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Consider, accept and authorize the Mayor to execute the Citizen Corps Trailer Grant Agreement, and take any action necessary.

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Discuss and consider extending the existing Facilities Agreement with the Roman Catholic Diocese of Dallas for a period of ten years regarding pro-rata reimbursement for the construction of Damascus Road, and take any necessary action.

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MIS2015-007 - Discuss and consider the approval of a special request by Michael Hunter of the Rockwall Housing Development Corporation (RHDC) on behalf of the owner Jacquelyn W. Coleman for an exception to the masonry requirements and a waiver to building setback requirements for the purpose of constructing a duplex on a 0.09-acre parcel of land identified as Lot 1B, Block H, Sanger Addition, City of Rockwall, Rockwall County, Texas, being zoned Multi-Family 14 (MF-14) District, situated within the Southside Residential Neighborhood Overlay (SRO) District, located at the southwest corner of the intersection of Ross Street and Peters Colony, and take any action necessary.

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MIS2015-008 - Discuss and consider the approval of a special request by Michael Hunter on behalf of the Rockwall Housing Development Corporation (RHDC) for waivers to the requirements stipulated in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow the construction of two (2) single-family attached homes on a 0.27-acre parcel of land identified as Lot 984A of the Rockwall Lake Estates #2 Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 112 Chris Street, and take any action necessary.

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P2015-036 - Discuss and consider approval of a request by Dub Douphrate of Douphrate & Associates, Inc. on behalf of the owners Scott and Leslie Milder for the approval of a replat for Lot 1, Block A, Our House Addition being a 0.75-acre tract of land currently identified as Blocks 24A & 24C, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 803 N. Goliad Street, and take any action necessary.

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Discuss and consider approval of an ordinance amending the Code of Ordinances in Chapter 12. Businesses & Sales, Article XII. Ambulance Service by adding and amending Sections 12-1250 through 12-1253 regulating ambulance services and providers in the City, and take any action necessary. (1st reading)	
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AGENDA
ROCKWALL CITY COUNCIL
Monday, October 05, 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

- p.9** 1. Hold work session to discuss preliminary planning associated with the design of S. Lakeshore / Summit Ridge roadway improvements, 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 process and appointment to Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)
2. Discussion regarding appointments to city regulatory boards, commissions, or committees - interview candidates: Planning & Zoning Commission vacancy - pursuant to Section 551.074 (personnel matters)

IV. ADJOURN EXECUTIVE SESSION

AGENDA
ROCKWALL CITY COUNCIL
Monday, October 05, 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 – MAYOR PRUITT

VIII. PROCLAMATIONS / AWARDS

- p.11** 1. Proclamation - Hispanic Heritage Month

IX. OPEN FORUM

X. CONSENT AGENDA

- p.13** 1. Consider approval of the September 21, 2015 City Council minutes, and take any action necessary.
- p.25** 2. Consider awarding the bid and authorizing the city manager to execute a Purchase Order to Professional Turf Products for the purchase of a Toro Infield Groomer in the amount of \$28,721.32 to be funded out of the General Fund - Parks Operations Budget, and take any action necessary.
- p.27** 3. Consider authorizing the city manager to execute a professional services contract with Birkhoff, Hendricks and Carter, LLP to perform engineering design services for the Quail Run Gravity Flow Line and the Squabble Creek Lift Station Improvements in an amount of \$220,500.00 to be funded with 2015 Water and Sewer Revenue Bonds, and take any action necessary.
- p.46** 4. Consider authorizing the city manager to execute a professional services contract with Kimley-Horn and Associates, Inc. Consulting Engineers to perform the traffic signal design at the intersection of North Lakeshore Drive and Masters Boulevard in an amount not to exceed \$36,500 to be funded out of the FY2015-16 Street Operations Budget, and take action necessary.
- p.61** 5. Consider authorizing the City Manager to execute a contract with the Texas Department of Transportation, Aviation Division for participation in the Routine Airport Maintenance Program (RAMP) at the Ralph M. Hall / Rockwall Municipal Airport, with matching funds for the grant to be provided by the Airport Operating Budget, and take any action necessary.
- p.77** 6. **P2015-037** - Consider approval of a request by Jennifer Garcia of KBGE on behalf of Collins Hartzog of Rockwall Texas 2015, LLC for the approval of a replat for Lot 3, Block 1, HJG Plaza Addition being a 0.91-acre tract of land identified as Lot 2, Block 1, HJG Plaza Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, located on the east side of SH-205 [S. Goliad Street] north of the intersection of SH-205 and Yellow Jacket Lane, and take any action necessary.

- p.82** 7. Consider, accept and authorize the Mayor to execute the Citizen Corps Trailer Grant Agreement, 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.

XII. ACTION ITEMS

- p.93** 1. Discuss and consider extending the existing Facilities Agreement with the Roman Catholic Diocese of Dallas for a period of ten years regarding pro-rata reimbursement for the construction of Damascus Road, and take any necessary action.
- p.100** 2. **MIS2015-007** - Discuss and consider the approval of a special request by Michael Hunter of the Rockwall Housing Development Corporation (RHDC) on behalf of the owner Jacquelyn W. Coleman for an exception to the masonry requirements and a waiver to building setback requirements for the purpose of constructing a duplex on a 0.09-acre parcel of land identified as Lot 1B, Block H, Sanger Addition, City of Rockwall, Rockwall County, Texas, being zoned Multi-Family 14 (MF-14) District, situated within the Southside Residential Neighborhood Overlay (SRO) District, located at the southwest corner of the intersection of Ross Street and Peters Colony, and take any action necessary.
- p.109** 3. **MIS2015-008** - Discuss and consider the approval of a special request by Michael Hunter on behalf of the Rockwall Housing Development Corporation (RHDC) for waivers to the requirements stipulated in Exhibit 'C' of Planned Development District 75 (PD-75) [Ordinance No. 09-37] to allow the construction of two (2) single-family attached homes on a 0.27-acre parcel of land identified as Lot 984A of the Rockwall Lake Estates #2 Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 112 Chris Street, and take any action necessary.
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- p.128** 5. Discuss and consider delaying the construction of Harbor Heights Drive between Shoreline Drive and Lakefront Trail as a part of the Springhill Suites Development in accordance with the conditions established in the Facilities Agreement, and take necessary action.
- p.136** 6. Discuss and consider authorizing the city manager to execute a contract with Meals on Wheels Senior Services for certain nutritional and senior service programs in the amount of \$30,000.00 to be funded from the Administration Department Operating Budget, and take any action necessary.

- p.144** 7. Discuss and consider approval of an **ordinance** amending the Code of Ordinances in Chapter 12. Businesses & Sales, Article XII. Ambulance Service by adding and amending Sections 12-1250 through 12-1253 regulating ambulance services and providers in the City, and take any action necessary. **(1st reading)**

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

1. Departmental Reports
 - p.150** Fire Dept. Monthly Reports - August 2015
 - GIS Department Monthly Report - August 2015 **p.167**
 - p.169** Harbor PD Monthly Report - August 2015
 - Internal Operations Department Monthly Report - August 2015 **p.171**
 - p.175** Police Department Monthly Reports - August 2015
 - Recreation Monthly Report - August 2015 **p.178**
 - p.180** Rockwall Animal Adoption Center Monthly Report - August 2015
2. City Manager's Report

XIV. EXECUTIVE SESSION

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

1. Discussion regarding process and appointment to Rockwall Central Appraisal District Board pursuant to Section 551.074 (personnel matters)
2. Discussion regarding appointments to city regulatory boards, commissions, or committees - interview candidates: Planning & Zoning Commission vacancy - pursuant to Section 551.074 (personnel matters)

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

XVI. ADJOURNMENT

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

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

I, Kristy 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 2nd day of October, 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



MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Kristy Cole, Assistant to the City Manager / City Secretary

DATE: October 2, 2015

SUBJECT: S. Lakeshore / Summit Ridge roadway improvements project

The city manager would like to have an additional, brief discussion with the Council on Monday regarding preliminary planning for the design of the S. Lakeshore / Summit Ridge roadway improvements project. Narrowing the roadway and the potential for including sidewalks has been previously discussed with Council concerning this project. In addition, the importance of gleaning input from affected property owners/residents living along the roadway and within the neighborhood has also been a part of past discussions. Additional input from council is prudent before staff begins gathering citizen input and prior to other, preliminary work beginning on this project.

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Proclamation Rockwall, Texas

Whereas, Hispanics have been present throughout the History of the Continent, Country and State, Hispanics and their descendants have had a profound and lasting influence on American history, values, and culture and

Whereas, Hispanic people have come to the United States from Mexico, Panama, Cuba, Columbia, Puerto Rico among others in search of opportunity, freedom, and a more prosperous future bringing with them a rich heritage, a deep commitment to family and community, a strong work ethic, and unwavering belief in the American Dream; and

Whereas, this month, as we acknowledge with gratitude the many gifts that Hispanic Americans bring to so many aspects of our daily lives, let us reaffirm our mutual respect and support for Hispanic American families so that they are afforded opportunities in achieving the American Dream and make the most of their lives; and

Whereas, working together, we can meet the needs of the 21st century in a way that will celebrate our differences and unite us around our common values.

Now, Therefore, I, Jim Pruitt, Mayor of the City of Rockwall, Texas, do hereby proclaim the month of **September 15th – October 15th, 2015** as

HISPANIC HERITAGE MONTH

in the City of Rockwall and encourage all citizens to celebrate the history and heritage of the Hispanic people and recognize their lasting contributions to the growth and development of this community, state and country.

In Witness Whereof, I hereunto set my hand and official seal this 5th day of October, 2015.

Jim Pruitt, Mayor

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MINUTES
ROCKWALL CITY COUNCIL
Monday, September 21, 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 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, and City Attorney Frank Garza.

II. WORK SESSION

1. Hold work session to discuss the United States Environmental Protection Agency's (EPA) Sanitary Sewer System compliance inspection report, including addressing any areas of concern, and take any action necessary.

City Engineer Tim Tumulty explained that on March 5, 2015, the EPA made a site visit to Rockwall to conduct a compliance inspection report on the city's wastewater system and associated maintenance. He indicated that the report was received by the city in early August, and it was dated June 2nd. He explained that the report indicates some relatively minor areas of possible non-compliance and/or areas of concern. He went on to explain what the EPA's expectations are as well as what steps the city plans to take in order to address any noted areas of concern.

2. Hold work session to discuss and consider local regulations regarding non-emergency ambulance services and associated transports, and take any action necessary.

City Manager Rick Crowley provided brief background information concerning this item, recapping what was discussed at the last council meeting concerning this topic. Based on those discussions, he asked the city attorney to draft a new ordinance to repeal exclusivity of the current ordinance provisions related to non-emergency transport services and to implement a simple registration and permitting process for ambulance providers who would potentially operate in our city in the future to provide non-emergency transport services. Mr. Garza, the city attorney, then went on to briefly explain the ordinance he drafted for this purpose.

Councilmember Hohenshelt indicated that he is generally not in favor of instituting franchise agreements/ordinances. However, he remains concerned about the impact that the potential loss of revenue may have on the ES Corporation, and ultimately the city, after exclusivity is revoked. It was explained that this revocation could fiscally impact the current EMS service provider due to potential loss of non-emergency transport business and associated revenue that previously went entirely to them. However, Mr. Crowley explained that the exact financial impact is impossible to determine at this time. Mayor Pruitt followed up by explaining that EMS related subsidy funding requests have already been submitted and the ES Corporation board recently approved its upcoming fiscal year budget. In addition, the current EMS contract is only in place for about

another year to year-and-a-half. So, any subsidy impact would only potentially affect one service year that is left under the existing EMS contract.

Various comments were made concerning the EMS subsidy and how it is arrived at year-by-year as well as the interest or non-interest the council members may have regarding regulating non-emergency transport service providers operating in the city. Following these discussions, the council took no formal action concerning this work session item.

Mayor Pruitt the read the below listed discussion items into the record before recessing the public meeting into Executive Session at 4:43 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 (re)appointments to city regulatory boards, commissions, or committees - Planning & Zoning Commission vacancy- pursuant to Section 551.074 (personnel matters)

Action Item 11 on public meeting agenda: Discuss and consider approval of an ordinance amending the provisions of Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the Code of Ordinances, specifically pertaining to exclusivity provisions expressed in Sec. 12-1251, and take any action necessary. (1st reading)

IV. ADJOURN EXECUTIVE SESSION

Executive session was adjourned at 5:45 p.m.

V. RECONVENE PUBLIC MEETING

Mayor Pruitt reconvened the public meeting at 6:00 p.m. with all seven city councilmembers present.

VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

It was announced that no action would be taken as a result of Executive Session.

VII. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT

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

VIII. PROCLAMATIONS / AWARDS

1. Shon Bellah Recognition

City Engineer Tim Tumulty provided brief details about Shon Bellah, City of Rockwall Water Department employee, who recently earned his Class A license, which is something that is not easy to achieve and is very valuable to the city and its residents.

97 Mayor Pruitt then read and presented a proclamation to Mr. Bellah, recognizing him for
98 this accomplishment.
99

100 2. Retirement Service Recognition – Ken Keeton
101

102 Mr. Keeton came forward and introduced his wife. Mayor Pruitt read and presented Mr.
103 Keeton with a proclamation to recognize his fourteen years of service to the residents
104 and business of Rockwall while working at the Rockwall Economic Development
105 Corporation (REDC).
106

107 IX. OPEN FORUM
108

109 Robert Huckabee
110 Assistant Head Master and High School Principal at Heritage Christian Academy
111 1408 South Goliad
112 Rockwall, TX
113

114 Mr. Huckabee explained that he has been a Rockwall resident for over twenty years, and
115 HCA has been at its current location for twelve years. He spoke regarding Action Item #1
116 regarding extending an agreement with Our Lady of the Lake Catholic Church that was
117 entered into five years ago. He explained that the agreement made at that time affected
118 HCA's property, but HCA had no knowledge of it until recently. He explained that
119 previously the church had asked HCA if it could expand Damascus Road at no cost to
120 HCA. Subsequently, after the expansion and addition to Damascus Road, the City of
121 Rockwall entered into an agreement with the Catholic Church that essentially obligated
122 HCA to pay back a portion of that road expense if HCA ever does any sort of expansion
123 of its own on its property. He explained that HCA was not a party to that agreement, it
124 had no knowledge of it, and it only learned of the agreement six weeks ago when its
125 builders approached the city about a potential parking lot expansion project next year.
126 He explained that HCA has serious concerns about the agreement and have sought legal
127 counsel. He is concerned about having his property unknowingly being encumbered
128 with \$143,000 in obligations and believes it is inexcusable. He expressed that he did not
129 even know renewal of the agreement was on tonight's agenda for consideration until this
130 morning. He asked that the Council take no action on Action Item #1 this evening to
131 allow an opportunity for all parties involved to sit down and work through some of the
132 concerns.
133

134 Michael Wagoner came forth explaining that he is a legal advisor and serves on Board of
135 Directors for the Rockwall Habitat for Humanity. He expressed that the organization has
136 had significant cooperation from various city staff members associated with a project
137 they are working on to find some additional land. He thanked the city for this
138 cooperation.
139

140 Jim Dula
141 9018 Lakepointe Avenue
142 Rowlett, TX 75088
143

144 Mr. Dula came forth and indicated that he is speaking as a representative of Our Lady of
145 the Lake Catholic Church and that several members of the parish are here this evening.
146 He stressed the importance of the agreement renewal associated with Action Item #1 on
147 tonight's agenda. He understands HCA's position with regards to no notification or slow

notification about the matter. He explained that the facilities agreement is important to the church's long term financial success. He explained that at the time, public safety and access was important. The church had approached HCA to ask them to partner with them on the project; however, when they declined, the church worked with the city to secure the facilities agreement. He again stressed the importance of this agreement and its financial implications, as the church is a non-profit organization.

John White
1929 S. Lakeshore
Rockwall, TX

Mr. White came forth and expressed his appreciation for City Engineer Tim Tumulty and his staff. He explained that recently he was out for a morning walk when he noticed a small piece of rebar poking out from the concrete. He took a photo and sent it to Tim, and, within twenty-four hours, staff replied back to him, letting him know that the rebar had been cut out and the concrete had been patched. He thanked Tim and the city staff.

There being no one else wishing to come forth, Mayor Pruitt then closed Open Forum.

X. CONSENT AGENDA

1. Consider approval of the minutes from the September 8, 2015 regular city council meeting, and take any action necessary.
2. 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.
3. Consider approval of the engineering services contract with Hydrological Support Services, LLC to perform flood study reviews for developments within the City in an amount not to exceed \$40,000.00 provided from the FY 2015-16 Department Operations Budget and developer reimbursement, and take any action necessary.
4. Consider authorizing the City Manager to enter into an agreement with the Texas Department of Transportation (TxDOT) under the City Pride Program for installation of signage along W. Rusk Street [SH-66] west of S. Lakeshore Drive, and take any action necessary.
5. Consider approval of a resolution for an easement abandonment associated with an existing 608 square foot utility easement generally located at the southeastern building corner of what is currently Honda of Rockwall, and take any action necessary.
6. Consider award of a professional services contract to Grantham & Associates, Inc. and authorize the city manager to execute associated documents for performing the engineering design services and specifications for the Signal Ridge Sanitary Sewer Pipe Bursting Project in an amount of \$27,480.00 to be funded by 2016 water and sewer revenue bonds, and take any action necessary.
7. Consider approval of American National Bank as the City's depository and take any action necessary.

Mayor Pro Tem Lewis made a motion to approve the entire Consent Agenda (#1, 2, 3, 4, 5, 6, and 7). Councilmember White seconded the motion, which passed unanimously.

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.

The Chairman was not present, so this item was not discussed / addressed.

XII. ACTION ITEMS

1. Discuss and consider extending the existing Facilities Agreement associated with reimbursement for the construction of Damascus Road to the Roman Catholic Diocese for ten years, and take any necessary action.

City Engineer Tim Tumulty provided background information concerning this agenda item, indicating that this is a pro rata facilities agreement that deals with costs associated with building a portion of Damascus Road. He explained that it was originally put in place after it was adopted by the Council in October 2010. He was informed by the Catholic church earlier this year, around April, that it was set to expire in October, and he has since learned that HCA is not in support of the agreement, as expressed in a recent letter sent to the city. He shared that he is personally to blame for the late notification to HCA because he did not call them until this morning even though he believes their letter clearly explained that they wanted an opportunity to speak about the agreement. He agreed that staff is willing to do whatever is needed to work through this.

Mayor Pruitt asked if the road were being built today, would this same type of agreement be the type of agreement that would be entered into now like it was five years ago. Mr. Tumulty indicated that he believes so, as it is very similar to a more recent roadway project on Summer Lee that dealt with property owners paying their pro rata share.

