and construction cost estimates: 120 calendar days from date of authorization.
  3. Completion/Furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 145 calendar days from date of authorization.
  4. Bidding and Construction Services shall correspond to City's schedule and construction time.
  5. Closure: 30 calendar days from the date of construction completion.



1 inch = 200 feet



Date: 7/1/2015



## MEMORANDUM

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**TO:** Honorable Mayor and City Council

**FROM:** Kristy Ashberry, City Secretary

**SUBJECT:** Item to be added Friday

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Supplemental information for this item will be added to the packet this Friday.



## CITY OF ROCKWALL, TEXAS MEMORANDUM

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**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager*  
Robert LaCroix, *Director of Planning and Zoning*

**FROM:** Ryan Miller, *Planning Manager*

**DATE:** July 6, 2015

**SUBJECT:** Z2015-016, *Discovery Lakes (AG to PD)*

---

At their regularly scheduled meeting on June 30, 2015, the Planning and Zoning Commission approved a motion to table the proposed zoning case to the July 14, 2015 meeting. The motion was approved by a vote of 3-2, with Chairman Renfro and Commissioner McCutcheon dissenting and Commissioners Conley and Logan absent. This means that the projected City Council public hearing will be held at the July 20, 2015 meeting. According to Section 6.2, *Public Hearing Postponements, Recess, and Continuations*, of the Article II of the Unified Development Code (UDC), a public hearing may be postponed by announcing the postponement at the public hearing and indicating the time and place the new hearing is scheduled to begin; however, the date and time of the postponed public hearing cannot be greater than 60 days from the original public hearing date. The announcement of a postponement shall be sufficient notice and no additional notice shall be required.



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**CITY OF ROCKWALL**

**ORDINANCE NO. 15-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT 77 (PD-77) FOR SINGLE FAMILY 10 (SF-10) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 29.192-ACRE TRACT OF LAND IDENTIFIED AS A PORTION OF TRACT 1-01 OF THE S. R. BARNES SURVEY, ABSTRACT NO. 13, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City has received a request by the Cole Franklin of the Skorburg Company on behalf of the owner of the property, Lonnie Gideon, for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 10 (SF-10) District land uses, on a 29.192-acre tract of land identified as a portion of Tract 1-01 of the S. R. Barnes Survey, Abstract No. 13, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [*Ordinance No. 04-38*] should be amended as follows:

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

**Section 1.** That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District Ordinance and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

**Section 2.** That development of the *Subject Property* shall generally be in accordance with the *Planned Development Concept Plan*, described in *Exhibit 'B'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'B'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

**Section 3.** That development of the *Subject Property* shall generally be in accordance with the *Development Standards*, described in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

**Section 4.** That a master parks and open space plan for the Property, prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan, (Open Space Master Plan)* shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

**Section 5.** That development of the *Subject Property* shall be in conformance with the schedule listed below (*except as set forth below with regard to simultaneous processing and approvals*).

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (*including Subsections 5(b) through 5(e) below*), shall be the exclusive procedures applicable to the subdivision and platting of the Property.
- (b) The following plans and plats shall be required in the order listed below (*except as set forth below with regard to simultaneous processing and approvals*). The City Council shall act on an application for an *Open Space Master Plan* in accordance with the time period specified in *Section 212.009* of the *Texas Local Government Code*.
  - (1) Open Space Master Plan
  - (2) Master Plat
  - (3) PD Site Plan
  - (4) Preliminary Plat
  - (5) Final Plat
- (c) *PD Site Plan.* A *PD Site Plan* covering all of the *Subject Property* shall be submitted and shall identify all site/landscape/hardscape plan(s) for all open space, neighborhood parks, trail systems, street buffers and entry features. A *PD Site Plan* application may be processed by the City concurrently with a *Preliminary Plat Application* for the development.
- (d) *Preliminary Plat.* A *Preliminary Plat* covering all of the *Subject Property* shall be submitted and shall include a *Treescape Plan*. A *Preliminary Plat Application* may be processed by the City concurrently with a *PD Site Plan Application* for the development.
- (e) *Final Plat.* Prior to the issuance of any building permits, a *Final Plat*, conforming to the *Preliminary Plat*, for all of the *Subject Property* shall be submitted for approval.

**Section 7.** That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

**Section 8.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**Section 9.** The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development*

Code), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

**Section 10.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 6th DAY OF JULY, 2015.**

\_\_\_\_\_  
Jim Pruitt, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristy Ashberry, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, City Attorney

1<sup>st</sup> Reading: 06/15/2015

2<sup>nd</sup> Reading: 07/06/2015

**Exhibit 'A':**  
*Legal Description*

*BEING* a 29.192-acre tract out of the S. R. Barnes Survey, Abstract No. 13, Rockwall County, Texas being part of the following described 80-acre tract of land:

80-acres of land, more or less, out of the S. R. Barnes Survey, Abstract No. 13, Rockwall County, Texas, and more particularly described by metes and bounds as follows:

*BEGINNING* at the Southwest corner of said S. R. Barnes Survey;

*THENCE* North 940 varas to a point for the Northwest corner of this tract;

*THENCE* East 475 varas to a point for the Northeast corner of this tract;

*THENCE* South 940 varas to a point for the Southeast corner of this tract;

*THENCE* West 475 varas to the PLACE OF BEGINNING

and being the same land's described as Tract 1 in a deed dated March 11, 1940, from M. M. McCurry, et ux, et al, to Joe W. Gideon et ux, Katherine Gideon, and recorded in Volume 35, Page 591, Deed Records of Rockwall County, Texas,

*SAVE AND EXCEPT FROM SAID 80-ACRES THE FOLLOWING FOUR TRACTS OF LAND:*

*SAVE and EXCEPT TRACT 1:*

1.5034435-acres of land, more or less, out of the S. R. Barnes Survey, Abstract No. 13, Rockwall County, Texas, and more particularly described by metes and bounds as follows, to-wit:

*BEGINNING* at a point in the middle of a public road on the East boundary line of the afore described 80-acre tract, said point being 346 varas South of the Northeast corner of said 80-acre tract and being the Northeast corner of this 1.5034435-acre tract;

*THENCE* West along the middle of a public road 63.699 varas to a point in the middle of the intersection of two public roads for the Northwest corner of this 1.5034435-acre tract;

*THENCE* South along the middle of a public road 133.093 varas to a point for the Southwest corner of this 1.5034435-acre tract;

*THENCE* East 63.699 varas to a point on the East boundary line of the aforescribed 80-acre tract for the Southeast corner of this 1.5034435-acre tract;

*THENCE* North 133.093 varas along the East boundary line of the aforescribed 80-acre tract to the place of beginning.

*SAVE and EXCEPT TRACT 2:*

7.170-acres conveyed in a Warranty Deed from Lonnie L. Gideon, a single person, both Individually and as Trustee of the Bradley Joe Gideon Trust, to Donald R. Taylor, dated May 5, 1994, filed May 11, 1994, recorded in Volume 902, Page 141, Deed Records, Rockwall County, Texas.

*SAVE and EXCEPT TRACT 3:*

2.172-acres conveyed in a Warranty Deed from Lonnie Leo Gideon, Individually and as Independent Executor of the Estate of Joe Wilson Gideon, Deceased, and as Trustee of the Bradley Joe Gideon Trust, to James T. Bradley and wife, Brenda J. Bradley, dated May 31, 1994, filed June 2, 1994, recorded in Volume 908, Page 10, Deed Records, Rockwall County, Texas.

*SAVE and EXCEPT TRACT 4:*

8.466-acres vested in the City of Rockwall, Texas pursuant to Agreed Judgment of Court Granting Right-of-Way and Easement under Cause No. 1-07-552, District Court, Rockwall County, certified copy filed October 30, 2009, recorded in Volume 5951, Page 84, Official Public Records, Rockwall County, Texas.





**Exhibit 'C':**  
*PD Development Standards*

**A. GENERAL REQUIREMENTS**

***Development Standards.***

1. *Permitted Uses.* Unless specifically provided by this Planned Development ordinance, only those uses permitted within the Single Family 10 (SF-10) District, as stipulated by the *Permissible Use Charts* contained in Article IV, *Permissible Uses*, of the Unified Development Code (UDC), are allowed on the *Subject Property*.
2. *Lot Composition and Layout.* The lot layout and composition shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* and stated in *Table 1*, which is as follows:

*Table 1: Lot Composition*

Lot Type	Minimum Lot Size (FT)	Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
A	80' x 125'	10,000 SF	45	62.50%
B	100' x 150'	15,000 SF	27	37.50%
Average Lot Size:		10,000 SF		
		Maximum Permitted Units:	72	100.00%

3. *Density and Dimensional Requirements.* Unless specifically provided by this Planned Development ordinance, the development standards stipulated by the Single Family 10 (SF-10) District, as specified by Article V, *District Development Standards*, of the Unified Development Code are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed 2.50 dwelling units per gross acre of land; however, in no case should the proposed development exceed 72 units. All lots shall conform to the standards depicted in *Table 2*, which is as follows:

*Table 2: Lot Dimensional Requirements*

Lot Type (see Concept Plan) ►	A	B
Minimum Lot Width/Frontage <sup>(1)</sup>	80'	100'
Minimum Lot Depth	125'	150'
Minimum Lot Area	10,000 SF	15,000 SF
Minimum Front Yard Setback <sup>(3)</sup>	20'	20'
Minimum Side Yard Setback	5'	7'
Minimum Side Yard Setback (Adjacent to a Street)	10'	10'
Minimum Length of Driveway Pavement	20'	20'
Maximum Height	36'	36'
Minimum Rear Yard Setback	15'	15'
Minimum Area/Dwelling Unit (SF) <sup>(2)</sup>	2,600 SF	3,000 SF
Maximum Lot Coverage	65%	70%

*General Notes:*

- <sup>1</sup>: Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may have the front lot width reduced by 20% as measured at the front property line provided that the lot width will be met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to 10%, but shall meet the minimum lot size for each lot type as referenced within *Table 1*.
- <sup>2</sup>: A maximum of 20% of the lots may have homes not less than 2,500 SF.
- <sup>3</sup>: The Director of Planning or his designee may grant a reduction in the required 20-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 20-foot front yard building setback would create an undue hardship on the property.

4. *Building Standards.* All development shall adhere to the following building standards:

**Exhibit 'C':**  
*PD Development Standards*

- (a) *Masonry Requirement.* The minimum masonry requirement for the exterior façades of all buildings shall be 90%. For the purposes of this ordinance the masonry requirement shall be limited to full width brick, natural stone, cast stone, cementaceous fiberboard horizontal lap-siding (e.g. *HardiBoard* or *Hardy Plank*) and, stucco (i.e. *three [3] part stucco* or a comparable -- to be determined by staff).
- (b) *Roof Pitch.* A minimum of an 8:12 roof pitch is required on all structures with the exception of sunrooms and porches, which shall have a minimum of a 4:12 roof pitch.
- (c) *Garage Orientation.* Garages shall oriented in a *traditional swing* (or *j-swing*) or in a front entry configuration. If a front entry garage configuration is utilized that garage shall be located at least 20-feet behind the front building façade. On *traditional swing* (or *j-swing*) garages a second single garage door facing the street is permitted if it is located behind the width of the double garage door.
5. *Anti-Monotony Restrictions.* The development shall adhere to the *Anti-Monotony Matrix* depicted in *Table 3* below (for spacing requirements see the illustration below).

*Table 3 : Anti-Monotony Matrix*

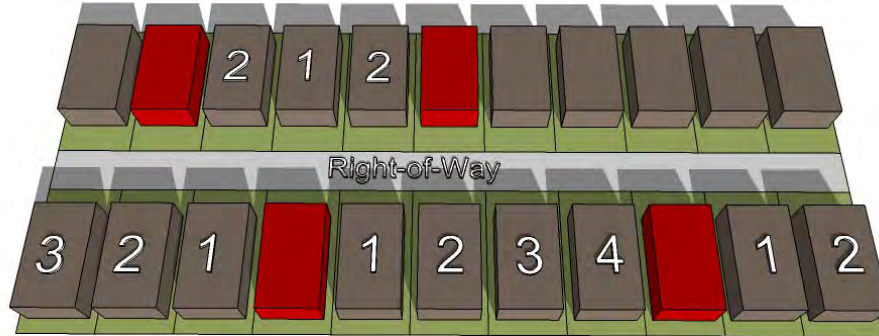
<i>Lot Type</i>	<i>Minimum Lot Size</i>	<i>Elevation Features</i>
A	80' x 125'	(1), (2), (3)
B	100' x 150'	(1), (2), (3)

- (1) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least four (4) intervening homes of differing materials on the same side of the street beginning with the adjacent property and two (2) intervening homes of differing materials on the opposite side of the street.
- (2) Front building elevations shall not repeat along any block face without at least four (4) intervening homes of differing appearance on the same side of the street and two (2) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or on John King Boulevard shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
- (a) Number of Stories
- (b) Permitted Encroachment Type and Layout
- (c) Roof Type and Layout
- (d) Articulation of the Front Façade
- (3) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (*3-Tab Roofing Shingles are prohibited*).

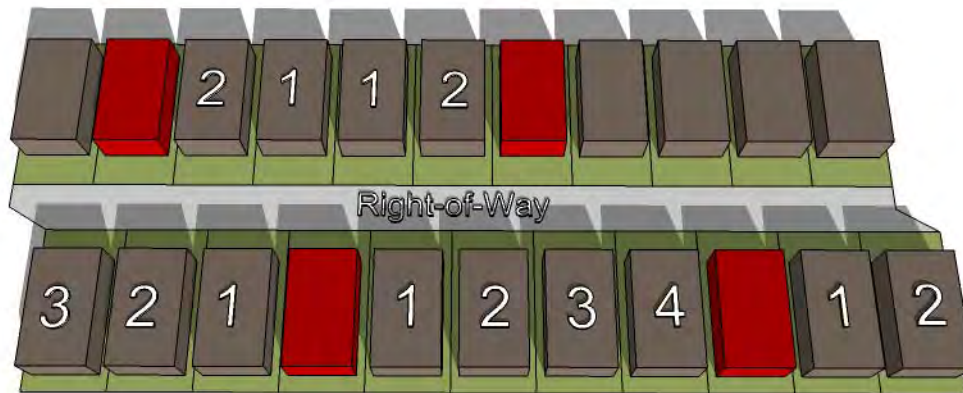
*See the Illustrations on the following page.*

**Exhibit 'C':**  
**PD Development Standards**

*Illustration 1: Properties line up on the opposite side of the street. Where RED are the same.*



*Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.*



6. **Fencing Standards.** All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, and meet the following standards:
- (a) **Wood Fences.** All wood fences shall be constructed of a standard fencing material (*minimum of ½" thickness or better; spruce fencing will not be allowed*), and use fasteners that are hot dipped galvanized or stainless steel. Wood fences facing onto a street shall be painted and/or stained and sealed with all pickets being placed on the *public side* facing the street. All wood fences shall be smooth-finished, free of burs and splinters, and be a maximum of six (6) feet in height.
  - (b) **Wrought Iron/Tubular Steel.** Lots located along the perimeter of roadways, abutting open spaces, greenbelts and parks shall be required to install a wrought iron or tubular steel fence. Wrought iron/tubular steel fences can be a maximum of six (6) feet in height.
  - (c) **Corner Lots.** Corner lots fences (*i.e. adjacent to the street*) shall provide masonry columns at 45-feet off center spacing that begins at the rear of the property line. A maximum of six (6) foot solid *board-on-board panel* fence constructed utilizing cedar fencing shall be allowed between the masonry columns along the side and/or rear lot adjacent to a street. In addition, the fencing shall be setback from the side property line

**Exhibit 'C':**  
*PD Development Standards*

adjacent to a street a minimum of five (5) feet. The property owner shall be required to maintain both sides of the fence.

- (d) *Solid Fences (including Wood Fences)*. All solid fences shall incorporate a decorative top rail or cap detailing into the design of the fence.

**7. Landscape and Hardscape Standards.**

- (1) *Landscape*. Landscaping shall be reviewed and approved with the PD Site Plan. All *Canopy/Shade Trees* planted within this development, unless specifically provided by this PD Ordinance, shall be a minimum of four (4) caliper inches in size and all *Accent/Ornamental/Under-Story Trees* shall be a minimum of four (4) feet in total height. The following tree species are approved for planting within this subdivision:

(a) *Canopy/Shade Trees*. Bald Cypress, Cedar Elm, Texas Red Oak, Homestead Elm, Lace Bark Elm, Alle Elm, Chinese Pistachio, Shumard Oak, Sycamore, and Burr Oak.

(b) *Accent/Ornamental/Under-Story Trees*. Texas Redbud, Eve's Necklace, Mexican Plum, Downy Hawthorn, Crepe Myrtle, Texas Mountain Laurel, Vitex, and Desert Willow.

- (2) *Landscape Buffers*. All landscape buffers and plantings located within the buffers shall be maintained by the Homeowner's Association (HOA).

(a) *Landscape Buffer and Sidewalks (John King Boulevard)*. A minimum of a 50-foot landscape buffer shall be provided along the frontage of John King Boulevard (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. The developer shall also be responsible for the construction of a ten (10) foot sidewalk situated within the 50-foot landscape buffer adjacent to John King Boulevard.

(b) *Landscape Buffer (Quail Run Road)*. A minimum of a 20-foot landscape buffer shall be provided along the frontage of Quail Run Road (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, at least one (1), three (3) inch canopy tree shall be planted per 50-feet of linear frontage.

- (3) *Streetscape Landscaping*. Prior to the issuance of a Certificate of Occupancy (CO), all residential, single family lots situated within the proposed subdivision shall be landscaped with canopy trees from the list stipulated by *Section 7(1)* of this ordinance in the following sizes and proportions:

- (i) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of an interior lot.



**Exhibit 'C':**  
*PD Development Standards*

- (ii) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of a corner lot and two (2), three (3) inch caliper trees shall be planted in the side yard facing the street.

