

Table of Contents

Agenda	6
Hold work session to hear and discuss presentation by AECOM regarding public transportation study findings, and take any action necessary.	
Memo_AECOM (STAR).	11
presentation.	12
Blank Page	28
Hold work session to discuss the current solid waste collection contract renewal negotiations with Republic Waste (Allied Waste) and take any action necessary	
staff cover memo	29
Republic Proposal.	30
blank page	34
Hold work session to discuss and consider local regulations regarding non-emergency ambulance services and associated transports, and take any action necessary.	
memo	35
Blank Page	36
Constitution Week	
Proclamation - Constitution Week.	37
blank page	38
Recognition of Mr. Jeffrey McLeod, Rockwall Police Officer Gary North, and Rockwall Fire Department staff and volunteers regarding July fire in downtown Rockwall	
Fire Reports.	39
Proclamation - McLeod	43
Proclamation - North and FD	44
Blank Page	45
Recognition of Sikder Rahman and Jackson Ikechukwn regarding August fire at Rockwall Nursing Care Center	
Fire Reports.	46
Proclamation - Sikder	49
Proclamation - Jackson	50
Blank Page	51
Consider approval of the minutes from the August 17, 2015 regular city council meeting, and taken any action necessary.	
08/17 CC mtg Mins	52
Blank Page	60
Consider approval of the minutes from the August 31, 2015 budget work session, and taken any action necessary.	
08/31 Budget WkS Minutes.	61
Blank Page	63
Consider awarding the Lake Forest Erosion Control Improvements project construction contract to Environmental Safety Services, Inc. in the amount of \$348,650.00 and take any necessary action.	

City Manager Memo.	64
Bid Tabulations	65
blank page	66
Consider authorizing the city manager to execute a professional engineering services contract with Teague, Nall and Perkins, Inc. to perform the engineering design plans and specifications for the Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation project in the amount of \$67,800.00 to be funded out of 2015 Water and Sewer Revenue Bonds, and take any action necessary.	
City Manager Memo.	67
Professional Engineering Services Contract	68
Blank Page	90
Consider authorizing the city manager to execute an amendment to the professional services contract with LaTerra Studio, Inc. related to professional services associated with the downtown project regarding a change order in the amount of \$33,538 to be funded out of 2012 downtown bond proceeds, and take any action necessary.	
Memo - La Terra	91
Blank Page	92
Consider authorizing the city manager to execute a Memorandum of Understanding with the cities of Allen, Forney, Frisco, Heath, McKinney, Mesquite, Plano, Princeton, Richardson, Seagoville and the Town of Prosper, regarding development of a regional capacity, management, operations and maintenance program (CMOM) pertaining to North TX Municipal Water District (NTMWD) wastewater treatment systems, and take any action necessary.	
City Manager Memo.	93
MOU agreement	94
FAQs re CMOM.	97
blank page	99
Consider approval of a resolution related to a grant through the Texas Parks and Wildlife Department pertaining to construction of a boating access facility on Lake Ray Hubbard near SH-66 and N. Lakeshore Drive, and authorize the city manager to execute associated project agreement, and take any action necessary.	
Memo	100
Resolution (boat ramp grant)	101
Blank Page	102
Consider authorizing the city manager to execute a professional services contract with for EJES, Inc. to perform the engineering design services and specifications for the East Boydston Avenue Reconstruction Project from South Goliad St. to Clark Street in the amount not to exceed \$440,228.40 to be funded out of the 2012 bond proceeds, and take any action necessary.	
City Manager Memo.	103
Engineering Services Contract	104
Blank Page	121

Consider authorizing the city manager to execute a professional services contract with Freese and Nichols, Inc. to perform the engineering design services and specifications for the County Line Roadway Reconstruction Project from Horizon Road (FM 3097) to Renee Drive in an amount not to exceed \$580,440 to be funded out of 2012 bond proceeds, and take any action necessary.

City Manager Memo	122
Engineering Services Contract	124
Blank Page	149

Consider authorizing the city manager to execute a professional services contract for Cobb, Fendley & Associates, Inc. to perform the engineering design services and specifications for the Throckmorton Street Reconstruction Project from East Boydston Avenue to East Bourn Street in an amount not to exceed \$187,695.00 to be funded out of 2012 bond proceeds, and take any action necessary.

City Manager Memo	150
Engineering Services Contract	151
Blank Page	173

P2015-035 - Consider approval of a request by Archie Underwood and Dan Walker for the approval of a replat for Lots 1 & 2, Block A, Lakeside Veterinary Clinic Addition being a replat of two (2) parcels being 2.43-acres of land identified as Lot 1, Block A, Bernice Addition and Lakeside Batting Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 801 & 801B E. IH-30, and take any action necessary.

P2015-035	174
Blank Page	181

Consider authorizing the Mayor to execute an interlocal agreement with Rockwall County to provide fire protection services within unincorporated areas of the county for the year 2015-2016, and take any action necessary.

Memo (fire interlocal)	182
Fire Agreement	183
Blank Page	188

Appointment with Todd Parks, Fixed Based Operator of the Ralph M. Hall / Rockwall Municipal Airport, to consider a request regarding modification of operating hours, and take any action necessary.

Todd Parks	189
Blank Page	192

Appointment with Rockwall resident Jim Smith to hear concerns related to drones, and take any action necessary.

email request	193
blank page	194

Hold a public hearing to receive comments regarding the proposed FY 2015-2016 City of Rockwall budget, and take any action necessary.

Public Hearing cover memo.	195
------------------------------------	-----

Memo - Fire Call Volume	197
Blank Page	213
Discuss and consider a recommendation of the City Council's Naming Sub-Committee regarding approval of a resolution renaming Camelot Court to Lynch Court, and take any action necessary.	
Memo_street rename	214
bio (Lynch)	215
map	216
resolution (renaming)	217
Blank Page	218
Discuss and consider possible options for the solid waste contract, and take any action necessary.	
memo	219
blank page	220
MIS2015-006 - Discuss and consider a request by Elias Pope of 8020 Restaurants, LLC for the approval of a variance to the parking requirements in conjunction with an approved site plan for a restaurant on a 0.90-acre parcel of land identified as Lot 3, Block A, Harbor District Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD- 32), situated within the IH-30 Overlay (IH-30 OV) District, located at the southeast corner of the IH-30 Frontage Road and Sunset Ridge Drive, and take any action necessary.	
MIS2015-006	221
Blank Page	225
MIS2015-005 - Discuss and consider a request by Duane and Jennifer Piercy for the approval of an exception to the minimum masonry requirements stipulated in Section 3.1, General Residential District Standards, of Article V, District Development Standards, of the Unified Development Code, for a 1.21-acre tract of land identified as Lot 1, Block A, Piercy Place Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, addressed as 713 Hartman Street, and take any action necessary.	
MIS2015-005	226
Blank Page	235
Discuss and consider a motion for reconsideration regarding the Chapter 212 Development Agreement approved with Joey Howell on August 3, 2015 for the property within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548, being a ~98-acre tract of land, and take any action necessary.	
memo	236
Joey Howell e-mail	238
Blank Page	240

Discuss and consider terminating the authorization to approve the Chapter 212 Development Agreement with Joey Howell for a property identified as Tract 18 & 18-01 of the S. McFadgin Survey, Abstract No. 142, Rockwall County, Texas, being a ~98-acre tract of land situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548, and take any action necessary.

212 Agreement	241
Blank Page	255
Discuss and consider (re)appointments to city advisory boards, including the Animal Adoption Center/Shelter Advisory Committee, the Architectural Review Board, the Historic Preservation Advisory Board, and the Youth Advisory Council, and take any action necessary.	
Memo (Boards)	256
Blank Page	259
Building Inspections Monthly Report - July & Aug. 2015	
July 2015 Monthly Building Report	260
August 2015 Bldg Insp Rpt	274
Blank Page	288
Fire Dept. Monthly Reports - July 2015	
Fire Dept. Monthly Reports - July 2015	289
Blank Page	309
GIS Department Monthly Report - July 2015	
GIS Monthly Report (July 2015).	310
Blank Page	311
Harbor PD Monthly Report - July 2015	
July 2015	312
Blank Page	314
Internal Operations Department Monthly Report - July 2015	
IO Report	315
Airport update.	318
Blank Page	319
Police Department Monthly Report - July 2015	
Rockwall Police Monthly Activity Report July-2105	320
Blank page	321
Recreation Monthly Report - July 2015	
Recreation Graph - July 2015.	322
Blank Page	323
Rockwall Animal Adoption Center Monthly Report - July 2015	
RAAC - July 2015.	324
Blank Page	325

AGENDA
ROCKWALL CITY COUNCIL
Tuesday, September 08, 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

- p11 1. HOLD WORK SESSION TO HEAR AND DISCUSS PRESENTATION BY **AECOM** REGARDING PUBLIC TRANSPORTATION STUDY FINDINGS, AND TAKE ANY ACTION NECESSARY.
- p29 2. HOLD WORK SESSION TO DISCUSS THE CURRENT SOLID WASTE COLLECTION CONTRACT RENEWAL NEGOTIATIONS WITH **REPUBLIC WASTE (ALLIED WASTE)** AND TAKE ANY ACTION NECESSARY
- p35 3. HOLD WORK SESSION TO DISCUSS AND CONSIDER LOCAL REGULATIONS REGARDING NON-EMERGENCY AMBULANCE SERVICES AND ASSOCIATED TRANSPORTS, 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 legal claim: Larena Gail Boyd v. City of Rockwall and Rockwall Harbor Corporation pursuant to Sec. 551.071 (Consultation with Attorney)
2. Discussion regarding dangerous dog claim legal pursuant to Section 551.071 (Consultation with Attorney)
3. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

IV. ADJOURN EXECUTIVE SESSION

AGENDA
ROCKWALL CITY COUNCIL
Tuesday, September 08, 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 TOWNSEND

VIII. PROCLAMATIONS / AWARDS

- p37 1. Constitution Week
- p39 2. Recognition of Mr. Jeffrey McLeod, Rockwall Police Officer Gary North, and Rockwall Fire Department staff and volunteers regarding July fire in downtown Rockwall
- p46 3. Recognition of Sikder Rahman and Jackson Ikechukwn regarding August fire at Rockwall Nursing Care Center

IX. OPEN FORUM

X. CONSENT AGENDA

- p52 1. Consider approval of the minutes from the August 17, 2015 regular city council meeting, and taken any action necessary.
- p61 2. Consider approval of the minutes from the August 31, 2015 budget work session, and taken any action necessary.
- p64 3. Consider awarding the Lake Forest Erosion Control Improvements project construction contract to Environmental Safety Services, Inc. in the amount of \$348,650.00 and take any necessary action.
- p67 4. Consider authorizing the city manager to execute a professional engineering services contract with Teague, Nall and Perkins, Inc. to perform the engineering design plans and specifications for the Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation project in the amount of \$67,800.00 to be funded out of 2015 Water and Sewer Revenue Bonds, and take any action necessary.
- p91 5. Consider authorizing the city manager to execute an amendment to the professional services contract with LaTerra Studio, Inc. related to professional services associated with the downtown project regarding a change order in the amount of \$33,538 to be funded out of 2012 downtown bond proceeds, and take any action necessary.
- p93 6. Consider authorizing the city manager to execute a Memorandum of Understanding with the cities of Allen, Forney, Frisco, Heath, McKinney, Mesquite, Plano, Princeton, Richardson, Seagoville and the Town of Prosper, regarding development of a regional capacity, management, operations and maintenance program (CMOM) pertaining to North TX

Municipal Water District (NTMWD) wastewater treatment systems, and take any action necessary.

- p100 7. Consider approval of a resolution related to a grant through the Texas Parks and Wildlife Department pertaining to construction of a boating access facility on Lake Ray Hubbard near SH-66 and N. Lakeshore Drive, and authorize the city manager to execute associated project agreement, and take any action necessary.
- p103 8. Consider authorizing the city manager to execute a professional services contract with for EJES, Inc. to perform the engineering design services and specifications for the East Boydstun Avenue Reconstruction Project from South Goliad St. to Clark Street in the amount not to exceed \$440,228.40 to be funded out of the 2012 bond proceeds, and take any action necessary.
- p122 9. Consider authorizing the city manager to execute a professional services contract with Freese and Nichols, Inc. to perform the engineering design services and specifications for the County Line Roadway Reconstruction Project from Horizon Road (FM 3097) to Renee Drive in an amount not to exceed \$580,440 to be funded out of 2012 bond proceeds, and take any action necessary.
- p150 10. Consider authorizing the city manager to execute a professional services contract for Cobb, Fendley & Associates, Inc. to perform the engineering design services and specifications for the Throckmorton Street Reconstruction Project from East Boydstun Avenue to East Bourn Street in an amount not to exceed \$187,695.00 to be funded out of 2012 bond proceeds, and take any action necessary.
- p174 11. P2015-035 - Consider approval of a request by Archie Underwood and Dan Walker for the approval of a replat for Lots 1 & 2, Block A, Lakeside Veterinary Clinic Addition being a replat of two (2) parcels being 2.43-acres of land identified as Lot 1, Block A, Bernice Addition and Lakeside Batting Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 801 & 801B E. IH-30, and take any action necessary.
- p182 12. Consider authorizing the Mayor to execute an interlocal agreement with Rockwall County to provide fire protection services within unincorporated areas of the county for the year 2015-2016, and take any action necessary.

XI. 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.
- p189 2. Appointment with Todd Parks, Fixed Based Operator of the Ralph M. Hall / Rockwall Municipal Airport, to consider a request regarding modification of operating hours, and take any action necessary.

- p193 3. Appointment with Rockwall resident Jim Smith to hear concerns related to drones, and take any action necessary.

XII. PUBLIC HEARING ITEMS

- p195 1. Hold a public hearing to receive comments regarding the proposed FY 2015-2016 City of Rockwall budget, and take any action necessary.

XIII. ACTION ITEMS

- p214 1. Discuss and consider a recommendation of the City Council's Naming Sub-Committee regarding approval of a resolution renaming Camelot Court to Lynch Court, and take any action necessary.
- p219 2. Discuss and consider possible options for the solid waste contract, and take any action necessary.
- p221 3. MIS2015-006 - Discuss and consider a request by Elias Pope of 8020 Restaurants, LLC for the approval of a variance to the parking requirements in conjunction with an approved site plan for a restaurant on a 0.90-acre parcel of land identified as Lot 3, Block A, Harbor District Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 32 (PD-32), situated within the IH-30 Overlay (IH-30 OV) District, located at the southeast corner of the IH-30 Frontage Road and Sunset Ridge Drive, and take any action necessary.
- p226 4. MIS2015-005 - Discuss and consider a request by Duane and Jennifer Piercy for the approval of an exception to the minimum masonry requirements stipulated in Section 3.1, General Residential District Standards, of Article V, District Development Standards, of the Unified Development Code, for a 1.21-acre tract of land identified as Lot 1, Block A, Piercy Place Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, addressed as 713 Hartman Street, and take any action necessary.
- p236 5. Discuss and consider a motion for reconsideration regarding the Chapter 212 Development Agreement approved with Joey Howell on August 3, 2015 for the property within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548, being a ~98-acre tract of land, and take any action necessary.
- p241 6. Discuss and consider terminating the authorization to approve the Chapter 212 Development Agreement with Joey Howell for a property identified as Tract 18 & 18-01 of the S. McFadgin Survey, Abstract No. 142, Rockwall County, Texas, being a ~98-acre tract of land situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), located south of SH-276 on the east side of FM-548, and take any action necessary.
- p256 7. Discuss and consider (re)appointments to city advisory boards, including the Animal Adoption Center/Shelter Advisory Committee, the Architectural Review Board, the Historic Preservation Advisory Board, and the Youth Advisory Council, and take any action necessary.

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

1. Departmental Reports
 - p260 Building Inspections Monthly Report - July & Aug. 2015
 - Fire Dept. Monthly Reports - July 2015 p289
 - p310 GIS Department Monthly Report - July 2015
 - Harbor PD Monthly Report - July 2015 p312
 - p315 Internal Operations Department Monthly Report - July 2015
 - Police Department Monthly Report - July 2015 p320
 - p322 Recreation Monthly Report - July 2015
 - Rockwall Animal Adoption Center Monthly Report - July 2015 p324
2. City Manager's Report

XV. 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 legal claim: Larena Gail Boyd v. City of Rockwall and Rockwall Harbor Corporation pursuant to Sec. 551.071 (Consultation with Attorney)
2. Discussion regarding dangerous dog legal claim pursuant to Section 551.071 (Consultation with Attorney).
3. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

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

XVII. 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 Cole, 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 4th day of September, 2015 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kristy Cole, City Secretary

Date Removed

Jacky Casey, Assistant Secretary



City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Joey Boyd, Director of Internal Operations

DATE: September 2, 2015

SUBJECT: Transportation Study

The City of Rockwall hired Aecom's Transit Division to review the information provided by STAR Transit related to their request for funding for the next fiscal year. Aecom has been collecting data from STAR itself and from the North Central Texas Council of Governments and conducting an analysis of STAR's operations and funding. A stakeholder's meeting was held on September 2nd with Rockwall staff, Councilmembers Townsend and Fowler, and Judge Sweet and Commissioner Magness from Rockwall County.

Representatives from Aecom will be at the work session on Tuesday to provide an update on their evaluation of STAR Transit.

More work to determine long-term alternatives beyond FY16 will be needed. We will have FY16 funding alternatives for discussion at the work session.



City of Rockwall Transit Service Review

September 8, 2015



Objectives of Study

- Review of existing transit service
- Stakeholder outreach
- Peer review
- Service data analysis
 - National Transit Database (NTD) and STAR
- Recommendations

Schedule

8/17 STAR Transit presentation to council	8/18	8/19	8/20 NCTCOG Interview	8/21
<i>Analysis of NTD peer service metrics</i>				
8/24 Received STAR's April service data	8/25	8/26 Briefing to city staff	8/27	8/28 Request for additional data
<i>Analysis of April service data</i>				
8/31	9/1	9/2 City/county and board stakeholder meeting	9/3	9/4
<i>NTD operating expense analysis and peer contract review</i>				

Overview of Funding Changes

- 2000 Census - Rockwall & Heath designated part of the DFW-Arlington urbanized area
- 2013 - MAP-21 shifts funding to formula-driven allocation
- Rural funding is tied directly to level of service provided in rural areas
- 2016 - STAR Transit's share of rural funding expected to decrease

Peer Comparison

2011-2013 National Transit Database

Agency	Distinguishing Features
Handitran Special Transit Division - City of Arlington	Smaller but more dense service area. Available only to seniors and persons with a disability
Corpus Christi RTA (The B)*	Similarly sized, but more dense service area. Operates more fixed route service. Majority of demand-response trips are contracted out.
The Gulf Coast Center (Connect Transit)	Larger service area operating more fixed route service.
Cleveland Area Rapid Transit (CART)	Smaller but more dense service area. OK agency governed by different state regulations and funding allocations.
Texoma Area Paratransit System, Inc. (TAPS)	Much larger service area, primarily rural.
City of Cleburne (CCT/Cletran)	Similarly sized service area
STAR Transit	
Public Transit Services (PTS)*	Larger, more rural service area
Special Programs for Aging Needs (SPAN)	Similarly sized, but more dense service area. Only serves rural areas not served by DCTA.

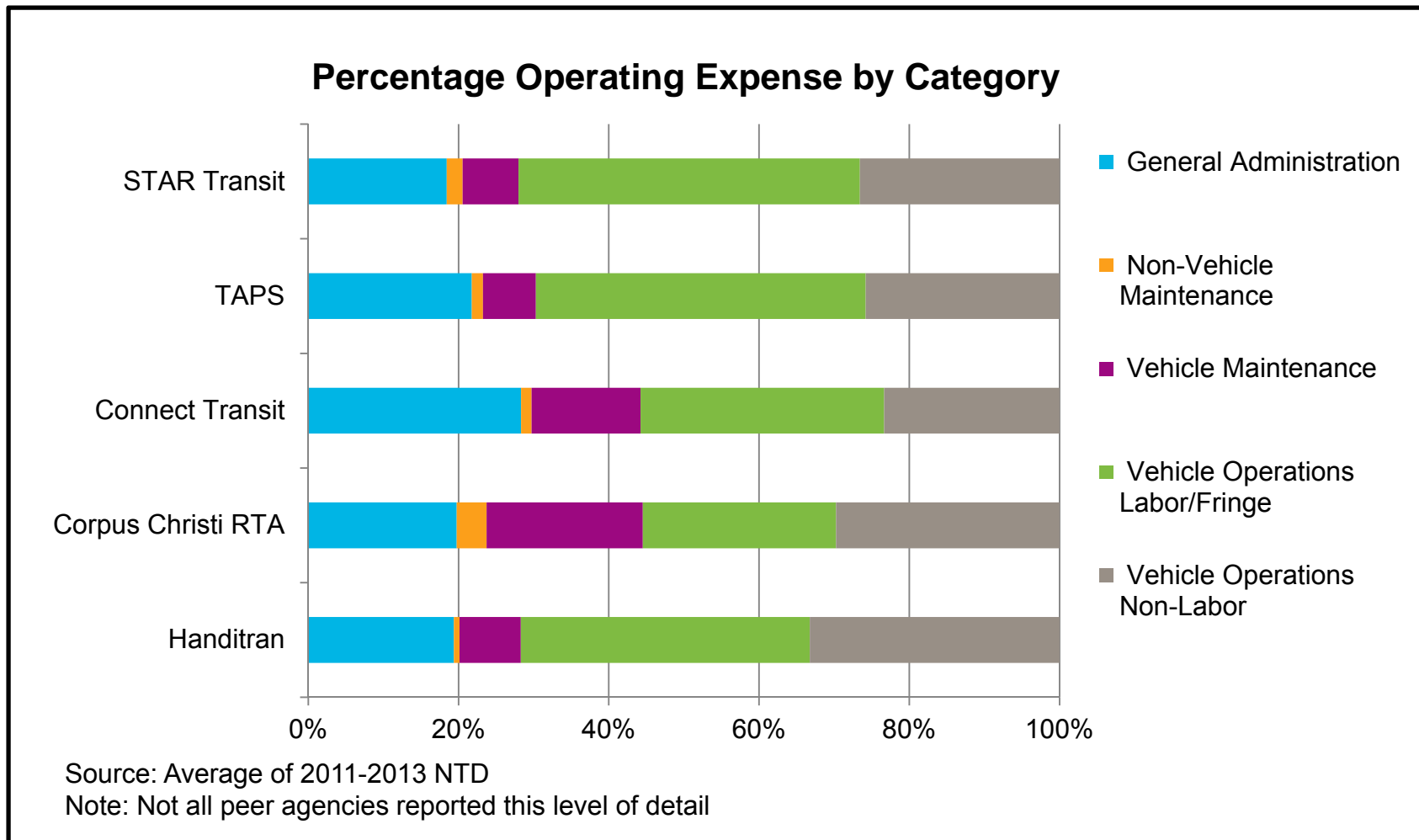
Peer Comparison

2013 National Transit Database Service Metrics

Agency	Service Area	Service Area Pop.	Unlinked Trips*	Rev. Hrs. *	Rev. Mi. *	Avg. Trip Length	O&M Cost *	Cost per Trip *	Cost per Hour *	Cost per Mile *	Trips per Hour*	Trips per Mile*
Handitran Special Transit Division - City of Arlington	199	368,216	57,331	26,659	349,419	11.9 mi.	\$1,587,144	\$ 27.68	\$ 59.54	\$ 4.54	2.15	0.16
Corpus Christi RTA (The B)*	841	342,412	4,727	2,616	49,404	32.2 mi.	\$ 183,947	\$ 38.91	\$ 70.32	\$ 3.72	1.81	0.10
The Gulf Coast Center (Connect Transit)	1,784	437,155	35,860	15,220	328,144	17.8 mi.	\$1,420,512	\$ 39.61	\$ 93.33	\$ 4.33	2.36	0.11
Cleveland Area Rapid Transit (CART)	27	52,826	17,256	6,312	69,258	N/A	\$ 307,830	\$ 17.84	\$ 48.77	\$ 4.44	2.73	0.25
Texoma Area Paratransit System, Inc. (TAPS)	6,295	804,455	317,431	113,214	2,121,289	13.9 mi.	\$4,357,694	\$ 13.73	\$ 38.49	\$ 2.05	2.80	0.15
City of Cleburne (CCT/Cletran)	725	153,441	37,139	22,460	332,489	N/A	\$1,036,681	\$ 27.91	\$ 46.16	\$ 3.12	1.65	0.11
STAR Transit	908	184,648	139,094	59,047	985,510	7.3 mi.	\$3,008,399	\$ 21.63	\$ 50.95	\$ 3.05	2.36	0.14
Public Transit Services (PTS)*	1,855	147,568	72,913	37,495	709,576	N/A	\$1,674,898	\$ 22.97	\$ 44.67	\$ 2.36	1.94	0.10
Special Programs for Aging Needs (SPAN)	878	707,304	71,559	33,637	615,695	N/A	\$1,628,463	\$ 22.76	\$ 48.41	\$ 2.64	2.13	0.12
Average							\$1,524,646	\$ 26.43	\$ 56.21	\$ 3.40	\$ 2.20	\$ 0.14
* For comparison purposes, only directly-operated demand response services are included in the measures above.												
Source: NTD 2013 Data Tables												

Peer Comparison

2011-2013 National Transit Database Average Expenses



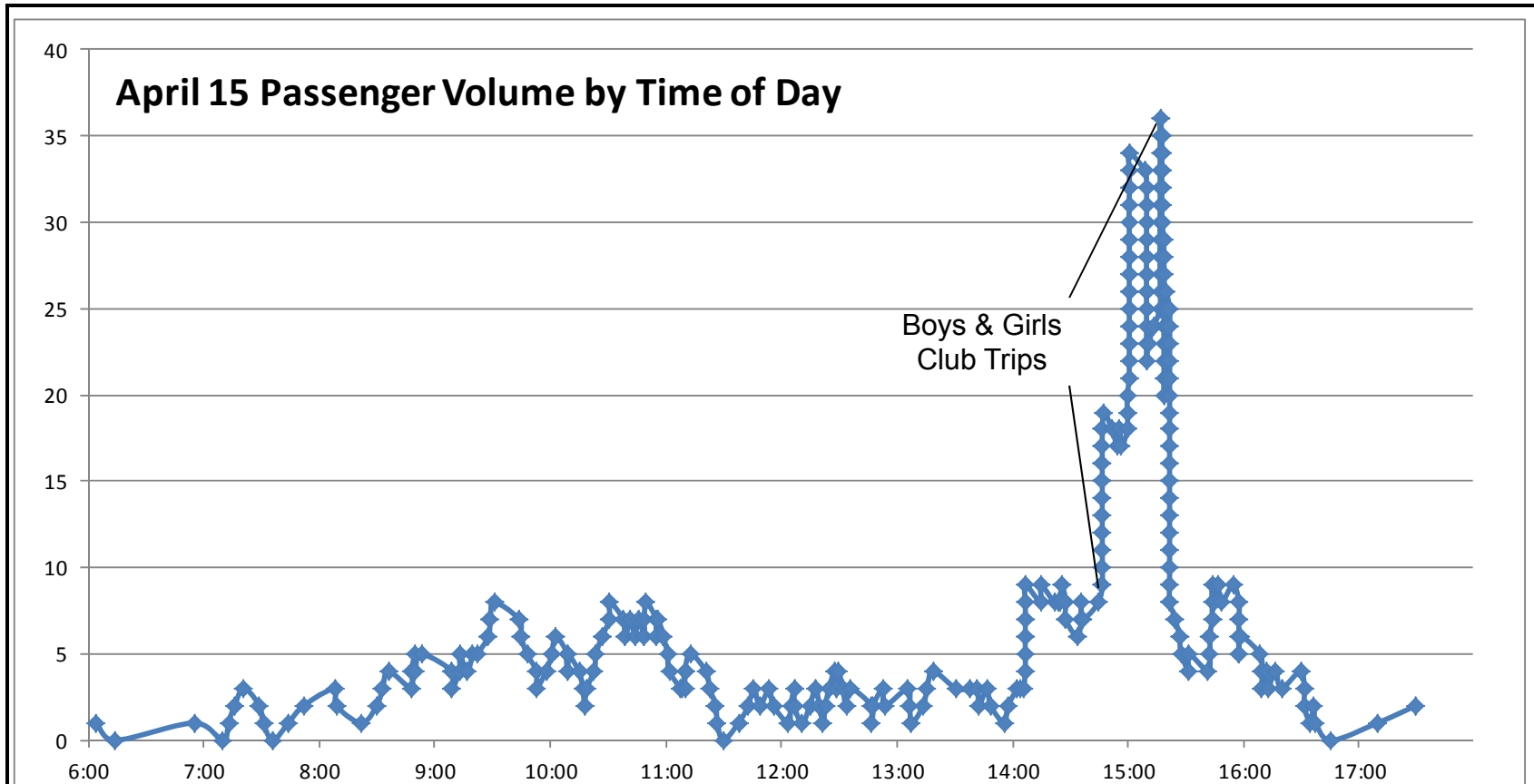
Transit in Rockwall County - Level of Service

Day of Week	Schedule Trips	Appointment Trips	Late Appt. Trips	Appointment Trips On-time %	Total Trips
Mon	125.8	8.0	2.0	75%	133.8
Tue	127.8	9.0	0.5	94%	136.8
Wed	143.8	11.4	4.0	65%	155.2
Thu	122.2	11.4	2.2	81%	133.6
Fri	105.5	8.3	2.3	73%	113.8
Weekday Avg.	125.7	9.8	2.3	77%	135.5

Source: STAR Transit, On-time performance Reports Month of April 2015

- Average of 135.5 trips/weekday. Estimated 30-40% of these are to Boys and Girls Club.
- April average weekday trip length under 10 miles and under 10 minutes.

Rockwall County Level of Service



Source: Based on Trapeze Manifest data for all six routes indicated on April 15, 2015

Note: Annual Summary Level data not yet available, April 15 was selected for detailed analysis as it represents the highest volume day in April

Note: Trapeze data does not include actual pick up or drop off times, above graphic is based on scheduled times

Note: Trapeze data does not include no-show information. This analysis estimates 4 no-shows based on scheduled pick up with no corresponding drop-off. No-shows are not included in total volume.

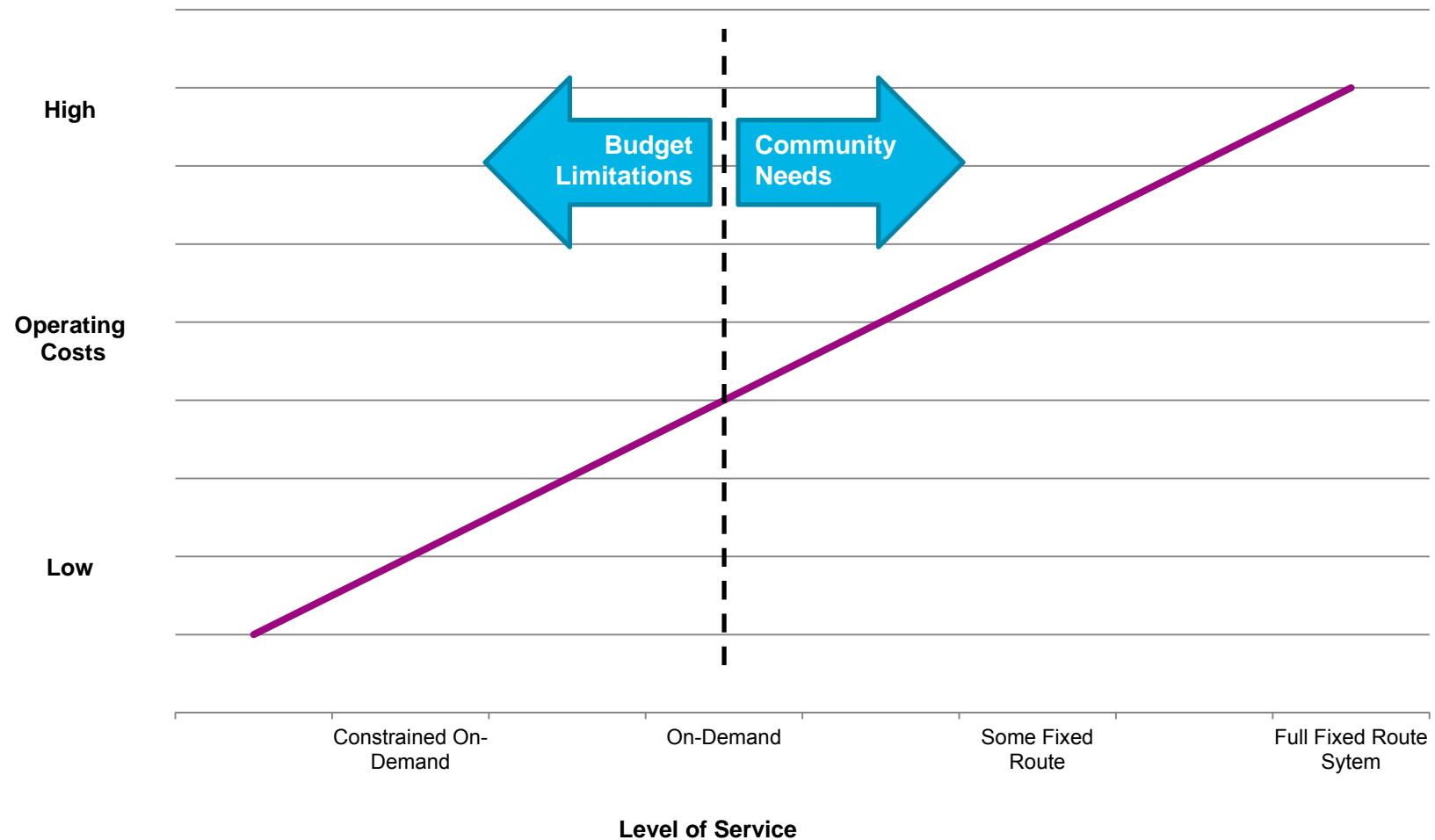
Additional Data Requested from STAR Transit

- Annual Vehicle hours, vehicle miles, unlinked trips, and operating costs specific to Rockwall County for FY 12, FY 13 and FY 14
- Medicaid-eligible trips and Medicaid-eligible expenses in Rockwall county for the above years
- 2014 STAR system-wide NTD submittal
- Driver manifests including no-shows and actual pick-up and drop-off times.
- Trip volume by time of day in Rockwall County (annual or monthly average)

Summary of Findings to Date

- STAR Transit's cost effectiveness metrics are in line with peers
 - Cost per hour
 - Cost per mile
- Spike in the afternoon due to Boys and Girls Club trips increases bus needs
- Service is made up of primarily short trips
- Average trips per hour less than 10

What are Rockwall's Service Expectations?



Considerations

- Who is the service for?
- What are the needs of the transit market?
- What are the most cost effective ways of meeting those needs?
 - Bundled trips (longer travel time)
 - First-come, first-served
 - Limited-day special purpose shuttles
 - Limit access to schools/chartered services
 - Taper number of buses running during slow periods
 - Service delivery options (flex, fixed route, demand-response, taxi)

Contracting Recommendations

- Specify minimum service hours to be provided for agreed upon cost
- Establish performance measures and minimum service standards
- Include role for City/County to monitor service metrics and costs
- Identify the specific responsibilities, powers, and liabilities of each party

Next Steps

AECOM

- Schedule a stakeholder meeting with STAR representatives
- Analyze STAR data specific to Rockwall County to help inform service needs
- Provide report and recommendations

City and County of Rockwall

- Assess level of service and efficiency of current system
- Develop short-term transit service plan
- Determine designated service provider



Contact:

Andrew Ittigson, Project Manager – andrew.ittigson@aecom.com

Kristen Lueken, Transit Planner – kristen.lueken@aecom.com

Jerry Smiley, Principal – jerry.smiley@aecom.com



THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

FROM: Mary Smith, Assistant City Manager

DATE: September 3, 2015

SUBJECT: Solid Waste Services Contract

The City Council discussed the City's solid waste contract with Republic (Allied) Waste in work session on June 1 and on the action agenda on June 15. At that time, the City Manager was authorized to enter into negotiations with Republic for a contract extension with the provision that Council could still approve going out to bid if the results were not satisfactory. We've met with Republic management personnel on several occasions and they have offered the attached terms for a contract extension.

The City has been under our present contract addendum with Allied Waste (Republic Waste) for solid waste collection services since January 2010, which references the 2006 contract. Republic, under previous names has served the City since 1991. During this period, the City has at different times chosen to extend the contract and has last received sealed proposals in 2001. The contract states the City must give notice within 180 days of the expiration of the contract (by July 3, 2015) whether or not we intend to renew and extend the contract. City staff sent a letter to Republic letting them know we had until August 15 to negotiate and then Council would be asked to make the decision to renew or bid at the first September meeting.

The attached letter from Republic lays out the contract terms under which they would like to move forward with renewal. The letter also lays out safety practices, which they feel differentiates them from their competitors and provides for a better service level for our citizens.

To summarize:

- A five-year extension term with the future Council's option to extend another five years in 2020
- A fixed CPI increase of 2% for 2016 and 3% each year thereafter – first year increase would be .29 cents per month per residence.
- Addition of a "force majeure" clause which is absent in our current contract
- The addition of a second truck to add efficiency for brush pickup and modifications to garbage routes to better even out the loads
- Discontinuation of the \$20 per ton recycling rebate due to changes in market conditions

Council is asked to decide whether to renew with Republic for a five-year term or immediately begin the process to solicit bids. The current contract runs through December 31, 2015. If the renewal is granted the rates would be considered by Resolution later this year.



Mr. Rick Crowley
City of Rockwall, TX
385 S. Goliad
Rockwall, TX 75087

Re: Extension of Solid Waste Contract

Dear Mr. Crowley,

Republic Services is pleased to be the provider of solid waste and recycling services in the City of Rockwall. We are proud of our capabilities, the service we provide and professionalism we uphold while servicing the residents and businesses of Rockwall. We understand the expectations of the Rockwall way and are very proud to be a part of your City.

I would like to point out a few facts about Republic Services that some may not be aware of. Republic Services has been the safest refuse company in America for the past five consecutive years, this is so vital when we are around the citizens of Rockwall every day Monday through Friday. We are very proud of our record and feel that it is important that you know safety is no accident. We do extensive background checks on all our employees and a detailed Motor Vehicle History report before anyone can join our team. We also have an extensive 10-week boarding process that includes behind the wheel instruction, skills course and assessment, route conditioning and classroom sessions. This is all conducted on site at our Hutchins division by our certified driver trainer.

In today's market, taking care of your employees is a vital aspect and we are proud that Republic Services is becoming the employer of choice in our industry. We provide great pay, benefits, and retirement packages for our employees. This is evident in the tenure of our entire team. Our average length of service at our Hutchins division is 8.6 years. We have employees that have been with us from 1 year to 30 years. We know this is a critical component in providing industry leading service and we work very hard to keep the same drivers on the same routes day in and day out. In an industry known for high turnover, we are proud of the tenure we have with our employees.

Another hidden aspect that we do is control hours of service and weight compliance with our loads. Although Texas allows a 70-hour workweek, we do not believe in this philosophy and have found safety issues arise from hours 55 or greater. We have strict guidelines to keep all hours under 60 and actually strive for a 52-hour workweek. We believe in a home life beyond Republic Services and this is just one way for us to protect both our employees and the citizens that we serve. This is just one more example of how we go the extra mile compared to our competition. One additional fact is we control the weight of our loads so we stay in compliance with law and the payload of our vehicles.

We actually set where we will break off routes to control the overall weight of the vehicles. The benefit is less wear and tear on your streets and parking lots.

Our overall goal is consistent services that exceed our customer expectations. We are measured on our service commitments daily and are ranked against other Republic Companies across the United States. Our company is ranked and graded on how we perform day in and day out. Our ultimate goal is for your citizens to be able to set their clocks to our services. We have seen this starting to take shape as we receive calls when we run behind in some cases and citizens call to make sure our drivers are ok. Our measurements are strict and unwavering. An example of this is if a citizen or business calls in and states your driver is usually here at 10 a.m. and it is now 10:30 we consider this call a missed pickup. We should have communicated the delay. We also have the ability to send a message to all business locations throughout Rockwall to let them know if we are running behind. We now have a phone app that allows our customers to order services, request a call from customer service center and even pay invoices. Simply download My Resource and the app is available for free.

These are just a few facts on what Republic Services is really about. Below are the details of our proposal. We have requested an increase of two percent from current pricing. Please note that we did not request a CPI increase in 2015, which means pricing, has been the same since January of 2014. The new rates would go into effect January 1, 2016.

PROPOSAL

Republic Services will be adding additional equipment with our proposal.

No services have changed you will still receive two time a week trash, one time a week recycle and every other week brush / bulk.

Currently you have 6 trash routes and 2 recycle routes on average. We also run 1 grapple / boom truck for brush volumes.

The new proposal has 7 trash routes and 2 recycle routes. This will allow us to be flexible with the continued growth of the city as well as the past growth our current route structure has absorbed. We will actually be working with staff and a slight reroute will take effect to help evenly balance the work across our routes each day.

As the City matures, so does the vegetation throughout. More than ever, this has really become apparent this year. On average we are seeing 100 additional tons a month in brush and bulk from 2014. We have proposed a second unit to run with our brush/bulk unit. This will allow the grapple unit to stay in the city and not have to run to the landfill, which takes approximately 1.5 hours per round trip. This addition increases our capacity for the increased volume and our ability to overcome spikes in volume or inclement weather challenges in a timely manner.

We will continue to support the downtown beautification project with a \$10,000 donation annually. We are also proud that we will continue our \$2,000 donation for Rockwall ISD scholarships. Being a great corporate sponsor is important to us and we are proud to be part of this community not only as a corporate partner but also citizens.

The Current recycling rebate would no longer be in effect. The current state of recycling rebates has changed dramatically over the past few years. What was a minimal cost to a hauling company has increased in tipping fees. An example of this is single stream residential recycling is actually charged to Republic Services and no rebate is granted back to Republic Services due to low commodity pricing and contamination factors.

We have requested to change the yearly increase process from your current CPI structure to a fixed increase of three percent years two through five. The Consumer / Municipal price index factors do not reflect the true costs of our industry over the past years. CPI does not take into account benefit costs, yearly wage increases, steel costs, plastics, tire expenses as some examples. Just over the past few years, we have seen new vehicles rise in price from \$165,000 to \$235,000. The cost of business is rising which is why we are looking for a set increase to offset cost factors. We have not included a fuel surcharge as we have seen numerous companies do.

We have also included a Force Majeure clause in the new agreement. The definition of Force Majeure is as follows, this is protection in the event that a segment of the contract cannot be performed due to causes that are outside the control of the parties, such as a natural disaster, that could not be avoided through the exercise of due care.

With our proposal, everything stays the same as it is today. We have not increased pricing since January of 2014 and believe a two percent increase is a solid and fair proposal for the amount of services provided throughout this contract. Republic Services has donated over \$100,000 over the past years and we are proud of our partnership with The City of Rockwall. This proposal has an additional \$100,000 in donations throughout the full term. We have proposed a 5-year extension with a 5-year option.

I thank you for your support throughout this process, I believe that after your due diligence with our competitor's performance records in the area that you will find this to be a great proposal for your citizens.

Rick Bernas

Republic Services
4200 E 14th Street
Plano, TX. 75047
(972) 880-0276

We will continue to support the downtown beautification project with a \$10,000 donation annually. We are also proud that we will continue our \$2,000 donation for Rockwall ISD scholarships. Being a great corporate sponsor is important to us and we are proud to be part of this community not only as a corporate partner but also citizens.

The Current recycling rebate would no longer be in effect. The current state of recycling rebates has changed dramatically over the past few years. What was a minimal cost to a hauling company has increased in tipping fees. An example of this is single stream residential recycling is actually charged to Republic Services and no rebate is granted back to Republic Services due to low commodity pricing and contamination factors.

We have requested to change the yearly increase process from your current CPI structure to a fixed increase of three percent years two through five. The Consumer / Municipal price index factors do not reflect the true costs of our industry over the past years. CPI does not take into account benefit costs, yearly wage increases, steel costs, plastics, tire expenses as some examples. Just over the past few years, we have seen new vehicles rise in price from \$165,000 to \$235,000. The cost of business is rising which is why we are looking for a set increase to offset cost factors. We have not included a fuel surcharge as we have seen numerous companies do.

We have also included a Force Majeure clause in the new agreement. The definition of Force Majeure is as follows, this is protection in the event that a segment of the contract cannot be performed due to causes that are outside the control of the parties, such as a natural disaster, that could not be avoided through the exercise of due care.

With our proposal, everything stays the same as it is today. We have not increased pricing since January of 2014 and believe a two percent increase is a solid and fair proposal for the amount of services provided throughout this contract. Republic Services has donated over \$100,000 over the past years and we are proud of our partnership with The City of Rockwall. This proposal has an additional \$100,000 in donations throughout the full term. We have proposed a 5-year extension with a 5-year option.

I thank you for your support throughout this process, I believe that after your due diligence with our competitor's performance records in the area that you will find this to be a great proposal for your citizens.

Rick Bernas



Republic Services
4200 E 14th Street
Plano, TX. 75047

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley – City Manager
FROM: Brad Griggs – Assistant City Manager
DATE: September 4, 2015
SUBJECT: Non-Emergency Ambulance Transport Work Session

In preparation for the ordinance change regarding the non-emergency ambulance transports, additional information regarding the process to be used, any fees to be charged and the required documentation for consideration need to be reviewed. Staff will be prepared to present a list of issues that may require council direction prior to the preparation of the ordinance. Consultation with the City Attorney regarding the language within the City Charter and any potential impact on the type of licensing and/or franchise agreement will be necessary.

Although City Attorney Frank Garza has submitted a draft ordinance for consideration, the implementation of the draft needs to be discussed. The effective date for the change of service is November 1, 2015 so all process and ordinance amendments need to be in effect by that time.

THIS PAGE INTENTIONALLY LEFT BLANK



PROCLAMATION Constitution Week 2015

Whereas, September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I, Mayor of the City of Rockwall, Texas, do hereby proclaim September 17 through 23, 2015 to be

CONSTITUTION WEEK

In Rockwall, Texas, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

PLACE STATE OR CITY SEAL HERE

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Rockwall on this seventeenth day of September in the year of our Lord two thousand fifteen and of the Independence of the United States of America the two hundred and thirty ninth.

Mayor of Rockwall, TX _____

THIS PAGE INTENTIONALLY LEFT BLANK

Rockwall Police Department
Case# 2015-23927
Date: July 25, 2015
Offense: Information-Building Fire
Beat: 2012
Vehicle 12-4; DVR Yes
Reporting Officer: G. North #1001

The following is a summary of events that occurred on Saturday, July 25, 2015 at approximately 11:13 PM. I, Officer G. North #1001, while on patrol crossing through downtown Rockwall (100 Block N. Goliad) observed smoke bellowing from a rooftop. I was also flagged down by a passerby at the intersection of N. Goliad and Kaufman St. The passerby's driver's license number and phone number was forwarded to the Rockwall Fire Department for informational purposes.

I checked out with Rockwall PD Dispatch and informed them that I would be investigating a possible building fire. Upon further investigation, I could feel a significant temperature increase in the front of the business located at 109 N. Goliad. I could not see inside of the business due to dark windows.

From the factors surrounding the investigation I notified Dispatch to start Rockwall Fire to the location for a building fire. I did not observe anything else out of the ordinary.

Rockwall PD Case Number 2015-23927
Rockwall FD Incident Number 2015-637

Officer G. North #1001
Rockwall Police Department
Patrol Division

109 N. Goliad

We responded to a report of a possible structure fire on July 26, 2015. Upon arrival, Ladder 1 checked on scene with nothing showing from the front of the building. A police officer met Ladder 1 personnel to advise them the building was full of smoke and the glass storefront was hot to the touch. Ladder 1 Officer (Monty Gibson) along with 2 other firefighters (Michael Caffey & Nathan Dower) made a forced entry into the building and were met with heavy smoke conditions. Upon my arrival I quickly made the decision to have firefighters make entry into the building to the South of the fire building, which is 107 S. Goliad, and take a hose line to check to see if the fire had spread to that location and if it had not make sure that it did not get into that building. One of the ladder trucks was raised and ready to operate at this point also. My major goal at this incident was to ensure that the fire was contained to as small of an area as possible and minimize damage to the downtown area. The firefighters on the initial attack were able to locate and extinguish the fire quickly. Due to their being no back door in the fire building we had to cut a hole in the roof in order to assist in removing the smoke and heat from the building. It appeared that the fire inside the location had been burning for quite a while and had pretty much burned itself out by the time we arrived. The interior of the building sustained major damage from heat, smoke and water. The interior of the building at 107 had a significant amount of smoke inside but received no fire or water damage. There was a potential for a large fire on this incident but thanks to an alert citizen and police officer and a quick interior attack by our firefighters this did not happen.

There were no civilian injuries and no firefighter injuries on this incident.

Dispatch time: 23:17.11
Enroute time: 23:18.34
On scene time: 23:21.46
Clear time: 02:25.34

We had a total of 2 Engines, 2 Ladders, 7 Full time, 2 off duty, 13 volunteers, 2 Investigators and 2 Chiefs on this incident.

Rockwall Fire Department
Fire Marshal's Office

Fire Behavior Analysis

K's Advertising
109 N. Goliad Street
Rockwall, TX 75087

Incident #: 2015-0637

In my opinion, as a fire investigator, the fire in question was a ventilation-limited fire based on observable burn patterns that indicated intensity and movement of the fire. Below, I have listed the fire dynamics that I believe limited fire spread on the night of 07/25/2015:

- Early Discovery
 - Early discovery of the fire by Jeffrey Mcleod and Officer Gary North allowed the fire department to suppress the fire before it reached a fully involved state.
- Building Construction
 - Non-combustible gypsum board ceilings and walls contained the fire below the attic space until firefighters arrived on scene. Only a few wooden joists were charred in the attic space where the gypsum board began to deteriorate under fire conditions.
 - Many of our downtown buildings have multiple ceiling and roof structures, but K's Advertising did not. It is possible that the open attic space at K's Advertising aided in the discovery of the fire by allowing the smoke to vent out of the roof vents instead of becoming trapped under layers of void spaces. This also improved firefighting conditions, including visibility and ability to locate the fire, by making vertical ventilation (cutting a hole in the roof), pulling down the ceiling, and using a Positive Pressure Ventilation Fan an effective tactic.
- Ventilation
 - As the fire developed, it appears that the smoke volume increased enough to limit the oxygen available for fire growth. There were no exterior windows or doors at the rear of the structure, which eliminated any options for natural ventilation and kept the fire from venting in the early stages of development. If the fire had enough time to breach the gypsum board ceiling or store-front windows, the fire would have rapidly grown.
- Compartment Geometry
 - The cubic volume of the office space contained within the gypsum board walls and ceiling limited the heat and smoke plume generated by the fire. The heat and smoke had less space to dissipate into. Initially, there was a rapid increase in the rate of radiant and convective heat transfer in the compartment. Once the compartment filled completely with the by-products of combustion, effective entrainment (pulling in oxygen for the fire to use) was disrupted. As a result, firefighters encountered a very hot environment, filled with large amounts of smoke, and limited visible flames.

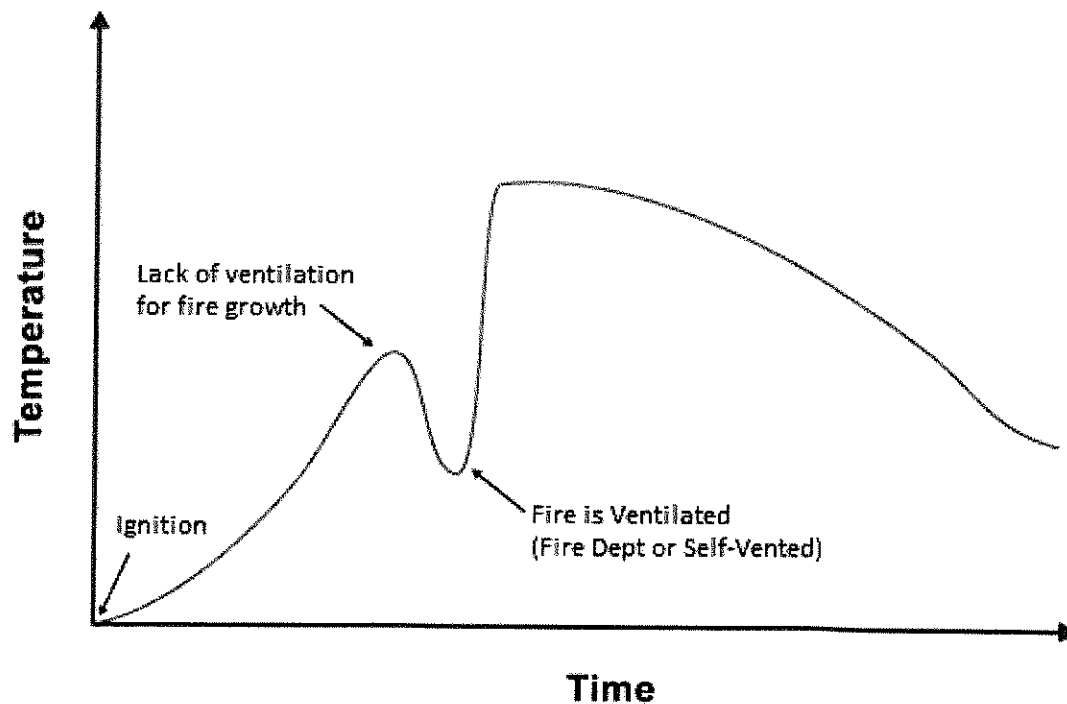
Rockwall Fire Department
Fire Marshal's Office

Summary:

In this case the fire started in a structure which had the doors and windows closed. Early in the fire growth stage there was adequate oxygen to mix with the heated gases, which resulted in flaming combustion. As the oxygen level within the structure was depleted, the fire decayed, and the heat release rate (HRR) from the fire decreased, limiting the fire growth.

Had the fire breached the storefront windows or found an alternative means of ventilation, oxygen would have been introduced. The oxygen would mix with the heated gases in the structure and the energy level would increase. This change in ventilation could have resulted in a rapid increase in fire growth potentially leading to a flashover (fully developed compartment fire).

The Fire Behavior in this Structure is represented by this curve diagram, demonstrating the time history of a ventilation-limited fire.



Rockwall,



Texas

Proclamation

Whereas, on Saturday, July 25, 2015, Mr. Jeffrey Michael McLeod suspected there was a fire at one of the buildings in historic downtown Rockwall, so he flagged down a police officer at the intersection of N. Goliad and Kaufman Street; and

Whereas, as a result of Mr. McLeod's actions, Rockwall Police Officer Gary North contacted dispatch to get the Fire Department in route to the location; and

Whereas, upon entry into the building, it was determined with certainty that there was indeed a fire at the location; and

Whereas, because of Mr. McLeod taking action instead of merely shrugging off his suspicions, the Rockwall Fire Department was able to extinguish the fire, minimize the damage, and avoid a more large scale fire incident; and

Whereas, some buildings in Rockwall's downtown area date back to as early as the late 1800s; and

Whereas, the City of Rockwall values its historic downtown area, always desiring to protect and preserve the safety and integrity of its buildings, business owner/operators, and patrons; and

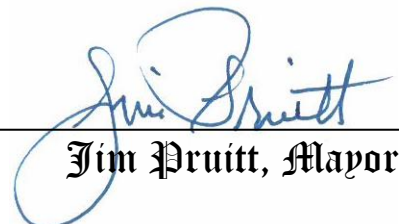
Whereas, Mr. McLeod helped the city accomplish these things on July 25th.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim **September 8, 2015** as the

JEFFREY MICHAEL MCLEOD RECOGNITION DAY

in the City of Rockwall and urge all citizens to recognize and applaud Mr. McLeod for exercising quick thinking and effective actions which led to protecting our downtown square and ensuring the safety and protection of our citizens and visitors.

In Witness Whereof, I hereunto set my hand and official seal this 8th day of September, 2015.



Jim Pruitt, Mayor

Rockwall,



Texas

Proclamation

Whereas, on Saturday, July 25, 2015, a passerby suspected there was a fire at one of the buildings in historic downtown Rockwall, so he flagged down a police officer at the intersection of N. Goliad and Kaufman Street to report his suspicions; and

Whereas, Rockwall Police Officer Gary North then inspected the building, feeling a significant increase in temperature in the front of the business and noting that the glass storefront was hot to the touch; and

Whereas, Officer North then requested that the Rockwall Fire Department be dispatched to the location for response; and

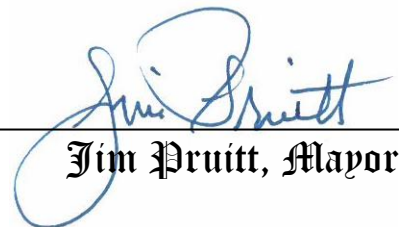
Whereas, after making entry into the building, Rockwall volunteer firefighters along with "A Shift" on-duty personnel were able to locate and extinguish the fire quickly; and

Whereas, as a result of the teamwork involved on the part of the reporting citizen, the quick acting police officer, and the city's volunteer and personnel firefighters, a more serious, larger-scale fire was averted, and no injuries were sustained; and

Whereas, the City of Rockwall values its historic downtown area, always desiring to protect and preserve the safety and integrity of its buildings, businesses, and patrons.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby formally recognize and express gratitude towards Rockwall Police Officer Gary North, the Rockwall Fire Department Volunteers, and members of the RFD's "A shift" for their quick thinking and quick response which protected life and property during this incident.

In Witness Whereof, I hereunto set my hand and official seal this 8th day of September, 2015.



Jim Pruitt, Mayor

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

CITY OF ROCKWALL, TEXAS FIRE DEPARTMENT



Date: August 6, 2015
To: Rick Crowley, City Manager
From: M. Poindexter, Fire Chief
Re: Rockwall Nursing Care Center
206 Storrs Street

We responded to a report of a commercial fire on August 04, 2015. The first unit on scene was met by a staff member outside and was directed to the affected room and told that a T/V inside the room was on fire. Upon entry into the room, the firefighter found that the T/V had been extinguished by a staff member with the use of two fire extinguishers; however there was a significant amount of smoke throughout a majority of the building. All patients in the building, with the exception of the 34 patients in the Alzheimer's wing and approximately 30 patients in the front three wings off of the nurse's station area, were evacuated from the building due to the smoke which had spread throughout the majority of the building. Approximately 63 patients and about 90% of the staff members were evacuated from the building. The building has 91 resident patient rooms and had 127 residents in house at the time of the fire. Working with the facility management staff, we were able to move two beds into non-effected areas and lessened the 60 displaced patients to 15. Arrangements were made by facility management to transport 15 of the 16 displaced patients to Lake Pointe Nursing Care Facility in Rowlett. We worked with the Police Department and transported one patient from the facility to Green Oaks for mental evaluation for his safety and other patient's safety.

Below is a timeline of events that were recorded by dispatch and on the radio:

Dispatch time:	21:56.32	
Enroute time:	21:57.45	1 min. 13 sec.
On Scene time:	L-1 - 21:59.44	(2 - Firemen) 3 min. 11 sec.
	817 - 22:01.39	(1 - Chief) 5 min. 17 sec.
	E-3 - 22:02.00	(1 - Fireman) 5 min. 32 sec.
	810 - 22:02.52	(1 - Chief) 6 min. 20 sec.
	E-4 - 22:03.00	(2-Firemen) 6 min. 28 sec.
	L-2 - 22.03 59	(2 - Firemen) 8 min. 27 sec.

Three ambulances requested:	22:02:39
Fire Investigator requested:	22:06.15
All occupants out of wing closest to fire and wing north of fire:	22:08.58
Decision made to evacuate 300 wing:	22:10.54
All patients evacuated:	22:15.44
64 patients were left sheltered in place:	22:34.24
840 on scene:	22:35.03
841 on scene:	23:12.11
15 patients relocated to Lake Pointe:	00:47.44

One Chief was interior Command and one chief was exterior Command. The scene was very busy. Trucks were placed on all four sides of the building and firefighters were told to report to those trucks for accountability. Due to those two factors, the 4, 8, and 12 men on scene times were not reported. Total personnel on scene: 2 Chiefs, 7 on duty personnel, 1 full time off duty, 13 Volunteers, 2 Fire Investigators.

Rockwall Fire Department will present Medal of Heroism

On August 4th, 2015 at approximately 9:30 pm, the fire alarm activated within the Rockwall Nursing Home located 206 Storrs Street. Nurse's aides noticed heavy smoke quickly filling the hallways of the Station 2 wing of the Rockwall Nursing Home. It was discovered that the heavy smoke was coming from behind the closed door to Room 223. Knowing that the room's occupant was confined to a wheelchair and blind, staff members, Sikder Rahman and Jackson Ikechukwn, grabbed fire extinguishers and ran to Room 223 in an effort to locate the room's occupant and extinguish the fire. Without regard for their own safety, Mr. Rahman and Mr. Ikechukwn, made entry into Room 223, extinguished the fire and pulled the room's occupant to safety.

The actions of Sikder Rahman and Jackson Ikechukwn were instrumental in rescuing and saving another by their quick thinking and courage in an emergency situation. They demonstrated extraordinary courage and composure while responding to the fire and rescuing the room occupant.

The Rockwall Fire Department credits Sikder Rahman and Jackson Ikechukwn with saving the life of the room's occupant and potentially many more lives that August night. On behalf of the citizens of Rockwall and the Rockwall Fire Department, for their conspicuous act of valor under life threatening conditions, we will present to Sikder Rahman and Jackson Ikechukwn the Citizens Medal of Heroism.

The award ceremony will be September 8th, 2015 at 6:00 pm at the City of Rockwall City Hall during the City Council meeting

Rockwall,



Texas

Proclamation

Whereas, on Tuesday, August 4, 2015 at 9:30 p.m., the fire alarm at the Rockwall Nursing Care Center on Storrs Street was activated; and

Whereas, nursing aides had noticed heavy smoke quickly filling the hallways of one wing of the nursing home, and heavy smoke was coming from behind the closed door of one of the resident's rooms; and

Whereas, knowing that the room's occupant was confined to a wheelchair and blind, two staff members grabbed fire extinguishers, ran to the room, made entry and extinguished the fire, pulling the room's occupant to safety; and

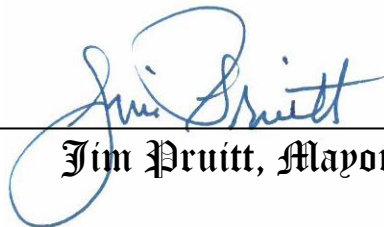
Whereas, without regard for their own safety, the actions of these two staff members resulted in saving this individual, and perhaps others, as well as putting an end to what might have otherwise been a much larger scale fire.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim September 8, 2015 as

SIKDER RAHMAN RECOGNITION DAY

in the City of Rockwall and urge all citizens to applaud this lifesaving act of valor and thank Mr. Rahman for his selfless, brave actions.