Councilmember White expressed concern about HCA being made a party to the facilities agreement when the only party that signed it five years ago was the Catholic church. City Manager Rick Crowley indicated that he is happy to go back and research the city's files to try and better determine what process took place five years ago that led to the agreement being put into place.

Mayor Pruitt asked the city attorney if there is anything wrong, legally, with these types of agreements. Mr. Garza explained that there is nothing wrong with these types of agreements and that they are allowed under the law. He expressed that typically these types of agreements are commonly created when a city wants to expand or rebuild a street, so they do, and then the put provisions into an agreement that stipulate that adjacent property owners must pay a pro rata share of those costs to pay back the city. In this instance, the circumstances were a little different, though, in that the city had no plans to extend the street. Instead, the Catholic church requested the street expansion, and it paid for that expansion. Mr. Garza went on to explain that, although all adjacent property owners are generally not part of executing an actual agreement like this (re: pro rata repayment of expansion of improvement of a street), they are usually at least made aware that the agreement is going to be executed prior to it actually being signed (not for their approval, but, rather, only so that they have been notified and are aware). It was explained that if HCA had never wished to make any improvements to their own property, then they would have never had to (re)pay a portion of the development costs associated

with the road and described in this agreement. However, if HCA had at some point come forward wanting to make improvements to their property, then the roadway would have been a development cost to them. General discussion took place with it being expressed that the ultimate outcome associated with HCA having to pay a portion of the roadway improvement will not change in the end. However, staff is willing to sit down with HCA to better explain and go over the details and issues.

Councilmember Townsend made a motion to delay action on this item for two weeks. Mayor Pro Tem Lewis seconded the motion, which passed unanimously.

2. SP2015-020 - Discuss and consider a request by Sam Ellis of Dallas Design Build on behalf of the owner Amalraj Fernando of MREA Properties-2, LLC for the approval of variances associated with articulation, screening and landscape buffers as stipulated by Articles V & VIII of the Unified Development Code (UDC) in conjunction with an approved site plan for a daycare facility on a two (2) acre parcel of land identified as Lot 1 of the Dewoody Addition, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the North SH-205 Corridor Overlay (N SH-205 OV) District, addressed as 3011 N. Goliad Street [SH-205], and take any action necessary.

Ryan Miller, Planning Director, provided information concerning this agenda item, indicating that the applicant is requesting three variances as follows:

a) *Article V, Section 4.1 General Commercial District Standards* - to allow for not meeting the Horizontal Articulation requirements as established in Art. V, Sec. 4.1, C.1.a. and as depicted in the Building Elevations as submitted. (*Simple majority vote of council is required*)

b) *Article VIII, Landscape Standards* - to allow for not meeting the screening standards as established in Art. VIII, Sec. 5.6 *Screening from Residential Uses* which requires a minimum 6-ft high masonry screening fence. The applicant is requesting a 6-ft wrought iron fence that will be constructed atop the retaining wall at the rear of the property, but will not provide the required screening; however, the property is considered to be heavily treed and is screened by the existing trees. (*Simple majority vote of council is required*)

c) *Article V, Sec. 6.11 North SH-205 Corridor Overlay District* – to allow for not meeting the minimum 20-ft landscape buffer strip as established in Art. V, Sec. 6.11, E., 1 by allowing nine allowing nine (9) parking spaces to encroach the landscape buffer strip. ($\frac{3}{4}$ majority vote of council is required).

Councilmember White made a motion to approve the variance for SP2015-020 related to the horizontal articulation requirements. Mayor Pro Tem Lewis seconded the motion, which passed unanimously.

Councilmember White made a motion to approve the variance request regarding not meeting the 6' masonry screening requirement. Mayor Pro Tem Lewis seconded the

294 motion. After clarifying comments, the motion passed by a vote of 7 in favor with 0
295 against.

296
297 Councilmember White made a motion to approve the variance associated with allowing 9
298 parking spaces that encroach on the landscape buffer. Mayor Pro Tem Lewis seconded
299 them motion, which passed by a unanimous vote of council.

- 300
301 3. Discuss and consider Wal-Mart Supercenter temporary storage of
302 merchandise, and take any action necessary.

303 Councilmember White made a motion to approve the temporary storage request for Wal-
304 Mart Supercenter. Councilmember Milder seconded the motion, which passed by a vote
305 of 6 in favor with 1 against (Fowler).

306 Staff asked council members if they prefer that staff handle these sorts of requests
307 administratively in the future, or if the council would prefer these sorts of requests to be
308 brought before them for consideration each time they arise. Mr. Crowley indicated that,
309 generally speaking, retailers have indicated that they have a need about five months out
310 of the year for seasonal or temporary outside display of merchandise. Indication was
311 given that Council would like staff to bring back a policy to review related to temporary
312 or seasonal outside storage.

- 313 4. Discuss and consider recommendations by the Landscape Review
314 Committee for code amendments to the Unified Development Code
315 (UDC) and Municipal Code of Ordinances that relate to water
316 conservation and drought management, and take any action necessary.

317 Mr. Miller, Planning Director, indicated that City volunteers recently went through a
318 process with staff to review the city's landscape ordinance to ensure the provisions were
319 conservation conscious and "water wise." After explaining the various
320 recommendations of the committee, Mr. Miller indicated that if council would like to move
321 forward, staff will proceed with advertising this proposed change in the city's UDC and
322 Code of Ordinances and take this issue through the Planning & Zoning Commission
323 process for review and consideration. Mr. Miller thanked members of the citizen review
324 committee including Tim Nichols, Jan Self, John Thomas, Marcus Yarborough and city
325 staff member, Andy Hesser, for their work and efforts.

326
327 During the discussion, indication was given that White and Pruitt are not in favor of
328 requiring smart meters. Assistant City Manager Brad Griggs shared that smart meters
329 cost about \$100 for a typical, average size residential irrigation / sprinkler system and
330 that the price increases as the size of the system increases (i.e. with larger commercial
331 irrigation systems, smart meters become more costly).

332 Indication was given that Council does not mind 'encouraging' smart meters, but they do
333 not want to require them. Regarding the planting requirements for the City's Overlay
334 Districts being reduced from three (3) canopy trees and four (4) accent trees per 100-
335 linear feet to two (2) canopy trees and four (4) accent trees per 100-linear feet, council
336 indicated they are ok with this adjustment.

337
338 Council gave indication that they are generally ok with the following recommendations:

- The City's list of acceptable trees, trees to be planted within the landscape buffers of the City's Overlay Districts, and as replacement trees for tree preservation should be changed.
An appendix should be added to the Unified Development Code that includes recommended planting lists for trees, shrubs, grasses etc.
- Xeriscaping standards should be established as an alternative to conventional landscaping standards for the purpose of incorporating low water use plants and/or pervious hardscapes. Additionally, xeriscaping should be incentivized by allowing a 2.5% reduction in the overall required landscaping percentage for the purpose of making it a more attractive option to developers.
- The screening required of a commercial development when adjacent to a residential development should be changed to include an option to allow a wrought iron fence with landscape screening where applicable.
- During drought or water emergency response stages the Director of Planning and Zoning or his designee can grant an applicant permission to delay the installation of required landscaping to a specified time and date.

The Council took no formal action related to this agenda item.

5. Discuss and consider approval of the Rockwall Economic Development Corporation (REDC) budget for fiscal year 2016 and amended budget for fiscal year 2015, and take any action necessary.

Sheri Franza, CEO and President of the REDC, came forth and briefly summarized for Council the amended budget for FY15 and the proposed budget for FY16. Mayor Pro Tem Lewis made a motion to approve the REDC amended budget for FY15 and the proposed budget for FY16. Councilmember White seconded the motion, which passed unanimously of Council.

6. Discuss and consider approval of the Rockwall Technology Park Association budget for fiscal year 2016 and amended budget for fiscal year 2015, and take any action necessary.

Mrs. Franza briefed the Council on the FY16 proposed budget as well as the amended budget for FY15. Mayor Pro Tem Lewis made a motion to approve the FY15 amended budget and the proposed FY16 budget. Councilmember White seconded the motion, which passed by a vote of 7 ayes to 0 nays.

7. Discuss and consider the Hotel tax subcommittee recommendations for supplemental funding allocations in fiscal year 2015 and proposed funding allocations in fiscal year 2016, including authorizing the City Manager to execute associated funding agreements, and take any action necessary.

Assistant City Manager Mary Smith provided brief information concerning this agenda item. Councilmember Fowler indicated that he will be recusing himself from the vote on the Lonestar CASA, Music Fest and Summer Musicals funding requests because he serves on those boards. Mayor Pruitt made a motion to approve the funding requests for CASA, Music Fest and Summer Musicals. Councilmember White seconded the motion, which passed by a vote of 6 in favor with 1 abstention (Fowler).

Councilmember Townsend made a motion to approve the subcommittee's recommendations associated with the remainder of the funding allocation requests. Mayor Pro Tem Lewis seconded the motion. Mayor Pruitt indicated that, within the next two years or so, the council may not be funding these organizations to the extent that they have been funded in past years, so he wants them to be aware of this and be cognizant of it when planning future year's events. After brief comments, the motion passed by a vote of 7 ayes to 0 nays.

8. Discuss and consider approval of an ordinance amending the budget for fiscal year 2015, and take any action necessary.

City Manager Rick Crowley provided brief comments related to this agenda item. Mayor Pro Tem Lewis made a motion to approve the ordinance amending the FY15 budget. Councilmember Milder seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL, TEXAS

ORDINANCE NO. 15-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE BUDGET OF THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed unanimously of Council present (7 ayes to 0 nays).

9. Discuss and consider the proposed budget for fiscal year 2016 and approval of an ordinance adopting the proposed budget, and take any action necessary.

Regarding the funding request associated with STAR Transit, Councilmember White requested that funding for STAR Transit be voted on separately. Councilmember Townsend made a motion to approve the funding allocation for STAR Transit for FY2016. Mayor Pro Tem Lewis seconded the motion. Councilmember White indicated that he is very strongly opposed to approving this funding request and will be voting "no." Mayor Pruitt clarified that this particular vote is in no way an indication of how much the city might fund for this organization in the future on a permanent basis. The motion passed by a vote of 5 in favor with 2 against (Milder and White).

Councilmember White recused himself from the Meals on Wheels funding allocation included in the proposed budget because he serves on the organization's board. Mayor Pro Tem Lewis made a motion to approve this funding in the budget. Mayor Pruitt seconded the motion, which passed by a vote of 6 ayes with 1 recusal (White).

Mayor Pro Tem Lewis made a motion to accept the budget proposal and approve the ordinance adopting the proposed budget. Mayor Pruitt seconded the motion. Councilmember Milder clarified that this budget proposal does not include any funding for additional, full-time paid firefighter positions. He strongly believes that additional paid fire staff is prudent and necessary. Councilmember Hohenshelt indicated that he is willing to discuss the possibility of additional paid firefighters in the future but that the discussion must be focused on strategic goals associated with possibly adding new staff. The ordinance was read as follows:

**CITY OF ROCKWALL
ORDINANCE NO. 15-26**

433 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
434 ROCKWALL, TEXAS, APPROVING AND ADOPTING A BUDGET FOR
435 THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2015, THROUGH
436 SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES FOR
437 SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE
438 SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
439

440 The motion passed by a vote of 7 ayes on 0 nays.

- 441 10. Discuss and consider approval of an ordinance levying ad valorem taxes
442 for the tax year 2015, and take any action necessary.

443 Mayor Pro Tem Lewis made a motion to approve the ordinance as presented.
444 Councilmember White seconded the motion. The ordinance was read as follows:

445 CITY OF ROCKWALL, TEXAS
446 ORDINANCE NO. 15-27
447

448 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
449 LEVYING THE AD VALOREM TAXES FOR THE YEAR 2015 AT A RATE OF \$.4853
450 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL
451 TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF
452 JANUARY 1, 2015 TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT
453 EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL
454 OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT
455 DATES, TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE 2015 TAX
456 ROLL; PROVIDING FOR EXEMPTIONS OF PERSONS OVER SIXTY-FIVE (65)
457 YEARS; PROVIDING AN EFFECTIVE DATE.
458

459 The motion passed unanimously (7 ayes to 0 nays).

- 460 11. Discuss and consider approval of an ordinance amending the provisions
461 of Chapter 12. Businesses & Sales, Article XII. Ambulance Service of the
462 Code of Ordinances, specifically pertaining to exclusivity provisions
463 expressed in Sec. 12-1251, and take any action necessary. (1st reading)

464 Mayor Pro Tem Lewis made a motion to authorize the city attorney to prepare an
465 ordinance concerning non-emergency ambulance service providers operating within the
466 city limits of Rockwall, stipulating that they must meet all State requirements but that no
467 city permit will be required. Councilmember White seconded the motion, which passed
468 unanimously of council (7 ayes to 0 nays).
469

470 XIII. EXECUTIVE SESSION
471

472 THE CITY OF ROCKWALL CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION TO DISCUSS
473 THE FOLLOWING MATTERS AS AUTHORIZED BY CHAPTER 551 OF THE TEXAS GOVERNMENT
474 CODE:
475

- 476 1. Discussion regarding (re)appointments to city regulatory boards, commissions, or
477 committees - Planning & Zoning Commission vacancy- pursuant to Section 551.074
478 (personnel matters)
479
480

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

Council did not recess into Executive Session at the end of the public meeting agenda.

XV. ADJOURNMENT

The meeting was adjourned at 7:29 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS 5th DAY OF OCTOBER, 2015.**

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

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CITY OF ROCKWALL, TEXAS MEMORANDUM

TO: Richard Crowley, City Manager

FROM: Lea Ann Ewing, Purchasing Agent

DATE: October 1, 2015

SUBJECT: Purchase of a New Toro Sand Pro Infield Groomer for Ballfield Maintenance

Approved in the General Fund, Parks Operations budget is \$28,750 to purchase a new Infield Groomer. This equipment will aid in maintaining a safe and attractive infield by utilizing its grass lip edge, rotary broom and rear mounted leveling box blade.

Funds to buy the new Groomer will come from General Fund Reserves.

This equipment is available from Professional Turf Products through the BuyBoard purchasing cooperative contract #447-14. As a member and participant in this cooperative, the City has met all formal bidding requirements pertaining to the purchase of this new Groomer.

For Council consideration is the bid award to Professional Turf Products for \$28,721.32 and authorizes the City Manager to execute a purchase order for this new Groomer.

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MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: September 29, 2015

SUBJECT: Quail Run/Squabble Creek Lift Station Improvements

Quail Run Lift Station receives sanitary sewer flow from upstream developments from Stone Creek, Breezy Hill, Castle Ridge and other developments north of SH 205/Quail Run Drive/North Lakeshore Drive. The flow from this lift station is pumped into the Squabble Creek Wastewater Treatment Plant (WWTP) maintained by North Texas Municipal Water District (NTMWD). The Squabble Creek WWTP has a limited treatment capacity. The current capacity is 1.8 million gallons per day (mgd). Any flow above that amount is diverted to the Squabble Creek Lift Station and sent to NTMWD's South Mesquite WWTP. As the northern portion of the City continues to grow, more flow will be diverted to the Squabble Creek Lift Station and eventually to the South Mesquite WWTP. With the Lakeview Summit Phase 4 development currently underway and being adjacent to the Squabble Creek WWTP, staff anticipates that odor complaints will begin to occur as new homeowners occupy their new homes in this subdivision.

Staff has evaluated the existing sanitary sewer system against future demands. With the Squabble Creek drainage basin proposed build-out capacity of 18.38 mgd, staff recommends that the Squabble Creek WWTP be de-commissioned and all flows be diverted to the South Mesquite WWTP. In this same area, the existing Quail Run Lift Station can be taken out of service once a gravity flow line is constructed between the Quail Run Lift Station and the Squabble Creek Lift Station. The Squabble Creek Lift Station will require major rehabilitation to handle the additional sanitary sewer flows created by the existing and proposed developments.

Staff requested our wastewater consultant, Birkhoff, Hendricks and Carter, LLP to provide a scope of services for the gravity line and the Squabble Creek Lift Station improvements. The cost to complete the engineering design for these improvements is \$220,500.00. Staff request City Council consideration to approve a professional services contract with Birkhoff, Hendricks and Carter, LLP to perform engineering design services for the Quail Run Gravity Flow Line and the Squabble Creek Lift Station Improvements in an amount of \$220,500.00 and funded with 2015 Water and Sewer Bonds.

TMT:em

Attachment

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

STATE OF TEXAS

COUNTY OF ROCKWALL



PROFESSIONAL ENGINEERING SERVICES CONTRACT

Squabble Creek Wastewater Treatment Plant Improvements

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 Birkhoff, Hendricks & Carter, LLP, ("ENGINEER"), located at 11910 Greenville Ave, Suite 600 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 Squabble Creek Lift Station Improvements and Quail Run Bypass Trunk Sewer.

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 Two Hundred Twenty Thousand Five Hundred dollars (\$220,500.00) and billed on a lump sum basis for Basic Services and on an hourly basis per rates for Special Services 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 – \$100,000.00
Bodily Injury by Disease - \$500,000 (policy limits)
Bodily Injury by Disease - \$100,000 (each employee)

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

\$2,000,000.00 General aggregate limit

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

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

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

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

force and effect.

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

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

CITY

Mary Smith

City of Rockwall

385 S. Goliad

Rockwall, Texas 75087

Engineer

Matt Hickey, P.E.

Birkhoff, Hendricks & Carter, LLP

11910 Greenville Ave. Suite 600

Dallas, Texas 75243

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 29th day of September 2015.

Birkhoff, Hendricks & Carter, LLP

By: Matt Hickey
Name: Matt Hickey, P.E.
Title: Partner

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

ATTEST:

City of Rockwall, Texas

Mary Smith
Mary Smith, Assistant City Manager

EXHIBIT "A"

GENERAL PROJECT DESCRIPTION

The proposed Squabble Creek Lift Station Rehabilitation project includes replacement of the existing Pump 2 and Pump 3 (160-hp) and empty Pump Slot 1 with three (3) 300-hp submersible lift station pumps, new pump starters and electrical room, upgrade of the existing transformer and a new 750-kw generator. The existing Squabble Creek Lift Station 500-kw generator will be relocated to the Heath Street Pump Station to replace the existing generator. The project also includes the design of 2,225-LF of a 30-inch to 36-inch bypass trunk sewer from the Quail Run Lift Station to the Squabble Creek Lift Station. The project will include details to abandon the existing Quail Run Lift Station once the bypass trunk sewer and lift station improvements are in service.