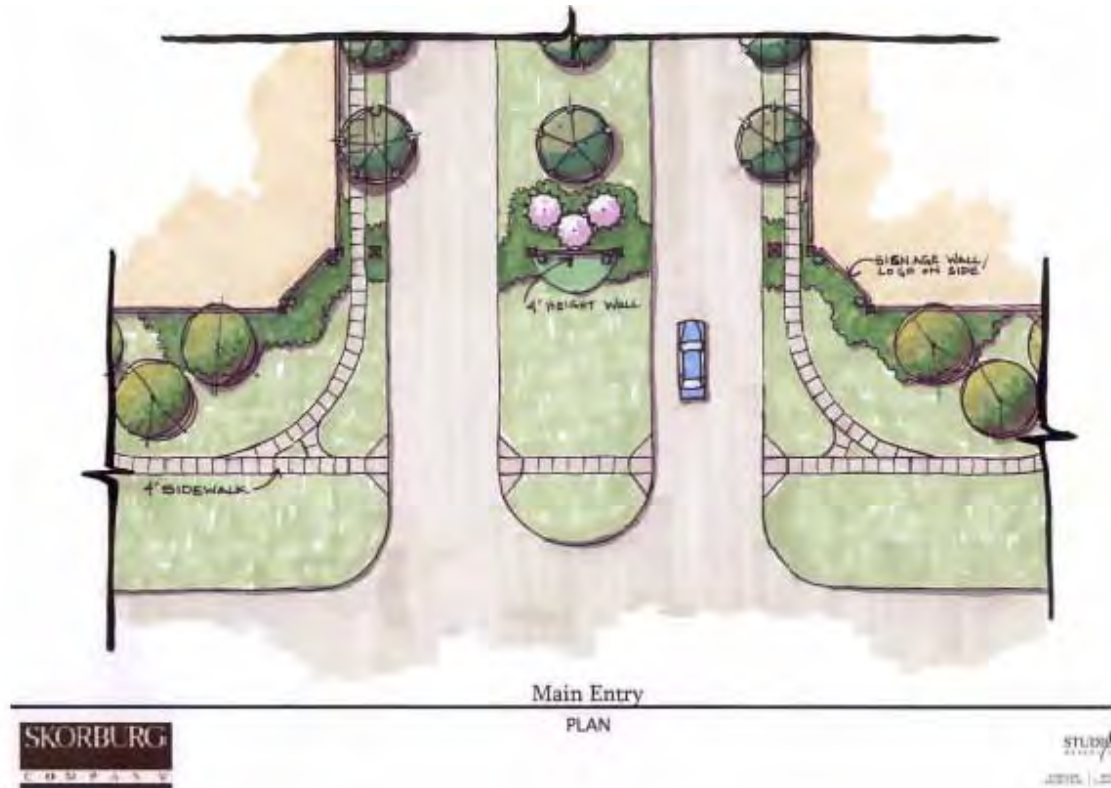
*Note: For the purposes of this section only [i.e. Section 7(3)], the term “front yard” includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.*

- (4) *Irrigation Requirements.* Irrigation shall be installed for all required landscaping located within common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association.
- (5) *Hardscape.* Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the PD Site Plan.
- 8. *Street.* All streets (*excluding drives, fire lanes and private parking areas*) shall be built according to City street standards.
- 9. *Lighting.* Light poles shall not exceed 20-feet in total height (*i.e. base and lighting standard*). All fixtures shall be directed downward and be positioned to contain all light within the development area.
- 10. *Sidewalks.* At a minimum, all sidewalks located on lay down curb section streets shall begin four (4) feet behind the back of curb and be five (5) feet in overall width.
- 11. *Buried Utilities.* New distribution power-lines required to serve the *Subject Property* shall be placed underground, whether such lines are located internally or along the perimeter of the *Subject Property*, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (*i.e. 3-phase lines*), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the *Subject Property*, except along John King Boulevard. The *Developer* shall not be required to re-locate existing overhead power-lines along the perimeter of the *Subject Property*. Temporary power-lines constructed across undeveloped portions of the *Subject Property* to facilitate development phasing and looping may be allowed above ground, but shall not be considered *existing lines* at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.
- 12. *Open Space.* The development shall consist of a minimum of 9.56% open space (*or 2.79-acres*), and generally conform to the *Open Space Plan* contained in *Exhibit 'B'* of this ordinance. All open space areas shall be maintained by the Homeowner's Association (HOA).
- 13. *Neighborhood Signage.* Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision and shall generally conform to the signage depicted in *Figures 1 & 2 (below)*. Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*.

**Exhibit 'C':**  
*PD Development Standards*

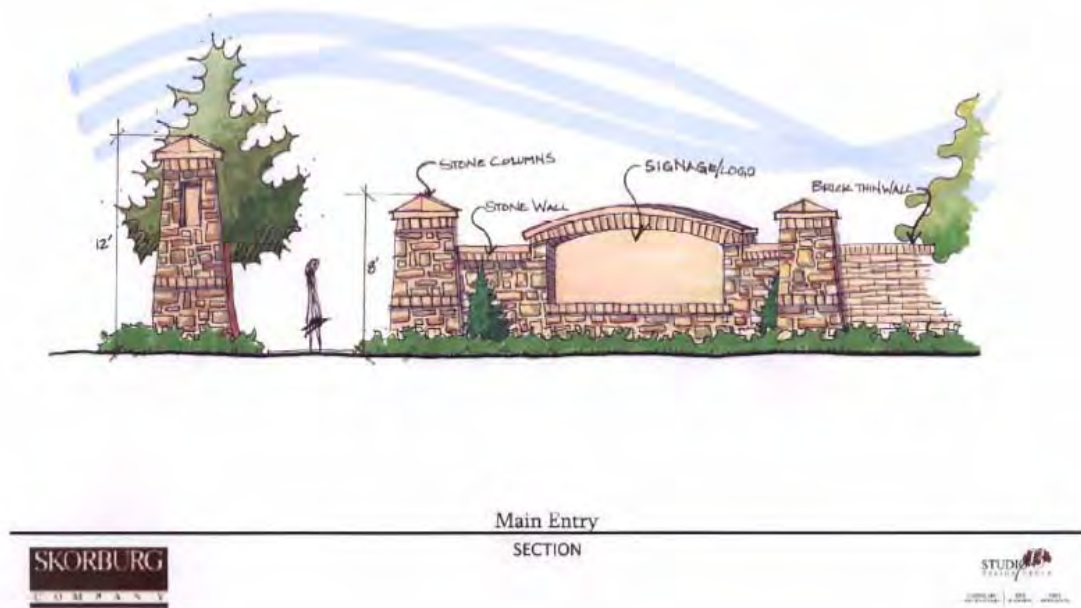
*See the Illustrations on the following page.*

**Figure 2:** *Example of Subdivision Signage Locations*



**Figure 3:** *Example of Subdivision Signage Design Standard*

**Exhibit 'C':**  
*PD Development Standards*



14. *Amenity Center.* A site plan, landscape plan and building elevations for the Amenity Center shall be subject to site plan approval by the Planning and Zoning Commission prior to construction.
15. *Homeowner's Association (HOA).* A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of *Section 38-15* of the *Subdivision Regulations* contained within the *Municipal Code of Ordinances* of the City of Rockwall. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development.
16. *Variances.* The variance procedures and standards for approval that are set forth in the Unified Development Code shall apply to any application for variances to this ordinance.

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Honorable Mayor and City Council Members  
**FROM:** Kristy Ashberry, City Secretary / Assistant to the City Manager  
**SUBJECT:** Agenda item re: draft golf carts ordinance  
**DATE:** July 2, 2015

---

The topic of a 'golf carts' ordinance to regulate their use was discussed at the June 15 city council meeting, and public input on the subject was heard by Council. City Attorney Frank Garza has drafted the attached ordinance for council consideration, and has indicated that this version incorporates some, but not all, of the recommended changes voiced by the gentleman who spoke on June 15. Mr. Garza will be available to answer any questions the council may have on Monday.



ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS ADDING SECTIONS 26-290 TO 260-2976 *OPERATION OF GOLF CARTS* TO CHAPTER 26, *MOTOR VEHICLES AND TRAFFIC*, ARTICLE IV, *BICYCLES, GOLF CARTS AND PLAY VEHICLES*, DIVISION 5 OF THE MUNICIPAL CODE OF ORDINANCES TO AUTHORIZE THE OPERATION OF GOLF CARTS WITHIN THE CITY LIMITS; AUTHORIZING THE CITY TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; PROVIDING A PENALTY; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HERewith; REQUIRING PUBLICATION AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City of Rockwall is a Home Rule Municipality duly formed under the Constitution and the laws of the State of Texas; and

**WHEREAS**, the regulation of traffic is essential to the furtherance of public health, safety and welfare; and

**WHEREAS**, the Texas Transportation Code authorizes the governing body of a municipality to regulate and control the operation of Motorized Carts (golf carts only) within the city's legal boundaries and on its public Streets to ensure the public safety of the community; and

**WHEREAS**, the Rockwall City Council, deems it to be in the best interest and safety of the citizens to regulate and control the operation of Motorized Carts (golf carts only) within the Town's legal boundaries and on its public Streets; and

**WHEREAS**, the City Council determines that regulating the operation of Motorized Carts upon public streets within the Town is necessary in the interest of the health, safety and welfare of the public.

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

**SECTION ONE. AMENDMENT.** Sections 26-290 to 260-297, *Operation of Golf Carts* are added to Chapter 26 *Motor Vehicles and Traffic*, Article IV, *Bicycles, Golf Carts and Play Vehicles Division 5* of the Municipal Code of Ordinances to read as follows:

**CHAPTER 26, *MOTOR VEHICLES AND TRAFFIC*,  
ARTICLE IV - *BICYCLES, GOLF CARTS AND PLAY VEHICLES*,  
DIVISION 5**

## SEC. 26-290. .DEFINITIONS

- A. (*Driver's license* means an authorization issued by the department of public safety for operation of a motor vehicle. The term includes a temporary license or instruction permit and an occupational license.
- B. *Golf cart* shall have the meaning assigned by the V.T.C.A., Transportation Code § 502.001, as amended, and means a motor vehicle commonly referred to as a golf cart which must have a minimum of four wheels and has an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured primarily for transporting persons on a golf course and in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles ("ATVs"), off-road vehicles, four-wheelers, Mules, and Gators, ~~and design altered golf carts which have been altered to allow them to travel at a speed greater than 25 miles per hour?~~
- C. *Driver Safety Course* shall mean a basic safety course conducted by the City's Park and Recreation Department on the proper handling of a golf cart on public streets for unlicensed drivers that are 14 years or older.
- ~~C.D.~~ *Night-time* shall have the meaning assigned by V.T.C.A., Transportation Code § 541.401(5) and means the period beginning one-half hour after sunset and ending one-half hour before sunrise.
- ~~D.E.~~ *Operator* means any person driving and having physical control over the golf cart.
- ~~E.F.~~ *Park* or *parking* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers.
- ~~F.G.~~ *Parking area* means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.
- ~~G.H.~~ *Street* means a public roadway of the City of Rockwall, Texas by whatever name (e.g., road, alley, avenue, highway, route, boulevard, etc.) that:
- (1) Provides for no more than two lanes of vehicular traffic per direction; or
  - (2) Is not designated as part of either the state or federal highway system

## SEC. 26-291. PERMITTED LOCATIONS OF OPERATION

- Golf carts are permitted to be operated on:

- A. Streets ("permitted streets") where the posted speed limit is 30 miles per hour or less, and the street is not designated as part of a state highway system, including Interstate Highway 30;
- B. A "public highway" as defined by the V.T.C.A., Transportation Code § 502.001, if the public highway is in the corporate limits of the City; and,
- C. A parking area as defined by this ordinance.

#### **~~SEC. 26-292. REGISTRATION PERMIT~~**

~~Before any golf cart may be operated on any permitted street, public highway, or parking area of the city ("permitted locations"), it must be registered by the Texas Department of Motor Vehicles and display the license plate as mandated by the V.T.C.A., Transportation Code § 551.402.~~

#### **SEC. 26-29~~2~~3. REQUIRED EQUIPMENT**

- A. A golf cart ~~properly registered under section 26-292~~ must be equipped with the following equipment as mandated by the V.T.C.A., Transportation Code § 551.404(a), as amended, and/or required by the city to operate on permitted locations:
  - (1) Operational headlamps;
  - (2) Operational tail lamps;
  - (3) Side reflectors;
  - (4) Operational parking brake; and
  - (5) Rear-view mirror(s)
- B. A golf cart that is operated at a speed of not more than 25 miles per hour shall display a slow-moving-vehicle emblem when it is operated on a public highway, as defined by V.T.C.A., Transportation Code § 502.001.
- C. Additionally, golf carts driven during the night time shall be equipped with the following:
  - (1) Turn signals;
  - (2) Horn; and
  - (3) Brake lights.
- D. Equipment and its installation must meet standards provided by Texas Transportation Code, as amended.
- E. All such safety equipment shall be maintained as required by state law.

#### **SEC. 26-29~~3~~4. OPERATION REGULATIONS**

- A. All ~~registered~~ operators of golf carts shall:

- (1) Be either licensed to operate a motor vehicle as provided by V.T.C.A., Transportation Code § 521.021, ~~as amended,~~ and carry a valid driver's license as provided by V.T.C.A., Transportation Code § 521.025, ~~and all driver's license permissions and restrictions shall apply to the operating of a golf cart of have taken the Driver Safety Course.~~;
- (2) Abide by all traffic regulations applicable to vehicular traffic when operating a golf cart in the city.
- (3) Use standard hand signals for turning during daylight if the operator's golf cart is not equipped with turn signals;
- (4) Not operate or park a golf cart on a sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic at any time unless such operation is by Police or authorized City personnel acting in an official capacity and performing an official duty;
- (5) Not pull any object or person with a golf cart in a permitted location;
- (6) Maintain financial responsibility as required for other passenger vehicles in the V.T.C.A., Transportation Code § 601.051;
- (7) Not intentionally or knowingly allow an unlicensed operator or ~~unregistered operator~~ who has not taken the driver safety course to operate a golf cart in violation of this chapter;
- (8) Not exceed the seating capacity of the golf cart as designed by the manufacturer;
- (9) Be allowed to cross streets which are otherwise not permitted locations under this article.

B. Operators and passengers of golf carts shall:

- (1) Remain seated at all times while the golf cart is in motion;
- (2) Be three years old or older.

**SEC. 26-~~295~~294. EXEMPTIONS**

The following uses of a golf cart are exempt from requiring a permit or other regulations within the ordinance:

- A. Golf Course – golf carts are allowed for use on the golf course or to cross a roadway from one section of the golf course to another section of the same course.
- B. Gated or Private Planned Community – The ordinance does not apply to golf cart drivers utilizing the cart in a gated or private neighborhood.
- C. Official City Business – golf carts are allowed for official City of Rockwall business.
- D. Transportation to/from Golf Course (Daytime only) – golf carts are allowed on a public street if the golf cart complies with all requirements of the Texas Transportation Code, is operated during the daytime only and cannot be driven more than two (2) miles from the location where the golf cart is usually parked and is used for transportation to or from the golf course only.

- E. Parade, Festival or Special Event – golf carts are allowed for use in a parade, festival or other town sponsored special event.

**SEC. 26-~~296~~295. FINANCIAL RESPONSIBILITY**

All golf carts operated in the City shall provide proof of financial responsibility (liability insurance) meeting the minimum state requirements for liability insurance for motor vehicles. It shall be a violation for a person to operate a ~~G~~golf ~~C~~cart on a street without current valid financial responsibility meeting the minimum state requirements for motor vehicle.

**SEC. 26-~~297~~296. LIABILITY**

- A. Nothing in this Article shall be construed as an assumption of liability by the City of Rockwall for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver; and
- B. Owners are fully liable and accountable for the action of any individual that they provide permission to operate and drive said golf cart, both on personal and/or any authorized public streets, parking areas and traffic ways. This described liability responsibility especially applies to personal injuries (including death) or property damage resulting from golf cart drivers who are minors under the age eighteen (18) with or without a current and valid driver's license.

**SECTION TWO. AUTHORIZATION.** The City Council of the City of Rockwall authorizes the Mayor to take all necessary steps to implement the provisions of this Ordinance.

**SECTION THREE. PENALTY.** Any person operating a golf cart within the City in violation of this Ordinance shall be guilty of a misdemeanor and punished by a fine in the municipal court of no more than \$200.00 per offense.

**SECTION FOUR. FINDINGS.** The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

**SECTION FIVE. SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

**SECTION SIX. EFFECTIVE DATE.** This Ordinance shall be effective upon approval by the City Council and publication in the Rockwall Echo in the manner prescribed by Tex. Loc. Gov't Code Ann. § 52.011.

**PASSED AND APPROVED this \_\_\_\_\_ day of June, 2015.**



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**Jim Pruitt, Mayor**

**ATTEST:**

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**Kristy Ashberry, City Secretary**

**1<sup>st</sup> Reading: 07-06-15**

**2<sup>nd</sup> Reading: 07-20-15**

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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Honorable Mayor and City Council Members

**FROM:** Kristy Ashberry, City Secretary / Assistant to the City Manager

**SUBJECT:** Agenda item re: ambulance service ordinance provisions

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Mayor Pruitt requested that an agenda item regarding these ordinance regulations be placed on the June 15 city council meeting agenda. Since Mayor Pro Tem Lewis, who serves alongside Mayor Pruitt on the countywide Emergency Services Corporation Board, was absent from the June 15 meeting, discussion of this item was deferred until July 6.

A copy of the regulations, as contained in our Code of Ordinances, is included in your informational meeting packet for reference.

## ARTICLE XII. - AMBULANCE SERVICE

### Sec. 12-1251. - Contract required.

No person shall operate or cause to be operated a vehicle for ambulance purposes nor furnish, conduct, maintain, advertise or otherwise be engaged in the business or service of the transportation of ambulance patients within the city unless such person is the ambulance service provider currently under contract with the County of Rockwall Emergency Services Corporation to provide ambulance service within the county. No person shall knowingly solicit ambulance services regulated in this article except from the ambulance service provider.

(Code 1982, § 18-51; Ord. No. 93-41, § 1, 10-18-1993)

### Sec. 12-1252. - Applicability.

The provisions of section 18-166 shall not apply to:

- (1) Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances are insufficient or unable to cope;
- (2) Transporting a patient from outside of the county to a point within the city; or
- (3) Transporting a patient picked up outside of the county, traveling through the city to a destination outside of the county.

(Code 1982, § 18-52; Ord. No. 93-41, § 2, 10-18-1993)

### Sec. 12-1253. - Violations.

Violations of this article are hereby declared to be public nuisances and shall be prohibited and abated in actions at law or in equity.