In Witness Whereof, I hereunto set my hand and official seal this 8th day of September, 2015.



Jim Pruitt, Mayor

Rockwall,



Texas

Proclamation

Whereas, on Tuesday, August 4, 2015 at 9:30 p.m., the fire alarm at the Rockwall Nursing Care Center on Storrs Street was activated; and

Whereas, nursing aides had noticed heavy smoke quickly filling the hallways of one wing of the nursing home, and heavy smoke was coming from behind the closed door of one of the resident's rooms; and

Whereas, knowing that the room's occupant was confined to a wheelchair and blind, two staff members grabbed fire extinguishers, ran to the room, made entry and extinguished the fire, pulling the room's occupant to safety; and

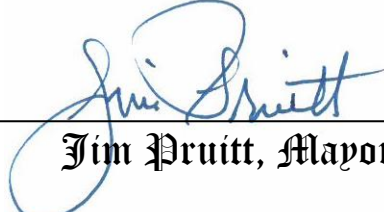
Whereas, without regard for their own safety, the actions of these two staff members resulted in saving this individual, and perhaps others, as well as putting an end to what might have otherwise been a much larger scale fire.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim September 8, 2015 as

JACKSON IKECHUCKWN RECOGNITION DAY

in the City of Rockwall and urge all citizens to applaud this lifesaving act of valor and thank Mr. Ikechuckwn for his selfless, brave actions.

In Witness Whereof, I hereunto set my hand and official seal this 8th day of September, 2015.



Jim Pruitt, Mayor

THIS PAGE INTENTIONALLY LEFT BLANK

MINUTES
ROCKWALL CITY COUNCIL
Monday, August 17, 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, Mayor Pro Tem Dennis Lewis and Council Members David White, Mike Townsend, Scott Milder, and Kevin Fowler. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs and City Manager Frank Garza. Councilmember John Hohenshelt was absent from the meeting.

II. WORK SESSION

1. Hold work session with representative(s) of STAR Transit to hear annual report of services provided to the Citizens of Rockwall, industry updates, and funding, and take any action necessary.

Councilmember Townsend, who is the city's representative on the STAR Transit board, briefed the council on this agenda item. He indicated that the county is the entity that actually holds the contract with STAR transit, and the City of Rockwall has traditionally provided some level of funding to the organization in the past for public transportation. He shared that there were some recent changes in Federal funding.

Omega Hawkins, Executive Director, Kim Britton, and Ashley Ando with Stat Transit made a presentation to the City Council. They stated that STAR has been providing transportation services in Rockwall since 2005. She stated that about 4,000 rides were provided in 2005. Approximately 18,000 rides were provided in 2010, and 29,000+ rides were provided in 2014. She anticipates that over 30,000 rides will be provided in the year 2015. The presentation gave an overview of STAR Transit's operations, number of rides in Rockwall County, and the current funding levels. STAR representatives further discussed the funding changes that the Federal government is implementing in April 2016 and how it will affect transportation service. Based on the 2010 census, Rockwall County's designation has changed from rural to urban. They then discussed the levels of funding under an urban designation and stated that there is still an abundance of funding for capital expenditures, but funding for operation of transit providers has changed under the new urban designation to a 50/50 match.

Additional information was provided for the next fiscal year. STAR proposes adding an 8th bus to the operation in Rockwall County. STAR Transit currently anticipates FY16 cost of service will average \$50.76 per hour or \$812,160.00 to provide transportation services in Rockwall County. STAR Transit will cover the 1st six months (Sept '15-April '16) of the local portion in FY16 only - \$203,040 and stated that by April 2016; a 50% operating local match will be needed from a source or sources within Rockwall County. It was estimated that based on ridership, the City of Rockwall share would be 84.96% or in \$172,502 in FY2016. STAR Transit needs partners from Rockwall County to provide 12 months of local match in FY17 and beyond. Following the presentation, a there was a series of questions and answers between their staff and council members.

The Council took no action following this work session item.

- 2. Hold work session to discuss the June 21, 2015 flooding event, including impacts on homes and roadways, and take any action necessary.**

Mayor Pruitt called for a brief break at 5:07 p.m. The meeting was called back to order at 5:13 p.m.

City Engineer Tim Tumulty and Civil Engineer Jeremy White came forth and provided a presentation to Council recapping this flood event. They provided details related to twenty-three houses that flooded, nineteen roadway closures, and 5 other flood related issues. The council took no action concerning this work session item.

Mayor Pruitt then read the below listed discussion items into the public record before recessing the public meeting into Executive Session at 5:40 p.m.

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 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).**
- 2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)**
- 3. From Public Meeting Agenda: Action Item 2. MIS2015-004 - Discuss and consider the approval of a special request by David Smith on behalf of the owner Jose Contreras for a waiver to the Manufactured Home Replacement Minimum Standards as set forth in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow a new manufactured home to be located within the floodplain on a 0.17-acre property identified as Lot 1376, Rockwall Lake Estates #2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 142 Rene Drive, and take any action necessary.**

IV. ADJOURN EXECUTIVE SESSION

Executive Session was adjourned at 6:00 p.m.

V. RECONVENE PUBLIC MEETING

Mayor Pruitt reconvened the public meeting at 6:03 p.m.

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 WHITE

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

100
101 **VIII. OPEN FORUM**
102

103 **Mayor Pruitt explained how Open Forum is conducted and asked if anyone would like to**
104 **come forth and speak. There being no one, he then closed the Open Forum.**
105

106 **IX. CONSENT AGENDA**
107

- 108 1. Consider approval of the minutes from the August 3, 2015 regular city council meeting,
109 and take any action necessary.
- 110 2. Consider approval of an interlocal cooperation agreement for governmental services
111 relating to a school resource officer program between the City of Rockwall and The
112 Rockwall Independent School District, and take any action necessary.
- 113 3. Consider authorizing the City Manager to enter into an agreement with the Texas
114 Department of Transportation (TxDOT) under the City Pride Program for installation of
115 signage at the intersection of SH-205 and Yellow Jacket Lane, and take any action
116 necessary.
- 117 4. Consider approval of a resolution authorizing signatories for financial transactions, and
118 take any action necessary.
- 119 5. Consider authorizing the City Manager to execute an interlocal Purchasing Agreement
120 with the City of Allen for the purchase of materials, supplies and services and take any
121 action necessary.
- 122 6. Consider approval of the additional expense (\$33,005.56 to be funded out of
123 Engineering Dept. General Fund Budget) associated with providing higher level of
124 protection from roadway inundation during storm event greater than a 25-year storm
125 associated with the design and construction of a 100-year storm sewer system for FM
126 549 from SH 205 to SH 276, and take the necessary action.
- 127 7. Consider awarding a contract for unit pricing for road marking material and striping
128 services to Road Master Striping LLC through the City of Midlothian Cooperative
129 Agreement to be funded through the General Fund Street Department Operating
130 Budget, Street Repair and Maintenance, and take any action necessary.
- 131 8. Consider approval of a resolution allowing a temporary partial closure of FM 740 from
132 Summer Lee Drive to the south City limits to facilitate the U.S. Open Triathlon on
133 Sunday, October 18, 2015 from 6:00 AM to 1:00 PM, and take any action necessary.
- 134 9. **P2015-034** - Consider approval of a request by Joanne Vuckovic of the Pregnancy
135 Resource Center for the approval of a replat for Lot 1, Block A, Pregnancy Resource
136 Center being a 0.32-acre tract of land currently identified as Tract 21 of the B. J. T.
137 Lewis Survey, Abstract No. 255, City of Rockwall, Rockwall County, Texas, zoned
138 Planned Development District 53 (PD-53) for Residential-Office (RO) District land uses,
139 situated within the Scenic Overlay (SOV) District, addressed as 1010 Ridge Road, and
140 take any action necessary.

141 **Councilmember Milder made a motion to approve the entire Consent Agenda (#1, 2, 3, 4,**
142 **5, 6, 7, 8, and 9). Councilmember White seconded the motion, which passed by a vote of**
143 **6 ayes with 1 absent (Hohenshelt).**
144

145 **X. APPOINTMENTS**
146

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.

Chairman of the Planning & Zoning Commission, Craig Renfro, came forth and briefed the Council on recommendations of the Commission relative to planning-related items on tonight's city council meeting agenda.

2. Appointment with Casey Kelly representing the Rockwall Girls Softball Association (RGSA) to hear proposal concerning partnering with the city, and take any action necessary.

**Casey Kelly
7136 Harlan Drive
Rockwall, TX**

Mr. Kelly came forth and clarified that he does not actually represent the RGSA. Instead, he is a concerned parent. He expressed that Andy and his staff who work for the city on the softball program do a wonderful job. However, he is concerned that kids are missing out on opportunities to play, generally indicating that these opportunities are fewer than perhaps they could otherwise be at this point if the city and RGSA were partnered in some way.

Councilmember Townsend offered a brief history of past discussions regarding RGSA partnering with the city regarding girls' softball. He indicated that RGSA previously refused to partner with the city even after having participated in lengthy discussions with the city council's youth sports subcommittee and with staff. However, Councilmember Townsend indicated that the city's offer still stands, and he and the council subcommittee are still willing to sit down with RGSA's representatives to again discuss this possibility.

Mr. Kelly expressed concern about non-Rockwall kids having to pay \$95 / season compared to \$55 / season for Rockwall residents' kids. He shared that umpires not showing up coupled with scheduling problems posed a lot of concerns last season. He personally would like to see girls from other cities come into Rockwall to play with Rockwall teams regardless of who pays the taxes to provide for them to play on fields.

Mayor Pruitt encouraged Mr. Kelly to have RGSA representatives schedule an appointment with city representatives to further discuss these issues if they so desire. The council took no action on this item.

XI. ACTION ITEMS

1. **Z2015-016** - 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. **(2nd Reading)**
(requires 3/4 majority vote)

Councilmember White made a motion to approve Z2015-016. Mayor Pro Tem Lewis seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL
ORDINANCE NO. 15-24

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 A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY 10 (SF-10) AND GENERAL RETAIL (GR) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING 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 AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A' & 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.

The motion passed by a vote of 6 in favor with 1 absent (Hohenshelt).

2. **MIS2015-004** - Discuss and consider the approval of a special request by David Smith on behalf of the owner Jose Contreras for a waiver to the Manufactured Home Replacement Minimum Standards as set forth in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow a new manufactured home to be located within the floodplain on a 0.17-acre property identified as Lot 1376, Rockwall Lake Estates #2, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 142 Rene Drive, and take any action necessary.

Mayor Pruitt made a motion to table this item until the next council meeting. Councilmember Townsend seconded the motion, which passed unanimously of those present (Hohenshelt absent).

3. Discuss and consider authorizing the city manager to execute a 380 Agreement with First Texas Homes for Use Taxes, and take any action necessary.

Councilmember White made a motion to approve the agreement as presented. Councilmember Milder seconded the motion, which passed by a vote of 6 in favor with 1 absent (Hohenshelt).

4. **SP2015-016** - Discuss and consider a request by Wayne Mershawn of Mershawn Architects on behalf of Rex Walker of Life Springs Church for the approval of variances to the articulation and residential screening requirements as stipulated by the Unified Development Code in conjunction with an approved site plan for a church on a seven (7) acre portion of a larger 28.881-acre tract of land identified as Tract 15-01 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the SH-205 By-Pass Corridor Overlay (SH 205 BY-OV) District, located on the north side of John King Boulevard east of the intersection of John King Boulevard and SH-205, and take any action necessary.

Planning Director Ryan Miller provided background information related to this agenda item, explaining that both of these variances will require a simple majority vote of Council. The Architectural Review Board did desire for the applicant to make some modifications to the horizontal articulation. The applicant made some adjustments, and a revised rendering was emailed out to ARB members. One ARB member did e-mail back to provide input on the updated articulations, indicating that he/she was not satisfied with the adjustments that were made. He explained that the church property has about 90' of separation from the adjacent residential area. In lieu of a 6' masonry wall requirement, the applicant is asking for a variance to plant about 17 live oak trees for screening instead at the rear of the property. Mr. Miller stated that the P&Z Commission did recommend approval of the proposed variances.

Mike Mershawn
Mershawn Associates
2313 Ridge Road

Mr. Mershawn came forth, indicating he is happy to answer any questions of Council.

Councilmember Milder asked for clarification regarding P&Z's recommendation. Mr. Miller indicated that P&Z did unanimously recommend approval of this item.

Councilmember Milder made a motion to approve the variance related to residential screening as presented. Councilmember White seconded the motion, which passed unanimously of those present (Hohenshelt absent).

Regarding the horizontal articulations, Councilmember White made a motion to approve those variances. Mayor Pruitt seconded the motion, which passed by a vote of 5 in favor, 1 against (Milder) and 1 absent (Hohenshelt). Councilmember Milder expressed some concern about the ARB seemingly not being on board with this particular variance request.

5. Discuss and consider adding a staff position and vehicle in the Street Department Budget to provide additional roadway cleanup services, and take any action necessary.

Indication was given that Councilmember Milder requested this agenda item. He generally expressed concerns about the overall cleanliness of streets and roadways within the city, including post-crash debris cleanup, which he recently learned is supposed to be the responsibility of the responding wrecker service. Brief comments were made related to streets/roadway clean up after weather/storm events.

At the request of Councilman Milder, Mr. Crowley indicated that the city has been operating with the same number of Street Department employees since 1998, clarifying, however, that the budget for that department has increased over time, and a lot of contractual work has taken place.

Councilman Milder suggested that the Council consider adding a new staff position and truck in the Streets Department during the upcoming budget work session discussions.

6. Discuss and consider (re)appointments to city advisory boards, including the Animal Adoption Center/Shelter Advisory Committee, the Architectural

Review Board, the ART Commission, the Historic Preservation Advisory Board and the Park Board, and take any action necessary.

After brief comments from Mr. Crowley, Councilmember White made a motion to appoint the following individuals to serve on the city's ART Commission: Jane Braddock, Betty Hoaglund, and Doug Agee (Kathleen Morrow and David Sweet were previously appointed in January of 2015). Councilmember Townsend seconded the motion, which passed by a vote of 6 in favor with 1 absent (Hohenshelt).

Councilmember Townsend made a motion to re-appoint to the Park Board (through August 2017) Mr. Ray Harton, Mr. Larry Denny and Mr. Bob Lewis. Councilmember Milder seconded the motion, which passed by a vote of 6 in favor with 1 absent (Hohenshelt).

Councilmember Milder made a motion to reappoint Alan Dennard to the Board of Adjustments (BOA) (through August of 2017). Councilmember White seconded the motion, which passed unanimously of Council (Hohenshelt absent).

7. Discuss and consider continuation and oversight associated with the annual 4th of July parade, and take any action necessary.

Mr. Crowley provided brief comments on this item. Councilmember Townsend made a motion to direct the Parks & Recreation Department to provide oversight to the annual Fourth of July Parade. Mayor Pro Tem Lewis seconded the motion, which passed by a vote of 6 in favor with 1 absent (Hohenshelt).

Mr. Crowley indicated that, although there is not a City Manager's report on tonight's agenda, at the approval of City Attorney Frank Garza, Assistant City Manager Mrs. Smith will provide a brief statement regarding concerns associated with the City of Rockwall providing water to the RCH Water Supply Corporation for residents of McLendon Chisholm. Mrs. Smith went onto explain, in general, that the City of Rockwall supplies wholesale water to the RCH Water Supply Corporation. Through that agreement, Rockwall can provide 2.1 million gallons per day; however, RCH's single 8" pipe is not adequate to bring that much water into their system. After lengthy investigating, it was determined that a 16" pipe will need to be designed and constructed before these supply issues can sufficiently be remedied. Unfortunately, there is no short-term fix to help address these problems sooner.

XII. 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 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).
2. Discussion regarding (re)appointments to city regulatory boards, commissions, and committees including the Building and Standards Commission, Planning & Zoning Commission, and Board of Adjustments pursuant to Section 551.074 (personnel matters)

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

Council did not go back into Executive Session following the close of the public meeting.

347
348 **XIV. ADJOURNMENT**
349

350 **Mayor Pruitt adjourned the meeting at 6:47 p.m.**

351
352 **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,**
353 **THIS 8th DAY OF SEPTEMBER, 2015.**
354

355
356 _____
357 **Jim Pruitt, Mayor**

358 **ATTEST:**
359

360 _____
Kristy Cole, City Secretary

THIS PAGE INTENTIONALLY LEFT BLANK

AGENDA
ROCKWALL CITY COUNCIL
Monday, August 31, 2015
8:00 a.m. Budget Work Session
Municipal Court Building, 2860 SH-66 Rockwall, TX 75087

1. CALL TO ORDER

Mayor Pruitt called the meeting to order at 8:00 a.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Dennis Lewis and City Council Members David White, Mike Townsend, John Hohenshelt, Scott Milder, and Kevin Fowler. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Brad Griggs, department directors, and the city secretary.

2. HOLD BUDGET WORK SESSION TO DISCUSS AND CONSIDER THE CITY OF ROCKWALL'S FISCAL YEAR 2016 BUDGET, AND TAKE ANY ACTION NECESSARY.

Councilmember Hohenshelt shared information he assembled related to budget and tax rate related strategic planning data and information. After the discussion, it was decided that further dialogue related to these ideas would be scheduled for a separate meeting so that potential implementation strategies could be developed.

Councilmember Milder requested to have an in depth discussion pertaining to the Fire Department including staffing and the condition of Fire Station 1. Chief Poindexter indicated that funding to hire a consultant to study needs pertaining to Station 1 and its potential expansion or replacement is being proposed in this budget. Extensive discussion took place related to staffing of the department as a whole, at each of the various fire stations and on scene during structure fires. Discussion ensued regarding fire department volunteer recruitment efforts as well as volunteer training and experience. The need for goal setting pertaining to the fire department on the part of the city council was discussed. Councilmember Milder indicated that he would like the council to consider adopting the current tax rate instead of the effective tax rate this budget year, and he would like the council to consider funding six new, full-time firefighters.

Following the discussion, council and staff discussed the Water/Sewer Fund, Debt Service, and the General Fund and General Government budget proposals. Staff indicated that Animal Services will begin reporting to Andy Hesser starting October 1st, and Lieutenant Valliant in the Police Department will serve as an advisor. The Finance Department budget was discussed, followed by additional discussion related to the Fire Department and the proposed Police Department budget.

Mayor Pruitt recessed the meeting at 11:46 for a brief break. At 12:05 a.m. discussion took place related to a park grant to expand the SH-66 boat ramp, including the required local funding match. General discussion took place related to improvements to some sidewalks, including ADA accessibility of those sidewalks, in the downtown area (a portion not included in bond related improvements). Beginning at 12:30 p.m., the

Community Development, Parks, Public Works/Engineering, Special Revenue Fund, and Internal Services Fund budget proposals were discussed.

At 1:40 p.m., wrap up comments were made. Brief comments were offered regarding adoption of the effective rate versus the current tax rate. Assistant City Manager, Mary Smith, provided an explanation of the remainder of the budget process, including required public notices, upcoming public hearings, and city council votes needed for ultimate adoption of the budget.

3. ADJOURNMENT

The meeting was adjourned at 1:55 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS 8th DAY OF SEPTEMBER, 2015.

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: September 3, 2015

SUBJECT: Construction Contract Award – Lake Forest Erosion Control Improvements

Background:

Staff received a letter from the citizen at 2065 Lake Forrest Drive concerned about the stream erosion occurring directly behind their home. Staff had a consulting engineer visit the site to evaluate the erosion condition along the stream from Emerald Bay Park to Lake Ray Hubbard. The erosion situation behind 2065 Lake Forest Drive will negatively impact the back yard/fence of this lot and possibly the adjacent lots if not addressed in the near future.

City Council hired Walter P. Moore Consulting Engineers to provide the engineering design services for this erosion control project. Their services consisted of the design of erosion protection behind 2065 Lake Forest Drive. The proposed structure is a large, modular concrete block retaining wall stabilized with rock anchors. Engineering plans were completed and put out to bidders.

The City received and opened two bids on August 20, 2015. The bidders are as follows:

- | | |
|--|--------------|
| 1. Environmental Safety Services, Inc. | \$348,650.00 |
| 2. Arc Contracting Services | \$450,300.00 |

The experience and references provided with the low bidder demonstrate Environmental Safety Services, Inc. has the ability to satisfactorily completing similar projects. This company constructed a similar retaining wall in the creekbed adjacent to the City's cemetery.

Financial Implications:

Funding for this project will be taken from the General Reserves Fund.

Action Desired/Recommendation:

Staff recommends City Council consideration to award the Lake Forest Erosion Control Improvements project construction contract to Environmental Safety Services, Inc. in the amount of \$348,650.00 and take any necessary action.

TMT: tt
Attachments

Cc:

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

Bid Summary

Lake Forest Erosion Control - City of Rockwall

				Walter P Moore Opinion of Probable Construction Cost		Environmental Safety Services, Inc.		Arc Contracting Services	
Item No.	Item Description	Units	Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
101	Mobilization	LS	1	\$17,000.00	\$17,000.00	\$74,200.00	\$74,200.00	\$30,000.00	\$30,000.00
102	Clearing and Grubbing	SY	500	\$5.00	\$2,500.00	\$9.25	\$4,625.00	\$60.00	\$30,000.00
103	Tree Removal	EA	8	\$800.00	\$6,400.00	\$500.00	\$4,000.00	\$1,200.00	\$9,600.00
104	General Excavation	CY	700	\$20.00	\$14,000.00	\$48.00	\$33,600.00	\$35.00	\$24,500.00
105	Site Excavated Fill	CY	80	\$20.00	\$1,600.00	\$28.75	\$2,300.00	\$45.00	\$3,600.00
106	Imported Top Soil	CY	40	\$20.00	\$800.00	\$80.00	\$3,200.00	\$45.00	\$1,800.00
107	Existing Wall Remediation Including Drain	LS	1	\$4,000.00	\$4,000.00	\$3,670.00	\$3,670.00	\$24,000.00	\$24,000.00
108	Erosion Mat Including Seeding	SY	250	\$20.00	\$5,000.00	\$5.00	\$1,250.00	\$40.00	\$10,000.00
109	Big Block Precast Concrete Wall	SF	1800	\$30.00	\$54,000.00	\$51.50	\$92,700.00	\$76.00	\$136,800.00
110	Articulated Concrete Block Mattress	SF	850	\$15.00	\$12,750.00	\$33.50	\$28,475.00	\$28.00	\$23,800.00
111	Concrete Beam	CY	35	\$500.00	\$17,500.00	\$760.00	\$26,600.00	\$800.00	\$28,000.00
112	Concrete Leveling Pad	CY	50	\$500.00	\$25,000.00	\$425.00	\$21,250.00	\$900.00	\$45,000.00
113	Active Rock Anchors	EA	26	\$1,200.00	\$31,200.00	\$2,030.00	\$52,780.00	\$3,200.00	\$83,200.00
	SubTotal				\$191,750.00				
	Construction Contingency (10%)				\$19,175.00				
	Project Total				\$210,925.00		\$348,650.00		\$450,300.00

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Timothy M. Tumulty, Director of Public Works/City Engineer
DATE: September 3, 2015
SUBJECT: Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation

The Stonebridge Drive Sanitary Sewer Lift Station is located in the 800 block of Stonebridge Drive just north of Agape Street in the Stonebridge Meadows, Phase One Subdivision. It was constructed in the late 1970s. The lift station structure is in need of rehabilitation to continue functioning as originally designed. Attached is Professional Engineering Service Contract from Teague, Nall and Perkins, Inc. to prepare the engineering plans and specifications for this rehabilitation project. The project consists of converting an existing wet well/dry well lift station to a wet well submersible lift station and abandoning the existing dry well in place. Other improvements include adding a new valve vault, new electrical and controls equipment, SCADA controls, back-up electrical generator and new perimeter fence.

The engineering design contract is in the amount of \$67,800.00. Funding for this contract is available in current 2015 Water and Sewer Revenue Bonds.

Staff requests City Council consideration to approve a Professional Engineering Services Contract with Teague, Nall and Perkins, Inc. to perform the engineering design plans and specifications for the Stonebridge Drive Sanitary Sewer Lift Station Rehabilitation project in the amount of \$67,800.00.

TMT:em
Attachment

Cc: Mary Smith, Assistant City Engineer
Rick Sherer, Water/Wastewater Manager
Amy Williams, Assistant City Engineer
Jeremy White, Civil Engineer
File



AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF ROCKWALL, TEXAS AND TEAGUE NALL AND PERKINS, INC.

I. INTRODUCTION

This Agreement is executed by and between The City of Rockwall, Texas, a municipal corporation located in Rockwall County, Texas, (hereinafter called "OWNER"), and Teague Nall and Perkins, Inc., a Texas corporation, (hereinafter called "ENGINEER").

WITNESSETH, that OWNER desires professional engineering and surveying services in connection with sanitary sewer capital improvement projects.

NOW, THEREFORE, OWNER and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the surveying, analysis and engineering design for the Stonebridge Lift Station Replacement in accordance with the applicable OWNER codes, regulations and standards. The PROJECT includes replacing an aging existing wet well/dry pit lift station with a new submersible-pump lift station. The existing wet well will be utilized for the new lift station. The existing dry pit will be abandoned in place/filled in with flowable fill/partially-demolished. A new valve vault will be designed, along with new isolation valves, check valves, and air-release valves. New pumps will be provided, along with base elbows, rails, hatches, wet well lining system, vent, level transducer, backup alarm float, and associated appurtenances. The PROJECT will also include all new electrical and controls equipment, including SCADA equipment and a backup electrical generator. Site improvements will include new fencing, gate, site light, and parking pad.

III. BASIC AGREEMENT

OWNER agrees to employ ENGINEER and ENGINEER agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services OWNER agrees to pay ENGINEER as set forth in Section VII and Exhibit F: "Compensation".

IV. SCOPE OF ENGINEER'S SERVICES

ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

The OWNER will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

VI. SCOPE OF OWNER SERVICES

The OWNER will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the OWNER", attached hereto and made a part of this Agreement.

VII. COMPENSATION

- A. In consideration of the services described herein, OWNER shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments including without limitation salary and reimbursable expenses, to ENGINEER by OWNER for the Basic Engineering and Special Engineering Services stated in Section IV and Section V above shall not exceed Sixty-Seven Thousand, Eight Hundred and No/100 Dollars (\$67,800.00).
- C. OWNER may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by OWNER in writing.
- D. OWNER and ENGINEER understand that the variables in ENGINEER's cost of performance may fluctuate. The parties agree that any fluctuation in ENGINEER's costs will in no way alter ENGINEER's obligations under this Agreement nor excuse performance or delay on ENGINEER's part.

VIII. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of OWNER when the Agreement is concluded or terminated, and may be used by OWNER in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

IX. INDEMNITY

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY OWNER, CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Approval by OWNER of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents.

Approval by OWNER shall not be deemed to be an assumption of such responsibility and liability by OWNER for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by OWNER signifies OWNER's approval of only the general design concept of the improvements to be constructed.

In this connection, ENGINEER and its subconsultants shall indemnify and hold OWNER and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expenses, on account of damage to property and injuries, including death, to any and all persons, including but not limited to officers, agents or employees of ENGINEER or its subconsultants, and all other persons performing any part of the work and improvements, which may arise out of any negligent act, error, or omission in the performance of ENGINEER's professional services or in the preparation of evaluations, reports, surveys, designs, working drawings, specifications and other engineering documents incorporated into any improvements constructed in accordance therewith. This

indemnification provision shall not be construed as requiring ENGINEER to indemnify or hold OWNER or any of its officers, agents, servants or employees harmless from any loss, damages, liability or expense, on account of damage to property or injuries to persons caused by defects or deficiencies in design criteria and information furnished to ENGINEER by OWNER, or any deviation in construction from ENGINEER's designs, working drawings, specifications or other engineering documents.

X. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect the ENGINEER, its subcontractors, its subconsultants and OWNER from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided:

- | | | |
|----|---|---|
| A. | Worker's Compensation Insurance:
Statutory requirements | (\$ 300,000 minimum) |
| B. | Comprehensive General Liability and Bodily Injury:
Bodily Injury

Property Damage
Combined Single Limit | \$ 500,000 per person, or
\$ 1,000,000 per occurrence; and
\$ 100,000 each occurrence; or
\$ 1,000,000 aggregate |
| C. | Comprehensive Automobile Liability:
Bodily Injury

Property Damage
Combined Single Limit | \$ 500,000 per person, or
\$ 1,000,000 per occurrence; and
\$ 100,000 each occurrence; or
\$ 1,000,000 aggregate |
| D. | Professional Liability:
Errors and Omissions | \$ 1,000,000 |

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to OWNER.

XI. ARBITRATION

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

XII. TERMINATION AND SUSPENSION

- A. OWNER may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either OWNER or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If OWNER terminates this Agreement under the foregoing Paragraph A, OWNER shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VII hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed.

XIII. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

XIV. AUTHORIZATION, PROGRESS, AND COMPLETION

OWNER and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, OWNER and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to OWNER approval.

For Additional Engineering Services, the authorization by OWNER shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by OWNER and ENGINEER.

It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT.

XV. SUBCONTRACTS

ENGINEER shall be entitled, only if approved by OWNER, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

XVI. RIGHT TO AUDIT

ENGINEER agrees that OWNER shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that OWNER shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that OWNER shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that OWNER shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article. OWNER shall give subconsultant reasonable advance notice of intended audits.

XVII. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Project Schedule
Exhibit "B"	Basic Engineering Services
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	Compensation

XVIII. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by OWNER for ENGINEER to proceed with the PROJECT.
- B. Legal Expenses. In the event legal action is brought by OWNER or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this Agreement, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- C. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:
- If to ENGINEER: Teague Nall and Perkins, Inc.
Attn: Michael G. DeMotte, P.E.
17304 Preston Road, Suite 1340
Dallas, Texas 75252
- If to OWNER: City of Rockwall
Attn: Tim Tumulty, P.E.
385 South Goliad Street
Rockwall, Texas 75087
- D. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the OWNER and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between OWNER and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between OWNER and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Rockwall County, Texas.
- F. Entire Agreement. This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Assignment. OWNER and ENGINEER each bind themselves, their heirs, successors and assigns, to the other party to this Agreement and to the successors and assigns of each other party in respect to all covenants of this Agreement. This Agreement is not to be assigned, sublet or transferred, in whole or in part, by either OWNER or ENGINEER without the prior written consent of the other party.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this
the ____ day of _____

CITY OF ROCKWALL, TEXAS
(OWNER)

TEAGUE NALL AND PERKINS, INC.
(ENGINEER)

By: _____

By: _____
Michael G. DeMotte, P.E., Team Leader

Date: _____

Date: _____

EXHIBIT A
PROJECT SCHEDULE
FOR
Stonebridge Lift Station Replacement

The following is a breakdown of the project into separate phases with the contract time for engineering services through final design for each phase. Signing this Agreement shall be construed as authorization by OWNER for ENGINEER to proceed with the PROJECT.

		<u>Engineering</u>
Phase 1	Design Phase Services	90 Calendar Days
Phase 2	Bidding Phase Services	20 Calendar Days
Phase 3	Construction Phase Services	240 Calendar Days*

* Anticipated construction schedule is beyond the control of the ENGINEER, and is provided for informational purposes only.

EXHIBIT B

BASIC ENGINEERING SERVICES FOR

Stonebridge Lift Station Replacement

The scope of work for BASIC Engineering Services involves Design, Bidding, and Construction Phase services.

I. GENERAL

A. Project Management

1. The ENGINEER will meet with the OWNER on an as needed basis during the development of the preliminary and final design phases of the PROJECT.
2. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.

B. Data Collection

1. The ENGINEER will collect, compile and evaluate existing data collected from the OWNER, or other entities that provide information for the design of the PROJECT.
2. A location map/schematic will be provided to the affected utility companies. These schematics will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.
3. The ENGINEER will attempt to obtain Record Drawings and future plans for the following facilities in the PROJECT area including:
 - Roadways/Alleys
 - Water lines
 - Sanitary Sewer Lines
 - Storm Drain Lines
4. The ENGINEER will contact Dig-Tess and/or franchise utility companies (directly) to attempt to have franchise utilities in the PROJECT area horizontally-located including:

- Underground and/or Overhead Telephone Lines and Cables
- Electric Underground and/or Overhead Lines
- Gas Lines
- Other Utilities Known to Serve the PROJECT Area

Location information obtained above will be tied by the surveyor. The locations of utilities tied from field surveys will be shown on PROJECT plans.

II. **DESIGN PHASE:**

1. The ENGINEER will develop base maps to show existing topographic features in the PROJECT area. Base maps will include the approximate location of existing utilities as provided by utility companies.
2. The ENGINEER will size the lift station wet well and establish control elevations.
3. The ENGINEER will evaluate the potential for water hammer.
4. The ENGINEER will calculate pump Total Dynamic Head (TDH) based upon system hydraulics.
5. The ENGINEER will select new pumps based upon Client-designated design flow, calculated TDH, desired flow characteristics, pump efficiency, hydraulic factors, and ease of maintenance.
6. The ENGINEER will develop pump and system hydraulic curves and confirm pump selection.
7. The ENGINEER will select check valves, isolation valves, air release valves, hatches, pipe supports, wet well lining system, and appurtenances.
8. The ENGINEER will layout/design the wet well, valve vault, and size the wet well vent.
9. The ENGINEER will confirm typical alley section and review City paving specifications and details.
10. The ENGINEER will design pavement improvements, including driveway within lift station fence, and adjustments to grading in immediate vicinity of site as necessary to positively direct drainage away from site to existing drainage flume.
11. The ENGINEER will layout the lift station site, including wet well, valve vault, controls, emergency generator, etc.
12. The ENGINEER will select fencing, gate, and landscaping (as necessary).

13. The ENGINEER's SUBCONSULTANT will design the lift station electrical and controls, including SCADA equipment, emergency generator, automatic transfer switch, and associated appurtenances.
14. The ENGINEER will develop preliminary plans of the proposed improvements. Plan sheets will be at a 1" = 40' or larger scale and contain topographic information, existing right of way lines, locations of driveways, roadways/alleys, pavement edges, limits of drainage structures, and other existing features affecting construction, if any. The plan set is anticipated to include the following (exact sheets may vary somewhat based upon design):
 - a. Cover
 - b. General Notes
 - c. Project Layout Control Plan
 - d. Site Plan
 - e. Paving, Grading, and Drainage Plan
 - f. Paving Details
 - g. Plan and Base Section
 - h. Elevation and Base Section
 - i. Pump Curves and Lift Station Details
 - j. Gravity Sewer and Force Main Connections Details
 - k. Demolition Plan
 - l. Structural Plan and Notes/Details
 - m. SWPPP/Erosion Control Plan
 - n. SWPPP Narrative Sheet
 - o. Electrical and Controls Plans and Details (by SUBCONSULTANT)
15. The ENGINEER will prepare technical specifications for the PROJECT, to include:
 - a. Pumps
 - b. Isolation Valves
 - c. Check Valves
 - d. Air Release Valves
 - e. Pipe, Manholes
 - f. Wet Well Lining System
 - g. Painting
 - h. General (Submittals, Mobilization, etc. not covered under City standards)
16. The ENGINEER will prepare/organize front-end documents (base files to be provided by OWNER). These documents will be included in the Project Manual, and will include:
 - a. Cover
 - b. Table of Contents
 - c. Notice to Bidders
 - d. Instruction to Bidders

- e. Bid Form
 - f. Standard Form of Agreement
 - g. Bonds
 - h. General Conditions
 - i. Supplementary Conditions
 - j. Prevailing Wage Rates
17. The ENGINEER will meet with the OWNER at regular intervals during the preparation of preliminary plans to present work-to-date and receive input.
18. The ENGINEER will develop preliminary contract documents and specifications.
19. The ENGINEER will develop Preliminary Probable Opinion of Costs for the project.
20. The ENGINEER will submit two (2) sets of preliminary design plans and cost opinions for OWNER review.
21. The ENGINEER will meet with the OWNER to review comments.
22. The ENGINEER will prepare and submit easement documents for temporary construction easements as an Additional Service, if necessary, after the OWNER's preliminary plan review comments are received.
23. The ENGINEER will transmit preliminary plans to utility companies to identify potential conflicts, as necessary.
24. The ENGINEER will incorporate OWNER review comments and directives from the preliminary design plans, in the preparation of final construction plans.
25. The ENGINEER will revise contract documents and specifications per review comments received.
26. The ENGINEER will revise the preliminary quantities and opinion of probable costs per changes in the final design and review comments.
27. The ENGINEER will submit final construction plans to applicable agencies, utility companies and the OWNER for final review. A letter of notice will be prepared and submitted to the Texas Commission on Environmental Quality (TCEQ) notifying the agency of the PROJECT and requesting notification if plans and specifications are required to be submitted. If required by TCEQ, the ENGINEER will submit the required documents to TCEQ for review.
28. The ENGINEER will address final OWNER review comments and prepare

project for bidding.

IV. **BIDDING PHASE:**

1. The ENGINEER will assist the OWNER in the advertisement of the PROJECT for bid. The OWNER shall bear the cost of advertisement. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The ENGINEER shall be responsible for dispersing all plans and specifications from its office to prospective bidders.
2. The ENGINEER will assist the OWNER in conducting a Pre-Bid Conference.
3. The ENGINEER will prepare and distribute Addenda to Bid Documents as necessary.
4. The ENGINEER will assist the OWNER in the opening and tabulation of the construction bids for the PROJECT and recommend to the OWNER as to the proper action on all proposals received.
5. The ENGINEER will check references for the lowest and second lowest bidders and prepare a Letter of Recommendation of Award.
6. The ENGINEER will assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.

V. **CONSTRUCTION PHASE:**

1. The ENGINEER will represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by OWNER to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)

2. The ENGINEER will consult and advise the OWNER; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.
3. The ENGINEER will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
4. The ENGINEER will prepare or review monthly and final estimates for payments to Contractor, and furnish to the OWNER any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.
5. The ENGINEER will conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.
6. The ENGINEER will revise contract drawings, with the assistance of the OWNER's Resident PROJECT Representative to reflect available information as to how the work was constructed. The OWNER's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit a set of Record Drawings to the OWNER.

EXHIBIT C

SPECIAL ENGINEERING SERVICES FOR

Stonebridge Lift Station Replacement

The scope of work for the Special Engineering Services is more generally described as follows:

I. SURVEYING

A. Design Surveys

1. Establish survey control for the PROJECT. These control points will be established from and tied to the Texas State Plane Coordinate System (NAD '83/93 Texas North Central Zone). Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.
2. Benchmark Loop. A benchmark circuit will be established, based on NAV 88 vertical control. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.
3. Existing Underground and/or Overhead Utilities. Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within 20 feet of proposed center lines will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

B. Direct Costs

1. Printing, reproduction, plots, copies and other costs directly attributable to the project shall be reimbursed per Exhibit F: Compensation.

EXHIBIT D

ADDITIONAL ENGINEERING SERVICES

FOR

Stonebridge Lift Station Replacement

1. Additional Services, not included in the scope of work, include those that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
2. Additional Services not included in the scope of work, also include assistance to the OWNER in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal proceeding involving the PROJECT.
3. Additional Services not included in the scope of work also include route and or site changes occurring after commencement of the preliminary design phase.
4. Additional services not included in the scope of work also include right-of-way and property surveys, easement document preparation and construction staking.
5. Additional services in connection with the PROJECT, including services which are to be furnished by the OWNER and services not otherwise provided for in this Agreement will be at the following rates:

Staff Member and Resident Project Representative - Salary Cost Times Multiplier of 2.50.

Salary Cost is defined as the cost of payroll of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc., for the time directly chargeable to the PROJECT, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto.

EXHIBIT E

SERVICES TO BE PROVIDED BY THE OWNER

The OWNER will provide the following to the ENGINEER in the performance of the PROJECT upon request:

1. Provide any existing data the OWNER has on file concerning the PROJECT, if available.
2. Provide any available record drawings and maps of existing infrastructure.
3. Assist the ENGINEER, as necessary, in obtaining any required data and information from utility companies.
4. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, when required.
5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

EXHIBIT F

COMPENSATION

I. COMPENSATION

The applicable fees for Basic and Special Engineering Services shall remain in effect through the year 2016. Thereafter, the fees for services not completed will be subject to a 5% increase for each year after 2016.

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for Basic Engineering Services and additionally for Special Engineering Services that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

"Salary Cost" used herein is defined as the cost of salaries of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc. for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, bonuses, vacation, and holiday pay applicable thereto.

- A. Compensation for the Basic Engineering Services (Design, Bidding, and Construction phases) shall be a lump sum fee of \$ 62,300.00, inclusive of Direct Expenses.

Payment for the Design phase portion of the Basic Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for the Bidding phase portion of the Basic Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for the Construction phase of the Basic Service shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates. Upon completion of all

If there is a scope change, the ENGINEER shall notify the OWNER as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the cost budget, fee schedule, and total budget will be adjusted accordingly.

OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the cost budget. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the OWNER has notified the ENGINEER in writing that the total budget for Engineering services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for engineering services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the OWNER if the ENGINEER is authorized to perform any Additional Service(s).

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the OWNER prior to submission of the first monthly invoice. Once approved, the OWNER agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services" and Exhibit C: "Special Engineering Services").

B. Upon completion of services enumerated in Exhibit B: "Scope of Engineering Services", the final payment of any balance will be due upon receipt of the final invoice.

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley – City Manager
FROM: Brad Griggs – Assistant City Manager
DATE: August 21, 2015
SUBJECT: La Terra Studio Contract Amendment

For the past several months, the staff has been working with La Terra Studio representatives to settle a dispute regarding pre-construction services. La Terra Studio is the design firm selected to complete the design and construction documents for the downtown project. We originally contracted with La Terra prior to the project being approved by the voters so that conceptual drawings and cost estimates could be generated. At the heart of the matter is an outstanding invoice in the amount of \$34,077.25.

Mary Smith, Frank Garza and Kris Brown from La Terra met a few weeks ago and discussed the item in detail. Although both parties believe that there was a clear understanding of what was to be paid, the contract language is ambiguous and leaves room in either side of the disagreement for interpretation.

I contacted Michael Black with La Terra and attempted to reach a compromise in the dispute. During those conversations, I was informed that La Terra's contract was expected to be complete in August of this year and the project is expected to not be finished until January of 2016 which is an additional five months of project supervision. The time for the construction overrun is primarily due to the heavy and constant rains that we experienced in the early Spring. La Terra's cost for the monthly project oversight is \$3,300 a month which calculates to an additional \$16,500 of work that they will be requesting compensation.

I offered and Michael accepted, that contingent of City Council approval, we would split the amount of the original discrepancy, \$34,077.25 and pay him 50% of that amount and amend the agreement to pay for the additional five months of project supervision. This action will result in a change order to the contract with La Terra Studio's contract in the amount of \$33,538.

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: September 3, 2015

SUBJECT: Memorandum of Understanding for North Texas Municipal Water District

The North Texas Municipal Water District (NTMWD) is requesting its Member Cities to execute a Memorandum of Understanding regarding a development of a Regional Capacity, Management, Operation and Maintenance (CMOM) Program. The CMOM term is used to describe the detailed system of operations and maintenance of a wastewater collection system. The Environmental Protection Agency (EPA) has an interest in all of the NTMWD Member Cities participating in such activities.

In January of 2014, NTMWD received a wastewater system compliance inspection that was performed by representatives of the EPA from the Washington D.C. office. The inspection evaluated the District's compliance with its wastewater operating permit related to the Clean Water Act. All areas of the wastewater operations were inspected to assure elimination of potential sewer overflows. Upon completion of their inspection, the EPA then inspected all Member Cities sending effluent to a NTMWD wastewater treatment facility. The City of Rockwall was inspected on March 5, 2015 and findings were received from EPA on August 5, 2015. Staff will brief City Council on their findings in a future City Council meeting.

In a meeting held between NTMWD and EPA on June 6, 2015, the EPA indicated that all Member City inspections were complete. They will start the process of working with NTMWD and Member Cities to work towards corrective actions. Per the meeting, EPA believes the findings are serious enough that some form of enforcement action is warranted. It is desirable for NTMWD and the Member Cities to receive the lowest level of enforcement action by the EPA. NTMWD and the Member Cities believe that to achieve this lowest level of enforcement action, it will require everyone working together showing a good faith effort towards the completion of the Regional CMOM program.

Staff requests City Council authorization for the City Manager to sign the attached Memorandum of Understanding with NTMWD regarding the development of a Regional Capacity, Management, Operations and Maintenance Program.

TMT:em

Attachments

Cc:

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

file

NORTH TEXAS MUNICIPAL WATER DISTRICT

MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM

WHEREAS, the City of Allen, the City of Forney, the City of Frisco, the City of Heath, the City of McKinney, the City of Mesquite, the City of Plano, the City of Princeton, the Town of Prosper, the City of Richardson, the City of Rockwall and the City of Seagoville, (individually and collectively the “Communities”), have entered into various contracts (the “Contracts”) for the collection, conveyance, and treatment of wastewater from their various systems (the “Systems”); and

WHEREAS, the Contracts do not include explicit provisions related to maintenance, management, and operation of the Systems; and

WHEREAS, each entity has its own unique collection system and appropriations approval by their respective governing body, the program will be implemented consistent with the needs and appropriated funding of each entity; and

WHEREAS, North Texas Municipal Water District (“NTMWD”) and the Communities have a goal to improve wastewater collection capacity, management, operations, and maintenance programs of the Systems; and

NOW THEREFORE, NTMWD and the Communities agree to the following:

NTMWD and the Communities shall work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program related to the following aspects of NTMWD’s and Communities’ practices, assets, and programs.

- a. Emergency response and mitigation plan,
- b. Collection system cleaning program,
- c. Comprehensive Fats, Roots, Oil, and Grease (FROG) program,
- d. Condition assessment: Force mains, lift stations, manholes, gravity sewers, and service laterals,
- e. Hydraulic modeling capacity assessment,
- f. Formalized operation and maintenance (“O&M”) training program including standard operating procedures and classroom training,
- g. Point of entry and flow metering program,
- h. Maintenance management system, and
- i. Framework for identification and implementation of NTMWD and Community capital project needs resulting from condition and capacity assessments.

This Memorandum of Understanding will be effective the date of the last signature with an awareness all Communities may not participate.

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM
PAGE 2

AGREED:

Thomas W. Kula
Executive Director, NTMWD

Date

Peter H. Vargas
City Manager, City of Allen

Date

Brian Brooks
City Manager, City of Forney

Date

George Purefoy
City Manager, City of Frisco

Date

Ed Thatcher
City Manager, City of Heath

Date

Tom Muehlenbeck
Interim City Manager, City of McKinney

Date

Ted Barron
City Manager, City of Mesquite

Date

MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM
PAGE 3

Bruce D. Glasscock
City Manager, City of Plano

Date

Derek F. Borg
City Manager, City of Princeton

Date

Harlan Jefferson
Town Manager, Town of Prosper

Date

Dan Johnson
City Manager, City of Richardson

Date

Rick Crowley
City Manager, City of Rockwall

Date

Pat Stallings
Acting City Manager, City of Seagoville

Date



FAQ: Regional CMOM Program Development

Introduction/Overview

The U.S. Environmental Protection Agency has inspected North Texas Municipal Water District (NTMWD) and its member cities regarding a possible Clean Water Act enforcement action relating to the sewer collection system and sanitary sewer overflows. It is expected that NTMWD and its member cities will face EPA enforcement, but the extent and details of such enforcement action are unknown at present. Based upon discussions with EPA, NTMWD believes that the development of a formal CMOM program will help NTMWD and its member cities meet regulators' expectations, so that any enforcement action will implement the ongoing efforts of NTMWD and member cities (including a CMOM program), as opposed to mandating more stringent requirements.

1. What is a CMOM program?

CMOM stands for Capacity, Management, Operations, and Maintenance. It is a framework to identify and incorporate industry accepted practices to better manage, operate, and maintain collection systems, investigate collection system capacity, and respond to sanitary sewer overflows. The CMOM components are provided in greater detail in the MOU, but include such activities as cleaning, capacity evaluations, and regular maintenance, among others.

2. Why do we need to develop a Regional CMOM program?

In collaboration with the wastewater member cities, we agreed that the development of a Regional CMOM program will provide our best opportunity to determine our collective desired outcomes and work toward incorporating those desired outcomes into our ongoing dialogue with EPA.

As noted above, the Environmental Protection Agency (EPA) has conducted inspections of NTMWD and Regional Wastewater System member cities. NTMWD and its member cities continue to demonstrate compliance with applicable EPA and TCEQ requirements, and the development of a formalized CMOM program will support that effort, so as to show regulators a consistent record of compliance and proactive management. Although discussions with EPA are ongoing, the development of a formal CMOM program is important to meet regulators' expectations. They have indicated there will be an enforcement action and their expectation of NTMWD and cities is full CMOM compliance. They utilize the CMOM framework to shift collection system practices from reactive to preventive and predictive.

3. What if our City elects not to participate?

The District and remaining cities will continue in the development of the Regional CMOM program. However, in the context of enforcement, EPA is likely to seek more stringent CMOM-related requirements for cities without CMOM participation. Accordingly, if a City elects to not participate, their ability to influence the CMOM requirements in any enforcement action will be reduced significantly.

4. Why do we need to execute a memorandum of understanding (MOU)?

The MOU will demonstrate to peer Cities, NTMWD, and to EPA that we are working collaboratively to develop a regional plan to properly manage, operate, and maintain our collection systems.

5. When does NTMWD want to receive the executed MOU back?

We are targeting all MOUs to be executed and returned by September 16th. Please execute and return an original to: Jenna Covington, NTMWD; and a scanned copy via e-mail (jcovington@ntmwd.com). The final executed version will have duplicate pages with unique signatures. For example, there will be seven copies of page two included in the final document.

6. Which cities are invited to participate in the MOU and Regional CMOM program development?

The cities include: Allen, Forney, Frisco, Heath, McKinney, Mesquite, Plano, Princeton, Prosper, Richardson, Rockwall, and Seagoville. EPA has conducted inspections of each of these cities.

7. What does this MOU commit us to?

The MOU indicates the cities and NTMWD will work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program.

8. When will Regional CMOM program become effective?

The effective date has not yet been established, although NTMWD expects to begin developing the regional CMOM with cities in agreement starting this fall.

9. Does EPA support the development of the Regional CMOM program?

At NTMWD's most recent discussions with EPA, the EPA supported the concept of a Regional CMOM program. By working together to develop the Regional CMOM program, we can have the best opportunity to influence outcomes consistent with the vision of NTMWD and cities, rather than a top-down approach from outside.

10. Will all the cities and District have to agree on how we manage our collection systems?

The intent is for the Regional CMOM program to provide the baseline standard. Some cities may elect to exceed the requirements of the program. The intent is also to develop the program in a manner that may be easily adopted by cities if they so choose without the need to develop their own program and incorporate the requirements of the Regional program.

11. What will the Regional CMOM program provide to us?

The Regional CMOM program will provide written and clearly defined baseline expectations for proactive management of your collection system and the baseline expectations will be common across participating Cities.

12. We already participate in the Texas Commission on Environmental Quality (TCEQ) Sanitary Sewer Overflow Initiative (SSOI), how will this impact our current agreement?

It is anticipated that the requirements of the SSOI will continue, barring any EPA enforcement. The District will coordinate with TCEQ to clarify the status of SSOI agreements.

13. How will implementation of the Regional CMOM program help the Cities and region?

Ultimately, we all desire the same outcomes. Protect public health and the environment, sustain economic development, be compliant with regulatory requirements, meet or exceed the needs of the public we serve, and proactively manage our infrastructure. Execution of the Regional CMOM program will assist us in meeting those goals.

14. Is EPA looking at other cities and utilities?

Yes, the EPA has a national enforcement initiative to assess all sanitary sewer systems who produce more than 10-million gallons per day of wastewater by end of FY 2016. EPA Region 6 has indicated we are one of the last systems to be evaluated as part of the national enforcement initiative. At the time their website was updated, there were 1103 systems identified and 888 had been addressed, 92 had enforcement actions initiated, and 128 were outstanding (<http://www2.epa.gov/enforcement/national-enforcement-initiative-keeping-raw-sewage-and-contaminated-stormwater-out-our>).

15. What resources are available for us to better understand CMOM programs?

There are a number of resources available to assist you all in learning more about EPA enforcement, CMOM programs, etc. We have posted those documents and links in the Member and Customer City portal on our website.

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Brad Griggs, Assistant City Manager

FROM: Andy Hesser, Parks and Recreation Manager

DATE: September 2, 2015

SUBJECT: TPWD GRANT RESOLUTION AND APPLICATION

As discussed at the Council budget work session, we have an opportunity to submit an application for assistance to the Texas Parks and Wildlife Department (TPWD) Boating Access Grant program for improvements to the SH 66 Public Boat Ramp.

This is a matching grant where TPWD 75% percent of the funding and the City would provide 25%. The deadline for the application is October 1, 2015.

The scope of the project includes additional parking, an additional ramp, additional courtesy docking locations, security lighting and potential dredging if needed. The estimated cost of the project would not exceed \$625,000. TPWD's portion would be \$500,000 and the City's match would be \$125,000. The funding source proposed is from general fund reserves, contingent on Council approval and award of the grant funds.

Staff requests that Council consider authorizing the City Manager to contract with MHS Planning and Design to prepare the concept plan and application for assistance to the TPWD grant program for matching funds for improvements to the SH 66 Boat Ramp. MHS has proposed a cost of \$9,000 plus expenses to prepare the grant application and concept plan.

TPWD requires a resolution from the governing body from the applicant that certifies that funds are available for the matching portion of the project and the dedication of the site is for a permanent recreational boating access and uses. A copy of the resolution is attached for Council's consideration.

recreational

**CITY OF ROCKWALL
RESOLUTION NO. 15-25**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AFFIRMING APPLICATION FOR GRANT FUNDING THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR CONSTRUCTION OF A BOATING ACCESS FACILITY ON LAKE RAY HUBBARD NEAR SH-66 AND N. LAKESHORE DRIVE; PROVIDING FOR APPROPRIATIONS AND MATCHING FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rockwall, Texas (hereinafter the "Sponsor"), is desirous of providing for the construction of a boating access facility on Lake Ray Hubbard at a location near SH-66 and N. Lakeshore Drive; and

WHEREAS, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Section 11.033 and 31.141 of the Parks & Wildlife Code, would provide funding for such construction, and;

WHEREAS, construction of such a facility would be of benefit to the citizens of the City of Rockwall, Rockwall County as well as transient recreational boaters from the State and other states:

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

Section 1. the Rockwall City Council, in meeting this 8th day of September, 2015, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished; and

Section 2. the undersigned is herewith authorized to sign any or all documents pertaining to the construction; and

Section 3. the Sponsor has matching funds available; and

Section 4. the Sponsor will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners for the life of the facility (minimum 25 years); and

Section 5. said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE 8th DAY OF September, 2015.

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: August 27, 2015

SUBJECT: East Boydston Avenue Reconstruction Project

East Boydston Avenue is currently an existing 37' wide curb and gutter roadway approximately 1,800 linear feet from South Goliad St. to Clark Street. East Boydston Avenue is one of four Roadway Capital Improvement Projects passed in the 2012 Bond Election. East Boydston Avenue will be reconstructed to a 41' concrete curb and gutter roadway with a 5-foot concrete sidewalk on each side. The reconstruction will also include re-configuring of the Goliad intersection to enhance the northbound to eastbound turning movement. Additional improvements for the project will include improved storm sewer capacity along with the replacement of the existing sanitary sewer and water lines.

Staff requested a proposal from EJES, Inc. to provide the engineering design and specifications for this project. The preliminary cost estimate to reconstruct East Boydston Avenue is \$2,248,210.51 with an engineering fee of \$440,228.80. Funding will be provided by the sale of bonds approved by the voters in the 2012 Bond Election. Staff recommends City Council consideration to approve a professional services contract for EJES, Inc. to perform the engineering design services and specifications for the East Boydston Avenue Reconstruction Project from South Goliad St. to Clark Street in an amount not to exceed \$440,228.80.

If you have any questions, please advise.

TMT:tt

Attachments

Cc:

Amy Williams, Assistant City Engineer
Jeremy White, Civil Engineer
File

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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 EJES, Incorporated, ("ENGINEER"), located at 12655 N. Central Expressway, Suite 500, Dallas, Texas, 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 the Boydston Street Reconstruction.

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 annual amount not to exceed 440,228.80 dollars and billed as an hourly basis per rates provided in Attachment "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
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 General aggregate limit

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

\$1,000,000 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). 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

Tim Tumulty, City Engineer
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

ENGINEER

EJES, Incorporated
Paul E. Williams, PE, Vice President of Transportation
12655 N. Central Expressway, Suite 500
Dallas, Tx 785243

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Attorney's Fees

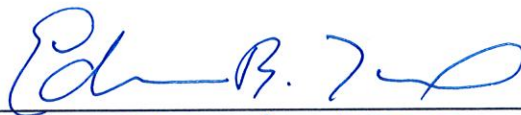
If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this Contract, the non-breaching or non-negligent 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.

20. 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 27th day of August 2015.

By: _____



Name: EDWIN B. JONES

Title: PRESIDENT

EXECUTED in triplicate originals on this ____ day of _____ 201 .

ATTEST:

City of Rockwall, Texas

Richard Crowley
City Manager

ATTACHMENT “A”

Scope of Services

1. **Project** Boydston Street Reconstruction – S. Goliad Street (SH 205) to Clark Street
Existing Boydston Street within the project limit is a 37' wide roadway section from back to back of curbs and consists of 24" curb and gutters and asphalt pavement. There are continuous 3' wide sidewalks on the north side with intermittent 3' sidewalk on the south side. There are brick pavers at two intersections between Boydston Street and S Fannin Street and Clark Street. Boydston Street lies within 60' right of way.
2. **General Scope of Services**
The scope of services for this project includes re-constructing Boydston Street, from Goliad Street to Clark Street. It is anticipated that the minor collector will be upgraded to a 41' wide roadway section from back to back of curbs and consist of reinforced concrete pavement (pavement design based on geotechnical recommendation and traffic study) and will include specialty pavement (pavers), concrete sidewalk, inlets, storm sewers, signing, signals, and pavement marking upgrades, water and wastewater reconstruction. The reconstruction will also include re-configuring of the Goliad intersection to enhance the northbound to eastbound turning movement.
3. **Services to Be Provided by the City**
The City of Rockwall will provide EJES with the following:
 - 3.1. All available as-builts pertinent to the project.
 - 3.2. Copies of preferred City Details, Standards, and sample plans to be used.
 - 3.3. Developing construction contract documents including front end contract documents such as City Standard Construction Contract Forms, Notice to Bidders, Performance Bond, Payment Bond, etc.
 - 3.4. Advertising project (See 4.3).
 - 3.5. Prompt Review of Deliverables.
4. **Services to Be Provided by EJES, Inc.**
 - 4.1. **Coordination & Data Gathering Phase**
This phase consists of coordination with City staff and stake holders and the gathering of necessary data including survey, as-built, geotechnical and constraints identification in order to establish the basis of design for this project.
 - 4.1.1. **City Staff and Stake Holder Coordination:** Upon receipt of Notice to Proceed, EJES will arrange for a kick-off meeting between City staff and EJES staff along with its sub-consulting staff. The purpose of the meeting is to introduce consultants' staff to the City staff, to establish communication protocol and to review project scope and the City's expectation. In addition, EJES will coordinate with affected franchise utility companies throughout design phase to avoid or minimize utility conflicts and any conflicts will be resolved before the start of construction of this project.
 - 4.1.2. **Existing Data Collection and Site Reconnaissance:** EJES staff will collect existing data including as-builts of various disciplines including roadway, storm sewer, water and wastewater, etc. For drainage, digital contour information and aerials will be provided either by the City of Rockwall and/ or from the North Central Texas Council of Governments (NCTCOG) in order to determine the drainage area of the watershed. Throughout various design phases, EJES will conduct field visits to verify as-built and survey data against actual field conditions to ensure data accuracy.
 - 4.1.3. **Topographic Survey, SUE & Parcel Maps:** EJES and its sub-consultant will conduct topographic survey, SUE and prepare parcel maps for design and right of way acquisition, if needed, of this project in accordance with any available City's survey

requirements and in accordance with acceptable survey practices in the State of Texas. Refer to the attached Survey Scope for more details.

- 4.1.4. **Traffic Counts/Study:** Traffic counts and traffic study will be conducted and a report will be prepared for recommendation and design for the reconfiguration of turning movements at Boystun Street and SH 205 intersection. Referred to attached Traffic Study Scope for more details.
- 4.1.5. **Geotechnical:** Geotechnical investigation will be conducted and a report for geotechnical findings and pavement design recommendation will be prepared for the City. Refer to the attached Geotechnical Study and Pavement Design Scope for more details.
- 4.1.6. **Basis of Design:** EJES will develop design criteria to be used as a basis of design specific for this project based on the City standards and design manuals. This document will be submitted to the City for review and approval before proceeding to design phase.

4.2. **Design Phase**

The design and development of plans, specifications and estimates (PS&E) for this project in this phase will consist of the following submittals and milestones: 30%, 60%, 90% and 100%.

4.2.1. **30% PS&E Submittal**

EJES will design and prepare the following plans and documents as part of 30% PS&E submittal package:

- 4.2.1.1. **Title Sheet:** Will be prepared per City of Rockwall standards or other standards as suggested and approved by the City.
- 4.2.1.2. **Typical Sections:** EJES will develop proposed typical sections to incorporate design elements such as number of travel lanes and lane widths, curb or curb and gutter and sidewalks and sidewalk width within available right of way. Pavement structures will be based on geotechnical and pavement design report.
- 4.2.1.3. **Removal Plans:** Limits and features of roadway to be removed will be clearly identified to provide sufficient opportunity for City staff to review and provide inputs.
- 4.2.1.4. **Plan and Profile:** EJES will also layout proposed design elements as mentioned on typical sections above and driveways on plan view. EJES will also analyze existing roadway profile to ensure the profile will provide a balance among competing elements of serving longitudinal traffic and drainage and turning traffic movements to side streets and driveways. If necessary, the profile will be modified or redesigned to meet the objective while complying with the design criteria.
- 4.2.1.5. **Cross Sections:** Cross sections will be generated at every 25' increment and at every driveway. Proposed driveway profiles will be designed and shown on cross sections to ensure they provide safe ingress/egress while meeting the approved design criteria.
- 4.2.1.6. **Drainage Analysis:** The drainage analysis will include evaluation of the following:
 - The existing enclosed storm sewer system within the limits of Boystun Street from S. Goliad Street (SH 205) to Clark Street
 - Culvert system located on Boystun Street just east Clark Street. The triple parallel pipe system is located within the FEMA Zone A regulated stream South Prong Squabble Creek.