PART A PRELIMINARY DESIGN

1. Two site visits. One at the Squabble Creek Lift Station (LS) and one at the Heath Street Pump Station to review existing utility and electrical systems.
2. Develop preliminary site plan showing location of proposed improvements at both the Squabble Creek LS and the Heath Street Pump Station. The preliminary design submittal shall include:
 - A. Squabble Creek Lift Station upgrade preliminary design:
 - i. Obtain existing Squabble Creek LS record drawings
 - ii. Prepare report that includes the Squabble Creek LS system curve, pump and motor selection, calculated cycle times, calculated float on/off settings and TCEQ lift station requirements.
 - iii. Preliminary electrical one line diagrams, controls and details
 - iv. Size soft starter for new pump and motors
 - v. Size switchgear and confirm size of proposed emergency generator
 - vi. Coordinate and define City SCADA upgrades required for the lift station with the City's integrator Kimark.
 - vii. Lay out of new skid mounted prefabricated electrical building.
 - viii. Coordinate with Oncor to upgrade the existing transformer
 - B. Relocation of existing Squabble LS generator to Heath Street Pump Station
 - i. This will be bid as an additive alternate to the lift station improvements
 - ii. Coordinate with the City and TXDOT on a preferred oversized truck route from the Squabble LS to the Heath Street Pump Station.

- C. Quail Run Bypass Trunk Sewer preliminary design
 - i. Incorporate additional topographical survey to the surveys completed with the bypass trunk sewer feasibility study
 - ii. Prepare preliminary plan profile for the bypass trunk sewer
 - iii. Review aerial crossing option of Squabble Creek with the City
 - iv. Complete a Tree Survey through the City's park land
- D. Prepare preliminary plans, details, phasing and specifications to abandon the Quail Run Lift Station
- 3. Prepare a preliminary opinion of probable construction cost for proposed improvements.
- 4. Meet with the City to review preliminary design and budget

PART B FINAL DESIGN

- 1. Prepare construction plan cover sheet, location map and sheet index sheet for two bid packages. Bid package 1 will include the Squabble Creek LS, the Heath Street Pump Station generator and the abandonment of the Quail Run Lift Station. Bid Package 2 will include the Quail Run Bypass Trunk Sewer.
- 2. Prepare final site plan sheets for both the Squabble Creek LS and Heath Street Pump Station generator modifications
- 3. Prepare section of existing wet well and valve vault piping.
- 4. Prepare section of proposed valve vault piping improvements.
- 5. Prepare final electrical drawings for the Squabble Creek LS and Heath Street Pump Station generator improvements. Electrical drawings shall include:
 - a. One Line Diagrams
 - b. Motor Control Center Sections
 - c. Electrical Schedules
 - d. Control Schematics
 - e. Lift Station Electrical Room Plan
 - f. Control Block Diagram
 - g. Electrical Standard Details Related to Project
- 6. Structural design a foundation for a prefabricated electrical room and Squabble Creek LS generator foundation and Heath Street Pump Station generator foundation by our sub-consultant Ronald A. Roberts Associates, Inc.

7. Coordinate with electric service provider on transformer requirements.
8. Preparation of construction Plan-Profile sheets prepared at a scale of not less than 1" = 40' for 2,225-LF of 30 to 36-inch gravity sewer from S.H. 205 at the Quail Run lift station to the manhole upstream of the Squabble Creek LS.
9. Prepare final plans, details, phasing and specifications to abandon the Quail Run Lift Station
10. Prepare bid schedule and technical specifications for inclusion into City construction contract and specifications.
11. Submit two sets of 90% preliminary plans (11" x 17" maximum sheet size), bid schedule and technical specifications for the City review.
12. Meet with the City of Rockwall to discuss the City's comments.
13. Revise and finalize 90% plan sheets and technical specifications, incorporating City comments.
14. Formulate opinion of probable construction cost based on final plans.
15. Prepare final bid documents including bid proposal forms, construction plans and technical specifications. Contract documents, general conditions and special conditions will be provided by City of Rockwall.
16. Conduct an interoffice quality assurance and quality control review of the construction plans and specifications prior to advertising the project for bidding.

PART C BIDDING PHASE

Two projects will be bid. One bid for the Squabble Lift Station Improvement, relocation of the existing Squabble LS generator and abandonment of the Quail Run Lift Station. The second bid is for the Quail Run Bypass Trunk Sewer. For each of the bids, the following scope applies:

1. Assist the City of Rockwall staff in advertising for bids. This will include providing City with Notice to Contractors for their use in publicly advertising project. Birkhoff, Hendricks & Carter L.L.P. will e-mail notices to Publishers and to Contractors experienced in lift station and utility construction.
2. Sell bidding documents to potential proposers, suppliers and other parties. Maintain a log of the plan holders.
3. Attend City's Pre-bid Conference at City facilities for the Squabble Creek LS improvements.

4. Assist City of Rockwall during opening of proposals and provide bid tabulation summary sheets.
5. Provide bid tabulation to City and contractors (by email) who submit bids.
6. Check references provided for apparent low bidder.

PART D CONSTRUCTION PHASE

Construction contract administration will apply to the Squabble LS improvements and the Quail Run Bypass Trunk Sewer projects.

1. Attend City's Pre-Construction Conference at City facilities.
2. Attend up to twelve coordination meetings, six for the lift station and six for the bypass trunk sewer, with the contractor, quality control personnel and City representatives to discuss strategy, problem areas, progress, and any required coordination.
3. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Electronic pdf copies of acceptable shop drawings will be provided to the City.
4. Provide written responses to requests for information or clarification.
5. Prepare routine change orders.
6. Accompany the City during their final inspection of each project.
7. Recommend acceptance of work based on information from City's on-site representative for each project.
8. Prepare record drawings utilizing City and Contractor construction record information. Provide record drawings to the City in pdf format and two 11"X17" black line paper copies.

PART E SPECIAL SERVICES

1. Field Survey for Design and Construction

- a. Establish a horizontal and vertical control network and project control baseline for the project. Field surveys will be completed with GPS and Total Station equipment.
- b. Horizontal and vertical location of the existing facilities, including existing pavement, fences, and utility appurtenances such as water valves, fire hydrants and manholes
- c. Field survey for the Quail Run Bypass Trunk Sewer will include trees with calipers 6-inches and greater for a 75-ft width along the proposed route. Surveyed trees will appear on the trunk sewer plan and profile sheets.
- d. Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

2. Reproduction

- a. Furnish 2-sets of 60% and 2-sets of 90% preliminary plans and 3-sets of final plans (11" X 17") and specifications for review by the City (5 Sets Total) for each project.
- b. After award of a construction contract by the City, furnish 10-sets of (11" X 17") conformed plans and specifications to the City for each project. Five sets for the City's use during construction and five sets for the contractor during construction.

3. Easement Plat & Field Note Descriptions

- c. Two easement plat and field note descriptions for the proposed Quail Run Bypass Trunk Sewer.

4. Geotechnical (Henley-Johnston & Associates, Inc.)

The geotechnical analysis shall include the following:

- (a) Subsurface exploration, including one (1) boring at the general location of the proposed lift station for the foundations of the proposed electrical room and proposed generator and one (1) soil boring in the vicinity of the aerial crossing on the Quail Run Bypass Trunk Sewer.
- (b) Laboratory tests for classification purposes and strength characteristics.

A geotechnical report will be furnished, by the geotechnical engineer, summarizing the results of the field and laboratory data. The report will contain analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

PART F EXCLUSIONS

Services specifically excluded from the scope of services include, but are not necessarily limited to the following:

1. Providing an on-site representative.
2. Environmental impact statements and assessments.
3. Fees for permits or advertising.
4. Certification that work is in accordance with plans and specifications.
5. Environmental cleanup.
6. Quality control and testing services during construction.
7. Phasing of Contractors work.
8. On-site safety precautions, programs and responsibility.
9. Fiduciary responsibility to the City.

Exhibit "B" to Agreement between the City of Rockwall, Texas (CITY) and
Birkhoff, Hendricks & Carter, L.L.P, (ENGINEER) for Professional Services:
Dated _____, 2015

EXHIBIT "B"

PAYMENT SCHEDULE FOR BASIC SERVICES

Compensation for basic engineering services under Exhibit A, Part A, B, C and D, shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	Squabble LS, Heath St Generator & Abandon Quail Run LS	Quail Run Bypass Trunk Sewer	Total
BASIC SERVICES			
Part A. Preliminary Design	\$55,400	\$12,400	\$67,800
Part B. Final Design	\$50,000	\$17,300	\$67,300
Part C. Bidding Phase	\$6,000	\$4,300	\$10,300
Part D. Construction Administration	\$34,600	\$13,200	\$47,800
Subtotal (Basic Services)	\$146,000	\$47,200	\$193,200

PAYMENT SCHEDULE FOR SPECIAL SERVICES

Compensation for engineering services under Exhibit A, Part E, Special Services, shall be at salary cost times 2.40, with expenses at actual invoice amount times 1.15. Field Survey Crew rate is \$165.00 per hour and mileage is charged at current IRS rates.

	Squabble LS, Heath St Generator & Abandon Quail Run LS	Quail Run Bypass Trunk Sewer	Total
SPECIAL SERVICES			
Survey (Design, Boundary and Construction Surveys)	\$ 4,900.00	\$ 9,800.00	\$ 14,700.00
Preparation of ROW Documents (2)	\$ -	\$ 6,100.00	\$ 6,100.00
Printing of Plans and Specifications	\$ 750.00	\$ 750.00	\$ 1,500.00
Geotechnical Evaluation, Pavement Design & Report	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Subtotal (Special Services)	\$ 8,150.00	\$ 19,150.00	\$ 27,300.00

Invoices will be posted monthly based upon estimate of work complete for Lump Sum and hourly for Special Services plus expenses. Payment is due upon receipt of invoice.

Not to exceed amount for Basic and Special Services is \$220,500.00.

EXHIBIT “C”
PROJECT SCHEDULE

Notice to Proceed	October 26, 2015
Permission to Survey Request.....	November 9, 2015
Begin Field Surveys	November 23, 2015
Complete Field Surveys	December 14, 2015
Submit 60% Plans; Plats & Field Notes:.....	February 22, 2016
Receive City Review and Comments:.....	February 29, 2016
Submit Preliminary Plans (90%):.....	March 21, 2016
Receive City Review Comments:.....	March 28, 2016
Submit Final Plans and Bidding Documents:.....	April 11, 2016
Review Comments from City	April 18, 2016
Easement Acquisition (By others).....	Feb. 22, 2016- April 18, 2016
Advertise Project	May 4, 2016
Receive Bids	June 1, 2016
City Award Construction Contract	June 20, 2016
Notice to Proceed with Construction	July 20, 2016
Construction Complete (12 Mo)	August 2017

Exhibit “C” to Agreement between the City of Rockwall, Texas (CITY) and
Birkhoff, Hendricks & Carter, L.L.P, (ENGINEER) for Professional Services:
Dated _____, 2015

EXHIBIT “D”
SUB-CONSULTANTS

1. Ronald A. Roberts Associates, Inc. - Structural
2. Henley-Johnston & Associates, Inc. - Geotechnical

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MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: September 28, 2015

SUBJECT: North Lakeshore Drive/Masters Boulevard Traffic Signal

Staff received a complaint from a resident on May 21, 2015 regarding a visibility issue at the intersection of North Lakeshore Drive and Masters Boulevard. The complainant stated the northbound left turn movement from North Lakeshore Drive onto Master Boulevard was difficult to make safely due to the horizontal and vertical curvature of the existing roadway. Upon receiving the complaint, staff obtained the services of Kimley-Horn and Associates, Inc. Consulting Engineers to perform a traffic signal warrant study for this intersection. The Texas Manual on Uniform Traffic Control Devices provides guidelines for performing a signal warrant analysis. A traffic signal may be warranted based on traffic volumes, school crossing, vehicle progression, crash history, roadway network or nearby grade crossings. This study evaluated all signal warrant criteria. The intersection was observed to have insufficient sight and stopping sight distance along with meeting three other warrants.

During the FY 2015-16 budget discussion with the City Council, the staff was directed to proceed with the design and construction of a new traffic signal at the intersection of North Lakeshore Drive and Masters Boulevard. Staff has negotiated a professional services contract with Kimley-Horn and Associates, Inc. Consulting Engineers to perform the traffic signal design. Staff request City Council consideration to approve a professional services contract with Kimley-Horn and Associates, Inc. Consulting Engineers to perform the traffic signal design at the intersection of North Lakeshore Drive and Masters Boulevard in an amount not to exceed \$36,500.

TMT:em

Cc:

Mary Smith, Assistant City Manager
Amy Williams, Assistant City Engineer
Jeremy White, Civil Engineer
Billy Chaffin, Superintendent of Streets & Drainage
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 Kimley-Horn and Associates, Inc. ("ENGINEER"), 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 Traffic Signal Design at the Intersection of Lakeshore Drive and Masters Boulevard project.

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

Engineer will perform the tasks identified in Exhibit "A" on a lump sum and reimbursable/hourly basis for a total fee not to exceed thirty-six thousand five hundred dollars (\$36,500.00), inclusive of expenses, as specifically defined in this Contract as Exhibit "B". Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Engineer is not authorized to perform any work beyond the total not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement. 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 re-user's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000.00 General aggregate limit

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

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

C. Engineer shall add CITY, its City Council members and employees, as an additional insured 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 for a period of two years after termination of this contract, 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 EMPLOYEES OR ANYONE FOR WHOM THE ENGINEER IS LEGALLY LIABLE FOR, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

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

8. Addresses for Notices and Communications

CITY

City Manager
City of Rockwall
City Hall
385 S. Goliad
Rockwall, TX 75087
972-771-7700

Engineer

Tom Grant, P.E.
Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Irving, TX 75063
214-420-5600

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 1ST day of OCTOBER 2015.

By: 
Name: G. Brad Tribble, P.E.
Title: Senior Vice President

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

ATTEST:

City of Rockwall, Texas

Richard Crowley, City Manager

EXHIBIT A – SCOPE OF SERVICES

PROJECT OVERVIEW

CITY has requested the ENGINEER to prepare design plans for a new traffic signal at the intersection of Lakeshore Drive and Masters Boulevard. Below is the detailed description of the tasks:

Task 1: Basic Services – Survey, Meetings, and Construction Plans

This task includes the design of a new traffic signal installation at the intersection of Lakeshore Drive and Masters Boulevard. This design will consist of plans and specifications related to the installation of the traffic signal, required pedestrian curb ramps/sidewalk modifications if necessary, and revised pavement markings. This task includes the following:

- a.) Project meetings
 - The ENGINEER will meet with CITY staff to discuss CITY design preferences, identify the proposed controller location, and identify potential design issues.
 - The ENGINEER will coordinate with the local electric service provider to determine a service location to power the proposed traffic signal. The ENGINEER will fill out the service provider load forms if requested.
 - If requested, the ENGINEER will prepare for and attend a meeting with the CITY after the preliminary submittal to discuss the plans and CITY comments.
- b.) Base Map and Specifications Assembly
 - The ENGINEER will assemble applicable design standards and specifications from the CITY and TxDOT.
 - ENGINEER will perform field survey to collect information needed by the ENGINEER for design and preparation of plans for the project. Information gathered during the survey shall include topographic data, structures, utilities, pavement curb lines, driveways, trees, right-of-way and easements, and other features relevant to the final plan sheets. The survey will rely on field locates by 1-800-Dig-Tess and underground utility record drawings provided by the CITY for utility information prior to field survey. If ENGINEER is requested to provide horizontal and vertical subsurface utility engineering, it will be provided as an additional service.
- c.) Preliminary Plans
 - The ENGINEER will prepare the traffic signal design for the project intersection. The basic design parameters will be based on discussions with the CITY. The ENGINEER will produce, provide internal quality control/quality assurance for, and submit preliminary plans and specifications. Existing utility information will be addressed on the plans, in the general notes, and specifications. The plans will require that the Contractor call the utility-locate phone number to have the utilities field-located prior to construction to assure the surveyed locations.
 - It is assumed that the plan set for this construction contract will contain a title sheet; quantity summary sheet; two layout sheets showing the traffic signal improvements and signing improvements with the appropriate conduit/cable schedule, signal sequence chart, signal cable termination chart; traffic signal foundation and hardware

detail sheets; curb ramp design and pavement markings sheet; and standard detail sheets. Design assumptions are as follows for the intersection:

- Three legged intersection
- TxDOT standard steel pole/mast arm assemblies
- Internally illuminated street signs
- Opticom system
- Video vehicle detection (VIVDS)
- Pedestrian countdown heads (but not audible system)
- New ADA compliant curb ramps
- Revised pavement markings to reflect the proposed stop bars and crosswalks
- Record drawings provided by the CITY for existing utility information
- The ENGINEER will submit preliminary plans to the CITY for review and comment.

d.) Final Plans

- The ENGINEER will incorporate one round of CITY comments and produce the final plans, specifications, and ENGINEER's opinion of probable construction cost.
- The ENGINEER will create a timing plan and basic signal timing parameters for the traffic signal for up to three (3) time periods. The contractor will be responsible for implementing the traffic signal timing plan during construction. Additional timing plans and field modifications are included under Task 3.
- The ENGINEER will furnish up to 10 hard copies of the final 11"x17" plans and specifications to the CITY for their use along with electronic copy in .pdf format.

e.) The deliverables will include:

- Final Signed and Sealed Plan Sets (11X17);
- Project Manual if project is public bid (to be prepared under Task Two)
- Opinion of Probable Construction Costs.

Task 2: Special Services – Bidding Phase Services

This task includes up to 35 hours, and may include the following as requested by the CITY.

- ENGINEER will prepare a Project Manual for public bidding.
- ENGINEER will print sets for bidder distribution. A non-refundable deposit will be collected from plan holders to pay for printing costs.
- ENGINEER will issue bid documents to prospective bidders and maintain a list of bidders to whom bidding documents have been issued.
- Issue addenda as appropriate to interpret, clarify, or expand the bidding document
- Attend the Bid Opening
- Tabulate the bids received and evaluate the compliance of the bids received with the bidding document
- Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract
- The ENGINEER will coordinate with the low bidder and prepare the contract documents for execution (including printing up to six (6) plan sets)
- Attend the Pre-Construction meeting and review Shop Drawings for conformance to the contract requirements.

Task 3: Special Services – Construction Phase Services

This task includes up to 25 hours, and may include the following as requested by the CITY.