(Code 1982, § 18-53; Ord. No. 93-41, § 3, 10-18-1993)

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## MEMORANDUM

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**TO: Mayor and City Council**

**FROM: Rick Crowley, City Manager**

**DATE: July 2, 2015**

**SUBJECT: Animal Surrenders at the Rockwall Animal Adoption Center**

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Several Councilmembers may have previously received correspondence from Molly Peterson with Legacy Humane Society (formerly Collin County Humane Society of Rockwall), the contractor that operates the Rockwall Animal Adoption Center for the City. The Rockwall Animal Adoption Center operates as a “90% live outcome” operation for animals that are received there. This makes the shelter highly preferred by many who want to surrender an animal for whatever reason.

The free animal surrender service is available to residents of Rockwall and Heath (since Heath pays for that service for their residents). The Center does not accept surrendered animals from other cities or unincorporated areas. The operational problem currently being encountered at the adoption center according to Legacy involves possible misrepresentation as to where animals may be coming from by some who seek to surrender animals. As the contractors for the city, Legacy is required to accept only animals from Rockwall and Heath for surrender. Legacy is of the opinion that an ordinance provision prohibiting misinterpretation at the time of surrender would be beneficial to them in performing the contractual obligations that it has with the city.

Mayor Pruitt has requested that this item be placed on the agenda for Council consideration, and he may have additional thoughts to provide at the meeting on Monday. Quite frankly I did not get the information to City Attorney Garza in sufficient time for him to draft a proposed ordinance, or that would have been available for you to consider on Monday night. Given that, after discussion of the problem and the requested solution, the Council may want to consider directing the preparation of an ordinance with any other specific provisions that may be applicable.

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## MEMORANDUM

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**TO: City Council**

**FROM: Robert LaCroix, Director of Planning & Zoning**

**DATE: July 1, 2015**

**SUBJECT: Policy for constructing boat related structures including dock decks, fixed piers and boathouses in Lake Ray Hubbard**

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Over the last several years the staff has issued building permits for the construction of boathouses, dock decks and fixed piers in Lake Ray Hubbard. The ability for a property owner to construct one of these structures in the lake depends on their eligibility to lease the 'take line' area adjacent to their property. All eligible properties were initially surveyed and identified along the perimeter of the lake prior to establishing the 'Take Line Overlay District' creating the requirements and standards for the take line area. The setback requirements for structures in the leased 'take line' area are measured from the extension of the side property lines as indicated on the survey. However, the forty (40') feet of area into the lake, beyond the leased 'take line', that is allowed to be used for boathouses and docks was not clearly determined in measuring setback requirements. Generally staff has extended those imagery survey lines from each survey into the unleased lake area to determine the location of boathouses for construction. However, this practice has presented problems with certain properties that are allowed to lease but due to the extension of the survey lines into the lake has narrowed their building area to the point of having to reduce the size of their boathouse or completely eliminate the ability to build a boathouse. The intent of the 'Take Line Overlay District' was to establish consistency for all structures on the lake with similar materials and appearance and to allow property owners to enjoy and invest in their lake property and in so doing provide the needed erosion control that preserves the shoreline. The staff is seeking some policy direction to have the flexibility to establish the imagery survey lines into lake that will allow all property owners the ability to build structures i.e. boathouses and docks. Staff would suggest a policy that would establish the imagery survey lines into the lake utilizing a construction survey that would also indicate both adjacent properties showing those areas where construction could occur or where a boathouse or dock already exists. This survey, indicating the three properties would allow staff to ensure that no single structure would impede the ability of the adjacent property owners from the ability to construct a boathouse or dock. If the survey presented any issues for the other adjoining properties, then staff would not issue a construction permit.





**City of  
Rockwall**



**City of Rockwall**  
Geographic Information Systems  
385 S. Goliad St.  
Rockwall, TX 75087  
P. 972-771-7745  
F. 972-771-7748  
[www.rockwall.com/gis](http://www.rockwall.com/gis)



0 50 Feet

Date: 7/2/2015  
City of Rockwall Geographic Information Systems

1 inch = 100 feet

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**City of Rockwall**  
*The New Horizon*

## **MEMORANDUM**

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**TO: Mayor and City Council**  
**FROM: Rick Crowley, City Manager**  
**DATE: July 1, 2015**  
**SUBJECT: Thoroughfare Planning Agenda Item**

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Please find the information provided by Tim Tumulty related to this item. Tim reviewed the County Thoroughfare Plan results with the Council at the last meeting. The comments to the County Plan were largely minor "map clean up items" that were discussed at that time.

As the City's Thoroughfare Plan is updated to reflect the changes noted in the County Plan, there are several update items that also need to be addressed in that document. Tim will discuss these with the Council on Monday, and they are noted in Ryan Miller's memorandum which is also attached. You will note that there are several changes related to previous and future development in the north part of the city. Tim and Ryan can address those more specifically on Monday.

Cc: Tim Tumulty  
Mary Smith  
Brad Griggs  
Amy Williams



City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Timothy M. Tumulty, Director of Public Works/City Engineer

**DATE:** July 1, 2015

**SUBJECT:** Rockwall County/City of Rockwall Master Thoroughfare Plan Amendments

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The Cities of Rockwall, Fate, Royse City, McLendon-Chisholm and Heath have been working with the Rockwall County Commissioners to evaluate and revise the County Master Thoroughfare Plan. The North Central Texas Council of Governments (NCTCOG) is assisting Rockwall County to evaluate roadway lane requirements of major arterial roadways needed to meet the population demands in the year 2035. NCTCOG has completed their analysis of the future roadway needs and provided a draft copy to the Rockwall County cities for their review and comment. This plan also addresses the impact to SH 205 through our City. Our staff completed the review of the proposed plan and met with Rockwall County's Consultant on Tuesday, June 16, 2015 to discuss our comments. After their Consultant makes the requested changes, the Rockwall County Commissioner's Court will review and adopt the revised Master Thoroughfare Plan. Once that action has occurred, the Commissioner's Court expects all Rockwall County cities to incorporate these changes into their plans and have their City Council adopt the document.

With the review of the Rockwall County Master Thoroughfare Plan, City Staff began review of our own Master Thoroughfare Plan and has identified several adjustments to local roadways that should be considered for adoption for current and future development. Attached is a Memorandum from Ryan Miller, Planning Manager, explaining suggested changes.

Staff wishes to discuss these suggested changes with the City Council during the Work Session. If you have any questions, please advise.

TMT:em

Cc:

Mary Smith, Assistant City Manager  
Brad Griggs, Assistant City Manager  
Amy Williams, Assistant City Engineer  
file



## CITY OF ROCKWALL, TEXAS MEMORANDUM

**TO:** Planning and Zoning Commission

**CC:** Robert LaCroix, *Director of Planning and Zoning*  
Tim Tumulty, *Director of Public Works*

**FROM:** Ryan Miller, *Planning Manager*

**DATE:** June 30, 2015

**SUBJECT:** MIS2015-003; *Amendment to Master Thoroughfare Plan*

In May 2014, Rockwall County initiated a review of the *County Master Thoroughfare Plan* with the assistance of city staff. During this time staff was also assisting the North Central Texas Council of Governments (NCTCOG) with the 2014 Amendment to the *Mobility 2035* study. Through these reviews and a review of the current *Master Thoroughfare Plan*, staff has identified several adjustments to local roadways that should be adopted to account for current and future development. Staff should mention that future changes beyond the proposed changes might be necessary when Rockwall County finalizes the *County Master Thoroughfare Plan*. A summary of the proposed changes corresponding to the attached map is as follows:

- 1) *Add a minor collector extending from La Jolla Pointe Drive to Turtle Cove Boulevard.* The City currently has a facilities agreement with the adjacent property owner allowing the construction of a portion of this roadway should the adjacent property be developed. This roadway would connect to Turtle Cove Boulevard south of the railroad right-of-way (i.e. on the opposite side of the Turtle Cove Subdivision).
- 2) *Remove Breezy Hill Road #2.* The City Council waived Breezy Hill #2 when the concept plan for the Breezy Hill subdivision was approved.
- 3) *Change Clem Road from an M4U to a Minor Collector.*
- 4) *Extend Breezy Hill #1 to Anna Cade Road.* This extension is required to provide an east/west connection north of FM-552.
- 5) *Extend Breezy Hill #1 to John King Boulevard.* This extension is required to provide an east/west connection north of FM-552.
- 6) *Realignment of Breezy Hill #1.* This extension is required to provide an east/west connection north of FM-552.
- 7) *Remove north/south minor collector extending from John King Boulevard to Breezy Hill #1.* The City Council waived this minor collector when the concept plan for the Breezy Hill subdivision was approved.
- 8) *Remove Breezy Hill Road as a Minor Collector.* The City does not currently have access to the right-of-way required to complete this roadway.
- 9) *Extend FM-1141 from E. SH-66 to the realignment of SH-66.* This extension is required to account for the future realignment of SH-66.
- 10) *Remove Technology Way.* This change was waived with the approval of S-126 [Ordinance No. 14-43; Case No. Z2014-024].
- 11) *Remove the section of roadway between Tubbs Road and Sids Road.* This area of the roadway is within the 100-year floodplain.
- 12) *Change Zollner Lane from a M4U to a Minor Collector.* This change was approved with the approval of Planned Development District 76 (PD-76) [Ordinance No. 14-50; Case No. Z2014-030].
- 13) *Realign Data Drive.* Realign Data Drive to be split by the adjacent parcel.
- 14) *Change County Line Road and Renee Drive (Wilson Road) from an M4U to a Minor Collector and remove a section of County Line Road.*
- 15) *Change N. FM-3549 from a M4U to a M4D.* Change N. FM-3549 from the Collin County boundary line north to the limits of the City's Extraterritorial Jurisdiction (ETJ) for the purpose of matching the existing FM-3549 south of the Collin County boundary line.
- 16) *Change North Country Lane and Panhandle Drive from a Minor Collector to a M4U.*

- 17) *Change SH-205 from a TxDOT 6D to a M3U.* Change SH-205 from East Fork Road to the downtown couplet to an M3U, or other alternative to be discussed.
- 18) *Realignment of the Proposed Outer Loop.* Realign the Outer Loop along FM-548 to match the alignment established by Rockwall County.

In addition, a new roadway cross section is being proposed for the area between East Fork Drive and the SH-205 couplet in the downtown area. This new roadway cross section is identified as a M3U (*minor arterial, three [3] lane, undivided roadway*), which will consist of 70-feet of right-of-way (*i.e. two (2), 14-foot travel lanes; one (1), 16-foot reversible lane; and two (3), 13-foot parkways which include the one [1] foot curbs*). As an alternative, this section of roadway could be designated as a M4U (*minor arterial, four [4] lane, undivided roadway*), which requires a 65-foot right-of-way.

According to Section 213.003 of the *Texas Local Government Code*, "(a) comprehensive plan may be adopted or amended by ordinance following:

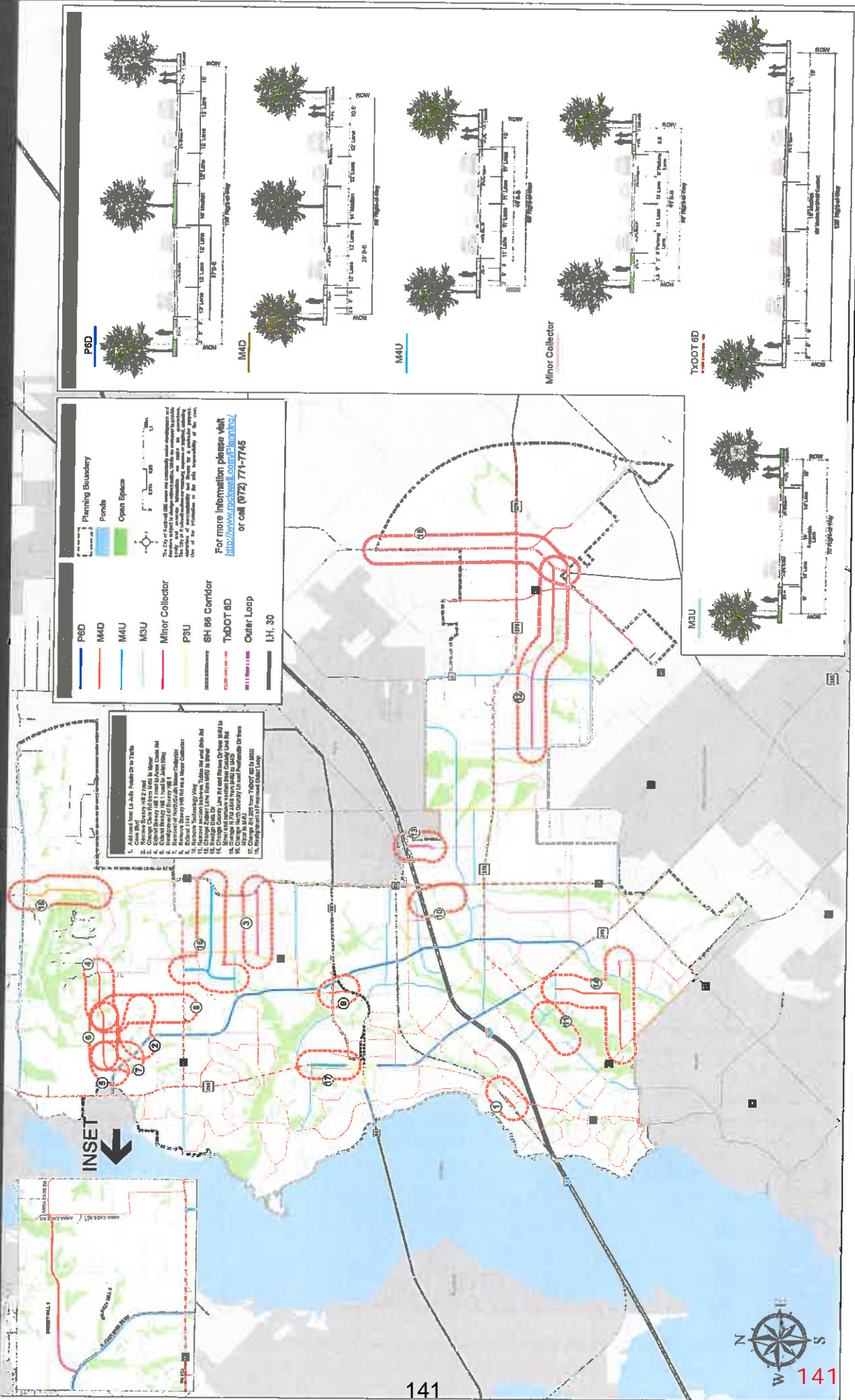
- 1) A hearing at which the public is given the opportunity to give testimony and present written evidence; and
- 2) Review by the municipality's planning commission or department, if one exists."

Additionally, Section 9.03 of the City's *Home Rule Charter* states that "(r)ecommended changes to the Master Plan shall be submitted to the City Manager after the Planning and Zoning Commission holds at least one public hearing on the proposed change." Furthermore, Section 9.04 states that the "City Manager shall submit the proposed changes to the Council, together with any recommendations. The Council, after a public hearing, shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the City Manager. If the proposed revision or part thereof should be rejected by the Council, the Planning and Zoning Commission may make modifications and again forward it to the City Manager for submission to the Council."

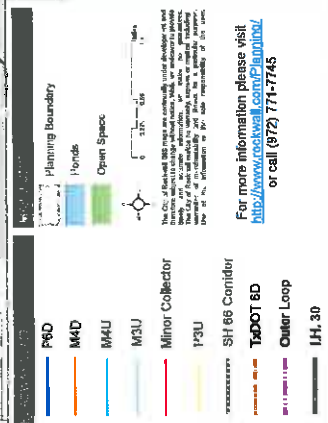
The projected meeting dates for this case are as follows:

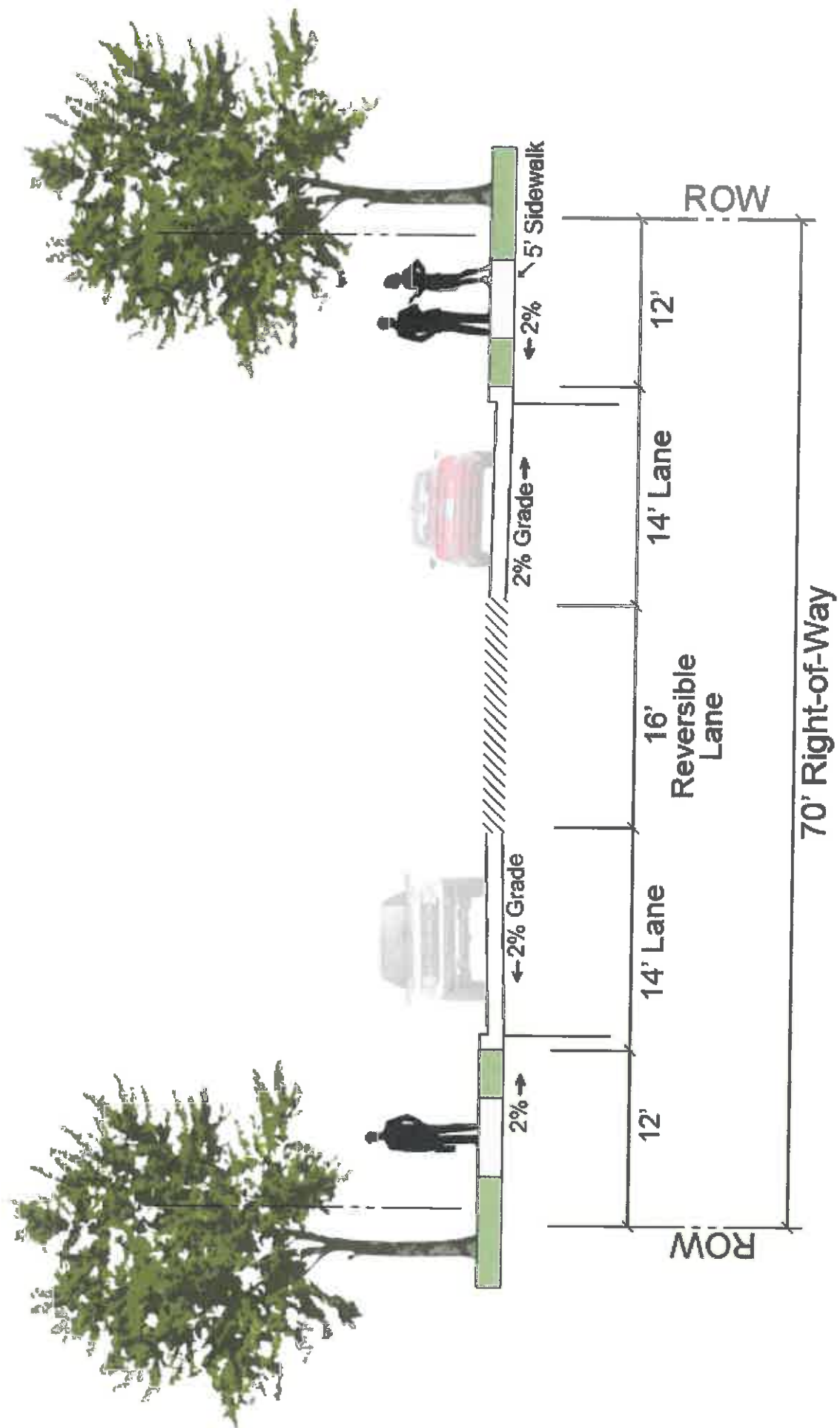
Planning and Zoning Commission Work Session: June 30, 2015  
Planning and Zoning Commission Public Hearing: July 14, 2015  
City Council Public Hearing/1<sup>st</sup> Reading: July 20, 2015  
City Council 2<sup>nd</sup> Reading: August 3, 2015