4.2.1.6.1 **Existing Enclosed Storm Sewer System along Boystun Street from S. Goliad Street (SH 205) to Clark Street**

Task will include the following:

- Perform data collection and field reconnaissance to evaluate the existing conditions of the project site, upstream, and downstream areas. This includes As-Built plans, environmental documents, drainage reports, and drainage easements.
- Coordinate with the Floodplain Manager and other applicable agencies to determine historical flooding issues (if any) that occur near or adjacent to the project site.
- A drainage area map and delineations will be developed
- Hydrologic analysis will be evaluated whether the existing storm sewer system meets the current City design criteria and regulations. The design frequency will be for the 100 year full watershed development storm event. EJES will verify that one lane of traffic is open during the 100 year storm event. (The 100 year event is based on the City of Rockwall Standard of Design and Construction dated August 2003 on page 15 Drainage, E. Permissible Spread)
- Hydraulic analysis will be computed to evaluate whether the existing storm sewer system meets the current City design criteria and regulations.
- Preliminary drainage plan/ profiles sheets
- A drainage report will be provided to the City to include the computation of the hydrologic and hydraulic analysis, recommendation for drainage improvement and preliminary layouts of the recommended measure will be prepared.

4.2.1.6.2 **Culvert system located under Boystun Street just east Clark Street**

The existing culvert system includes a triple parallel pipe system located within the FEMA Zone A regulated stream South Prong Squabble Creek.

Task will include the following:

- A Drainage Report will be composed containing a hydrologic analysis using the latest version of HEC-HMS and a steady flow hydraulic analysis will be performed using the latest version of HEC-RAS. The report shall explain the methodology and document the engineering judgments used to develop the hydrologic and hydraulic models. The report shall provide results, exhibits, tables, and backup data related to the analysis. The report shall include a section summarizing the Scour Analysis methodology and results (as applicable). The Engineer shall submit all hydrologic calculations and hydraulic models to the City for review prior to proceeding with the design or the preliminary drainage report. The final report shall be signed, sealed, and dated by a registered/licensed engineer in the State of Texas and shall include the final hydrologic and hydraulic models in a format similar to the example provided by the City. A copy of the final report shall be provided to the local Floodplain Administrator and shall include the hydraulic analysis information, results, and mapping necessary for them to include in a submittal to FEMA should they so choose. The report shall not include the completion of the forms required for a FEMA submittal. The Engineer shall:
 - Perform data collection and field reconnaissance to evaluate the existing conditions of the project site, upstream,

and downstream areas. This includes As-Built plans, environmental documents, drainage reports, and drainage easements.

- Hydrologic analysis will be evaluated whether the existing storm sewer system meets the current City design criteria and regulations. The design frequency will be for the 100 year full watershed development storm event. EJES will compute the 100 year storm event to verify that one lane of traffic is open during this storm event.
- Prepare a Pre-Project hydraulic model created from survey data. Include any additional cross sections, updated topographic information, survey data, aerial photographs, and any man-made physical changes to the floodplain as necessary. The Pre-Project hydraulic model shall serve as the basis of comparison for determining adverse impacts.
- Prepare Proposed Condition hydraulic models, as necessary.
- Perform a Proposed Condition hydraulic model analysis. The analysis shall be an iterative evaluation process comparing Proposed Condition hydraulic models against the Pre-Project hydraulic model. The comparisons shall consider the fully developed 100-year peak discharges and water surface elevation results. Evaluate upstream and downstream adverse impacts and make adjustments to the proposed configuration as necessary in order to meet the City and FEMA design criteria. For the purposes of a FEMA Zone A analysis, impacts to structures upstream or downstream of the crossing are considered adverse.
- Impact analysis will be performed on the culvert outfalls and channel both upstream and downstream.
- Preliminary recommendations will be provided to state any drainage improvements.

4.2.1.7. **Water and Wastewater Plans:** Preliminary plans consisting of layouts (plan view, no profile views) of proposed water and wastewater lines will be developed and submitted as part of 30% PS&E.

4.2.1.8. **Construction Cost Estimate:** A cost estimate will be submitted in Excel and .pdf format at the schematic, preliminary design and final design phase. Cost of ROW acquisition will not be included.

4.2.1.9. **QA/QC Markups:** A copy of internal QA/QC markup set will be submitted to the City.

4.2.2. **60% PS&E Submittal**

4.2.2.1. Address 30% PS&E Review Comments and advance plans to 60% PS&E submittal.

4.2.2.2. **General Notes Sheets:** General notes will be developed and plan sheets will be generated to include in the PS&E package.

4.2.2.3. **Horizontal and Vertical Alignment Data sheets:** Plan sheets for horizontal and vertical alignment data will be developed and included in the PS&E package.

4.2.2.4. **Traffic Control Plans:** EJES will develop a suggested construction sequence and prepare traffic control plans for the construction of the project. If any detour plan is required, EJES will prepare a detour plan to be approved by

the City of Rockwall. It is anticipated that a two phase, one-lane/two way traffic control plan will be utilized during construction. It is also anticipated that the Contractor, in coordination with TxDOT, will be providing all temporary signals associated with any traffic control at the Goliad intersection.

4.2.2.5. **Traffic Signals, Signing and Striping:** Signal design and plans will be provided at the Goliad intersection, per TxDOT and/or City of Rockwall standards. Signing and striping plans will be developed to show all the permanent signing and striping for the project limits. Temporary striping will be shown in the Traffic Control plans. The City of Rockwall will provide the details for any permanent traffic signs or street names.

4.2.2.6. **Drainage Design:** Once the City approves drainage analysis and recommendation as outlined in 4.2.1.6., above, EJES will design and prepare profiles and include any necessary details. The plan submittals will include the following:

- Drainage Area Map Sheet
- Drainage Calculations Sheet
- Plan and Profile Sheets
- Preliminary Drainage Report (This will include the final recommended design)

4.2.2.7. **Water/Waste Water:** EJES will prepare plans and profiles for replacing/upgrading water and waste water lines per the City's requirements. Alternative construction methods for the utilities (i.e. pipe bursting) will be analyzed. All water lines within the project limits will be replaced per the most updated City Master Plan. Waste water lines will be designed to allow the elimination of the lift station at the intersection of Boydston Street and Throckmorton Street. Sub-surface Utility Investigation will be recommended to be carried out as needed to determine the current conditions of the existing utility lines.

4.2.2.8. **TDLR Submittal:** If pedestrian and sidewalk requires TDLR submittal, EJES will coordinate and submit plans to TDLR for review and approval.

4.2.2.9. Update Construction Cost Estimate.

4.2.2.10. **Plans-In-Hand:** EJES will schedule a plans-in-hand with the City's staff to conduct field walk. The purpose of the walk is allow an opportunity for the City and EJES staff to check and verify that all removals have been correctly identified and proposed design elements will work with field conditions.

4.2.2.11. **QA/QC Markups:** A copy of internal QA/QC markup set will be submitted to the City.

4.2.3. **90% PS&E Submittal**

4.2.3.1. Address 60% PS&E Review Comments and advance plans to 90% PS&E submittal.

4.2.3.2. **Technical Specifications:** EJES will compile all applicable specifications per the latest Standard Specifications for Public Works Construction, North Central Texas Council of Governments and provide it to the City for incorporation into proposal package.

4.2.3.3. **SW3P:** Erosion control plans will be developed and included in the plan. An SW3P report will also be submitted to the City.

4.2.3.4. Update Construction Cost Estimate.

4.2.3.5. **QA/QC Markups:** A copy of internal QA/QC markup set will be submitted to the City.

4.2.4. **100% PS&E Submittal**

4.2.4.1. Address 90% PS&E Review Comments and sign and seal final plans.

4.2.4.2. Update Construction Cost Estimate.

- 4.2.4.3. **QA/QC Markups:** A copy of internal QA/QC markup set will be submitted to the City.

4.3. Bidding Phase

- 4.3.1. The City will be responsible for advertising project. Plans and specs will be made available at EJES'S office. EJES is to post the project to CivCast or other bid document distribution website. EJES will assist the City in the following:
- 4.3.2. Respond to contractor questions and provide design clarification.
- 4.3.3. Attend pre-bid conference.
- 4.3.4. Assist the City with production of addenda items.
- 4.3.5. Tabulating bids.
- 4.3.6. Check references and the qualifications for low bidder and write letter of recommendation.

4.4. Construction Phase

EJES will assist the City in the following:

- 4.4.1. **Attend Pre-construction Meeting.**
- 4.4.2. **Request for Information (RFI):** EJES shall answer all requests for information (RFIs) from the Contractor, revise plan sheets as necessary and provide additional details, as necessary, to facilitate construction.
- 4.4.3. **Shop Drawing Review:** EJES shall review shop drawings submitted by the contractor.
- 4.4.4. **As-built drawing:** EJES shall prepare as-built plans.
- 4.4.5. **Project Close-out:** EJES shall conduct project close-out including punch list.

5. Schedule

5.1. Coordination & Data Gathering Phase*

- 5.1.1. Kick-off meeting: 1 Week
- 5.1.2. Survey: 6 Weeks

5.2. Design Phase*

*Note: Time not included City's review time.

- 5.2.1. 30% Submittal: 10 Weeks
- 5.2.2. 60% Submittal: 10 Weeks
- 5.2.3. 90% Submittal: 8 Weeks
- 5.2.4. 100% Submittal: 4 Weeks

5.3. Construction Phase

- 5.3.1. Advertise/Bid Phase: Per City's process
- 5.3.2. Construction Phase: 6 Months

6. Plan Preparation & Submittal Requirements

6.1. All drawing base files and sheets will be submitted to the City in AutoCAD format.

6.2. All submittal: All submittal shall be in hard copies, two (2) 36" x 24" plan sets.

6.3. Drawing paper size and scales:

- | | |
|---------------------------------|-----------------------|
| -Plans will be printed on: | 36" x 24" paper |
| -Scale: Roadway Plan & Profile: | 1" = 20' H, 1" = 5' V |
| Water & Waste Water Plans: | 1" = 20' H, 1" = 5' V |
| Drainage Plan & Profile: | 1" = 20' H, 1" = 5' V |
| Cross Sections Sheets: | 1" = 10' H, 1" = 5' V |
| SW3P Plan Sheets: | 1" = 40' |
| Striping & Signing Sheets: | 1" = 40' |

7. Special Services**7.1. Survey****7.2. SUE****7.3. Geotechnical****7.4. Traffic Study****7.5. Existing culvert crossing located on Clark Street just north of Boystun Street**

The existing culvert system includes a triple parallel box culvert system located within the FEMA Zone A regulated stream South Prong Squabble Creek Tributary 7.

Task will include the following:

- A Drainage Report will be composed containing a hydrologic analysis using the latest version of HEC-HMS and a steady flow hydraulic analysis will be performed using the latest version of HEC-RAS. The report shall explain the methodology and document the engineering judgments used to develop the hydrologic and hydraulic models. The report shall provide results, exhibits, tables, and backup data related to the analysis. The report shall include a section summarizing the Scour Analysis methodology and results (as applicable). The Engineer shall submit all hydrologic calculations and hydraulic models to the City for review prior to proceeding with the design or the preliminary drainage report. The final report shall be signed, sealed, and dated by a registered/licensed engineer in the State of Texas and shall include the final hydrologic and hydraulic models in a format similar to the example provided by the State. A copy of the final report shall be provided to the local Floodplain Administrator and shall include the hydraulic analysis information, results, and mapping necessary for them to include in a submittal to FEMA should they so choose. The report shall not include the completion of the forms required for a FEMA submittal. The Engineer shall:
 - Perform data collection and field reconnaissance to evaluate the existing conditions of the project site, upstream, and downstream areas. This includes As-Built plans, environmental documents, drainage reports, and drainage easements. Hydrologic analysis will be evaluated whether the existing storm sewer system meets the current City design criteria and regulations. The design frequency will be for the 100 year full watershed development storm event. EJES will compute the 100 year storm event to verify that one lane of traffic is open during this storm event (The 100 year event is based on the City of Rockwall Standard of Design and Construction dated August 2003 on page 15 Drainage, E. Permissible Spread)
 - .
 - Prepare a Pre-Project hydraulic model created from survey data. Include any additional cross sections, updated topographic information, survey data, aerial photographs, and any man-made physical changes to the floodplain as necessary. The Pre-Project hydraulic model shall serve as the basis of comparison for determining adverse impacts.
 - Prepare Proposed Condition hydraulic models, as necessary.
 - Perform a Proposed Condition hydraulic model analysis. The analysis shall be an iterative evaluation process comparing Proposed Condition hydraulic models against the Pre-Project hydraulic model. The comparisons shall consider the City's design year and 100-year peak discharges and water surface elevation results. Evaluate upstream and downstream adverse impacts and make adjustments to the proposed configuration as necessary in order to meet the City and FEMA design criteria. For the purposes of a FEMA Zone A analysis, impacts to structures upstream or downstream of the crossing are considered adverse.

- Impact analysis will be performed on the culvert outfalls and channel both upstream and downstream.
- Preliminary recommendations will be provided to state any drainage improvements.

8. Additional Services

8.1. Right of Way Acquisition

8.2. CLOMR permitting is not included with the scope of work

ATTACHMENT "B"

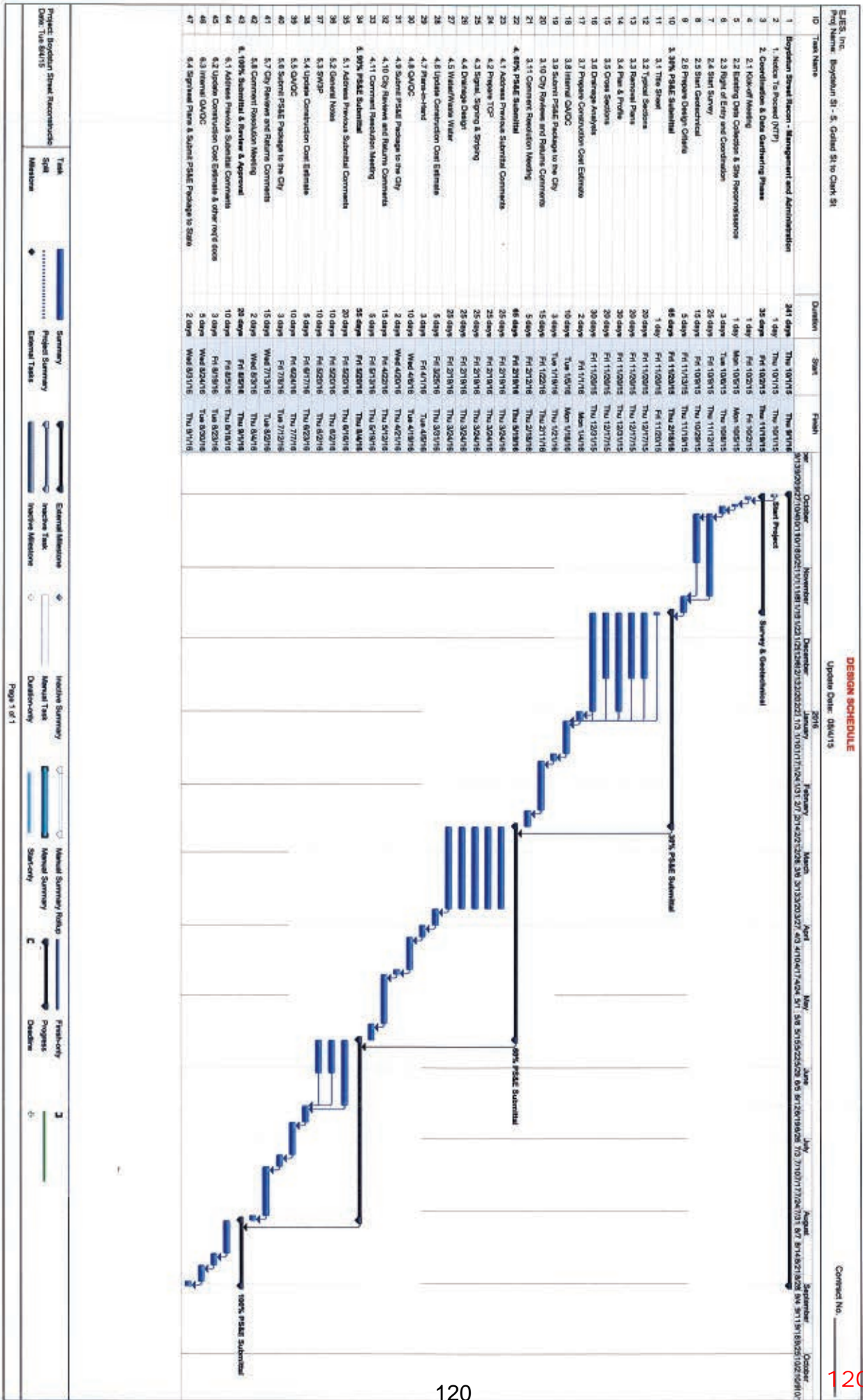
Compensation

*Boystun Street Reconstruction
S. Goliad Street (SH 205) to Clark Street
Rockwall, Texas*

Prepared By: EJES, Inc.

Date: 8/28/2015

ID	SERVICE DESCRIPTION	Fee
1.	BASIC DESIGN SERVICE	\$281,761.25
1.1.	Roadway Design (ATTACHMENT B, Tasks 1 thru 5)	\$164,329.52
1.2.	Drainage Design (ATTACHMENT B, Tasks 2 thru 5)	\$54,598.59
1.3.	Water and Wastewater (ATTACHMENT B, Tasks 2 thru 5)	\$62,833.14
2.	BID PHASE SERVICE (ATTACHMENT B, Task 6)	\$6,976.53
3.	CONSTRUCTION SERVICE (ATTACHMENT B, Task 7)	\$25,087.32
4.	SPECIAL SERVICES	\$121,403.70
4.1.	Field Survey (ATTACHMENT B)	\$53,930.10
4.2.	SUE Level A (Est. 4 Potholes @ an average of \$2,000 Each)(ATTACHMENT B)	\$8,400.00
4.3.	SUE Level B (Est. 4,000 LF @ \$1.55/LF) (ATTACHMENT B)	\$6,510.00
4.4.	Prepare Individual Parcel Maps (Est. 4 @ \$1500 Each) (ATTACHMENT B)	\$6,300.00
4.5.	Geotechnical Service (ATTACHMENT B)	\$14,473.20
4.6.	Traffic Study (ATTACHMENT B)	\$18,375.00
4.7.	Right of Way Acquisition to be provided by the City of Rockwall	
4.8.	Existing culvert crossing located on Clark Street just north of Boystun Street	\$13,415.40
5.	DIRECT EXPENSES	\$5,000.00
5.1.	Mileage	\$1,200.00
5.2.	Printing	\$800.00
5.3.	TDLR Review Fee	\$1,500.00
5.4.	TDLR Inspection Fee	\$1,500.00
6.	GRAND TOTAL	\$440,228.80



THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: August 25, 2015

SUBJECT: County Line Road Reconstruction Project

County Line Road from Horizon Road (FM 3097) to Renee Drive is an existing 2-lane asphalt roadway with open roadside drainage ditches. The roadway segment is approximately 4,000 linear feet, and the existing right of way is variable in width with the majority being 55 to 60 feet. County Line Road is one of four Roadway Capital Improvement Projects passed in the 2012 Bond Election. County Line Road will be reconstructed to an undivided concrete curb and gutter roadway on stabilized subgrade with a 5-foot concrete sidewalk on each side. The number of travel lanes and roadway typical section will be determined by traffic counts and traffic capacity analysis performed with this project. Additional improvements for the project will include storm sewer, and potential upgrades/relocations to the water and wastewater lines.

In May of this year, a portion of County Line Road at Renee Drive adjacent to Wallace Lake was inundated with flood waters from Wallace Lake. These inundated areas are located within 100-yr ultimate developed floodplain per the City of Rockwall's Master Drainage Study. The County Line Reconstruction Project will be designed to the City of Rockwall's Current Standards of Design and Construction as well as the adopted Flood Damage Prevention Ordinance in order to raise it above the 100-yr ultimate developed floodplain.

Staff requested a proposal from Freese and Nichols, Inc. to provide the engineering design and specifications for this project. The preliminary cost estimate to reconstruct County Line Road is \$5,147,810 with an engineering fee of \$580,440.00. Funding will be provided through the sale of bonds approved by the voters in the 2012 Bond Election. Staff recommends City Council consideration to approve a professional services contract with Freese and Nichols, Inc. to perform the engineering design services and specifications for the County Line Roadway Reconstruction Project from Horizon Road (FM 3097) to Renee Drive in an amount not to exceed \$580,440.

If you have any questions, please advise.

TMT:tt

Attachments

Cc:

Amy Williams, Assistant City Engineer

Jeremy White, Civil Engineer
File

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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 Freese and Nichols, Inc.), ("ENGINEER"), located at 4055 International Plaza, Suite 200, Fort Worth, Texas, 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 County Line Road Reconstruction Project (Horizon Road to Renee Drive).

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 Basic Services will be a lump sum amount of Four Hundred Three Thousand Nine Hundred Forty-Nine Dollars (\$403,949) and the cost for Special Services is a not to exceed fee of One Hundred Seventy-Six Thousand Four Hundred Ninety-One Dollars (\$176,491) billed as an hourly basis per rates provided in Exhibit "B". Engineer is not authorized to perform any work beyond the lump sum or 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
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 General aggregate limit

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

\$1,000,000 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). 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

Tim Tumulty, City Engineer
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

ENGINEER

Kevin Johnson, Principal
Freese and Nichols, Inc.

2711 N. Haskell, Suite 3300
Dallas, Texas 75204

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Attorney's Fees

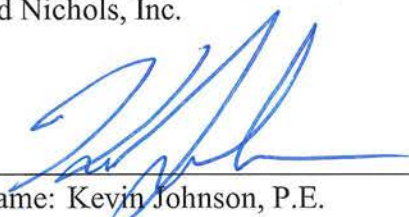
If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this Contract, the non-breaching or non-negligent 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.

20. 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 18 day of August 2015.

Freese and Nichols, Inc.

By: 
Name: Kevin Johnson, P.E.
Title: Vice-President/Principal

EXECUTED in triplicate originals on this ____ day of _____ 2015.

ATTEST:

City of Rockwall, Texas

Richard Crowley
City Manager

**Exhibit "A" – Professional Services
County Line Road Reconstruction Project (Horizon Road to Renee Drive)
For
City of Rockwall**

**Freese and Nichols, Inc. (FNI)
Scope of Services**

Project Understanding

County Line Road from Horizon Road to Renee Drive is an existing 2-lane asphalt roadway with open roadside drainage ditches. The roadway segment is approximately 4,000 linear feet, and the existing right of way is variable in width with the majority being 55 to 60 feet. The City of Rockwall desires for County Line Road to be improved to a concrete roadway on stabilized subgrade (typical section to be determined by geotechnical investigation) with the number of lanes and typical sections to be determined following traffic counts and traffic capacity analysis. The improved roadway will connect to residential areas to the north and commercial outlets on the south side. County Line Road connects with Horizon Road (FM 3097) on the west end which is a Texas Department of Transportation (TxDOT) roadway, and the intersection is controlled by a traffic signal. Coordination with TxDOT will be required to modify the traffic signal and potentially realign the intersection.

Improvements to the storm drainage system will be required, as well as, potential upgrades to/or relocations of the water and wastewater lines. There is no existing underground storm drainage system for the roadway; however, there is an open drainage channel on the north side near Horizon Road, and the east end of County Line Road is flanked by Wallace Lake. County Line Road, Renee Drive, and Nicole Drive flooded in May 2015; therefore, drainage and floodplain issues will need to be addressed along with the roadway drainage system. Existing City utilities include 12 and 6-inch water lines that will remain in service on the north side of the roadway, and a 12-inch sanitary sewer along the south side of the roadway.

Other design components will include street lighting, utility coordination, subsurface utility exploration, geotechnical evaluation, topographic and boundary surveys (which may include preparation of right of way documents and/or easements), structural design, construction sequencing and phasing, access coordination with Texas Department of Licensing and Regulation, and archeological coordination with the State Historic Preservation Office.

Basic Services

1. Conceptual Design (30%)

1.1 Project Management

1.1.1. Develop project communication plan

- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to three (3) meetings with:
- The City staff, including Public Works representatives, regarding project status and coordination issues. The first meeting will be the project kick-off meeting, and the second meeting will be the conceptual design presentation and review.

1.2 Traffic Capacity Analysis

- 1.2.1 Traffic data collected in Section 1.5 of Special Services will be analyzed and used to project the total future volume of traffic on County Line Road. This analysis will assume County Line Road will not extend east of Renee Drive in the future.
- 1.2.2 Projected traffic volumes will be analyzed to determine the number of lanes required in each direction on County Line Road and to determine the locations to begin and end the various lanes.

- 1.2.3 Existing and projected traffic data will be used to determine reconfiguration requirements for the existing traffic signal at Horizon.
- 1.3 Conceptual Plan and Graphics
 - 1.3.1 Schematic rendering of proposed County Line Road Plan
 - Provide up to two (2) alternatives for proposed cross-section of the roadway.
 - Provide up to two (2) alternatives for proposed storm drain locations
 - Preliminary analysis of up to eight (8) spot adjustments of existing water and sewer lines and six (6) manholes adjustments as needed. A spot adjustment is defined as a maximum of 300 linear feet of waterline and 500 linear feet of sewer line.
 - Submittal shall include a scroll plot in PDF format and scroll plot

2. Construction Documents – Preliminary Design (60%)

2.1. Project Management

- 2.1.1. Develop project communication plan
 - Develop project contact list
 - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to five (5) meetings with: City staff, including Public Works representatives, regarding project status and coordination issues.
 - City's traffic staff to discuss traffic signal adjustments, crosswalks, and pedestrian improvements at County Line Road intersection with Horizon Road
 - Coordinate with sub-consultants
 - Coordinate with other utilities, (electric power, cable TV, phone, gas, optic fiber, etc.)
 - Prepare and e-mail monthly progress reports to the project team (City of Rockwall and FNI Staff)
- 2.1.2 Develop project production plan
 - Document design criteria (coordinate with City staff at the project kick-off meeting)
 - Pavement design parameters
 - Horizontal and vertical alignment design criteria
 - Typical section requirements
 - Crosswalk design guidelines
 - Driveway crossing design guidelines
 - Drainage Design Criteria
 - Signal Design Criteria
 - Prepare Design Criteria Document and submit to City for reference
 - Develop project schedule and interim milestones (coordinate with City staff at the project kick-off meeting)
- 2.1.3 Project Administration
 - Prepare project correspondence and invoicing documents

2.2 Design Criteria Data Collection (City to provide hard copy and electronic format if available)

- 2.2.1 Drainage
 - City drainage manual and/or ordinances
 - Existing storm drainage facilities / record drawings
 - Existing hydrologic or hydraulic models for Little Buffalo Creek and Buffalo Creek and for the two NRCS lakes.
 - Existing and future land use data
- 2.2.2 Utilities
 - Existing water line locations / record drawings
 - Existing sanitary sewer line locations / record drawings
 - City utility relocation requirements (if applicable)

- 2.2.3 Roadway
 - City standards regarding horizontal and vertical curvature, medians, crosswalks, street lighting, etc.
- 2.2.4 Traffic
 - City and TxDOT signal design criteria, standard details, and specifications
 - Record drawings for existing signals from TxDOT
- 2.3 Roadway Design
 - 2.3.1 Prepare preliminary roadway alignment upon approval of the conceptual plan
 - Prepare typical sections
 - Existing and proposed
 - Preliminary subgrade and pavement design
 - Preliminary Plan items to be prepared:
 - Control data
 - Existing / Proposed ROW
 - Existing topography
 - Existing pavement
 - Proposed centerline alignment and horizontal curve data
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed drainage structures
 - Proposed retaining walls
 - Proposed lighting along County Line Road
 - Existing trees to remain
 - Existing trees to be removed
 - Existing driveway locations
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations
 - Preliminary Profile items to be prepared:
 - Existing Ground Profile and Preliminary Vertical Alignment
 - Preliminary Detail
 - Retaining Walls
 - Paving
 - Drainage
- 2.4 Drainage
 - 2.4.1 Compile the hydrologic and hydraulic data
 - Create Drainage Area Maps
 - Create Drainage Calculation Sheets
 - 2.4.2 Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required).
 - 2.4.3 Hydraulic Design of Culverts (to be completed at 30% of Preliminary Design):
 - Convert existing hydraulic models to HEC-RAS format.
 - Determine if provided HEC-1 hydrologic model adequately represents ultimate conditions. Update the hydrologic model to represent ultimate conditions. FNI will use the existing HEC-1 model to represent existing or FEMA conditions.
 - Update existing conditions hydraulic models for Buffalo Creek and Little Buffalo Creek based on survey for this project.
 - FNI will develop existing conditions hydrologic and hydraulic models for Little Buffalo Creek to County Line Road and for Buffalo Creek to approximately 500 feet downstream of Horizon Road.

- FNI will map the 100-year FEMA floodplains for both Buffalo Creek and Little Buffalo Creek at the locations described in this section.
 - Establish the existing conditions flood elevations for NRCS Site 5c (Wallace Lake) and NRCS Site 5b (Rockwall Lake).
 - FNI will perform a proposed conditions study to determine up to two alternatives at Horizon Road and two alternatives at Renee Drive/Wallace Lake to reduce flooding along County Line Road.
 - FNI will submit a flood study report to summarize existing conditions and proposed alternatives.
- 2.4.4 Determine proposed conditions floodplains based on 60% roadway design.
- 2.4.5 Determine if FEMA notification would be required. FEMA coordination, such as a CLOMR or LOMR is considered an additional service.
- 2.5 Utilities
- 2.5.1 Public
- Establish the location of existing public utilities based upon information provided by the City, SUE and field survey information.
 - Determine criteria for relocation limits of existing water and sanitary sewer lines.
 - If deemed necessary, design spot adjustments and relocations of the current water and sanitary sewer lines from Horizon Road to Renee Drive.
- 2.5.2 Franchise Utility Coordination
- Identify franchise utility contacts
 - Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
 - Attend up to two (2) meetings with Franchise Utility representatives, and City staff
 - Notify the City if any relocations are required
 - The City shall perform the coordination with the franchise utilities if any relocations are required.
- 2.6 Structural
- 2.6.1 Preliminary structural design for the associated improvements, as listed below.
- Structural design and layout for retaining walls along County Line Road
 - Culvert and headwall structures
- 2.7 Traffic
- 2.7.1 Traffic Signals
- Until Horizon Road (FM 3097) is widened, the City desires for the traffic signal at County Line Road to be replaced with a span-wire system with ground boxes, conduit, and signal controller.
 - Identify pedestrian accommodations (crosswalks, ADA barrier free ramps, pedestrian signals and push buttons).
 - Prepare list of applicable City and TxDOT design details and standard sheets for inclusion in the plans.
- 2.7.2 Pavement Marking and Signing Plans
- Prepare preliminary crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Signing layouts will only be provided along County Line Road.
 - Determine potential conflicts with existing signs and propose sign relocations.
- 2.8 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the entire project, including alternative design options, using recent average unit bid prices which are representative of similar types of construction in the local area.
- 2.9 Preliminary design submittal (60% design level)

- 2.9.1 Provide two hard copies and an electronic submittal to the City for review and comment.
- 2.9.2 Submittal shall be provided with plan / profile sheets (as noted) (24"x36" plan sheets at a scale of 1"=20' horizontal, and 1"=4' vertical) and will include the following:
 - Cover Sheet
 - General Notes Sheet/Summary
 - Horizontal and Vertical Layout Sheet
 - Typical Sections
 - Demolition Sheets
 - Roadway Plan/Profiles
 - Drainage Area Map
 - Drainage Calculations
 - Drainage Plan/Profile
 - Traffic signal adjustments, crosswalks, and ground box relocations
 - Traffic control plan narrative
 - Structural Layout sheets (including retaining walls and other applicable structures)
 - Lighting Plan
 - Roadway Cross-Sections
 - Details
 - Preliminary opinion of probable construction cost
- 2.10 Project site visits (up to three (3) trips)

3. Construction Documents – Final Design

- 3.1. Project Management
 - 3.1.1. Project Communication
 - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to three (3) project meetings with the City staff.
 - Prepare and email monthly progress reports to the project team (City and FNI staff).
 - 3.1.2. Project Administration
 - Prepare project correspondence and invoicing documents
- 3.2 Roadway
 - 3.2.1 Incorporate the preliminary design submittal review comments
 - 3.2.2 Prepare plan / profile sheets (24"x36" plan sheets at a scale of 1"= 20' horizontal, and 1"= 5' vertical).
 - 3.2.3 Analyze all driveways within the project and develop driveway adjustment and crosswalk profiles as needed. Driveways will be defined vertically by profiles and cross sections.
 - 3.2.4 Develop design cross-sections
 - Develop on 50' station intervals and at driveway centerlines
 - Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and retaining walls (if applicable)
 - Cross-sections will be provided in the bid documents
 - 3.2.5 In locations where the elevation difference between the sidewalk and adjacent property warrants, provide design details necessary to construct retaining walls.
 - 3.2.6 Prepare roadway details to clarify intent of design
 - 3.2.7 Modify standard details as needed.
- 3.3 Drainage
 - 3.3.1 Incorporate the preliminary design submittal review comments
 - 3.3.2 Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.
 - 3.3.3 Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossing, and the hydraulic grade lines.
 - 3.3.4 Prepare profiles for the proposed storm drain laterals (if needed)

- 3.3.5 Prepare drainage details to clarify intent of design. Modify standard details as needed.
- 3.3.6 Prepare erosion control plan and coordinate water quality elements with traffic control during construction stages. The Storm Water Pollution Prevention Plan (SWPPP) will not be prepared as part of this task but will be prepared by the Contractor.
- 3.3.7 Update the final hydraulic models with 90% roadway design.
- 3.3.8 Update the culvert layout and drainage area maps for 90% Roadway design.
- 3.4 Utilities
 - 3.4.1 Utility Coordination
 - Submit one set of final design plans and the project schedule to each affected utility for their review and comment.
 - The City shall perform the coordination with the franchise utilities if any relocations are required.
- 3.5 Traffic
 - 3.5.1 Traffic Signals
 - Adjustments to the traffic signal at County Line Road and Horizon Road to provide pedestrian crosswalks and pedestrian signals.
 - Finalize adjustments of ground boxes to meet proposed grade.
 - Finalize pedestrian accommodations (crosswalks, ADA barrier free ramps, pedestrian signals, and push-buttons).
 - Incorporate the preliminary design submittal review comments.
 - Finalize the applicable City and TxDOT design details.
 - Finalize the traffic signal sheets for inclusion in the plans.
 - 3.5.2 Traffic Control Plans
 - Develop construction sequencing plan showing:
 - Construction area for each phase of construction and closure of existing travel lanes (if needed).
 - Temporary signing and striping, barricades, and other channelization devices.
 - Narrative of the sequence of work.
 - Storm sewer construction phasing.
 - Public utilities relocation phasing.
 - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area.
 - Prepare traffic control details to clarify intent of design.
 - Modify standard details as needed.
 - 3.5.3 Pavement Marking and Signing Plans
 - Prepare crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Prepare details to clarify intent of design
 - Modify standard details as needed.
 - Determine potential conflicts with existing signs and finalize relocations.
- 3.6 Structural Design
 - 3.6.1 Structural design and detailing will be provided for the improvements, as listed below.
 - Structural design for retaining walls along County Line Road.
- 3.7 Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare Bid-Tab sheets of applicable items for Contractor to fill/present bid prices.
- 3.8 Compile and update the overall opinion of probable construction cost.
- 3.9 Prepare a construction duration estimate using anticipated production rates applicable to the local area.
- 3.10 Final design submittal (90%)

- 3.10.1 Submit two (2) copies to the City for review and comment
- 3.10.2 Submittal shall include the following:
 - Final design plans
 - Contract documents, including the following:
 - Rockwall standard construction contract forms
 - Notice to bidders
 - Special instructions to bidders
 - Bid form (Bid-Tab)
 - Standard construction contract
 - Performance bond
 - Payment bond
 - Maintenance bond
 - Certificate of insurance
 - General conditions
 - Special provisions
 - Technical specifications
 - Opinion of probable construction cost
 - Provide a completed application for the City to submit to the Texas Department of Licensing and Regulation (along with one of the plan sets) for review in accordance with the Elimination of Architectural Barriers Act. The application fees will be paid directly by the City.

3.11 Accessibility Review

- 3.11.1 Prepare a completed application for submittal to the Texas Department of Licensing and Regulation for review in accordance with Elimination of Architectural Barriers Act.
- 3.11.2 Submit to the City a completed application and set of final plans for the City to transmit to a Registered Accessibility Specialist (RAS) for review and TDLR project registration.
- 3.11.3 While accessibility revisions are not anticipated to be required, FNI will address minor revisions to the plans based on review comments from the RAS.

3.12 Incorporate the final design submittal review comments.

3.13 Prepare the final opinion of probable construction cost.

3.14 Final design submittal (100%).

- 3.14.1 Submit two (2) full-size and five (5) half-size sets of plans and Contract Documents and Proposal Documents to the City (reprint only the revised sheets from the 90% submittal).
- 3.14.2 Submit the final opinion of probable construction cost to City
- 3.14.3 Submit a letter of notification to the City stating completion of the design of the project.

4. Bidding Phase Services

- 4.1. Furnishing additional copies of bidding documents in excess of the number of the same identified above will be considered as Additional Services.
 - 4.1.1. Services to be provided:
 - Respond to contractor questions and provide design clarifications.
 - Attendance at the pre-bid conference
 - Assist the City of Rockwall with production of Addenda items and design changes
 - Tabulating Bids
 - Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.

5. Construction Phase Services

5.1. Construction Phase Services

- 5.1.1. Coordinate with City on needs during the construction phase. The services available are listed below, and may be provided upon the request of the City of Rockwall.

- 5.2. *Pre-Construction Conference.* Prepare for and attend the Pre-Construction Conference prior to commencement of Work at the Site.
- 5.3. *Visits in Site and Observation of Construction.* If required by City, provide on-site construction observation services to clarify design concepts or assist with solutions needed to overcome obstacles in construction or to study and evaluate possible practical alternative solutions. Make visits to the Site at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by FNI are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on FNI's exercise of professional judgement. Based on information obtained during such visits and such observations, FNI will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and FNI shall keep City informed of the general progress of the Work.
- 5.3.1. The purpose of FNI's visits to the site will be to enable FNI to better carry out the duties and responsibilities assigned in the Agreement to FNI during the construction phase by City, and in addition, by the exercise of FNI's efforts, to provide City a greater degree of confidence that the completed Work will confirm in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. FNI shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall FNI have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, FNI neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 5.4. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract and Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- 5.5. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 5.6. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 5.7. *Limitation of Responsibilities.* FNI shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. FNI shall not have the authority or responsibility to stop the work of any Contractor.
- 5.8. *Record Drawings.* Prepare project "Record Drawings" based on information provided by the Contractor, and/or City as to the actual field placement of the work including any changes or

deletions. FNI is not responsible for all accuracy of the information provided by the Contractor and/or the City. FNI will provide the following deliverable:

- 5.8.1. Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in all of the following formats:
 - AutoCAD format (.dwg)
 - Adobe Portable Document (.pdf) 400 dpi (min) (24"x36")
- 5.8.2. Electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .pdf or jpg format.
- 5.8.3. Electronic copy of the project specifications in Microsoft Word (.doc) format
- 5.8.4. Record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
- 5.8.5. All field changes and revisions shall be shown and noted in the revision block.
- 5.8.6. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
- 5.8.7. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

Special Services

1. Utility and ROW Information Gathering

1.1. Data Collection and Property Research

- 1.1.1 Gather existing plat information
- 1.1.2 Collect property owner and record information
- 1.1.3 Gather existing ROW and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc). Undocumented easements may not be identified.
- 1.1.4 Provide S.U.E. Services, through a sub-consultant, for the purposes of locating horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey.
 - S.U.E. Level 'B' Services will be provided to determine horizontal location of utilities along County Line Road up to 4000 linear feet.
 - S.U.E. Level 'A' Services will be provided as follows.
 - Up to four (4) test holes of 4-8 ft. depth will be provided
 - Up to six (6) test holes of 8-12 ft. depth will be provided
 - Test holes in addition to those listed above will be provided at the rate per test hole agreed to by the City of Rockwall.
- 1.1.5 The City shall arrange and make all provisions for access to perform the services specified within this scope. The surveyor shall provide the City with the name and address of the property owners.
- 1.1.6 The City shall be responsible for acquisition of all ROW and easements. FNI will provide survey information and easement/ROW documents (sketch and legal description) to the City. Additional ROW and easement documentation services are detailed in Section 2 of Special Services.

1.2. Design Survey

- 1.2.1. The limits of the survey shall be from the intersection of Horizon Road and County Line Road, to the intersection of Renee Drive and County Line Road. The survey shall be from ROW line to ROW line (85 foot ROW) of County Line Rd. Survey will include intersecting roadways extending 100 feet along each leg of the intersection for minor intersections and 250 feet for major intersections. For Nicole Drive, Renee Drive, and FM 3097 (Horizon), the survey will extend 100 feet beyond the current 100 year floodplain elevation as determined by the City of Rockwall Master Drainage Study.
- 1.2.2. Establish horizontal control points at 500' maximum spacing.
- 1.2.3. Establish a vertical control benchmark circuit as needed throughout the project. City to provide established monument information for the area.
- 1.2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits. Surveyor shall set control points based on existing City monuments.
- 1.2.5. Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Roadways and lane striping
 - Driveways
 - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes and all invert elevations)
 - Outfalls, bridges, and erosion control improvements
 - Existing driveway culverts and swales

- Guardrail
 - Utility manholes, vaults, water valves, water meters, cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public and franchise utilities
 - Traffic Signal poles, cabinets, and other signal equipment
 - Signs (excluding temporary signs)
 - Trees, including species and caliper (for 6" caliper and up)
 - Buildings and permanent structures
 - Retaining walls
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- 1.2.6. Prepare cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- Prepare cross-section field notes
- 1.2.7. Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field, an ASCII file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- 1.2.8. FNI will perform one (1) site visit, for the purposes of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.
- 1.3. Geotechnical
- 1.3.1. Task 1 – Field Exploration
- Select appropriate locations along the proposed roadway alignment for exploratory borings. The Engineer will coordinate with the City of Rockwall and Texas 811 regarding underground utilities within the vicinity of the planned boring locations and obtain relevant right-of-way permit(s) prior to commencement of the field exploration activities.
 - Subcontract with a drilling contractor to drill a total of six (6) borings (approximate spacing of 650 feet) to a depth 15 feet at the selected locations. The borings will be drilled through the existing asphalt pavement within alternate travel lanes, when possible.
 - Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in-situ using the TxDOT Cone Penetration Test or the SPT, as appropriate for the material.
 - Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - At completion of drilling and sampling, the borings will be backfilled with auger cuttings and/or sand, and the pavement section will be patched to match the existing pavement surface.
 - Traffic control consisting of flagmen, cones, and signs will be provided. Temporary and partial lane closures may be required during drilling.
 - Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.
- 1.3.2. Task 2 – Laboratory Testing
- Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
 - The Engineer will select samples for laboratory testing, assign tests, and review the test results.
 - Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

- Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Dry unit weight
 - Unconfined compressive strength
 - One-dimensional swell (restrained)
 - Soluble sulfate content (Tex-145-E)
 - Lime series pH (Eades and Grim Procedure) for soil/lime proportioning
- 1.3.3. Task 3 – Engineering Analysis
- Prepare a Geotechnical Investigation Report summarizing the field exploration, laboratory testing, and engineering analysis to include the following:
 - Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - Recommendations for pavement design including subgrade treatment (lime treated and cement treated), preparation, and thickness. Pavement design calculations will be performed using traffic data collected for County Line Road and projected traffic volumes (see Section 1.5 Traffic Counts in Special Services and Section 1.2 Traffic Capacity Analysis in Basic Services) and applicable design parameters according to the thoroughfare classification and City standards. All assumptions and pavement design parameters will be documented in the report (e.g., traffic volumes, vehicle distribution, design life, terminal serviceability, annual growth rate, etc.).
 - General discussion of expected construction related issues.
 - Earthwork related recommendations for use during development of plans and specifications.
 - Submittals will include one (1) paper copy and one (1) electronic PDF copy of the Geotechnical Investigation Report.

1.4. Environmental Permitting

Based on an initial desktop review of project area, at least two waterbodies are located in the vicinity of the proposed improvements: Buffalo Creek and Wallace Lake. FNI assumes that Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE) will be required to authorize impacts to these waterbodies associated with the proposed improvements. Additionally, Horizon Road is a TxDOT facility and FNI assumes that the proposed project will trigger additional environmental review by TxDOT. Given this information, FNI proposes the following environmental permitting and clearance tasks:

1.4.1. Conduct Literature Review

FNI will obtain and review information for the project vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, TPWD Natural Diversity Data, and other readily available, pertinent data. This information will be evaluated to guide the waters of the U.S. delineation described in Task 1.4.2, identify any potential environmental issues present in the project area, develop the description of the area surrounding the project, and assist in the preparation of the Texas Department of Transportation (TxDOT) Categorical Exclusion (CE).

1.4.2. Perform Waters of the U.S. Delineation

FNI environmental scientists will delineate the boundaries of potential waters of the U.S. within the limits of investigation, including streams, open water, and wetlands. Feature boundaries will be documented using a mapping-grade GPS survey. The Ordinary High

Water Mark (OHWM) of the unnamed tributary will be marked with pin flags or stakes for surveyors to tie-in. This scope does not include surveyor costs, but a surveyor can be provided as an additional service.

1.4.3. Prepare a Preliminary Jurisdictional Determination (PJD) Report.

FNI will prepare a PJD Report in accordance with USACE's guidance to document the presence/absence of waters of the U.S., including wetlands. The PJD Report will include preparation of the required data forms and relevant site maps.

1.4.4. Prepare Documentation for Section 404 Permit Authorization under a Nationwide Permit (NWP).

Based upon the available project data, FNI assumes impacts to waters of the U.S. required for the proposed project can be authorized under a Nationwide General Permit (NWP), most likely NWP 14 *Linear Transportation Projects*, with a pre-construction notification (PCN). FNI will prepare a PCN in accordance with requirements of Nationwide Permit (NWP) General Condition 27 for coverage of the proposed activities. This scope assumes that any required mitigation will be covered by negotiating with the Corps for the purchase of mitigation bank credits. Therefore, development of a mitigation plan is not included in this scope of services.

A draft PCN will be prepared for the CITY's review and comment. The PCN will include the PJD Report and appropriate maps and engineering drawings of the proposed work. The final PCN will be prepared by incorporating the CITY's comments and will be submitted to the USACE.

1.4.5. Follow Up with USACE.

After submitting the PCN, FNI will address the USACE's requests, if any, for additional information or clarification. If the USACE requests a site visit, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond FNI's project budget, such effort will be considered as an additional service that can be provided, upon the CITY's written approval, and will be billed on an hourly basis at FNI's current rates.

1.4.6. Phase 1 Environmental Site Assessment (ESA).

If needed for the purchase of property, easements or additional ROW, FNI will conduct a Phase 1 ESA in accordance with ASTM International Standard E-1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (2013) and Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (AAI), Final Rule. FNI will provide the CITY with a Phase 1 ESA Report characterizing environmental conditions in the project area by evaluating factors such as land use, site history, obvious indicators of environmental contamination, and the presence of adjacent or nearby properties that could pose environmental concerns. Reconnaissance for the Phase 1 Site Assessment will be conducted concurrently with Task 2 above. This task includes a detailed records search and database report.

1.4.7. Consult with Texas Historical Commission (THC).

In accordance with the Antiquities Code of Texas and NWP General Condition 20 (Historic Properties), a letter outlining the details of the proposed project will be sent to the THC requesting their review. Any additional services required by the THC will be an additional cost.

1.4.8. Project Coordination and Meetings.

FNI will coordinate with the Project Team (CITY and FNI) to provide environmental input into the design of the project. FNI will attend up to five (5) coordination meetings with the CITY, the Design Engineer, and/or the public to discuss the draft PCN, CE document, comments, and the USACE or TxDOT permitting process.

1.4.9. Prepare the CE Document (if required by TxDOT)

Based on previous TxDOT project experience, FNI assumes a (c) list CE in TxDOT's current resource report format will be required for improvements at the intersection of County Line Road and Horizon Road. The preparation of any other level environmental document is not included in this scope of services. FNI will submit the CE for review by TxDOT Fort Worth District. Upon receipt of comments, FNI will make any required revisions. Documents that may be required for preparation of the CE include:

- Scoping Document, Risk Assessment, and Environmental Information Document
- Archeological Project Coordination Request and Historical Project Coordination Request (A historical and/or archeological survey will not be performed under this scope of services)
- Hazardous Materials Initial Site Assessment
- Biological Evaluation Form and Natural Resource Technical Report
- Water Resources Technical Report
- Community Impacts Analysis and Socioeconomics Technical Report
- Noise Modeling and Report
- Indirect and Cumulative Impact Technical Report

FNI will prepare the CE documents using information gathered as part of Tasks 1.4.1-1.4.8 above, as well as other data as required. FNI assumes that an Air Quality Technical Report will not be required. FNI will prepare the required Environmental Permits, Issues and Commitments Form. The CITY will provide electronic copies of any available information concerning the proposed project including agency correspondence.

1.5 Traffic Counts

FNI will collect peak hour turning movement counts at critical intersections and 24-hour bi-directional traffic volumes at strategic locations along County Line Road.

2. Right-of-Way / Easement Instruments of Conveyance

2.1 Prepare ROW instruments (narrative and graphic exhibits of ROW takes) and setting new property corners (for new ROW only) in the field.

2.1.1 Up to six (6) parcels

2.2 Prepare easement instruments (narrative and graphic exhibits of easements required for drainage. City utilities, temporary construction, etc.)

2.2.1 Up to two (6) parcels

2.3 Individual parcel exhibits shall be on 8.5" x 11" paper and pdf copy shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

2.3.1 Parcel number

2.3.2 Area required

2.3.3 Area remaining

2.3.4 Legal description

2.3.5 Current owner

2.3.6 Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.

2.3.7 All physical features

2.3.8 Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

2.4 Upon written notification by the City of acceptance of the ROW exhibits and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final sealed plans and exhibits, including location of the control points and their NAD-83 reference.

2.5 FNI will provide the information listed in Section 2 to the City and/or their selected ROW and easement acquisition agent. This task will include the following:

2.5.1 Transmittal of survey and existing property information.

3. Utility Spot Adjustments

3.4.1 60% Plan Adjustments: Water

- Incorporate the conceptual design submittal review comments and prepare plan sheets
- Prepare Preliminary Opinion of Probable Construction Cost

3.4.2 60% Plan Adjustments: Sewer

- Incorporate the conceptual design submittal review comments and prepare plan sheets
- Prepare Preliminary Opinion of Probable Construction Cost

3.5.1 90% Plan Adjustments: Water

- Incorporate the 60% design submittal review comments
- Prepare all water lateral profiles
- Prepare water details to clarify intent of design. Compile applicable City Standard details.
- Modify standard details as needed.
- Update the Opinion of Probable Construction Cost

3.5.2 90% Plan Adjustments: Sewer

- Incorporate the 60% design submittal review comments
- Prepare all sanitary sewer lateral profiles
- Prepare sanitary sewer details to clarify intent of design. Compile applicable City Standards details.
- Modify standard details as needed.
- Update the Opinion of Probable Construction Cost

3.6.1 Prepare Final Plan sheets for Water and Sewer adjustments

- Incorporate the 90% design submittal review comments
- Update the Opinion of Probable Construction Cost

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City of Rockwall. Such services shall include, but are not limited to, the following:

1. Construction staking
2. Design of any offsite drainage improvements beyond the improvements identified in the scope.
3. Design of specialized inlets, or gabion mattress erosion control systems.
4. Preparation for and attendance at additional public meetings.
5. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
6. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies.
7. Redesign to reflect project scope changes requested by the City.

8. Additional easement / ROW documents, encroachment agreement documents, re-platting of any tracts for easement addition.
 9. Revisions to the Schematic Color Rendering to reflect design modifications at the Preliminary Design, Final Design, and Construction Phases.
 10. Full traffic control plan design.
 11. Traffic signal timing modifications.
 12. Coordination with FEMA or any other regulatory agencies will be additional services.
 13. CLOMR and LOMR submittals will be additional services.
 14. Additional drainage reporting or modelling of the creeks will be additional services.
- End of Scope of Services

EXHIBIT B - Rate Schedule

Compensation to FNI for the Basic Services described in Exhibit A shall be the lump sum of Four Hundred Three Thousand Nine Hundred Forty Nine Dollars (\$403,949). Compensation to FNI for Special Services in Exhibit A shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Seventy Six Thousand Four Hundred Ninety One Dollars (\$176,491). The Special Services fee is comprised of Utility & ROW Information Gathering & Design Survey \$74,347, Geotechnical Services \$15,480, Environmental Services \$58,219, and Utilities \$28,445. If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	68	116
Professional - 2	88	148
Professional - 3	94	181
Professional - 4	138	221
Professional - 5	175	243
Professional - 6	166	442
Construction Manager - 1	86	198
Construction Manager - 2	104	150
Construction Manager - 3	129	161
Construction Manager - 4	162	220
CAD Technician/Designer - 1	57	99
CAD Technician/Designer - 2	90	129
CAD Technician/Designer - 3	116	166
Corporate Project Support - 1	42	96
Corporate Project Support - 2	70	173
Corporate Project Support - 3	76	335
Intern/ Coop	35	64

Rates for In-House Services

<u>Travel</u>	<u>Bulk Printing and Reproduction</u>	
Standard IRS Rates	Black and White	\$0.10 per copy
	Color	\$0.25 per copy
	Plot - Bond	\$2.50 per plot
	Plot - Color	\$5.75 per plot
	Plot - Other	\$5.00 per plot
	Binding	\$0.25 per binding

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February.

340-22015

1

1.

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: August 25, 2015

SUBJECT: Throckmorton Street Reconstruction Project

Throckmorton Street is currently an existing two lane asphalt roadway from East Boydston Avenue to East Bourn Street. This section of roadway is approximately 900 linear feet in length and lies within the Sanger subdivision. Throckmorton Street is one of four Roadway Capital Improvement Projects passed in the 2012 Bond Election. Throckmorton Street will be reconstructed to a two lane (29' back of curb to back of curb) concrete curb and gutter roadway with a 5-foot concrete sidewalk on each side. These improvements will be placed within the existing 50' right of way. Additional improvements for the project will include improved storm sewer capacity along with the replacement of the existing sanitary sewer and water lines.

Staff requested a proposal from Cobb, Fendley & Associates, Inc. to provide the engineering design and specifications for this project. The preliminary cost estimate to reconstruct Throckmorton Street is \$936,960 with an engineering fee of \$187,695.00. Funding will be provided by the sale of bonds approved by the voters in the 2012 Bond Election. Staff recommends City Council consideration to approve a professional services contract for Cobb, Fendley & Associates, Inc. to perform the engineering design services and specifications for the Throckmorton Street Reconstruction Project from East Boydston Avenue to East Bourn Street in an amount not to exceed \$187,695.00.

If you have any questions, please advise.

TMT:tt

Attachments

Cc:

Amy Williams, Assistant City Engineer
Jeremy White, Civil Engineer
File

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

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 Cobb, Fendley & Associates, Inc. ("ENGINEER"), located at 6801 Gaylord Parkway Suite 302, Frisco, Texas, 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 Throckmorton Street Reconstruction Project (Boydston Avenue to Bourn Street)

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 Attachment "A" and as authorized by CITY. Specifically, Engineer shall perform Professional services as requested by CITY and detailed in Attachment "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 One Hundred Eighty-Seven Thousand, Six Hundred Ninety-Five dollars (\$187,695.00) and billed as a lump sum basis for Basic Services and on a reimbursable basis for Special Services as provided in Attachment "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 Attachment “D”. 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
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 General aggregate limit

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

\$1,000,000 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 CAUSES INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000). 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

Tim Tumulty, City Engineer

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

ENGINEER

Cobb, Fendley & Associates, Inc.

6801 Gaylord Parkway Suite 302

Frisco TX 75034

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.

13. 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.

14. Entire Agreement

This Contract and its Exhibits, Attachments 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 _____ 201_.

By: _____

Name: _____.

Title: _____

EXECUTED in triplicate originals on this ____ day of _____ 201_.

ATTEST:

City of Rockwall, Texas

Richard Crowley
City Manager

Attachment “A”
Throckmorton Street Reconstruction Project (Boydston Avenue to Bourn Street)
For
City of Rockwall
Scope of Services

Project Understanding

The City of Rockwall (City) wishes to reconstruct Throckmorton Street, an existing two lane asphalt roadway, from Boydston Avenue to Bourn Street, approximately 900 feet in length. The roadway lies within the Sanger subdivision of the City of Rockwall. Reconstruction will be two lane undivided: one vehicle lane (29' B-B) in each direction, concrete curb and gutter, with a 5-foot concrete sidewalk on each side. These improvements will be within the existing 50' Right of Way (ROW); however, the contract will include a provision for 2 parcel takes or easements in the event that they are required.

Additional design will include storm sewer, sanitary sewer and water improvements. The existing storm sewer will be analyzed using current City drainage criteria and improvements will be designed where the existing system is inadequate. Sanitary sewer will be evaluated for capacity and for physical condition, and will be replaced or augmented based upon the capacity and condition analysis. Water lines will be replaced under the parkway when possible.

Other design components utility coordination, TDLR compliance with ADA, traffic control plans, and retaining walls along Throckmorton Street.

CobbFendley will provide plans, specifications, and estimates for the project and will support the City of Rockwall's bidding and construction phase services.

BASIC SERVICES

1. Schematic Conceptual Design (30%)

1.1. Project Management

1.1.1. Develop project communication plan

- Develop project stakeholder contact list
- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to three (3) meetings with the City staff regarding project status and coordination issues. The first meeting will be the project kick-off meeting, and the second meeting will be the conceptual design presentation and review.
- Conduct Site Investigation
- Initiate Geotechnical Investigation

1.1.2. Develop project schedule and interim milestones (coordinate with City staff at the project kick-off meeting)

1.2. Conceptual Plan and Graphics

1.2.1. Schematic Color Rendering of proposed Throckmorton Cross Section and Plan

- Provide up to two (2) alternatives for proposed cross-section and plan of roadway
- Provide up to two (2) alternatives for proposed utility locations (water, wastewater and drainage)
- Provide two (2) full size copies of the concept plans.

1.3. Property Owners Meeting

1.3.1. Present City approved Roadway and Cross-section alternatives

1.3.2. Collect and incorporate property owners' comments into 60% submittal.

2. Construction Documents – Preliminary Design (60%)

2.1. Project Management

2.1.1. Update project communication plan

- Update project contact list
- Conduct progress meetings to monitor the development of the project regarding project status and coordination issues
 - City staff to discuss crosswalks, and pedestrian improvements at Boydston Avenue, Ross Street, and Bourn Street intersection with Throckmorton Street
 - Coordinate with subconsultants
 - Coordinate with other utilities, (electric power, cable TV, phone, gas, fiber optic, etc.)
 - Prepare and e-mail monthly progress reports to the project team (City of Rockwall and CobbFendley staff)

2.1.2. Update project schedule

2.1.3. Develop project production plan

- Document design criteria

2.1.4. Project Administration

- Prepare project correspondence and invoicing documents

2.2. Roadway Design

2.2.1. Prepare preliminary roadway alignment upon approval of the conceptual plan

- Prepare typical sections
 - Existing and proposed
 - Preliminary subgrade and pavement design
- Prepare preliminary plan and profiles items to be included:
- Preliminary Plan:
 - Control data
 - Existing/Proposed ROW
 - Existing topography
 - Existing pavement
 - Proposed centerline alignment and horizontal curve data
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed drainage structures
 - Proposed retaining walls
 - Existing trees to remain
 - Existing trees to be removed
 - Existing driveway locations
 - Existing storm drain locations
 - Existing water line locations
 - Existing waste water line locations
 - Existing franchise utility locations
- Preliminary Profile:
 - Existing Ground Profile and Preliminary Vertical Alignment
- Preliminary Details
 - Retaining Walls
 - Paving
 - Drainage

2.3. Drainage

2.3.1. Compile the hydrological and hydraulic data

- Create Drainage Area Maps
- Create Drainage Calculation Sheets

2.3.2. Identify the need for additional drainage easements to accommodate the proposed offsite drainage improvements (if required)

2.4. Utilities

2.4.1. Public

- Establish the location of existing public utilities based upon information provided by the City, SUE and field survey information

2.4.2. Franchise Utility Coordination

- Identify franchise utility contacts
- Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type and location of their utilities.
- Notify the City if any relocations are required
- CobbFendley shall perform the coordination with the franchise utilities if any relocations are required

2.5. Structural

2.5.1. Preliminary structural design for the associated improvements, as listed below.

- Structural design and layout of retaining wall
- Structural design and layout for Junction Boxes

2.6. Traffic

2.6.1. Pavement Marking and Signing Plans

- Prepare preliminary crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Determine potential conflicts with existing signs and propose sign relocations

2.7. Prepare a preliminary opinion of probable construction cost for the entire project, including alternative design options, using recent average unit bid process which are representative of similar types of construction in the local area

2.8. Preliminary design submittal (60% design level)

2.8.1. Provide two (2) full size hard copies and an electronic submittal to the City for review and comment

2.8.2. Submittal shall be provided with plan/profile sheets (as noted) 24"x36" plan sheets at a scale of 1"=20' horizontal, and 1"=5' vertical) and will include the following:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities
- Horizontal and Vertical Layout Sheet
- Typical Sections
- Demolition Sheets
- Roadway Plan/Profiles
- Drainage Area Map
- Drainage Calculations
- Drainage Plan/Profile
- Water & Sanitary Sewer Plan
- Traffic control plan narrative
- Structural (Retaining Wall) Layout sheets
- Structural (Retaining Wall) Details

- Roadway Cross Sections
 - Details
 - Preliminary opinion of probable construction cost
- 2.9. Project site visits (up to three (3) trips)

3. Construction Documents – Pre-Final Design (90%)

3.1. Project Management

3.1.1. Project Communication

- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to : Up to three (3) project meetings with the City staff
- Prepare and e-mail monthly progress reports to the project team

3.1.2. Update project schedule

3.2. Roadway

3.2.1. Incorporate the preliminary design submittal review comments

3.2.2. Prepare plan / profile sheets (24"x36" plan sheets at a scale of 1"=20' horizontal, and 1"=5' Vertical).

3.2.3. Analyze all driveways within the project and develop driveway adjustment and crosswalk profiles as needed. Typically driveways will be defined vertically by profiles.

3.2.4. Develop design cross-sections

- Develop on 25-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, sides slopes, pavement cross slopes, curbs, and retaining walls (if applicable)
- Cross-sections will be provided in the bid documents

3.2.5. Prepare roadway details to clarify intent of design

3.2.6. Modify standard details as needed and include

3.3. Drainage

3.3.1. Incorporate the preliminary design submittal review comments.

3.3.2. Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.

3.3.3. Prepare storm sewer plan/profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, stubouts, utility crossings and the hydraulic grade lines.

3.3.4. Prepare profiles for the proposed storm drain laterals (if needed).

3.3.5. Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed.