- **Visits to Site and Observation of Construction.** ENGINEER will provide on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by CITY in order to observe the progress of the Work. Such visits and observations by ENGINEER 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 ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the Work. The purpose of ENGINEER's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER 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 Kimley-Horn 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, ENGINEER 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.
- **Visits to Site and Observation and Modification of Signal Timings.** ENGINEER will provide initial signal timings for three time periods based on traffic counts previously collected for the traffic signal warrant under Task 1. Additional site visits and/or signal timing modifications are included in this task.
- **Recommendations with Respect to Defective Work.** ENGINEER will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- **Clarifications and Interpretations.** ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
- **Change Orders.** ENGINEER may recommend Change Orders to CITY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** ENGINEER will 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. 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.
- **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.
 - **Inspections and Tests.** ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate, and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
 - **Disagreements between CITY and Contractor.** ENGINEER will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - **Applications for Payment.** Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

- **Substantial Completion.** ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY, ENGINEER considers the Work substantially complete, ENGINEER will notify CITY and Contractor.
- **Final Notice of Acceptability of the Work.** ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.
- **Limitation of Responsibilities.** ENGINEER 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. ENGINEER shall not have the authority or responsibility to stop the work or direct Contractor.

Information provided by the CITY: Record drawings for existing utility information.



EXHIBIT B – COMPENSATION and SCHEDULE

Method of Compensation:

Task 1: Survey, Meetings, and Construction Plans	<u>\$24,000</u>
Lump sum fee of	\$24,000
Task 2: Bidding Phase Services	\$7,500
Task 3: Construction Phase Services	<u>\$5,000</u>
Reimbursable/Hourly	\$12,500

ENGINEER will provide the Lump Sum task identified in the Scope of Services for Task 1 for the total lump sum fee listed above. All permitting, application, and similar project fees will be paid directly by the CITY. Lump Sum fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

ENGINEER will provide the Reimbursable/Hourly tasks identified in the Scope of Services for Task 2 and Task 3 on a labor fee plus expense basis. For your budgeting purposes, we recommend allocating \$12,500 for the Reimbursable/Hourly task. The budget fee indicated in Task 2 and Task 3 includes up to 60 hours of ENGINEER effort. The budgeted amount, inclusive of allocation and direct expenses, will not be exceeded without the CITY's prior written approval. Labor fees will be billed in accordance with our then current hourly rates. For the Reimbursable/Hourly task, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost and 6% of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

All permitting, application, and similar project fees will be paid directly by the CITY. Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred.

Schedule

We will provide our services as expeditiously as possible with the goal of meeting the following schedule:

Task 1: Survey, preliminary plans, and final plans	3 months
Tasks 2 and 3: Bidding and Construction Phase	Dependent on others

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City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council
FROM: Joey Boyd, Director of Internal Operations
DATE: October 1, 2015
SUBJECT: Routine Airport Maintenance Program Grant Agreement

As part of the budget process, the City Council approved funds for maintenance and improvements at the Ralph M. Hall / Rockwall Municipal Airport. The Routine Airport Maintenance Program grant funds up to \$100,000.00 per year for each general aviation airport and reimburses local governments 50% of the cost of these smaller projects.

The approved budget includes maintenance of the AWOS - Automated Weather Observation System, silt fencing, asphalt repair, and any other smaller projects that may be necessary.

Attached is the FY 2016 RAMP grant agreement for the Ralph M. Hall / Rockwall Municipal Airport for consideration. The City Council is asked to consider the proposed contract and authorize the City Manager to enter into an agreement with the Texas Department of Transportation – Aviation Division for the City of Rockwall to participate in the Routine Airport Maintenance Program.



AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

September 1, 2015

Mr. Joey Boyd, Assistant City Manager
The City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

TxDOT CSJ No.: M1618RCKW
Fund Source: 36300

Dear Mr. Boyd:

A FY2016 Routine Airport Maintenance Grant is enclosed for the Ralph M Hall/Rockwall Municipal Airport. The City of Rockwall has participated in the Routine Airport Maintenance Program in past years, and the 2016 grant is provided to continue your maintenance efforts.

The TxDOT CSJ No. M1618RCKW grant for airport maintenance between the City of Rockwall, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

The amount of the FY2016 grant is based on previous year grant expenditures - if the amount needs to be adjusted, please let me know. An airport General Maintenance description has been included on Attachment-A Scope of Services so that grant funds can be used for these types of items without having to amend the grant as projects come up. Amendments can be done at your request any time after execution to add special projects or to increase the grant amount.

Please print out the grant and however many additional copies the City of Rockwall may need for retained paper records and execute the Agreement, complete the Certifications, and return the accepted grant as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

TxDOT will be retaining the grant file electronically and will not retain a paper record copy of your executed grant.

If you **do not need a paper copy** of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail it to me at megan.caffall@txdot.gov. I will have the grant executed by the state and return an electronic copy of the executed grant to you by e-mail.

Mr. Joey Boyd
Page 2

If you need a paper copy(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

Mailing Address - TxDOT Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483.

Overnight Address - TxDOT Aviation Division
200 E. Riverside Drive
Austin TX 78704

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Texas Airport System, and looks forward to working with you at the Ralph M Hall/Rockwall Municipal Airport.

Sincerely,



Megan Caffall
RAMP Program Manager

cc: Russell Emerson, Dallas District
Enclosures

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1618RCKW

Part I - Identification of the Project

TO: The City of Rockwall, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Rockwall, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Ralph M Hall/Rockwall Municipal Airport.

Part II - Offer of Financial Assistance

- I. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
 - j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the

project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these

remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Rockwall, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Rockwall, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Rockwall, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A
Scope of Services
TxDOT CSJ No.:M1618RCKW

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$30,000.00	\$15,000.00	\$15,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$30,000.00	\$15,000.00	\$15,000.00

Accepted by: The City of Rockwall, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1618RCKW

The City of Rockwall does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Rockwall, Texas

(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Rockwall will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Rockwall spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Rockwall will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1618RCKW

The City of Rockwall designates, _____
(Name, Title)
as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Rockwall, Texas

(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

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CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 10/05/2015

APPLICANT: Jennifer Garcia

AGENDA ITEM: P2015-037 (HJG Plaza Addition – Replat)

SUMMARY:

Discuss and consider a request by Jennifer Garcia of KBGE on behalf of Collins Hartzog of Rockwall Texas 2015, LLC for the approval of a replat for Lot 3, Block 1, HJG Plaza Addition being a 0.91-acre tract of land identified as Lot 2, Block 1, HJG Plaza Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, located on the east side of SH-205 [S. Goliad Street] north of the intersection of SH-205 and Yellow Jacket Lane, and take any action necessary.

COMMENTS:

- The objective of the request is to replat a 0.91-acre tract of land for the purpose of constructing a 6,889 sq. ft. general retail facility and to establish easements that are necessary for fire lane, access and drainage/detention for the property. A site plan was approved in May of this year for an Advance Auto Care facility.
- 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:

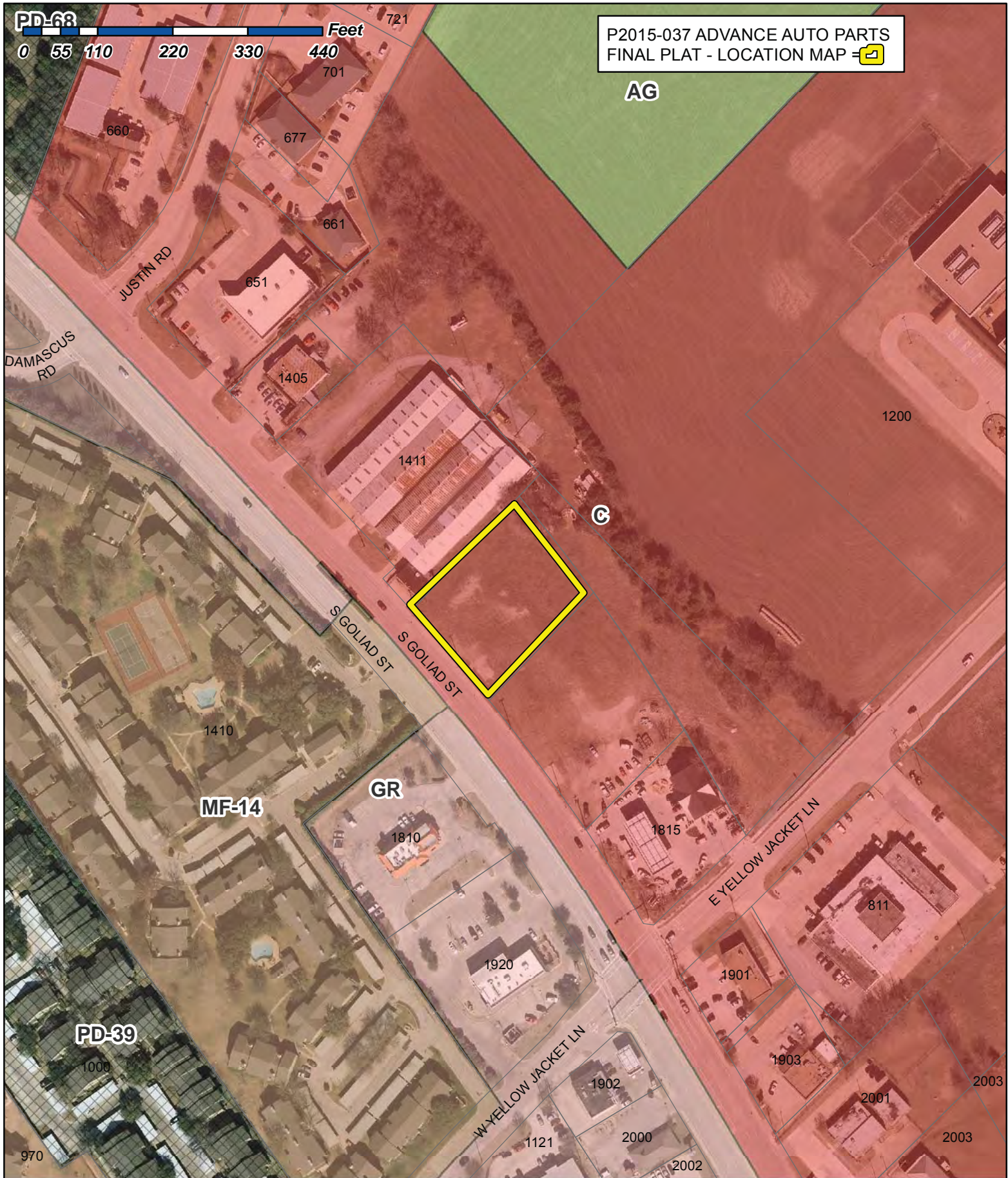
If the Planning & Zoning Commission and City Council choose to approve the request for final plat, staff would recommend the following conditions of approval:

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.

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.

On September 29, 2015, the Planning and Zoning Commission recommended approval of the plat with staff conditions by a vote of 4 to 0 with Commissioners Renfro and McCutcheon absent and one vacancy.



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
(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.

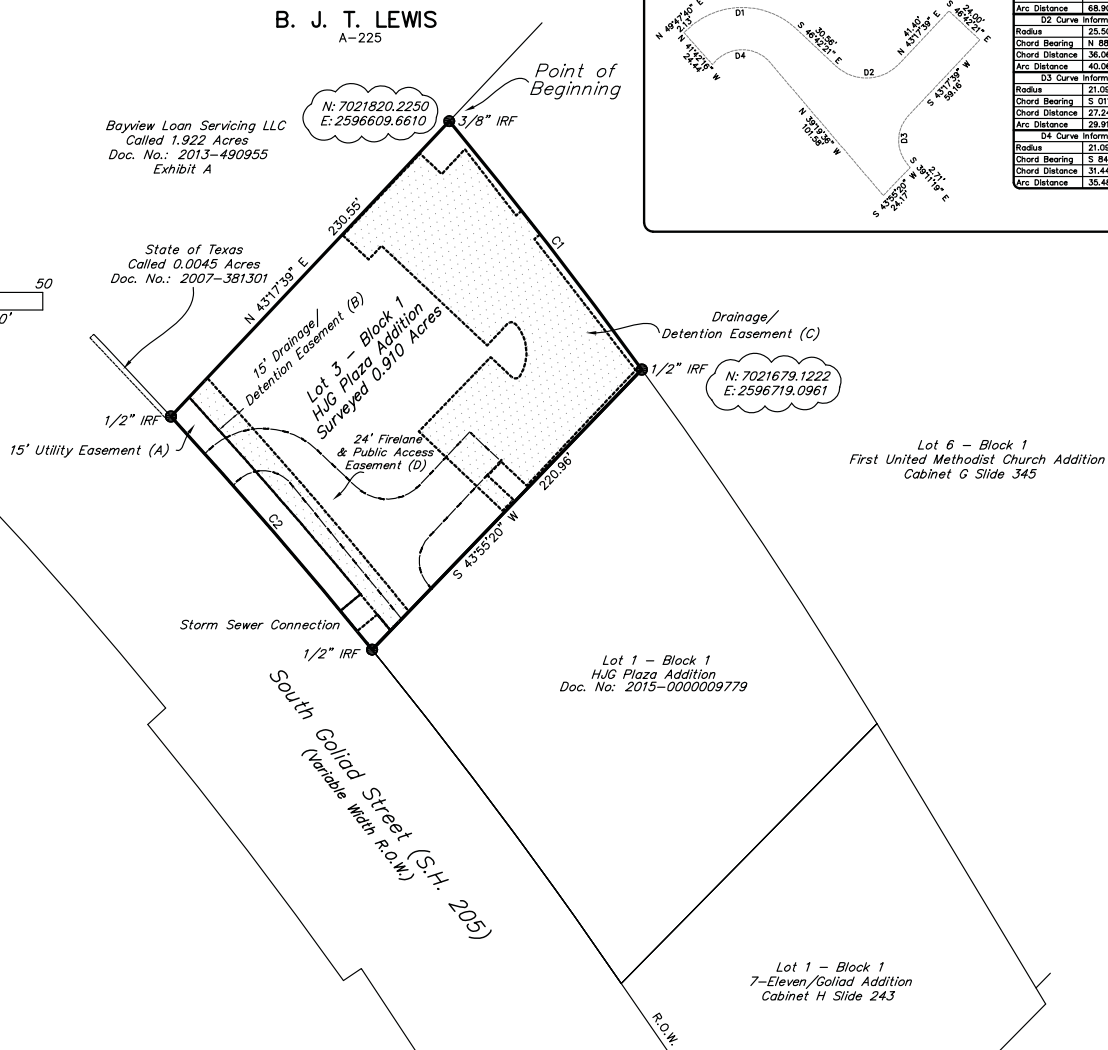
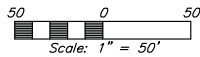


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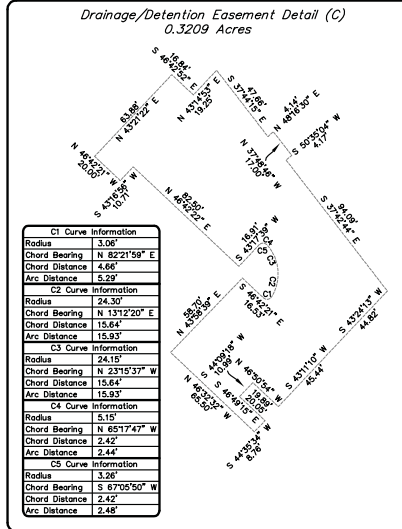
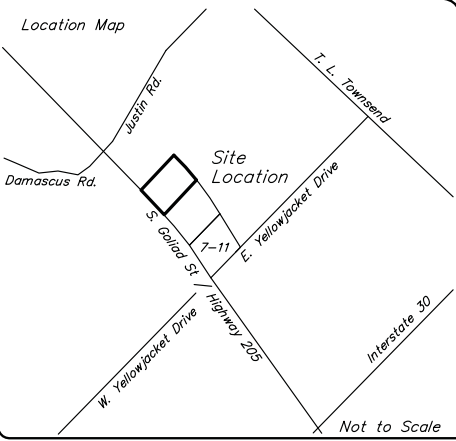
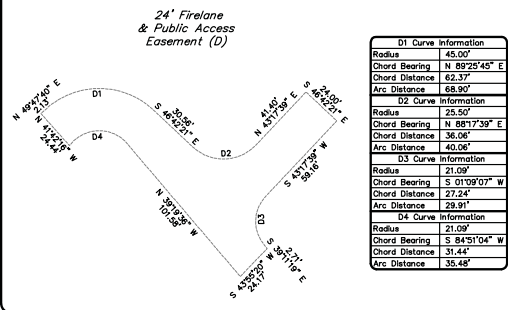
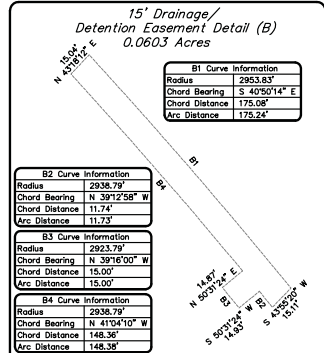
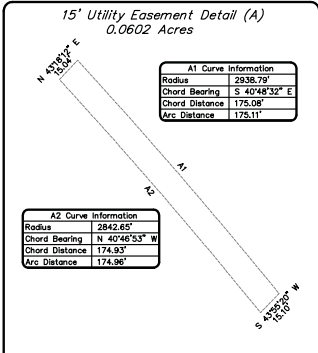
LEGEND

- = Concrete
- = Water Meter
- = Power Pole
- = Fire Hydrant
- = Water Line
- = Sewer Line
- = Over Head Electric
- = Fire Lane
- = 1/2" Iron Rod Found
- = 1/2" Iron Rod Set



C1 Curve Information	
Radius	2864.79'
Chord Bearing	S 37°47'46" E
Chord Distance	178.56'
Arc Distance	178.60'

C2 Curve Information	
Radius	2928.97'
Chord Bearing	N 40°46'54" W
Chord Distance	174.92'
Arc Distance	174.95'



WALKER & ASSOCIATES
SURVEYING INC.

10819 HWY 69 N. - TYLER, TEXAS 75706
PHONE: 903-534-9000 - FAX: 903-534-9616
www.walkersurvey.com - TBPIS Firm No: 10025300

FINAL PLAT

HJG Plaza Addition

LOT 3, BLOCK 1 - BEING A REPLAT OF LOT 2,
0.910 ACRES OUT OF THE B.J.T. LEWIS A-225
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

DRAWN BY: C.H.J.	DATE: AUGUST 6, 2015
SHEET 1 OF 2	JOB NO.: J10951
J10951 REPLAT & EASEMENT	CASE NO.: P2015-037

GENERAL NOTES

STATE OF TEXAS}
COUNTY OF ROCKWALL}

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS.

We _____ the undersigned owners of the land shown on this plat, and designated herein as the HJG Plaza subdivision to the City of Rockwall, Texas, and whose name is subscribed hereof, 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 HJG PLAZA ADDITION 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 their respective system on any of these easement strips, and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner had 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 the pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence or work done; or

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

I further acknowledge that the dedications and/or exactions 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. My successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exactions made herein.