# City of Rockwall Thoroughfare Plan

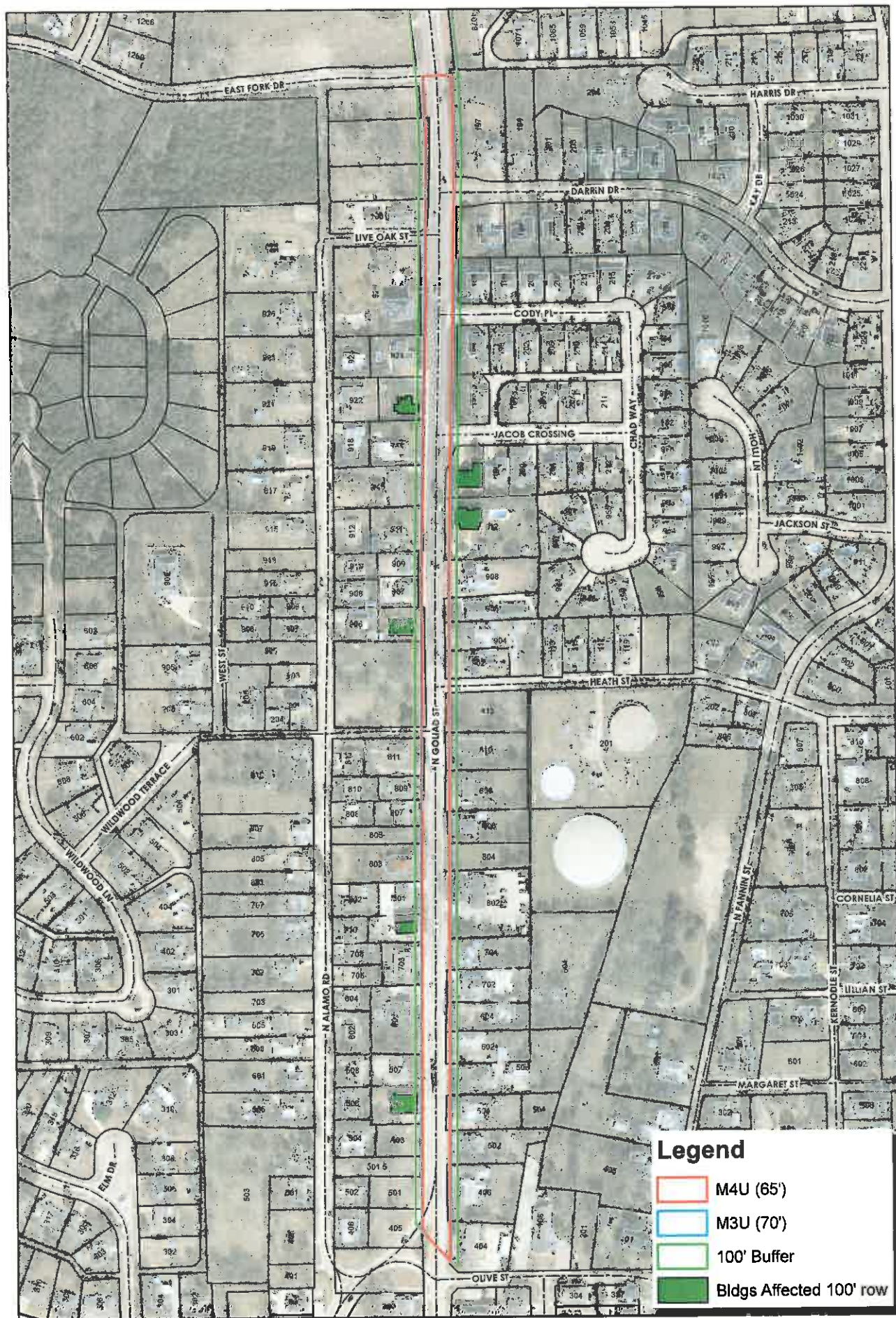












**City of  
Rockwall**

0 50 100 200 Feet  
1 inch = 200 feet  
Date: 6/24/2015



The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and / or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.

**NORTH GOLIAD ST  
ROW EXHIBIT**

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City of Rockwall  
*The New Horizons*

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# Building Inspections Department Monthly Report

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## May 2015

### Permits

**Total Permits Issued: 269**

Building Permits: 65

Contractor Permits: 204

**Total Permit Values: \$ 10,240,630.92**

Building Permits: \$ 9,077,012.52    Contractor Permits: \$ 1,163,618.40

**Total Fees Collected: \$ 204,062.18**

Building Permits: \$178,800.33

Contractor Permits: \$ 25,261.85

### Board of Adjustment

**Board of Adjustment Cases                      0**

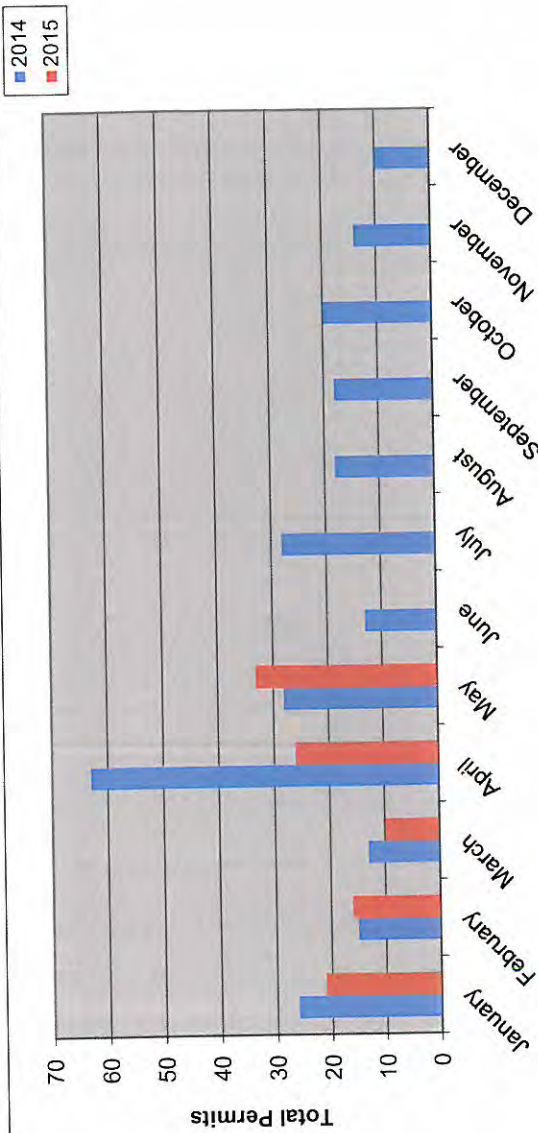


City of Rockwall  
**PERMITS ISSUED - Summary by Type and Subtype**  
For the Period 5/1/2015 thru 5/31/2015

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	8	\$0.00	\$406.00
	1	\$0.00	\$51.50
30 DAY BANNER	5	\$0.00	\$254.50
COMING SOON	2	\$0.00	\$100.00
CLEAN SHOW	1	\$0.00	\$76.75
	1	\$0.00	\$76.75
CO	7	\$0.00	\$529.50
BUSINESS	5	\$0.00	\$378.00
SHELL	2	\$0.00	\$151.50
COMM	20	\$965,385.00	\$20,308.78
ALTERATION	1	\$49,000.00	\$745.15
CONST TRAILER	1	\$0.00	\$100.00
ELECTRICAL	3	\$6,600.00	\$215.27
EXPANSION	1	\$87,000.00	\$914.25
FENCE	3	\$56,000.00	\$148.00
INTERIOR COMP	5	\$706,935.00	\$6,034.52
IRRIGATION	2	\$9,850.00	\$2,544.09
MECHANICAL	2	\$21,000.00	\$403.36
PLUMBING	1	\$5,000.00	\$8,807.62
REMODEL	1	\$24,000.00	\$396.52
MISCELLANEOUS	3	\$0.00	\$0.00
ELECTRICAL	3	\$0.00	\$0.00
NONPROFIT SIGN PERMI	1	\$0.00	\$0.00
	1	\$0.00	\$0.00
SIGNAGE	8	\$7,000.00	\$900.00
DEVELOPMENT	1	\$0.00	\$75.00
TEMP REAL ESTATE	1	\$0.00	\$75.00
WALL	6	\$7,000.00	\$750.00
SINGLE FAMILY	194	\$9,268,245.92	\$180,668.15
ACC BLDG	10	\$19,826.00	\$746.72
ADDITION	4	\$116,189.00	\$1,573.41
CONCRETE	4	\$6,300.00	\$290.25
ELECTRICAL	3	\$20,000.00	\$152.25
FENCE	40	\$181,396.40	\$1,413.40
IRRIGATION	12	\$23,300.00	\$420.00
MECHANICAL	18	\$163,095.00	\$3,325.50
NEW	33	\$8,039,718.52	\$167,328.46
PATIO COVER	7	\$26,344.00	\$740.81
PERGOLA	1	\$6,000.00	\$139.49
PLUMBING	32	\$37,143.00	\$1,754.26
REPAIR	1	\$2,000.00	\$81.00
RETAINING WALL	6	\$43,395.00	\$210.70
ROOF	8	\$72,725.00	\$282.90
SWIM POOL	15	\$510,814.00	\$2,209.00
SPECIAL EVENT	27	\$0.00	\$1,173.00
	27	\$0.00	\$1,173.00
<b>Totals:</b>	<b>269</b>	<b>\$10,240,630.92</b>	<b>\$204,062.18</b>

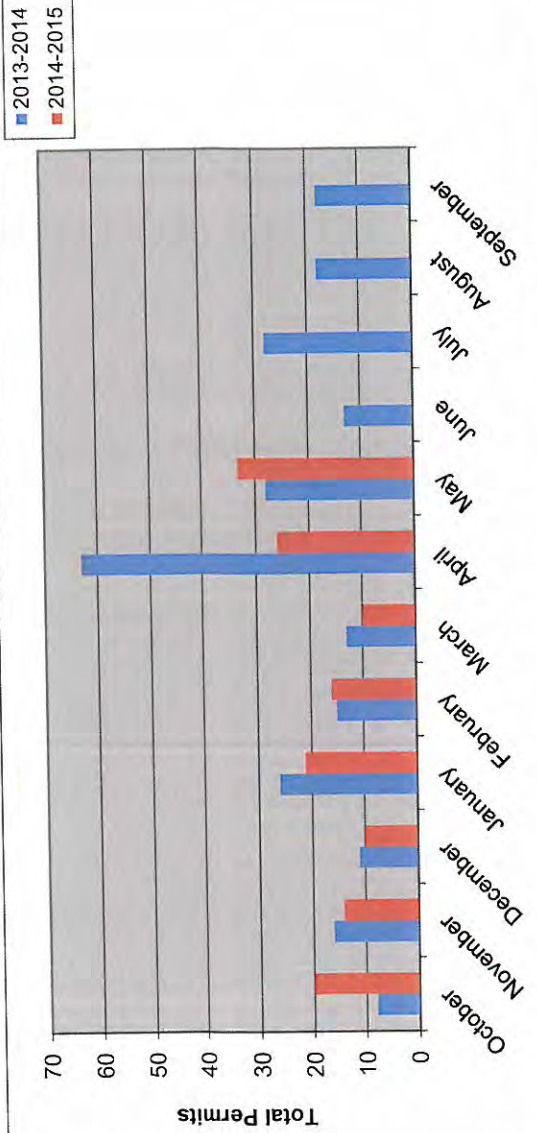
## New Residential Permits      Calendar Year

	Year	
	2014	2015
January	26	21
February	15	16
March	13	10
April	63	26
May	28	33
June	13	
July	28	
August	18	
September	18	
October	20	
November	14	
December	10	
<b>Totals</b>	<b>266</b>	<b>106</b>



## New Residential Permits      Fiscal Year

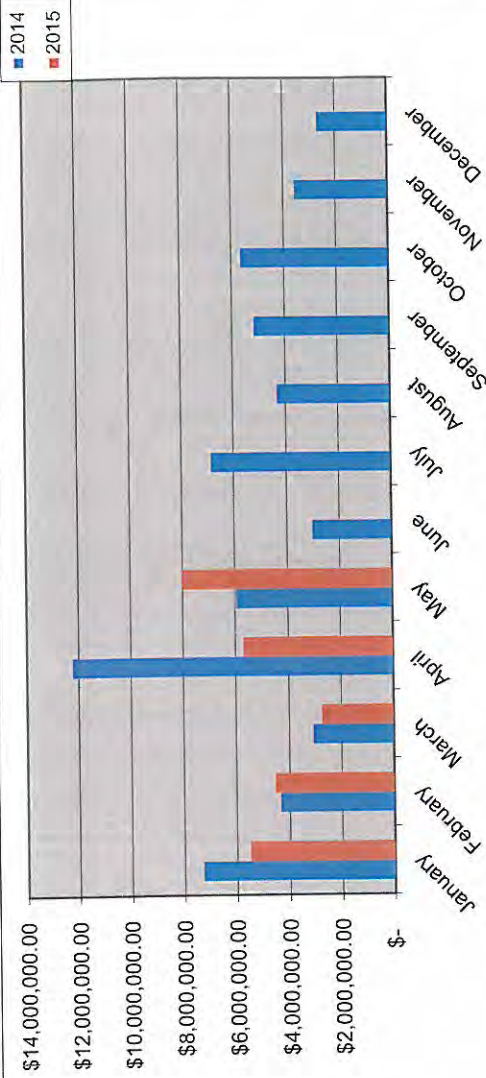
	Year	
	2013-2014	2014-2015
October	8	20
November	16	14
December	11	10
January	26	21
February	15	16
March	13	10
April	63	26
May	28	33
June	13	
July	28	
August	18	
September	18	
<b>Totals</b>	<b>257</b>	<b>150</b>





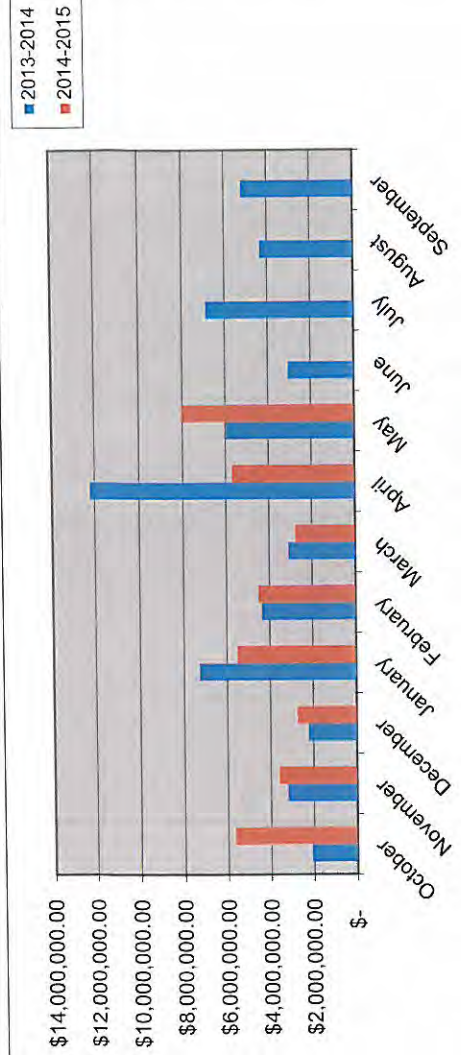
## New Residential Value      Calendar Year

	Year	
	2014	2015
January	\$ 7,288,000.00	\$ 5,509,932.00
February	\$ 4,353,427.00	\$ 4,518,552.00
March	\$ 3,094,927.74	\$ 2,742,324.00
April	\$ 12,228,936.33	\$ 5,703,968.00
May	\$ 5,960,240.00	\$ 8,039,718.52
June	\$ 3,048,536.00	
July	\$ 6,883,062.87	
August	\$ 4,330,100.19	
September	\$ 5,184,201.79	
October	\$ 5,661,792.00	
November	\$ 3,581,756.00	
December	\$ 2,712,503.00	
<b>Totals</b>	<b>\$64,327,482.92</b>	<b>\$ 26,514,494.52</b>



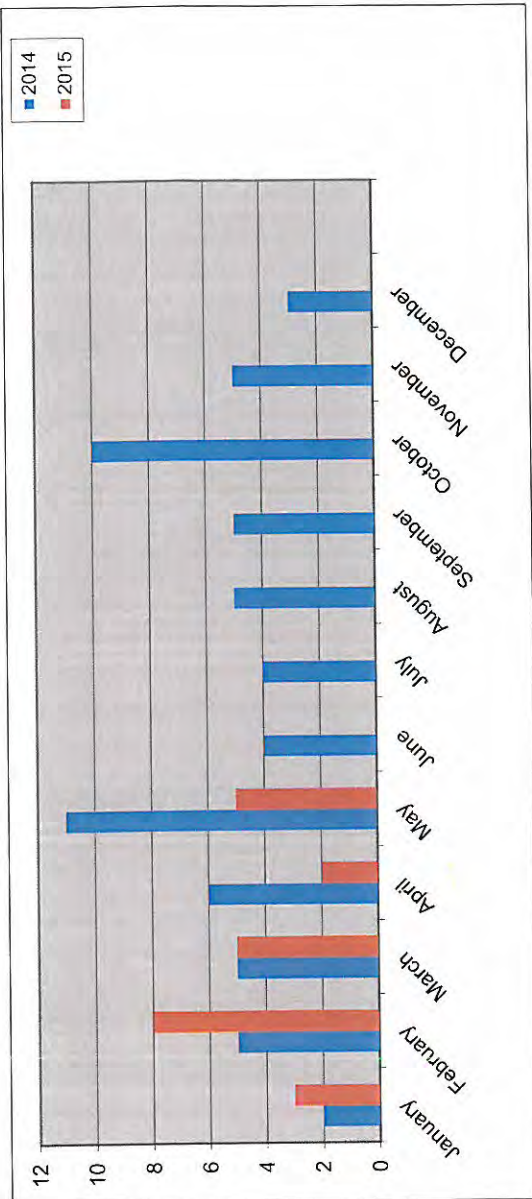
## New Residential Value      Fiscal Year