3.3.6. Prepare erosion control plan.

3.4. Utilities

3.4.1. Water

- Incorporate the preliminary design submittal review comments.
- Prepare all water lateral profiles (if required).
- Check coverage of Fire Hydrants to meet City Standard.
- Prepare water details to clarify intent of design. Compile applicable City Standard details.
- Modify standard details as needed.

3.4.2. Wastewater

- Incorporate the preliminary design submittal review comments.
- Prepare all wastewater lateral profiles.
- Prepare wastewater details to clarify intent of design. Compile applicable City Standard details.
- Modify standard details as needed.

- 3.4.3. Utility Coordination
 - Submit one set of final design plans and the project schedule to each affected utility for their review and comment to include the normal power, cable TV, gas, and phone utilities.
 - The City shall perform the coordination with the franchise utilities if any relocations are required.
- 3.4.4. Traffic Control Plans
 - Develop construction sequence plan showing:
 - Construction area for each phase of construction and closure of existing travel lanes (if needed).
 - Temporary signing and striping, barricades, and other channelization devices
 - Narrative of the sequence of work.
 - Storm sewer construction phasing.
 - Public utilities relocation phasing.
 - Pedestrian routing during construction.
 - Develop typical cross section showing lane widths, edge conditions, channelization and proposed construction area.
 - Develop typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
 - Prepare traffic control details to clarify intent of design.
- 3.4.5. Pavement Marking and Signing Plans
 - Prepare crosswalk pavement marking and signing layouts in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Prepare details to clarify intent design
 - Compile applicable City standard details. Modify standard details as needed.
 - Determine potential conflicts with existing signs and finalize relocations.
- 3.5. Structural Design
 - 3.5.1. Structural design and detailing will be provided for the improvements, as listed below.
 - Structural design for retaining walls along Throckmorton Street.
- 3.6. Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare Bid-Tab sheets of applicable items for Contractor to fill/present bid prices.
- 3.7. Update the overall opinion of probable construction cost.
- 3.8. Prepare a construction duration estimate using anticipated production rates applicable to the local area.
- 3.9. Final design submittal (90%).
 - 3.9.1. Submit two (2) full size hard copies to the City for review and comment
 - 3.9.2. Submittal shall include the following:
 - Final design plans
 - Contract documents, including the following:
 - City of Rockwall standard construction contract forms
 - Notice to bidders
 - Special instructions to bidders
 - Bid form (Bid-Tab)
 - Standard construction contract
 - Performance bond
 - Payment bond
 - Maintenance bond
 - Certificate of insurance

- General conditions
 - Special provisions
 - Technical specifications
 - Opinion of probable construction cost
- 3.9.3. Conduct one (1) neighborhood meeting to present the project and answer community questions.
- 3.10. Accessibility Review
 - 3.10.1. Prepare a completed application for submittal to the Texas Department of Licensing and Regulation for review in accordance with the Elimination of Architectural Barriers Act
 - 3.10.2. While we do not anticipate accessibility revisions to be required, we will address minor revisions to the plans based on review comments from the RAS.
- 4. Final Engineering**
 - 4.1. Incorporate the final design submittal review comments
 - 4.2. Prepare the final opinion of probable construction cost
 - 4.3. Final design submittal (100%)
 - 4.3.1. Submit two (2) full-size and five (5) half-size sets and one (1) electronic set of plans and Contract Documents and Proposal Documents to the City.
 - 4.3.2. Submit the final opinion of probable construction cost to City.
 - 4.3.3. Submit a letter of notification to the City stating completion of the design of the project.
- 5. Bidding Phase Services**
 - 5.1. Furnishing additional copies of bidding documents in excess of the number of the same identified above will be considered as Additional Services.
 - 5.2. City will be responsible for advertising the project; plans and specifications will be made available at CobbFendley's office; post the project to CivCast.
 - 5.3. Service to be provided:
 - 5.3.1. Furnish the City one (1) full size hard copy and one (1) electronic set of plans and specifications.
 - 5.3.2. Respond to contractor questions and provide design clarifications
 - 5.3.3. Attend the pre-bid conference
 - 5.3.4. Assist the City of Rockwall with production of Addenda items and design changes
 - 5.3.5. Tabulate Bids
 - 5.3.6. Check references and other qualification information for the low bidder and write a letter of recommendation concerning award of the contract.
- 6. Construction Phase Services**
 - 6.1. Construction Phase Services
 - 6.1.1. Coordinate with City on needs during the construction phase. The services available are listed below, and may be provided upon the request of the City of Rockwall.
 - 6.2. *Pre-Construction Meeting*, Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site.
 - 6.3. *Visits to Site and Observation of Construction*. If required by City, provide on-site construction observation services to clarify design concepts or assist with solutions needed to overcome obstacles in construction or to study and evaluate possible practical alternative solutions. Makes visits to the Site at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by CobbFendley are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CobbFendley's exercise of professional judgment. Based on information obtained during such visits and such observations, CobbFendley will determine if Contractor's work is generally

proceeding in accordance with the Contract Documents, and CobbFendley shall keep City informed of the general progress of the Work.

- 6.3.1. The purpose of CobbFendley's visit to the site will be to enable CobbFendley to better carry out the duties and responsibilities assigned in this Agreement to CobbFendley during the construction phase by City, and, in addition, by the exercise of CobbFendley efforts, to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as in CobbFendley indicated in the Contract documents has been implemented and preserved by Contractor. CobbFendley shall not, during such visits or as a result of such observation of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CobbFendley have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CobbFendley neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 6.4. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- 6.5. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit, but only for conformance with the information given in the Contract Document and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 6.6. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities.
- 6.7. Limitation of Responsibilities. CobbFendley shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work, CobbFendley shall not have the authority or responsibility to stop the work of any Contractor.
- 6.8. *Final Construction Walk Through*. CobbFendley shall be present at the final construction walk through and develop a final "punch/checklist" for the contractor to use to achieve final project acceptance.
- 6.9. Record Drawings, Prepare project "Record Drawing" based on information provided by the Contractor, and/or City as to the actual field placement of the work including any changes or deletions. CobbFendley will provide the following deliverables:
 - 6.9.1. Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in all of the following formats.
 - AutoCAD (.dwg) format
 - Adobe Portable Document (.pdf) 400 dpi (min) (24"x36")
 - 6.9.2. Electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .pdf or jpg format.
 - 6.9.3. Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.

- 6.9.4. Record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
- 6.9.5. All field changes and revisions shall be shown and noted in the revision block.
- 6.9.6. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
- 6.9.7. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

SPECIAL SERVICES

1. Subsurface Utility Engineering (S.U.E.)

- 1.1.1. Provide S.U.E. Services for the purpose of locating horizontal and vertical locations of underground city and franchise utilities, in conjunction with and /or prior to the field survey.
 - S.U.E. Level 'B' Services will be provided to determine horizontal location of utilities up to 5000 linear feet.
 - S.U.E. Level 'A' Services will be provided as follows:
 - Up to five(5) test holes of 0-5 ft depth will be provided
 - Up to five(5) test holes of 5-10 ft depth will be provided
 - Test holes in addition to those listed above will be provided at the rate per test hole agreed to by the City of Rockwall.
- 1.1.2. The City shall assist with provisions for access to perform the services specified within this scope. CobbFendley shall provide the City with the name and address of the property owners.

2. Design Survey

- 2.1 The limits of the survey shall be from the intersection of Throckmorton Street and Boydston Avenue to the intersection of Throckmorton Street and Bourn Street. The survey shall be from ROW line to ROW line (50 foot ROW) of Throckmorton Street. Survey will include intersecting roadways extending 250 feet along each leg of the major intersections and 100 feet along each leg of the minor intersections.
- 2.2 Data Collection and Property Research
 - 2.2.1 Gather existing plat information
 - 2.2.2 Collect property owner and record information
 - 2.2.3 Gather existing ROW and easement information, Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.).
- 2.3 Project Control
 - 2.3.1.1 Horizontal and Vertical control will be tied to the WDS VRS Control Network.
 - 2.3.1.2 Establish horizontal control points at 500' maximum spacing.
 - 2.3.1.3 Establish a vertical control benchmark circuit as needed throughout the project. City to provide established monument information for the area.
 - 2.3.1.4 Grid coordinates will be converted to Surface using the TxDOT Combined Surface Adjustment Factor shown for Rockwall County.
 - 2.3.1.5 Three Secondary Control Points will be set for the project. Secondary Control will be mag nails set in asphalt or crosses cut in concrete.
 - 2.3.1.6 A differential level loop will be run through all Secondary Control Points to verify elevations.
 - 2.3.1.7 Establish temporary benchmark / control on site for construction use.
- 2.4 Right of Entry
 - 2.4.1.1 Property ownership will be determined for the adjacent properties by obtaining data from the Rockwall County Appraisal District.

2.4.1.2 Right-of-Entry request letters will be prepared. Upon approval by the City of Rockwall the letters will be mailed to the individual property owners.

2.4.1.3 A spreadsheet will be prepared to monitor the status of each right-of-entry request.

2.5 Topographic Survey

2.5.1.1 Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:

- Visible evidence of existing pavement, curbs, sidewalks, barrier free ramps, etc.
- Roadway and lane striping
- Driveways
- Visible evidence of existing storm sewer inlets, manholes, junction boxes, headwalls (including culvert sizes and invert elevations, if accessible)
- Outfalls, bridges and erosion control
- Existing driveway culverts and swales
- Guardrail
- Visible evidence of utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
- Traffic Signal poles, cabinets, pull boxes and other signal equipment
- Signs (excluding temporary signs)
- Trees, including species and caliper (for 4" caliper and up)
- Buildings and permanent structures
- Retaining walls
- Fencing/screening walls
- Fence limits and material types (excluding temporary fences)
- Rockwall County Appraisal District Records will be researched to determine the individual property owners of each lot adjacent to the proposed Topo Area. Lot and block numbers, addition name(s), and owner information will be included in AutoCAD drawing.
- Property corner monumentation sufficient to define the R.O.W. lines
- Perform cross-sections throughout project limits at 25-foot intervals and at grade breaks
- Prepare cross-section field notes
- Other applicable physical features that could impact design

2.5.1.2 Prepare a final topographic drawing in digital format (including one-foot contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2.5.1.3 CobbFendley will perform a site visit for the purpose of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.

2.6 Exclusions: The following items are excluded from the Design Survey scope of services:

2.6.1.1 The resolution of any boundary conflicts observed during the course of the survey.

2.6.1.2 The location of test holes performed during S.U.E. operations other than as described in Section 1 above.

2.6.1.3 Performing a title search or abstracting any properties or easements.

2.6.1.4 Full construction staking services.

3. Right-of-Way / Easement Instruments of Conveyance

3.1 Prepare ROW instruments (narrative and graphic exhibits of ROW takes) and setting new property corners (for new ROW only) in the field

3.1.1 Up to two (2) parcels

3.2 Prepare easement instruments (narrative and graphic exhibits of easements required for drainage, City utilities, temporary construction, etc.)

- 3.2.1 Up to two (2) parcels
- 3.3 Individual parcel exhibits shall be on 8"x11" paper and PDF copy shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - 3.3.1 Parcel number
 - 3.3.2 Area required
 - 3.3.3 Area remaining
 - 3.3.4 Legal description
 - 3.3.5 Current owner
 - 3.3.6 Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
 - 3.3.7 All physical features
 - 3.3.8 Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
- 3.4 Upon written notification by the City of acceptance of the ROW exhibits and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final sealed plans and exhibits, including location of the control points and their NAD-83 reference
- 3.5 The City shall be responsible for the coordination of all ROW and easement acquisitions. CobbFendley will provide the information listed above to the City and/or their selected ROW and easement acquisition agent. This task will include the following:
 - 3.5.1 Transmittal of survey and existing property information.

4. Geotechnical

4.1. Subsurface Exploration

- 4.1.1. Eight (8) borings are planned for this project. The borings and report will be through a subconsultant.

The locations are as follows:

- Three (3) borings will be performed across the width of Throckmorton Street near the intersection with Boydston Avenue.
- Three (3) borings will be performed across the width of Throckmorton Street near the intersection with Bourn Street.
- Two (2) borings will be located outside the edge of pavement to determine soil properties used for retaining wall design.

- 4.1.2. Boring Services – Proposed retaining walls will be sampled to 25 feet. Pavement borings will be sampled to 15 feet. A total of 140 feet for drilling is planned.

- Check samples for consistency with a hand penetrometer
- Stake the boring locations using normal taping procedures
- Backfill bore holes and plug at the surface

4.2. Laboratory Services

- 4.2.1. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory test will be required for classification purpose and to determine strength characteristics:

- Visual Classification
- Moisture content and soil identification
- Liquid and plastic limit determinations
- Minus 200 sieve analysis
- Dry Unit Weight
- Unconfined compression
- Calibrated hand penetrometer tests
- Swell test

- Lime/pH series tests
 - Soluble sulfate tests (to determine lime-induced heaving potential)
- 4.3. Engineering Services
- 4.3.1. Prepare an engineering report presenting the following:
- Sample boring location map
 - Boring logs and laboratory results
 - General soil and ground-water conditions
 - The moisture profile of the subgrade soils will be plotted with depth to better understand the existing conditions and moisture relationship in the soils
 - Subgrade design recommendations for lime treated, cement treated, and alternate methods of subgrade stabilization
 - Pavement design recommendation for reinforced concrete, asphalt or combination of concrete and asphalt system (including pavement strength, reinforcement size, and joint spacing based on applicable concrete codes and standards). Pavement thickness recommendation will be based on traffic counts provided by City, with appropriate growth factors applied.
 - Comments on the presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for pavement construction, if required.
 - Recommendations for short to moderate retaining walls
 - Earthwork recommendations
- 4.3.2. The geotechnical engineer's design recommendations shall be relied upon by the civil and structural engineers for their design.
- 4.3.3. Submit one (1) paper copy and one PDF file copy of the report to the City

DELIVERABLES

1. Project deliverables shall be as stated in the previous sections. All plans, field notes, plats, maps, legal descriptions, or other specified documents prepared in conjunction with the requested services shall be provided in a digital format compatible with the electronic data collection and computer aided design and drafting software currently in use by the City. All text data such as plan and profile, legal descriptions, coordinate files, cut sheets, etc., shall be provided in the American Standard Code for Information Interchange (ASCII) format, and all drawing files shall be provided in AutoCAD (DWG or DXF) format, or as otherwise approved in writing by the City, and all data collected and generated during the course of the Project shall become the property of the City.

CITY RESPONSIBILITIES

1. The City will provide the following information in a timely manner so as not to delay the services of CobbFendley:
 - 1.1. The City will provide any available design plans, drainage studies, surveys, property information, utility locations, CAD files or any other pertinent information.
 - 1.2. The City shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.
 - 1.3. The City shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The City shall make available personnel to assist in the locating of water and wastewater lines, which cannot be identified by other means.

- 1.4. The City will be responsible for providing construction inspection on the Project. CobbFendley will only provide general Project representation based on the number of site visits provided in this proposal.

ADDITIONAL SERVICES

1. Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City of Rockwall. Such services shall include, but are not limited to the following:
 - 1.1. Construction staking.
 - 1.2. Environmental support services

SCHEDULE

CobbFendley is authorized to immediately begin work on this project upon Notice to Proceed. An example schedule is outline in Attachment C.

-End of Scope of Service-

COMPENSATION AND METHOD OF PAYMENT

For all professional engineering services included in ATTACHMENT “A”, Scope of Services, the City of Rockwall agrees to pay the ENGINEER on a lump sum basis for design services for an amount not to exceed \$122,590 and on a reimbursable basis for Special Services for an amount not to exceed \$65,105 for a total contract amount not to exceed \$187,695. We recommend that the City of Rockwall budget the following:

BASIC SERVICES	
Design & Bid Phase Services	\$ 112,620
Construction Phase	\$ 9,970
<hr/>	
Basic Services Sub-Total	\$ 122,590
 SPECIAL SERVICES	
Topographic Design Survey	\$ 10,800
ROW & Easement Metes and Bounds (4 at \$3,220/Ea)	\$ 12,880
Subsurface Utility Engineering Level B	\$ 5,800
Subsurface Utility Engineering Level A	
Test Holes 0’ to 5’ (5 at \$2210/Ea, includes survey & traffic control)	\$ 11,050
Test Holes 5’ to 10’ (5 at \$2665/Ea, includes survey & traffic control)	\$ 13,325
Geotechnical	\$ 11,250
<hr/>	
Special Services Sub-Total	\$ 65,105
 PROJECT TOTAL	
	\$ 187,695

Monthly statements for reimbursable services performed by sub-consultants will be based upon the actual cost to the ENGINEER.

City of Rockwall, Texas

2015 Street Reconstruction
Throckmorton Street



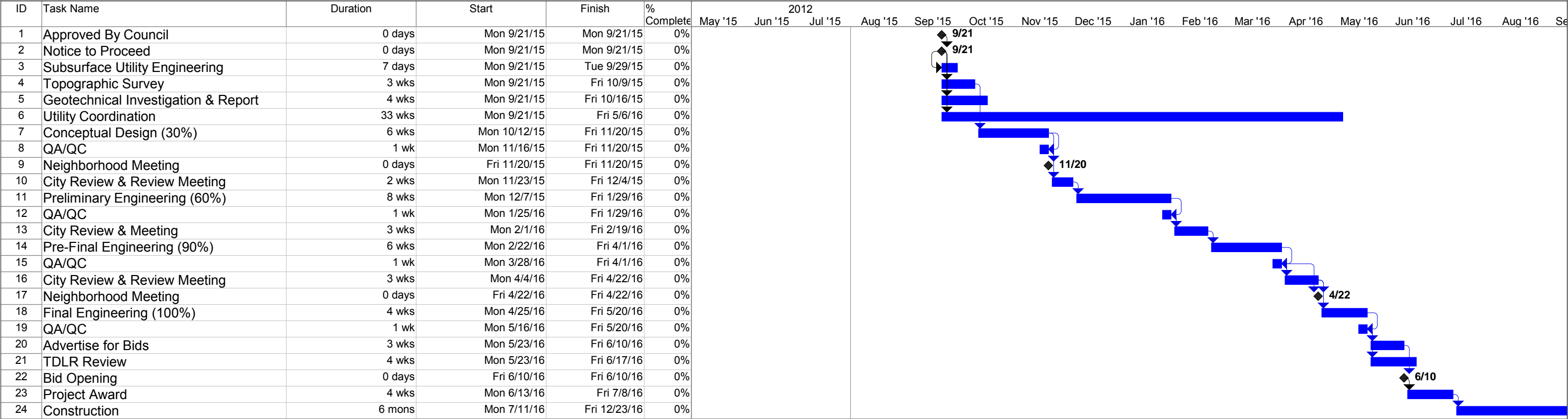
Prepared By: SM
Date: 7/30/2015

STREET RECONSTRUCTION

	Description	Unit	Est. Qty.	Unit Price	Total
1	Mobilization	LS	1	\$ 10,000	\$ 10,000
2	Preparation of Right-Of-Way	STA	9	\$ 1,200	\$ 10,800
3	Sawcut, Remove, & Dispose of Existing Pavement (All Depths, All Types, Including Curb & Gutter where present)	SY	2000	\$ 10	\$ 20,000
4	Remove Existing, Provide Temporary, & Install New Standard Mailboxes & Posts	EA	3	\$ 200	\$ 600
5	Remove Existing, Provide Temporary, & Install New Brick Mailboxes	EA	1	\$ 1,500	\$ 1,500
6	Remove and Replace Street Signs	EA	4	\$ 500	\$ 2,000
7	Unclassified Street Excavation	CY	1500	\$ 20	\$ 30,000
8	Install Reinforced Concrete Paving with 6" Monolithic Curb (6" for estimate)	SY	3250	\$ 60	\$ 195,000
9	Install Lime Treated Subgrade (8" for estimate)	SY	4000	\$ 10	\$ 40,000
10	Hydrated Lime (54 lb/sy for estimate)	TON	110	\$ 175	\$ 19,250
11	Install 6" Reinforced Concrete Paving for Driveways	SY	315	\$ 50	\$ 15,750
12	Install 4" Reinforced Concrete Sidewalk (5' Typical)	SF	8000	\$ 4	\$ 32,000
13	Install Barrier Free Ramp	EA	4	\$ 1,500	\$ 6,000
14	Install 4' Sanitary Sewer Manhole	EA	4	\$ 3,500	\$ 14,000
15	Install 8" PVC Sanitary Sewer Pipe	LF	1000	\$ 40	\$ 40,000
16	Trench Safety	LF	1200	\$ 2	\$ 2,400
17	Install 8" Water Main	LF	200	\$ 40	\$ 8,000
18	Install 8" Water Valve	EA	2	\$ 3,500	\$ 7,000
19	Install Fire Hydrant Assembly	EA	4	\$ 7,500	\$ 30,000
20	Adjust Existing Water Valve Covers and Pads	EA	8	\$ 150	\$ 1,200
21	Adjust Existing Water Meter Boxes	EA	2	\$ 100	\$ 200
22	Adjust Existing Fire Hydrant	EA	2	\$ 550	\$ 1,100
23	Remove Existing Wye Inlet	EA	2	\$ 500	\$ 1,000
24	Install 10' Curb Inlet	EA	4	\$ 5,000	\$ 20,000
25	Install 18" RCP Storm Sewer Pipe	LF	200	\$ 35	\$ 7,000
26	Adjust/replace Existing Steel Fence w/ Masonry Columns	LF	500	\$ 100	\$ 50,000
27	Adjust/replace Existing Stairs	EA	3	\$ 500	\$ 1,500
28	Install Retaining Wall	SF	3500	\$ 40	\$ 140,000
29	Handrail on Retaining Wall	LF	1000	\$ 30	\$ 30,000
29	Install Solid Sod	SY	1500	\$ 7	\$ 10,500
30	Landscape Removal & Replacement	LS	1	\$ 5,000	\$ 5,000
31	Root Barrier	LF	900	\$ 25	\$ 22,500
32	Traffic Control	LS	1	\$ 5,000	\$ 5,000
33	SWPPP	LS	1	\$ 1,500	\$ 1,500
			Subtotal		\$ 780,800
			20% Contingency		\$ 156,160
			Total		\$ 936,960



CITY OF ROCKWALL
2015 STREET RECONSTRUCTION
THROCKMORTON STREET



THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 09/08/2015

APPLICANT: Archie Underwood and Dan Walker

AGENDA ITEM: **P2015-035** (Lot 1 & 2, Block A, Lakeside Veterinary Clinic Add.)

SUMMARY:

Discuss and consider a request by Archie Underwood and Dan Walker for the approval of a replat for Lots 1 & 2, Block A, Lakeside Veterinary Clinic Addition being a replat of two (2) parcels being 2.43-acres of land identified as Lot 1, Block A, Bernice Addition and Lakeside Batting Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 801 & 801B E. IH-30, and take any action necessary.

COMMENTS:

- The objective of the request is to replat two existing subdivisions by creating one 2.43-acre subdivision and two lots for the purpose of establishing a 30-ft cross access easement that will allow traffic to flow from IH-30 and Tubbs Road and vice-versa. The replat will relocate the original lot line between the properties establishing a 1.15-acre lot (Lot 1) and a 1.28-acre (Lot 2).
- 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 August 25, 2015, the Planning and Zoning Commission recommended approval of the request by with staff conditions by a vote of 6 to 0 [One Vacancy].

8/19/2015

City of Rockwall Project Plan Review History

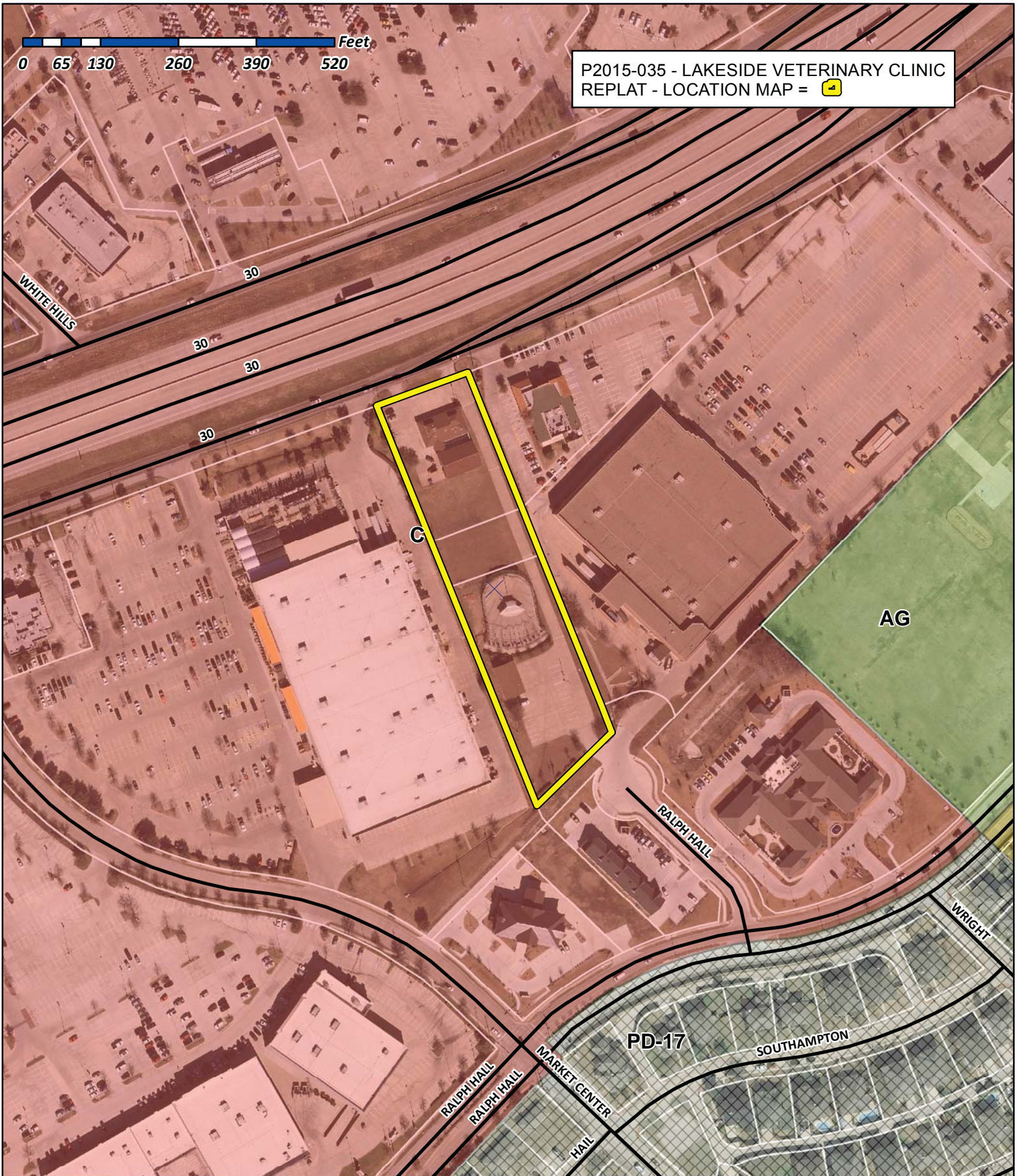


Project Number	P2015-035	Owner	ARCHIE UNDERWOOD/DAN WALKER	Applied	8/14/2015	LM
Project Name	Lakeside Veterinary Clinic	Applicant	ARCHIE UNDERWOOD	Approved		
Type	PLAT			Closed		
Subtype	REPLAT			Expired		
Status	STAFF REVIEW			Status	8/14/2015	LM

Site Address	City, State Zip	Zoning
801 E I30	ROCKWALL, TX	
Subdivision	Tract	Block
BERNICE	1	A
		Lot No
		1
		Parcel No
		3100-000A-0001-00-OR
		General Plan

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	8/14/2015	8/21/2015	8/19/2015	5	APPROVED	
ENGINEERING	Amy Williams	8/14/2015	8/21/2015	8/14/2015		APPROVED	
FIRE	Ariana Hargrove	8/14/2015	8/21/2015	8/19/2015	5	APPROVED	
GIS	Lance Singleton	8/14/2015	8/21/2015				
PLANNING	David Gonzales	8/14/2015	8/21/2015	8/17/2015	3	COMMENTS	See comments

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
<p>Discuss and consider a request by Archie Underwood and Dan Walker for the approval of a replat for Lots 1 & 2, Block A, Lakeside Veterinary Clinic Addition being a replat of two (2) parcels being 2.43-acres of land identified as Lot 1, Block A, Bernice Addition and Lakeside Batting Park Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 801 & 801B E. IH-30, and take any action necessary.</p> <p>The following staff comments are to be addressed and resubmitted no later than Wednesday, September 2, 2015 (four large copies [18" X 24" FOLDED] and one PDF version) for a subsequent review by staff.</p> <ol style="list-style-type: none"> 1. Adherence to all Engineering and Fire Department standards shall be required. 2. Provide a label indicating "Case No. P2015-035" on the lower right corner on all pages of the plat. 3. Change the Lot numbers to reflect the correct numbers for the new subdivision as Lot 1, Block A & Lot 2, Block A 4. Provide a label for the Point of Beginning (POB) on plat. 5. Exterior signage easement not to be within any easements - remove from plat. 6. Cabinet and Slide information adjacent to label "Original Lot Line" needs to be reprinted & legible. 7. Change title block to read as follows: Final Plat,....,Lot 1 and Lot 2, Block A,..., Being a replat of,....,2.43 Acres or 105,747 S.F. (2 Lots) - Verify the acreage total, application states 2.44. 8. Correct Owners Certificate on page 2 to indicate Lakeside Veterinary Clinic, Lot 1 and Lot 2, Block A,.... 9. Correct Approved Signature Block on page 2 to indicate Lakeside Veterinary Clinic, Lot 1 and Lot 2, Block A,.... 10. Correct Notary Certificate at top right corner of page 2 to indicate "Charles Walker." (both certs indicate Archie Underwood) <p>** As a note, this case will be placed on the Consent Agenda for approval by the Planning Commission and City Council; however, staff comments are to be addressed and all revisions resubmitted and approved by staff prior to plat submittal on mylar for filing purposes. **</p>						



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): 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.



OWNER'S CERTIFICATE
(Public Dedication)

STATE OF TEXAS
COUNTY OF ROCKWALL
WHEREAS ARCHIE UNDERWOOD and CHARLES WALKER, BEING THE OWNERS 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 E.P. GAINES CHISUM SURVEY, ABSTRACT NO.
64, City of Rockwall, Rockwall County, Texas, and being all of Lot 1, Block A of BERNICE SUBDIVISION,
an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet A, Side 396 of
the Plat Records of Rockwall County, Texas, and being Lot 1, Block A of LAKESIDE BATTING PARK
ADDITION, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet C,
Side 349 of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the South right-of-way line of Interstate Highway 30, at the
Northwest corner of said Lakeside Bating Park Addition, and also being at the Northwest corner of ROCKWALL
MARKET CENTER EAST, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded
in Cabinet D, Side 189-190 of the Plat Records of Rockwall County, Texas;

THENCE S. 21 deg. 17 min. 31 sec. E. along the common line between said additions, at 245.00 feet pass a
1/2" iron rod found at the Southeast corner of said Bernice Subdivision, and at the Northeast corner of said
Lakeside Bating Park Addition, for a distance of 651.94 feet to a 600 nail found for corner in
the Northwest right-of-way line of Tubbs Road;

THENCE S. 43 deg. 45 min. 00 sec. W. along said right-of-way line, a distance of 171.60 feet to a 1/2" iron
rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" found for corner in the Southwest line of said Lakeside
Bating Park Addition;

THENCE N. 21 deg. 01 min. 32 sec. W. at 478.3 feet pass a 1/2" iron rod found for corner at the Northwest
corner of said Lakeside Bating Park Addition, and the Southwest corner of said Bernice Subdivision, and
continuing for a total distance of 724.14 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS
5034" found for corner in the Southwest right-of-way line of Interstate Highway 30;

THENCE in a Northeasterly direction along a curve to the left having a central angle of 02 deg. 11 min. 49 sec.,
a radius of 2969.72 feet, a tangent of 76.12 feet, a chord of N. 68 deg. 37 min. 35 sec. E. 162.21 feet, along
said right-of-way line, an arc distance of 152.22 feet to the POINT OF BEGINNING and containing 2.45 acres
of land or 105,747 square feet 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 LAKESIDE
VETERINARY CLINIC ADDITION, LOT 3 AND LOT 4, BLOCK A, 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 subdivision 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 its air 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.
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 of 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 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 a 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 exaction's made herein.

ARCHIE UNDERWOOD

CHARLES WALKER

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared ARCHIE UNDERWOOD
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:

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared ARCHIE UNDERWOOD
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:

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 LAKESIDE VETERINARY CLINIC ADDITION,
LOT 3 AND LOT 4, BLOCK A, 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

LAKESIDE VETERINARY CLINIC ADDITION

BEING A REPLAT OF
BERNICE SUBDIVISION AND
LAKESIDE BATTING PARK ADDITION
0.34 ACRES OR 14,740 S.F.
(1 LOT)

CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
SITUATED IN THE E.P. GAINES CHISUM SURVEY,
ABSTRACT NO. 64

OWNER/DEVELOPER:
ARCHIE H. UNDERWOOD
CHARLES WALKER
801 E. I-30, SUITE
ROCKWALL, TEXAS 75087

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

SHEET 2 OF 2

SYMBOL LEGEND	
	Survey Point
	Boundary Line
	Easement
	Right-of-Way
	Water
	Road
	Building
	Fence
	Tree
	Shrub
	Grass
	Sand
	Rock
	Iron Rod
	Nail
	Cap
	Marker

SURVEY DATE: AUGUST 14, 2015
SCALE: 1" = 50' FILE # 20001484-RP
CLIENT: UNDERWOOD

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF ROCKWALL, TEXAS FIRE DEPARTMENT MEMORANDUM



DATE: August 18, 2015
TO: Mayor & City Council Members
FROM: Mark Poindexter, Fire Chief
SUBJECT: Inter-local Agreement with Rockwall County for Fire Protection Service

Background:

Attached you will find the Inter-local Agreement with Rockwall County for fire protection. The agreement covers fires and emergency calls for service within the unincorporated portions of the County. The attached agreement is exactly the same as our current approved agreement for 2014-2015. The amount of revenue provided under this agreement is \$58,250.00.

Request:

Staff is available to answer any questions you may have.

STATE OF TEXAS §
COUNTY OF ROCKWALL §
CITY OF ROCKWALL §

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into by and between the County of Rockwall, Texas, hereinafter referred to as "County" and the City of Rockwall, Texas, hereinafter referred to as "City" or "Rockwall".

WITNESSETH:

WHEREAS, pursuant to §352.001(b)(3) of the Texas Local Government Code, a county is authorized to execute interlocal agreements with any city, town or village within such county to provide fire protection services to the citizens of any such county residing outside the corporate limits of any city, town or village; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City is authorized to execute interlocal agreements with a county to provide governmental services and functions such as fire protection; and

WHEREAS, the City is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

WHEREAS, the County desires to obtain such services for its citizens residing in unincorporated areas of the County, and the City is willing to provide such services as hereinafter set forth and provided.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. That the recitals set forth above are true and correct and incorporated herein.

Section 2. Definitions. The following words shall have the following meanings when used in this Agreement:

- a) "Call" means each response by the City of Rockwall Fire Department to rescues, auto accidents, actual fire, false alarms, fires to be found extinguished on arrival of the City's fire unit or units, potential fire situations or emergencies.

- b) "Chief Administrative Officer" means the Mayor or City Manager of the City.
- c) "District" means the area within the boundaries of Rockwall County, Texas, for which the City of Rockwall Fire Department has permanent responsibility for first alarm response to fires in such district. This includes Public Protected Classification, outside protected areas, and Fire Districts defined by the Texas Department of Insurance.
- d) "Employed" means a fire fighter who is paid a salary by the City, or volunteer fire fighter.
- e) "Fire Chief" means the Fire Chief of the City or his duly authorized designees.
- f) "Fire Fighter" means a fire fighter of the City.
- g) "Requesting Party" means the entity requesting fire protection assistance from the City for fire services for residents of the County, but not living within any city's incorporated limit.

Section 3. The parties hereto hereby agree that the City will provide fire equipment and services to points in the County which are outside the corporate limits of any city in the County, but inside the boundary limits known as First Alarm County District for the City. Areas outside such boundary shall be known as the Second Alarm County District for the City, and a closer fire department shall be notified for first response.

Section 4. In consideration of such service, the County will pay to the City the sum of Fifty-Eight Thousand Two Hundred and Fifty (58,250.00) dollars for calls outside the corporate limits of any city in the County subject to annual funding approval by the Rockwall County Commissioner's Court during the regular budget process. Said payment shall be made on an annual basis upon written request from the City to the Rockwall County Auditor and will be payable within thirty (30) days after receipt of such, by the Auditor's Office.

Section 5. County hereby gives and grants to the City full and complete authority to operate its fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places.

Section 6. City shall, at its own cost and expense, purchase and keep in force at all times insurance for the minimum amount of liability under the Texas Tort Claims Act. City agrees to provide copies of such policy or policies of insurance and/or other evidence satisfactory to the County Auditor of Rockwall County, Texas.

Section 7. The Fire Chief shall be the sole judge of the amount and type of equipment and number of personnel dispatched to calls made pursuant to this Agreement. Said Fire Chief, or his designee, shall be in charge of the firefighting techniques used in response to any calls.

For each call made pursuant to this Agreement, the Fire Chief shall prepare a report showing the date, location, and description of the call. True copies of such reports shall be on file with the Fire Chief and available for review by the County Auditor or Commissioner's Court of the County.

Section 8. City hereby agrees to render services to other Fire Districts within the County if backup emergency assistance is requested. The City's fire fighters shall report to the Requesting Party's Officer In Control at the location to which they have been assigned, and shall be under the command of the Requesting Party's Fire Chief and will be released when their services are no longer required.

Calls for assistance may be aborted only by (1) another Fire Department at the scene; (2) an officer of the Sheriff's Department at the scene; (3) a State Department of Public Safety Officer at the scene; (4) the responding department's Fire Chief or designee; (5) or Dispatch.

Section 9. While any fire fighter, regularly employed as such by the City, is in the service of the Requesting Party, such fire fighter shall be a fire fighter of the Requesting Party and be under the command of the Requesting Party's Chief, with all the powers of a regular fire fighter of the Requesting Party, as fully as if such fire fighter were within the territorial limits of the governmental entity where such fire fighter is regularly employed. A fire fighter's qualifications for employment by the governmental entity by which he or she is regularly employed shall constitute such fire fighter's qualifications for such position within the territorial limits of the Requesting Party, and no other oath, bond or compensation need be made.

Section 10. Each party to this Agreement expressly waives the right to recovery from the other party for reimbursement of wages, disability, pension payments, damages to equipment and clothing, medical expenses, travel, food and lodging expenses.

Section 11. Any fire fighter or other person who is assigned, designated or ordered by the Fire Chief of the party which regularly employs such, to perform duties pursuant to this Agreement, shall receive the same wages, salary, pension, compensation and all other rights for such service, including injury benefits, death benefits, and worker's compensation benefits, as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed. Moreover, all wage and disability payments, including worker's compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging, shall be paid by the party which regularly employs such person in the same manner as if the service had been rendered within the territorial limits of the party where such fire fighter is regularly employed.

Section 12. In the event that any person performing fire fighting services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such fire fighter shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of such person's

duties as a member of the department where and in the jurisdiction of the party where such person is regularly employed.

Section 13. Each party to this Agreement expressly waives all claims against the other party for compensation arising from loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Section 14. Third party claims against parties hereto shall be governed by the Texas Tort Claims Act or other appropriate statutes, charters and ordinances of the parties.

Section 15. It is expressly understood and agreed that by executing this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it, against claims arising in the exercise of governmental powers and functions.

Section 16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 17. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. Venue shall be in Rockwall County, Texas.

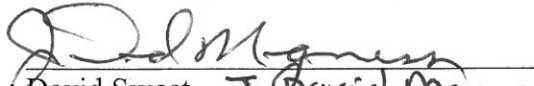
Section 18. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity or illegality shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not render the entire Agreement invalid.

Section 19. This Agreement constitutes the entire Agreement and understanding between parties. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

Section 20. This Agreement shall become effective as of October 1, 2015 and shall continue through September 30, 2016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies.

COUNTY OF ROCKWALL, TEXAS


~~David Sweet~~ J. David Magness
County Judge pro tem

CITY OF ROCKWALL, TEXAS

Jim Pruitt, Mayor

Fire Chief

THIS PAGE INTENTIONALLY LEFT BLANK



1701 Airport Road
Rockwall, Texas 75087
Ph: 972.771.0151
E-Mail: tparks@texasaircenter.com

Council Members and Mayor;

On August 17th I met with the airport advisory committee to discuss Texas Air Center's request to modify the operating hours of the FBO. It is my understanding that each of you have been provided fuel sales data detailing fuel sales for each Sunday dating back to April 1st of 2014. The data depicts gross margin dollars and labor costs for each Sunday and highlights a loss of approximately \$8300.00 directly attributable to historical and present day demand for services provided on Sundays. Additionally it should be noted that the airport faces low demand for line services in general as detailed in the annual report submitted to council in April of 2015. Given the low demand for line services we are requesting that you approve changes to the FBO operating hours as follows;

Monday through Friday - change opening time from 7:00 AM to 8:00 AM and closing time from 7:00 PM to 5:00 PM

Saturday - Change opening time from 7:00 AM to 8:00 AM and closing time from 7:00 PM to 4:00 PM.

Sunday - We currently open at 7:00 AM and close at 7:00 PM. We are requesting that the FBO be closed on Sundays.

The airport will remain open to air traffic and, if the council wishes, we can also provide access to the terminal on a 24 hour basis through the installation of coded locks. This would actually increase based and transient user's access to the terminal lobby, restrooms and flight planning facilities. Security would continue to be provided by the Rockwall police department and our recommendation would be to request additional drive through patrols of the airport at random times during the evening. To date we have not had problems with theft or vandalism at the airport. The cost to the city for the proposed changes to the FBO operating hours would be minimal and within budgeted amounts for airport facility repairs. These costs would include the installation of the coded locks which run anywhere from \$125.00 to \$200.00 each plus installation. Higher end commercial locks are available as well but at substantially more cost.

Texas Air Center's staff have worked diligently to provide the flying public with the best possible support. Based on current demand the changes we are proposing will have substantially no impact on user's ability to operate into and out of the airport. If approved the changes will be announced to airport tenants by e-mail and mailed correspondence detailing the new hours. Customers will be encouraged to make



arrangements for fuel before hand if they anticipate departing outside the proposed operating hours. For those needing fuel after hours we will provide call out services on a fee basis.

Our business and the general aviation industry as a whole face significant challenges. A relatively flat economy, low oil prices, weather, and operating costs all play a role in the industry's profitability. We will survive by insuring that our operating expenses are kept as low as possible while maintaining the highest levels of service possible. Your approval of this request will help insure that Texas Air Center remains financially stable and able to meet the expectations of airport users and city management for the remainder of the FBO contract. If I can answer any questions or address any concerns please let me know. We are eager to provide each council member the information they need to make decisions regarding the airports operation and future use.

Bets Regards,

Todd Parks
Managing Partner

Texas Air Center, LLC
Sunday Sales Data
Apr 2014 - July 2015

Date	Gross Profit	Lost Profit (If Closed On Sunday)	Labor Cost	Daily Profit/ (Loss)
April 6, 2014	\$82.58	\$36.08	\$144.00	(107.92)
April 13, 2014	\$0.00	\$0.00	\$144.00	(144.00)
April 20, 2014	\$0.00	\$0.00	\$144.00	(144.00)
April 27, 2014	\$28.28	\$0.00	\$144.00	(144.00)
May 4, 2014	\$34.34	\$34.34	\$144.00	(109.66)
May 11, 2014	\$48.18	\$0.00	\$144.00	(144.00)
May 18, 2014	\$86.36	\$25.96	\$144.00	(118.04)
May 25, 2014	\$100.70	\$16.36	\$144.00	(127.64)
June 1, 2014	\$157.97	\$107.07	\$144.00	(36.93)
June 8, 2014	\$63.33	\$14.14	\$144.00	(129.86)
June 15, 2014	\$49.69	\$49.69	\$144.00	(94.31)
June 22, 2014	\$108.12	\$33.89	\$144.00	(110.11)
June 29, 2014	\$46.36	\$46.36	\$144.00	(97.64)
July 6, 2014	\$152.93	\$0.00	\$144.00	(144.00)
July 13, 2014	\$80.43	\$18.38	\$144.00	(125.62)
July 20, 2014	\$91.67	\$14.70	\$144.00	(129.30)
July 27, 2014	\$78.54	\$28.98	\$144.00	(115.02)
August 3, 2014	\$76.34	\$64.79	\$144.00	(79.21)
August 10, 2014	\$0.00	\$0.00	\$144.00	(144.00)
August 17, 2014	\$134.93	\$110.67	\$144.00	(33.33)
August 24, 2014	\$60.59	\$37.28	\$144.00	(106.72)
August 31, 2014	\$148.71	\$93.06	\$144.00	(50.94)
September 7, 2014	\$49.77	\$49.77	\$144.00	(94.23)
September 14, 2014	\$16.80	\$0.00	\$144.00	(144.00)
September 21, 2014	\$19.53	\$0.00	\$144.00	(144.00)
September 28, 2014	\$39.06	\$0.00	\$144.00	(144.00)
October 5, 2014	\$57.54	\$42.74	\$144.00	(101.26)
October 12, 2014	\$64.58	\$42.11	\$144.00	(101.89)
October 19, 2014	\$89.04	\$0.00	\$144.00	(144.00)
October 26, 2014	\$131.88	\$0.00	\$144.00	(144.00)
November 2, 2014	\$55.55	\$0.00	\$144.00	(144.00)
November 9, 2014	\$60.38	\$0.00	\$144.00	(144.00)
November 16, 2014	\$76.02	\$0.00	\$144.00	(144.00)
November 23, 2014	\$0.00	\$0.00	\$144.00	(144.00)
November 30, 2014	\$0.00	\$0.00	\$144.00	(144.00)
December 7, 2014	\$160.00	\$17.70	\$144.00	(126.30)
December 14, 2014	\$0.00	\$0.00	\$144.00	(144.00)
December 21, 2014	\$139.50	\$0.00	\$144.00	(144.00)
December 28, 2014	\$69.09	\$19.64	\$144.00	(124.36)
January 4, 2015	\$128.15	\$53.38	\$144.00	(90.62)
January 11, 2015	\$0.00	\$0.00	\$144.00	(144.00)
January 18, 2015	\$87.79	\$21.11	\$144.00	(122.89)
January 25, 2015	\$98.28	\$0.00	\$144.00	(144.00)
February 1, 2015	\$0.00	\$0.00	\$144.00	(144.00)
February 8, 2015	\$130.39	\$68.36	\$144.00	(75.64)
February 15, 2015	\$85.54	\$39.78	\$144.00	(104.22)
February 22, 2015	\$0.00	\$0.00	\$144.00	(144.00)
March 1, 2015	\$0.00	\$0.00	\$144.00	(144.00)
March 8, 2015	\$0.00	\$0.00	\$144.00	(144.00)
March 15, 2015	\$113.91	\$43.43	\$144.00	(100.57)
March 22, 2015	\$96.90	\$10.32	\$144.00	(133.68)
March 29, 2015	\$150.10	\$105.00	\$144.00	(39.00)
April 5, 2015	\$44.36	\$44.36	\$144.00	(99.64)
May 12, 2015	\$0.00	\$0.00	\$144.00	(144.00)
April 19, 2015	\$89.27	\$58.30	\$144.00	(85.70)
April 26, 2015	\$88.70	\$0.00	\$144.00	(144.00)
May 3, 2015	\$211.35	\$74.59	\$144.00	(69.41)
May 10, 2015	\$0.00	\$0.00	\$144.00	(144.00)
May 17, 2015	\$0.00	\$0.00	\$144.00	(144.00)
May 24, 2015	\$34.71	\$0.00	\$144.00	(144.00)
May 31, 2015	\$70.47	\$0.00	\$144.00	(144.00)
June 7, 2015	\$71.43	\$16.88	\$144.00	(127.12)
June 14, 2015	\$18.27	\$18.27	\$144.00	(125.73)
June 21, 2015	\$0.00	\$0.00	\$144.00	(144.00)
June 28, 2015	\$37.53	\$0.00	\$144.00	(144.00)
July 5, 2015	\$175.05	\$125.46	\$144.00	(18.54)
July 12, 2015	\$46.62	\$21.87	\$144.00	(122.13)
July 19, 2015	\$93.96	\$93.96	\$144.00	(50.04)
July 26, 2015	\$67.95	\$0.00	\$144.00	(144.00)
Totals	\$4,599.53	\$1,698.78	\$9,936.00	(5,237.22)

THIS PAGE INTENTIONALLY LEFT BLANK

Casey, Jacky

Subject: FW: Meeting Request

-----Original Message-----

From: Jim Smith

Sent: Friday, September 04, 2015 11:27 AM

To: Crowley, Rick

Cc: Smith, Mary; Griggs, Brad; Cole, Kristy; Perez, Laura

Subject: Re: Meeting Request

Yes, please setup the "appointment" for the council meeting.

Sent from my iPhone

> On Sep 4, 2015, at 11:11 AM, Crowley, Rick <RCrowley@rockwall.com> wrote:

>

> Mr. Smith

>

> Mayor Pruitt indicated that you may want an appointment item on the City Council agenda to discuss drones. If so, do you want that to be at the meeting next Tuesday evening? Since I am out of the office today, if you want an appointment item please let us know by "reply all". So that we can get it on the agenda.

>

> Thanks,

> Rick

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Mary Smith, Assistant City Manager
DATE: September 3, 2015
SUBJECT: Fiscal Year 2016 Ad Valorem Taxes and Proposed Budget

The Council held the budget work session on August 31 and reviewed the Proposed FY16 Budget in detail. The Proposed budget includes the following highlighted items, which will be covered in the staff commentary prior to the Public Hearing.

- 4 additional personnel including Public Relations/Marketing Manager, a Dispatcher, part-time Bailiff and a part time AP Clerk.
- \$1million dollars in street repair materials
- Equipment used for Street Maintenance totaling more than \$400,000
- Fire Department equipment including full replacement of SCBA airpaks and replacement of a Pumper
- Youth Explorer Program in the Police Department and other organizational changes in the department which will enhance community connections

Prior to adoption of the budget, the Charter requires a public hearing. The budget is based on the Effective Tax rate so additional public hearings are not required although the tax rate itself is certainly a subject that may be discussed during the Public Hearing.

STAR Transit

Funding for STAR Transit is still left to be determined in the proposed budget. We were told as much as \$177,000 would be needed from City of Rockwall during the second 6 months of the budget year but after further talks with our consultants and the County having had discussions with STAR this may significantly lower. That information is still being developed and will be presented at the work session on Tuesday.

Fire Department

At the close of the budget work session, management staff was asked to consider how the Fire Department overtime might be impacted by the addition of 1 – 2 – 3 additional firefighters as were requested and disapproved in the budget. As proposed, the additional firefighters would increase the minimum staffing in a fire station and cause an increase in overtime in order to cover shifts when one of them was off duty for any reason. Current firefighter shifts, which are all considered in minimum staffing, are filled with either part time or full time staff on overtime when someone is off for a day

After review and meeting with Chief Poindexter and Battalion Chief Merritt, we were able to determine that 3 new firefighters could be added with a corresponding reduction of overtime of approximately \$130,000. We can achieve overtime savings if we do not add to the new firefighters to minimum staffing and assume each new firefighter is assigned to A-B-C shifts to then cover days off for other firefighters who are included in minimum staff and for which we currently pay overtime to cover their days off. Each new firefighter would not be assigned to a particular station but would instead float between stations to fill open shifts. On those days when no other firefighters were off then the new person would be an additional firefighter on duty. Best case scenario this could be as much as 1/3 of the time. The budget proposal was \$295,614 and the calculated best-case reduction of overtime is \$130,000 leaving a net cost to be funded of \$165,000 for 3 firefighters, which includes \$27,000 of first year cost such as recruiting and equipment.

Conclusions

As the proposed budget was prepared, we left approximately \$240,000 of current revenues unallocated in order to address any proposals, which might merit funding and arise during the process of budget consideration.

Council will need to hold the Public Hearing and provide staff direction on the above Fire Department and STAR Transit items.

The proposed budget will be considered for adoption at the September 21st meeting.



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley – City Manager
FROM: Brad Griggs – Assistant City Manager
DATE: September 4, 2015
SUBJECT: Fire Department Call Volume

In an effort to provide the City Council with additional information that may be considered with the adoption of the FY 15-16 budget, the following data was collected from the CAD (Computer Aided Dispatch) system regarding the number and type of call runs made from each of the four fire stations. The time period for the data collected was June 24, 2014 through June 24, 2015.

Call Runs:

The fire department responded to close to 1,000 calls per year and approximately 50% of the calls have more than one station responding. During the period from which the data was collected, the call volume corresponded to 1,475 station runs. Copies of the Station Runs by Incident Type has been attached for each station and the total for all stations

Station 1: Station 1 made the most runs of the four stations with 540 station runs. This equates to 1.48 runs per 24 hour shift.

Station 2: Station 2 made 424 runs for the 12 month period and is the second busiest station. Station 2 personnel responded to an average of 1.16 calls per 24 hour shift.

Station 3: Station 3 made 253 runs between June 2014 and June of 2015. On average, Station 2 personnel made .69 runs per 24 hour shift or roughly 2 runs every three 24 shifts.

Station 4: Station 4 numbers are equal to Station 3 numbers with 253 runs during the same time period. Station personnel can expect to make two runs every three 24 hour shifts.

Total: Between the four stations, there were 1,475 station runs based on roughly 1,000 calls averaging 4 runs per day between the four stations.

Call Types:

When examining the Station Runs by Incident Type data, of the 1,475 station runs, a sampling of the type of calls and the number during the 12 month period are reflected below:

Public Service/Non-Paged	130
No Incident Found on Arrival	58
Dispatched and cancelled Enroute	51
Alarm System Activated/No Fire	120
Detector Activated/No Fire	20
Smoke Detector Activated/No Fire	79
Smoke Detector Activation Malfunction	58
False Alarm/False Call	29
Building Fire	24
Grass Fire	29

It is important to remember that the fire department's value cannot be judged solely on the type and volume of calls that are directed towards them. The value must include the "readiness factor" which is the ability to handle a situation with the available resources such as manpower and equipment and other factors such as communication tools, water availability and mutual aid agreements. We are very fortunate to have a well trained group of volunteers/part time firefighters that provide assistance to our full time staff when the need arises.