Rockwall Texas 2015, LLC _____ Date _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein stated

GIVEN MY HAND SEAL OF OFFICE this the _____ of _____, 2015.

Notary Public, State of Texas _____ My commission expires: _____

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

OWNERS CERTIFICATE

STATE OF TEXAS}
COUNTY OF ROCKWALL}

WHEREAS, Rockwall Texas 2015, LLC, is the owner of a tract located in the B.J.T. LEWIS Survey A-225, in the City of Rockwall, being all of the same land being called Lot 2 of the HJG Plaza Addition as recorded in Document Number 2015-0000009779 of the Plat Records of Rockwall County, Texas, said 0.910 acre tract to be more particularly described as follows;

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a $\frac{3}{8}$ " iron rod found for the Northwest corner of herein described tract, same point also being the Northeast corner of a called 1.922 acre tract conveyed to Bayview Loan Servicing LLC described as Exhibit A and recorded in Document Number 2013-490955 of the Deed Records of Rockwall County, Texas, same point also being on the Southwest line of Lot 6, Block 1 of the First United Methodist Church Addition as recorded in Cabinet G, Slide 345 of the Plat Records of Rockwall County, Texas;

THENCE along and with the West line of said Lot 6, Block 1 of the First United Methodist Church Addition, also being said curve to the right having a radius of 2864.79 feet, said curve also having a chord bearing of South 37°47'46" East and having a chord distance of 178.56 feet, and having an arc distance of 178.60 feet to a $\frac{1}{2}$ " iron rod found for corner, same point being on the West line of said Lot 6;

THENCE South 43°55'20" West along and with the Northwest line of Lot 1 Block 1 of the said HJG Plaza Addition a distance of 220.96 feet to a $\frac{1}{4}$ " iron rod found for corner, same point being the Southwest corner of said Lot 1, Block 1, same point also being on the Northeast line of South Goliad Street, also known as S.H. 205 having a variable width R.O.W., same point also being the beginning of a curve to the left;

THENCE along and with the Northeast line of South Goliad Street, also being said curve to the left having a radius of 2928.97 feet, said curve also having a chord bearing of North 40°46'54" West and having a chord distance of 174.92 feet, and having an arc distance of 174.95 feet to a $\frac{1}{2}$ " iron rod found for corner, same point being on the Northeast line of South Goliad Street, same point also being the Southeast corner of said called 1.922 acre tract;

THENCE North 43°17'39" East along and with the Southeast line of said called 1.922 acre tract a distance of 230.55 feet back to the PLACE OF BEGINNING and containing 0.910 acres of land.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Dennis H. Walker, 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 places under my supervision.

Dated this the _____ day of _____, 2015

Dennis H. Walker
State of Texas
R.P.L.S. No: 2117
Walker & Associates Surveying, Inc.
903-534-9000

RECOMMENDED FOR FINAL APPROVAL

Planning & Zoning Commission, Chairman _____ Date _____

APPROVED:

I hereby certify that the above and forgoing plat of an addition to the City of Rockwall, Texas was approved by the City Council of the City of Rockwall on the

_____ day of _____, 2015.

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

WITNESS OUR HANDS, this the _____ day of _____, 2015

Mayor, City of Rockwall _____ City Secretary _____ City Engineer _____



**WALKER & ASSOCIATES
SURVEYING INC.**

10819 HWY 69 N. - TYLER, TEXAS 75706
PHONE: 903-534-9000 - FAX: 903-534-9616
www.walkersurvey.com - TBPLS Firm No.: 10025300

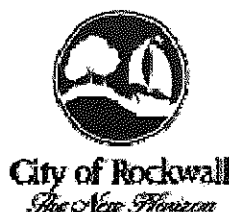
FINAL PLAT

HJG Plaza Addition

LOT 3, BLOCK 1 - BEING A REPLAT OF LOT 2,
0.910 ACRES OUT OF THE B.J.T. LEWIS A-225
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS

DRAWN BY: C.H.J.	DATE: AUGUST 6, 2015
SHEET 2 OF 2	JOB NO.: J10951
G:J10951\REPLAT.DWG	CASE NO. P2015-037

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CITY OF ROCKWALL, TEXAS FIRE DEPARTMENT MEMORANDUM



DATE: September 24, 2015

TO: Mayor and City Council

FROM: Paul Ayres, CERT Program Manager

SUBJECT: Citizen Corps Trailer Grant

In June of 2015, Rockwall CERT applied for a grant from Texas Association of Regional Councils for a Citizen Corps Trailer. I am pleased to announce that we were selected as the recipient of one of two trailers available in the State of Texas. The grant is for a 6x10 Cargomate trailer with custom Citizen Corps wrap. As you can see from the photos below, the trailers are not only useful for storing and hauling equipment and supplies, but will also offer great visibility for our CERT program.

BACKGROUND

Since 2013, the Rockwall CERT program has been growing non-stop. We have doubled our membership since 2013 and more than doubled the number of emergency responses in 2014. These deployments are in addition to over forty (40) community events planned throughout the year. In the first three quarters of 2015 alone, our members have volunteered nearly 750 hours, which, according to Independent Sector's *Value of Volunteer Time*, totals over \$17,000.

As the program grows and we respond to more requests for assistance from public service agencies, we are consistently finding better ways to operate and discovering equipment that will help us provide services with more efficiency. The leadership committee of Rockwall CERT recognized the need for additional space for equipment and the ability for the equipment to be mobile and accessible. As a result, the leadership committee decided to move forward with applying for the Citizen Corps Trailer Grant.

GRANT DESCRIPTION

Trailer Specifications:

- 6x10 trailer, single axel with rear ramp door and side door
- (1) Spare tire mount
- (1) E-Track and E-Track tie-down clips
- (1) Trailer coupler lock
- (1) Coupler lock
- (3) disk storage locks
- Floor coating
- Custom Citizen Corps graphic vinyl wrap
- (1) Standard Texas Exempt License Plate registered in Travis County

If we choose to accept the grant, the City of Rockwall will be required to:

1. Obtain and maintain full coverage insurance or present proper documentation claiming exemption from the compulsory Liability Insurance Law for the life of the trailer. Proof of that insurance or exemption must be provided when receiving awarded trailer and upon request following initial proof;
2. Maintain all license plates and inspections required by the Texas Department of Public Safety and the local jurisdiction of record;
3. Maintain the trailer in good working order;
4. Use the trailer only for permitted purposes, including all Citizen Corps programs, other permitted homeland security trainings, exercises, approved community events and CCP activations by the local jurisdiction's Emergency Management Authority or the State of Texas;
5. Return the trailer to the Texas Association of Regional Councils if deemed no longer needed or no longer being used according to FY2011 Citizen Corps Program Grant Guidance.

IMPLEMENTATION PLAN

The Rockwall CERT program's current vehicle, a Ford F150, has been a great asset for the team to respond to various incidents in the community; however, it has limited space for equipment. As a result, our team has had to select which equipment to bring to an incident and which equipment to leave behind. Our plan for the trailer is to re-organize our inventory, placing long-term incident equipment in the trailer and utilizing the Ford F-150 without the trailer for smaller incidents such as blocking roads during recent flooding. When Rockwall CERT is deployed to an incident that has potential to be long-lasting, such as large structure fires or wide-area searches, the trailer will be brought to the scene. The trailer will be a better location to store a temporary shelter/tent, chairs and fans for firefighter rehab, and a generator to power rehab fans and scene lighting. In addition, all of this equipment will be mobilized easily when it needs to be deployed.





TEXAS ASSOCIATION OF REGIONAL COUNCILS

701 Brazos Street • Suite 780 • Austin, TX 78701 • 512-478-4715 • FAX 512-275-9910 • www.txregionalcouncil.org

September 22, 2015

The Honorable Jim Pruitt
Rockwall City Hall
385 South Goliad
Rockwall, Texas 75087

Dear Mayor Pruitt,

On behalf of the Texas Association of Regional Councils and the State Citizen Corps Council, I want to offer my sincere congratulations to the City of Rockwall for being selected as the recipient of a Texas Citizen Corps Custom Trailer. The City of Rockwall has been recognized by the Texas Citizen Corps Council as having outstanding programs and for their Citizen Corps and CERT service and outreach efforts.

Please take a few moments to review and sign the enclosed packet of information regarding the trailer and its use. Enclosed you will find a Memorandum of Understanding, SAA Information Bulletin No. 11-001, the Property Transfer Record Agreement and the Property Permanent Loan Form that will need to be signed by the authorized persons. Once all the paperwork is signed, please return the original signed copy to our office. Please arrange to pick up the awarded trailer by contacting Uryan Nelson, Texas Citizen Corps Manager at 512-478-4715.

Sincerely,

Penny Redington
Executive Director

Enclosures

cc: Mike Eastland, Executive Director, North Central Texas Council of Governments
Paul Ayers, Rockwall Fire Department

MEMORANDUM OF UNDERSTANDING (MOU)

AGREEMENT FOR LOAN OF TRAILER PURCHASED WITH HOMELAND SECURITY FUNDS

This Loan Agreement (the "Agreement") is entered into by and between the Texas Association of Regional Councils ("TARC") and the City of Rockwall and the City of Rockwall Community Emergency Response Team ("City of Rockwall or City of Rockwall CERT") (also, individually, a "Party" or, collectively, the "Parties"). The purpose of this Agreement is to set out the terms and conditions under which TARC will loan the Trailer to the City of Rockwall CERT.

RECITALS

TARC has procured the trailer, accessories, and the Standard Texas Exempt License Plates described below (both individually and collectively, the "Trailer") with FY 2011, Texas Homeland Security funds:

1 CargoMate Blazer, 6' X 10' trailer

Accessories include:

- 1 Spare Tire Mount
- 1 E-track Installed
- 1 Rear Ramp Door
- 8 E-Track Tie Down Clips
- 1 Trailer Coupler Lock
- 1 Tri Max Univ. Coupler Lock
- 3 Master Lock Solid Disk
- 1 Line-X Floor Coating

1 Standard Texas Exempt License Plates registered in Travis County

Item Control Number

Serial Number/VIN: 5NHUBL016FY069869

Model Number: TXBL610SA

Acquisition Date: 08/21/2014

Total Retail Value of Trailer with Accessories and Graphics: \$4,242.14

ARTICLE I

TERM

1.01 The term of this Agreement shall begin when the Agreement is fully executed and will be indefinite, unless terminated earlier pursuant to 1.02 below.

1.02 TARC may terminate this Agreement at any time with express 30-day notice to the City of Rockwall.

ARTICLE II

LICENSE TO USE TRAILER GRANTED

2.01 TARC will loan the Trailer to the City of Rockwall for the purpose of furthering the goals of Rockwall CERT, Texas CERT and Texas Homeland Security Strategy. In consideration for the loan of the Trailer, the City of Rockwall will:

- A. Obtain and maintain full coverage insurance for the life of the Trailer, and provide proof of that insurance at time of receiving awarded trailer and upon request following initial proof;
- B. Maintain all license plates and inspections required by the Texas Department of Public Safety and the local jurisdiction of record;
- C. Maintain the Trailer in good working order;
- D. Use the Trailer only for permitted purposes, including all Community Emergency Response Team programs, other permitted homeland security trainings, exercises, approved community events, and any CERT activation(s) by the local jurisdiction's Emergency Management Authority or the State of Texas;
- E. Return the Trailer to TARC if deemed no longer needed or no longer being used according to FY 2011 Homeland Security Grant Program Guidance; and
- F. Comply with all terms of this Agreement.

ARTICLE III

COMPLIANCE WITH LAW

3.01.1 The City of Rockwall certifies that it will comply with the Permanent Loan Guidelines promulgated by the State Administrative Agency (SAA), Information Bulletin No.11-001, March 02, 2011(*Attached*).

ARTICLE IV

INSPECTION OF TRAILER AND PERFORMANCE REPORTS

4.01.1 TARC, along with the designated State Administrative Agency (SAA), reserves the right to perform periodic on-site monitoring and inspection of the trailer. The City of Rockwall shall make the trailer available for inspection by the SAA and/or TARC or any of its authorized representatives and shall make available any performance records as deemed pertinent by the

SAA and/or TARC.

ARTICLE V
WAIVER AND HOLD HARMLESS AGREEMENT

- 5.01 In consideration of the permanently loaned trailer, the City of Rockwall waives, releases, and discharges TARC and any of its officers and/or employees from any claims, demands, and causes of action arising from use of the trailer. The City of Rockwall shall maintain financial liability for loss or damage to grant funded assets. The City of Rockwall must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required.

ARTICLE VI
OTHER TERMS AND CONDITIONS

- 6.01 **Entire Agreement.** This Agreement and its attachments constitute the entire agreement between the Parties and contain all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall bind the Parties unless it is in writing, dated subsequent to the date hereof and duly executed by the Parties.
- 6.02 **Interpretation.** In the event any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, TARC, as the Party responsible for compliance with the requirements of the State Homeland Security Grant Program, shall have the final authority to render or secure an interpretation.
- 6.03 **Notices.** For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the following addresses:

City of Rockwall:	The Honorable Jim Pruitt City of Rockwall, Mayor Rockwall City Hall 385 South Goliad Rockwall, Texas, 75087
-------------------	---

TARC:	Penny Redington Executive Director Texas Association of Regional Councils 701 Brazos, Suite 780 Austin, TX 78701
-------	--

Notice of changes of address by either Party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

- 6.04 **Parties Bound.** This Agreement shall be binding on the Parties of the agreement and their respective, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

- 6.05 **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principle and agent, partners, joint ventures or any other similar such relationship between the Parties.
- 6.06 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in the City of Rockwall, Texas.
- 6.07.1 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.
- 6.07.2 **Recitals.** The Recitals at the beginning of this Agreement are incorporated into the Agreement and shall be binding on the Parties.

EXECUTED this the 23^d day of September, 2015.

TARC

By: 

Penny Redington
TARC Executive Director

City of Rockwall:

By: _____

Honorable Jim Pruitt
City of Rockwall, Mayor



**Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Texas Association of Regional Councils
(Name of Organization) (Homeland Security Grant Sub-Recipient)

701 Brazos, Suite 780, Austin, TX 78701
(Street/Mailing Address, City, County, Zip)

Penny Redington, Executive Director

Printed Name and Title

Signature

Date 9/23/15

Transferred To: City of Rockwall CERT
(Name of Organization) (Homeland Security Grant Sub-Recipient)

Rockwall City Hall, 385 South Goliad, Rockwall, Texas, 75087
Street/Mailing Address, City, County, Zip

The Honorable Jim Pruitt, Mayor, City of Rockwall

Printed Name and Title

Signature

Date



This is to certify that the property described below was acquired by the expenditure of 2011 State Homeland Security Program grant funds awarded to the above named Homeland Security Grant Sub-Recipient (TARC). The jurisdiction/organization receiving the property (Rockwall, TX) certifies they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: CargoMate 6X10 Blazer w/accessories outlined in MOU

Item Control Number

Serial Number/VIN: 5NHUBL016FY069869

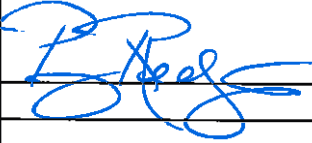
Model Number: TXBL610SA

Acquisition Date: 8/20/2014

Unit Cost: \$4,242.14



PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT	ORIGINAL SUBRECIPIENT PERSONNEL NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION	RECEIVING PERSONNEL NAME/SIGNATURE
2011	5NHUBL016FY069869	1 CargoMate 6X10 Blazer	Texas Association of Regional Councils	Penny Redington	9/22/2015	City of Rockwall	Honorable Jim Pruitt
		1 Spare Tire w/Mount		Executive Director			Mayor, City of Rockwall
		1 E-Track Installed					
		Custom Citizen Corps Graphics Vinyl Wrap					
		1 Rear Ramp Door					
		8 E-Track Tie Down Clips					
		1 Trailer Coupler Lock					
		1 Redline Coupler Lock					
		3 Master Lock Solid Disk					
		1 Line-X Floor Coating					



The original subrecipient maintains financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the original subrecipient's responsibility to complete the paperwork for the permanent loan and to follow the grant's disposal procedures. Receiving agencies acknowledge compliance with Texas Department of Public Safety, Homeland Security, State Administrative Agency and Department of Homeland Security grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the responsibility of the subrecipient of grant funds to ensure the receiving agency has met those eligibility requirements before loan of equipment.

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS




COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

www.txdps.state.tx.us

SAA Information Bulletin No. 11-001, March 02 2011

To: Texas Regional Councils
Texas Association of Regional Councils

From: Machele Pharr 
Deputy Assistant Director

Subject: Guidance for Non-governmental Entity Receipt of HSGP Funded Equipment

Attachment: (1) Property Permanent Loan Form
(2) Property Temporary Loan Form

Purpose: This Information bulletin is to replace GDEM –SAA Information bulletin No. 8 issued June 9, 2008. Some governmental agencies in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to other non-governmental responding entities. In consultation with Department of Homeland Security, the following guidance is provided.

"In accordance with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management system (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity."

Because the spirit of the NIMS Program is not meant to be punitive, it is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The entities receiving property should have a plan showing how they will meet the NIMS requirements, if they have not already done so.

In addition to the information provided above, the Property Permanent Loan Form and the Property Temporary Loan Form have been updated to reflect the State Administrative Agency (SAA) as the compliance entity for the State.

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MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: September 30, 2015

SUBJECT: Damascus Road Pro-Rata Facility Agreement Extension

Our Lady of the Lake Catholic Church widened Damascus Road back in 2010 to improve access to the Church and Heritage Christian Academy. The City Subdivision Ordinance required that adjacent properties along an unimproved road construct the road to City Standards at the time of development. These improvements would have been the responsibility of the Heritage Christian Academy and the undeveloped property owner along Damascus Road. The City approved a Pro-Rata Facility Agreement with the church on October 4, 2010 to address the future reimbursement.

The original agreement was for a term of five-years. This agreement will expire later this year and the church has requested the City to extend the agreement. Attached is a revised Facility Agreement for the Damascus Road Pro-Rata agreement extending the reimbursement period for consideration.

If you have any questions, please advise.

TMT:em

Attachment

Cc:

Mary Smith, Assistant City Manager
Amy Williams, Assistant City Engineer
Jeremy White, Civil Engineer
File

COUNTY OF ROCKWALL)
CITY OF ROCKWALL)

This Agreement is entered into on the _____ day of _____, 2015, by and between the City of Rockwall, Texas ("City") and Most Reverend Kevin J. Farrell, D.D., Bishop of the Roman Catholic Diocese of Dallas, and his successors in office, for the exclusive benefit of Our Lady of the Lake Parish (Rockwall) ("Church").