	Year	
	2013-2014	2014-2015
October	\$ 2,078,584.00	\$ 5,661,792.00
November	\$ 3,202,067.00	\$ 3,581,756.00
December	\$ 2,215,924.00	\$ 2,712,503.00
January	\$ 7,288,000.00	\$ 5,509,932.00
February	\$ 4,353,427.00	\$ 4,518,552.00
March	\$ 3,094,927.74	\$ 2,742,324.00
April	\$ 12,228,936.33	\$ 5,703,968.00
May	\$ 5,960,240.00	\$ 8,039,718.52
June	\$ 3,048,536.00	
July	\$ 6,883,062.87	
August	\$ 4,330,100.19	
September	\$ 5,184,201.79	
<b>Totals</b>	<b>\$59,868,006.92</b>	<b>\$ 38,470,545.52</b>



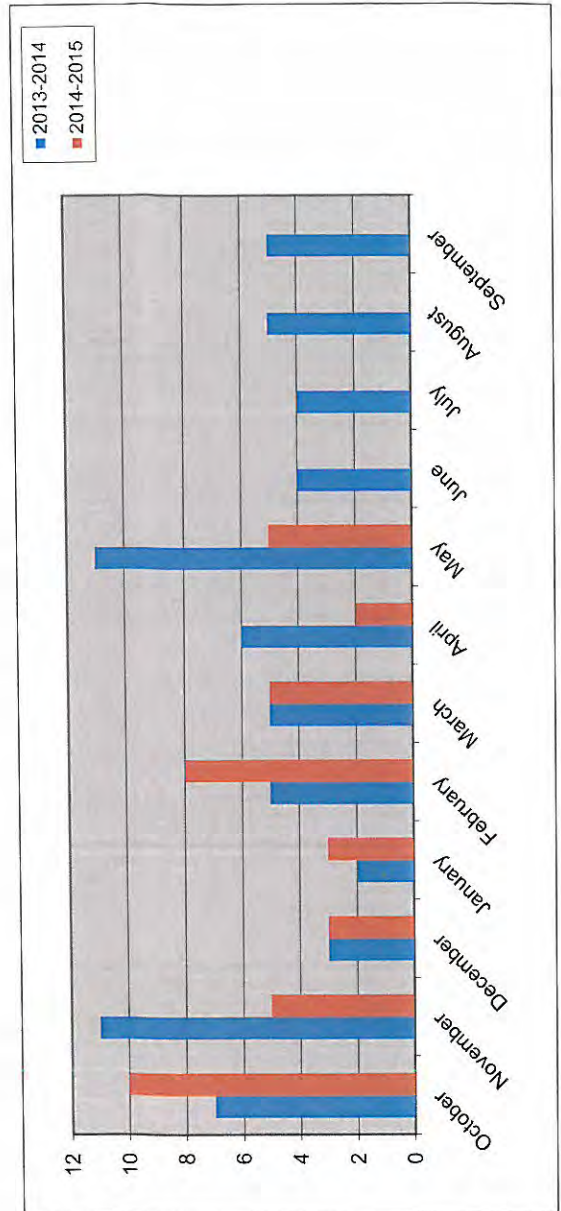
# Residential Remodel Permits Calendar Year

	Year	
	2014	2015
January	2	3
February	5	8
March	5	5
April	6	2
May	11	5
June	4	
July	4	
August	5	
September	5	
October	10	
November	5	
December	3	
<b>Totals</b>	<b>65</b>	<b>23</b>



# Residential Remodel Permits Fiscal Year

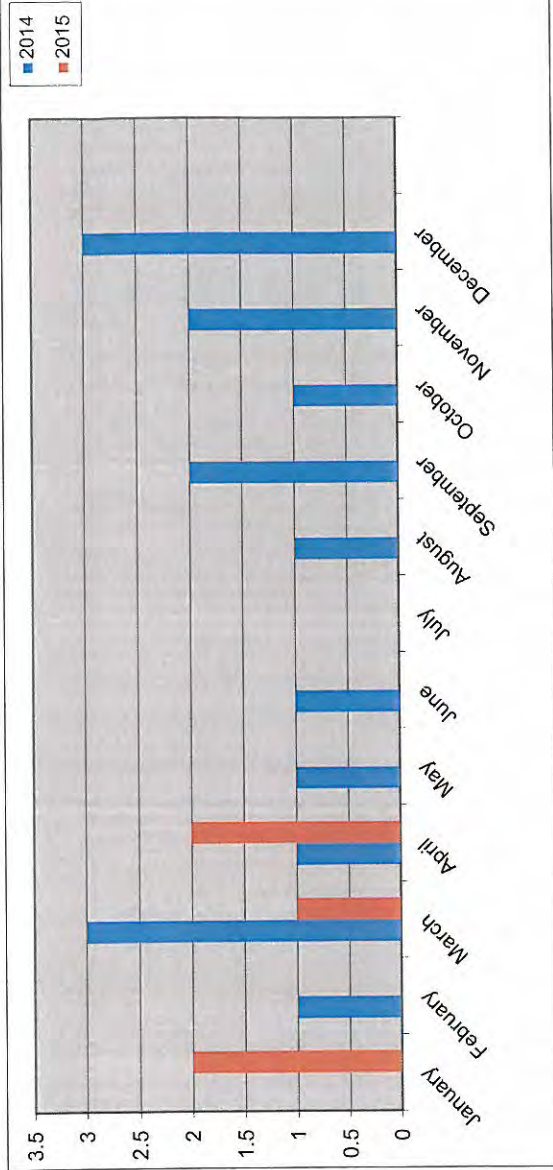
	Year	
	2013-2014	2014-2015
October	7	10
November	11	5
December	3	3
January	2	3
February	5	8
March	5	5
April	6	2
May	11	5
June	4	
July	4	
August	5	
September	5	
<b>Totals</b>	<b>68</b>	<b>41</b>





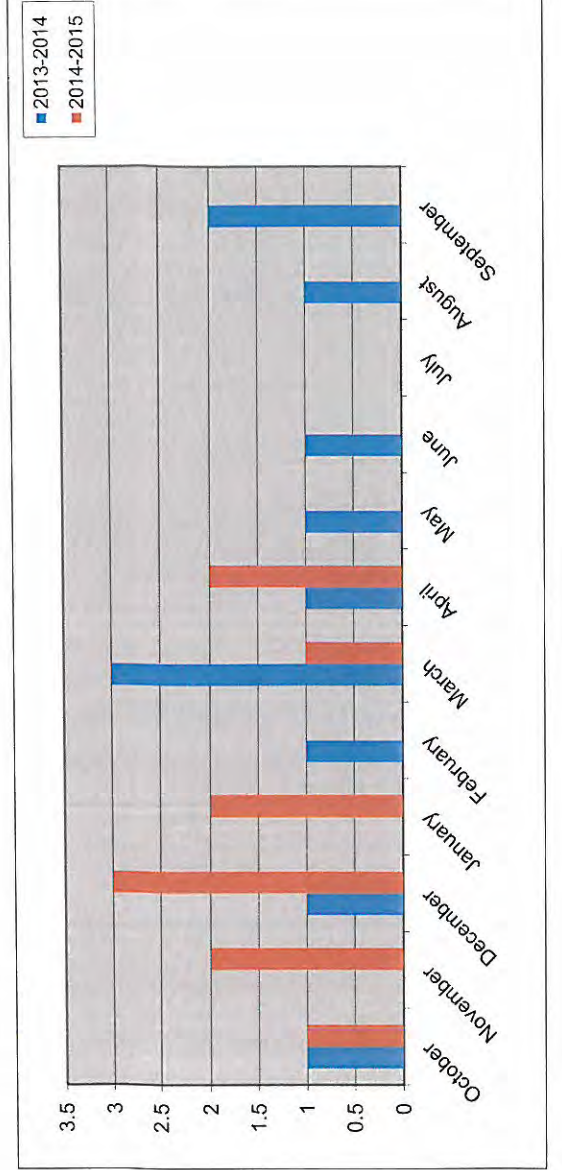
## New Commercial Permits      Calendar Year

	Year	
	2014	2015
January	0	2
February	1	0
March	3	1
April	1	2
May	1	0
June	1	
July	0	
August	1	
September	2	
October	1	
November	2	
December	3	
<b>Totals</b>	<b>16</b>	<b>5</b>



## New Commercial Permits      Fiscal Year

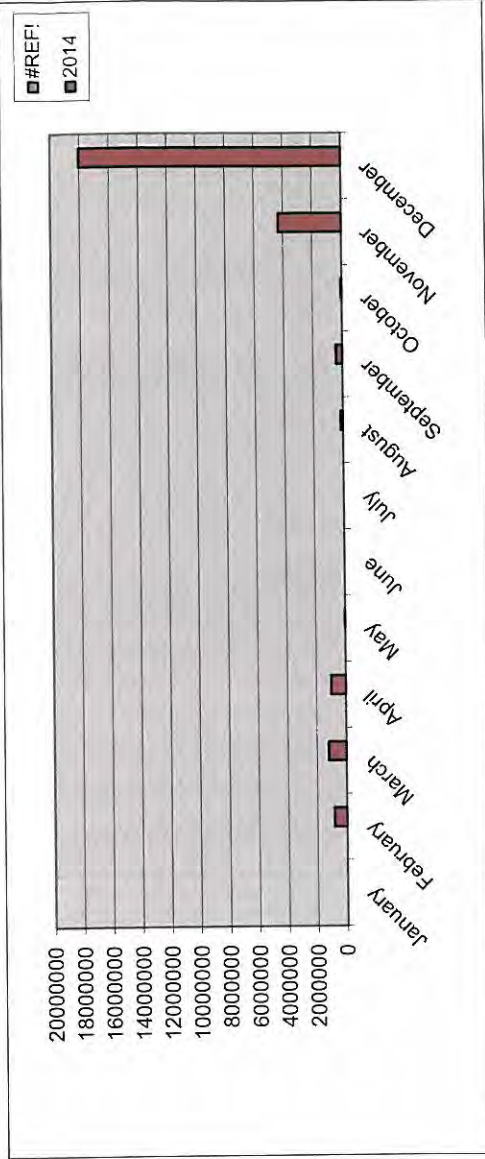
	Year	
	2013-2014	2014-2015
October	1	1
November	0	2
December	1	3
January	0	2
February	1	0
March	3	1
April	1	2
May	1	0
June	1	
July	0	
August	1	
September	2	
<b>Totals</b>	<b>12</b>	<b>11</b>





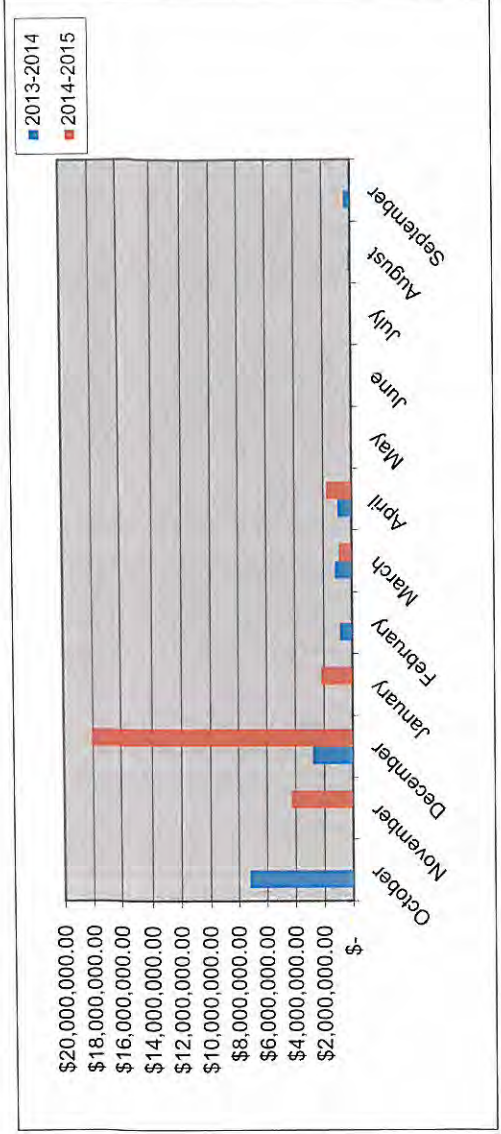
# New Commercial Value      Calendar Year

Year		
	2014	2015
January	\$ -	\$ 2,200,000.00
February	\$ 850,000.00	\$ -
March	\$ 1,185,000.00	\$ 930,000.00
April	\$ 1,000,000.00	\$ 1,780,000.00
May	\$ 5,000.00	\$ -
June	\$ -	
July		
August	\$ 150,000.00	
September	\$ 430,795.00	
October	\$ 49,000.00	
November	\$ 4,300,000.00	
December	\$ 18,050,000.00	
<b>Totals</b>	<b>\$ 26,019,795.00</b>	<b>\$ 4,910,000.00</b>



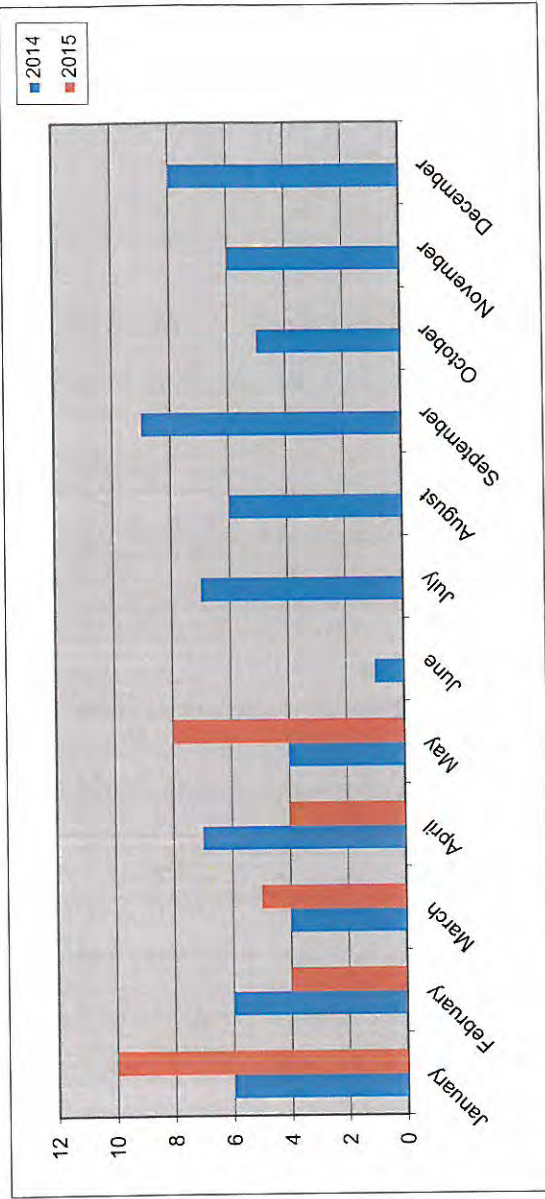
# New Commercial Value      Fiscal Year

Year		
	2013-2014	2014-2015
October	\$ 7,225,000.00	\$ 49,000.00
November	\$ -	\$ 4,300,000.00
December	\$ 2,800,000.00	\$ 18,050,000.00
January	\$ -	\$ 2,200,000.00
February	\$ 850,000.00	\$ -
March	\$ 1,185,000.00	\$ 930,000.00
April	\$ 1,000,000.00	\$ 1,780,000.00
May	\$ 5,000.00	\$ -
June	\$ -	
July		
August	\$ 150,000.00	
September	\$ 430,795.00	
<b>Totals</b>	<b>\$ 13,645,795.00</b>	<b>\$ 27,309,000.00</b>



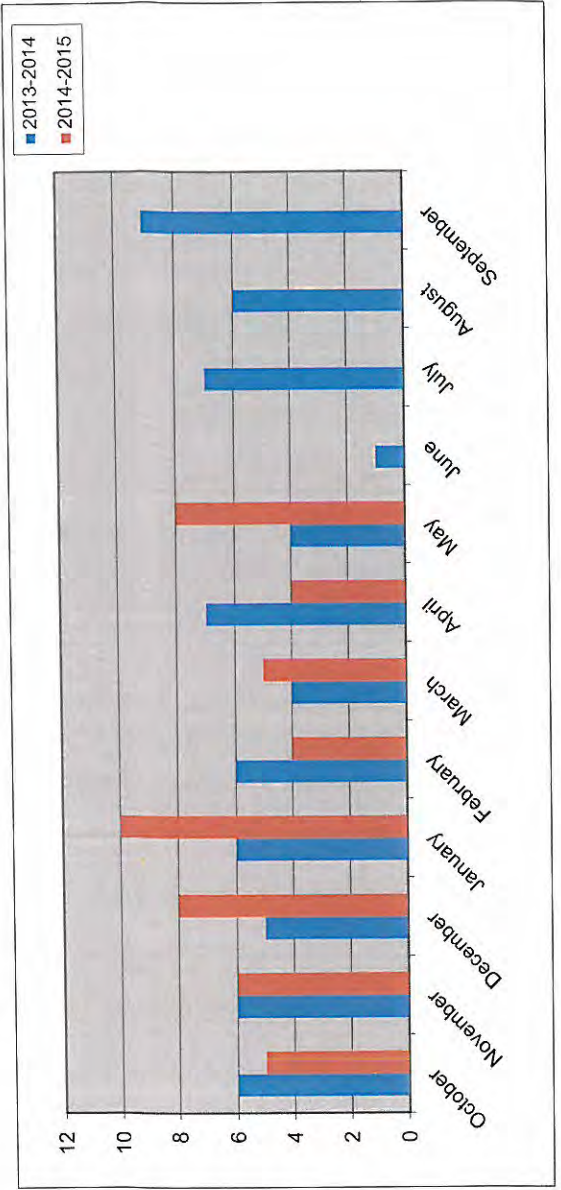
# Commercial Remodel Permits Calendar Year