Station Runs By Incident Type



City of Rockwall
The New Frontier

Print Date/Time: 06/24/2015 09:23

Login ID: rck\fdunlop

Station: *All

From Year: 2014

To Year: 2015

Incident Type: *All

Rockwall Fire Department
FDID Number: TX504

Type of Situation Found	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Invalid or No Value Entered	0	1	1	0	1	2	2	3	0	0	2	1	13
Public service - Non paged	16	15	10	10	16	13	7	3	4	10	19	7	130
No incident found on arrival	12	8	3	6	4	8	3	1	2	5	2	4	58
Motor vehicle acc with no	0	0	1	0	1	4	0	0	0	0	0	0	6
Authorized controlled burning	2	2	2	1	2	0	2	0	0	1	0	1	13
Dispatched & canceled enroute	3	8	9	5	7	7	1	3	4	1	1	2	51
Good intent call, other	0	0	1	0	0	0	0	0	0	0	1	0	2
Unauthorized burning	1	0	0	0	2	1	2	0	0	1	0	0	7
Public service	10	6	7	9	15	9	2	6	1	3	1	2	71
Police matter	0	1	0	0	0	0	0	0	0	0	0	0	1
Assist police or oth gov agncy	14	20	23	15	14	15	5	8	5	4	4	9	136
Public service assistance, oth	4	0	2	1	5	1	0	0	0	0	3	1	17
Smoke or odor removal	2	0	1	0	0	0	1	0	0	0	1	0	5
Water evacuation	0	0	0	0	0	0	0	1	0	0	0	0	1
Lock-out	0	2	0	0	0	1	0	0	0	0	0	0	3
Person in distress, other	0	0	0	0	0	0	0	0	0	0	1	0	1
Vehicle acc, general cleanup	0	0	0	0	0	0	0	0	0	0	1	0	1
Aircraft standby	0	0	0	0	0	1	0	0	0	0	0	0	1
Arcing, shorted elect equip	4	1	2	1	0	2	0	0	2	5	0	1	18
Power line down	4	2	3	11	9	6	3	2	0	12	2	0	54
Overheated motor	2	2	0	1	1	0	1	0	0	0	0	2	9
Heat from short circuit wiring	0	1	0	0	0	0	1	0	1	0	0	0	3
Electrical wiring/equipment pr	1	0	0	1	2	1	0	1	0	1	1	0	8
Radioactive condition, other	0	0	0	0	0	0	0	0	1	0	0	0	1
Carbon monoxide incident	0	1	0	0	0	0	0	0	0	2	0	0	3
Chemical spill or leak	0	0	0	0	0	1	0	0	0	0	0	0	1



City of Rockwall
The New Horizon

Login ID: rck\fdunlop

Station: *All

From Year: 2014

To Year: 2015

Incident Type:

Rockwall Fire Department
FDID Number: TX504

[illegible]



Station Runs By Incident Type

Station: * All

*All

Incident Type:

FDID Number: TX504

Lightning strike (no fire)	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0
Medical assist,assist EMS crew	4	2	2	1	2	1	3	0	0	2	1	0	1	2	20
Rescue, EMS incident, other	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Fireworks explosion (no fire)	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Dumpster or oth outside trash	2	2	2	0	0	0	0	0	0	0	0	1	0	1	8
Outside rubbish, trash ,waste	1	0	1	0	1	0	0	0	0	0	1	1	0	0	5
OTHER Outside rubbish fire	2	0	1	0	1	1	1	0	0	0	0	0	1	0	6
Grass fire	5	4	2	2	2	3	2	2	2	2	2	2	2	1	29
Brush or brush-and-grass mix	2	0	0	2	1	0	1	0	1	0	0	0	1	1	8
Self-propelled mtr home or rec	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Water vehicle fire	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Road freight transprt veh fire	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Passenger vehicle fire	3	1	2	0	2	2	1	1	1	1	1	0	0	0	14
Fire mobile home fixed resd	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Other-Fire mobile prop fixed str	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Trash or rubbish fire, contain	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Fuel burner/boiler malf conf.	0	0	0	0	0	1	0	0	0	0	0	0	1	0	2
Cooking fire,confined	2	1	1	0	0	0	0	0	0	0	1	0	1	1	7
Fires struct oth than in bldg	0	0	0	1	0	0	0	0	0	0	1	1	0	0	3
Building fire	5	3	4	1	4	2	0	0	1	1	1	0	0	2	24
Gas leak natural gas or LPG	7	4	6	7	6	7	3	3	6	1	1	1	6	6	60
Gasoline or oth flammable liqu	0	1	1	1	1	1	2	2	1	2	1	2	1	1	14
Watercraft rescue	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Swift water rescue	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Water & ice-related rescue,oth	0	0	0	0	0	3	1	0	1	1	0	0	0	0	5
Reml of vic(s) stalled elev	2	0	3	0	1	0	0	0	1	1	2	2	0	0	11
Extraction of vict from veh	0	1	0	0	2	2	1	1	0	0	0	0	0	0	6





Station Runs By Incident Type



City of Rockwall
The New Frontier

Print Date/Time: 06/24/2015 09:29

Login ID: rck\fdunlop

Station: Rockwall 1

From Year: 2014

To Year: 2015

Incident Type: *All

Rockwall Fire Department
FDID Number: TX504

Type of Situation Found	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Invalid or No Value Entered	0	1	0	0	1	1	0	0	0	0	0	0	3
Public service - Non paged	7	6	4	4	3	4	4	1	0	5	10	3	51
No incident found on arrival	5	4	1	1	2	5	1	0	1	2	1	1	24
Motor vehicle acc with no	0	0	0	0	0	3	0	0	0	0	0	0	3
Authorized controlled burning	0	0	2	0	0	0	0	0	0	1	0	0	3
Dispatched & canceled enroute	0	3	2	3	3	3	0	0	1	1	0	1	17
Good intent call, other	0	0	0	0	0	0	0	0	0	0	1	0	1
Unauthorized burning	0	0	0	0	1	1	1	0	0	0	0	0	3
Public service	2	1	5	4	6	3	1	2	0	2	1	0	27
Police matter	0	1	0	0	0	0	0	0	0	0	0	0	1
Assist police or oth gov agency	4	13	11	4	3	4	2	3	2	1	2	5	54
Public service assistance, oth	0	0	0	0	0	0	0	0	0	0	1	0	1
Smoke or odor removal	1	0	0	0	0	0	1	0	0	0	0	0	2
Lock-out	0	1	0	0	0	0	0	0	0	0	0	0	1
Person in distress, other	0	0	0	0	0	0	0	0	0	0	1	0	1
Aircraft standby	0	0	0	0	0	1	0	0	0	0	0	0	1
Arcing, shorted elect equip	2	0	1	1	0	1	0	0	1	1	0	1	8
Power line down	2	1	2	2	5	3	2	1	0	3	1	0	22
Overheated motor	1	0	0	0	0	0	0	0	0	0	0	1	2
Heat from short circuit wiring	0	0	0	0	0	0	1	0	0	0	0	0	1
Electrical wiring/equipment pr	0	0	0	1	1	0	0	1	0	0	0	0	3
Carbon monoxide incident	0	1	0	0	0	0	0	0	0	0	0	0	1
Chemical spill or leak	0	0	0	0	0	1	0	0	0	0	0	0	1
Oil or other combustible liq	0	0	0	0	0	0	0	0	0	0	1	0	1
Carbon monoxide detector act	0	0	0	0	0	1	0	0	0	0	0	0	1
Alarm sys act, no fire Uninten	5	1	3	6	12	11	1	0	1	4	3	2	49



Station Runs By Incident Type



City of Rockwall
The New Frontier

Print Date/Time: 06/24/2015 09:29

Login ID: rcklfdunlop

Station: Rockwall 1

From Year: 2014
To Year: 2015
Incident Type: *All

Rockwall Fire Department
FDID Number: TX504

Detector act, no fire -uni	0	1	0	0	0	1	0	0	0	1	0	3	0	0	6
Smoke detector activate, no fi	5	6	3	2	1	1	0	0	0	0	0	1	3	4	26
Extinguishing system act.	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Sprinkler activate, no fire -	0	1	1	0	1	0	0	0	0	0	0	0	1	0	4
Unintentional trans. of alarm	1	0	1	0	1	1	1	0	0	0	1	1	0	0	7
CO detector act due to malf	2	3	2	2	0	0	0	0	0	0	0	0	0	0	9
Alarm system sounded malfun	4	2	4	1	4	4	4	1	1	3	2	3	2	0	31
Heat detector activation malf	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Smoke detector act. malf.	6	1	2	0	0	0	1	0	0	2	1	0	0	0	13
Sprinkler action due to malf	2	2	1	0	0	1	0	0	0	0	0	0	0	0	6
System malfunction, other	0	0	0	1	0	1	0	0	0	0	0	0	0	1	3
Central station, mal false alm	0	0	0	1	0	0	0	0	0	0	0	1	0	0	2
False alarm or false call, othe	1	1	1	1	3	3	1	0	1	1	0	1	0	0	14
HazMat release investigation	0	1	6	3	1	0	0	0	0	0	0	1	0	0	12
Smoke from BBQ, tar kettle	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2
Steam, vapor, fog or dust thou	0	1	0	1	3	0	0	1	0	0	0	0	1	0	7
Smoke scare, odor of smoke	4	2	2	3	2	1	1	1	1	0	0	0	2	1	21
Medical assist, assist EMS crew	3	2	2	1	1	1	0	0	0	1	0	0	1	0	12
Fireworks explosion (no fire)	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Dumpster or oth outside trash	0	0	1	0	0	0	0	0	0	0	0	1	0	0	2
Grass fire	1	1	0	0	0	1	1	0	0	0	0	0	0	0	4
Brush or brush-and-grass mix	1	0	0	0	0	0	0	0	0	0	0	0	1	0	2
Passenger vehicle fire	2	0	1	0	0	1	0	0	0	0	0	0	0	0	5
Other-Fire mobile prop fixed str	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Trash or rubbish fire, contain	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Fuel burner/boiler malf conf.	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2
Building fire	3	1	3	0	1	1	0	0	0	1	0	1	0	0	12

Page: 2 of 3



Station Runs By Incident Type



City of Rockwall
The New Tradition

Print Date/Time:	06/24/2015 09:29	From Year:	2014	Rockwall Fire Department									
Login ID:	rck\fdunlop	To Year:	2015	FDID Number: TX504									
Station:	Rockwall 1	Incident Type:	*All										
Gas leak natural gas or LPG	3	3	2	4	2	4	1	0	2	3	28		
Gasoline or oth flammable liqu	0	1	1	0	1	1	2	1	0	0	8		
Water & ice-related rescue, oth	0	0	0	0	0	1	0	0	0	0	1		
Reml of vic(s) stalled elev	2	0	2	0	0	0	2	0	0	0	6		
Extrication of vict from veh	0	1	0	1	0	0	0	0	0	0	4		
Extrication, rescue, other	0	0	0	0	0	0	0	0	1	0	1		
Motor vehicle acc with inj	1	0	0	0	0	0	1	0	0	0	2		
EMS call excluding vehicle acc	0	0	1	0	0	0	0	0	0	0	1		
GRAND TOTALS	70	64	67	47	57	67	20	37	39	24	540		



Station Runs By Incident Type



City of Rockwall
The New Horizon

Print Date/Time: 06/24/2015 09:30
Login ID: rok\fdunlop
Station: Rockwall 2
From Year: 2014
To Year: 2015
Incident Type: *All
Rockwall Fire Department
FDID Number: TX504

Type of Situation Found	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Invalid or No Value Entered	0	0	0	0	0	0	1	1	0	0	0	1	3
Public service - Non paged	6	5	2	5	8	7	0	2	4	4	5	2	50
No incident found on arrival	0	1	1	4	1	1	2	1	1	2	1	1	16
Motor vehicle acc with no	0	0	0	0	1	1	0	0	0	0	0	0	2
Authorized controlled burning	0	0	0	0	1	0	0	0	0	0	0	1	2
Dispatched & canceled enroute	2	3	3	2	2	2	1	2	1	0	0	0	18
Good intent call, other	0	0	1	0	0	0	0	0	0	0	0	0	1
Public service	3	2	1	1	5	2	0	0	1	0	0	1	16
Assist police or oth gov agency	5	3	5	3	7	10	0	2	2	1	1	2	41
Public service assistance, oth	0	0	1	0	1	1	0	0	0	0	0	0	3
Smoke or odor removal	1	0	0	0	0	0	0	0	0	0	1	0	2
Water evacuation	0	0	0	0	0	0	0	1	0	0	0	0	1
Lock-out	0	0	0	0	0	1	0	0	0	0	0	0	1
Vehicle acc, general cleanup	0	0	0	0	0	0	0	0	0	0	1	0	1
Arcing, shorted elect equip	2	1	1	0	0	1	0	0	1	4	0	0	10
Power line down	0	1	0	5	1	1	0	0	0	6	1	0	15
Overheated motor	0	1	0	1	1	0	1	0	0	0	0	1	5
Heat from short circuit wiring	0	1	0	0	0	0	0	0	0	0	0	0	1
Electrical wiring/equipment pr	0	0	0	0	0	1	0	0	0	1	1	0	3
Radioactive condition, other	0	0	0	0	0	0	0	0	1	0	0	0	1
Carbon monoxide incident	0	0	0	0	0	0	0	0	0	1	0	0	1
Carbon monoxide detector act	0	0	0	0	0	0	0	1	0	0	0	0	1
Alarm sys act, no fire Uninten	2	1	4	4	4	2	1	2	4	0	0	4	28
Detector act, no fire -uni	3	0	2	1	0	1	0	1	0	0	0	0	8
Smoke detector activate, no fi	3	3	4	1	4	1	2	0	0	1	1	3	23
Extinguishing system act.	0	0	0	0	0	1	0	0	0	0	1	0	2

City of Rockwall
The New Horizon

Station Runs By Incident Type

Login ID: rck\fdunlop

Station: Rockwall 2

From Year: 2014

To Year: 2015

Incident Type:

Rockwall Fire Department
FDID Number: TX504

[illegible]



Login ID: rck\fdunlop
Station: Rockwall 2

To Year:
Incident Type:

Rockwall Fire Department
FDID Number: TX504

	54	35	39	37	62	51	21	21	26	28	21	29	424
GRAND TOTALS	54	35	39	37	62	51	21	21	26	28	21	29	424
Building fire	0	1	0	1	2	1	0	0	0	0	0	1	6
Gas leak natural gas or LPG	0	0	1	1	2	1	0	0	0	0	1	1	7
Gasoline or oth flammable liqu	0	0	0	0	0	0	0	0	0	0	0	1	1
Watercraft rescue	0	0	1	0	0	0	0	0	0	0	0	0	1
Swift water rescue	0	0	0	0	0	1	0	0	0	0	0	0	1
Water & ice-related rescue,oth	0	0	0	0	3	1	0	0	0	0	0	0	4
Reml of vic(s) stalled elev	0	0	1	0	1	0	0	0	1	2	0	0	5
Extrication of vict from veh	0	0	0	0	0	0	1	0	0	0	0	0	1
Extrication, rescue, other	0	1	0	0	0	0	0	0	1	0	0	0	2
Lock-in (if lock out use 511)	0	0	0	0	0	1	0	0	0	0	0	0	1
Motor vehicle acc with inj	0	0	0	1	0	1	1	0	0	2	2	0	7



Station Runs By Incident Type



City of Rockwall
The New Frontier

Print Date/Time: 06/24/2015 09:30

Login ID: rck\fdunlop

Station: Rockwall 3

From Year: 2014

To Year: 2015

Incident Type: *All

Rockwall Fire Department
FDID Number: TX504

Type of Situation Found	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Public service - Non paged	2	3	2	1	4	2	1	0	0	1	3	2	21
No incident found on arrival	2	1	1	0	0	0	0	0	0	1	0	0	5
Motor vehicle acc with no	0	0	1	0	0	0	0	0	0	0	0	0	1
Authorized controlled burning	2	2	0	1	1	0	2	0	0	0	0	0	8
Dispatched & canceled enroute	1	1	2	0	1	1	0	1	1	0	1	1	10
Unauthorized burning	1	0	0	0	1	0	1	0	0	1	0	0	4
Public service	2	2	0	3	3	2	1	2	0	1	0	1	17
Assist police or oth gov agncy	1	0	1	1	2	1	2	1	1	2	0	0	12
Public service assistance, oth	0	0	1	1	1	0	0	0	0	0	0	0	3
Smoke or odor removal	0	0	1	0	0	0	0	0	0	0	0	0	1
Power line down	0	0	1	1	2	2	0	1	0	3	0	0	10
Heat from short circuit wiring	0	0	0	0	0	0	0	0	1	0	0	0	1
Electrical wiring/equipment pr	0	0	0	0	1	0	0	0	0	0	0	0	1
Carbon monoxide detector act	0	1	0	2	2	0	0	0	0	0	0	0	1
Alarm sys act, no fire Uninten	1	2	3	3	4	2	0	1	0	6	0	1	23
Detector act, no fire -uni	0	0	0	0	0	1	0	0	0	0	1	0	2
Smoke detector activate, no fi	0	2	0	2	1	0	1	0	2	3	0	2	13
Sprinkler activate, no fire -	0	0	0	0	0	0	0	0	0	1	0	0	1
Unintentional trans. of alarm	1	0	0	1	1	0	0	0	0	0	0	0	3
CO detector act due to malf	0	0	0	1	2	0	0	0	0	1	0	0	4
Alarm system sounded malfun	2	0	0	2	3	3	0	0	0	0	1	0	11
Heat detector activation malf	0	0	0	0	0	0	0	0	0	0	0	1	1
Smoke detector act. malf.	4	1	0	2	1	1	0	0	3	1	0	0	13
Extinguishing system malf.	0	0	0	1	0	0	0	0	0	0	0	0	1
Sprinkler action due to malf	1	0	0	0	0	1	0	0	0	0	0	0	2
Municipal alarm system, malic	0	0	0	0	0	0	0	0	0	0	0	1	1



Station Runs By Incident Type



City of Rockwall
The New Frontier

Print Date/Time: 06/24/2015 09:30	From Year: 2014	Rockwall Fire Department												TX504		
Login ID: rck\fdunlop	To Year: 2015													FDID Number:		
Station: Rockwall 3	Incident Type: *All															
False alarm or false call,oth	1	0	0	2	2	1	0	0	0	0	0	0	0	1	7	
HazMat release investigation	0	0	1	0	0	0	1	0	0	0	0	0	0	0	2	
EMS party trans by non fire	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
Smoke from BBQ, tar kettle	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
Steam, vapor, fog or dust thou	0	1	0	0	1	1	0	0	0	2	0	0	0	0	1	
Smoke scare, odor of smoke	0	2	1	1	1	1	0	1	0	1	1	1	1	1	6	
Special type of incident, oth	0	0	0	1	0	0	0	0	0	0	0	0	0	0	10	
Medical assist,assist EMS crew	0	0	0	0	0	1	0	0	0	2	0	0	0	1	1	
Rescue, EMS incident, other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
Dumpster or oth outside trash	0	2	0	0	0	0	0	0	0	0	0	1	0	0	1	
Outside rubbish, trash ,waste	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	
OTHER Outside rubbish fire	1	0	0	0	1	0	0	0	0	0	0	1	0	0	3	
Grass fire	2	1	2	1	0	0	0	0	0	0	0	0	0	0	2	
Brush or brush-and-grass mix	0	0	0	1	1	0	0	0	0	0	1	0	0	1	8	
Passenger vehicle fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Cooking fire,confined	1	0	0	0	0	0	0	0	0	1	0	0	0	0	2	
Fires struct oth than in bldg	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	
Building fire	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
Gas leak natural gas or LPG	2	1	2	2	1	1	1	1	0	0	0	0	1	1	3	
Gasoline or oth flammable liqu	0	0	0	0	1	0	1	0	0	0	0	0	1	2	14	
Lock-in (if lock out use 511)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
Motor vehicle acc with inj	2	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
GRAND TOTALS	30	24	20	32	39	20	12	11	12	27	10	16	253			



Station Runs By Incident Type



City of Rockwall
The New Tradition

Print Date/Time: 06/24/2015 09:31
Login ID: rck\fdunlop
Station: Rockwall 4
From Year: 2014
To Year: 2015
Incident Type: *All
Rockwall Fire Department
FDID Number: TX504

Type of Situation Found	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Invalid or No Value Entered	0	0	1	0	0	0	1	0	0	0	1	0	3
Public service - Non paged	1	1	2	0	1	0	2	0	0	0	1	0	8
No incident found on arrival	5	2	0	1	1	2	0	0	0	0	0	2	13
Dispatched & canceled enroute	0	1	2	0	1	1	0	0	1	0	0	0	6
Public service	3	1	1	1	1	2	0	2	0	0	0	0	11
Assist police or oth gov agency	4	4	6	7	2	0	1	2	0	0	1	2	29
Public service assistance, oth	4	0	0	0	3	0	0	0	0	0	2	1	10
Lock-out	0	1	0	0	0	0	0	0	0	0	0	0	1
Power line down	2	0	0	3	1	0	1	0	0	0	0	0	7
Overheated motor	1	1	0	0	0	0	0	0	0	0	0	0	2
Electrical wiring/equipment pr	1	0	0	0	0	0	0	0	0	0	0	0	1
Carbon monoxide incident	0	0	0	0	0	0	0	0	0	1	0	0	1
Carbon monoxide detector act	0	0	1	0	0	1	0	0	0	0	0	0	2
Alarm sys act, no fire Uninten	4	2	0	0	4	1	0	2	0	0	6	1	20
Detector act, no fire -uni	0	1	1	1	0	0	0	0	0	0	1	0	4
Smoke detector activate, no fi	4	2	3	1	3	1	1	0	1	1	0	0	17
Extinguishing system act.	0	1	0	0	0	0	0	0	0	0	0	0	1
Sprinkler activate, no fire -	2	1	1	0	0	0	0	0	0	0	0	0	4
Unintentional trans. of alarm	1	0	0	0	1	1	0	0	0	1	0	0	4
CO detector act due to malf	1	0	0	0	0	0	0	1	0	0	0	0	2
Alarm system sounded malfun	2	5	0	2	2	0	1	2	0	0	1	1	16
Smoke detector act. malf.	8	2	1	2	3	2	0	0	0	0	0	0	18
Sprinkler action due to malf	1	0	0	0	0	1	0	0	0	0	0	0	2
Local alm sys, mal false alm	0	0	0	1	0	0	0	0	0	0	0	0	1
False alarm or false call, othe	0	0	1	0	0	2	0	0	0	0	0	0	3
HazMat release investigation	2	1	2	0	0	0	1	0	0	0	0	0	6



Station Runs By Incident Type

Station: Rockwall 4

*All

ncident Type:

Rockwall Fire Department
D Number: TX504

Page: 2 of 2

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: City Council

FROM: Joey Boyd, Director of Internal Operations

DATE: August 10, 2015

SUBJECT: Renaming of Camelot Court

The Council Naming Subcommittee (Councilmen White, Hohenshelt, and Milder) recently discussed the renaming of the residential street, Camelot Court, to Lynch Court in honor of Joseph P. Lynch, Sr. Mr. Lynch is one of four homeowners on this street.

Joseph P. Lynch was born in Boston, Massachusetts in 1949. He is the second oldest of fifteen children (three boys, twelve girls). He went to South Boston High School. Mr. Lynch enlisted in the U.S. Army in 1966 and served in Vietnam from 1967-1969 as a Helicopter Machine Gunner (SP5 E-5).

He spent seven month in 1969 at Chelsea Naval Hospital recovering from wounds. Mr. Lynch remained in the Army Reserve from 1969-1971 when he reentered the Army, 82nd Airborne Division, 1971-1979. In 1978, he received a Direct Commission to Warrant Officer one (W-1) and was stationed in both the United States and Germany until his retirement at the rank of Chief Warrant Officer in 1989.

Mr. Lynch moved his family to Rockwall in 2004. He has been married to his wife Connie for 46 years, has 4 sons, and 7 grandchildren. Mr. Lynch's volunteerism includes:

- Volunteer at Lake Point Hospital for two years, Radiology Department
- Volunteer at Dallas Veterans Court for four years, Mentor Coordinator
- Presently Volunteering at the Rockwall Veterans Court as a Mentor

Military Decorations include: Silver Star, Legion of Merit, Purple Heart, Air Medal with Combat V for Heroism, Army Commendation with Combat V for Heroism, Master Parachutist & Air Crew Member Badge

The Subcommittee members and city staff will be available to discuss this request at the meeting. A Resolution formally renaming this roadway is attached for the City Council's consideration as well as a map showing the street is included as an exhibit.

Joseph P. Lynch, Sr.

Joseph P. Lynch was born in Boston, Massachusetts in 1949. He is the second oldest of fifteen children (three boys, twelve girls). He went to South Boston High School. Mr. Lynch enlisted in the U.S. Army in 1966 and served in Vietnam from 1967-1969 as a Helicopter Machine Gunner (SP5 E-5).

He spent seven month in 1969 at Chelsea Naval Hospital recovering from wounds. Mr. Lynch remained in the Army Reserve from 1969-1971 when he reentered the Army, 82nd Airborne Division, 1971-1979. In 1978, he received a Direct Commission to Warrant Officer one (W-1) and was stationed in both the United States and Germany until his retirement in at Chief Warrant Officer in 1989.

Mr. Lynch moved his family to Rockwall is 2004. He has been married to his wife Connie for 46 years, has 4 sons, and 7 grandchildren.

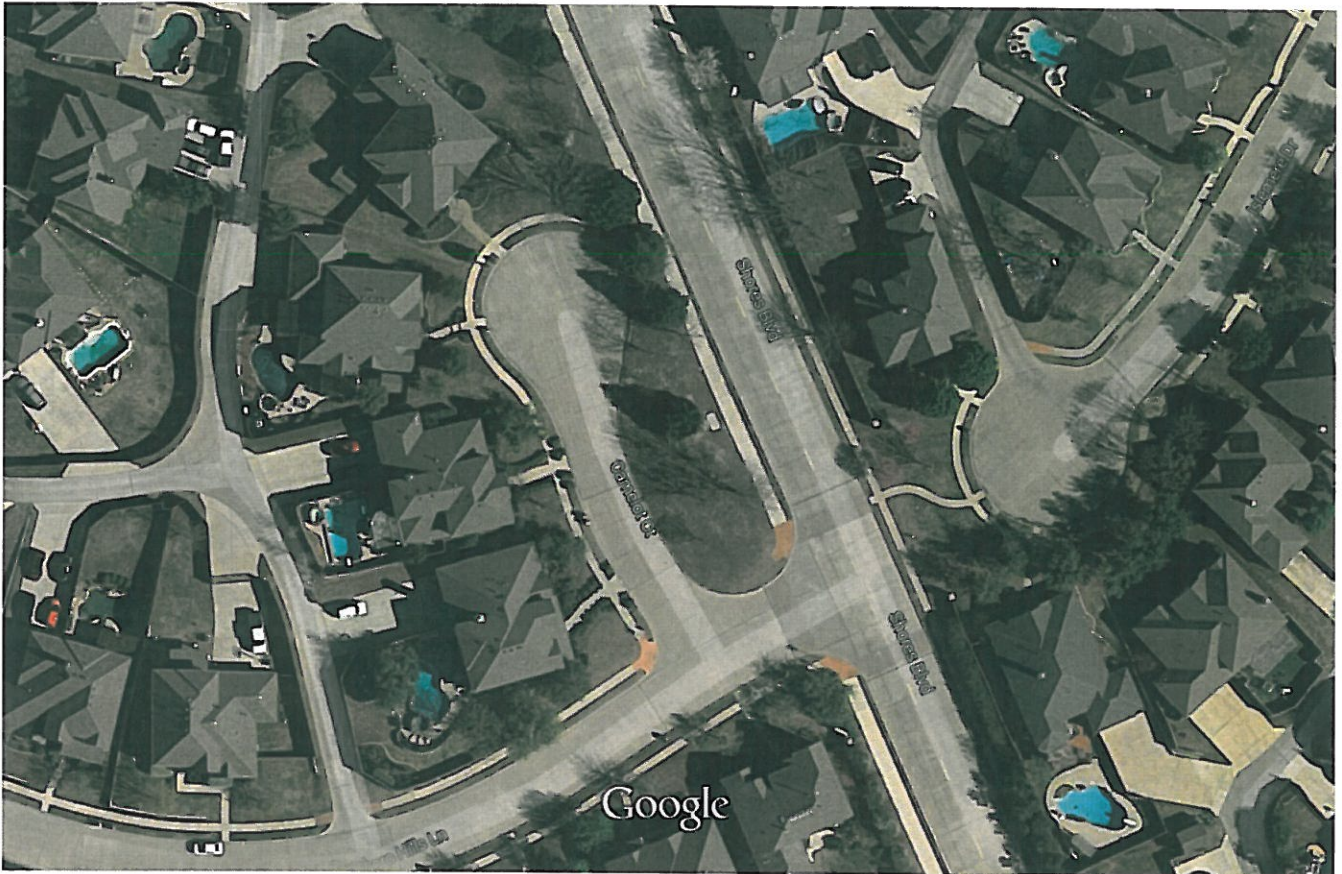
Mr. Lynch's volunteerism includes:

- Volunteer at Lake Point Hospital for two years, Radiology Department
- Volunteer at Dallas Veterans Court four years, Mentor Coordinator
- Presently Volunteering at the Rockwall Veterans Court as Mentor

Military Decorations include: Silver Star, Legion of Merit, Purple Heart, Air Medal with Combat V for Heroism, Army Commendation with Combat V for Heroism, Master Parachutist & Air Crew Member Badge



Google Camelot Ct



Imagery ©2015 Google, Map data ©2015 Google 50 ft

**CITY OF ROCKWALL, TEXAS
RESOLUTION NO. 15-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROCKWALL, TEXAS, RENAMING A CERTAIN ROADWAY
WITHIN THE CITY OF ROCKWALL, TEXAS; PROVIDING FOR
EFFECTIVE DATE.**

WHEREAS, the City of Rockwall has received a request to consider the renaming of Camelot Court; and

WHEREAS, Specialist Five Joseph P. Lynch, Sr. was awarded the Silver Star for gallantry in action while engaged in military operations involving conflict with an armed hostile force in the Republic of Vietnam during the Vietnam War; and

WHEREAS, on April 17, 1968, while serving as a crew chief of an armed helicopter during a combat mission near Khe Sanh, Republic of Vietnam, Specialist Lynch distinguished himself with exceptionally valorous action; and

WHEREAS, upon receiving a request for the evacuation of a wounded comrade in enemy controlled terrain, Specialist Lynch exposed himself to intense hostile ground fire as he placed accurate suppression fire on the insurgent's emplacements; and

WHEREAS, with enemy positions within close proximity, Specialist Lynch left the aircraft to aid the injured Marine to the helicopter; and

WHEREAS, Lynch's actions were directly responsible for saving the life of the Marine, and his gallant action was in keeping with the highest tradition of the military service, reflecting great credit upon himself, his unit, and the United States Army; and

WHEREAS, the Rockwall City Council wishes to honor Joseph P. Lynch, Sr., who is currently a resident of the City of Rockwall, by renaming a particular residential street; and

WHEREAS, the Rockwall City Council believes said street renaming to be a fitting and honorary recognition of Specialist Five Joseph P. Lynch, Sr. for this act of valor and for his military service to our country.

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

Section 1. Beginning September 18, 2015, the residential roadway currently known as Camelot Court shall become known as Lynch Court, a map of which is attached hereto as "Exhibit A;" and

Section 2. That adoption of this resolution shall take effect immediately from and after its passage and it is so resolved.

PASSED AND APPROVED by the City Council of Rockwall, Texas, this 8th day of September, 2015.

APPROVED:

ATTEST:

Jim Pruitt, Mayor

Kristy Cole, City Secretary

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Mary Smith, Assistant City Manager
DATE: September 3, 2015
SUBJECT: Solid Waste Services Contract Action Item

The City Council will hear Republic Waste proposal for contract renewal during work session on September 8th. Following that discussion the City Council will have an item on the 6pm agenda to allow actions to be taken on the proposal and approaching contract expiration date of December 31, 2015.

Council is asked to consider taking one of the following actions:

Authorize the City Manager to execute contract renewal documents with Republic Waste and bring the corresponding Rate Resolution back for Council action at a later date.

Authorize the City Manager to continue negotiations with Republic Waste with corresponding direction from the Council as to goals of the negotiation. Please note this would not allow time to go out to bid if this action is taken although we could perhaps work out a month-to-month contract to bridge the time gap.

Authorize the City Manager to seek bids from solid waste providers with the contract term to begin January 1.

Staff is prepared to answer any questions the Council may have and representatives from Republic Waste will be present at both the work session and during the action agenda.

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF ROCKWALL, TEXAS

MEMORANDUM

TO: Mayor and City Council

CC: Rick Crowley, *City Manger*
Brad Griggs, *Assistant City Manager*

FROM: Ryan Miller, *Director of Planning and Zoning*

DATE: September 8, 2015

SUBJECT: MIS2015-006; *H&G Supply Co. Parking Variance*

On July 15, 2015, the Planning and Zoning Commission approved a site plan (Case No. SP2015-015) for a 6,800 SF restaurant facility on the subject property at 2651 Sunset Ridge Drive (*i.e. the southeast corner of the IH-30 Frontage Road and Sunset Ridge Drive*). The subject property is zoned Planned Development District 32 (PD-32) and situated within the *Summit Office Subdistrict* of the Harbor District, which requires a minimum of one (1) parking space per 100 SF of building area for restaurants. To satisfy the requirement the site plan indicated that 68 parking spaces would be provided (*i.e. 53 surface parking spaces and 15 parking spaces in the Trend Tower parking garage*). Since this approval the applicant, Elias Pope of 8020 Restaurants, LLC, has submitted a request for the approval of a variance to the required number of parking spaces for the purpose of waiving the 15 parking spaces proposed to be located within the Trend Tower parking garage. Mr. Pope has indicated to staff that he is requesting relief to the parking requirements on the grounds that sufficient public parking has been provided. Currently, within the *Summit Office Subdistrict ~37* on-street/surface parking spaces and a portion of the 441 parking spaces in the Trend Tower parking garage have been dedicated to public parking.

Provided in the attached packet is a copy of the applicant's email requesting the variance, a location map, and the approved site plan. Staff will be available to answer any questions.

Exhibit 'A': Applicant's Letter

Miller, Ryan

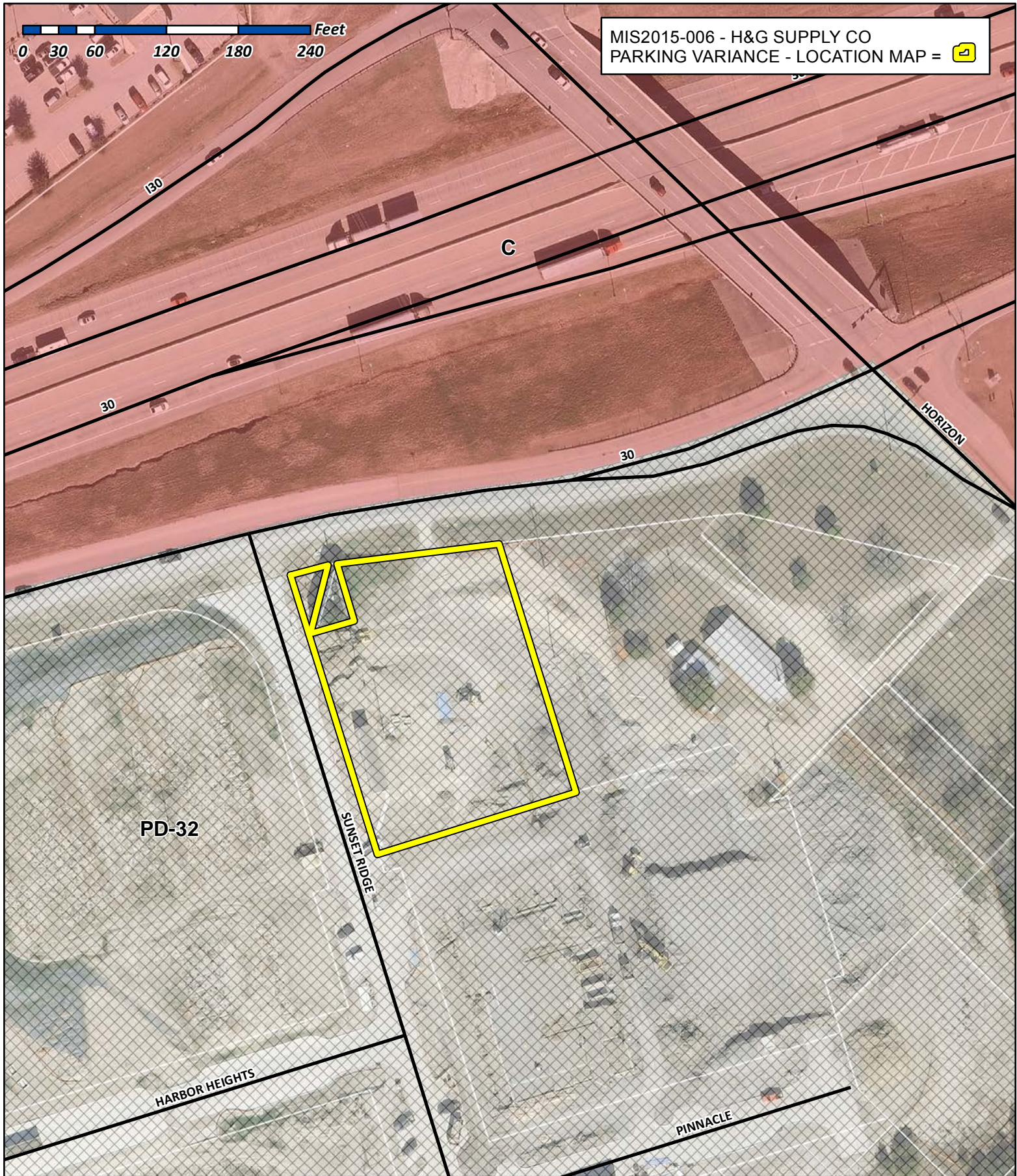
From: Elias Pope [REDACTED]
Sent: Monday, August 31, 2015 9:15 AM
To: Miller, Ryan
Subject: Request Relief

Follow Up Flag: FollowUp
Flag Status: Flagged

Ryan,

Thanks again for meeting with us. I am reaching out to request relief by reducing the required parking by 15 spaces in regards to our proposed restaurant next to Trend Tower. We are excited to bring out concepts to Rockwall and can't wait to get started.

Elias Pope
972-979-9934
hgsplyco.com
remedydallas.com
social-mechanics.com



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): 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.



THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 09/08/2015

APPLICANT: Duane and Jennifer Piercy

AGENDA ITEM: MIS2015-005; *Masonry Exception (713 Hartman Street)*

SUMMARY:

Discuss and consider a request by Duane and Jennifer Piercy for the approval of an exception to the minimum masonry requirements stipulated in Section 3.1, *General Residential District Standards*, of Article V, *District Development Standards*, of the Unified Development Code, for a 1.21-acre tract of land identified as Lot 1, Block A, Piercy Place Addition, City of Rockwall, Rockwall County, Texas, zoned Single Family 7 (SF-7) District, addressed as 713 Hartman Street, and take any action necessary.

CHARACTERISTICS OF REQUEST:

The applicants, Duane and Jennifer Piercy, are requesting an exception to the masonry requirements for the purpose of constructing a residential home that will have an exterior cladding of 100% cementaceous lap siding. According to Section 3.1, *General Residential District Standards*, of Article V, *District Development Standards*, of the Unified Development Code the minimum masonry (*i.e. brick, stone -- natural, cast or cultured -- glass block, tile and/or CMU*) requirement for exterior walls on structures that are 120 square feet or greater is 80%; with a maximum of 50% of this masonry requirement being permitted to be Hardy Plank®, stucco or a similar cementaceous material. Additionally, the code states that, “(e)xceptions to these requirements ... may be permitted on a case-by-case basis by the [city] council upon submission and approval of elevation drawings of the subject structure, and materials samples.” The applicants have submitted building elevations and renderings showing the proposed single family home, and state in a letter submitted to staff that the purpose of requesting the masonry exception is to match the materials and architectural style of the adjacent properties. The subject property is directly adjacent to the Old Town Rockwall Historic District, which has several properties that have utilized cementaceous, vinyl or wood siding in excess of 50%.

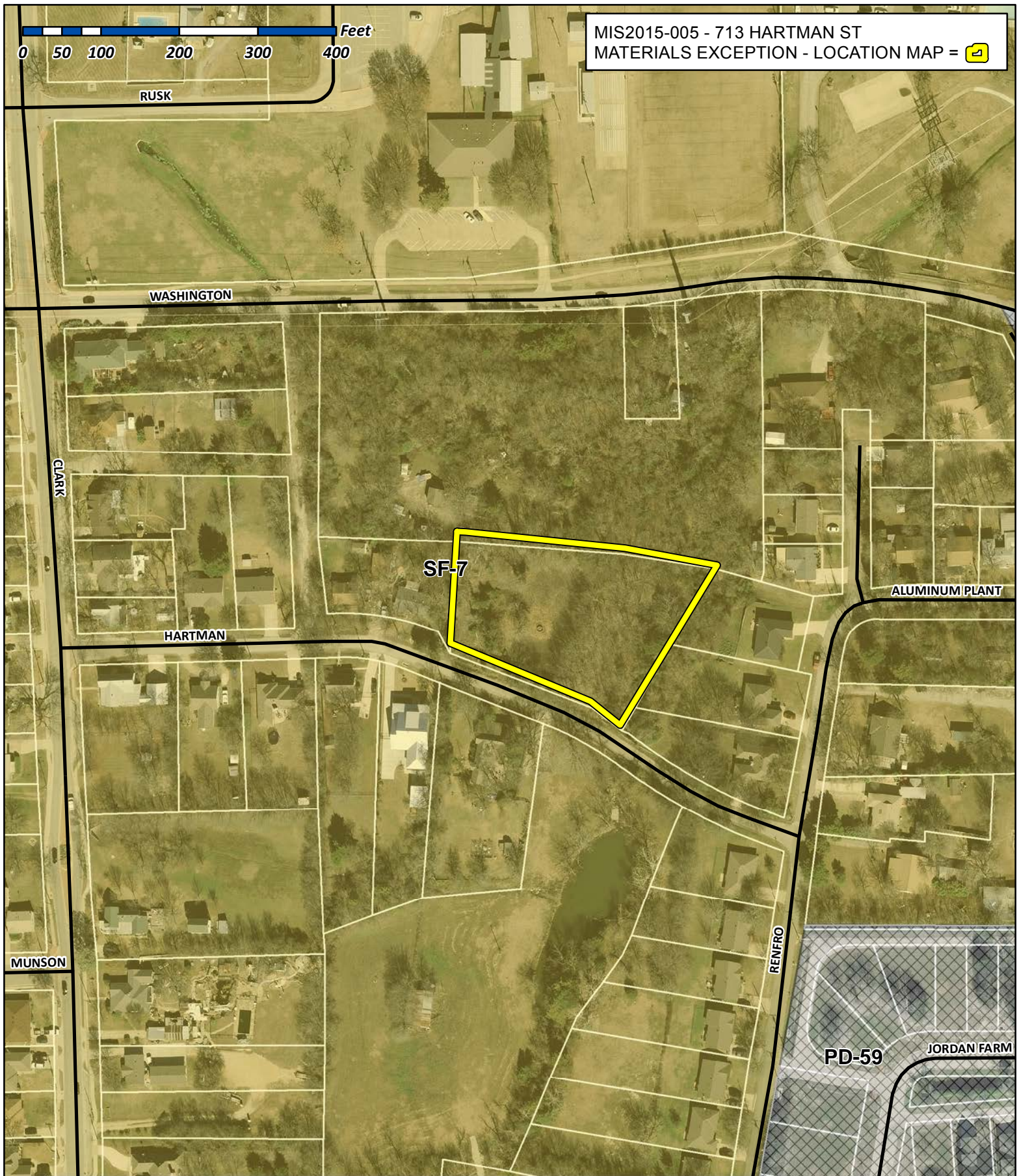
RECOMMENDATIONS:

If the City Council choose to approve the applicant's request staff would recommend the following conditions:

- 1) Any construction or building allowed by this request must 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 August 25, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the exception to the minimum masonry requirements by a vote of 6-0, with one vacancy on the Commission.



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75032
(P): (972) 771-7745
(W): 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.



Rockwall Variance Request

713 Hartman St.

Duane and Jennifer Piercy are respectfully requesting a variance to the SF7 code requirement for 80% Masonry requirement.

We are building an early century Craftsman style house to be covered in Hardie-board style siding to be painted with early century paint scheme.

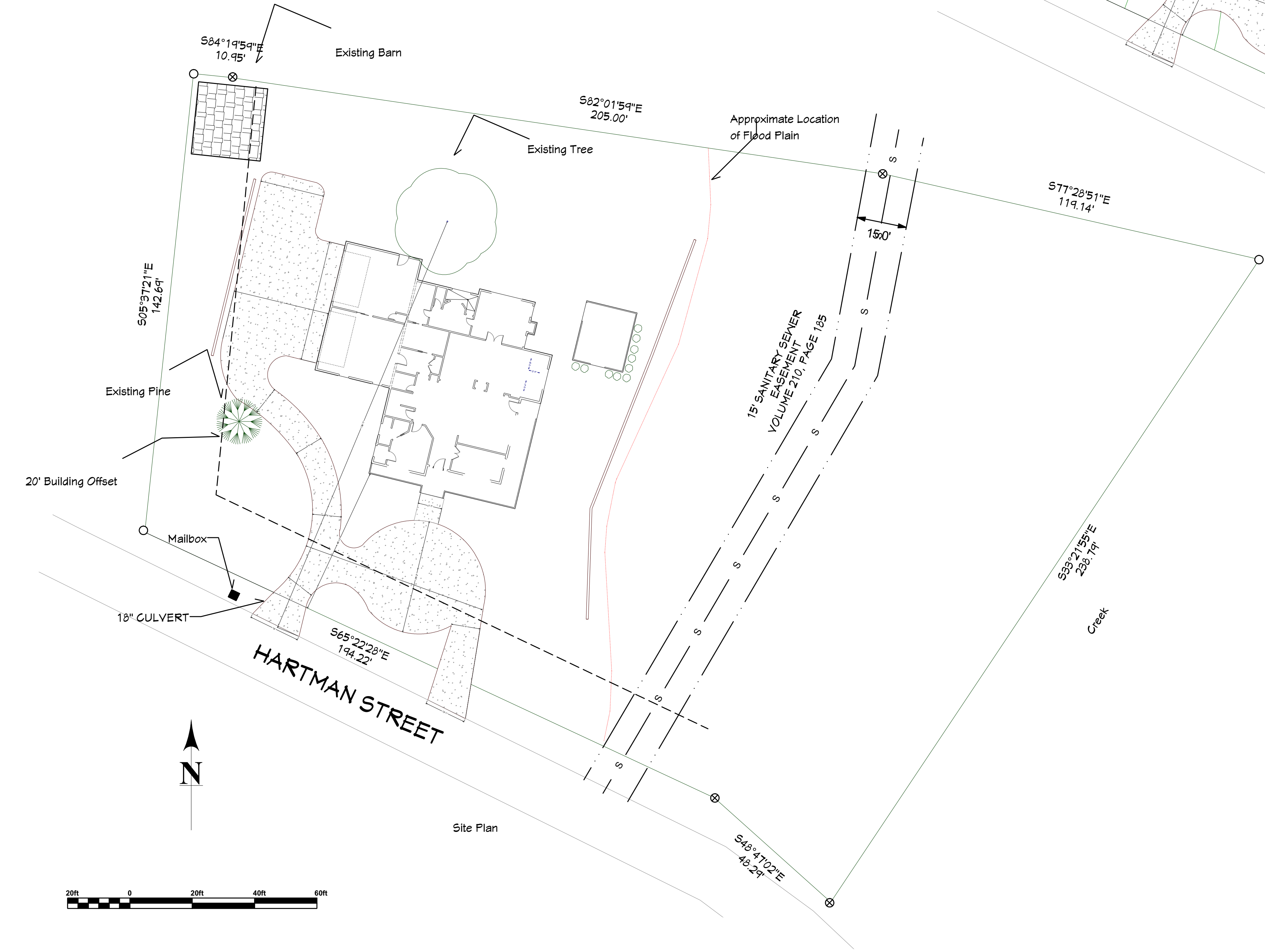
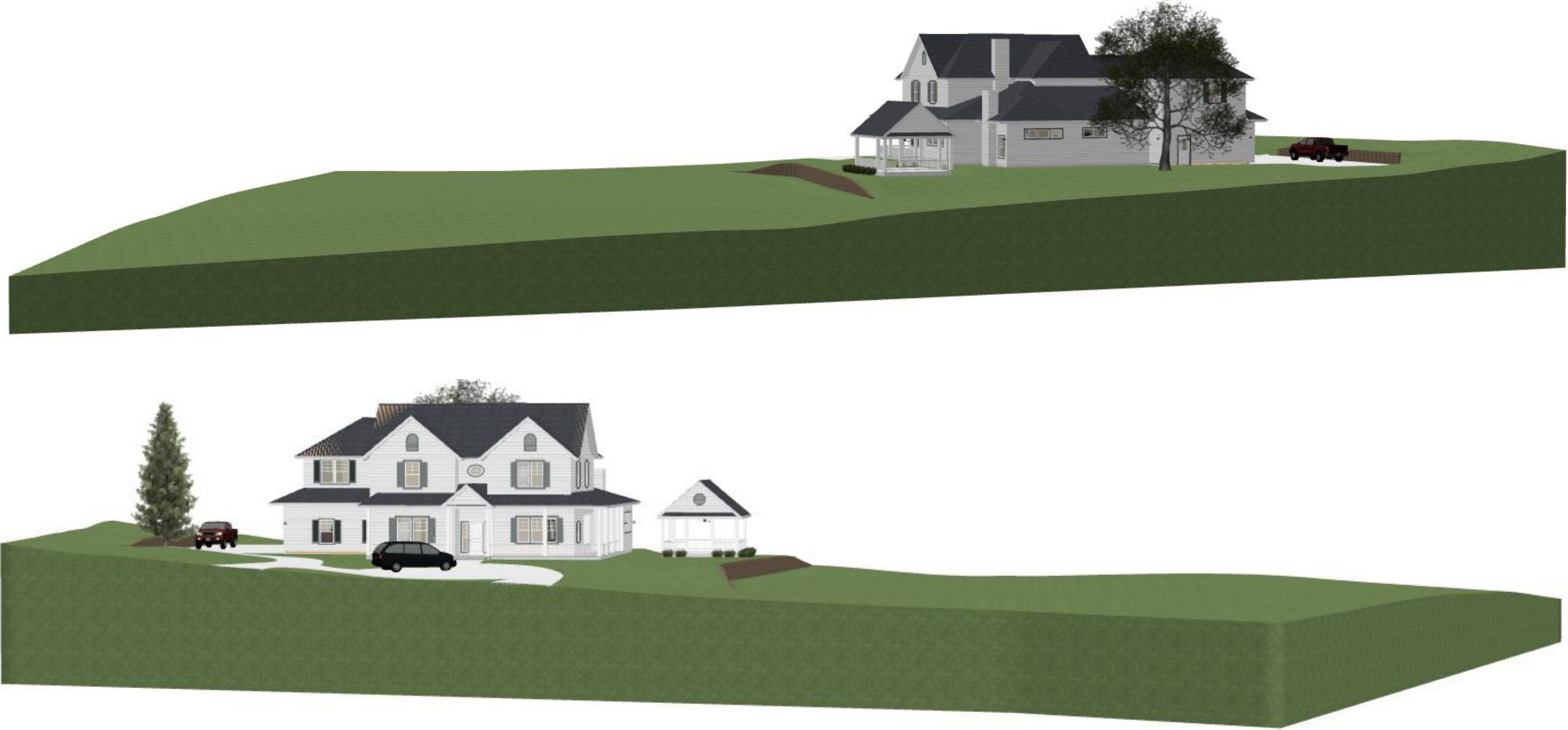
Our intention is to build a house that blends in well with the local architecture already in place. Our lot is Historic District Adjacent, and our house will be located directly across the street from one of the oldest houses in Rockwall. The house next to the aforementioned is located in the historic district and is also sided with Hardie board and is painted with an early century color scheme.

There are four other houses on Hartman St. that are sided, and only three that are bricked. Additionally, we are less than a block as the crow flies from Park Place, which is 100% craftsman style.

Renfro St. and Clark St. bookend Hartman St, and those houses are a majority Sided houses.

Please see the pictures below to get an idea of the look of our house:





LEGAL DESCRIPTION:
PIERCYPLACE ADDITION
A0029 R BALLARD, TRACT 21, ACRES 1.21

SITE ADDRESS:
713 HARTMAN ST.
ROCKWALL, TX 75087

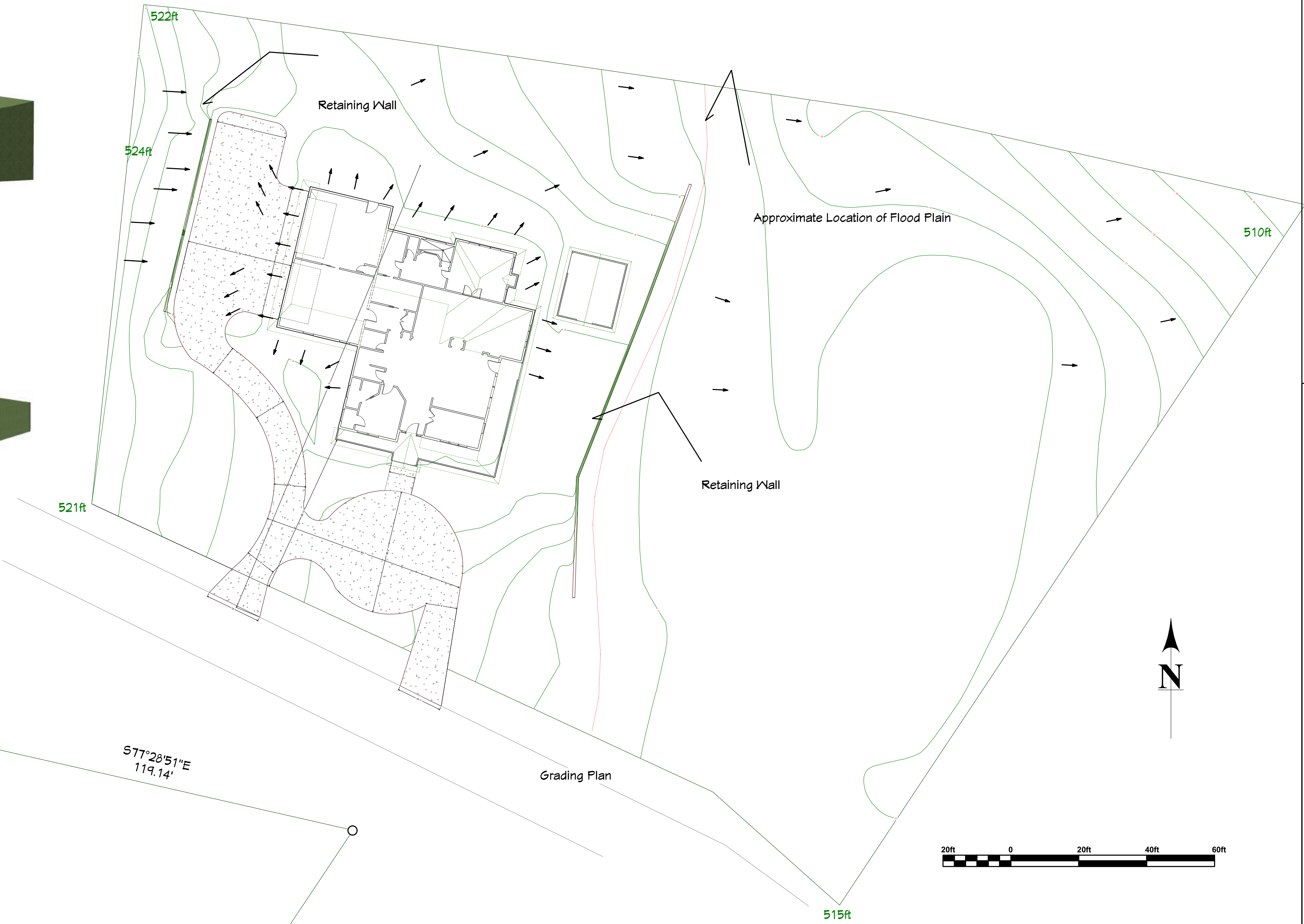
OWNERS: DUANE AND JENNIFER PIERCY

BUILDER: JIM JOYCE HOMES

GENERAL NOTES:

1. FINISHED FLOOR ELEVATIONS INDICATED FOR THIS LOT TO BE 12" ABOVE PAD HEIGHT
2. DRIVEWAYS NOT TO EXCEED A SLOPE OF 14%
3. SLOPE FROM FOUNDATION WILL BE A MINIMUM OF 1.5% OVER 10FT.
4. DRIVEWAY DIRECT FROM GARAGE WILL BE GRADED AND CHANNELLED TO DIRECT WATER TO BOTH SIDES OF THE DRIVEWAY AWAY FROM THE HOUSE

RETAINING WALL NOTES:
MAX 3' ABOVE GRADE HEIGHT, TAPERED AT END TO MEET GRADE
DESIGNED TO ALLOW PAD TO REMAIN OVER 3' ABOVE FLOOD PLAIN
MATERIAL TO BE ENGINEERED STACKED BLOCK WITH MESH REINFORCEMENT NEAR TOP COURSE
BACK FILL WITH SELECT FILL
DRAINAGE TROUGH WITH DRAINAGE HOLES TO BE INSTALLED EVERY 10 FEET



PAGE DESCRIPTION:

SITE & GRADING PLAN

PROJECT DESCRIPTION:

713 Hartman, Rockwall, TX

JIM JOYCE HOMES

DRAWN BY:

DUKE P.

DATE: REV:

2015/07/02 A

SCALE:

PAGE 15 of 20

ARCH D (24" x 36")

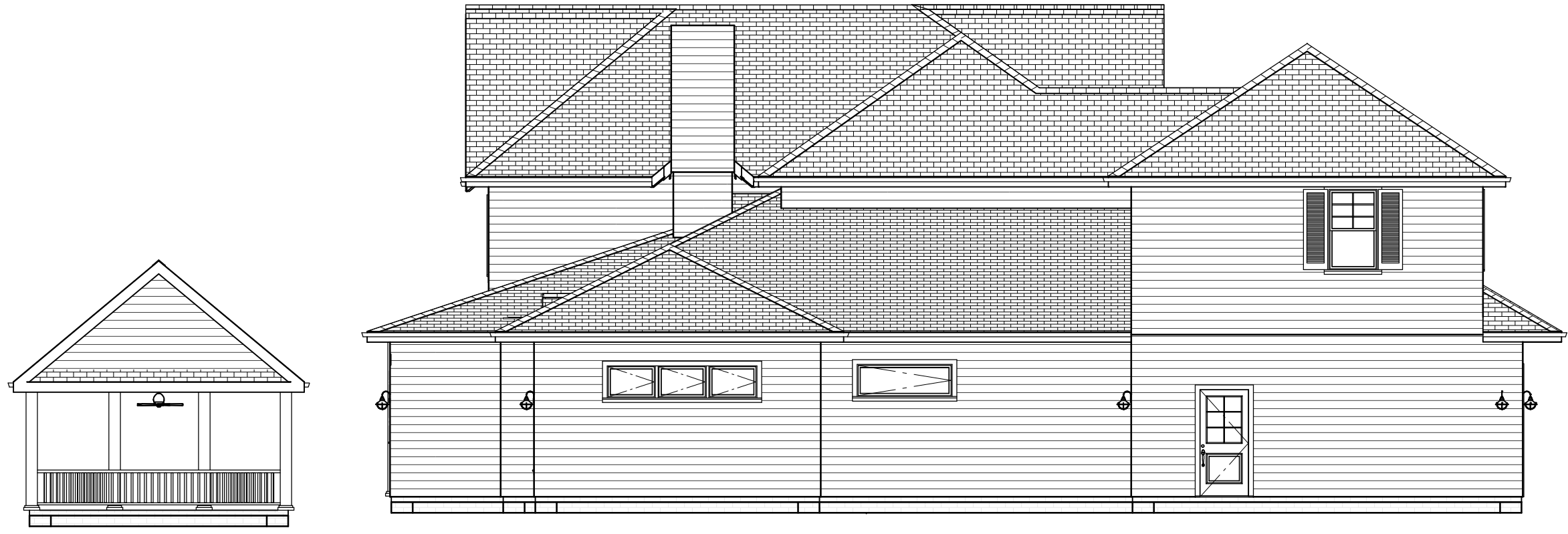
SHEET:

1 of 6

229



Exterior Elevation Front



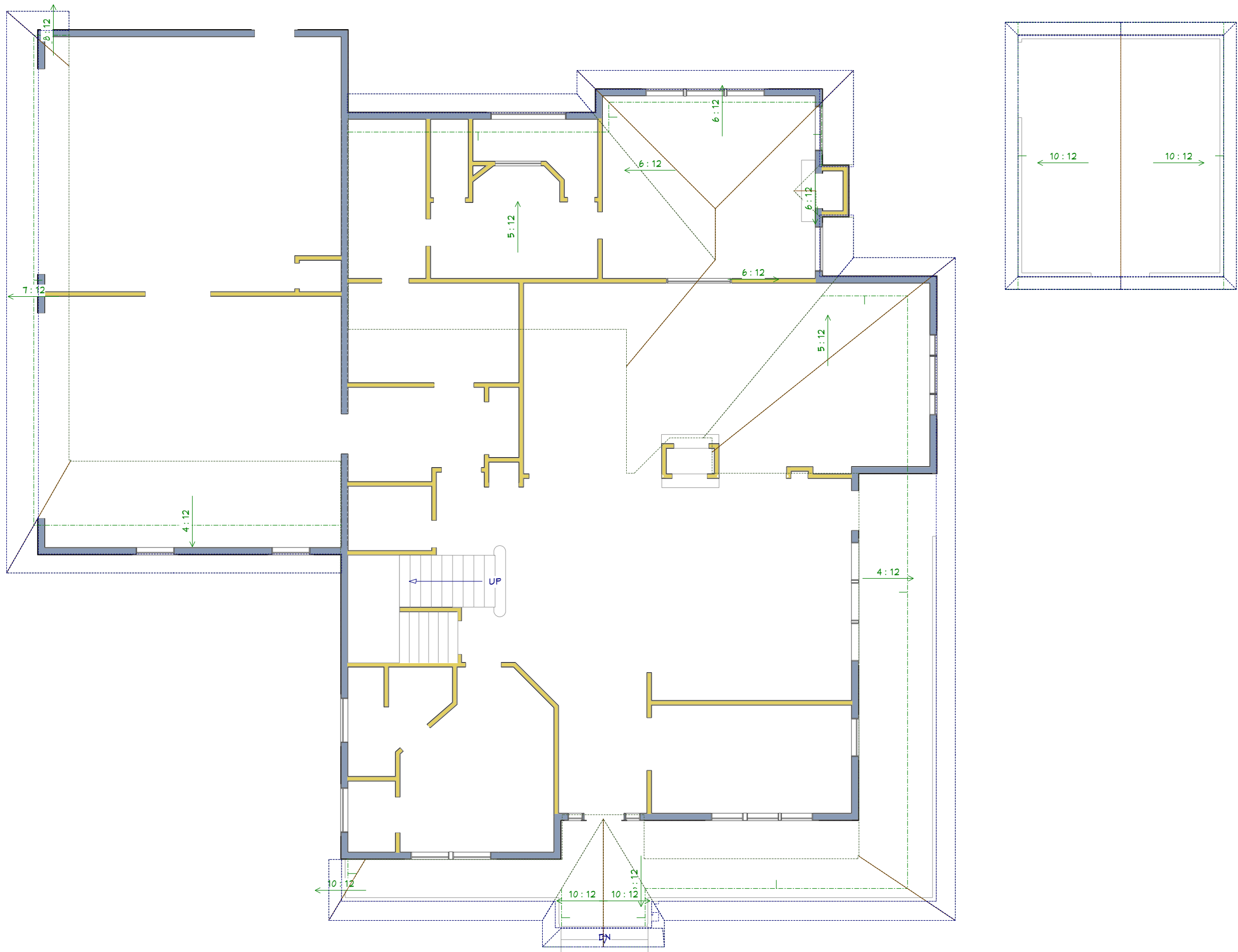
Exterior Elevation Rear



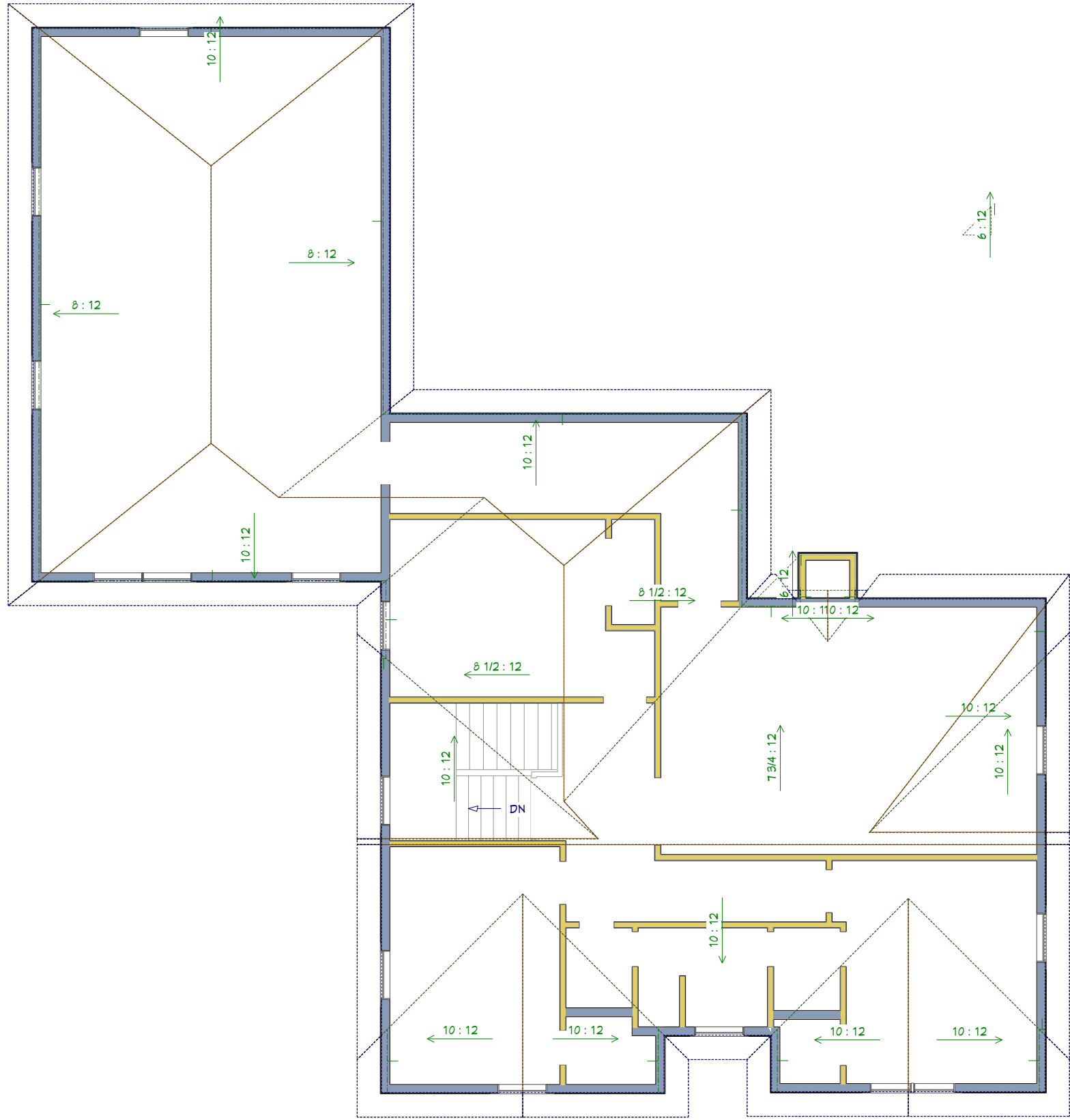
Exterior Elevation Right



Exterior Elevation Left



1st Floor



2nd Floor

PAGE DESCRIPTION:

Elevations and Roof Detail

PROJECT DESCRIPTION:

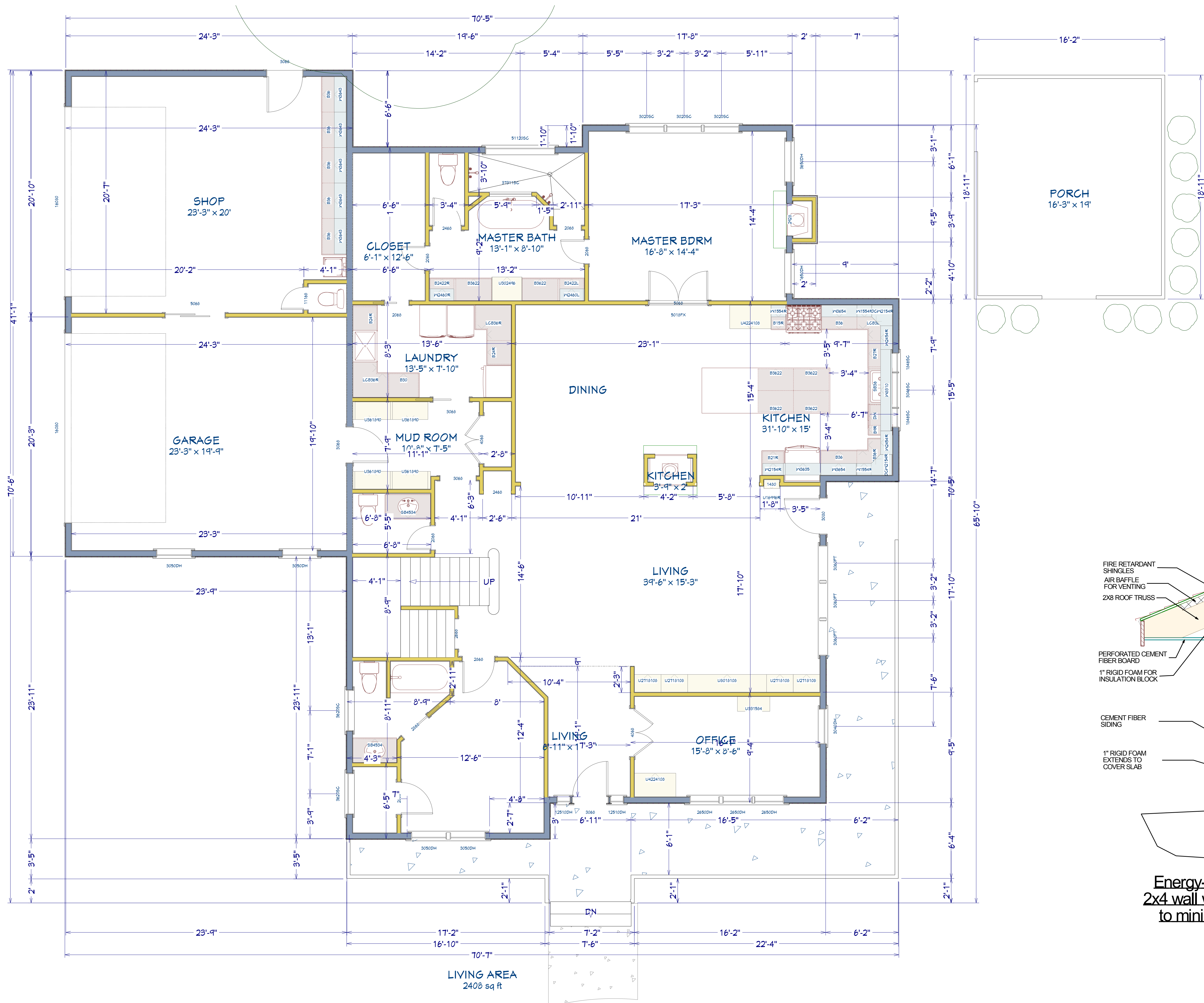
713 Hartman, Rockwall, TX



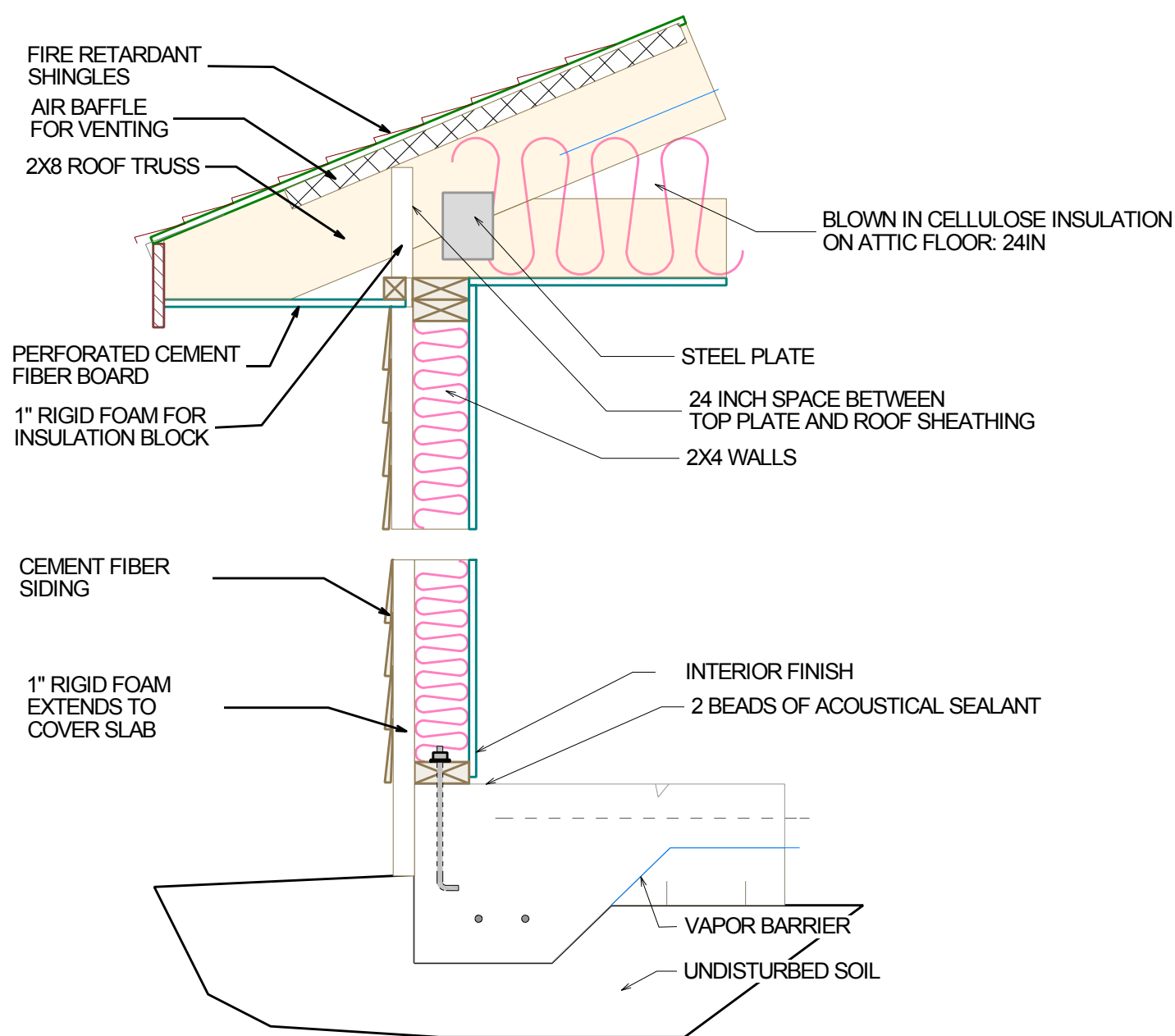
DRAWN BY:
DUKE P.
DATE: 2015/07/02
REV: A
SCALE:

PAGE SIZE: 1 ft
ARCH D (24" x 36")
SHEET:

4 of 6



1st Floor



Energy-Efficient Wall Section:
2x4 wall with 1" EPS Rigid Foam
to minimize thermal bridging

PAGE DESCRIPTION:

FLOORPLAN - 1ST FL

PROJECT DESCRIPTION:

713 Hartman, Rockwall, TX



DRAWN BY:

DUKE P.