Whereas, The Church built a portion of Damascus Road described more particularly as paragraph 1 of Section 1, below;

WITNESSETH:

Section 1. Church agrees to the following:

- Section 2.** The City agrees to the following:

- 94

Regulations), up to \$118,146.80. These funds will be collected when the undeveloped land adjacent to the Road Segment is platted and prior to start of improvements on the adjacent property.

2. The City will collect from HCA ("A" on the attached Exhibit A) the cost of 4-feet of the 18-feet of pavement, constructed by the Church (Section 1.1, above), and not paid by the adjacent property owner per Section 2.1, above, up to \$25,281.89. These funds will be collected when HCA expands its existing facility.
3. The City will pay the monies collected as outlined in Sections 2.1 and 2.2 above, to the Church, within 15 business days of the receipt of the funds.
4. The City will not charge Heritage Christian Academy or the Church, any pro-rata for the construction costs for the relocation of the Damascus and SH-205 intersection (which provides access to the Church and HCA), paid by the City.
5. Nothing in this agreement shall obligate the City to pay any monies other than those collected pursuant to this agreement in satisfaction of obligations herein stated. After diligent effort to collect payments, failure of the City, for whatever reason, to collect funds pursuant to sections 2.1 and 2.2 shall not obligate the City to pay any monies to the Church from any other City funding source.

Section 3. The City agrees that along with the widening of Damascus Road (to a minimum of 24-feet face of curb to face of curb, at this time), one additional point of access or emergency access, constructed in accordance with City Standards, will meet the City's requirement for the Church to obtain secondary access for current and future site development (as it relates to church expansion) for Lot 1, Block A, Our Lady of the Lake Catholic Church Addition ("C" on the attached Exhibit A).

Section 4. Nothing contained herein shall be considered as a waiver of the provisions of the City's Comprehensive Zoning Ordinance and Subdivision Regulations as the case may be.

Section 5. This Agreement replaces the original Facilities Agreement dated October 18, 2010 and shall remain in effect for a period of ten (10) years from the date of execution by both parties. If no payment is received from HCA or the owner of the undeveloped property by 180 days before the ten (10) years, the parties may by mutual written consent, extend the term for an additional period of time to be determined by the parties.

Section 6. Venue for this Agreement shall be in Rockwall County, Texas.

Section 7. Notice of this Agreement shall be in writing and addressed to the following:

City of Rockwall
385 S. Goliad
Rockwall, Texas 75087
Attn: City Manager

Our Lady of the Lake Catholic Church
1305 Damascus Road
Rockwall, TX 75087

Catholic Diocese of Dallas
CFO
P.O. Box 190507
Dallas, TX 75219

SIGNED ON THE DATE FIRST ABOVE WRITTEN.

CITY OF ROCKWALL

CHURCH

By: _____
Rick Crowley
City Manager

By: _____
Pastor

By: _____
Bishop

ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF ROCKWALL)

CITY OF ROCKWALL)

BEFORE ME, the undersigned authority, on this day Personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the foregoing Agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Church,

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires:

(seal)

STATE OF TEXAS)

COUNTY OF ROCKWALL)

CITY OF ROCKWALL)

BEFORE ME, the undersigned authority, on this day Personally appeared, Rick Crowley, City of Rockwall City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing Agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said City,

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires:

(seal)

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CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 10/05/2015

APPLICANT: Michael Hunter, *Rockwall Housing Development Corporation*

AGENDA ITEM: MIS2015-007; *Special Request (Ross Street @ Peters Colony)*

SUMMARY:

Discuss and consider the approval of a special request by Michael Hunter of the Rockwall Housing Development Corporation (RHDC) on behalf of the owner Jacquelyn W. Coleman for an exception to the masonry requirements and a waiver to building setback requirements for the purpose of constructing a duplex on a 0.09-acre parcel of land identified as Lot 1B, Block H, Sanger Addition, City of Rockwall, Rockwall County, Texas, being zoned Multi-Family 14 (MF-14) District, situated within the Southside Residential Neighborhood Overlay (SRO) District, located at the southwest corner of the intersection of Ross Street and Peters Colony, and take any action necessary.

CHARACTERISTICS OF REQUEST:

Michael Hunter of the Rockwall Housing Development Corporation (RHCD) has submitted a special request concerning the property at the corner of the intersection of Peters Colony and Ross Street. The property is zoned Multi-Family 14 (MF-14) District and is located within the Southside Residential Neighborhood Overlay (SRO) District. Mr. Hunter is proposing to construct a two (2) story duplex on the subject property, which is permitted by-right within the Multi-Family 14 (MF-14) District; however, the property being 40-feet wide and on a corner lot, (*i.e. increased side yard setback of 15-feet*) has a reduced building envelop of 19-feet by 70-feet. Due to the limited width of the building envelop the applicant is requesting to reduce the building setback adjacent to Ross Street to ten (10) feet, which will increase the building envelop to 24-feet by 70-feet. Section 6.4, *Southside Residential Neighborhood Overlay (SRO) District*, of Article V, *District Development Standards*, of the Unified Development Code (UDC) grants the City Council the ability to consider special requests within the district -- *including the ability to vary setbacks* -- "...in [the] furtherance of neighborhood preservation and enhancement ..." Typically, properties within the Southside Residential Neighborhood Overlay (SRO) District require a minimum of 50-feet of street frontage; however, the subject property being annexed prior to 1959 and being platted prior to 1983 is consider to be a *Lot of Record*, "...or a parcel of land not a part of an urban or town lot subdivision, the deed of which has been recorded in the office of the county clerk of Rockwall County prior to the adoption date of the ordinance [1983] from which this [*the*] Unified Development Code (UDC) is derived which has not been divided since recording."

In addition, the applicant is requesting an exception to clad the proposed duplex in 100% hardieplank lap-siding. According to Section 3.1 of Article V, *District Development Standards*, of the UDC, all residential structures 120 SF or greater shall be constructed of 80% masonry materials with 50% of the masonry requirement permitted to be hardieplank or a similar cemetaceous material. The code goes on to state that the City Council can grant exceptions to this requirement on a case-by-case basis after reviewing the building elevations of the proposed structure. *The applicant has submitted building elevations and a site plan for the proposed property that staff has included in the attached packet.*

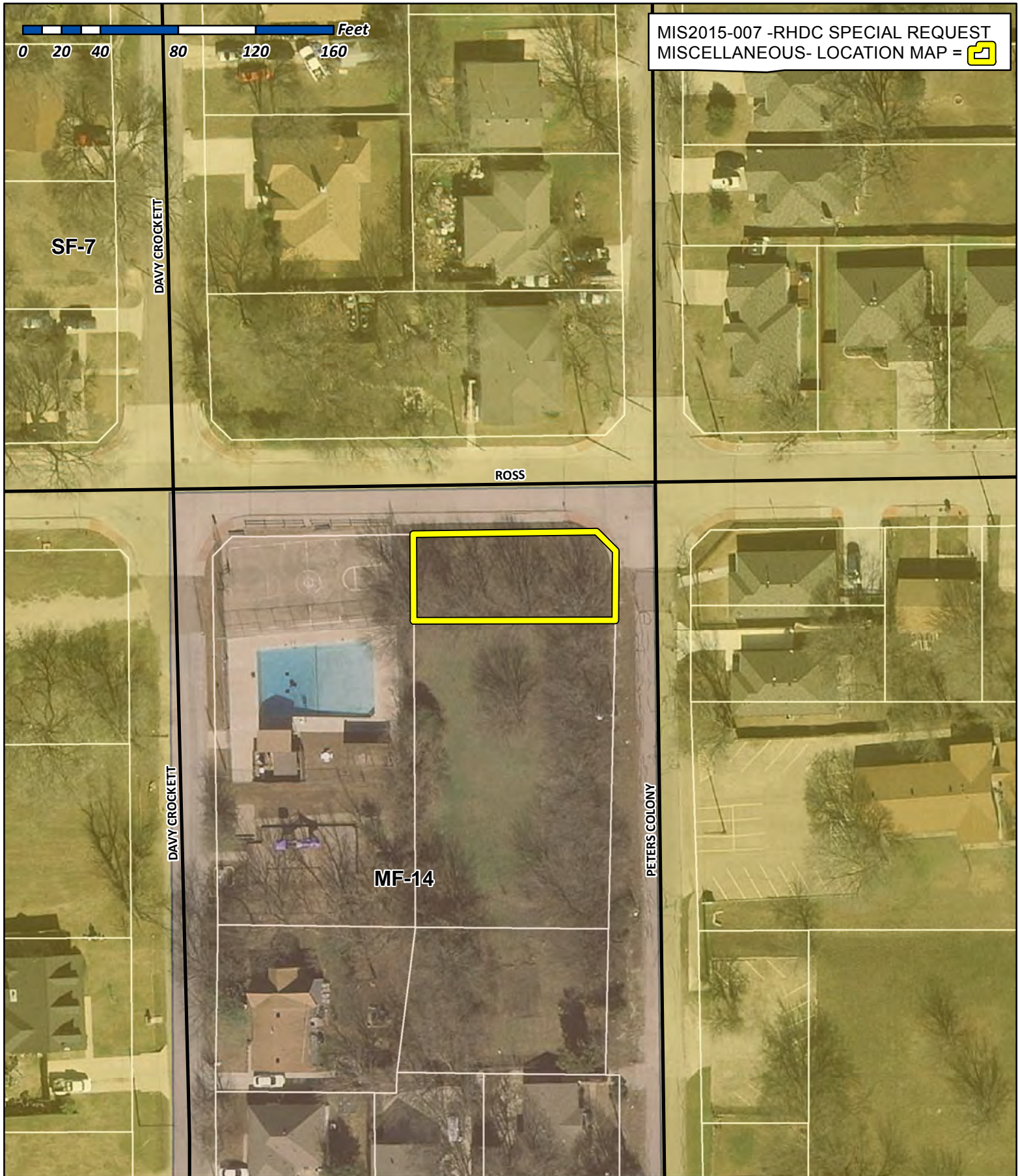
RECOMMENDATIONS:

If the Planning & Zoning Commission and 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 September 29, 2015, the Planning and Zoning Commission passed a motion to recommend approval of the applicant's request for an exception to the masonry requirements and a waiver to building setback requirements by a vote of 4-0, with Commissioners Renfro and McCuthcheon absent and one vacant seat.



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 Housing Development Corporation
787 Hail Dr
Rockwall, TX 75032
972-722-7316; (214) 728-0023
Rhdc787@att.net

August 19, 2015

Ryan Miller
Director
City of Rockwall
Planning and Zoning
Rockwall, Texas 75087

RE: Request for variances on a Property Identified as Sanger, Block H, Lot 1B Located within the Southside Overlay District

Mr. Miller:

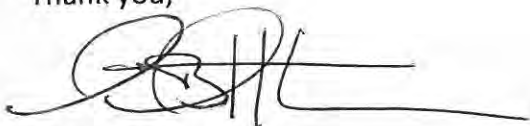
The Rockwall Housing Development Corporation is representing Ms. Jacqueline Coleman, owner of the above identified property, in a request for variances on lot size and setbacks and an exception to the masonry requirements incorporated in the Southside Overlay District in order to construct a duplex housing structure on the above mentioned property.

I have attached a rough site plan, elevations and floor plans for the structure we are intending to build. The requests we are making will enable the lot to be placed back into use providing housing to families living in the Southside neighborhood. The structure we are proposing will allow us to provide housing to two families. Each unit will include a spacious living room and kitchen, 3 bedrooms, 1 full bath, 1 three quarter bath and 1 half bath.

Rockwall housing Development Corporation currently has over 150 families looking for rental housing on its waiting list. The need for additional, well-constructed and well-maintained, affordable rental housing in Rockwall is acute. Approving this request will help us continue to meet the growing need for affordable housing for our working class Rockwall residents.

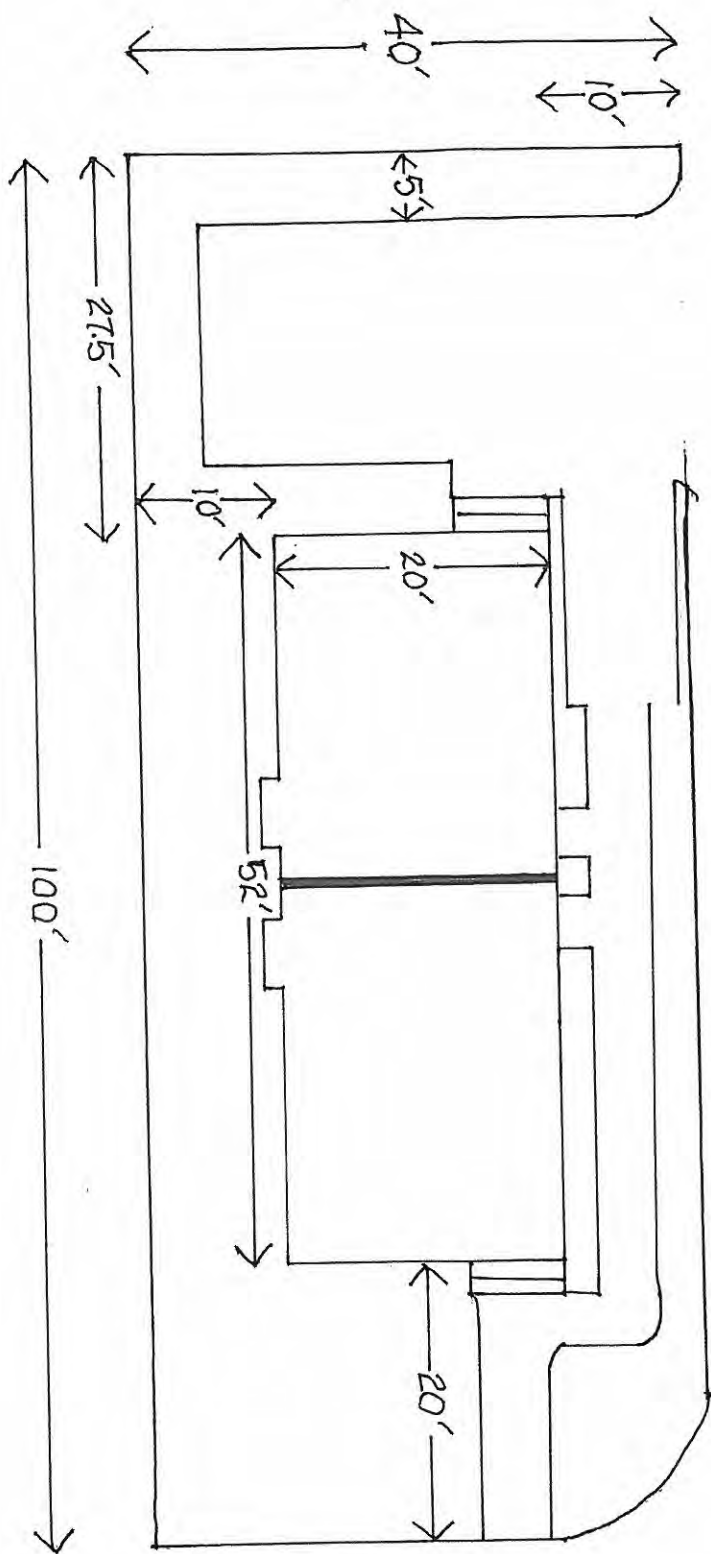
Please call me if you need any additional information.

Thank you,

A handwritten signature in black ink, appearing to read 'MH' with a stylized flourish extending to the right.

Michael Hunter
Executive Director

ROSS



PETERS
COLONY



Plan Number 99955 | Order Code: 00WEB

FamilyHomePlans.com

U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526

[Click Here to Mirror Reverse Plan](#)

Plan Number: 99955

Order Code: 00WEB

- 1800 Total Living Area
- 400 Main Level
- 500 Upper Level
- 6 Bedrooms
- 2 Full Bath(s)
- 2 3/4 Bath(s)
- 2 Half Bath(s)
- 21' Wide x 52' Deep

Available Foundation Types:

- Crawspace

- 1 Set: \$575.00
 - 4 Sets: \$645.00
 - 8 Sets: \$745.00
 - Reproducible Set: \$825.00
 - PDF File: \$825.00
 - CAD File: \$1,325.00
 - Materials List: \$75.00
 - Mirror Reverse: \$50.00 per order
 - Right Reading (True) Reverse: \$150.00
- All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days.

- Additional Sets: \$45.00

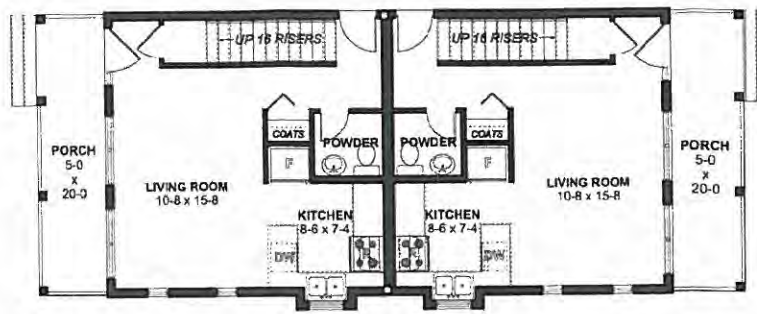


Plan Number 99955 | Order Code 00WEB | Front Elevation

FamilyHomePlans.com

U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526

[Click Here to Mirror Reverse](#)

**MAIN FLOOR PLAN**

Plan Number 99955 | Order Code 00WEB | First Floor Plan

FamilyHomePlans.com

U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526

[Click Here to Mirror Reverse](#)

**SECOND FLOOR PLAN**

Plan Number 99955 | Order Code 00WEB | Second Floor Plan
FamilyHomePlans.com
U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526
[Click Here to Mirror Reverse](#)

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CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 10/05/2015

APPLICANT: Michael Hunter, *Rockwall Housing Development Corporation*

AGENDA ITEM: MIS2015-008; *Special Request (112 Chris Drive)*

SUMMARY:

Discuss and consider the approval of a special request by Michael Hunter on behalf of the Rockwall Housing Development Corporation (RHDC) for waivers to the requirements stipulated in *Exhibit 'C'* of Planned Development District 75 (PD-75) [*Ordinance No. 09-37*] to allow the construction of two (2) single-family attached homes on a 0.27-acre parcel of land identified as Lot 984A of the Rockwall Lake Estates #2 Subdivision, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single Family-7 (SF-7) District land uses, located at 112 Chris Street, and take any action necessary.