	Year	
	2014	2015
January	6	10
February	6	4
March	4	5
April	7	4
May	4	8
June	1	
July	7	
August	6	
September	9	
October	5	
November	6	
December	8	
<b>Totals</b>	<b>69</b>	<b>31</b>



# Commercial Remodel Permits Fiscal Year

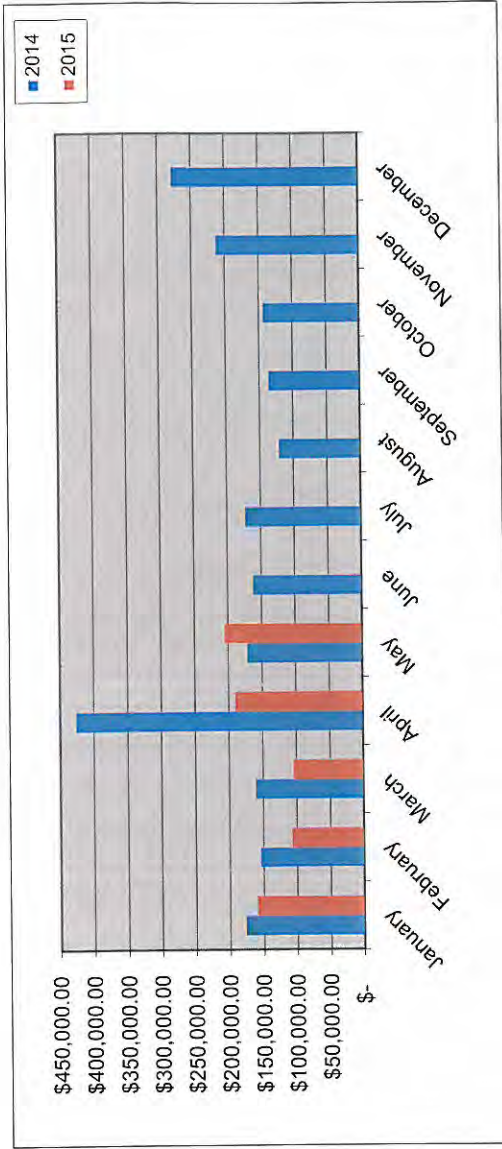
	Year	
	2013-2014	2014-2015
October	6	5
November	6	6
December	5	8
January	6	10
February	6	4
March	4	5
April	7	4
May	4	8
June	1	
July	7	
August	6	
September	9	
<b>Totals</b>	<b>67</b>	<b>50</b>





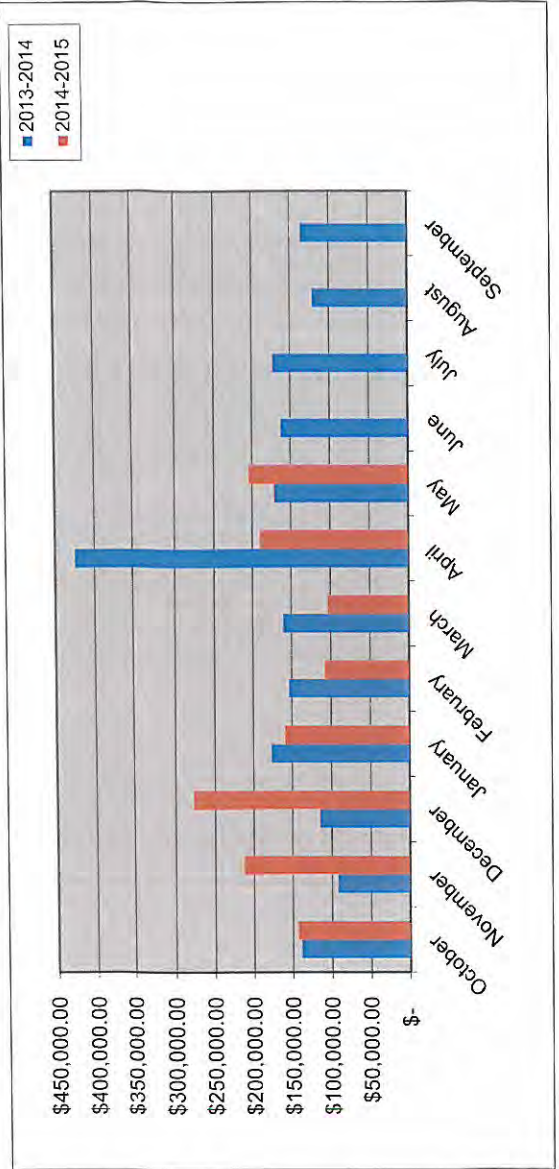
# Total Fees Collected      Calendar Year

Year		
	2014	2015
January	\$ 176,162.63	\$ 159,026.65
February	\$ 153,458.98	\$ 106,693.21
March	\$ 160,530.91	\$ 103,029.95
April	\$ 425,003.86	\$ 189,684.37
May	\$ 170,849.07	\$ 204,062.18
June	\$ 161,690.82	
July	\$ 172,232.70	
August	\$ 120,790.39	
September	\$ 135,478.13	
October	\$ 143,153.00	
November	\$ 212,222.54	
December	\$ 277,864.58	
<b>Totals</b>	<b>\$ 2,309,437.61</b>	<b>\$ 762,496.36</b>



# Total Fees Collected      Fiscal Year

Year		
	2013-2014	2014-2015
October	\$ 138,771.53	\$ 143,153.00
November	\$ 91,778.83	\$ 212,222.54
December	\$ 114,645.28	\$ 277,864.58
January	\$ 176,162.63	\$ 159,026.65
February	\$ 153,458.98	\$ 106,693.21
March	\$ 160,530.91	\$ 103,029.95
April	\$ 425,003.86	\$ 189,684.37
May	\$ 170,849.07	\$ 204,062.18
June	\$ 161,690.82	
July	\$ 172,232.70	
August	\$ 120,790.39	
September	\$ 135,478.13	
<b>Totals</b>	<b>\$ 2,021,531.39</b>	<b>\$ 1,395,736.48</b>



**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 5/1/2015 thru 5/31/2015**

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name			
CO2014-0113	CO	1950 Alpha Dr. 100	0.00	75.00	75.00
09/05/2014	BUSINESS	3585-000A-0001-00-0R			
05/01/2015	ACTIVE	Cornerstone Comm Church			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Cheryl Stewart	1950 Cornerstone Comm. Church, Rockwall, TX 75032	(469) 544-9372		
BUS OWNER	Doug Fox	1950 Alpha Dr #100, Rockwall, TX 75032	(972) 800-3633		
CONTRACTOR	Doug Fox	2130 Berkdale, ROCKWALL, TX 75087	(972) 800-3633		
OWNER	THE, FIVE NINE SEVEN LI	, IRVING, TX 75061			
CO2015-0015	CO	705 W Rusk	0.00	76.50	76.50
02/10/2015	BUSINESS	5120-0000-0002-00-0R			
05/20/2015	ACTIVE	Lakes Regional Community Center			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	Lakes Regional Community C	705 W Rusk St, Rockwall, TX 75087	(469) 214-8040		
OWNER	KARAMAND, LP	, ROCKWALL, TX 75087			
CO2015-0029	CO	2255 RIDGE RD	0.00	76.50	76.50
03/13/2015	SHELL	4300-000A-0003-00-0R			
05/07/2015	ACTIVE	MMF INVESTMENTS			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	JEFF GRINNAN	, ,			
BUS OWNER	JEFF GRINNAN	2255 Ridge Rd #333, ROCKWALL, TX 75087			
BUSINESS	MMF INVESTMENTS	, ,			
OWNER	DAKIER, PARTNERS LTD	P O BOX 1059, ROCKWALL, TX 75087			
CO2015-0040	CO	923 YELLOW JACKET LN	0.00	75.00	75.00
04/27/2015	SHELL	4821-000A-0001-00-0R			
05/15/2015	ACTIVE	Mission Rockwall Apts.			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	IX MC	591 N. Putnam Ave., Greenwich, CT 06830			
OWNER	MISSION, NE DALLAS I LI	C/O STARWOOD CAPITAL GROUP GLO, GREENWICH, CT 6830			
CO2015-0043	CO	2067 Summer Lee Dr 105	0.00	76.50	76.50
05/05/2015	BUSINESS	3809-000A-0002-00-0R			
05/14/2015	ACTIVE	Southern Comforts			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Patrick Tetrick	, ,	(214) 395-4173		
BUS OWNER	Soco Rockwall LLC	2067 Summer Lee Dr. # 105, Rockwall, TX 75032	(214) 395-4173		
BUSINESS	Southern Comforts	, ,			
OWNER	MARIAH, BAY DEVELOPM	, ROCKWALL, TX 75087-0369			



**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 5/1/2015 thru 5/31/2015**

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name			
CO2015-0045	CO	337 County Line Rd.	0.00	75.00	75.00
05/11/2015	BUSINESS	0080-0000-0020-01-0R			
05/18/2015	ACTIVE	Elms Heating & Air			

Contact Type	Contact Name	Contact Address	Phone Number
APPLICANT	Jerianne Elms	309 Henry M Chandler, Rockwall, TX 75032	(214) 493-1842
BUS OWNER	Jason Elms	309 Henery M Chandler, Rockwall, TX 75032	(214) 437-0329
OWNER	BUFFALO, CREEK BUSINE	ROYSE CITY, TX 75189	

CO2015-0046	CO	2850 SHORELINE TRL 101/102	0.00	75.00	75.00
05/13/2015	BUSINESS	4941-000A-0005-00-0R			
05/19/2015	ACTIVE	RE/MAX LANDMARK			

Contact Type	Contact Name	Contact Address	Phone Number
APPLICANT	Terry Roberts	P.O. Box 1508, Terrell, TX 75160	(972) 771-7575
BUS OWNER	TERRY ROBERTS	P O BOX 1508, TERRELL, TX 75160	
BUSINESS	RE/MAX LANDMARK	2850 SHORELINE TRL. 101/102, ,	
OWNER	LAKE, FRONT TRAIL LP	, HEATH, TX 75032	

<b>Total Valuation:</b>	<b>0.00</b>
<b>Total Fees:</b>	<b>529.50</b>
<b>Total Fees Paid:</b>	<b>529.50</b>



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# Rockwall Police Department

## Monthly Activity Report

May-2015

ACTIVITY	CURRENT MONTH MAY	PREVIOUS MONTH APRIL	YTD 2015	YTD 2014	YTD % CHANGE
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### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	0	2	5	0	500.00%
Robbery	1	0	5	1	400.00%
Aggravated Assault	4	4	17	12	41.67%
Burglary	4	4	15	26	-42.31%
Larceny	62	49	226	258	-12.40%
Motor Vehicle Theft	2	8	19	20	-5.00%
<b>TOTAL PART I</b>	<b>73</b>	<b>67</b>	<b>287</b>	<b>317</b>	<b>-9.46%</b>
<b>TOTAL PART II</b>	<b>185</b>	<b>182</b>	<b>745</b>	<b>668</b>	<b>11.53%</b>
<b>TOTAL OFFENSES</b>	<b>258</b>	<b>249</b>	<b>1032</b>	<b>985</b>	<b>4.77%</b>

### ADDITIONAL STATISTICS

FAMILY VIOLENCE	11	17	69	79	-12.66%
D.W.I.	9	14	63	95	-33.68%
TEEN CURFEW	0	1	2	7	-71.43%

### ARRESTS

FELONY	19	18	89	88	1.14%
MISDEMEANOR	80	71	336	379	-11.35%
WARRANT ARREST	24	40	151	142	6.34%
JUVENILE	1	0	4	38	-89.47%
<b>TOTAL ARRESTS</b>	<b>124</b>	<b>129</b>	<b>580</b>	<b>647</b>	<b>-10.36%</b>

### DISPATCH

CALLS FOR SERVICE	1690	1497	7251	6885	5.32%
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### ACCIDENTS

INJURY	7	10	43	52	-17.31%
(INJURIES)	13	17	65	67	-2.99%
NON-INJURY	49	49	265	204	29.90%
FATALITY	1	0	1	0	100.00%
(FATALITIES)	1	0	1	0	100.00%
<b>TOTAL</b>	<b>57</b>	<b>59</b>	<b>309</b>	<b>256</b>	<b>20.70%</b>

### FALSE ALARMS

RESIDENT ALARMS	54	79	304	300	1.33%
BUSINESS ALARMS	134	109	569	563	1.07%
<b>TOTAL FALSE ALARMS</b>	<b>188</b>	<b>188</b>	<b>873</b>	<b>863</b>	<b>1.16%</b>
Estimated Lost Hours	124.08	124.08	576.18	569.58	1.16%
Estimated Cost	\$2,951.60	\$2,951.60	\$13,706.10	\$13,549.10	1.16%

### ROCKWALL NARCOTICS UNIT

Number of Cases	4
Arrests	0
Arrest Warrants	0
Search Warrants	0
<b>Seized</b>	
Cocaine	26.3 grams
Methamphetamine	5.2 kilos
Guns	2
Currency	\$50,000

**Rockwall Police Department**  
**Dispatch and Response Times**  
**May 2015**

**Police Department**

<b>Priority 1</b>	<b>Average Response Time</b>		<b>Number of Calls</b>	<b>156</b>
Call to Dispatch	0:00:38			
Call to Arrival	0:05:27			
% over 7 minutes	27%			

<b>Priority 2</b>	<b>Average Response Time</b>		<b>Number of Calls</b>	<b>280</b>
Call to Dispatch	0:01:01			
Call to Arrival	0:07:03			
% over 7 minutes	41%			

<b>Priority 3</b>	<b>Average Response Time</b>		<b>Number of Calls</b>	<b>9</b>
Call to Dispatch	0:00:21			
Call to Arrival	0:04:19			
% over 7 minutes	29%			

<b>*Priority 4</b>			<b>Number of Calls</b>	<b>1241</b>
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<b>**Priority 5</b>			<b>Number of Calls</b>	<b>4</b>
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\*Priority 4 call averages are not given because they are calls that do not require an immediate response by police.

\*\*Priority 5 calls are incidents that officers initiate themselves therefore response times are not calculated.

**Average dispatch response time goals are as follows:**

Priority 1: 30 Seconds

Priority 2: 45 Seconds

Priority 3: 1 Minute

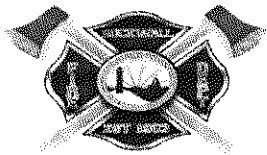
**Fire Department**

	<b>Average Response Time</b>			
Call to Dispatch	0:00:18		<b>Number of Calls</b>	<b>103</b>
Call to Arrival	0:06:36			

**Overages**

Incident No.	Date	Time Rec'd	Call Type	Time Disp	Resp Time	Reason
2015-354	5/10/2015	10:53:46	Fire Alarm Residential	10:55:27	0:01:41	Non-paged call
2015-356	5/10/2015	16:10:26	Water Rescue	16:14:14	0:03:48	Assist DPD Water // non-page

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CALLS BY TYPE  
MAY 2015



City of Rockwall  
*The New Horizon*

CITY CALLS		COUNTY	
Situation Type	May #	Situation Type	May #
111 Building fire	1	631 Authorized controlled burning	1
143 Grass fire	2	Totals:	1
311 Medical assist, assist EMS crew	1		
322 Motor vehicle accident with injuries	1		
360 Water & ice-related rescue, other	3	FATE	0
412 Gas leak (natural gas or LPG)	2		
440 Electrical wiring/equipment problem, other	1		
444 Power line down	6	HEATH	
550 Public service assistance, other	3	Situation Type	May #
551 Assist police or other governmental agency	5	442 Overheated motor	1
553 Public service	5	611 Dispatched & canceled en route	2
556 Public service - Non paged	12	Totals:	3
611 Dispatched & canceled en route	3		
622 No incident found on arrival at dispatch address	1	MCLENDON CHISHOLM	
631 Authorized controlled burning	1	Situation Type	May #
650 Steam, other gas mistaken for smoke, other	1	111 Building fire	1
651 Smoke scare, odor of smoke	1	Totals:	1
652 Steam, vapor, fog or dust thought to be smoke	4		
671 HazMat release investigation w/no HazMat	1		
700 False alarm or false call, other	3		
714 Central station, malicious false alarm	1		
733 Smoke detector activation due to malfunction	6		
735 Alarm system sounded due to malfunction	9		
736 CO detector activation due to malfunction	1		
740 Unintentional transmission of alarm, other	1		
741 Sprinkler activation, no fire - unintentional	1		
743 Smoke detector activation, no fire - unintentional	6		
745 Alarm system activation, no fire - unintentional	15		
746 Carbon monoxide detector activation, no CO	1		
Totals:	98		



To: Chief Poindexter  
From: BC Merritt  
Re: May Structure fire report  
Date: June 16, 2015

### **1935 Evergreen**

We responded to a report of a possible structure fire on May 10, 2015. The first unit on scene reported a slight haze of smoke in the entry and living room. Upon further investigation it was determined that the residence had most likely been struck by lightning and a gas line in the attic had ruptured and caused a small fire behind the wall in the entry hall. No major damage was done to the structure. There were no civilian injuries and one firefighter suffered an injury on this incident.

Dispatch time: 09:38.48  
Enroute time: 09:40.17  
On scene time: 09:45.38  
Clear time: 10:57.55

No crew times were reported on this incident due to delayed responses due to weather at the time and multiple calls going on at the same time man power was limited.

The actual number of personnel on scene of this incident cannot be truly recorded due to multiple incidents taking place at the same time and personnel on all incidents were recorded on this incident sheet.