DATE: REV:

2015/07/02 A

SCALE:

1/4 in = 1 ft

PAGE SIZE:

ASCH D (24" x 36")

SHEET:

2 of 6

231



LIVING AREA
1209 sq ft

2nd Floor

PAGE DESCRIPTION:

FLOORPLAN - 2ND FL

PROJECT DESCRIPTION:

713 Hartman, Rockwall, TX

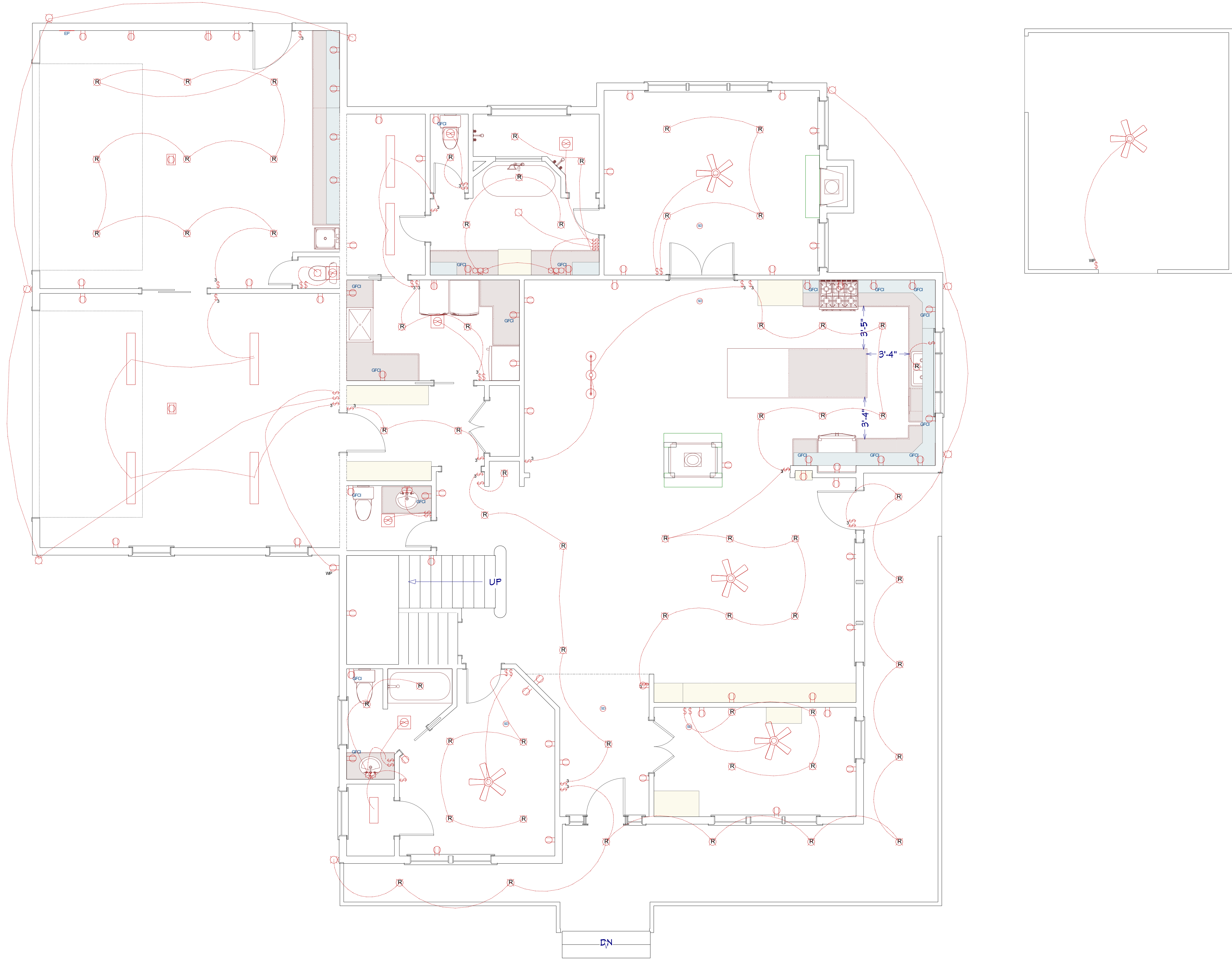


DRAWN BY:
DUKE P.

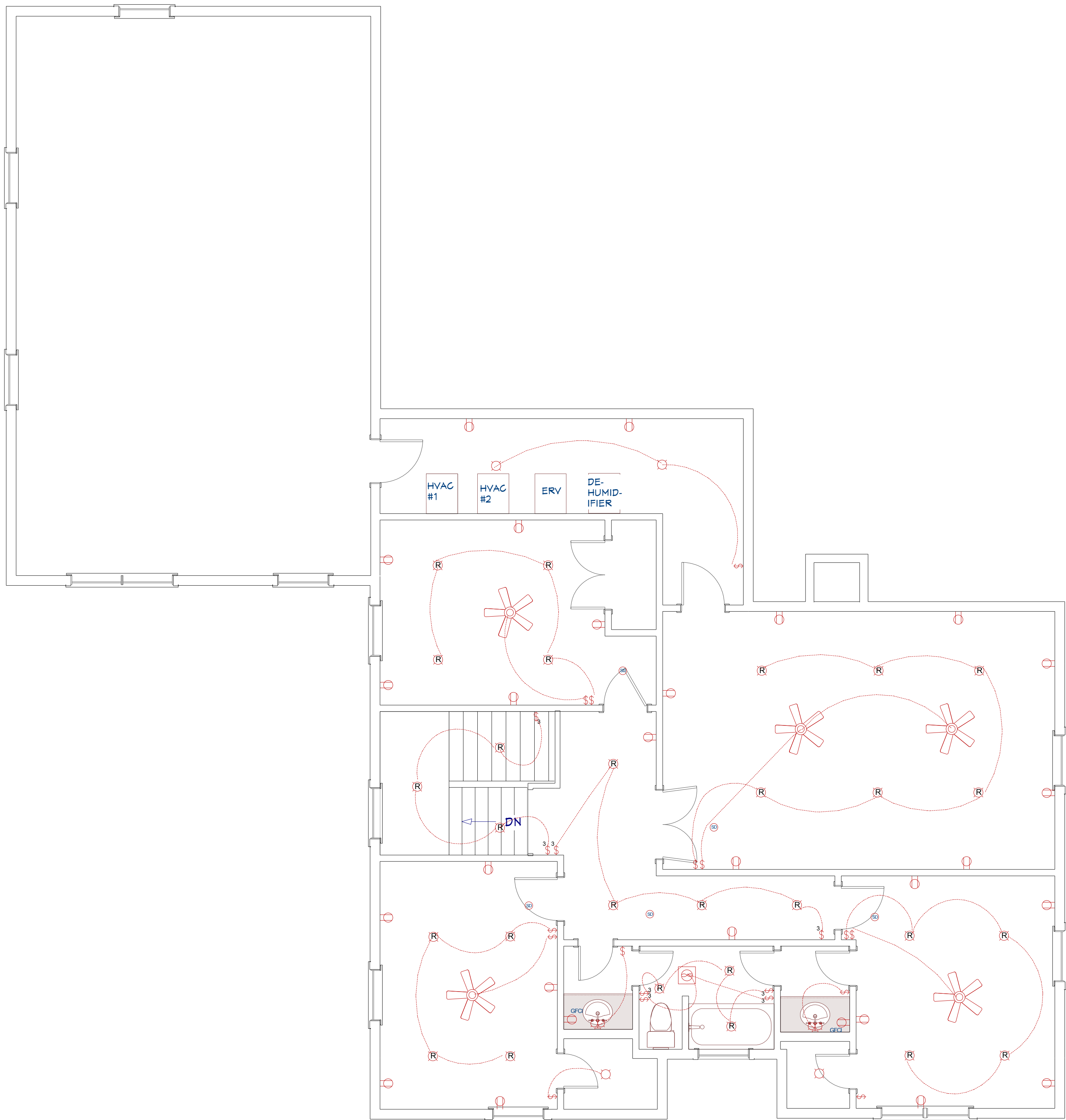
DATE: 2015/07/02
REV: A
SCALE:

PAGE SIZE: 1 ft
ASCH D (24" x 36")
SHEET:

3 of 6



1st Floor



2nd Floor



DRAWN BY:
DUKE P.

DATE:	REV:
2015/07/02	A
SCALE:	

PAGE SIZE:
ARCH D (24" x 36")

SHEET:
6 of 6

PROJECT DESCRIPTION:
713 Hartman, Rockwall, TX

PAGE DESCRIPTION:
Electrical Layout - 2nd Floor

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and City Council

FROM: Rick Crowley, City Manager

DATE: September 3, 2015

SUBJECT: 212 Agreement

At the August 3 City Council meeting the staff presented and the Council approved and authorized my signature on a 212 Agreement with Joey Howell related to property east of the current city limit and in the city's ETJ.

The 212 Agreement obligated Mr. Howell and his development group to construct homes on the property which essentially meet the same construction standards as those currently being built in Stone Creek on one acre lots.

The County's development standards require 1.5 acre lots – a standard that the City is obligated to the County by Interlocal Agreement to enforce at the time of platting unless the 1.5 acre standard is waived by Rockwall County. Robert LaCroix and Mr. Howell had met with the Commissioners Court to discuss the 212 Agreement prior to that agreement coming before the City Council for consideration.

Quite honestly (based on discussions after that first Commissioners Court meeting with Robert LaCroix), I was under the impression that the County was "on board" with this development proposal, and, thus, the 212 Agreement was placed on the Council agenda. After that agreement was approved, it has become clear that the County was/is not "on board".

Mayor Pruitt and I met with County representatives after the 212 Agreement approval at which time it became clear that the Commissioners Court had taken no official action on the matter and that there was some likelihood that the variance to the 1.5 acre lot standard would not be approved by the Court. Given our Interlocal Agreement with Rockwall County (attached), if no such variance to lot size is granted by the County, an ETJ plat could not be approved by the City at the time of platting for lots of less than 1.5 acres without a County variance. The 212 Agreement would then have no practical relevance in that circumstance. Mayor Pruitt and I advised County officials that we would await their determination as to the lot size variance and return the 212 Agreement to the Council for consideration.

The Council had no way of knowing (at the time that the 212 Agreement came before you) that the County had requested that the agreement be drafted and returned to them for consideration before it was approved by the City. Having since spoken to both Mr. Howell and Mr. LaCroix, they both indicate that they left the County meeting with the impression that they should get the 212 Agreement approved at the City and then take it back to the County. Since the County

representatives were at the meeting and have reviewed recordings of the meeting, they have indicated that it is clear that both Mr. LaCroix and Mr. Howell must have misunderstood.

The week following the meeting that Mayor Pruitt and I had with County officials, the Commissioners Court took action to NOT approve the lot size variance (3-2) for this development. As indicated above, the lack of an approved lot size variance would preclude any significant materiality of the other standards outlined in the 212 Agreement. This all being the case, the reconsideration of the 212 Agreement and an item to rescind my authority to sign the 212 Agreement is on the agenda for the meeting Tuesday evening.

While I typically execute any agreement authorized by the Council as soon as practicable, I did not move quickly for several reasons to execute this particular agreement, and since the issue related to County concurrence has arisen, I have not since executed the agreement on behalf of the City due to the possibility that the Council might reconsider the matter.

Mr. Howell has submitted the attached email related to the Council's consideration of the two related items on the agenda for Tuesday. He is requesting to address the Council at the meeting for the purpose of asking the Council to table reconsideration of the 212 Agreement pending his future request that the Commissioners Court reconsider the lot size variance. Mr. Howell has also requested copy of this packet memorandum and related materials which I will provide to him.

My view is that it appears that a misunderstanding from the first County Commissioners Court meeting led us to put the 212 Agreement on the City Council agenda before it should have been placed on that agenda. It was approved; however, it has not been executed. Since that time the relevance of the agreement has been nullified by the Commissioners Court action to NOT approve the lot size variance. That action stands unless it is changed by the Commissioners Court. This all being the case, it appears to me that reconsideration of the 212 Agreement should occur – this time with the Council having the information that was not available to you at the last meeting.

To be clear Rockwall County is in the position to determine whether a lot size variance is to be granted, and, thus, whether a 212 Agreement involving the city has any significance. Further, the Staff should have been clear in our understanding of the outcome of the first Commissioners Court meeting before we put the Council in the position of considering the 212 Agreement at the last meeting.

Cole, Kristy

From: Crowley, Rick
Sent: Wednesday, September 02, 2015 4:51 PM
To: Smith, Mary; Cole, Kristy
Subject: Fwd: Agenda item - 212 Agreement on 98 acres

This will be included in the packet along with the memo that I will write tomorrow.

Sent from my iPhone

Begin forwarded message:

From: Joey Howell <>
Date: September 2, 2015 at 3:53:30 PM CDT
To: "Crowley, Rick" <RCrowley@rockwall.com>
Cc: "Pruitt, Jim" <JimPruitt@rockwall.com>, Jim Benson

Todd Winters Cell

Subject: RE: Agenda item - 212 Agreement on 98 acres

Thank you very much for letting me know Rick and for all that you all have done in working with us on this project.

As I said in our call, I'd appreciate the City giving us the opportunity to have the time to work with the County to obtain the variance request and pending that, to not take action that would change the status of the 212 agreement, as that could be detrimental to obtaining the approval from the County. When I first heard about this from the City staff, they didn't have the details on this agenda item but thought that it might be just to authorize you to not sign the 212 agreement, pending a resolution of this with the County; and I'd appreciate any action just being along that line, so that we are able to effectively move forward on the variance request by the County.

Both Judge Sweet and Commissioner Bailey voted for the variance from the minimum 1.5 acre lot rule because of the City's 212 agreement, and they both encouraged us to get with Commissioners Sevier and Gilbert to bring it back to the Commissioners Court for reconsideration, as they had expected at least one of them to vote for it. We and some City Councilmen are requesting that such Commissioners do that and that one of them put this back on the agenda, which we are hopeful that they will do on this coming Tuesday (but it might get delayed to the next meeting, 2 weeks thereafter).

The City Council voted for the 212 agreement unanimously for this and many of them are working with us to have the variance approved by the County, so we'd appreciate the City Council either tabling this until we work this back through the County or only taking action that allows us to proceed to obtain the variance. Please send this request to the City Councilmen as part of their meeting package for next Tuesday's meeting.

We would also appreciate you sending me anything that is sent out to the City Council for review with this agenda item and to have the opportunity to address the Council in connection with whatever action is being considered.

Thank you very much all for the consideration of this request.

-----Original Message-----

From: Crowley, Rick [<mailto:RCrowley@rockwall.com>]

Sent: Wednesday, September 2, 2015 1:23 PM

To:

Cc: Pruitt, Jim <JimPruitt@rockwall.com>

Subject: Agenda item

Joey

Follow up from your call yesterday:

Mayor Pruitt has requested that the 212 agreement discussion should be returned for reconsideration by the Council. I concur that the recent action by Rockwall County warrants that reconsideration. It will be on the Council agenda for the meeting this coming Tuesday.

If you have any questions which we did not discuss yesterday, please let me know.

Thanks,
Rick

Sent from my iPhone

This email contains the thoughts and opinions of the sender and does not reflect official City of Rockwall policies.

Other than the intended recipient, any confidential information contained in this email is prohibited from disclosure or use.

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Section 212.172 Texas Local Government Code by and between the City of Rockwall, Texas [*the 'City'*] and **TERRAVISTA INVESTORS, LLC**, [*'Owner's'*] the property owners of the hereinafter described property [*the 'Property'*] in Rockwall County, Texas, sometimes individually or collectively referred to as *Party* or *Parties*:

That property described in a deed to **TERRAVISTA INVESTORS, LLC** which is recorded at *Volume 7283 Page 108* of the Deed Records of Rockwall County, Texas, and commonly known as *Tax Parcel No. 0142-0000-0018-01-0R & 0142-0000-0018-00-0R*, which is attached hereto as *Exhibit 'A'*, consisting of approximately 97.2821 acres of land.

WHEREAS, *Owners* represent that the *Property* is within the *City's* existing extraterritorial jurisdiction ("ETJ") and more particularly described in ***Exhibit 'A'***; and

WHEREAS, *Owners* desire that the *Property* remain in the *City's* extraterritorial jurisdiction for the term of this Agreement;

WHEREAS, *Owners* and the *City* acknowledge that this Agreement between them is binding upon the *City* and the *Owners* and their respective successors and assigns for the term of the Agreement;

WHEREAS, *Owners* represent that it is their intention to develop the *Property* during the term of this Agreement in accordance with the Concept Plan, as set forth and described in *Exhibit 'B'* attached hereto; and

WHEREAS, this Agreement is to be recorded in the Real *Property* Records of Rockwall County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

SECTION 1.

Continuation of ETJ Status. The *City* guarantees the continuation of the ETJ status of the *Property* and agrees not to annex the *Property* for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

SECTION 2.

Concept Plan. The *Owners* covenant and agree that use of the *Property* for the term of this Agreement and any extensions agreed to by the Parties shall be limited to those uses described on a concept plan prepared by the landowner and approved by the *City* of Rockwall and herein attached as ***Exhibit 'B'***. Such uses and activities constitute the Concept Plan for the *Property* in satisfaction of Texas Local Government Code *Section*

212.172(b). The City hereby approves the use and development of the *Property* in accordance with the Concept Plan, and, specifically approves the land use as described and identified in the Concept Plan. The Concept Plan may be amended from time to time by written agreement between the Parties.

SECTION 3.

Governing Regulations

- (A) To the extent not inconsistent with the approved Concept Plan, the following Rockwall regulations shall apply to any development of the *Property*, as may be amended from time to time, provided that the application of such regulations does not prevent the continuation of a use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:
- (1) The Rockwall Unified Development Code Ordinance [*Ordinance No. 04-38*] as amended; for purposes of evaluating any proposed development of the *Property* under the Unified Development Code.
 - (2) The Subdivision Regulations, Chapter 24 of the Code of Ordinances and as amended, together with Standards of Design and Construction, City of Rockwall Texas, as supplemented by the North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas, 3rd Ed. 1998 (NCTCOG Manual).
 - (3) The Building Codes, [*Ordinance No. 12-02*], adopting:
 - a. *International Building Code, 2009 Edition with amendments;*
 - b. *International Residential Code, 2009 Edition with amendments;*
 - c. *The International Fire Code, 2009 Edition with amendments;*
 - d. *International Plumbing Code, 2009 Edition with amendments;*
 - e. *International Fuel Gas Code, 2009 Edition with amendments;*
 - f. *Rockwall Code of Ordinances, Property Maintenance Code, with amendments;*
 - g. *Uniform Swimming Pool Code, 2009 Edition with amendments; and*
 - h. *International Energy Conservation Code, 2009 Edition with amendments.*
 - i. *National Electric Code, 2008 Edition with amendments.*
 - j. *Rockwall Code of Ordinances, Fences, with amendments;*
 - k. *Rockwall Code of Ordinances, Dangerous Buildings, with amendments;*
 - l. *Rockwall Code of Ordinances, Moving of Buildings, with amendments.*

- (4) *The Sign Regulations, Section 15-232 (B) [Ordinance 10-07].*

- (B) If, pursuant to this Agreement or following termination of the Agreement, portions of the *Property* are annexed to the City, the Parties further covenant and agree that the use and development of such land thereupon shall be subject to the regulations of the lowest intensity single-family residential district and the subdivision regulations then in effect. In the event any portion of the *Property* is developed in compliance with this Agreement, then following annexation the *Property* will be rezoned consistent with the City's approved Comprehensive Plan so that development pursuant to this Agreement does not result in a nonconforming use of the *Property* and the future use and development of such land shall be governed by the regulations of the zoning district to which the land is reclassified and the subdivision regulations in effect at the time of approval of such rezoning.

SECTION 4.

Agreement Deemed Void in Part; Voluntary Annexation.

- (A) If an *Owner* files any application for or otherwise commences development of any portion of the *Property* inconsistent with the concept plan provided in Section 2, Sections 1 and 3 of this Agreement shall become null and void, except as herein expressly provided for.
- (B) Thereafter the City may initiate annexation of the *Property* pursuant to Texas Local Government Code Subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. *Owners* expressly and irrevocably consent to annexation of the *Property* under such circumstances. The *Owners* further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Texas Local Government Code Section 43.052, or successor statute.
- (C) Any development application that is submitted to the City for the *Property* during the term of this Agreement or during any extension, that is inconsistent with the concept plan and governing regulations, shall be denied based upon such plan and governing regulations, which collectively shall constitute regulations in effect at the time such application is submitted. The *Owners* expressly waive any vested rights that might otherwise arise under Texas Local Government Code Section 43.002 or Chapter 245 of the Texas Local Government Code, or successor statute, from the submittal of such inconsistent development application. The *Owners* further agree that no use commenced or completed on the *Property* that is inconsistent with the Concept Plan shall be considered established or in existence prior to the date that the City annexes the *Property* pursuant to this section.
- (D) If the City's right to annex, as of the date of this Agreement, is in any way diminished by a subsequent act by the Legislature of the State of Texas during the one year period or any additional period, that this Agreement is in effect, then such act shall be considered as a voluntary petition to annex.

SECTION 5.

Notice of Sale. If the *Owner* sells or conveys any portion of the *Property*, prior to such sale or conveyance, *Owner* shall give 30 days written notice of this Agreement to the prospective purchaser or grantee and the prospective purchaser or grantee acknowledge the City's rights under the terms of this Agreement. A copy of said notice and acknowledgement shall be forwarded to the City at the following address:

Attn: City Manager
City of Rockwall
City Hall
305 S. Goliad Street
Rockwall, Texas 75087

SECTION 6.

Recording. This Agreement is to run with the *Property* and be recorded in the real property records, Rockwall County, Texas.

SECTION 7.

Severability. Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect. It is the intent of the parties that, should it be determined that any portion of the *Property* was outside of the City's then existing ETJ at the time this Agreement took effect, the provisions of this Agreement shall apply to the remainder of the *Property* located within the City's extraterritorial jurisdiction.

SECTION 8.

Remedies. This Agreement may be enforced by either *Owners* or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by *Owners* waive no rights as to matters not addressed in this Agreement.

SECTION 9.

Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to Section 3.

SECTION 10.

Venue. Venue for this Agreement shall be in Rockwall County, Texas.

SECTION 11.

Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

SECTION 12.

Term and Extension. The initial term of this Agreement shall be for a period of fifteen (15) years from the Effective Date (*the 'Term'*). The Effective Date of the Agreement shall be the date the Agreement is executed by the City. Within 180 days prior to end of the Term of the Agreement, the City shall notify the *Owners* in writing that the Agreement is due to expire. If *Owners* desire to extend the operation of this Agreement beyond its Term, the *Owners*, at least 150 days prior to the end of the Term, shall submit a written request to the City for such an extension (*an 'Extension Request'*). The City, at least 90 days prior to the end of the Term shall notify *Owners* in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional one (1) year term (*referred to as a 'Subsequent Term'*). In the event such written notice from the City of its decision is not received by the *Owners* at least 90 days prior to the end of that Term such Extension Request is deemed granted and this Agreement continues for another Subsequent Term.

SECTION 13.

Termination. If the *Owners* do not provide an Extension Request pursuant to Section 12, or upon a written decision by the City not to extend the term of this Agreement for a Subsequent Term following the Term, then *Owners* shall be deemed to have filed a petition for voluntary annexation as of the end of the Term of this Agreement. If *Owners* submitted an Extension Request, then a notice pursuant to Section 13 by the City that it has decided not to extend the Term of this Agreement shall also include a notification whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. If *Owners* did not submit an Extension request then the City, at least 90 days prior to the end of the Initial Term, shall provide a written notification to *Owners*, by certified mail, whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. Any annexation proceedings pursuant to this section shall be commenced within 180 days after the end of the Term.

SECTION 14.

Negotiations. Upon termination of this Agreement and the decision by the City to accept the petition for voluntary annexation by the *Owners*, as provided in Section 12 or Section 13, then *Owners* and the City will enter into good faith negotiations regarding the service plan to be implemented, provided that, unless the parties agree otherwise, the service plan for such land shall conform to, and be implemented in accordance with the City's then existing adopted comprehensive and utility master plans. Upon annexation, the zoning shall initially be a use consistent with development of the *Property* consistent with the Concept Plan or if the *Property* has not been developed, the lowest intensity residential district, until an appropriate change in zoning is made pursuant to Chapter 211, Texas Local Government Code or successor statute. In connection with annexation pursuant to this section, the *Owner* hereby waives any and all vested rights and claims that he may have under Section 43.002(a)(2) and Chapter 245 Texas Local Government Code that would otherwise exist by virtue of any actions *Owners* may take between the termination of this Agreement and the completion of annexation proceedings by the City. Unless the City declines to annex the *Property* on the petition of the property *Owner*, the Concept Plan and governing regulations

consistent with the Concept Plan shall apply to any proposed development application prior to completion of annexation proceedings and the adoption of permanent zoning regulations for the *Property*, and the Concept Plan and governing regulations consistent with the Concept Plan shall be kept in effect for such purposes.

SECTION 15.

Survival of Covenants. The covenants in Sections 2, 4, 14, and 15 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

The Parties hereto have executed this agreement as of _____.

Owners:

TERRAVISTA INVESTORS, LLC

Joseph E. Howell, Manager

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____,
2015.

Notary Public, State of Texas

THE CITY OF ROCKWALL, TEXAS

By: _____

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____,
2015.

Notary Public, State of Texas

Exhibit 'A'
Legal Description

TRACT 1:

PART of the S. McFaddin Survey, Abstract No. 142, situated in Rockwall County, Texas, being the same tract of land described by Substitute Trustee's deed to Meridian Bank Texas (Tract 1) recorded in Volume 6659, Page 53 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the west corner of said Meridian tract, also for the west corner of a tract of land described by deed to Nan B. Miller recorded in Volume 7042, Page 75 of the Real Property Records of Rockwall County, Texas, also lying on the easterly line of Farm Market Road 548, an 80.00 feet wide right-of-way;

THENCE North 45 degrees 21 minutes 36 seconds East, along the northwest line of said Meridian tract and the southeast line of said Miller tract, along a wire fence, passing at a distance of 319.42 feet a 1/2 inch iron rod found for the east corner of said Miller tract and the west corner of the remainder tract to Glenn R. Robinson and wife, Gay L. Robinson recorded in Volume 532, Page 176 of the Deed Records of Rockwall County, Texas, and continuing along the northwest line of said Meridian tract and said wire fence, passing at a distance of 2,956.48 feet a 1/2 inch iron rod found for the east corner of a tract described by deed to Ronald Adley recorded in Volume 3774, Page 118 of the Real Property Records of Rockwall County, Texas, same being the most westerly corner of a 15.00 acre tract described by deed to Paul Bennett and Dorothy Alexander recorded in Volume 168, Page 711 of the Deed Records of Rockwall County, Texas, and continuing along the northwest line of said Meridian tract and a southeast line of said Bennett tract, and said wire fence, for a total distance of 3,127.32 feet to a 1/2 inch iron rod found for the north corner of said Meridian tract and an ell corner of said Bennett tract, from which a 1/2 inch iron rod found bears North 49 degrees 07 minutes 01 second West, 1.13 feet;

THENCE South 44 degrees 41 minutes 35 seconds East, along the northeast line of said Meridian tract and along a wire fence, a distance of 1,219.13 feet to a 1/2 inch iron rod found for the east corner of same, also for the north corner of a tract of land described by deed to Glenn Chadwell Turner and Kimberly Michelle Turner recorded in Volume 1676, Page 278 of the Deed Records of Rockwall County, Texas;

THENCE South 45 degrees 17 minutes 01 seconds West, along the southeast line of said Meridian tract, and the northwest line of said Turner tract, also along a wire fence, passing at a distance of 363.02 feet a 1/2 inch iron rod found for the west corner of said Turner tract, and the north corner of a tract of land described by deed to Dwane Turner recorded in Volume 1676, Page 267 of the Deed Records of Rockwall County, Texas, and continuing along the southeast line of said Meridian tract and the northwest line of said Dwane Turner tract, continuing along said wire fence, passing at a distance of 1,196.66 feet a 1/2 inch iron rod with cap stamped "R.P.L.S. 2291" found for the west corner of said Dwane Turner tract and the north corner of a tract of land described by deed to Crowell Development, Co., Inc. recorded in Volume 4417, Page 152 of the Real Property Records of Rockwall County, Texas, and continuing along the southeast line of said Meridian tract and the northwest line of said Crowell Development tract, continuing along said wire fence, for a total distance of 3,521.25 feet to a 1/2 inch iron rod with cap stamped "TIPTON" found for the south corner of said Meridian tract and the west corner of said Crowell Development tract, also lying on the northeast line of the aforementioned Farm Market Road 548;

THENCE North 44 degrees 19 minutes 08 seconds West, along the northeast line of said Farm Market Road 548, a distance of 692.70 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 533.69 feet, a central angle of 59 degrees 13 minutes 01 second, and a chord which bears North 14 degrees 43 minutes 13 seconds West, 527.36 feet;

THENCE along the northeast line of said Farm Market Road 548, and said curve to the right in a northwesterly direction, an arc distance of 551.58 feet to a 1/2 inch iron rod found at the end of said curve;

THENCE North 14 degrees 53 minutes 23 seconds East, continuing along the northeast line of said Farm Market Road 548, a distance of 146.05 feet to the PLACE OF BEGINNING and containing 4,237,610 square feet or 97.282 acres of land.

Exhibit 'B'
Concept Plan

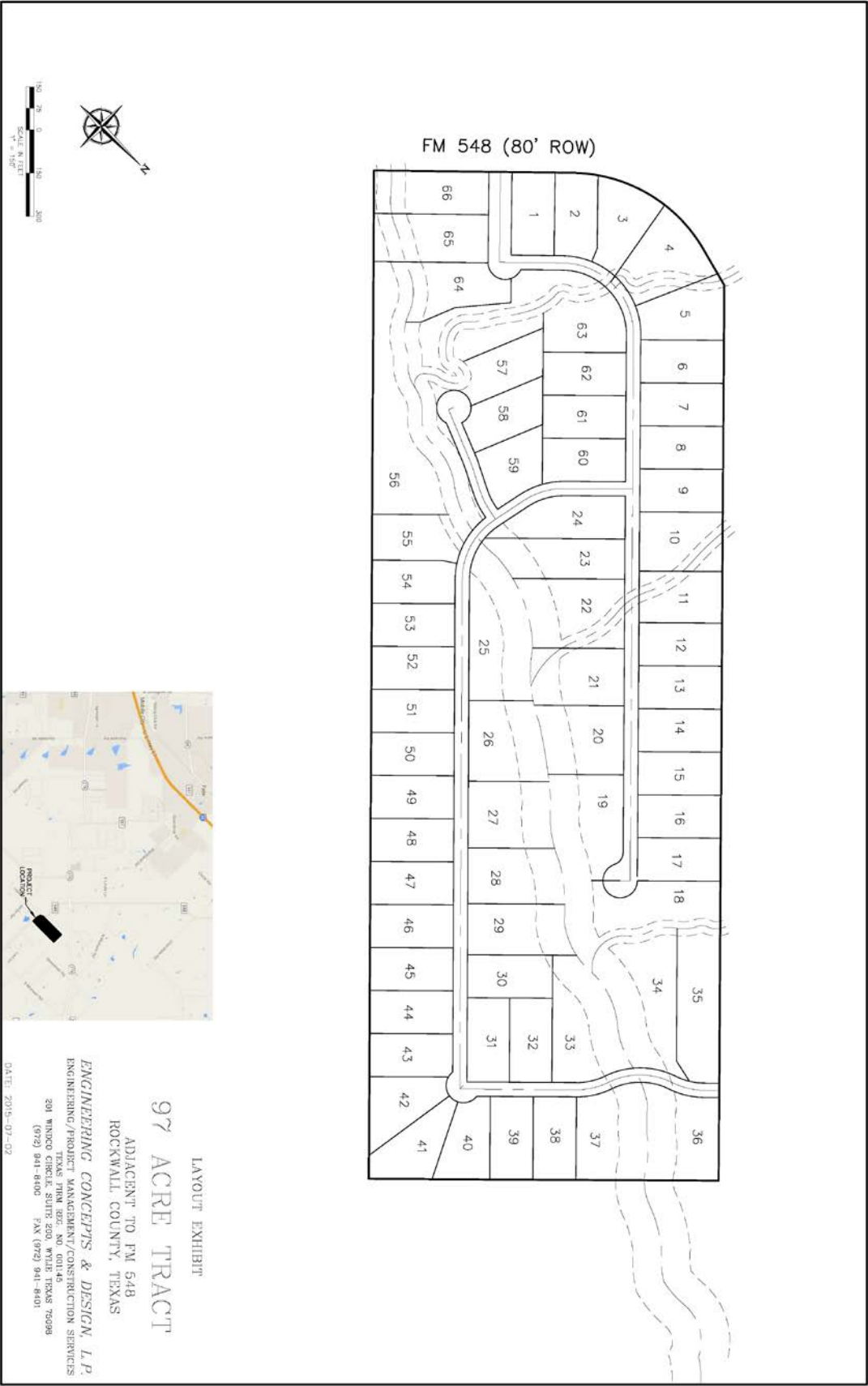


Exhibit 'C'
Development Standards

Development Standards.

1. *Permitted Uses.* Unless specifically provided by this agreement, only those uses permitted within the Single Family 1 (SF-1) 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. *Density and Dimensional Requirements.* The maximum permissible density for the *Subject Property* shall not exceed one (1) dwelling unit per gross acre of land; however, in no case should the proposed development exceed 66 units. All lots shall conform to the standards depicted in *Table 1* below unless specifically provided for in *Table 2* below.

Table 1: Lot Dimensional Requirements

Minimum Lot Width ⁽¹⁾	150'
Minimum Lot Depth	250'
Minimum Lot Area ⁽⁶⁾	43,560 SF
Minimum Front Yard Setback ⁽²⁾	40'
Minimum Side Yard Setback ⁽⁷⁾	15'
Minimum Side Yard Setback (Adjacent to a Street) ⁽⁷⁾	20'
Minimum Length of Driveway Pavement (Rear and Side Yard Only)	25'
Maximum Height ⁽³⁾	36'
Minimum Rear Yard Setback ⁽⁴⁾	20'
Minimum Area/Dwelling Unit (SF) ⁽⁵⁾	2,600 SF
Maximum Lot Coverage	45%
Minimum Number of Paved Off-Street Parking Spaces	2 Spaces
Minimum Distance Between Buildings	10'

General Notes:

1. The minimum lot width shall be measured at the *Front Yard Building Setback*. The Director of Planning or his designee may grant a reduction in the required lot width by up to 10% of the required width if deemed necessary to the design of the lot.
2. The location of the *Front Yard Building Setback* as measured from the front property line.
3. The *Maximum Height* shall be measured to the eave or top plate (whichever is greater) of the single family home.
4. As measured from the rear yard property line.
5. The minimum area/dwelling unit only includes air conditioned square space.
6. The minimum lot area refers to area outside of the floodplain, as defined per the City's regulations.
7. Masonry wing walls may extend five (5) feet beyond the applicable side yard setback.

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

- (a) *Masonry Requirement.* The minimum masonry requirement for the exterior façades of all primary structures (*i.e. dwelling units only*) shall be 80%. For the purposes of this agreement the masonry requirement shall be limited to full width brick, natural stone, cast stone, cementaceous fiberboard horizontal lap-siding (*e.g. HardyBoard or Hardy Plank*), and stucco (*i.e. three [3] part stucco or a comparable -- to be determined by staff*). Cementaceous products (*e.g. HardyBoard, Hardy Plank, Stucco, etcetera*) shall be limited to 50% of the masonry requirement.
- (b) *Roof Pitch.* A minimum of an 8:12 roof pitch is required on all structures with the exception of porches, which shall have a minimum of a 4:12 roof pitch.

Exhibit 'C'
Development Standards

- (c) *Garage Orientation.* Garages shall be accessed from a traditional 'J'-Swing or Swing type driveway arrangement. A second, single garage door facing the street is permitted behind the width of the required double door garage that is accessed from a traditional 'J'-Swing or Swing configuration.
4. *Anti-Monotony Restrictions.* The development shall adhere to the following *Anti-Monotony* restrictions (*for spacing requirements see the illustration below*):
- (1) Exterior wall materials must comply with the *Masonry Requirements* listed in Section 3.(a). Additionally, all chimneys are required to utilize masonry materials.
 - (2) 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.
 - (3) 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 FM-548 shall not repeat without at least two (2) 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) Garage Location
 - (c) Roof Type and Layout
 - (d) Articulation of the Front Façade
 - (4) Crown molding will be installed in all living and family rooms, unless vaulted or pop-up ceilings are utilized. No *Formica* countertops may be installed in kitchens and/or bathrooms, and vinyl flooring and blown acoustic ceilings are prohibited.
 - (5) 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*). Alternatively, a tile, metal or other higher quality may be utilized as a roofing material pending it conform to the *Anti-Monotony Restrictions* stated in this section.

See the Illustrations on the following page.

Exhibit 'C'
Development Standards

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

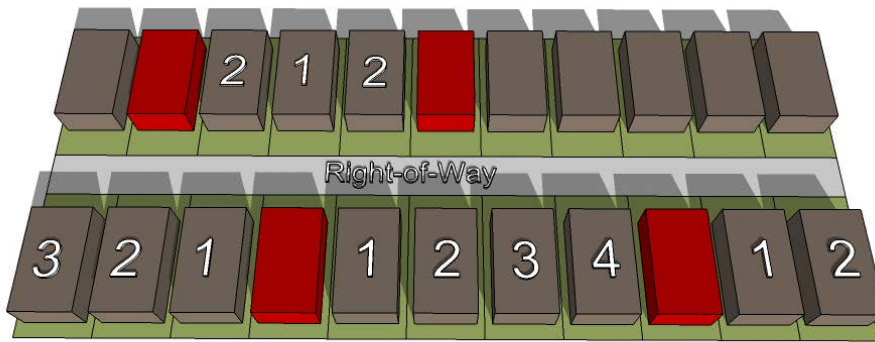


Illustration 2: Properties do not line up on opposite side of the street. Where RED are the same.



5. *Fencing Standards.* Fences are not mandatory for any lot within this subdivision; however, if a property owner chooses to construct a fence it will need to adhere to the following standards:
 - (a) *Solid Residential Fencing.* All solid residential fencing shall be cedar standard fencing material (minimum 1/2" thickness) or better (*spruce fencing is not allowed*). All cedar pickets shall be placed on the *public side* facing the street or neighboring property.
 - (b) *Wrought-Iron/Tubular Steel Fencing.* Lots located along perimeter roadways (*i.e. FM-548*) and abutting open spaces, greenbelts and/or a park [*if any*] -- *excluding, land abutting development land or yard areas of adjacent properties/homes* -- shall be required to install tubular steel or wrought-iron fencing.
 - (c) *Common Area Fencing.* All common areas and perimeter fencing shall be maintained by a Homeowners Association (HOA) as specified by the *Subdivision Regulations* contained in *Chapter 38* of the City's *Municipal Code of Ordinances*. Common area fencing shall be constructed of tubular steel or wrought-iron and not exceed six (6) feet in height.
6. *Landscaping.* At the time of final inspection of the finished home, all single-family lots shall be landscaped with large canopy trees as follows:
 - (a) Two (2) minimum three (3) inch caliper trees, as measured six (6) inches above the root ball, shall be planted in the front yard of all interior lots.

Exhibit 'C'
Development Standards

- (b) Two (2) minimum three (3) inch caliper trees, as measured six (6) inches above the root ball, shall be planted in the front yard of all corner lots and two (2) additional trees shall be planted in the side yard facing the street.

Note. Any existing trees that are in conformance with the tree mitigation requirements stipulated by Article IX, Tree Preservation, of the Unified Development Code, which can be preserved, will be counted as credits towards all required landscaping requirements.

7. *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.
8. *Streets.* The street cross sections shall be as depicted within *Exhibit 'B'* of this agreement. The property owner (with direct adjacency) shall be responsible for maintaining the area between edge of pavement and their property line (*i.e. the bar ditches/drainage areas*).
9. *On-Site Sewage Facilities.* *Septic Systems* are permitted on all lots within this subdivision pending conformance to the following standards:
 - (a) All *Septic Systems* shall be designed by a licensed *On-Site Sewage Facility (OSSF)* professional (*e.g. licensed engineer, sanitarian, and etcetera*).
 - (b) A stamped and signed copy of the *Septic System* plans indicating the full limits of the septic field shall be submitted to the city at the time of construction on a *lot-by-lot* basis.
 - (c) All *Septic Systems* shall be inspected and approved by the City's chosen inspector.
10. *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 (*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*. The *Developer* shall not be required to relocate existing overhead power-lines along the perimeter of the *Subject Property*.
11. *Neighborhood Signage.* Permanent subdivision identification signage shall be permitted at all major entry points for the proposed subdivision. Final design and location of any entry features shall be reviewed and approved with the final plat.
12. *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, screening fences associated with this development.

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizon

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Kristy Cole, Assistant to the City Manager / City Secretary

DATE: September 3, 2015

SUBJECT: Boards & Commissions (Re)Appointments

Since the last council meeting, staff has received feedback from various council members concerning board & commission appointments.

Regarding the **Animal Adoption Center/Shelter Advisory Committee**, Councilmember Fowler is recommending reappointment of the following board members:

- **Ken Dickson**
- **Dr. Kurt Avery and**
- **Sandra Solomon**

Regarding the **Architectural Review Board**, Councilmember Fowler is recommending that the council consider replacing current board member Engiell Tomaj with new appointee, **Ralph Chizzonite**. Councilman Fowler is also recommending reappointment of the following board members through August 2017:

- **Enid Reyes**
- **Ashlei Neil and**
- **Jimmy Strohmeyer**

Regarding the **Historic Preservation Advisory Board**, Mayor Pruitt is recommending that the Council consider reappointing the following board members through August 2017:

- **Mike Mishler** and
- **Carolyn Francisco**

Furthermore, he recommends replacing current board members Glen Turbyfill and Michael Keegan with new appointees, **Daniel Nichols** and **Gabriel Castro**.

Regarding the **Board of Adjustments**, Council is asked to consider reappointing:

- **Stephen Geiger** and
- **Martin Musser**

Regarding the **Building & Standards Commission**, Council is asked to consider reappointing:

- **Dennis Dayman** and
- **Freddie Jackson**

One new, 'outright' appointment/appointee is still needed for this board (BSC), as an existing member (Glenn Carr) is 'termed out.'

Regarding the **Youth Advisory Council (YAC)**, Councilmembers White and Fowler, along with three existing YAC students, City Secretary Kristy Cole and RHS Geography Teacher Brandy Glover met September 2 to interview twelve applicants to fill vacancies for this school year's program. The interview panel is recommending that Council consider appointing the following slate of students to YAC for the 2015-16 school year:

1. Beth Naylor (re-appointment) – Senior, homeschool
2. Isabella Burzair (re-appointment) – Senior, RHHS
3. Baldwin Bakkal (re-appointment) – Senior, RHHS
4. Derek "Gunner" Avenetti (re-appointment) – Senior, RHS
5. Cate Ghormley (re-appointment) – Senior, RHS
6. Logan Peet (re-appointment) – Senior, RHHS

- 7.** Jake Mirelez (re-appointment) – Senior, RHS
- 8.** Reid Rakow (re-appointment) – Junior, RHS
- 9.** Bethany Villalobos (re-appointment) – Sophomore, RHS
- 10.** Lanson Bennett (new appointment) – Senior, Heritage Christian Academy
- 11.** Avery Dalfrey (new appointment) – Junior, RHHS
- 12.** Zully Zavala (new appointment) – Junior, RHS
- 13.** Caleb Davis (new appointment) – Freshman, homeschool

All of the above students are Rockwall residents except Caleb Davis and Jake Mirelez. Fate City Manager, Michael Kovacs, has agreed to financially sponsor both of these students to participate in Rockwall's YAC program this school year.

THIS PAGE INTENTIONALLY LEFT BLANK



City of Rockwall
The New Horizons

Building Inspections Department Monthly Report

July 2015

Permits

Total Permits Issued: 319

Building Permits: 76

Contractor Permits: 243

Total Permit Values: \$ 14,344,521.41

Building Permits: \$ 13,033,240.31 Contractor Permits: \$ 1,311,281.10

Total Fees Collected: \$ 303,359.40

Building Permits: \$ 273,592.32

Contractor Permits: \$ 29,767.08

Board of Adjustment

Board of Adjustment Cases

1

PERMITS ISSUED - Summary by Type and Subtype
For the Period 7/1/2015 thru 7/31/2015

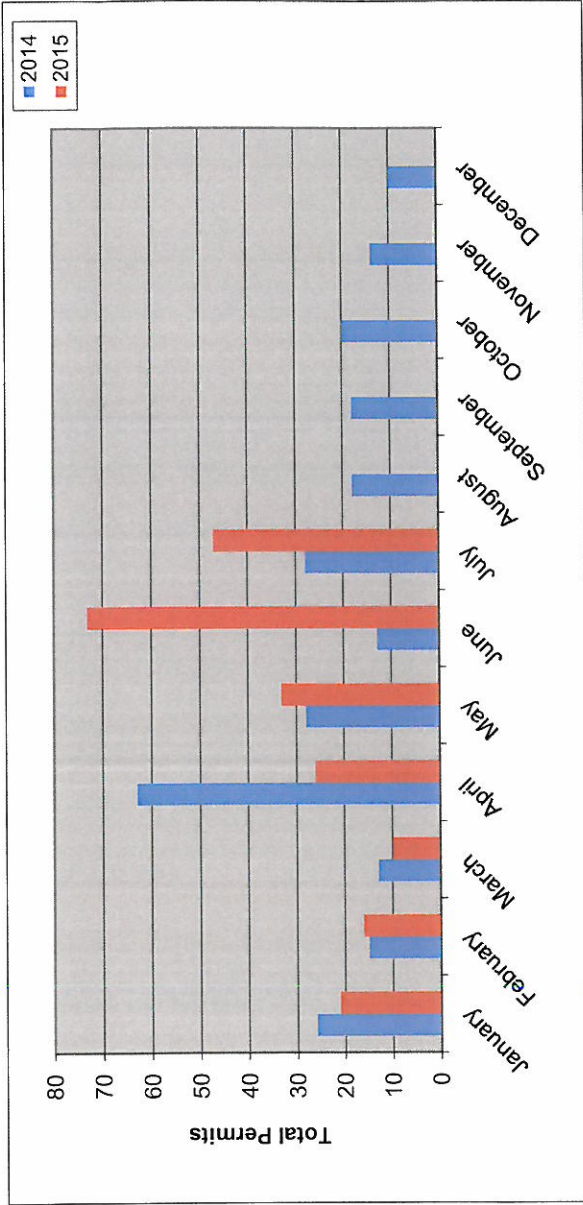
Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	10	\$0.00	\$504.50
30 DAY BANNER	9	\$0.00	\$454.50
COMING SOON	1	\$0.00	\$50.00
CLEAN SHOW	1	\$0.00	\$75.00
	1	\$0.00	\$75.00
CO	12	\$0.00	\$832.50
BUSINESS	10	\$0.00	\$681.00
NEW CONSTRUCTION	2	\$0.00	\$151.50
COMM	35	\$2,418,322.31	\$48,010.70
ADDITION	1	\$6,000.00	\$139.48
ALTERATION	1	\$15,000.00	\$262.75
CONCRETE	2	\$2,168.00	\$116.45
DECK	1	\$3,500.00	\$110.93
ELECTRICAL	5	\$21,860.00	\$227.80
FENCE	2	\$38,000.00	\$171.50
INTERIOR COMP	3	\$427,078.00	\$4,014.15
IRRIGATION	4	\$22,037.00	\$7,572.80
MECHANICAL	2	\$35,600.00	\$598.05
NEW	1	\$282,279.31	\$16,913.42
PLUMBING	3	\$8,300.00	\$5,849.31
REMODEL	8	\$1,553,500.00	\$11,962.56
ROOF	2	\$3,000.00	\$71.50
NONPROFIT SIGN	1	\$0.00	\$0.00
	1	\$0.00	\$0.00
SIGNAGE	18	\$0.00	\$2,254.50
DIRECTORY	1	\$0.00	\$75.00
MONUMENT	2	\$0.00	\$151.50
POLE	2	\$0.00	\$150.00
WALL	13	\$0.00	\$1,878.00
SINGLE FAMILY	223	\$11,926,199.10	\$251,300.70
ACC BLDG	5	\$13,656.00	\$447.18
ADDITION	1	\$20,361.00	\$353.69
ALTERATION	1	\$0.00	\$35.00
BALCONY	1	\$34,000.00	\$493.65
BOAT DOCK	1	\$30,000.00	\$453.25
CONCRETE	8	\$29,900.00	\$826.22
ELECTRICAL	3	\$19,345.00	\$137.00
FENCE	48	\$177,500.00	\$1,732.70
IRRIGATION	15	\$32,100.00	\$526.50
MECHANICAL	25	\$172,632.00	\$3,841.78
MISCELLANEOUS	1	\$4,000.00	\$108.75
NEW	47	\$10,619,616.00	\$237,772.14
PATIO COVER	2	\$6,800.00	\$175.99
PERGOLA	2	\$4,450.00	\$161.56
PLUMBING	19	\$25,489.00	\$1,610.09
REMODEL	1	\$17,000.00	\$296.57
RETAINING WALL	2	\$14,000.00	\$71.50
ROOF	21	\$181,497.65	\$746.20
SEAWALL	1	\$6,000.00	\$35.03
SWIM POOL	8	\$447,265.00	\$1,088.00

City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 7/1/2015 thru 7/31/2015

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
WINDOWS	11	\$70,587.45	\$387.90
SPECIAL EVENT	19	\$0.00	\$381.50
	19	\$0.00	\$381.50
Totals:	319	\$14,344,521.41	\$303,359.40

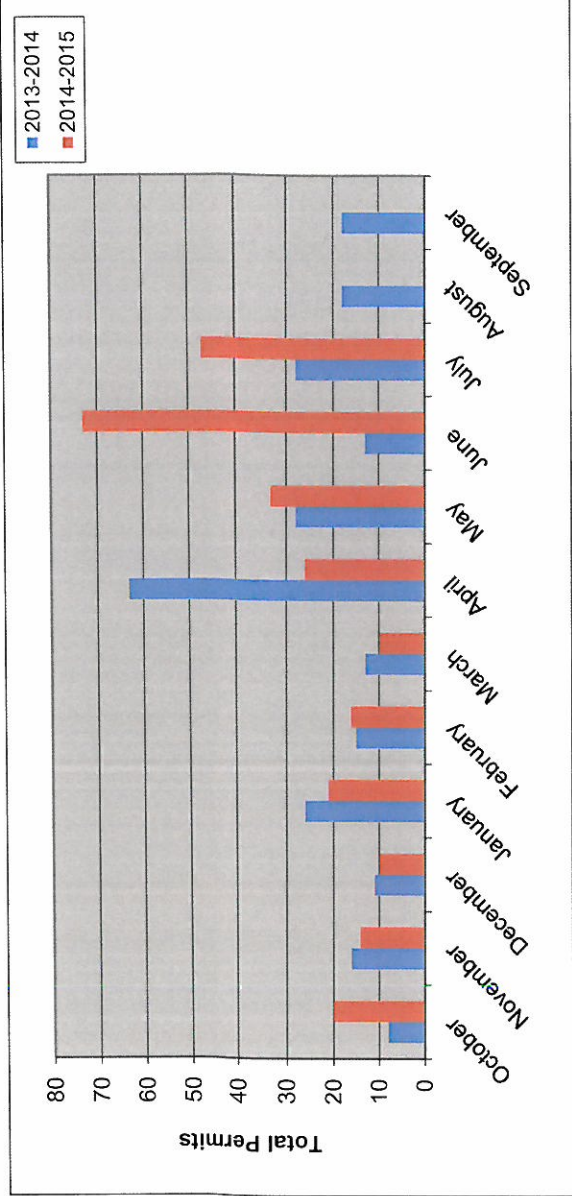
New Residential Permits Calendar Year

	Year	
	2014	2015
January	26	21
February	15	16
March	13	10
April	63	26
May	28	33
June	13	73
July	28	47
August	18	
September	18	
October	20	
November	14	
December	10	
Totals	266	226



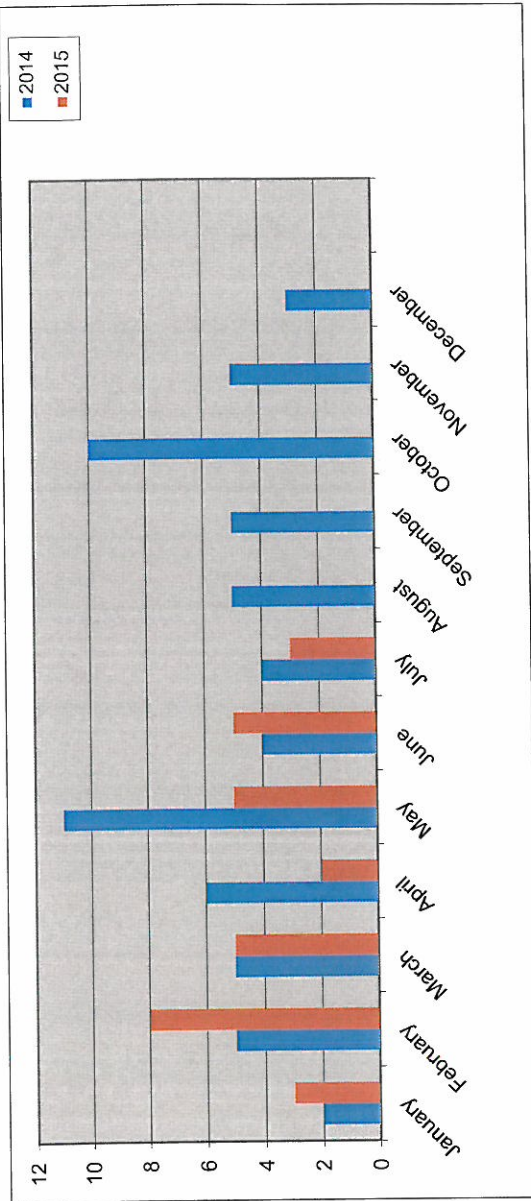
New Residential Permits Fiscal Year

	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	73
July	28	47
August	18	
September	18	
Totals	257	270



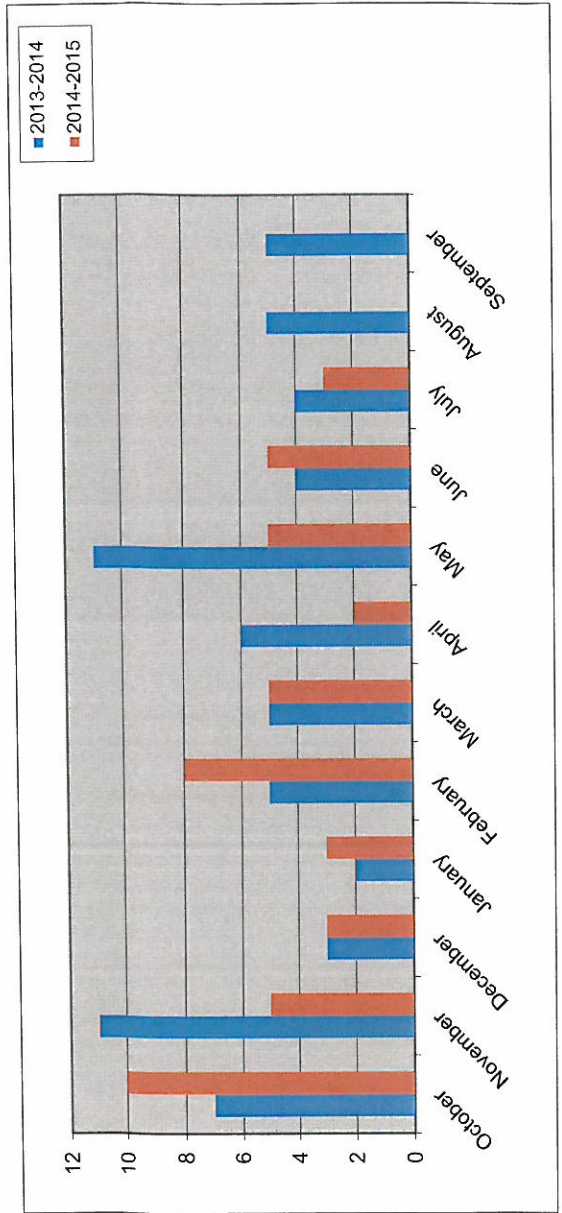
Residential Remodel Permits Calendar Year

	Year	
	2014	2015
January	2	3
February	5	8
March	5	5
April	6	2
May	11	5
June	4	5
July	4	3
August	5	
September	5	
October	10	
November	5	
December	3	
Totals	65	31