CHARACTERISTICS OF REQUEST:

On behalf of the Rockwall Housing Development Corporation (RHDC), Michael Hunter, *RHDC Executive Director* has submitted a special request to the standards of Planned Development District 75 (PD-75) for the purpose of constructing a single-family attached structure on two (2) lots within Area 2 of the Lake Rockwall Estates subdivision. The subject property at 112 Chris Street will be subdivided creating two (2), ~5,400 SF (*i.e. 45' x 120'*) lots. A two (2) story, 2,724 SF single-family attached unit will be constructed on each lot and share an adjoining wall with the adjacent property. Additionally, the lot at the corner of the intersection of Chris Drive and County Line Road will incorporate a 900 SF metal garage that will be accessible from County Line Road. As part of this proposal the applicant is requesting the following waivers and exception to the development and land use standards stipulated by *Ordinance No. 09-37*:

- 1) *Single-Family Attached*. The development standards for Area 2 contained in *Exhibit 'C'* of *Ordinance No. 09-37* require that all property within Area 2 be subject to the land uses permitted for a Single-Family 7 (SF-7) District. According to Article IV, *Permissible Uses*, of the Unified Development Code (UDC) a single-family attached structure is not a permitted land use within a Single-Family 7 (SF-7) District.
- 2) *Lot Frontage*. The development standards for Area 2 contained in *Exhibit 'C'* of *Ordinance No. 09-37* stipulate a minimum lot frontage of 50-feet on a public street. In this case the applicant is requesting to reduce this to 45-feet.
- 3) *Side Yard Setback*. The development standards for Area 2 contained in *Exhibit 'C'* of *Ordinance No. 09-37* require a minimum side yard setback of five (5) feet. Since the structures will share a common wall the minimum side yard setback will be required to be reduced to zero along the property line containing the common wall.
- 4) *Masonry Requirement*. According to Section B, *Exterior Wall Materials*, of *Exhibit 'C'* of *Ordinance No. 09-37* all residential buildings 120 SF or more and over ten (10) feet in height shall have a minimum of 80% masonry exterior walls, with up to 50% of the masonry requirements permitted to be Hardie Board or a similar cementaceous material. The applicant is requesting an exception to the masonry requirements for the purpose of utilizing

100% hardieplank lap-siding on both single-family attached structures. Additionally, the garage will require an exception since the materials being proposed (*i.e. metal*) does not match the materials utilized on the primary structure. *The applicant has submitted building elevations of the proposed structure for the Planning and Zoning Commission and City Council's review.*

According to Section C, *Consideration of Special Request*, of *Exhibit 'C'* of Planned Development District 75 (PD-75) [*Ordinance No. 09-37*], "(t)he City Council may consider special requests ... (s)uch requests may include, but not necessarily be limited to the use of building materials not otherwise allowed, authorization of specific land uses not otherwise allowed, or other requests submitted for consideration." The approval of any special request shall preempt any other underlying zoning restrictions stipulated by the zoning ordinance. With the exception of the abovementioned waivers and exception the proposed development meets the requirements of *Ordinance No. 09-37*.

It should be noted that if the City Council chooses to approve the applicant's request, Mr. Hunter has submitted a letter stating that the RHDC will withdraw *Case No. MIS2015-004*. This case -- *requesting the replacement of a manufactured home within a floodplain* -- was submitted by the RHDC on behalf of Jose Contreras (*i.e. the property owner of 142 Rene Drive*) after his property sustain considerable damage due to flooding in the Lake Rockwall Estates subdivision. It is the RHDC's intent to offer one of the proposed single-family attached units to Mr. Contreras, in exchange for the property at 142 Rene Drive. This would guarantee that no new structure could be placed on 142 Rene Drive, and that the existing mobile home would not be rehabilitated/repurposed; effectively removing a structure within the 100-year floodplain. Additionally, Mr. Hunter's letter states that the remaining unit will be offered to a family that is currently living in a sub-standard structure in the Lake Rockwall Estates subdivision. *A copy of Staff's case memo for Case No. MIS2015-004 has been provided in the attached packet.*

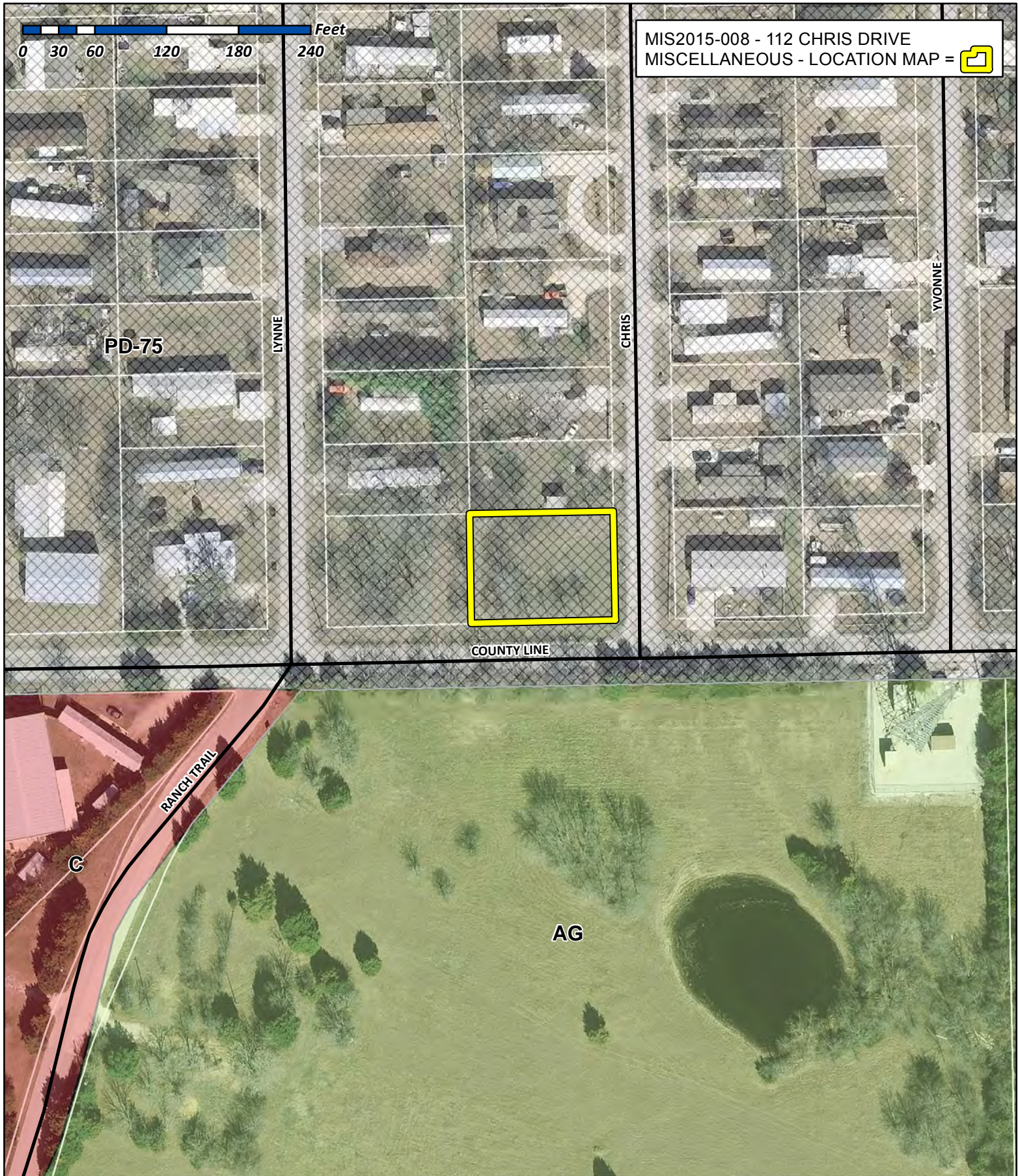
RECOMMENDATIONS:

If the Planning & Zoning Commission and 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 September 29, 2015, the Planning and Zoning Commission passed a motion to recommend approval of the applicant's request for waivers to the requirements stipulated in Planned Development District 75 (PD-75) by a vote of 4-0, with Commissioners Renfro and McCuthcheon absent and one vacant seat.



City of Rockwall

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

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Rockwall Housing Development Corporation
787 Hail Dr
Rockwall, TX 75032
972-722-7316; (214) 728-0023
Rhdc787@att.net

August 19, 2015

Ryan Miller
Director
City of Rockwall Planning and Zoning
Rockwall, Texas 75087

RE: Special Request Sub-Divide Lot at 112 Chris Located Within PD 75

Mr. Miller:

The Rockwall Housing Development Corporation ("the Corporation") owns 112 Chris Drive, Rockwall Texas 75032 which is located in Lake Rockwall Estates ("LRE") and is part of PD 75. The Corporation in its efforts to assist those Rockwall families affected by this year's flooding of Lake Wallace is requesting to build two (2) single family attached houses on the identified lot.

By allowing the Corporation to build two single family attached houses on the above identified property, the Corporation will be able to assist two families already living in Lake Rockwall Estates (the mobile home side) one of whom was living in property located in the flood plain which was severely damage as a result of the flood. Building these houses would provide a permanent solution to the flood plain issue for one family and, for another, move them out of a mobile home that is critically substandard. Each house we are proposing to build will include a spacious living room and kitchen, 3 bedrooms, 2 1/2 baths and an enclosed 1 car garage. In order to ensure the houses are affordable for the very low income families we wish to assist, we are also asking for an exemption to masonry requirements.

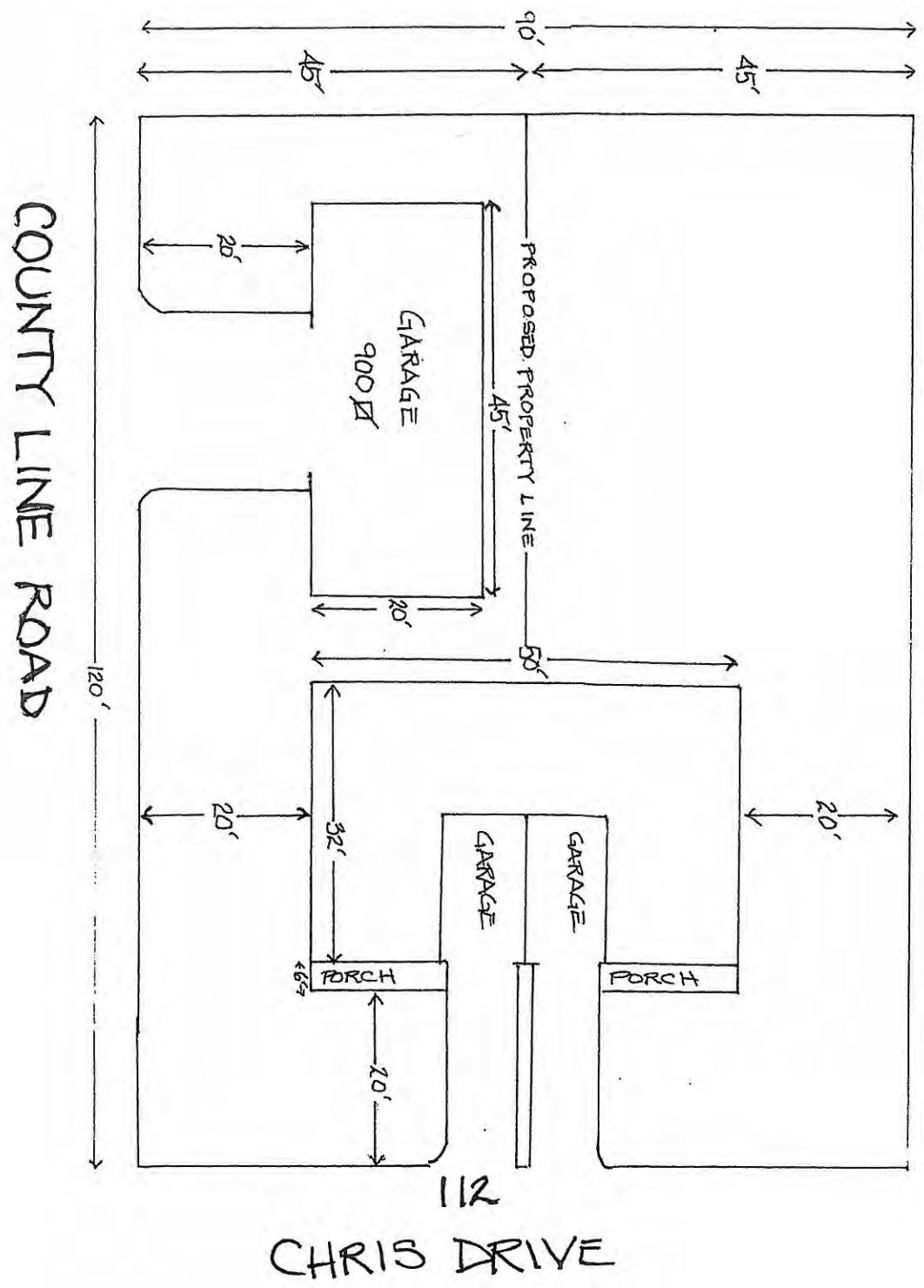
If this request is approved, we plan on withdrawing request MIS 2015-004, previously submitted. I have attached a rough site plan, elevations and floor plans for the attached single family houses we are intending to build. Approval of this request will enable the Corporation to help two families significantly improve their living conditions while improving the LRE area.

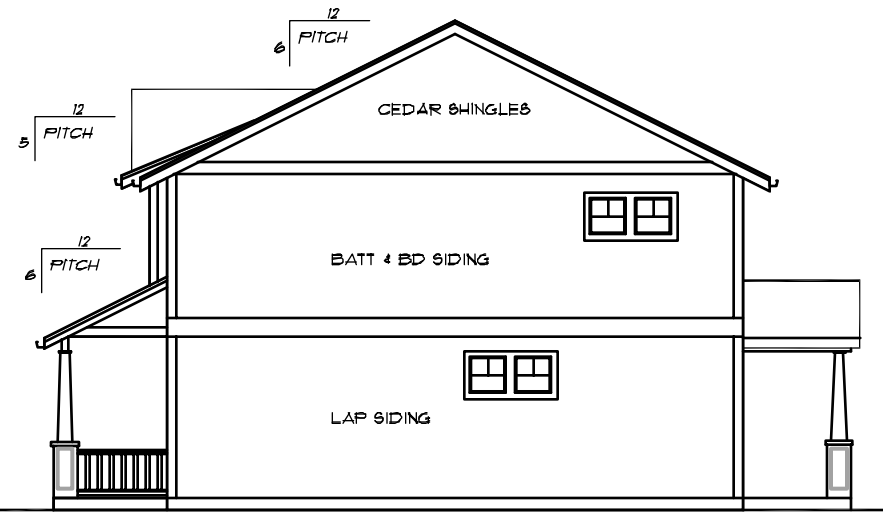
Please call me if you need any additional information.

Thank you,

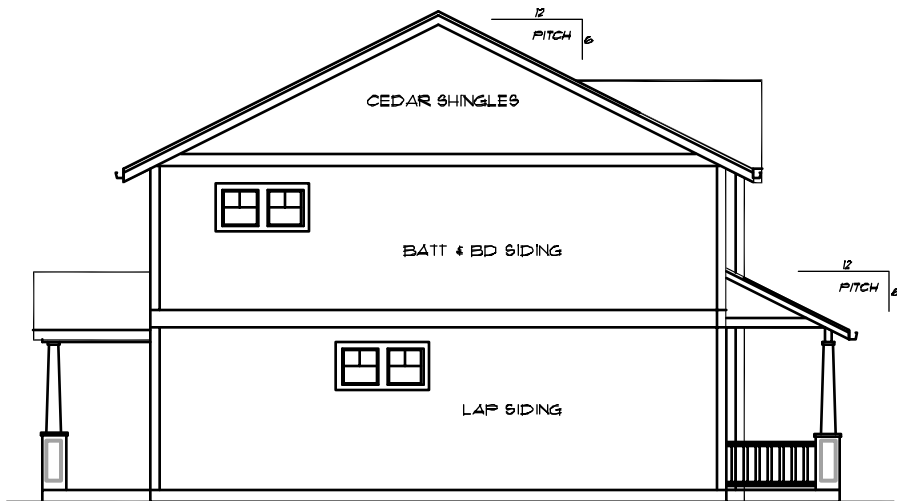


Michael Hunter
Executive Director

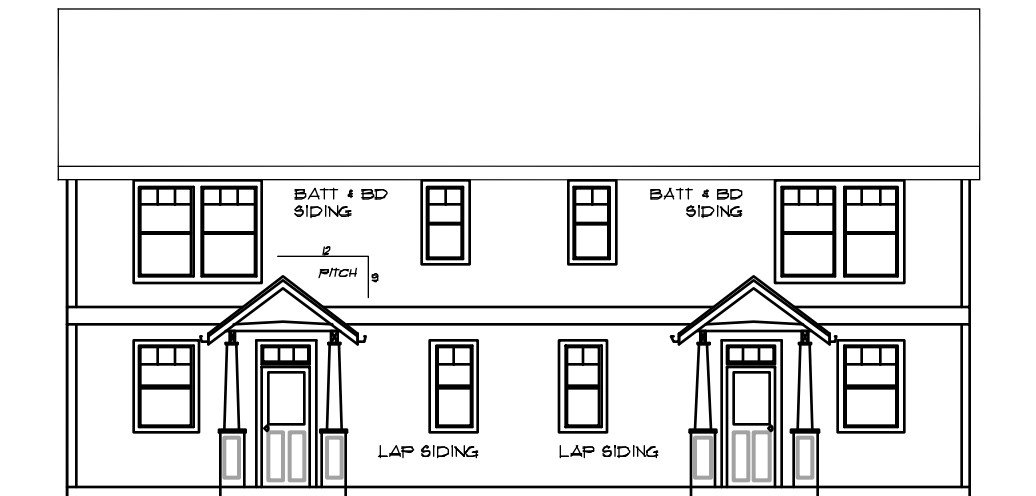




RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION

(<http://cdn.houseplans.com/product/lov2kgig72dcuhvtpkfoahqn88/w1024.jpg?v=8>)

PLAN #423-7



Plan #423-7

✉ (<mailto:?subject=House Plan 423-7&body=http://www.houseplans.com/plan/2724-square-feet-3-bedrooms-2-5-bathroom-craftsman-home-plans-1-garage-30172>) (<http://www.houseplans.com/plan/print/30172>) (<http://www.facebook.com/sharer.php?u=http://www.houseplans.com/plan/2724-square-feet-3-bedrooms-2-5-bathroom-craftsman-home-plans-1-garage-30172&t=>) (<http://twitter.com> /share?url=http://www.houseplans.com/plan/2724-square-feet-3-bedrooms-2-5-bathroom-craftsman-home-plans-1-garage-30172&text=House Plan 423-7&via=houseplansllc) (<http://pinterest.com> /pin/create/button/?url=http://www.houseplans.com/plan/2724-square-feet-3-bedrooms-2-5-bathroom-craftsman-home-plans-1-garage-30172&media=http%3A%2F%2Fcdn.houseplans.com%2Fproduct%2Flov2kgig72dcuhvtpkfoahqn88%2Fw560x373.jpg%3Fv%3D8&description=House Plan 423-7) (<https://plus.google.com/share?url=http://www.houseplans.com/plan/2724-square-feet-3-bedrooms-2-5-bathroom-craftsman-home-plans-1-garage-30172>)

KEY SPECS

2724 sq ft 3 Bedrooms 2.5 Bathrooms 2 Floors 1 Garage

This plan can be customized!
MODIFY THIS PLAN (/PLAN/MODIFY/30172)
Let us know your desired changes and get a free quote.
Click the button or call us now at 1-800-913-2350

FLOOR PLANS

Floor Plan - Main Floor Plan

Select Plan Set Options What's included?