# Total Dollar Losses

May 2015



City of Rockwall  
*Life. Love. Prosper.*

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$4,500.00	\$0.00	\$100,000.00	\$219,988.00	\$256,560.00
Total Content Loss:	\$0.00	\$0.00	\$48,846.00	\$177,292.80	\$61,846.00
Total Property Pre-Incident Value:	\$168,975.00	\$0.00	\$162,820.00	\$713,335.00	\$315,730.00
Total Contents Pre-Incident Value	\$101,385.00	\$0.00	\$97,692.00	\$562,729.00	\$187,944.00
Total Losses:	\$4,500.00	\$0.00	\$148,846.00	\$397,280.80	\$4,500.00
Total Value:	\$270,360.00	\$0.00	\$260,512.00	\$1,276,064.00	\$503,674.00

CITY RESPONSE  
MAY 2015

ENROUTE TIMES			
CITY CALLS	STATIONS 1,2,3 and 4 TO BOXES WITH STATIONS		STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0-1 1/2 Minutes		0- 1 1/2 MINUTES	
CRITERIA MET %		CRITERIA MET %	
CRITERIA -ACHIEVE RESPONSE TIME	27 of 29	CRITERIA -ACHIEVE RESPONSE TIME	2 of 2
90% OF TIME IN BOXES WITH	0.93%	60% OF TIME IN BOXES WITH	100%
STATIONS	Criteria Met	STATIONS	Criteria Met
ARRIVAL TIMES			
	STATIONS 1,2,3 and 4 TO BOXES WITH STATIONS		STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0 - 6 MINUTES		0-6 MINUTES	
CRITERIA MET %	26 of 29	CRITERIA MET %	1 of 2
CRITERIA -ACHIEVE RESPONSE TIME	0.90%	CRITERIA -ACHIEVE RESPONSE TIME	50.00%
90% OF TIME IN BOXES WITH	Criteria Met	60% OF TIME IN BOXES WITH	Criteria Not Met
STATIONS		STATIONS	
RESPONSE TIMES			
CITY CALLS	STATIONS 1,2,3 and 4 TO BOXES WITH STATIONS		STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0-7 1/2 MINUTES		0-7 1/2 MINUTES	
CRITERIA MET%	26 of 29	CRITERIA MET%	1 of 2
CRITERIA -ACHIEVE RESPONSE TIME	0.90%	CRITERIA -ACHIEVE RESPONSE TIME	50.00%
90% OF TIME IN BOXES WITH	Criteria Met	60% OF TIME IN BOXES WITH	Criteria Not Met
STATIONS		STATIONS	

ENROUTE OVERAGES  
CITY  
MAY 2015

ALARM DATE	ALARM TIME	ENROUTE TIME	PAGED TO ENROUTE	NUMBER	STATION	Lights and Sirens	APPARATUS	REASON FOR OVERAGES
05/04/2015	15:22:21	15:24:08	0:01:47	2015-00000332	Rockwall 4	Code 3	E4	Dispatch talked for 1:15 seconds
05/07/2015	16:51:59	16:53:34	0:01:35	2015-00000341	Rockwall 1	Code 3	E1	CAD time doesn't match Radio time

## ARRIVAL OVERAGES

CITY

MAY 2015

VENUE	ALARM DATE	ENROUTE TIME	ARRIVAL TIME	ENROUTE TO ARRIVAL	NUMBER	STATION	Lights and Sirens	APPARATUS	REASON FOR OVERAGES
Rockwall	05/30/2015	07:46:52	07:57:56	0:11:04	2015-00000427	Rockwall 2	Code 3	E1	Weather delayed
Rockwall	05/10/2015	09:52:19	10:01:08	0:08:49	2015-00000350	Rockwall 3	Code 3	E4	Weather delayed
Rockwall	05/31/2015	04:52:44	05:01:15	0:08:31	2015-00000433	Rockwall 4	Code 3	E4	Response to area without station
Rockwall	05/10/2015	10:55:57	11:03:28	0:07:31	2015-00000354	Rockwall 2	Code 3	E2	Weather delayed



RESPONSE OVERAGES

CITY

MAY 2015

VENUE	ALARM DATE	ALARM TIME	ARRIVAL TIME	RESPONSE	NUMBER	STATION	Lights and Sirens	APPARATUS	REASON FOR OVERAGES
Rockwall	05/30/2015	07:45:57	07:57:56	0:11:59	2015-00000427	Rockwall 2	Code 3	E1	E1 responded from another call / E2 was on call and was slowed due to weather
Rockwall	05/10/2015	09:51:27	10:01:08	0:09:41	2015-00000350	Rockwall 3	Code 3	E4	E3 Responded from out of district
Rockwall	05/31/2015	04:51:43	05:01:15	0:09:32	2015-00000433	Rockwall 4	Code 3	E4	Response to area without station
Rockwall	05/10/2015	10:55:27	11:03:28	0:08:01	2015-00000354	Rockwall 2	Code 3	E2	All units were tied up and had to clear from other calls and slowed due to weather.

COUNTY CALL OVERAGES  
MAY 2015

VENUE ENROUTE OVERAGES	ALARM DATE	ALARM TIME	ENROUTE TIME	PAGED TO ENROUTE	ARRIVAL TIME	ENROUTE TO ARRIVAL	RESPONSE	NUMBER	STATION	Lights and Sirens	APPARATUS	REASON FOR OVERAGES
Rockwall County	05/21/2015	05:49:51	05:52:23	0:02:32	06:06:09	0:13:46	0:16:18	2015-00000390	Rockwall 2	Code 3	E2	Radio times don't match CAD times
DALLAS	05/16/2015	13:46:41	13:51:19	0:04:38	13:51:29	0:00:10	0:04:48	2015-00000370	Rockwall 2	Code 3	Mar 1	Radio times don't match CAD times

ARRIVAL OVERAGES

Rockwall County	05/21/2015	05:49:51	05:52:23	0:02:32	06:06:09	0:13:46	0:16:18	2015-00000390	Rockwall 2	Code 3	E2	Drive time to McClendon Chisholm
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RESPONSE OVERAGES

Rockwall County	05/21/2015	05:49:51	05:52:23	0:02:32	06:06:09	0:13:46	0:16:18	2015-00000390	Rockwall 2	Code 3	E2	Drove time to McClendon Chisholm
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COUNTY AND MUTUAL AID  
RESPONSE  
MAY 2015

COUNTY/MUTUAL	
ENROUTE	STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0- 1 1/2 MINUTES	
CRITERIA MET %	0 of 2
CRITERIA -ACHIEVE RESPONSE TIME	0.00%
60% OF TIME IN BOXES WITH	Criteria Not Met
STATIONS	
ARRIVAL	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0 - 10 MINUTES	
CRITERIA MET %	1 of 2
CRITERIA -ACHIEVE RESPONSE TIME	50.00%
60% OF TIME IN BOXES WITH	Criteria Not Met
STATIONS	
RESPONSE	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0-11 1/2 MINUTES	
CRITERIA MET%	1 of 2
CRITERIA -ACHIEVE RESPONSE TIME	50.00%
60% OF TIME IN BOXES WITH	Criteria Not Met
STATIONS	

# Fire Alarms

May 2015

Date	Address	Common Name	Disposition Code	CFS Number	Incident Number	Incident ORI	Call Type
05/02/2015 04:22:59	2949 WILD OAK LN		FA	245	2015-00000326	TX504	FD - Fire Alarm Residential
05/04/2015 15:20:10	991 E I30	Plaza at Rockwall Building 1	FA	725	2015-00000332	TX504	FD - Fire Alarm Commercial
05/04/2015 15:21:08	1053 E I30		FA	727	2015-00000333	TX504	FD - Fire Alarm Commercial
05/05/2015 13:08:41	206 STORRS ST	Nursing Home, Rockwall, Rockwall Nursing Care, Rockwall Nursing Center	FA	900	2015-00000336	TX504	FD - Fire Alarm Commercial
05/07/2015 16:51:09	1200 E YELLOW JACKET LN		FA	1299	2015-00000341	TX504	FD - Fire Alarm Commercial
05/09/2015 12:40:58	101 E RUSK ST	Rockwall County Old Courthouse	FA	1667	2015-00000345	TX504	FD - Fire Alarm Commercial
05/10/2015 10:12:10	941 STEGER TOWNE DR	Childrens Park Daycare	FA	1830	2015-00000351	TX504	FD - Fire Alarm Commercial
05/10/2015 10:52:27	2871 LAGO VISTA LN		FA	1837	2015-00000354	TX504	FD - Fire Alarm Residential
05/11/2015 15:03:57	1027 E I30	Belk	FA	2027	2015-00000359	TX504	FD - Fire Alarm Commercial
05/11/2015 23:18:13	111 LANSHIRE DR		FA	2115	2015-00000361	TX504	FD - Fire Alarm Residential
05/14/2015 16:21:05	709 BIG OAK CT		FA	2564	2015-00000366	TX504	FD - Fire Alarm Residential
05/14/2015 17:03:48	995 MONT CASCADES DR		FA	2573	2015-00000367	TX504	FD - Fire Alarm Residential
05/16/2015 17:09:52	101 E RUSK ST	Rockwall County Old Courthouse	FA	2898	2015-00000371	TX504	FD - Fire Alarm Commercial
05/17/2015 03:24:07	1621 COASTAL DR		FA	3001	2015-00000373	TX504	FD - Fire Alarm Residential
05/17/2015 04:17:22	479 SONOMA DR		FA	3007	2015-00000374	TX504	FD - Fire Alarm Residential
05/17/2015 21:33:12	996 E I30	Best Western	FA	3105	2015-00000375	TX504	FD - Fire Alarm Commercial
05/18/2015 11:12:44	302 ROCKBROOK DR		FA	3203	2015-00000378	TX504	FD - Fire Alarm Residential
05/19/2015 22:25:34	2055 SUMMER LEE DR	Hilton, Hilton Hotel	FA	3535	2015-00000384	TX504	FD - Fire Alarm Commercial
05/20/2015 09:59:39	625 E FM552		FA	3602	2015-00000386	TX504	FD - Fire Alarm Commercial
05/23/2015 16:08:44	489 BENDING OAKS TRL		FA	4191	2015-00000395	TX504	FD - Fire Alarm Residential
05/23/2015 17:35:50	2180 ARROWHEAD CT		FA	4199	2015-00000396	TX504	FD - Fire Alarm Residential
05/24/2015 21:47:11	1109 BAYSHORE DR		FA	4372	2015-00000401	TX504	FD - Fire Alarm Residential
05/27/2015 07:58:32	1111 E YELLOW JACKET LN	County Clerks Office, County Courthouse, New Courthouse, Rockwall County Justice Center	FA	4827	2015-00000412	TX504	FD - Fire Alarm Commercial
05/28/2015 20:09:17	1305 CALISTOGA DR		FA	5162	2015-00000419	TX504	FD - Fire Alarm Residential
05/29/2015 05:14:10	1000 SIGNAL RIDGE PL	Signal Ridge Security	FA	5251	2015-00000422	TX504	FD - Fire Alarm Commercial
05/30/2015 07:30:58	205 WINDY LN		FA	5468	2015-00000425	TX504	FD - Fire Alarm Residential
05/30/2015 07:33:27	5250 MEDICAL DR	Arbor House Of Rockwall	FA	5469	2015-00000426	TX504	FD - Fire Alarm Commercial

# **Inspection Totals Per Inspector**

**May 2015**

Fire Inspection Status	Fire Inspection FDID	Inspector	Inspection Type	Fire Inspection Inspection Number
Pending	TX504	744 - Patrick	Courtesy	2726
Pending	TX504	744 - Patrick	Courtesy	2726
Finaled	TX504	744 - Patrick	Courtesy	2690
Finaled	TX504	744 - Patrick	Courtesy	2659
Finaled	TX504	744 - Patrick	Courtesy	2494
Pending	TX504	744 - Patrick	Fire Spinkler System	2664
Finaled	TX504	744 - Patrick	Flow Test	2734
Finaled	TX504	744 - Patrick	Flow Test	2733
Pending	TX504	744 - Patrick	Underground Fire Line	2708
Total Per Inspector: 9				
Finaled	TX504	836 - Ayres	Annual	2724
Finaled	TX504	836 - Ayres	Annual	2719
Pending	TX504	836 - Ayres	Annual	2719
Finaled	TX504	836 - Ayres	Annual	2661
Pending	TX504	836 - Ayres	Annual	2669
Finaled	TX504	836 - Ayres	Annual	2673
Pending	TX504	836 - Ayres	Annual	2705
Finaled	TX504	836 - Ayres	Certificate of Occupancy	CO2015-0040
Finaled	TX504	836 - Ayres	Certificate of Occupancy	CO2015-0015
Finaled	TX504	836 - Ayres	Certificate of Occupancy	CO2015-0052
Pending	TX504	836 - Ayres	Certificate of Occupancy	CO2015-0048
Pending	TX504	836 - Ayres	Certificate of Occupancy	TCO2015-0002
Finaled	TX504	836 - Ayres	Construction Final	2460
Finaled	TX504	836 - Ayres	Construction Final	2686
Pending	TX504	836 - Ayres	Construction Final	2460
Finaled	TX504	836 - Ayres	Construction Final	2712
Finaled	TX504	836 - Ayres	Construction Final	2706
Pending	TX504	836 - Ayres	Construction Final	2706
Finaled	TX504	836 - Ayres	Follow Up	2718
Finaled	TX504	836 - Ayres	Open Burn	2728
Pending	TX504	836 - Ayres	Remote FDC	2709
Pending	TX504	836 - Ayres	Remote FDC	2709
Pending	TX504	836 - Ayres	Underground Fire Line	2708
Pending	TX504	836 - Ayres	Underground Fire Line	2708
Finaled	TX504	836 - Ayres	Underground Fire Line	2708
Total Per Inspector: 25				
Pending	TX504	843 - Clark	Certificate of Occupancy	CO2015-0045
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0043
Pending	TX504	843 - Clark	Certificate of Occupancy	CO2015-0043
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0045
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0046
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0047
Finaled	TX504	843 - Clark	Certificate of Occupancy	co2015-0041
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0042
Finaled	TX504	843 - Clark	Certificate of Occupancy	CO2015-0033
Finaled	TX504	843 - Clark	Construction Final	2707



Pending	TX504	843 - Clark	Construction Final	2662
Finaled	TX504	843 - Clark	Construction Final	2662
Pending	TX504	843 - Clark	Construction Final	2711
Pending	TX504	843 - Clark	Construction Final	2710
Finaled	TX504	843 - Clark	Construction Final	2714
Pending	TX504	843 - Clark	Construction Final	2714
Finaled	TX504	843 - Clark	Construction Final	2711
Finaled	TX504	843 - Clark	Construction Final	2710
Finaled	TX504	843 - Clark	Courtesy	2634
Finaled	TX504	843 - Clark	Courtesy	2635
Finaled	TX504	843 - Clark	Courtesy	2687
Finaled	TX504	843 - Clark	Courtesy	2678
Finaled	TX504	843 - Clark	Courtesy	2561
Finaled	TX504	843 - Clark	Courtesy	2636
Finaled	TX504	843 - Clark	Courtesy	2493
Finaled	TX504	843 - Clark	Courtesy	2494
Finaled	TX504	843 - Clark	Courtesy	2635
Finaled	TX504	843 - Clark	Courtesy	2679
Finaled	TX504	843 - Clark	Courtesy	2687
Finaled	TX504	843 - Clark	Courtesy	2561
Finaled	TX504	843 - Clark	Courtesy	2497
Finaled	TX504	843 - Clark	Courtesy	2687
Finaled	TX504	843 - Clark	Courtesy	2494
Finaled	TX504	843 - Clark	Courtesy	2634
Finaled	TX504	843 - Clark	Courtesy	2636
Finaled	TX504	843 - Clark	Courtesy	2497
Finaled	TX504	843 - Clark	Courtesy	2561
Finaled	TX504	843 - Clark	Courtesy	2497
Finaled	TX504	843 - Clark	Courtesy	2493
Finaled	TX504	843 - Clark	Courtesy	2561
Finaled	TX504	843 - Clark	Courtesy	2494
Finaled	TX504	843 - Clark	Courtesy	2732
Finaled	TX504	843 - Clark	Courtesy	2493
Finaled	TX504	843 - Clark	Courtesy	2561
Finaled	TX504	843 - Clark	Fire Alarm System	2681
Pending	TX504	843 - Clark	Fire Alarm System	2720
Pending	TX504	843 - Clark	Fire Spinkler System	2716
Pending	TX504	843 - Clark	Fire Spinkler System	2727
Pending	TX504	843 - Clark	Fire Spinkler System	2729
Pending	TX504	843 - Clark	Fire Spinkler System	2729
Pending	TX504	843 - Clark	Fire Spinkler System	2716
Finaled	TX504	843 - Clark	Flow Test	2717
Finaled	TX504	843 - Clark	Flow Test	2717
Finaled	TX504	843 - Clark	Follow Up	2713
Pending	TX504	843 - Clark	Follow Up	2713
Finaled	TX504	843 - Clark	Follow Up	2697
Pending	TX504	843 - Clark	Follow Up	2696
Finaled	TX504	843 - Clark	Follow Up	2722
Pending	TX504	843 - Clark	Follow Up	2702

	TX504	843 - Clark	Follow Up	2702
Finaled	TX504	843 - Clark	Other	2731
Pending	TX504	843 - Clark	Other	2731
Finaled	TX504	843 - Clark	Other	2730
Pending	TX504	843 - Clark	Other	2730
Finaled	TX504	843 - Clark	Other	2723
Total Per Inspector: 65				
Department Total: 99				

6/10/2015 3:01:16 PM

**City of Rockwall**  
**Project Routing Report By Date Sent (then by project)**  
**For the Period 5/1/2015 thru 5/31/2015**

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail			
					Contact Review Type	Date Sent Date Due	Completed Status	
P2015-017	04/22/2015 PLAT	55	1415 S GOLIAD		Ariana Hargrove FIRE	05/07/2015 05/14/2015	05/07/2015 APPROVED	
SP2015-011	04/20/2015 SITE PLAN	57	503 N GOLIAD		Ariana Hargrove FIRE	05/07/2015 05/14/2015	05/07/2015 APPROVED	
SP2015-012	04/20/2015 SITE PLAN	57	1415 S GOLIAD		Ariana Hargrove FIRE	05/11/2015 05/18/2015	05/11/2015 APPROVED W/ CON	
SP2015-009	04/20/2015 SITE PLAN	57	1350 SUMMER LEE DR		Ariana Hargrove FIRE	05/11/2015 05/18/2015	05/11/2015 APPROVED	
SP2015-010	04/20/2015 SITE PLAN	57	1320 SUMMER LEE DR		Ariana Hargrove FIRE	05/11/2015 05/18/2015	05/11/2015 APPROVED	
E2015-011	04/17/2015 ENGINEERING	60			Ariana Hargrove FIRE	05/18/2015 05/25/2015	05/18/2015 COMMENTS	
P2015-014	04/13/2015 PLAT	64	1,3,4,5 SOAPBERRY LN		Ariana Hargrove FIRE	05/20/2015 05/27/2015	05/20/2015 APPROVED	
E2015-015	05/06/2015 ENGINEERING	41			Ariana Hargrove ENG - FIRE	05/07/2015 05/21/2015	05/11/2015 COMMENTS	
E2015-016	05/07/2015 ENGINEERING	40	1950 N GOLIAD ST		Ariana Hargrove ENG - FIRE	05/07/2015 05/21/2015	05/15/2015 COMMENTS	
CIP2015-009	05/15/2015 CAPITAL IMPROVEMEN	32			Ariana Hargrove ENG - FIRE	05/15/2015 05/29/2015		