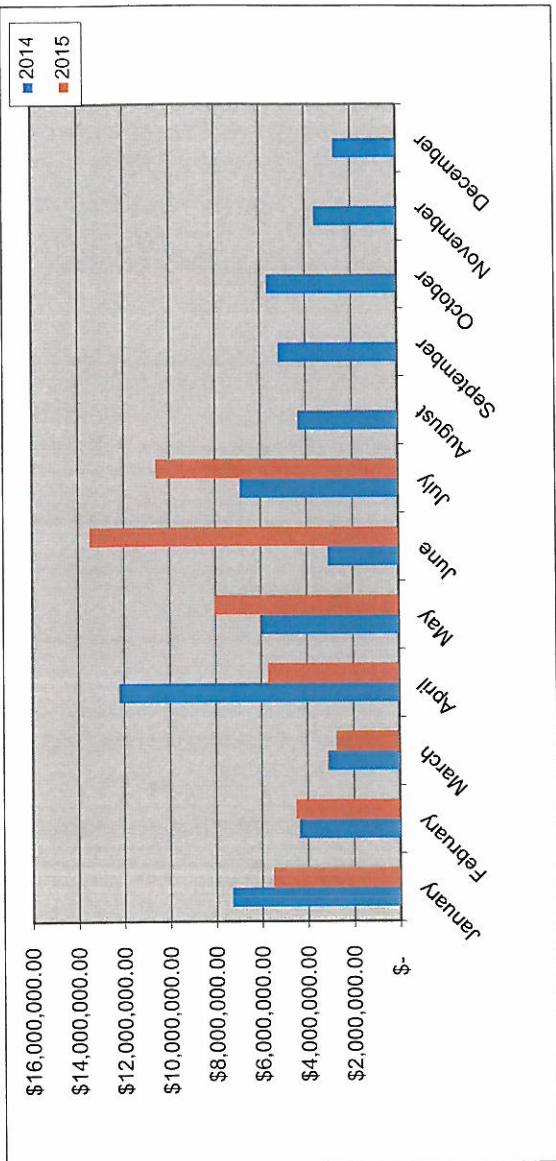
Residential Remodel Permits Fiscal Year

	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	5
July	4	3
August	5	
September	5	
Totals	68	49



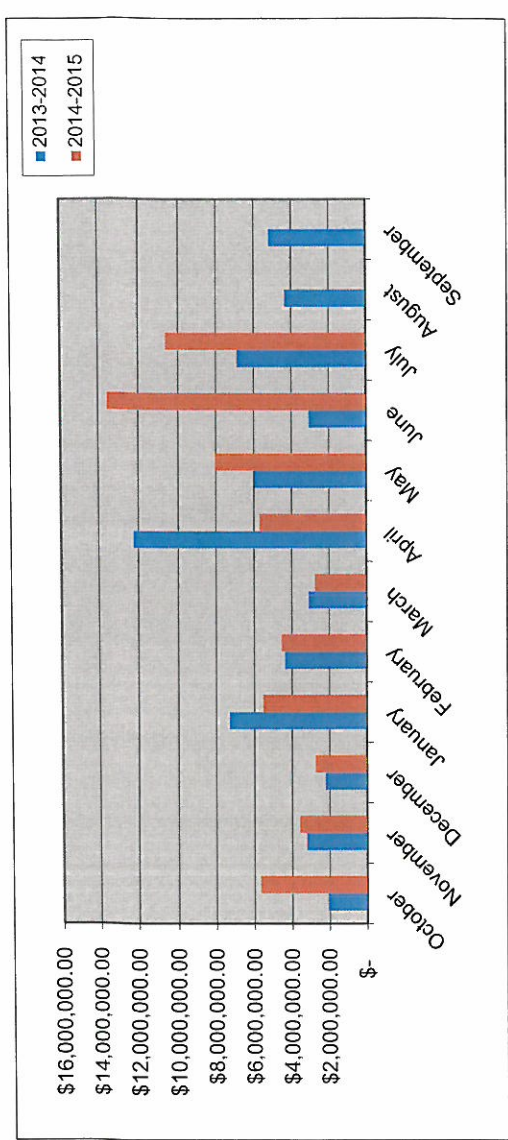
New Residential Value Calendar Year

	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	\$ 13,489,179.50
July	\$ 6,883,062.87	\$ 10,619,616.00
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	
Totals	\$64,327,482.92	\$ 50,623,290.02



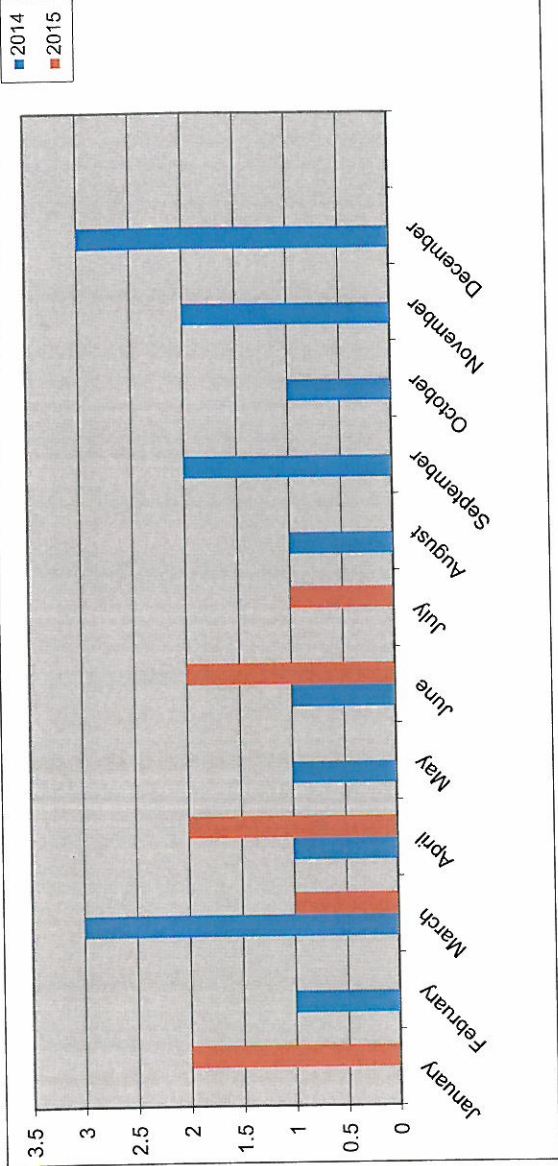
New Residential Value Fiscal Year

	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	\$ 13,489,179.50
July	\$ 6,883,062.87	\$ 10,619,616.00
August	\$ 4,330,100.19	
September	\$ 5,184,201.79	
Totals	\$59,868,006.92	\$ 62,579,341.02



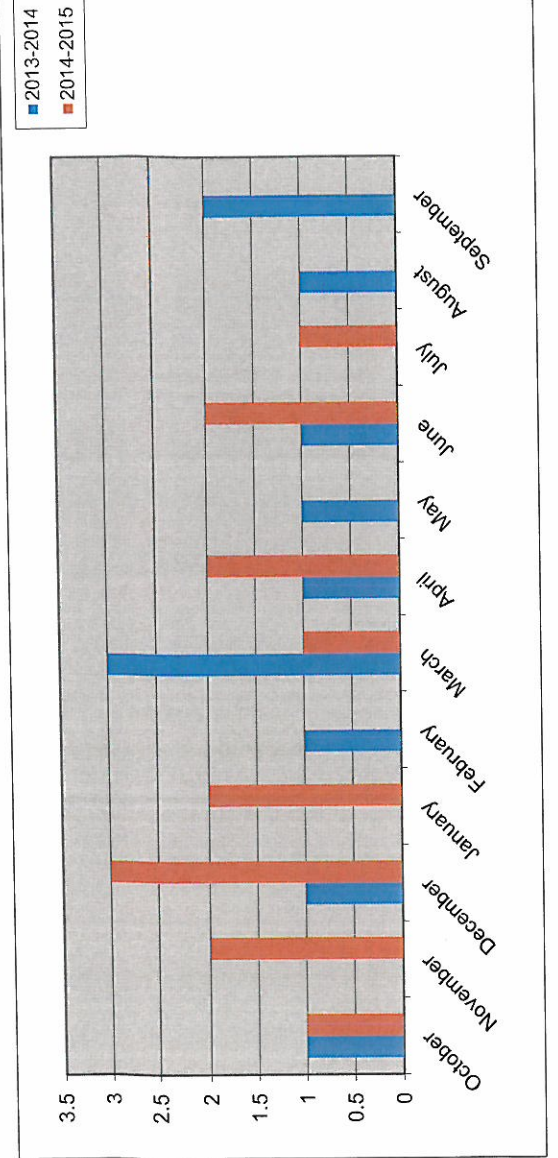
New Commercial Permits Calendar Year

	Year	
	2014	2015
January	0	2
February	1	0
March	3	1
April	1	2
May	1	0
June	1	2
July	0	1
August	1	
September	2	
October	1	
November	2	
December	3	
Totals	16	8



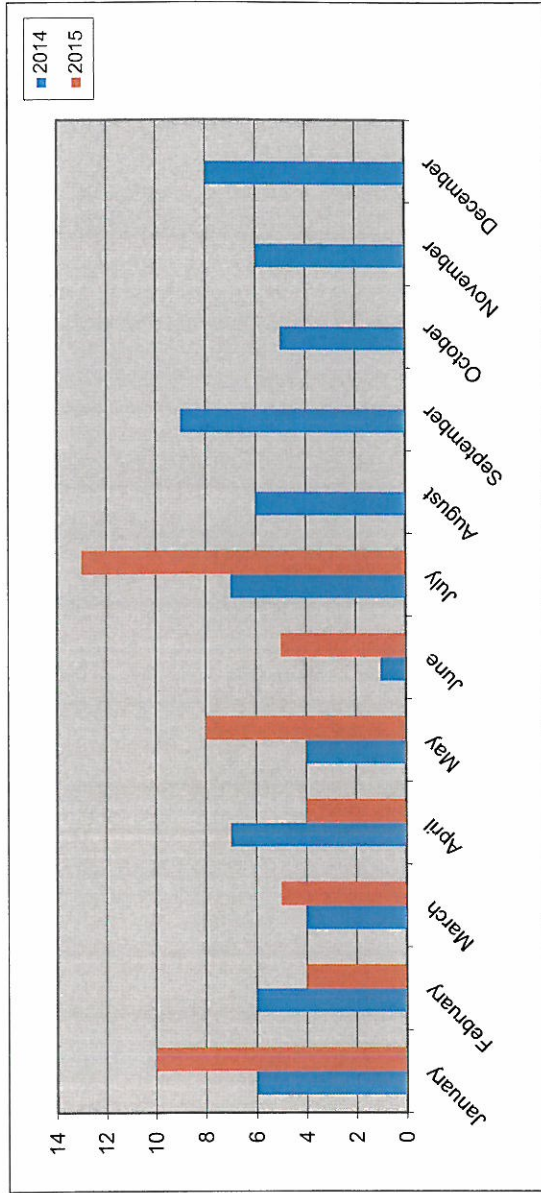
New Commercial Permits Fiscal Year

	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	2
July	0	1
August	1	
September	2	
Totals	12	14



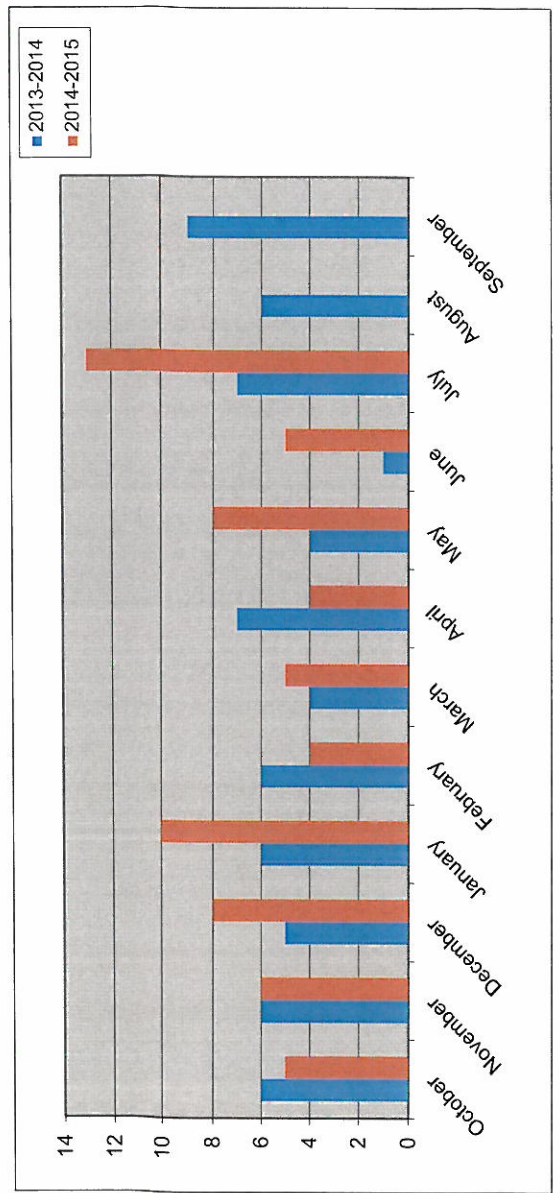
Commercial Remodel Permits Calendar Year

	Year	
	2014	2015
January	6	10
February	6	4
March	4	5
April	7	4
May	4	8
June	1	5
July	7	13
August	6	
September	9	
October	5	
November	6	
December	8	
Totals	69	49



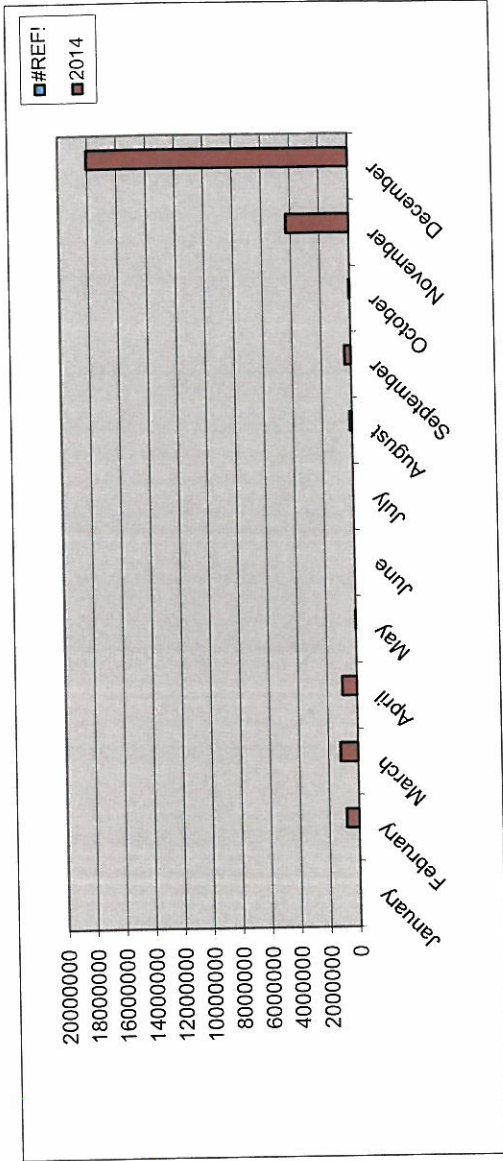
Commercial Remodel Permits Fiscal Year

	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	5
July	7	13
August	6	
September	9	
Totals	67	68



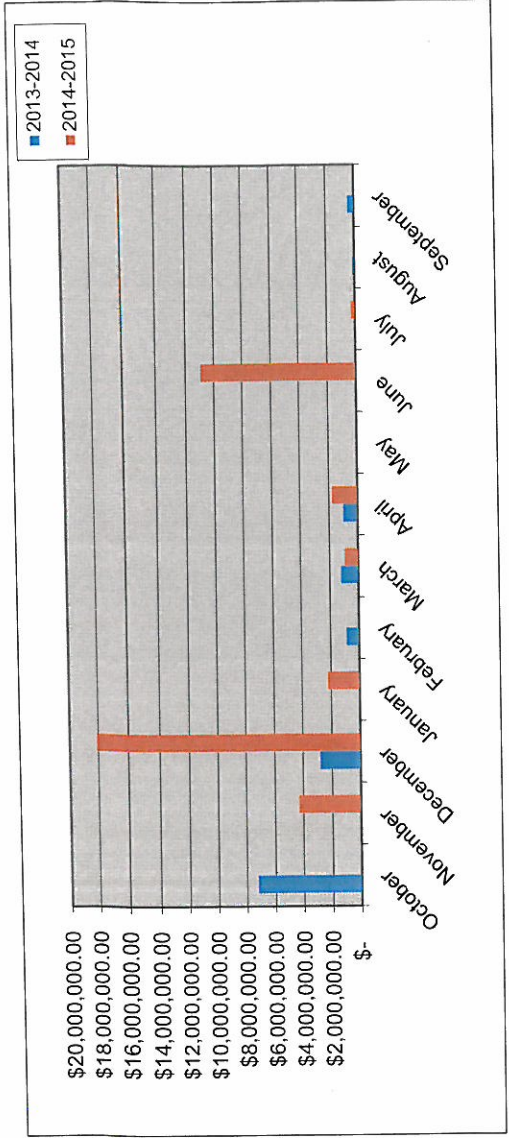
New Commercial Value Calendar Year

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	\$ -	\$ 10,900,000.00
July		282279.31
August	\$ 150,000.00	
September	\$ 430,795.00	
October	\$ 49,000.00	
November	\$ 4,300,000.00	
December	\$ 18,050,000.00	
Totals	\$ 26,019,795.00	\$ 16,092,279.31



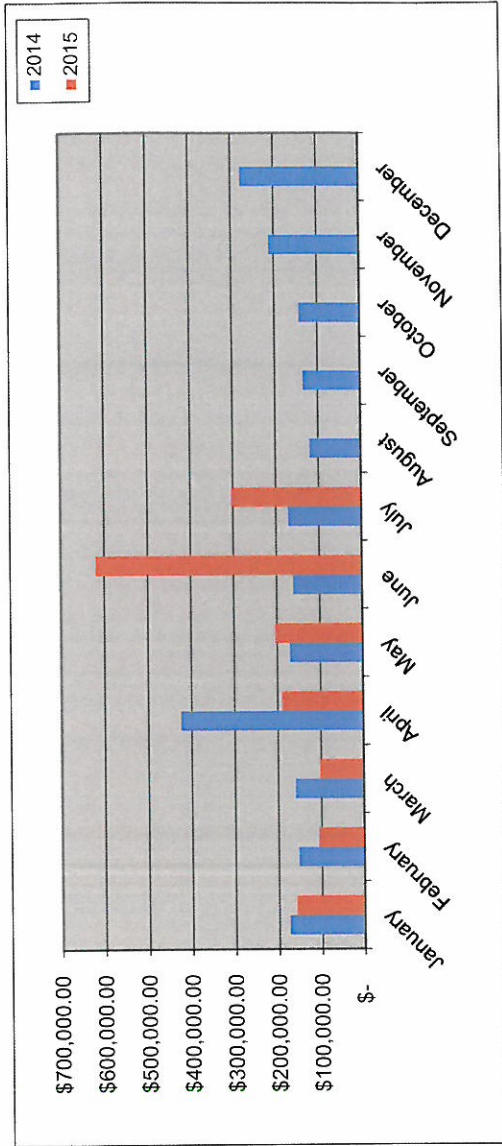
New Commercial Value Fiscal Year

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	\$ -	\$ 10,900,000.00
July		282279.31
August	\$ 150,000.00	
September	\$ 430,795.00	
Totals	\$ 13,645,795.00	\$ 38,491,279.31



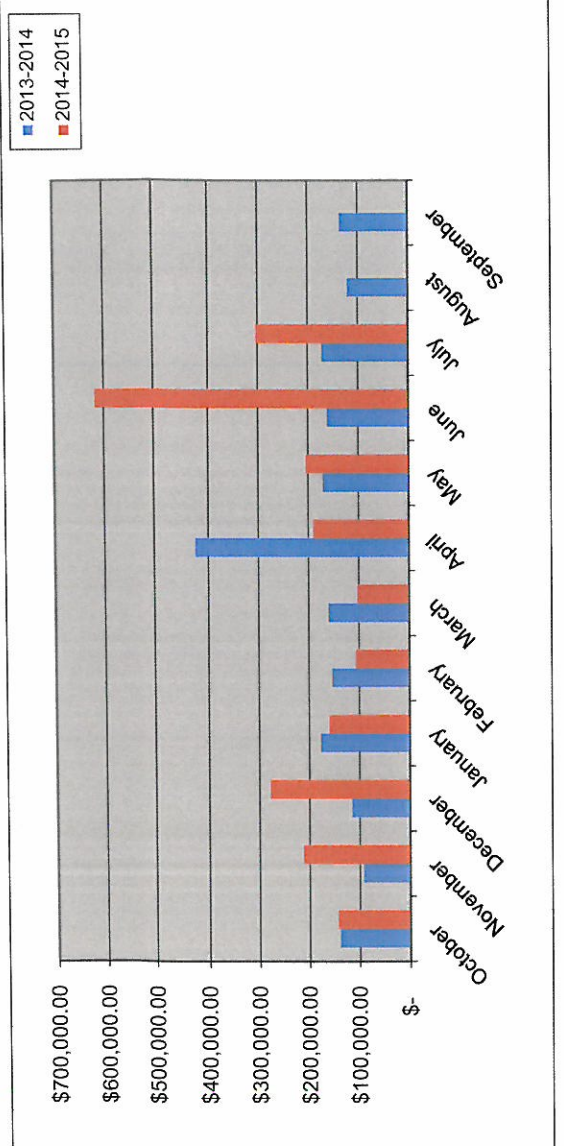
Total Fees Collected Calendar Year

	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	\$ 618,061.51
July	\$ 172,232.70	\$ 303,359.40
August	\$ 120,790.39	
September	\$ 135,478.13	
October	\$ 143,153.00	
November	\$ 212,222.54	
December	\$ 277,864.58	
Totals	\$ 2,309,437.61	\$ 1,683,917.27



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	\$ 161,829.08	\$ 618,061.51
July	\$ 172,232.70	\$ 303,359.40
August	\$ 120,790.39	
September	\$ 135,478.13	
Totals	\$ 2,021,531.39	\$ 2,317,157.39



City of Rockwall
PERMITS ISSUED
For the Period 7/1/2015 thru 7/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Subdivision Name			Total SQFT	
Issue Date	Status of Permit	Plan Number				
CO2015-0033	CO	5445 Horizon Rd		0.00	\$ 75.00	\$ 75.00
4/7/2015	BUSINESS	0080-0000-0020-06-0R				
7/7/2015	ACTIVE	Corey & Lary Knowlton			0	
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	BUFFALO, CREEK BUSINESS I	ROYSE CITY	TX	75189		
APPLICANT	Corey Knowlton	324 Myers	Heath	TX	75032	(214) 417-0111
BUS OWNER	Corey & Lary Knowlton	5445 Horizon Rd	Rockwall	TX	75032	(214) 417-0111
BUSINESS	Corey & Lary Knowlton					
CO2015-0038	CO	898 Steger Town Dr.		0.00	\$ 75.00	\$ 75.00
4/15/2015	BUSINESS	5067-000A-0003-00-0R				
7/13/2015	ACTIVE	STEGER TOWNE CROSSING PH I			0	
		Avis Budget Car Rental				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	STEGER, DUNHILL LLC	DALLAS	TX	75205		
APPLICANT	Jeff Wagner	P.O. Box 612707		75261		(972) 453-4051
BUS OWNER	Jeff Wagner	898 Steger Towne Dr	Rockwall	TX	75032	(972) 453-4051
CO2015-0044	CO	105 St Mary's St		0.00	\$ 75.00	\$ 75.00
5/11/2015	NEW CONSTRUCTION	3140-0117-000D-00-0R				
7/10/2015	ACTIVE	B F BOYDSTON			0	
		Albright, Hill & Sumpter, PC				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	BOND, DAVID L AND LOUIS /	DALLAS	TX	75243		
APPLICANT	Jennifer Hill	974 Starlight Pl.	ROCKWALL	TX	75087	(972) 270-5452
INSP RPT EMAIL	Jennifer Hill	974 Starlight Pl.	ROCKWALL	TX	75087	(972) 270-5452
BUS OWNER	Jennifer Hill	105 St. Mary	Rockwall	TX	75087	(972) 270-5452
BUSINESS	Albright, Hill & Sumpter, PC					
CO2015-0048	CO	1405 Goliad St S D		0.00	\$ 75.00	\$ 75.00
5/22/2015	BUSINESS	0255-0000-0034-00-0R				
7/9/2015	ACTIVE	LOFLAND INDUSTRIAL PARK			0	
		I fix phone Repair				
Contact Type	Contact Name	Contact Address				Phone Number
BUS OWNER	Paul Aube	P.O. Box 868	Rockwall	TX	75087	(972) 279-0409
BUSINESS	I Fix Phone Repair					
OWNER	WHITFORD, D R	PALMER	TX	75152		
APPLICANT	Paul Aube					

City of Rockwall
PERMITS ISSUED

For the Period 7/1/2015 thru 7/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Subdivision Name			Total SQFT	
Issue Date	Status of Permit	Plan Number				
CO2015-0051	CO	108 E RUSK ST		0.00	\$ 76.50	\$ 76.50
5/28/2015	BUSINESS	4820-000M-0003-A0-0R				
7/10/2015	ACTIVE	ROCKWALL ORIGINAL TOWN			0	
		EMBELLISHED ON THE SQUARE				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	SWIERCINSKY, MICHAEL P AI	RDT ENTERPRISES INC	ROCKWALL	TX	75087	
APPLICANT	PRISCILLA WILLESS	108 E RUSK ST.	ROCKWALL	TX	75087	(972) 741-3156
CONTRACTOR	PRISCILLA WILLESS	108 E RUSK ST.	ROCKWALL	TX	75087	(972) 741-3156
BUS OWNER	PRISCILLA WILLESS	108 E RUSK ST.	ROCKWALL	TX	75087	(972) 741-3156
BUSINESS	EMBELLISHED ON THE SQUA	108 E RUSK ST.	ROCKWALL	TX	75087	(972) 741-3156
PERMIT TECH	Brenda Crane	385 S Goliad St.	ROCKWALL	TX	75087	(972) 771-7709
PERMIT TECH 2	Vicky Morton	385 S Goliad St.	ROCKWALL	TX	75087	(972) 771-7709
CO2015-0054	CO	206 E Washington St		0.00	\$ 0.00	\$ 0.00
6/15/2015	BUSINESS	4820-000S-0002-00-0R				
7/9/2015	ACTIVE	ROCKWALL ORIGINAL TOWN			0	
		School of Rock				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	WALKER, TOM		ROCKWALL	TX	75087	
APPLICANT	Stuart Smith	206 E Washington	ROCKWALL	TX	75087	(214) 906-2347
PLB CONTR	n/a					
ELEC CONTR	ALAN ELECTRIC	1101 ELM GROVE	ALLEN	TX	75002	(214) 620-4478
INSP RPT EMAIL	Stuart Smith	206 E Washington	ROCKWALL	TX	75087	(214) 906-2347
CONTRACTOR	Stuart Smith	206 E Washington	ROCKWALL	TX	75087	(214) 906-2347
MECH CONTR	Paradise Air Inc.	3505 Robin Road	Plano	TX	75075	(972) 612-5555
BUS OWNER	Stuart C smith	206 E Washington St	Rockwall	TX	75087	149062347
CO2015-0056	CO	216 Ranch Trail		0.00	\$ 75.00	\$ 75.00
6/25/2015	BUSINESS	4720-0000-0003-00-0R				
7/23/2015	ACTIVE	RAINBOW ACRES			0	
		Covenant M&A, LLC				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	JERRY, KISICK CUSTOM HOM	PROFIT SHARING TRUST	DALLAS	TX	75252	
APPLICANT	Covenant M&A, LLC					
BUS OWNER	Bob Hawley					
CO2015-0057	CO	919 IH 30 126		0.00	\$ 76.50	\$ 76.50
6/29/2015	BUSINESS	4799-000A-0009-00-0R				
7/9/2015	ACTIVE	ROCKWALL CROSSING			0	
		Floor It				
Contact Type	Contact Name	Contact Address				Phone Number
BUS OWNER	Alaa Mahmoud	201 Lakefield	Wylie	TX	75098	

City of Rockwall
PERMITS ISSUED

For the Period 7/1/2015 thru 7/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Subdivision Name			Total SQFT	
Issue Date	Status of Permit	Plan Number				
OWNER	ROCKWALL, CROSSING LTD		FORT WORTH	TX	76107	
CO2015-0060	CO	3045 N GOLIAD ST 106		0.00	\$ 76.50	\$ 76.50
7/2/2015	BUSINESS	4938-0001-0001-00-0R				
7/14/2015	ACTIVE	SHOPS AT RIDGE CREEK			0	
		Payless Cleaners				
Contact Type	Contact Name	Contact Address				Phone Number
BUS OWNER	Muhammed Polani	1210 E Parker Rd	Plano	TX	75074	(214) 334-8165
BUSINESS	PAYLESS CLEANERS	3045 N. GOLIAD ST. # 106	ROCKWALL	TX	75087	
OWNER	PCB, PROPERTIES LLC	ABDUL RAHMAN KHAN AND MA	BATON ROUGE	LA	70816	
APPLICANT	Muhammed Polani	1210 E Parker Rd	Plano	TX	75074	(214) 334-8165
MECH CONTR	Quality 1 Energy Systems	10870 PLANO RD., #A	Dallas	TX	75238	(214) 348-9588
PLB CONTR	Washburn Plumbing ""REG""					
ELEC CONTR	Electra Plus	321 N. Rogers	Irving	TX	75061	(972) 254-1166
CONTRACTOR	Rais & Wise Inc.	1210 E Parker Rd, #600	Plano	TX	75074	(214) 334-8165
CO2015-0062	CO	2582 SH 276		0.00	\$ 76.50	\$ 76.50
7/8/2015	BUSINESS	4929-000A-0002-00-0R				
7/22/2015	ACTIVE	SHARP ADDITION			0	
		Sunbelt Rentals				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	TKC CLXXXVI, LLC	5935 Carnegie Blvd, #200	Charlotte	NC	28209	(704) 365-6000
PLB CONTR 2	UNITED MECHANICAL	P. O. BOX 551206	Dallas	TX	75355	(214) 341-9300
APPLICANT	Derek Free					
BUS OWNER	Mike Godoy	P.O. Box 410928	Charlotte	NC	28241	(214) 906-2302
CO2015-0066	CO	1400 IH 30		0.00	\$ 75.00	\$ 75.00
7/20/2015	BUSINESS	3130-0000-0003-B0-0R				
7/30/2015	ACTIVE	BODIN INDUSTRIAL			0	
		Woodcreek Brewing Company				
Contact Type	Contact Name	Contact Address				Phone Number
MECH CONTR	N/A					
PLB CONTR	PRECISION PLUMBING	3625 PRADER CRT.	Dallas	TX	75228	(469) 248-2136
ELEC CONTR	Hardaway Electric Inc.	7904 Traders Cr.	Greenville	TX	75402	(903) 454-0331
OWNER	CSIHAR, JAMES J		ROCKWALL	TX	75032	
APPLICANT	Longhorn Brewing Company	1400 E IH 30	Rockwall	TX	75087	(972) 589-0048
INSP RPT EMAIL	Longhorn Brewing Company	1400 E IH 30	Rockwall	TX	75087	(972) 589-0048
CONTRACTOR	Longhorn Brewing Company	1400 E IH 30	Rockwall	TX	75087	(972) 589-0048
BUS OWNER	Noah Cutshall	308 McKinney Trail	Rockwall	TX	75087	(972) 589-0048

City of Rockwall
PERMITS ISSUED

For the Period 7/1/2015 thru 7/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Subdivision Name			Total SQFT	
Issue Date	Status of Permit	Plan Number				
CO2015-0069	CO	2109 SUMMER LEE DR 103		0.00	\$ 75.00	\$ 75.00
7/27/2015	BUSINESS	3809-000A-0002-00-0R				
7/30/2015	ACTIVE	HARBOR - ROCKWALL THE			0	
		City Salon Suites & Spa CO				
Contact Type	Contact Name	Contact Address				Phone Number
BUS OWNER	CHET & BECCA WILSON	2109 SUMMER LEE DR., STE 103	Rockwall	TX	75032	(972) 989-4222
BUSINESS	CITY SALONS	2109 SUMMER LEE DR., STE 103	Rockwall	TX	75032	(972) 989-4222
OWNER	VCR	2109 SUMMER LEE DR.	Rockwall	TX	75032	(469) 232-3462
APPLICANT	Russell Raper					
CO2015-0070	CO	760 Ralph Hall Pkwy W 110		0.00	\$ 76.50	\$ 76.50
7/27/2015	NEW CONSTRUCTION	4011-0001-0006-00-0R				
7/31/2015	ACTIVE	HORIZON VILLAGE ADDITION			0	
		CROSSFIT HEATH				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	FLEMING, INVESTMENTS INC		ROCKWALL	TX	75032	
APPLICANT	CLIFF LEWIS	760 W RALPH H ALL PKWY # 110	Rockwall	TX	75032	(972) 948-9396
CONTRACTOR	CLIFF LEWIS	760 W RALPH H ALL PKWY # 110	Rockwall	TX	75032	(972) 948-9396
PLB CONTR	B & M PLUMBING	7551 CR 2829	Mabank	TX	75156	(903) 288-2750
INSP RPT EMAIL	CLIFF LEWIS	760 W RALPH H ALL PKWY # 110	Rockwall	TX	75032	(972) 948-9396
MECH CONTR	1st Source Restaurant Services	111 gotcher Ave.	Lake Dallas	TX	75065	(214) 551-5338
BUSINESS	CROSSFIT HEATH	760 W RALPH HALL PKWY, # 110	Rockwall	TX	75032	(972) 948-9396
BUS OWNER	Cliff Lewis	10 Center Ct.	Rockwall	TX	75032	

13

Permits Issued from: 7/1/2015 Thru: 7/31/2015

Total Valuation: \$ 0.00

Total Fees: \$ 907.50

Total Fees Paid: \$ 907.50



City of Rockwall
The New Horizon

Building Inspections Department Monthly Report

August 2015

Permits

Total Permits Issued: 262

Building Permits: 53

Contractor Permits: 209

Total Permit Values: \$ 12,046,511.02

Building Permits: \$ 10,982,790.67 Contractor Permits: \$ 1,063,720.35

Total Fees Collected: \$ 210,598.47

Building Permits: \$ 188,972.08

Contractor Permits: \$ 21,626.39

Board of Adjustment

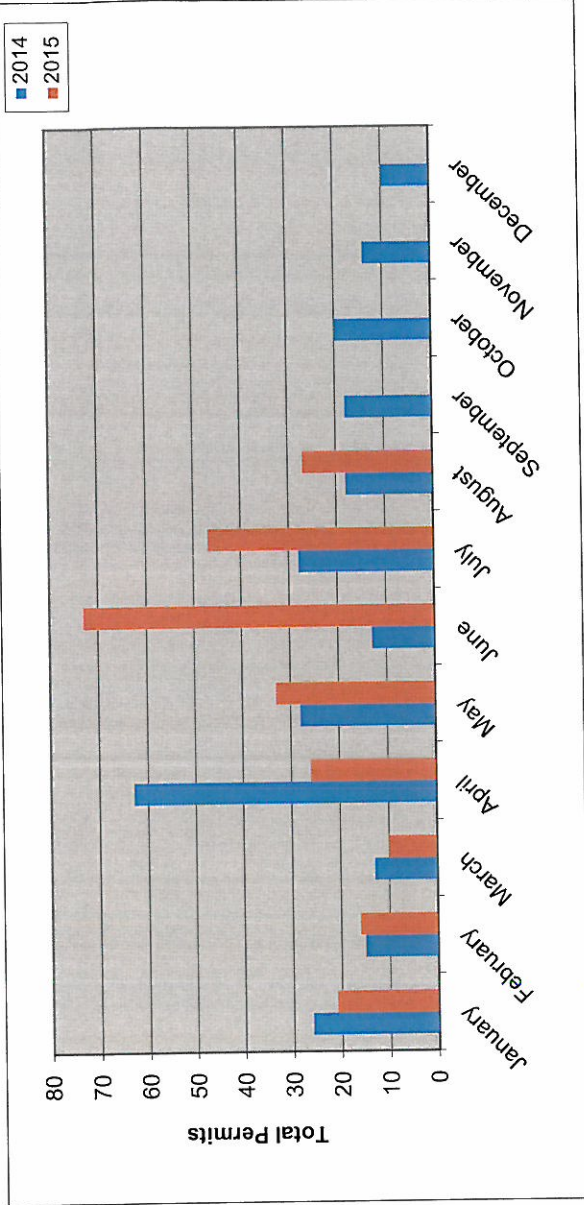
Board of Adjustment Cases 0

City of Rockwall
PERMITS ISSUED - Summary by Type and Subtype
For the Period 8/1/2015 thru 8/31/2015

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	5	\$0.00	\$254.50
30 DAY BANNER	2	\$0.00	\$101.50
COMING SOON	3	\$0.00	\$153.00
CLEAN SHOW	1	\$0.00	\$76.50
	1	\$0.00	\$76.50
CO	15	\$0.00	\$1,135.50
BUSINESS	11	\$0.00	\$831.00
INTERIOR	2	\$0.00	\$151.50
SHELL	2	\$0.00	\$153.00
COMM	25	\$4,724,960.00	\$60,862.79
DEMO	1	\$1,000.00	\$50.00
ELECTRICAL	4	\$107,071.00	\$1,234.27
FENCE	2	\$2,800.00	\$71.50
INTERIOR COMP	1	\$330,000.00	\$2,382.00
IRRIGATION	4	\$50,000.00	\$4,532.50
MISCELLANEOUS	1	\$10,500.00	\$35.00
NEW	2	\$3,903,000.00	\$46,550.76
PLUMBING	4	\$6,184.00	\$2,621.84
REMODEL	5	\$294,405.00	\$3,052.17
REPAIR	1	\$20,000.00	\$332.75
MULTI FAMILY	1	\$1,000.00	\$50.25
PLUMBING	1	\$1,000.00	\$50.25
SIGNAGE	9	\$0.00	\$1,335.50
DIRECTORY	1	\$0.00	\$75.00
MONUMENT	1	\$0.00	\$76.50
WALL	7	\$0.00	\$1,184.00
SINGLE FAMILY	191	\$7,320,551.02	\$146,325.43
ACC BLDG	4	\$6,279.67	\$272.65
ADDITION	2	\$5,700.00	\$205.68
BALCONY	1	\$2,500.00	\$96.65
CONCRETE	3	\$4,000.00	\$181.50
DECK	2	\$7,000.00	\$205.96
ELECTRICAL	5	\$16,038.75	\$448.10
FENCE	31	\$119,010.00	\$1,123.70
IRRIGATION	16	\$37,200.00	\$562.20
MECHANICAL	14	\$88,219.00	\$2,052.45
NEW	27	\$6,369,414.00	\$134,834.07
PATIO COVER	6	\$30,000.00	\$747.73
PERGOLA	3	\$5,992.00	\$233.47
PLUMBING	36	\$51,240.00	\$2,584.77
REMODEL	2	\$18,000.00	\$360.80
RETAINING WALL	9	\$54,698.00	\$318.00
ROOF	17	\$147,531.74	\$604.70
SWIM POOL	9	\$323,000.00	\$1,353.00
WINDOWS	4	\$34,727.86	\$140.00
SPECIAL EVENT	15	\$0.00	\$558.00
	15	\$0.00	\$558.00
Totals:	262	\$12,046,511.02	\$210,598.47

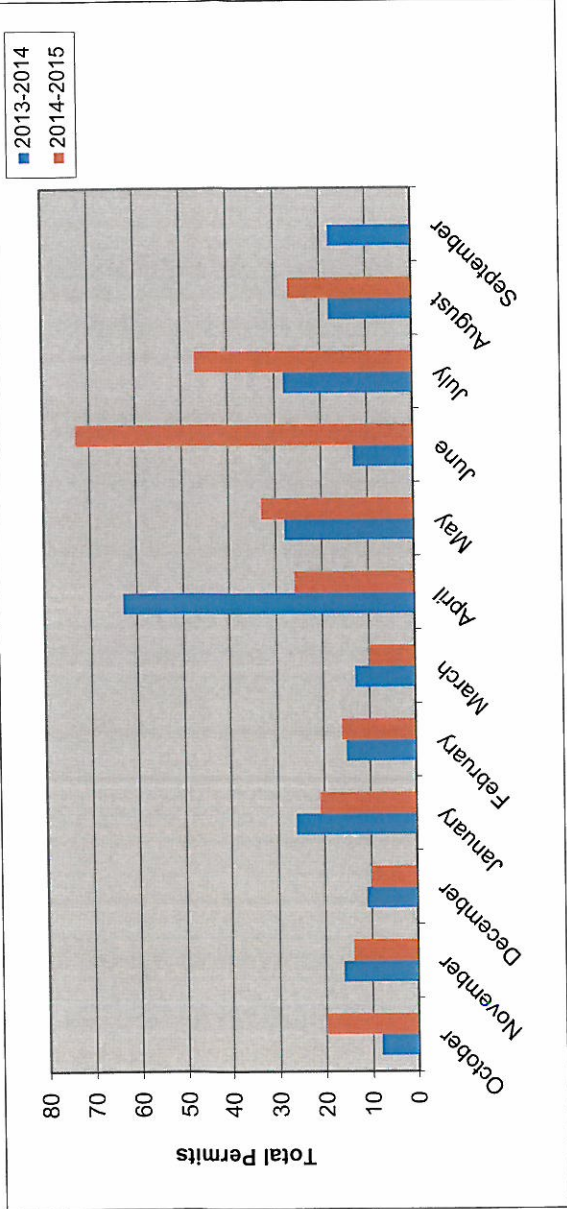
New Residential Permits Calendar Year

Year		
	2014	2015
January	26	21
February	15	16
March	13	10
April	63	26
May	28	33
June	13	73
July	28	47
August	18	27
September	18	
October	20	
November	14	
December	10	
Totals	266	253



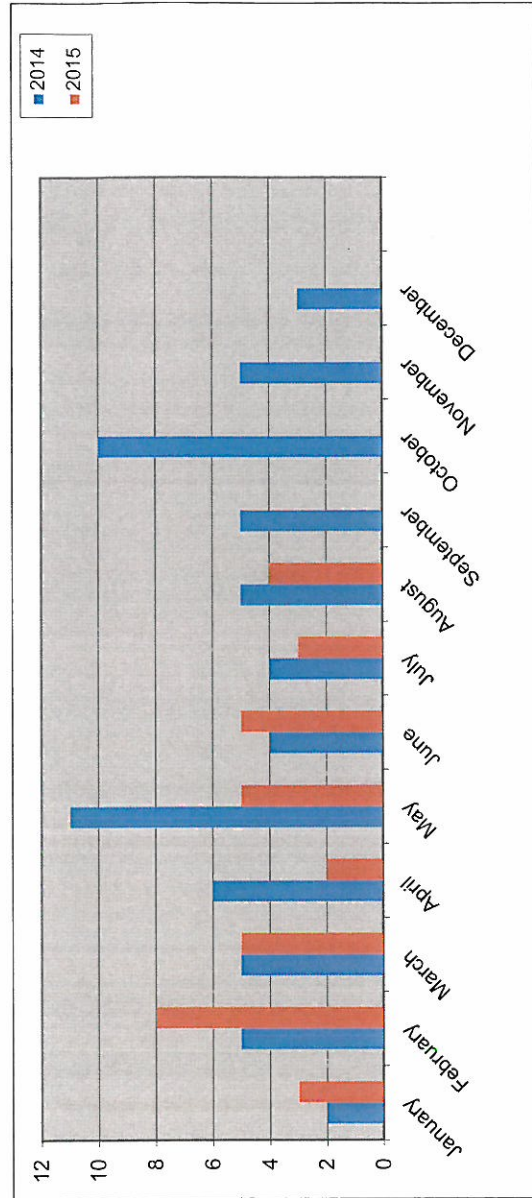
New Residential Permits Fiscal Year

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	73
July	28	47
August	18	27
September	18	
Totals	257	297



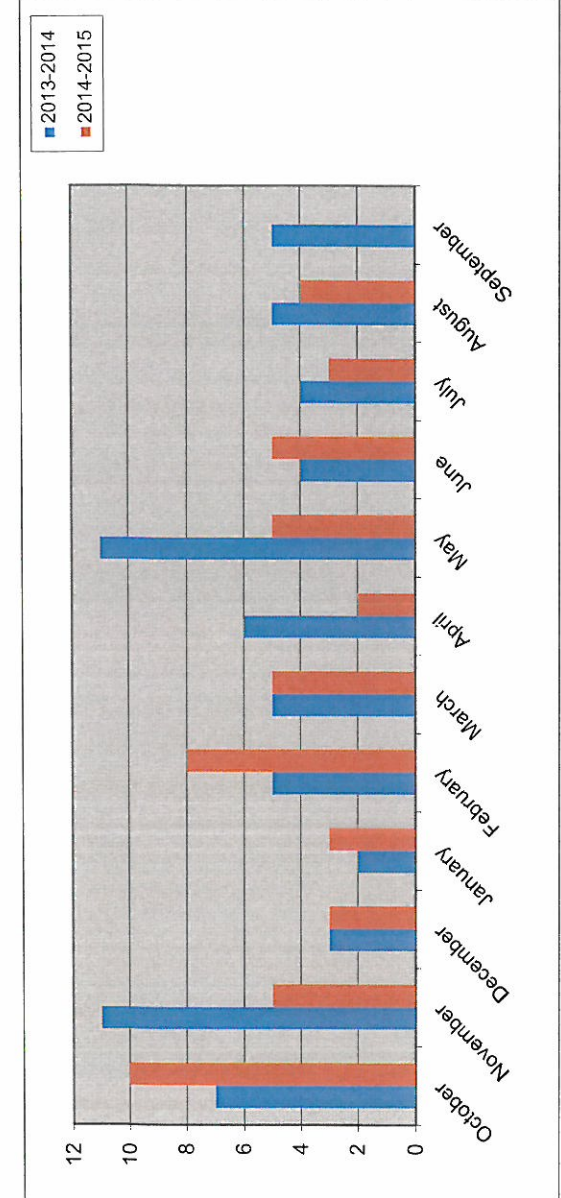
Residential Remodel Permits Calendar Year

	Year	
	2014	2015
January	2	3
February	5	8
March	5	5
April	6	2
May	11	5
June	4	5
July	4	3
August	5	4
September	5	
October	10	
November	5	
December	3	
Totals	65	35



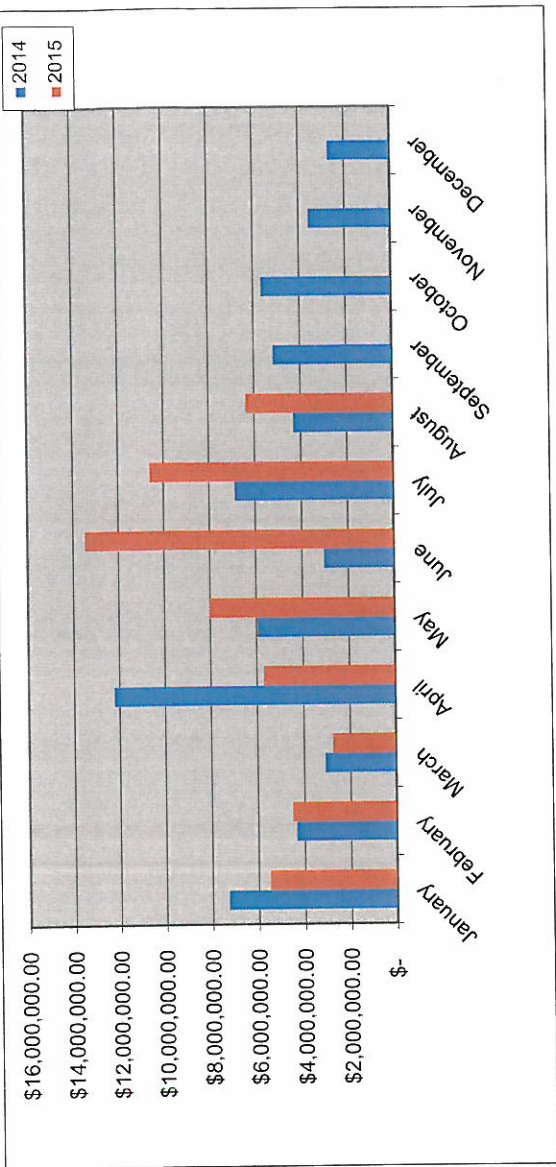
Residential Remodel Permits Fiscal Year

	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	5
July	4	3
August	5	4
September	5	
Totals	68	53



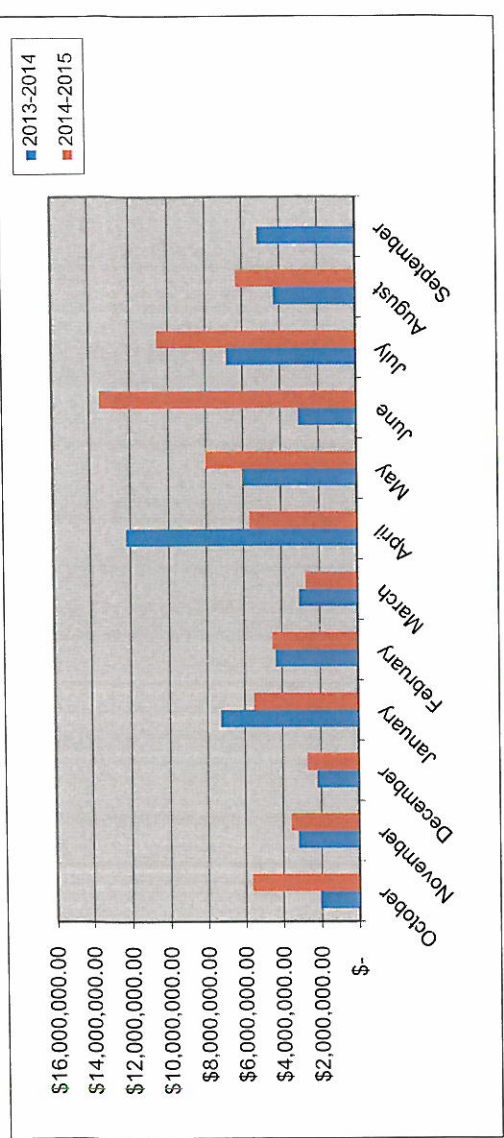
New Residential Value Calendar Year

	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	\$ 13,489,179.50
July	\$ 6,883,062.87	\$ 10,619,616.00
August	\$ 4,330,100.19	\$ 6,369,414.00
September	\$ 5,184,201.79	
October	\$ 5,661,792.00	
November	\$ 3,581,756.00	
December	\$ 2,712,503.00	
Totals	\$64,327,482.92	\$ 56,992,704.02



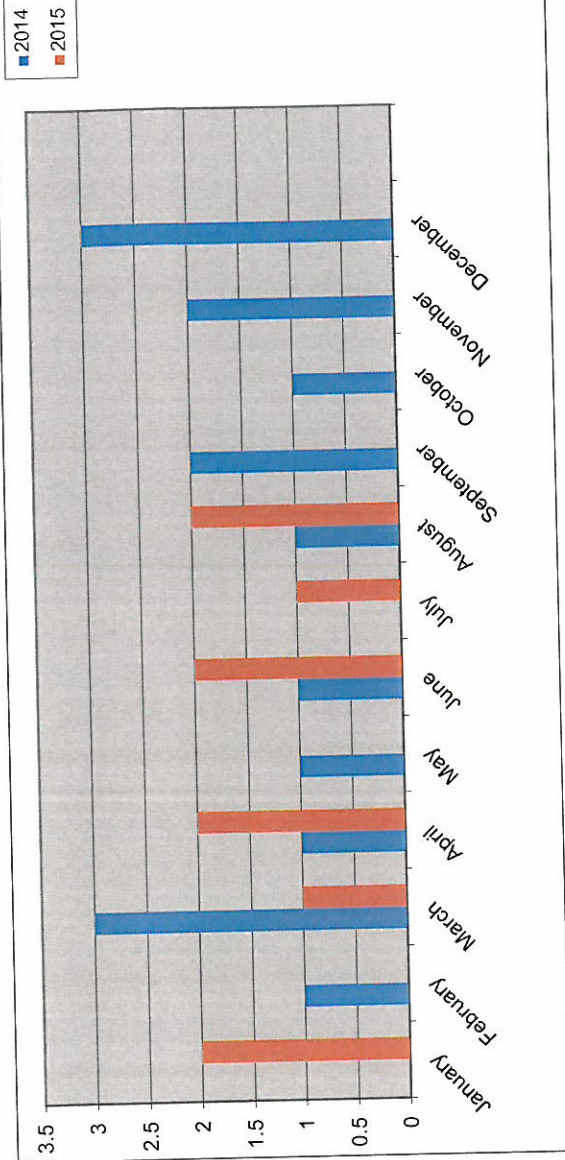
New Residential Value Fiscal Year

	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	\$ 13,489,179.50
July	\$ 6,883,062.87	\$ 10,619,616.00
August	\$ 4,330,100.19	\$ 6,369,414.00
September	\$ 5,184,201.79	
Totals	\$59,868,006.92	\$ 68,948,755.02



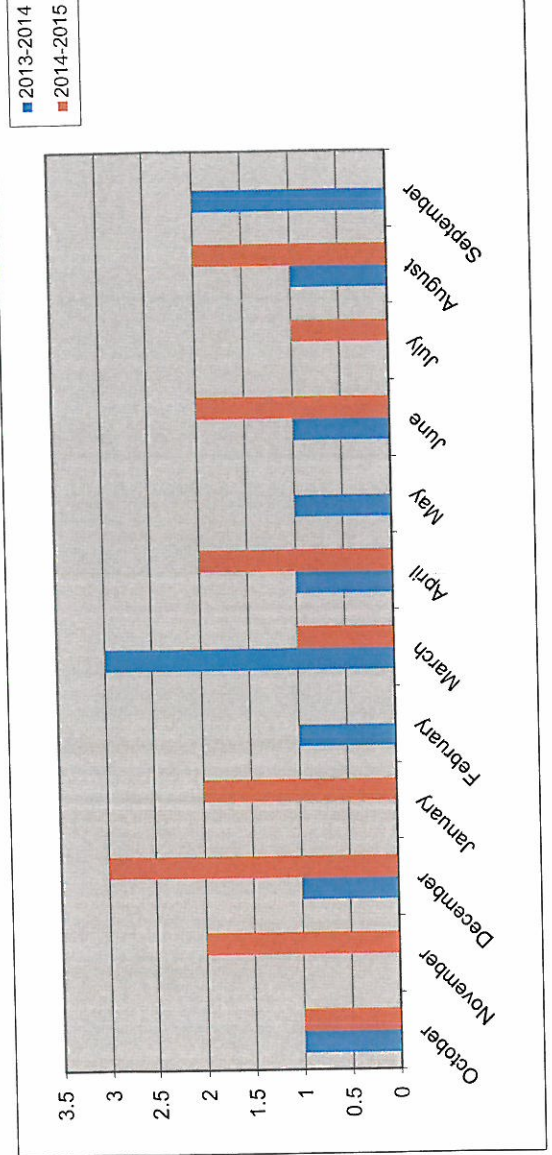
New Commercial Permits Calendar Year

	Year	
	2014	2015
January	0	2
February	1	0
March	3	1
April	1	2
May	1	0
June	1	2
July	0	1
August	1	2
September	2	
October	1	
November	2	
December	3	
Totals	16	10



New Commercial Permits Fiscal Year

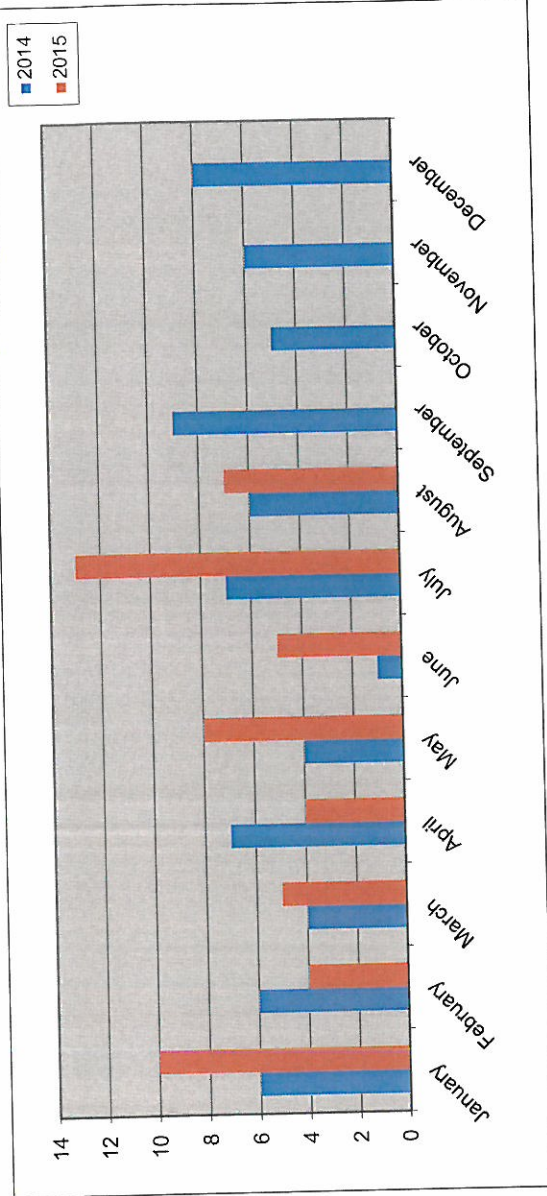
	Year	
	2013-2014	2014-2015
October	1	1
November	0	2
December	1	3
January	0	2
February	1	0
March	3	1
April	1	2
May	1	0
June	1	2
July	0	1
August	1	2
September	2	
Totals	12	16



Calendar Year

Commercial Remodel Permits

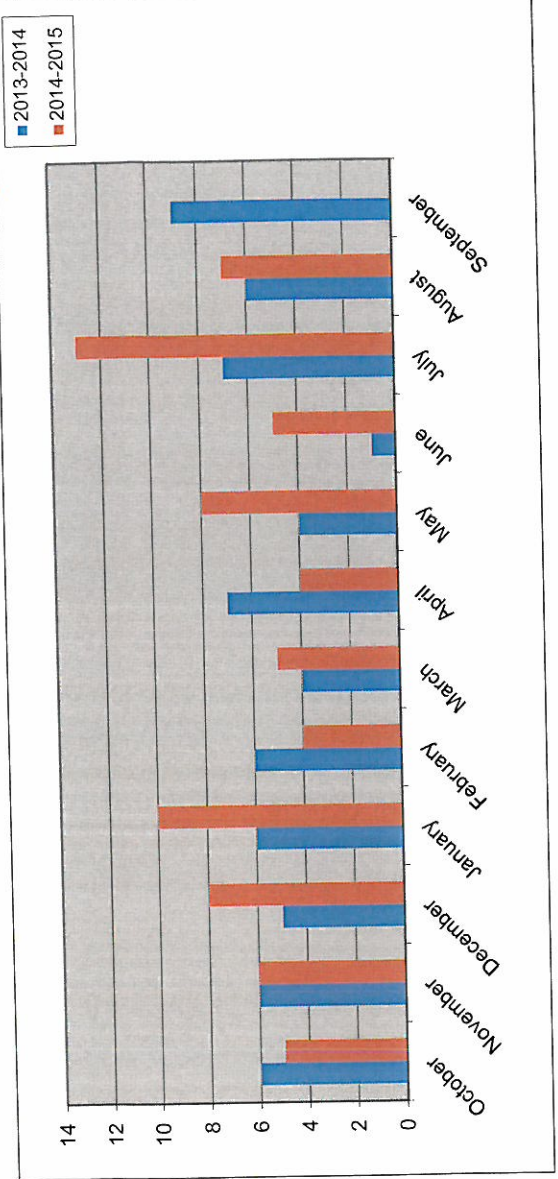
	Year	
	2014	2015
January	6	10
February	6	4
March	4	5
April	7	4
May	4	8
June	1	5
July	7	13
August	6	7
September	9	
October	5	
November	6	
December	8	
Totals	69	56



Fiscal Year

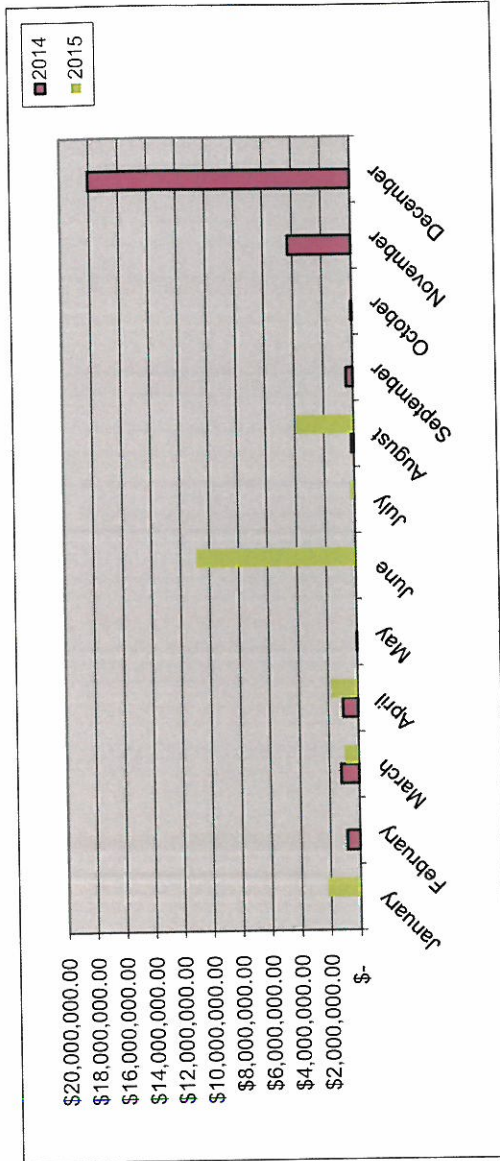
Commercial Remodel Permits

	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	5
July	7	13
August	6	7
September	9	
Totals	67	75



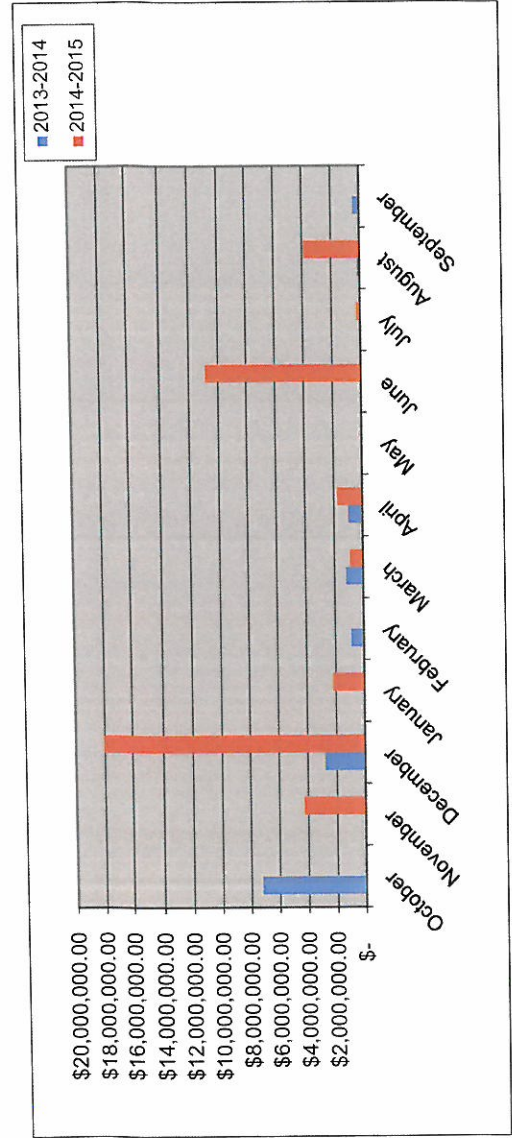
New Commercial Value Calendar Year

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	\$ -	\$ 10,900,000.00
July	\$ 150,000.00	\$ 282,279.31
August	\$ 430,795.00	\$ 3,903,000.00
September	\$ 49,000.00	
October	\$ 4,300,000.00	
November	\$ 18,050,000.00	
December		
Totals	\$ 26,019,795.00	\$ 19,995,279.31