**City of Rockwall**  
**Project Routing Report By Date Sent (then by project)**  
**For the Period 5/1/2015 thru 5/31/2015**

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail			
					Contact	Review Type	Date Sent	Completed
							Date Due	Status
E2015-017	05/18/2015 ENGINEERING	29	503 N GOLIAD		Ariana Hargrove	ENG - FIRE	05/18/2015	05/19/2015
							06/01/2015	APPROVED
SP2015-013	05/07/2015 SITE PLAN	40	588 STODGHILL RD		Ariana Hargrove	FIRE	05/07/2015	05/08/2015
							05/14/2015	COMMENTS
P2015-019	05/15/2015 PLAT	32	1815 OLD E QUAIL RUN RD		Ariana Hargrove	FIRE	05/15/2015	05/20/2015
							05/22/2015	APPROVED
Z2015-015	05/15/2015 ZONING	32	205 ROCKHOUSE LN		Ariana Hargrove	FIRE	05/15/2015	
							05/22/2015	APPROVED W/ CON
SP2015-014	05/15/2015 SITE PLAN	32	1010 S RIDGE RD		Ariana Hargrove	FIRE	05/15/2015	05/20/2015
							05/22/2015	APPROVED
SP2015-020	05/15/2015 PLAT	32	406 N GOLIAD		Ariana Hargrove	FIRE	05/15/2015	05/20/2015
							05/22/2015	COMMENTS
Z2015-018	05/19/2015 ZONING	28	1815 OLD E QUAIL RUN RD		Ariana Hargrove	FIRE	05/19/2015	05/21/2015
							05/26/2015	APPROVED
Z2015-019	05/19/2015 ZONING	28	HWY276		Ariana Hargrove	FIRE	05/19/2015	
							05/26/2015	
P2015-022	05/29/2015 PLAT	18	FM3097		Ariana Hargrove	FIRE	05/29/2015	06/04/2015
							06/05/2015	APPROVED
Z2015-016	05/18/2015 ZONING	29	HWY276		Ariana Hargrove	FIRE	05/18/2015	05/20/2015
							05/25/2015	DENIED

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PLAN21

City of Rockwall  
Project Routing Report By Date Sent (then by project)  
For the Period 5/1/2015 thru 5/31/2015

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail			
					Contact	Date Sent	Date Due	Completed Status
Z2015-017	05/18/2015 ZONING	29	AIRPORT RD		Ariana Hargrove FIRE	05/18/2015	05/25/2015	APPROVED W/ CON
P2015-021	05/18/2015 PLAT	29			Ariana Hargrove FIRE	05/18/2015	05/25/2015	05/20/2015 APPROVED



City of Rockwall  
Permit Routing Report By Date Sent (then by permit)  
For the Period 5/1/2015 thru 5/31/2015

Permit #	Appl. Date	Aging	Address	Description	Owner Name	Contact	Plan Review Detail				
							Review Type	Status	Date Sent	Date Due	Completed
BLD2015-064	05/14/15	COMM	28	1801 S Goliad St	WILLIAMS, HORACE LEE JR AND	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	05/14/15	05/24/15	05/20/15
BLD2015-062	05/08/15	COMM	34	1050 WILLIAMS	ROCKWALL, I S D	Ariana Hargrove	FIRE 972-772-6431	APPROVED	05/18/15	05/28/15	05/18/15
BLD2015-066	05/19/15	COMM	23	1245 SH 276	ROCKWALL, SH205 VENTURE LLC	Ariana Hargrove	FIRE 972-772-6431		05/19/15	05/29/15	
BLD2015-067	05/20/15	COMM	22	911 N GOLIAD	R.D. VANDERSLICE	Ariana Hargrove	FIRE 972-772-6431		05/20/15	05/30/15	
CO2015-0047	05/21/15	CO	21	493 IH 30	BENT, TREE REALTY CO	Ariana Hargrove	FIRE CO	APPROVED	05/21/15	05/24/15	05/21/15
BLD2015-068	05/22/15	COMM	20	1245 SH 276	ROCKWALL, SH205 VENTURE LLC	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	05/22/15	06/01/15	06/04/15
CO2015-0048	05/22/15	CO	20	1405 Goliad St S D	WHITFORD, D R	Ariana Hargrove	FIRE CO	APPROVED	05/22/15	05/25/15	05/28/15
CO2015-0049	05/22/15	CO	20	911 N Goliad St	R.D. VANDERSLICE	Ariana Hargrove	FIRE CO	APPROVED	05/22/15	05/25/15	05/22/15
CO2015-0050	05/22/15	CO	20	911 N Goliad St	R.D. VANDERSLICE	Ariana Hargrove	FIRE CO	APPROVED	05/22/15		05/22/15
MEC2015-007	05/22/15	COMM	20	2881 Market Center Dr.	CRP/ARROW, ROCKWALL LLC	Ariana Hargrove	FIRE 972-772-6431		05/22/15	06/01/15	
BLD2015-068	05/21/15	COMM	21	1480 JUSTIN RD	SPR P ACKAGING	Ariana Hargrove	FIRE 972-772-6431	APPROVED	05/26/15	06/05/15	05/28/15
SPEC2015-00	05/26/15	SPECIAL EVENT	16	STEGE TOWNE DR	STEGE, DUNHILL LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	05/26/15	05/29/15	05/26/15
BLD2015-053	04/24/15	COMM	48	1700 IH 30	NESBO, LIMITED PARTNERSHIP	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	05/28/15	06/07/15	05/28/15
CO2015-0051	05/28/15	CO	14	108 E RUSK ST	SWIERCINSKY, MICHAEL P AND	Ariana Hargrove	FIRE CO	APPROVED	05/28/15	05/31/15	05/28/15
ELE2015-001	05/28/15	COMM	14	105 N GOLIAD	WEDDLE, JOHN C	Ariana Hargrove	FIRE 972-772-6431		05/28/15	06/07/15	
CO2015-0052	05/29/15	CO	13	489 BENDING OAKS TRL	LORI COPE	Ariana Hargrove	FIRE CO	APPROVED	05/29/15	06/01/15	06/01/15

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**Rockwall Police Department**  
**Harbor District Calls For Service**  
**May 2015**

<u>Incident Number</u>	<u>Date</u>	<u>Time</u>	<u>Common Name</u>	<u>Incident Type</u>	<u>Incident CFS Disposition</u>
2015-00015839	05/22/2015	01:19:28	Cinemark	Intoxicated	No Report
2015-00015926	05/22/2015	20:59:17	Cinemark	Intoxicated	Arrest
2015-00015924	05/22/2015	20:50:03	Cinemark	Investigation	No Report
2015-00013518	05/01/2015	20:44:23	Cinemark	Investigation	No Report
2015-00015508	05/19/2015	01:12:10	Cinemark	Suspicious Activity	No Report
2015-00015374	05/18/2015	00:25:00	Dodie's Seafood	Intoxicated	No Report
2015-00014547	05/10/2015	00:57:22	En Fuego	Investigation	No Report
2015-00013552	05/02/2015	00:02:19	Glorias	Disturbance	No Report
2015-00015748	05/21/2015	11:22:08	Hilton	911 Hang Up	False 911
2015-00016369	05/27/2015	01:32:22	Hilton	Alarm-BUSN	No Report
2015-00014558	05/10/2015	05:16:00	Hilton	BMV	Report
2015-00016142	05/24/2015	23:38:36	Hilton	Disturbance	Arrest
2015-00016155	05/25/2015	03:37:13	Hilton	Disturbance	No Report
2015-00016599	05/28/2015	21:28:51	Hilton	Disturbance	No Report
2015-00013840	05/03/2015	23:55:03	Hilton	Intoxicated	Arrest
2015-00013531	05/01/2015	22:01:01	Hilton	Investigation	Arrest
2015-00013717	05/03/2015	00:36:32	Hilton	Ordinance Violation	No Report
2015-00016158	05/25/2015	04:22:57	Hilton	Suspicious Activity	No Report
2015-00014536	05/09/2015	23:41:40	Hilton	Suspicious Activity	Arrest
2015-00013646	05/02/2015	18:38:14	The Harbor	Theft	Report
2015-00013678	05/02/2015	21:38:12	The Harbor	Disturbance	No Report
2015-00013668	05/02/2015	21:10:34	The Harbor	General Complaint	No Report
2015-00015277	05/16/2015	23:59:30	The Harbor	Investigation	Unable to Locate
2015-00014675	05/11/2015	13:41:52	The Harbor	Investigation	No Report
2015-00013569	05/02/2015	01:50:39	The Harbor	Investigation	No Report
2015-00016806	05/30/2015	18:01:36	The Harbor	Welfare Concern	No Report
2015-00015280	05/17/2015	00:08:48	The Harbor	Welfare Concern	No Report
2015-00014695	05/11/2015	15:31:32	Zeus Botique	Motor Vehicle Theft	Report
			<b><u>Common Name</u></b>		
			Hilton	11	
			The Harbor	8	
			Cinemark	5	
			Dodie's Seafood	1	
			En Fuego	1	
			Glorias	1	
			Zeus Botique	1	
			<b>Total</b>	<b>28</b>	

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CITY OF ROCKWALL  
INTERNAL OPERATIONS DEPARTMENT  
FACILITY MAINTENANCE REQUESTS FOR SERVICE  
MAY 2015

DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W / IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	7	7	0	100%
ADMINISTRATIVE SERVICES	3	3	0	100%
AIRPORT	6	6	0	100%
ANIMAL SERVICES	4	4	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	1	1	0	100%
ENGINEERING	3	3	0	100%
FINANCE	0	0	0	0%
FIRE DEPARTMENT	31	31	0	100%
INTERNAL OPERATIONS	117	117	0	100%
MUNICIPAL COURT	14	14	0	100%
PARKS & RECREATION	25	25	0	100%
PLANNING & ZONING	0	0	0	0%
POLICE DEPARTMENT	32	32	0	100%
PUBLIC WORKS	10	10	0	100%
UTILITY BILLING	1	1	0	100%
TOTAL	254	254	0	100%



CITY OF ROCKWALL  
INTERNAL OPERATIONS DEPARTMENT  
RADIO SYSTEM  
REQUESTS FOR SERVICE  
MAY 2015

DEPARTMENT	# OF REQUESTS	# OF REQUESTS RESPONDED TO W / IN 24 HOURS	# OF REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ANIMAL SERVICES	0	0	0	100%
CODE ENFORCEMENT	0	0	0	100%
FIRE DEPARTMENT	3	3	0	100%
EMS	0	0	0	100%
INTERNAL OPERATIONS	1	1	0	100%
PARKS & RECREATION	0	0	0	100%
POLICE DEPARTMENT	19	19	0	100%
PUBLIC WORKS	0	0	0	100%
UTILITY BILLING	0	0	0	100%
HEATH DEPT. PUBLIC SAFETY	0	0	0	100%
HOSPITAL CONTROL STATIONS	0	0	0	100%
FATE DPS	1	1	0	100%
SYSTEM ISSUES	5	5	0	100%
TOTAL	29	29	0	100%

# Airport Operations Report

For Month of May 2015

## FUEL SALES

	GALLONS SOLD	GROSS SALES
Jet - A Sales	423.00	\$1,649.70
Av-Gas Sales	1,679.80	\$7,278.98
<b>TOTAL FUEL SALES</b>	<b>2,102.80</b>	<b>\$8,928.68</b>

## HANGAR RENTAL REVENUE

Open T Hangar Rental Revenue	\$2,550.00
Transient Covered Hgr - Nightly	\$60.00
Enclosed Hangar Rental Revenue	\$120.00
Nightly Tiedown Fees	\$28.00
North Maintenance Hangar Rental Revenue	\$0.00
<b>TOTAL HANGAR RENTALS</b>	<b>\$2,758.00</b>

## HANGAR OCCUPANCY RATES

	TOTAL HANGARS	QTY RENTABLE	QUANTITY LEASED	OCCUPANCY RATE
Open T Hangars	45	40	34	85.00%
Closed Hangar Rentals	2	2	1	50%
Open Hangar Cap Rentals	2	1	1	100%
<b>TOTAL HANGAR OCCUPANCY</b>	<b>49</b>	<b>43</b>	<b>36</b>	<b>84%</b>

Of the forty five hangars only forty can actually be rented. Most of these forty should be considered substandard and not easily marketed due to pad slope and width, electrical, and drainage issues.

CITY FEES DUE	FEE RATE	FRANCHISE FEE DUE	FUEL FLOWAGE FEES DUE	TOTAL FEES DUE
Fuel Sales ( Gallons Sold )	\$0.10	\$0.00	\$210.28	\$210.28
City Owned Hangar Rentals	5.00%	\$137.90	\$0.00	\$0.00
<b>TOTAL FEES DUE</b>		<b>\$137.90</b>	<b>\$210.28</b>	<b>\$348.18</b>

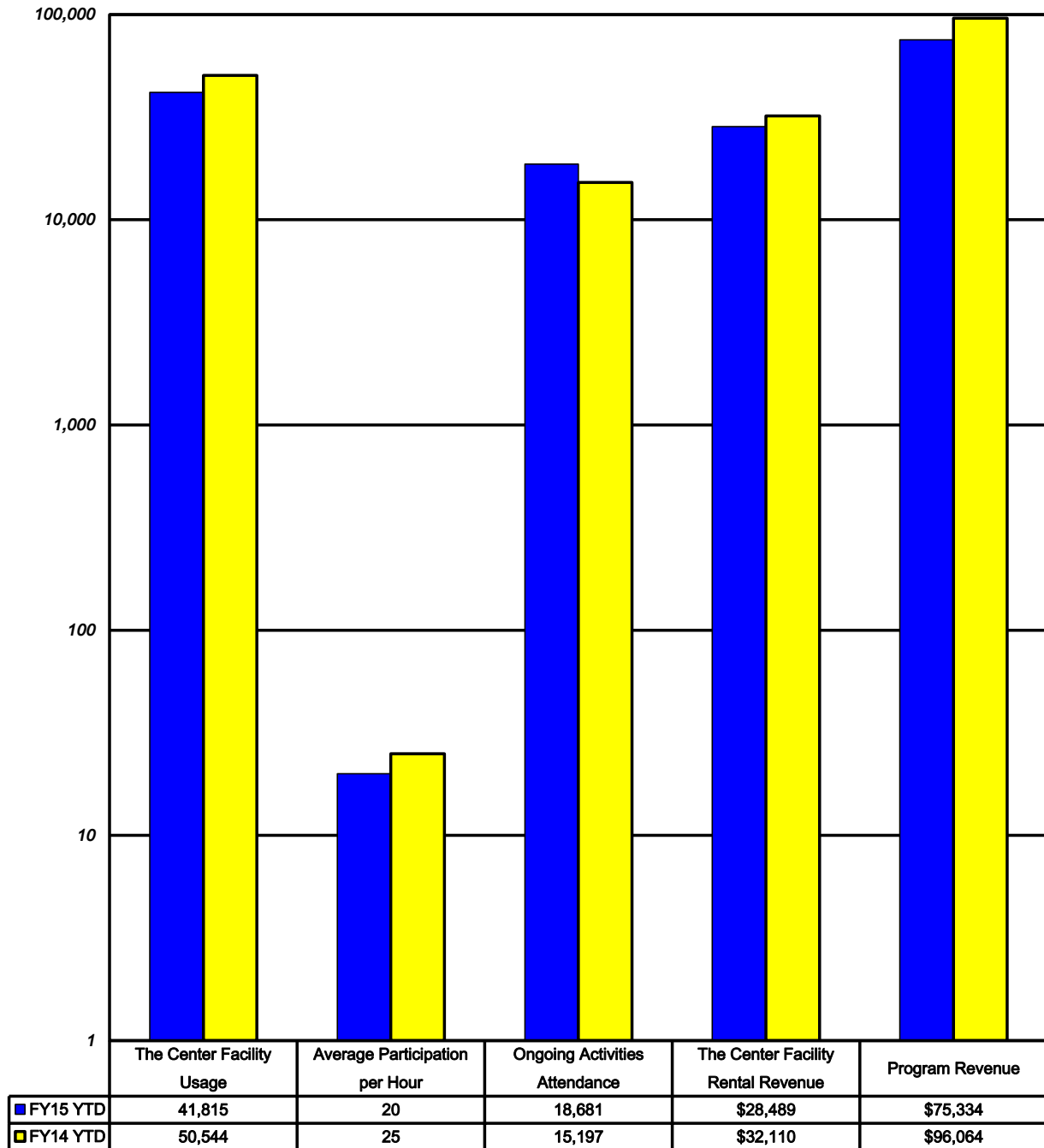
I certify the information and amounts submitted on this form are true and correct.



Todd Parks  
Managing Director - Texas Air Center, LLC

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# City of Rockwall Parks and Recreation Department FY15 May Report



**The Center Facility Usage** - Total number of visitors and participants that come thru The Center - includes Ongoing Activities.

**Average Participation per Hour** - The Center Facility Usage divided by the number of hours the facility is open.

**Ongoing Activities Attendance** - Non fee based activities conducted on a routine basis (Bingo, Exercise with Anita, etc).

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**Rockwall Animal Adoption Center Monthly Report**  
**CCHS at Rockwall**  
**May 2015**

**DISPOSITION REPORT**

	<b>May</b>
Intakes	182
1045	1
Adopted	80
Returned to Owner	27
Rescued	21
Euthanized	5
<b>Live Outcome %</b>	<b>95%</b>
Number of Animals in Foster	0

**FINANCIAL REPORT**

<b>Income</b>	<b>May</b>
City of Rockwall	\$95,951
Adoption Fee Income	\$6,450
Impound Fee Income	\$1,015
Owner Surrender	\$899
General Donations	\$2,188
Medical	\$505
Quarantine Fee	\$200
<b>Total Income</b>	<b>\$107,208</b>

<b>Expenses</b>	<b>May</b>
Administrative Expenses (Payroll, etc)	\$33,323
Shelter Expenses (Microchips, Drugs, etc)	\$6,820
Veterinary Expenses	\$3,712
<b>Total Expenses</b>	<b>\$43,855</b>
<b>Balance</b>	<b>\$63,352</b>

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