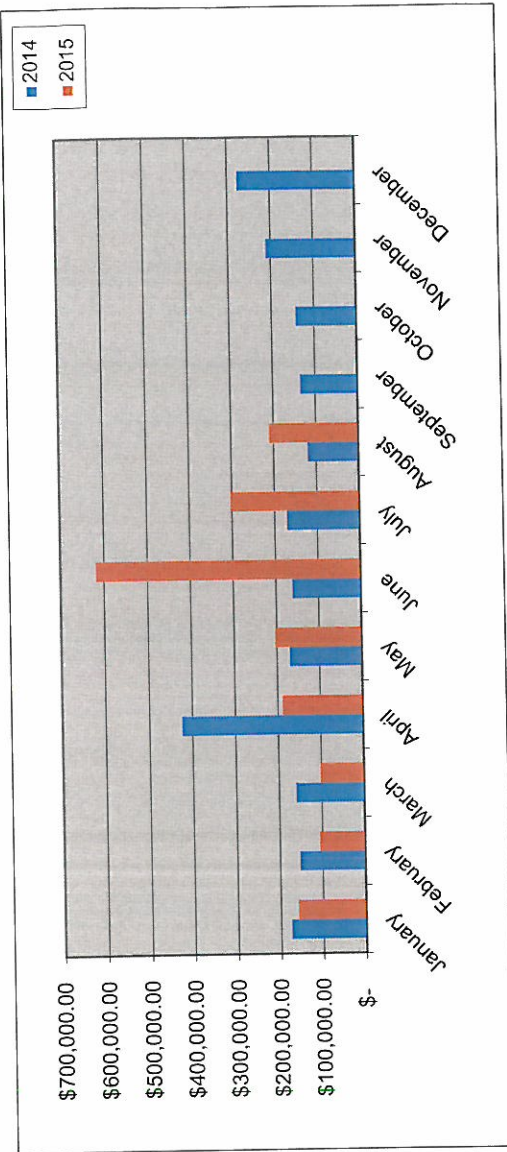
New Commercial Value Fiscal Year

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	\$ -	\$ 10,900,000.00
July	\$ 150,000.00	\$ 282,279.31
August	\$ 430,795.00	\$ 3,903,000.00
September		
Totals	\$ 13,645,795.00	\$ 42,394,279.31



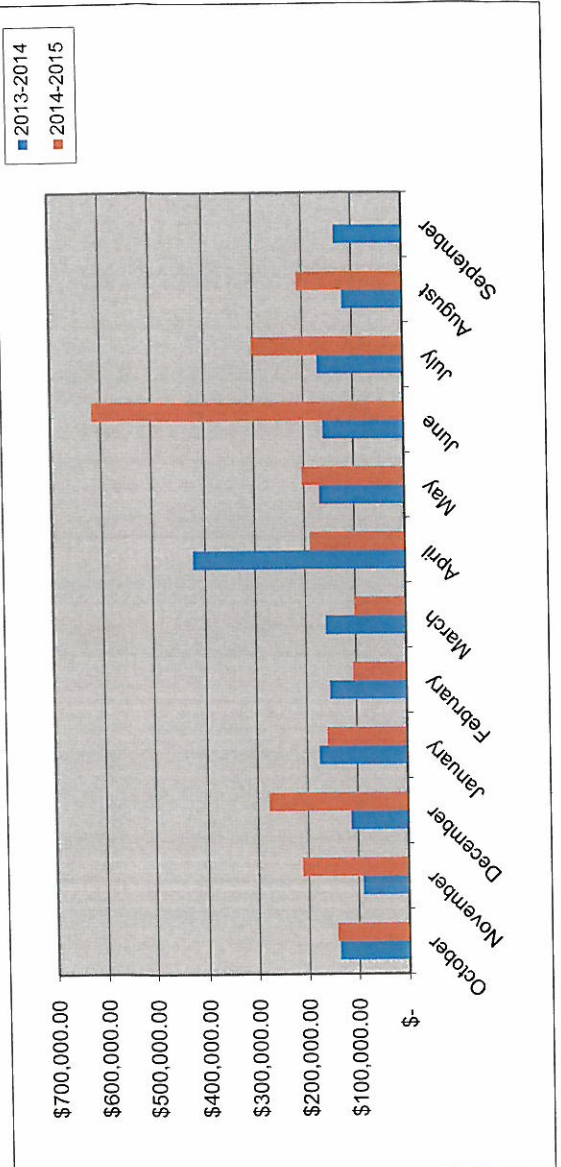
Total Fees Collected Calendar Year

	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	\$ 618,061.51
July	\$ 172,232.70	\$ 303,359.40
August	\$ 120,790.39	\$ 210,598.47
September	\$ 135,478.13	
October	\$ 143,153.00	
November	\$ 212,222.54	
December	\$ 277,864.58	
Totals	\$ 2,309,437.61	\$ 1,894,515.74



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	\$ 161,829.08	\$ 618,061.51
July	\$ 172,232.70	\$ 303,359.40
August	\$ 120,790.39	\$ 210,598.47
September	\$ 135,478.13	
Totals	\$ 2,021,531.39	\$ 2,527,755.86



City of Rockwall
PERMITS ISSUED

For the Period 8/1/2015 thru 8/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	
Application Date	Subtype	Subdivision Name			Total SQFT	Fees Paid
Issue Date	Status of Permit	Plan Number				
CO2015-0047	CO	493 IH 30		0.00	\$ 75.00	\$ 75.00
5/21/2015	BUSINESS	3245-0000-0003-00-OR				
8/3/2015	ACTIVE	CARLISLE PLAZA ADDN			0	
		Bubble Bubble				
Contact Type	Contact Name	Contact Address			Phone Number	
OWNER	BENT, TREE REALTY CO	ADDISON	TX	75001	(972) 931-7400	
APPLICANT	Duong Nguyen	11727 Flushing Meadows	Houston	TX	77089	(832) 620-1472
INSP RPT EMAIL	Duong Nguyen	11727 Flushing Meadows	Houston	TX	77089	(832) 620-1472
BUS OWNER	Duong Nguyen	11727 Flushing Meadows	Houston	TX	77089	(832) 620-1472
BUSINESS	Bubble Bubble					
CO2015-0049	CO	911 N Goliad St.		0.00	\$ 76.50	\$ 76.50
5/22/2015	BUSINESS	3005-000A-0001-00-OR				
8/18/2015	ACTIVE	MISTY ADDITION			0	
		Behavioral Transformations				
Contact Type	Contact Name	Contact Address			Phone Number	
BUS OWNER	Angie & Ben Klutts	911 N Goliad St	Rockwall	TX	75087	(469) 458-9021
BUSINESS	office					
OWNER	R.D. VANDERSLICE	1408 S LAKESHORE DR.	ROCKWALL	TX	75087	(972) 989-1069
APPLICANT	Ben Klutts	1255 Bayline Dr.	Rockwall	TX	75087	(469) 458-9021
CO2015-0050	CO	911 N Goliad St		0.00	\$ 75.00	\$ 75.00
5/22/2015	BUSINESS	3005-000A-0001-00-OR				
8/18/2015	ACTIVE	MISTY ADDITION			0	
		RD Vanderslice - Shell Bldg.				
Contact Type	Contact Name	Contact Address			Phone Number	
OWNER	R.D. VANDERSLICE	1408 S LAKESHORE DR.	ROCKWALL	TX	75087	(972) 989-1069
APPLICANT	R.D. VANDERSLICE	1408 S LAKESHORE DR.	ROCKWALL	TX	75087	(972) 989-1069
BUS OWNER	R.D. Vanderslice	1408 S Lakeshore Dr.	Rockwall	TX	75087	(972) 989-1069
CO2015-0058	CO	627 NATIONAL DR		0.00	\$ 75.00	\$ 75.00
7/1/2015	BUSINESS	0128-0000-0002-17-OR				
8/13/2015	ACTIVE	CANTRELL WEATHERSTRIPPING, LTD.			0	
Contact Type	Contact Name	Contact Address			Phone Number	
OWNER	D, & A REAL ESTATE PARTNE	ROCKWALL	TX	75087		
APPLICANT	ROBERT D CANTRELL					
BUSINESS	CANTRELL WEATHERSTRIPPI	627 National Dr.	ROCKWALL	TX	75087	
BUS OWNER	Robert D. Cantrell	P.O. Box 1231	ROCKWALL	TX	75087	

City of Rockwall
PERMITS ISSUED

For the Period 8/1/2015 thru 8/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	
Application Date	Subtype	Subdivision Name			Total SQFT	Fees Paid
Issue Date	Status of Permit	Plan Number				
CO2015-0059	CO	3018 RIDGE RD		0.00	\$ 76.50	\$ 76.50
7/2/2015	SHELL	4818-000A-0002-00-0R				
8/14/2015	ACTIVE	ROCKWALL ASSISTED LIVING ADDITION				
		Medical Office Building - Shell			0	
Contact Type	Contact Name	Contact Address				Phone Number
BUS OWNER	AJ, SQUARED LLC	271 RABBIT RIDGE	HEATH	TX	75032	(469) 338-2397
BUSINESS	SHELL	3018 RIDGE ROAD	ROCKWALL	TX	75087	
OWNER	AJ, SQUARED LLC	271 RABBIT RIDGE	HEATH	TX	75032	(469) 338-2397
APPLICANT	Z CONSTRUCTORS NATIONW	11886 GREENVILLE AVE. STE 12	Dallas	TX	75243	(972) 682-1435
INSP RPT EMAIL	Z CONSTRUCTORS NATIONW	11886 GREENVILLE AVE. STE 12	Dallas	TX	75243	(972) 682-1435
CONTRACTOR	Z CONSTRUCTORS NATIONW	11886 GREENVILLE AVE. STE 12	Dallas	TX	75243	(972) 682-1435
CO2015-0061	CO	113 KENWAY DR		0.00	\$ 75.00	\$ 75.00
7/8/2015	BUSINESS	4800-0000-0000-00-0R				
8/20/2015	ACTIVE	B F BOYDSTON			0	
		BIG BOOK GROUP				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	NBN, COMMERCIAL GROUP L		MESQUITE	TX	75150	
APPLICANT	BIG BOOK GROUP	113 Kenway Dr	Rockwall	TX	75032	(972) 722-6366
BUS OWNER	BIG BOOK GROUP	113 Kenway Dr	Rockwall	TX	75032	(972) 722-6366
CO2015-0063	CO	104 BOYDSTUN AVE E		0.00	\$ 76.50	\$ 76.50
7/9/2015	BUSINESS	4900-000E-0001-B0-0R				
8/14/2015	ACTIVE	SANGER			0	
		T3 Chiropractic				
Contact Type	Contact Name	Contact Address				Phone Number
BUSINESS	T3 Chiropractic	104 E. Boydston	ROCKWALL	TX	75087	
OWNER	PARKS, TODD & DENISE		ROCKWALL	TX	75032	
APPLICANT	Cassidie Marzluff	7102 Tartan Trail	Garland	TX	75044	(214) 606-3980
INSP RPT EMAIL	Cassidie Marzluff					
CONTRACTOR	Cassidie Marzluff					
BUS OWNER	Cassidie Marzluff	7102 Tartan Trail	Garland	TX	75044	
CO2015-0067	CO	203 N Alamo Rd		0.00	\$ 75.00	\$ 75.00
7/23/2015	BUSINESS	4820-000H-0001-00-0R				
8/17/2015	ACTIVE	ROCKWALL ORIGINAL TOWN			0	
		N-Balance Physical Therapy				
Contact Type	Contact Name	Contact Address				Phone Number
BUSINESS	N-BALANCE PHYSICAL THER	203 N ALAMO RD.	ROCKWALL	TX	75087	
OWNER	Oscar & Nancy Cano	1445 Fairlakes Pointe Dr.	Rockwall	TX	75087	(972) 722-1212
APPLICANT	Oscar & Nancy Cano	1445 Fairlakes Pointe Dr.	Rockwall	TX	75087	(972) 722-1212
BUS OWNER	Nancy Cano, PT	1445 Fairlakes Pointe Dr.	ROCKWALL	TX	75087	(972) 722-1212

City of Rockwall
PERMITS ISSUED

For the Period 8/1/2015 thru 8/31/2015

Permit Number	Permit Type	Site Address	Parcel Number	Valuation	Total Fees	
Application Date	Subtype	Subdivision Name			Total SQFT	Fees Paid
Issue Date	Status of Permit	Plan Number				
CO2015-0079	CO	3018 Ridge Rd 100		0.00	\$ 75.00	\$ 75.00
8/18/2015	INTERIOR	4818-000A-0002-00-0R				
8/28/2015	ACTIVE	ROCKWALL ASSISTED LIVING ADDITION			0	
		Rockwall Heath Endodontics				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	AJ, SQUARED LLC	271 RABBIT RIDGE	HEATH	TX	75032	(469) 338-2397
APPLICANT	Ajay Gulati	271 Rabbit Ridge	Heath	TX	75032	
INSP RPT EMAIL	Z Constructors Nationwide	11886 GreenvilleAve., # 122 D	Dallas	TX	75243	(972) 682-1435
CONTRACTOR	Z Constructors Nationwide	11886 GreenvilleAve., # 122 D	Dallas	TX	75243	(972) 682-1435
MECH CONTR	All American HVAC					
PLB CONTR	Meador Plumbing					
ELEC CONTR	Big Sky Electric	P. O. BOX 2558	Rockwall	TX	75032	(214) 729-4080
BUS OWNER	Ajay Gulati	3018 Ridge Rd	Rockwall	TX	75032	
CO2015-0086	CO	3140 Horizon Rd.		0.00	\$ 76.50	\$ 76.50
8/24/2015	SHELL	4703-000A-0003-00-0R				
8/31/2015	ACTIVE	PRESBYTERIAN HOSPITAL OF ROCKWALL ADDITION			0	
		Spine Team-SHELL				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	ROCKWALL, REGIONAL HOSF		ADDISON	TX	75001	
APPLICANT	Med Core Parnters					(214) 443-8302
CONTRACTOR	Structures and Interiors	1594 Hart St	Southlake	TX	76092	(817) 329-4241
MECH CONTR	n/a					
PLB CONTR	RODEO PLUMBING LP	2231 Ridge Road, Ste 202	ROCKWALL	TX	75087	(214) 975-3888
ELEC CONTR	CABLE ELECTRIC INC.	3716 RUFÉ SNOW DR.	North Richland Hills	TX	76180	(817) 595-1055
BUS OWNER	Spine Team Texas	1545 Southlake Blvd	Southlake	TX	76092	(817) 442-9300
CO2015-0088	CO	3140 Horizon Rd. 100		0.00	\$ 76.50	\$ 76.50
8/27/2015	INTERIOR	4703-000A-0003-00-0R				
8/31/2015	ACTIVE	PRESBYTERIAN HOSPITAL OF ROCKWALL ADDITION			0	
		Spine Team				
Contact Type	Contact Name	Contact Address				Phone Number
OWNER	ROCKWALL, REGIONAL HOSF		ADDISON	TX	75001	
APPLICANT	Med Core Parnters					(214) 443-8302
CONTRACTOR	Structures and Interiors	1594 Hart St	Southlake	TX	76092	(817) 329-4241
MECH CONTR	n/a					
PLB CONTR	RODEO PLUMBING LP	2231 Ridge Road, Ste 202	ROCKWALL	TX	75087	(214) 975-3888
ELEC CONTR	CABLE ELECTRIC INC.	3716 RUFÉ SNOW DR.	North Richland Hills	TX	76180	(817) 595-1055
BUS OWNER	Spine Team Texas	1545 Southlake Blvd	Southlake	TX	76092	(817) 442-9300

City of Rockwall
PERMITS ISSUED

For the Period 8/1/2015 thru 8/31/2015

Permit Number	Permit Type	Site Address			
Application Date	Subtype	Parcel Number		Total Fees	
Issue Date	Status of Permit	Subdivision Name		Total SQFT	Fees Paid
Issue Date	Status of Permit	Plan Number	Valuation	Total SQFT	Fees Paid
15	Permits Issued from: 8/1/2015	Thru: 8/31/2015	Total Valuation: \$ 0.00		
			Total Fees: \$ 1,135.50		
			Total Fees Paid: \$ 1,135.50		

THIS PAGE INTENTIONALLY LEFT BLANK



CALLS BY TYPE JULY 2015

CITY Situation Type	July #	COUNTY Situation Type	July #
111 Building fire	3	442 Overheated motor	1
118 Trash or rubbish fire, contained	2	561 Unauthorized burning	1
132 Road freight or transport vehicle fire (Commercial Vehicles)	1	651 Smoke scare, odor of smoke	1
134 Water vehicle fire	1	743 Smoke detector activation, no fire - unintentional	1
140 OTHER Natural vegetation fire	1	Totals:	4
143 Grass fire	3		
151 Outside rubbish, trash or waste fire	1		
311 Medical assist, assist EMS crew	3	mutual aid other	none
353 Removal of victim(s) from stalled elevator	1		
365 Watercraft rescue	2		
412 Gas leak (natural gas or LPG)	1		
413 Oil or other combustible liquid spill	1		
444 Power line down	1		
445 Arcing, shorted electrical equipment	3		
550 Public service assistance, other	2		
551 Assist police or other governmental agency	6		
554 Assist invalid	1		
556 Public service - Non paged	13		
561 Unauthorized burning	1		
611 Dispatched & canceled en route	1		
622 No incident found on arrival at dispatch address	3		
651 Smoke scare, odor of smoke	2		
652 Steam, vapor, fog or dust thought to be smoke	1		
671 HazMat release investigation w/no HazMat	2		
700 False alarm or false call, other	6		
730 System malfunction, other	1		
731 Sprinkler activation due to malfunction	1		
733 Smoke detector activation due to malfunction	2		
735 Alarm system sounded due to malfunction	4		
740 Unintentional transmission of alarm, other	1		
743 Smoke detector activation, no fire - unintentional	2		
744 Detector activation, no fire - unintentional	1		
745 Alarm system activation, no fire - unintentional	6		
Unknown	1		
Totals:	81		

CITY RESPONSE
July 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 %	26 of 26	CRITERIA MET %	6 of 6
CRITERIA -ACHIEVE RESPONSE TIME	100.00%	CRITERIA -ACHIEVE RESPONSE TIME	100%
90% OF TIME IN BOXES WITH	criteria met	60% OF TIME IN BOXES WITH	Criteria Met
STATIONS		STATIONS	
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 26	CRITERIA MET %	4 of 6
CRITERIA -ACHIEVE RESPONSE TIME	100.00%	CRITERIA -ACHIEVE RESPONSE TIME	67.00%
90% OF TIME IN BOXES WITH	criteria met	60% OF TIME IN BOXES WITH	Criteria 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 26	CRITERIA MET%	4 of 6
CRITERIA -ACHIEVE RESPONSE TIME	100.00%	CRITERIA -ACHIEVE RESPONSE TIME	67.00%
90% OF TIME IN BOXES WITH	criteria met	60% OF TIME IN BOXES WITH	Criteria met
STATIONS		STATIONS	

ARRIVAL OVERAGES
CITY CALLS

<u>Venue Name</u>	<u>Alarm Date</u>	<u>Enroute time</u>	<u>Arrival time</u>	<u>Enroute to Arrival</u>	<u>Incident Number</u>	<u>Fire Incident Station</u>	<u>Lights and Sirens</u>	<u>Apparatus</u>	<u>REASON FOR OVEARGES</u>
Rockwall	07/19/2015	00:19:12	00:25:52	0:06:40	2015-00000615	Rockwall 4	Code 3	E4	Response to area without station
Rockwall	07/18/2015	23:22:15	23:28:45	0:06:30	2015-00000614	Rockwall 4	Code 3	E4	Response to area without station

RESPONSE OVERAGES
CITY CALLS

<u>Venue Name</u>	<u>Alarm Date</u>	<u>Alarm Time</u>	<u>Arrival time</u>	<u>Response</u>	<u>Incident Number</u>	<u>Fire Incident Station</u>	<u>Lights and Sirens</u>	<u>Apparatus</u>	<u>REASON FOR OVEARGES</u>
Rockwall	07/19/2015	00:18:22	00:25:52	0:07:30	2015-000000615	Rockwall 4	Code 3	E4	Response to area without station
Rockwall	07/18/2015	23:21:22	23:28:45	0:07:23	2015-000000614	Rockwall 4	Code 3	E4	Response to area without station

To: Chief Poindexter
From: BC Merritt
Re: July Structure fire report
Date: August 18, 2015

109 N. Goliad

We responded to a report of a possible structure fire on July 26, 2015. Upon arrival, Ladder 1 checked on scene with nothing showing from the front of the building. A police officer met Ladder 1 personnel to advise them the building was full of smoke and the glass storefront was hot to the touch. Ladder 1 Officer along with 2 other firefighters made a forced entry into the building and were met with heavy smoke conditions. Upon my arrival I quickly made the decision to have firefighters make entry into the building to the South of the fire building, which is 107 S. Goliad, and take a hose line to check to see if the fire had spread to that location and if it had not make sure that it did not get into that building. One of the ladder trucks was raised and ready to operate at this point also. My major goal at this incident was to ensure that the fire was contained to as small of an area as possible and minimize damage to the downtown area. The firefighters on the initial attack were able to locate and extinguish the fire quickly. Due to their being no back door in the fire building we had to cut a hole in the roof in order to assist in removing the smoke and heat from the building. It appeared that the fire inside the location had been burning for quite a while and had pretty much burned itself out by the time we arrived. The interior of the building sustained major damage from heat, smoke and water. The interior of the building at 107 had a significant amount of smoke inside but received no fire or water damage. There was a potential for a large fire on this incident but thanks to an alert citizen and police officer and a quick interior attack by our firefighters this did not happen.

There were no civilian injuries and no firefighter injuries on this incident.

Dispatch time: 23:17.11
Enroute time: 23:18.34
On scene time: 23:21.46
Clear time: 02:25.34

We had a total of 2 Engines, 2 Ladders, 7 Full time, 2 off duty, 13 volunteers, 2 Investigators and 2 Chiefs on this incident.

206 Storrs

We responded to a report of an unknown fire at 206 Storrs on July 24, 2015. The first unit on scene reported no smoke showing from the outside. They were met by employees that advised them that a patient had been smoking in their room and put a cigarette in drawer and caught the drawer on fire. Staff removed the drawer and extinguished the fire prior to FD arrival. Firefighters removed the remainder of the dresser from the building and helped removed a small amount of smoke from the room. No damage was done to the structure.

Dispatch time: 16:30.21
Enroute time: 16:31.38
On scene time: 16:33.25
Clear time: 17:12.01

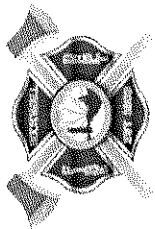
We had 2 Engines, 2 Ladders, 7 full time, 7 volunteers respond to this incident.

COUNTY AND MUTUAL AID
RESPONSE
JULY 2015

COUNTY/MUTUAL	
ENROUTE	STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0- 1 1/2 MINUTES	
CRITERIA MET %	2 of 2
CRITERIA -ACHIEVE RESPONSE TIME	100.00%
60% OF TIME IN BOXES WITH	Criteria Met
STATIONS	
ARRIVAL	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0 - 10 MINUTES	
CRITERIA MET %	
CRITERIA -ACHIEVE RESPONSE TIME	2 of 2
60% OF TIME IN BOXES WITH	100.00%
STATIONS	Criteria Met
RESPONSE	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0-11 1/2 MINUTES	
CRITERIA MET%	2 of 2
CRITERIA -ACHIEVE RESPONSE TIME	100.00%
60% OF TIME IN BOXES WITH	Criteria Met
STATIONS	

ALARM CALLS
JULY 2015

ALARM CALLS	# CITY CALLS
730 System malfunction, other	1
731 Sprinkler activation due to malfunction	1
733 Smoke detector activation due to malfunction	2
735 Alarm system sounded due to malfunction	4
740 Unintentional transmission of alarm, other	1
743 Smoke detector activation, no fire - unintentional	2
744 Detector activation, no fire - unintentional	1
745 Alarm system activation, no fire - unintentional	6



Total Dollar Losses

July 2015



City of Rockwall
Life • Fire • Rescue

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$0.00	\$6,554.24	\$0.00	\$36,554.24	\$123,140.00
Total Content Loss:	\$50.00	\$0.00	\$0.00	\$60,050.00	\$61,846.00
Total Property Pre-Incident Value:	\$0.00	\$128,012.50	\$0.00	\$666,267.50	\$185,310.00
Total Contents Pre-Incident Value	\$0.00	\$0.00	\$0.00	\$457,681.00	\$109,692.00
Total Losses:	\$50.00	\$6,554.24	\$0.00	\$96,604.24	\$50.00
Total Value:	\$0.00	\$128,012.50	\$0.00	\$1,123,948.50	\$295,002.00

City of Rockwall
Permit Routing Report By Date Sent (then by permit)
For the Period 7/1/2015 thru 7/31/2015

Permit #	Appl. Date	Aging	Address	Description	Owner Name	Plan Review Detail					
						Contact	Review Type	Status	Date Sent	Date Due	Completed
BLD2015-095	07/01/15	COMM	48	John King & preakness Dr	Rockwall Downes Dev. LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/01/15	07/11/15	07/06/15
CO2015-0058	07/01/15	CO	48	627 NATIONAL DR	D, & A REAL ESTATE PARTNERS LTD	Ariana Hargrove	FIRE CO	APPROVED	07/01/15	07/04/15	07/01/15
CO2015-0059	07/02/15	CO	47	3018 RIDGE RD	AJ. SQUARED LLC	Ariana Hargrove	FIRE CO	APPROVED	07/02/15	07/05/15	08/12/15
CO2015-0060	07/02/15	CO	47	3045 N GOLIAD ST 106	PCB, PROPERTIES LLC	Ariana Hargrove	FIRE CO	APPROVED	07/02/15	07/05/15	07/06/15
PLB2015-020	07/02/15	COMM	47	203 N ALAMO	BOWEN, PERRY	Ariana Hargrove	FIRE 972-772-6431		07/02/15	07/12/15	
BLD2015-087	06/22/15	COMM	57	2850 SHORELINE TRL 100	LAKE, FRONT TRAIL LP	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/06/15	07/16/15	07/06/15
BLD2015-092	06/26/15	COMM	53	3013 Ridge Rd. 102	PS5, PROPERTIES LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/06/15	07/16/15	07/06/15
BLD2015-028	03/03/15	COMM	168	1037 IH 30 103	EXCEL, ROCKWALL LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/07/15	07/17/15	07/07/15
BLD2015-028	03/03/15	COMM	168	1037 IH 30 104	EXCEL, ROCKWALL LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/07/15	07/17/15	07/07/15
BLD2015-093	06/30/15	COMM	49	1010 RIDGE RD	Joanne Vuckovic	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/07/15	07/17/15	07/07/15
BLD2015-097	07/07/15	COMM	42	2020 INDUSTRIAL 607	ROCKWALL, STEEL CO	Ariana Hargrove	FIRE 972-772-6431		07/07/15	07/17/15	
BLD2015-076	06/08/15	COMM	71	1408 Goliad St S	HERITAGE, CHRISTIAN ACADEMY	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/08/15	07/18/15	07/08/15
CO2015-0061	07/08/15	CO	41	113 KENWAY DR	NBN, COMMERCIAL GROUP LLC	Ariana Hargrove	FIRE CO	APPROVED	07/08/15	07/11/15	07/08/15
CO2015-0062	07/08/15	CO	41	2582 SH 276	TKC CLXXXVI, LLC	Ariana Hargrove	FIRE CO	APPROVED	07/08/15	07/11/15	07/08/15
BLD2015-097	07/09/15	COMM	40	5335 Horizon Rd.	BUFFALO, CREEK BUSINESS PARK LTD	Ariana Hargrove	FIRE 972-772-6431		07/09/15	07/19/15	
CO2015-0063	07/09/15	CO	40	104 BOYDSTUN AVE E	PARKS, TODD & DENISE	Ariana Hargrove	FIRE CO	APPROVED	07/09/15	07/12/15	07/09/15
BLD2015-098	07/10/15	COMM	39	1638 MANNHEIM DR.	CHARTER CABLE TX	Ariana Hargrove	FIRE 972-772-6431		07/10/15	07/20/15	

City of Rockwall
Permit Routing Report By Date Sent (then by permit)
For the Period 7/1/2015 thru 7/31/2015

Permit #	Appl. Date	Aging	Address	Description	Owner Name	Plan Review Detail			
						Contact	Review Type	Status	Completed
CO2015-0064	07/10/15	CO	39 1207 ARISTA RD 101	J Michael Putman, MD, PA	REALTY, CAPITAL ROCKWALL, LTD	Ariana Hargrove	FIRE CO	APPROVED	07/13/15
ELE2015-003	07/10/15	COMM	39 214 E RUSK	RELOCATE SERVICE CHANGE	TURNER, V H	Ariana Hargrove	FIRE	07/10/15	07/20/15
BLD2015-076	06/08/15	COMM	71 1408 Goliad St S	HCA - Classroom remodel & site Dranage improvements	HERITAGE, CHRISTIAN ACADEMY	Ariana Hargrove	FIRE	07/13/15	07/23/15
BLD2015-100	07/14/15	COMM	35 3045 N GOLIAD RD 109	Alliance Bank - interior demo / remodel	PCB, PROPERTIES LLC	Ariana Hargrove	FIRE	COMMENTS NEEDED	07/14/15
BLD2015-088	06/22/15	COMM	57 1037 IH 30 100	James Avery Jewelry - Interior Completion	EXCEL, ROCKWALL LLC	Ariana Hargrove	FIRE	APPROVED	07/15/15
ELE2015-003	07/15/15	COMM	34 911 N GOLIAD	INSTALL 100AMP SUBPANEL	HILL, LES & SHARON ANN	Ariana Hargrove	FIRE	07/15/15	07/25/15
MEC2015-011	07/15/15	COMM	34 1207 BETA CT	Rowe International	HEATH, DEVELOPERS CORP #1	Ariana Hargrove	FIRE	07/15/15	07/25/15
BLD2015-102	07/16/15	COMM	33 810 Rockwall Pkwy	Holly Britt Eye care & Laser Management rockwall	BRITT HOLLY FISHER	Ariana Hargrove	FIRE	COMMENTS NEEDED	07/16/15
CO2015-0065	07/16/15	CO	33 2065 Summer Lee Dr. 107	Hollywood nail/spa	MARIAH, BAY DEVELOPMENT INC	Ariana Hargrove	FIRE CO	APPROVED	07/16/15
BLD2015-103	07/17/15	COMM	32 203 N ALAMO	Concrete sidewalk	Oscar Cano	Ariana Hargrove	FIRE	07/17/15	07/27/15
BLD2015-103	07/17/15	COMM	32 550 W RALPH HALL PKWY	Buffington expanding - combining two spaces	DRAKE, BUSINESS PROPERTIES LTD	Ariana Hargrove	FIRE	DENIED	07/17/15
BLD2015-104	07/17/15	COMM	32 503 Goliad N	Hazel & Olive - New Construction	DATAR, CORPORATION	Ariana Hargrove	FIRE	COMMENTS NEEDED	07/17/15
BLD2015-105	07/20/15	COMM	29 1141 MIMS RD	TXDOT - Temp lot	STAGLLANO, VINCENT J	Mark Poindexter	FIRE	APPROVED	07/20/15
CO2015-0066	07/20/15	CO	29 1400 IH 30	Woodcreek Brewing Company	CSIHAR, JAMES J	Ariana Hargrove	FIRE CO	APPROVED	07/20/15
BLD2015-107	07/22/15	COMM	27 1655 Science Place	L-3 RE-ROOFING (SHINGLES ONLY)	L-3 COMMUNICATIONS	Ariana Hargrove	FIRE	07/22/15	08/01/15
BLD2015-107	07/23/15	COMM	26 1301 Summer Lee Dr.	Orthopedic Specialists of Dallas	North Dallas Rockwall Land Investors, llc	Ariana Hargrove	FIRE	COMMENTS NEEDED	07/23/15
BLD2015-108	07/23/15	COMM	26 1695 Science Place	L-3 Irrigation installation	BELLE, HAV/TEX LP	Ariana Hargrove	FIRE	07/23/15	08/02/15
CO2015-0067	07/23/15	CO	26 203 N Alamo Rd	N-Balance Physical Therapy	Oscar & Nancy Cano	Ariana Hargrove	FIRE CO	APPROVED	07/23/15
BLD2015-109	07/24/15	COMM	25 6525 FM 3097	NEW ALLIANCE ADDITION PHASE 2 OFFICE BUILDING	ROCKWALL, RENTAL PROPERTIES LP	Ariana Hargrove	FIRE	COMMENTS NEEDED	07/24/15

City of Rockwall
Permit Routing Report By Date Sent (then by permit)
For the Period 7/1/2015 thru 7/31/2015

Permit #	Appl. Date	Permit Type	Aging	Address	Description	Owner Name	Plan Review Detail			
							Contact	Review Type	Status	Completed
BLD2015-110	07/24/15	COMM	25	107 E KAUFMAN	PERFORM REPAIR TO BRICK COLUMNS AND FRONT FACADE OF BUILDING	ARISTA KAUFMAN LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/27/15
CO2015-0068	07/24/15	CO	25	2045 KRISTY LN		IRT, CONSTRUCTION INC	Ariana Hargrove	FIRE CO	APPROVED	07/27/15
BLD2015-053	04/24/15	COMM	116	1700 IH 30		NESBO, LIMITED PARTNERSHIP	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/27/15
BLD2015-100	07/14/15	COMM	35	3045 N GOLIAH RD 109		PCB, PROPERTIES LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/27/15
CO2015-0069	07/27/15	CO	22	2109 SUMMER LEE DR 103	Alliance Bank - interior demo / remodel	VCR	Ariana Hargrove	FIRE CO	APPROVED	07/30/15
CO2015-0070	07/27/15	CO	22	760 Ralph Hall Pkwy W 110	City Salon Suites & Spa CO	FLEMING, INVESTMENTS INC	Ariana Hargrove	FIRE CO	APPROVED	07/30/15
CO2015-0071	07/27/15	CO	22	811 Yellow Jacket 106	CROSSFIT HEATH	LANDLOW, LLC	Ariana Hargrove	FIRE CO	APPROVED	07/30/15
BLD2015-103	07/17/15	COMM	32	550 W RALPH HALL PKWY	Go Pro Massage	DRAKE, BUSINESS PROPERTIES LTD	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/28/15
BLD2015-111	07/28/15	SCHOOL	21	ROCKWALL PLAZA	Buffington expanding - combining two spaces	EXCEL, ROCKWALL LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/28/15
SP2015-01	07/23/15	SPECIAL EVENT	26	1400 130	ADDING IRRIGATION ZONES	CSIHAR, JAMES J	Bryan Patrick	FIRE 972-772-6431	APPROVED	07/28/15
PLB2015-022	07/29/15	COMM	20	2055 SUMMER LEE DR	WOODCREEK BREWING CO GRAND OPENING	BELLA HARBOR HOTEL VENTURE LLC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/29/15
PLB2015-022	07/29/15	COMM	20	1450 IH 30 E	REPLACE IRRIGATION BACKFLOW	BENTLEY, RICK	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/29/15
BLD2015-112	07/30/15	COMM	19	140 FEATHERSTONE DR	CONNECT TO CITY SEWER FOR RITE CO COLLISION	Stone Creek	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/30/15
CO2015-0072	07/30/15	CO	19	832 STEGER TOWNE DR	Irrigation at entrance of stone creek	STEGER, DUNHILL LLC	Ariana Hargrove	FIRE CO	APPROVED	07/30/15
CO2015-0073	07/30/15	CO	19	2951 Ridge Rd 101	Woof Gang Bakery & Grooming	REGENCY, CENTERS LP	Ariana Hargrove	FIRE CO	APPROVED	07/30/15
ELE2015-003	07/30/15	COMM	19	2009 INDUSTRIAL B	Message Envy Spa	ROCKWALL, STEEL CO	Ariana Hargrove	FIRE 972-772-6431	APPROVED	07/30/15
BLD2015-111	07/29/15	COMM	20	102 S FIRST	INSTALLING ADDITIONAL PANEL - CIRCUITS FOR 4 A/C UNITS	ROCKWALL, COUNTY HELPING HANDS INC	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	07/31/15
CO2015-0074	07/31/15	CO	18	2380 S Goliad St. 120	Rockwall Helping hands - remodel	CNLR, ROCKWALL LP	Ariana Hargrove	FIRE CO	APPROVED	07/31/15
					Texas Retina Associates					

City of Rockwall
Permit Routing Report By Date Sent (then by permit)
For the Period 7/1/2015 thru 7/31/2015

Permit #	Appl. Date	Aging	Address	Description	Owner Name	Plan Review Detail			
						Contact	Review Type	Status	Completed
MEC2015-01	07/31/15	18	2009 INDUSTRIAL B	REPLACING FOUR EXSITING A/C UNITS	ROCKWALL, STEEL CO	Ariana Hargrove	FIRE	972-772-6431	08/10/15
	COMM								

City of Rockwall
Project Routing Report By Date Sent (then by project)
For the Period 7/1/2015 thru 7/31/2015

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail			
					Contact	Review Type	Date Sent	Completed
							Date Due	Status
Z2015-020	06/15/2015 ZONING	64	JOHN KING BLVD		Ariana Hargrove	FIRE	07/01/2015	07/01/2015
P2015-028	06/23/2015 PLAT	56	503 N GOLIAD ST		Ariana Hargrove	FIRE	07/16/2015	07/16/2015
Z2015-021	06/15/2015 ZONING	64	3011 N GOLIAD ST		Ariana Hargrove	FIRE	07/23/2015	07/23/2015
P2015-030	07/15/2015 PLAT	34			Ariana Hargrove	FIRE	07/15/2015	07/15/2015
E2005-016	07/06/2015 ENGINEERING	43	LAKESHORE N DR		Ariana Hargrove	FIRE	07/06/2015	07/20/2015
E2015-020	06/12/2015 ENGINEERING	67	1350 SUMMER LEE DR		Ariana Hargrove	Engineering: Fire	07/15/2015	07/17/2015
P2015-029	07/07/2015 PLAT	42	QUAIL RUN		Ariana Hargrove	FIRE	07/29/2015	07/29/2015
SP2015-017	07/17/2015 SITE PLAN	32	2604 RIDGE RD		Ariana Hargrove	FIRE	07/07/2015	07/08/2015
Z2015-023	07/17/2015 ZONING	32	RIDGE RD		Ariana Hargrove	FIRE	07/14/2015	07/24/2015
P2015-031	07/17/2015 PLAT	32	ALLIANCE DR		Ariana Hargrove	FIRE	07/17/2015	07/27/2015

302

City of Rockwall
Project Routing Report By Date Sent (then by project)
For the Period 7/1/2015 thru 7/31/2015

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail			
					Contact	Review Type	Date Sent	Completed
SP2015-016	07/17/2015 SITE PLAN	32	JOHN KING BLVD		Ariana Hargrove	FIRE	07/17/2015	07/27/2015
P2015-032	07/20/2015 PLAT	29	3035 RIDGE RD		Ariana Hargrove	FIRE	07/20/2015	07/27/2015
SP2015-018	07/20/2015 SITE PLAN	29	YELLOW JACKET LANE		Ariana Hargrove	FIRE	07/20/2015	07/27/2015
Z2015-024	07/20/2015 ZONING	29	205 ROCKHOUSE LN		Ariana Hargrove	FIRE	07/20/2015	07/27/2015
P2015-033	07/22/2015 PLAT	27	2601 LAKEFRONT TRL		Ariana Hargrove	FIRE	07/22/2015	07/27/2015

303

303



Inspection Status Summary Report



Print Date/Time: 08/18/2015 10:47
Login ID: rcklahargrove
Inspection Type: *All

From Date: 07/01/2015
To Date: 07/31/2015
Inspection Status: *All

Rockwall Fire Department
FDID Number: TX504
Inspected By: *All

Status	Inspection Type	Total Number of Inspections
Finalized	Access Control Doors	1
	Annual	1
	Certificate of Occupancy	13
	Construction Final	6
	Courtesy	5
	Fire Alarm System	1
	Fire Sprinkler System	2
	Flow Test	1
	Follow Up	5
	Foster Care / Adoption	2
	Generator	1
	Go Vertical	1
	Knox Box	3
	Other	1
	Tanks-UST	1
Total Finalized :		44



Inspection Status Summary Report



City of Rockwall
The New Frontier

Print Date/Time: 08/18/2015 10:47
Login ID: rcklahargrove
Inspection Type: *All

From Date: 07/01/2015
To Date: 07/31/2015
Inspection Status: *All

Rockwall Fire Department
FDID Number: TX504
Inspected By: *All

Status	Inspection Type	Total Number of Inspections
Pending	Annual	4
	Certificate of Occupancy	7
	Construction Final	13
	Fire Alarm System	2
	Fire Sprinkler System	5
	Follow Up	8
	Foster Care / Adoption	1
	Go Vertical	1
	Underground Fire Line	2
Total Pending :		43
Total :		87



Fire Investigation Status Summary



City of Rockwall
The New Presence

Print Date/Time: 08/18/2015 10:48
Login ID: rcklahargrove
Status: All

From Date: 07/01/2015
To Date: 07/31/2015
Investigation Type: All

Rockwall Fire Department
FDID Number: TX504

Status	Investigation Type	Total Number of Investigations
Admin Closed/Invest Suspended	No Investigations Exist For This Status	
		Total Admin Closed/Invest Suspended : 0
Active (Open)	Incendiary	1
		Total Active (Open) : 1
Admin Closed- no criminal incident	Undetermined Accidental	1 1
		Total Admin Closed- no criminal incident : 2
Closed - by arrest/case to DA	No Investigations Exist For This Status	
		Total Closed - by arrest/case to DA : 0
Pending Final Report	No Investigations Exist For This Status	
		Total Pending Final Report : 0
		Total : 3



Fire Permit Listing



City of Rockwall
The Heart of Texas

Print Date/Time: 08/18/2015 10:48
Login ID: rcklahargrove
Permit Type: All
Permit Number From/To: All

From Application Date: 7/1/2015
Thru Application Date: 7/31/2015
Permit Status: All

Rockwall Fire Department
FDID Number: TX504
Inspector: All

Permit Number	Application Date	Applicant	Location	Permit Type	Status	Status Date
1672	07/01/2015	Shell Building Plaza Rockwall Building 16		Overhead-Sprinkler	Approved	07/08/2015
1673	07/09/2015	Texas Retina Associates	2380 S GOLIAD ST 120 ROCKWALL, TX 75032	Fire Alarm	Approved	07/09/2015
1675	07/13/2015	Dr. Chou	3018 RIDGE RD 120 ROCKWALL, TX 75032	Overhead-Sprinkler	Approved	07/31/2015
1676	07/14/2015	Lowder, Paul M	1667 N LAKESHORE DR ROCKWALL, TX 75087	Aboveground Tank	Approved	07/14/2015
1679	07/17/2015	James Avery	1037 E I 30 100 ROCKWALL, TX 75032	Overhead-Sprinkler	Approved	07/30/2015
1680	07/15/2015	Nissan of Rockwall	1700 E I 30 ROCKWALL, TX 75087	Underground-Sprinkler	Approved	07/15/2015
1681	07/21/2015	Stewart, Trey	OAKHURTS AND WINDHAM Rockwall, TX	Temp Aboveground tank	Approved	07/21/2015
1682	07/24/2015	Horizon Village Shell Building	760 E RALPH HALL PKWY ROCKWALL, TX 75032	Underground Tank	Approved	07/24/2015
1684	07/23/2015	2951 Ridge Road Shell Building	2951 RIDGE RD ROCKWALL, TX 75032	Fire Alarm	Submitted	07/23/2015
1685	07/27/2015	Nissan of Rockwall	1700 E I 30 ROCKWALL, TX 75087	Overhead-Sprinkler	Re-Submit Needed	08/05/2015
1686	07/28/2015	L3 Communications Shell Building	1695 SCIENCE PL ROCKWALL, TX 75032	Fire Alarm	Approved	08/04/2015
1687	07/28/2015	City Salon Suites & Spa	2109 SUMMER LEE DR 103 ROCKWALL, TX 75032	Doors-Access Control	Approved	07/28/2015



Fire Permit Listing



City of Rockwall
The New Frontier

Print Date/Time: 08/18/2015 10:48
Login ID: rcklahargrove
Permit Type: All
Permit Number From/To: All

From Application Date: 7/1/2015
Thru Application Date: 7/31/2015
Permit Status: All

Rockwall Fire Department
TX504
Inspector: All

Permit Number	Application Date	Applicant	Location	Permit Type	Status	Status Date
1689	07/29/2015	Coldwell Banker	,	Overhead-Sprinkler	Approved	07/30/2015
1690	07/30/2015	soma	,	Overhead-Sprinkler	Approved	08/04/2015
1691	07/30/2015	Chico	,	Overhead-Sprinkler	Approved	08/04/2015
1692	07/30/2015	breezy hill	,	Temp Aboveground tank	Approved	08/03/2015
1694	07/30/2015	ROCKWALL NURSING CENTER	206 STORRS ST ROCKWALL, TX 75087	Doors-Access Control	Approved	07/30/2015

Total Number of Permits: 17

THIS PAGE INTENTIONALLY LEFT BLANK

City of Rockwall
GIS Department Report
July 2015

GIS Project Requests.

Month	2007	2008	2009	2010	2011	2012	2013	2014	2015	% Change from 2014	2015 Trend
January	5	14	19	24	31	21	26	28	38	35.71%	↑
February	13	16	26	28	28	25	26	27	33	22.22%	↑
March	4	6	32	23	36	22	23	28	30	7.14%	↑
April	9	25	17	22	29	37	23	30	35	16.67%	↑
May	16	25	18	30	32	33	38	24	31	29.17%	↑
June	11	9	27	22	38	35	28	15	34	126.67%	↑
July	15	24	15	32	23	27	21	31	41	32.26%	↑
August	15	7	23	24	38	35	36	34			
September	9	7	28	31	37	27	20	39			
October	10	33	32	39	40	39	27	44			
November	35	6	15	27	22	13	29	34			
December	10	13	13	28	22	17	28	19			
Total:	152	185	265	330	376	331	325	353	242		

Key Projects.

- (1) **New Internet Maps.** Assist in building new suite of internet maps with connection to the City's work order system (85% Complete).
- (2) **911 Addressing.** Regular 911 address assignment/changes for all new city developments and residents.
- (3) **GPS Signage Project.** Completed GPS location of all city signage and input into the city GIS (100% Complete).
- (4) **Takeline Properties.** GIS created online application to track takeline leased properties and surveys.
- (5) **New World Systems.** Regular GIS maintenance and updates to dispatch mapping system.
- (6) **Parks And Recreation Maps.** GIS created Parks amenities, facility and rent area maps and applications.
- (7) **Mosquito Fogging Maps.** Fog / No Fog or Treatment Zones. Identify all water bodies include 300' buffers (On-Going).
- (8) **Airport FAA Requirements.** Tree hazard identification for future removal plan (used Lidar data to identify penetrations of 20:1 approach zone slope).
- (9) **Engineering Scans.** Input hyperlinks to open appropriate construction drawings from GIS mapping.
- (10) **Flooding Maps and Apps.** Input flooding data into the GIS and create mapping. (Post May-June 2015 events).
- (11) **Master Thoroughfare Plan.** Proposed changes for thoroughfare maps.
- (12) **Various Calculations.** Performed various parcel, zoning, and trail calculations for city projects. Also studies for proposed roadway alignments.

Year to Date Project Request by Department.

Admin / HR /Internal Ops	8
Building Inspections	4
Citizen Request	4
City Council	2
City Manager's Office	9
Neighborhood Improvement Services	2
Engineering / Public Works	49
Finance / Utilities	2
Fire Department	5
GIS (Citywide Projects)	61
IT	1
Main Street Program	5
Outside Agencies	7
Parks & Recreation	33
Planning	29
Police Department	17
REDC	4
Total	242

THIS PAGE INTENTIONALLY LEFT BLANK

Rockwall Police Department
Harbor District Calls For Service
July 2015

<u>Incident Number</u>	<u>Date</u>	<u>Time</u>	<u>Common Name</u>	<u>Incident Type</u>	<u>Incident CFS Disposition</u>
2015-00022067	7/10/2015	20:18:11	Campisi's	Disturbance	No Report
2015-00020862	7/1/2015	16:35:00	Cinemark	Suspicious Activity	No Report
2015-00021345	7/4/2015	22:43:45	Cinemark	Disturbance	No Report
2015-00021359	7/4/2015	23:15:02	Cinemark	Investigation	No Report
2015-00021374	7/4/2015	23:54:31	Cinemark	Traffic Stop	Arrest
2015-00022573	7/15/2015	0:13:51	Cinemark	Disturbance	No Report
2015-00023024	7/18/2015	21:06:12	Cinemark	Accident - Minor	No Report
2015-00023631	7/23/2015	21:17:06	Cinemark	Tow	Tow
2015-00023643	7/23/2015	23:11:39	Cinemark	Traffic Stop	Citation
2015-00023739	7/24/2015	20:14:55	Cinemark	Vehicle Unlock	No Report
2015-00023946	7/26/2015	1:32:23	Dodie's	Investigation	Arrest
2015-00020876	7/1/2015	18:06:02	Gloria's	Intoxicated	No Report
2015-00023800	7/25/2015	0:21:03	Gloria's	Intoxicated	Arrest
2015-00021316	7/4/2015	21:48:42	Hilton	Disturbance	No Report
2015-00021338	7/4/2015	22:27:05	Hilton	Parking Violations	Citation
2015-00021351	7/4/2015	23:02:15	Hilton	Disturbance	No Report
2015-00021906	7/9/2015	13:08:07	Hilton	Traffic Stop	Warning
2015-00022324	7/12/2015	21:20:01	Hilton	Animal	No Report
2015-00023044	7/18/2015	22:30:11	Hilton	Accident - Minor	Report
2015-00023892	7/25/2015	21:04:52	Hilton	Vehicle Unlock	No Report
2015-00024078	7/27/2015	11:17:44	Hilton	911 Hang Up	Flase 911
2015-00024162	7/28/2015	2:56:44	Hilton	Suspicious Activity	No Report
2015-00024511	7/30/2015	19:26:08	Hilton	Civil Matter	No Report
2015-00021193	7/3/2015	21:58:40	The Harbor	Disturbance	Arrest
2015-00021202	7/3/2015	22:57:00	The Harbor	Traffic Stop	Arrest
2015-00021738	7/7/2015	22:41:10	The Harbor	Investigation	Unable To Locate
2015-00021954	7/9/2015	20:24:02	The Harbor	Investigation	No Report
2015-00021970	7/9/2015	22:12:59	The Harbor	Disturbance	Arrest
2015-00021978	7/9/2015	23:12:30	The Harbor	Intoxicated	Arrest
2015-00022080	7/10/2015	21:46:16	The Harbor	Traffic Stop	Warning
2015-00022249	7/12/2015	1:26:37	The Harbor	Assist Motorist	No Report
2015-00022786	7/16/2015	22:06:41	The Harbor	Investigation	Arrest
2015-00022805	7/17/2015	0:02:06	The Harbor	Disturbance	Report
2015-00023837	7/25/2015	13:01:08	The Harbor	Traffic Stop	Warning
2015-00023918	7/25/2015	22:38:48	The Harbor	Parking Violations	No Report
2015-00024374	7/29/2015	18:56:51	The Harbor	Meet Complainant	No Report
2015-00024494	7/30/2015	17:21:33	The Harbor	Vehicle Unlock	No Report
2015-00021078	7/2/2015	23:08:31	Three Sheets	Theft	Arrest
2015-00021082	7/2/2015	23:24:52	Three Sheets	Investigation	No Report

			<u>Common Name</u>		
			The Harbor	14	
			Hilton	10	
			Cinemark	9	
			Glorias	2	
			Three Sheets	2	
			Campisi's	1	
			Dodie's	1	
			Total	39	

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF ROCKWALL
INTERNAL OPERATIONS DEPARTMENT
FACILITY MAINTENANCE REQUESTS FOR SERVICE
JULY 2015

DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W/ IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	4	4	0	100%
ADMINISTRATIVE SERVICES	2	2	0	100%
AIRPORT	0	0	0	0%
ANIMAL SERVICES	4	4	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	0	0	0	0%
ENGINEERING	1	1	0	100%
FINANCE	0	0	0	0%
FIRE DEPARTMENT	31	31	0	100%
INTERNAL OPERATIONS	124	124	0	100%
MUNICIPAL COURT	8	8	0	100%
PARKS & RECREATION	18	17	1	94%
PLANNING & ZONING	0	0	0	0%
POLICE DEPARTMENT	43	41	2	95%
PUBLIC WORKS	4	4	0	100%
UTILITY BILLING	0	0	0	0%
TOTAL	239	236	3	99%

CITY OF ROCKWALL
INTERNAL OPERATIONS DEPARTMENT
RADIO SYSTEM
REQUESTS FOR SERVICE
JULY 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	0	0	0	100%
PARKS & RECREATION	0	0	0	100%
POLICE DEPARTMENT	10	10	0	100%
PUBLIC WORKS	0	0	0	100%
UTILITY BILLING	0	0	0	100%
HEATH DEPT. PUBLIC SAFETY	2	2	0	100%
HOSPITAL CONTROL STATIONS	0	0	0	100%
SYSTEM ISSUES	0	0	0	100%
TOTAL	15	15	0	100%

Airport Operations Report

For Month of July 2015

FUEL SALES

	GALLONS SOLD	GROSS SALES
Jet - A Sales	372.00	\$1,436.90
Av-Gas Sales	2,188.00	\$9,727.73
TOTAL FUEL SALES	2,560.00	\$11,164.63

HANGAR RENTAL REVENUE

Open T Hangar Rental Revenue	\$2,690.25
Transient Covered Hgr - Nightly	\$75.00
Enclosed Hangar Rental Revenue	\$120.00
Nightly Tiedown Fees	\$14.00
North Community Hangar Rental Revenue	\$650.00
TOTAL HANGAR RENTALS	\$3,549.25

HANGAR OCCUPANCY RATES

	TOTAL HANGARS	QTY RENTABLE	QUANTITY LEASED	OCCUPANCY RATE
Open T Hangars	45	40	36	90.00%
Closed Hangar Rentals	2	2	2	100%
Open Hangar Cap Rentals	2	1	1	100%
TOTAL HANGAR OCCUPANCY	49	43	39	91%

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	\$256.00	\$256.00
City Owned Hangar Rentals	5.00%	\$177.46	\$0.00	\$0.00
TOTAL FEES DUE		\$177.46	\$256.00	\$433.46

I certify the information and amounts submitted on this form are true and correct.



Todd Parks
Managing Director - Texas Air Center, LLC



City of Rockwall
The New Horizon

MEMORANDUM

TO: Rick Crowley, City Manager
FROM: Joey Boyd, Director of Internal Operations
DATE: September 1, 2015
SUBJECT: Ralph M. Hall / Rockwall Municipal Airport
Airport Development Plan Update

The City of Rockwall was notified in August 2015 that TXDOT Aviation has finalized their review of the Airport Development Plan and has indicated that the final draft of the Airport Development Plan report can be published; however, the new Airport Layout Plan is still pending airspace analysis review at the FAA.

The City's consultant, Garver, submitted the ALP for review on August 13, 2015 and indicated that the City should expect a response from the FAA within the following 45-90 days.

Links to the Airport Development Plan is on the city management page of the City's website.

THIS PAGE INTENTIONALLY LEFT BLANK

July-2015

ACTIVITY	CURRENT MONTH JULY	PREVIOUS MONTH JUNE	YTD 2015	YTD 2014	YTD % CHANGE
-----------------	-------------------------------	--------------------------------	---------------------	---------------------	-------------------------

PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	2	1	8	1	700.00%
Robbery	1	0	6	2	200.00%
Aggravated Assault	0	2	19	19	0.00%
Burglary	3	8	26	40	-35.00%
Larceny	56	61	343	355	-3.38%
Motor Vehicle Theft	3	3	25	29	-13.79%
TOTAL PART I	65	75	427	446	-4.26%
TOTAL PART II	178	171	1094	959	14.08%
TOTAL OFFENSES	243	246	1521	1405	8.26%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	18	16	103	114	-9.65%
D.W.I.	30	21	114	138	-17.39%
TEEN CURFEW	0	0	2	7	-71.43%

ARRESTS

FELONY	14	14	117	120	-2.50%
MISDEMEANOR	46	83	465	547	-14.99%
WARRANT ARREST	54	40	245	225	8.89%
JUVENILE	4	12	20	44	-54.55%
TOTAL ARRESTS	118	149	847	936	-9.51%

DISPATCH

CALLS FOR SERVICE	1496	1731	10478	10227	2.45%
-------------------	------	------	-------	-------	-------

ACCIDENTS

INJURY	7	12	62	74	-16.22%
(INJURIES)	12	15	92	99	-7.07%
NON-INJURY	53	54	372	296	25.68%
FATALITY	0	0	1	0	100.00%
(FATALITIES)	0	0	1	0	100.00%
TOTAL	60	66	435	370	17.57%

FALSE ALARMS

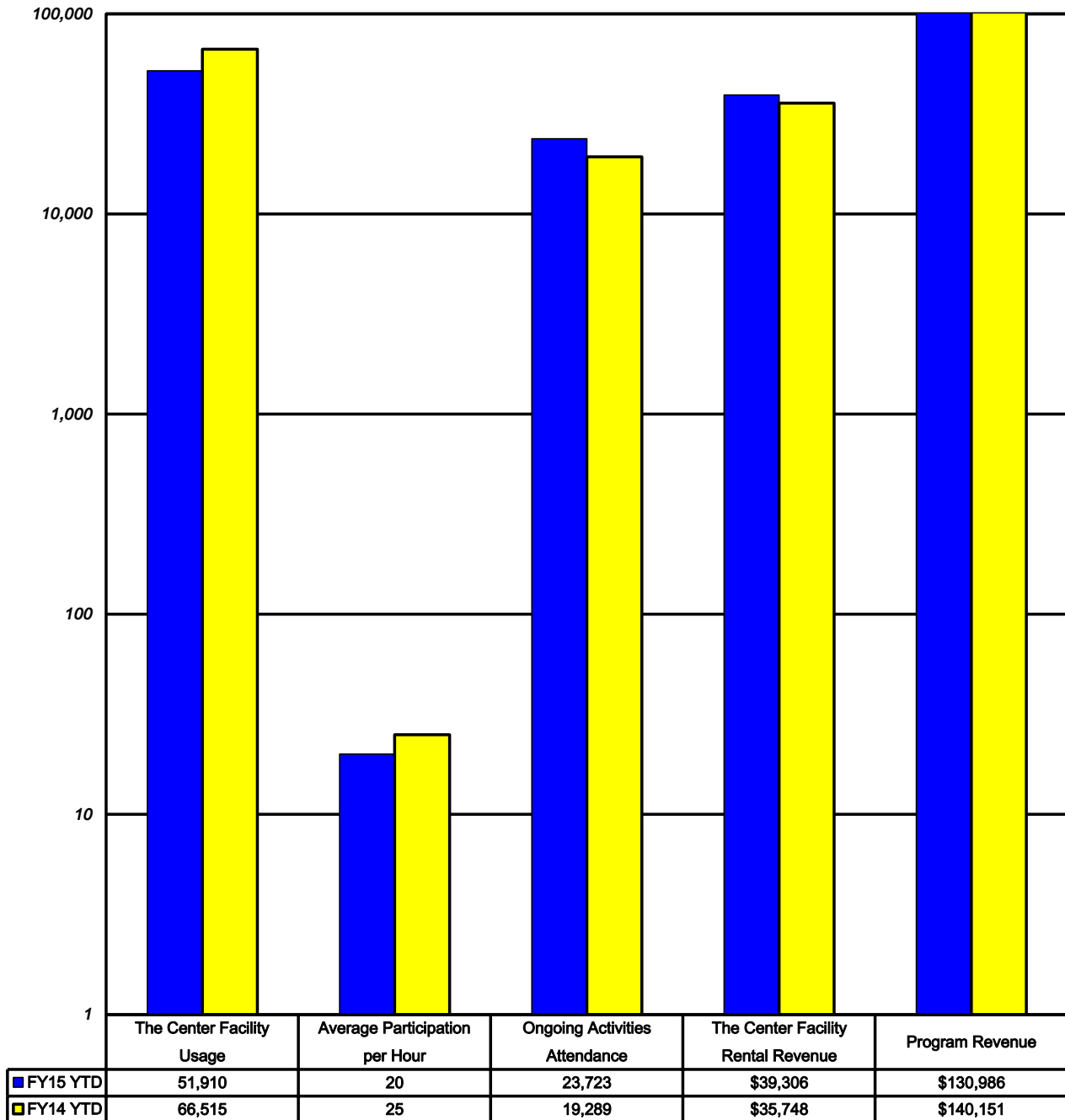
RESIDENT ALARMS	65	75	444	426	4.23%
BUSINESS ALARMS	127	180	876	894	-2.01%
TOTAL FALSE ALARMS	192	255	1320	1320	0.00%
Estimated Lost Hours	126.72	168.3	871.2	871.2	0.00%
Estimated Cost	\$3,014.40	\$4,003.50	\$20,724.00	\$20,724.00	0.00%

ROCKWALL NARCOTICS UNIT

	Number of Cases	4
	Arrests	
	Arrest Warrants	3
	Search Warrants	
	Seized	
	1 Kilo	Methamphetamine
	Cash	\$196,000

THIS PAGE INTENTIONALLY LEFT BLANK

City of Rockwall Parks and Recreation Department FY15 July 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).

THIS PAGE INTENTIONALLY LEFT BLANK

Rockwall Animal Adoption Center Monthly Report
CCHS at Rockwall
July 2015

DISPOSITION REPORT

	July
Intakes	159
1045	3
Adopted	114
Returned to Owner	25
Rescued	9
Euthanized	3
Live Outcome %	96%
Number of Animals in Foster	12

FINANCIAL REPORT

Income	July
City of Rockwall	\$95,951
Adoption Fee Income	\$8,590
Impound Fee Income	\$710
Owner Surrender	\$1,360
General Donations	\$2,192
Medical	\$570
Quarantine Fee	\$270
Total Income	\$109,643

Expenses	July
Administrative Expenses (Payroll, etc)	\$53,037
Shelter Expenses (Microchips, Drugs, etc)	\$4,338
Veterinary Expenses	\$6,463
Total Expenses	\$63,536
Balance	\$46,107

THIS PAGE INTENTIONALLY LEFT BLANK