PDF Set \$695.00

Select Foundation Options

Crawlspace \$0.00

SUBTOTAL \$695.00

Best Price Guaranteed*

ADD TO CART

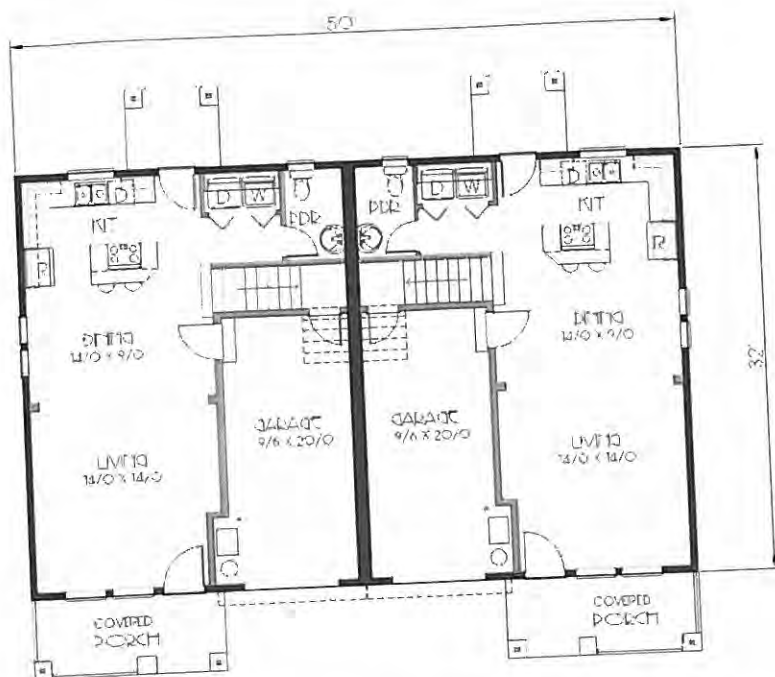
Or order by phone: 1-800-913-2350

How much will this cost to build?

This report will provide you cost estimates based on location and building materials.

GET COST-TO-BUILD REPORT (/PLAN/COST-TO-BUILD)

Have a Question?



(<http://cdn.houseplans.com/product/6k55hr400i8ntv835b6hfq4bil/w1024.gif?v=8>)
Floor Plan - Upper Floor Plan



(<http://cdn.houseplans.com/product/arr7p7b807gulmmjqe8lauanm/w1024.gif?v=8>)

FULL SPECS & FEATURES

Basic Features

Bedrooms : 3
Potential Bedrooms : 0
Baths : 2.5

Garage Stalls : 1
Stories : 2

Dimension

Depth : 32'
Height : 27'

Width : 50'

Area

Garage Sq Ft : 400 sq ft
Porch Sq Ft : 180 sq ft
Upper Floor Sq Ft : 1622 sq ft

Main Floor Sq Ft : 1102 sq ft
Total Sq Ft : 2724 sq ft *

*Total Square Footage only includes conditioned space and does not include garages, porches, bonus rooms, or decks

Have a Question?



CITY OF ROCKWALL

PLANNING AND ZONING COMMISSION MEMO

AGENDA DATE: 08/11/2015

APPLICANT: David Smith, *Rockwall Housing Development Corporation*

AGENDA ITEM: MIS2015-004; *Manufactured Home Replacement (142 Rene Drive)*

SUMMARY:

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.

CHARACTERISTICS OF REQUEST:

On behalf of the owner the applicant, David Smith with the Rockwall Housing Development Corporation (RHDC), has submitted a special request to the requirements stipulated for *Manufactured Home Replacement Minimum Standards* outline in *Exhibit 'C'* of Planned Development District 75 (PD-75) [*Ordinance No. 09-37*]. According to this section, if an existing property has a manufactured home situated on it then the property owner is eligible for a one (1) time replacement of said manufactured home pending the replacement home meets the following criteria:

- 1) The replacement manufactured home shall be permanently affixed to a concrete foundation.
- 2) The replacement manufactured home shall have a minimum of a 3:12 roof pitch.
- 3) The replacement manufactured home shall be constructed of a minimum of 90% masonry materials on the exterior of the structure (excluding windows and doors; including the skirting material). This includes Hardiboard lap siding, "Cemplank" lap siding, or a similar cementaceous durable lap siding material that has a minimum width of 6¼-inches.
- 4) The replacement manufactured home shall be a newer manufactured home and contain at least the same living space/square footage as the previous manufactured home.

The property at 142 Rene Drive currently has an older manufactured home on the subject property that sustained considerable damage with the flooding in Lake Rockwall Estates earlier this spring (*see attached Inspection Report in the attached packet*). The RHDC did attempt to allow the applicant to build on land owned by the RHDC, but according to Mr. Smith's email this proved to be economically infeasible. At this point, the property at 142 Rene Drive is eligible for a one (1) time replacement subject to the requirements listed above; however, the property is located within the 100-year floodplain and does not meet the fire hydrant coverage requirements (*see staff's comments in the attached packet*). Mr. Smith has indicated that the RHDC is willing to assist the owner of the property in removing the existing manufactured home and securing a new manufactured home that will meet all the above mentioned criteria with the exception of the masonry requirements; however, in doing this he is asking that the City Council grant the following waivers/variances: 1) waiver of the masonry requirements, 2) allow construction within a 100-year floodplain, and 3) grant a variance to the fire hydrant coverage requirements. To off-

set construction within the floodplain Mr. Smith has stated that the new manufactured home will be on a 24-inch engineered manufactured home foundation (the flooding was measured at 18-20 inches). The finished floor elevation of the property is estimated to be around 516'-518', approximately four (4) to six (6) feet below the 100-year floodplain elevation (~522'). With this being said it should be mentioned that the applicant does have the ability to rehabilitate the current structure, which would exempt him from all the waivers and variances requested.

According to Section C, *Consideration of Special Request*, of Exhibit 'C' of PD-75, the City Council may consider special requests on a case-by-case basis for properties located within the Lake Rockwall Estates subdivision pending a recommendation from the Planning and Zoning Commission. The approval of any special request shall preempt any other underlying zoning restrictions stipulated by the zoning ordinance. Additionally, City Council does have the authority to grant a waiver/variance for allowing a manufactured home to be placed on the subject property.

RECOMMENDATIONS:

If the Planning & Zoning Commission and 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.

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CITY OF ROCKWALL

CITY COUNCIL MEMO

AGENDA DATE: 10/05/2015

APPLICANT: Dub Douphrate, *Douphrate & Associates, Inc.*

AGENDA ITEM: **P2015-036**; *Lot 1, Block A, Our House Addition*

SUMMARY:

Discuss and consider a request by Dub Douphrate of Douphrate & Associates, Inc. on behalf of the owners Scott and Leslie Milder for the approval of a replat for Lot 1, Block A, Our House Addition being a 0.75-acre tract of land currently identified as Blocks 24A & 24C, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, addressed as 803 N. Goliad Street, and take any action necessary.

PLAT COMMENTS:

- ✓ The objective of this request is to replat two (2) existing parcels of land into one (1), 0.75-acre parcel of land for the purpose of rehabilitating an existing 1,738 SF single-family home and converting it into a banquet facility with office space. The proposed plat conforms to the site plan that was approved by the Planning & Zoning Commission on October 14, 2014 under *Case No. SP2014-026*.
- ✓ As part of this replat the applicant will be dedicating the remainder of the right-of-way needed for Lakefront Trail and Harbor Heights Drive.
- ✓ The surveyor has completed the majority of the technical revisions requested by staff, and this plat, conforming to the requirements for replats as stated in the *Subdivision Ordinance* in the Municipal Code of Ordinances, is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ✓ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *Recommendation* section below.

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

RECOMMENDATIONS:

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

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

PLANNING AND ZONING COMMISSION:

On September 29, 2015, the Planning and Zoning Commission approved a motion to recommend approval of the replat by a vote of 4-0, with Commissioners Renfro and McCuthcheon absent and one seat vacant.

9/22/2015

City of Rockwall

Project Plan Review History



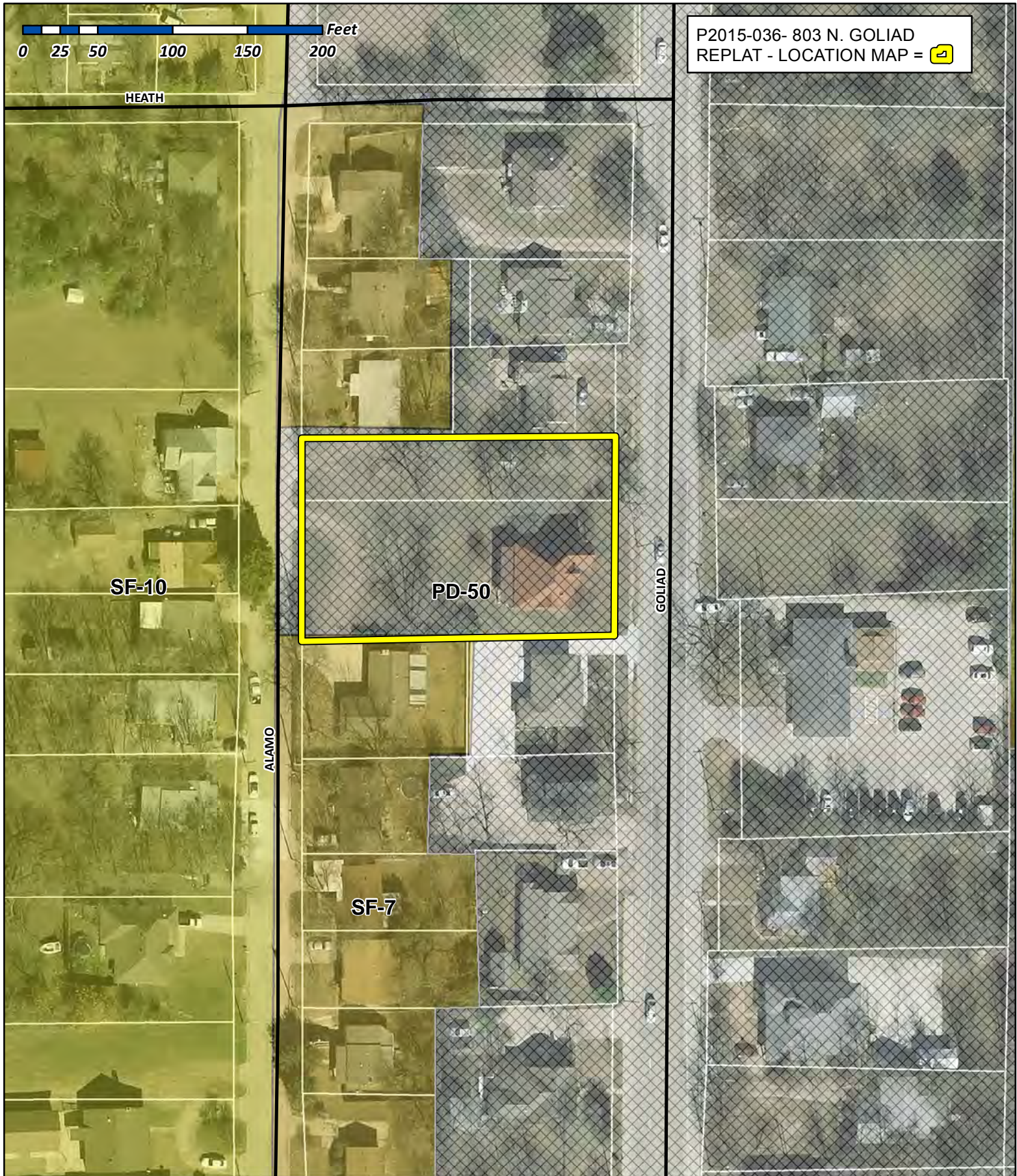
Project Number	P2015-036	Owner	MILDER, SCOTT & LESLIE	Applied	9/14/2015	LM
Project Name	803 N. Goliad	Applicant	DUPHRATE & ASSOC. INC	Approved		
Type	PLAT			Closed		
Subtype	REPLAT			Expired		
Status	STAFF REVIEW			Status	9/14/2015	LM

Site Address	City, State Zip	Zoning
803 N GOLIAD	ROCKWALL, TX	

Subdivision	Tract	Block	Lot No	Parcel No	General Plan
WAGNER CHRISTENSEN		23A		3050-023A-0034-00-OR	

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed	Status	Remarks
BUILDING	John Shannon	9/14/2015	9/21/2015	9/22/2015	8	APPROVED	
ENGINEERING (9/21/2015 11:49 AM AW) Add 24' access easement from SH 205 to proposed 24' cross access easement	Amy Williams	9/14/2015	9/21/2015	9/21/2015	7	COMMENTS	See Comment
FIRE	Ariana Hargrove	9/14/2015	9/21/2015	9/21/2015	7	APPROVED	
GIS	Lance Singleton	9/14/2015	9/21/2015	9/22/2015	8	APPROVED	
PLANNING	Ryan Miller	9/14/2015	9/21/2015	9/22/2015	8	APPROVED W/ CONDITIONS	See Comment

Type of Review / Notes	Contact	Sent	Due	Received	Elapsed Status	Remarks
P2015-036 (Lots 1, Block A, Our House Addition): Please address the following comments (M= Mandatory Comments; I = Informational Comments).						
I.1 This is a request for the approval of a replat for Lot 1, Block A, Our House Addition being a 0.75-acre tract of land currently identified as Blocks 24A & 24C, Amick Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 50 (PD-50) for Residential-Office (RO) District land uses, and addressed as 803 N. Goliad Street.						
I.2 For questions or comments concerning this case please contact Ryan Miller in the Planning Department at (972) 772-6441 or email rcmiller@rockwall.com.						
M.3 For reference, include the case number (P2015-036) in the lower right hand corner of all pages on future submittals.						
M.4 Please change the title block as follows:						
Replat Our House Addition Lots 1, Block A Being a Replat of Blocks 24A & 24C, Amick Addition Being 0.75-acres Situated Within the Benjamin F. Boydston Survey, Abstract No. 14 City of Rockwall, Rockwall County, Texas						
I.5 The minimum depth of the front yard setback shall be 25-feet (from future right-of-way as shown on the adopted thoroughfare plan or as actually exists, whichever is greater) in those instances where an existing structure is converted into an office use.						
M.6 Please indicate the front yard building setback.						
M.7 Please indicate a rear yard of 30-feet per the Residential-Office (RO) District requirements.						
M.8 Please indicate and label the street centerlines for N. Alamo Street and N. Goliad Street (State Highway 205 [SH-205]).						
M.9 The acreage in the legal description does not match the acreage indicated on the plat diagram.						
M.10 Please provide staff with a digital/PDF copy of the plat.						
I.11 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested. The Planning & Zoning meeting date for this case will be September 29, 2015.						
I.12 The projected City Council meeting date and subsequent approval for this plat is October 5, 2015.						



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.



OWNERS CERTIFICATE

STATE OF TEXAS}
COUNTY OF ROCKWALL}

WHEREAS, Scott Milder and Leslie Milder, being the owner's of a tract of land in the County of Rockwall, State of Texas, said tract being described as follows:

Part of the Benjamin F. Boydston Survey Abstract NO. 14, situated in the City of Rockwall, Rockwall County, Texas, being all of a tract of land to Scott Milder and Leslie Milder as recorded in Volume 7120, Page 228 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "R.P.L.S. 5034" found for the northeast corner of said Milder tract, and lying on the west right-of-way line of North Goliad Street, also called State Highway Number 205, (a variable width right-of-way);

THENCE South 00 degrees 02 minutes 42 seconds West along the west right-of-way of said North Goliad Street and the east line of said Milder tract, a distance of 133.04 feet to a 5/8 inch iron rod stamped "R.P.L.S. 5430" set for the southeast corner of said Milder tract;

THENCE South 88 degrees 37 minutes 48 seconds West departing the west line of said North Goliad Street and along the south line of said Milder tract, passing a 1/2 inch iron rod stamped "R.P.L.S. 5034" at a distance of 7.50 feet found for the northeast corner of Lot 1, Block A of the Wagner Christensen Addition, an addition to The City of Rockwall as recorded in Cabinet H, Slide 229, Plat Records Rockwall County, Texas, and continuing a total distance of 105.47 feet to a 1/2 inch iron rod stamped "R.P.L.S. 5034" found for the northwest corner of said Wagner Addition, the northeast corner of a tract of land to Carlos Guevara and Monica A. Guevara recorded in Volume 5484, Page 187 Deed Records Rockwall County, Texas and at an angle point on the south line of said Milder tract;

THENCE South 89 degrees 15 minutes 53 seconds West along the north line of said Guevara tract and the south line of said Milder tract, a distance of 110.14 feet to a 3/8 inch iron rod found for the northwest corner of said Guevara tract, the southwest corner of said Milder tract and lying on the east line of North Alamo Street (a called 45 feet wide right-of-way);

THENCE North 00 degrees 14 minutes 21 seconds East along the east line of said Alamo Street and the west line of said Milder tract, a distance of 138.19 feet to 1/2 inch iron rod found for the northwest corner of said Milder tract and for the southwest corner of a tract of land to Kimberlee Wylie recorded in Volume 3324, Page 196 Deed Records Rockwall County, Texas ;

THENCE South 89 degrees 13 minutes 43 seconds East departing said Alamo Street and along the south line of said Wylie tract a distance of 99.09 feet to 1/2 inch iron rod stamped "R.P.L.S. 5034" found for the southeast corner of said Wylie tract, same being the southwest corner of Lot 1, Block A Double T Ventures Addition, an addition to The City of Rockwall as recorded in Instrument Number 2014000009401 Official Public Records Rockwall County, Texas;

THENCE North 89 degrees 57 minutes 10 seconds East along the south line of said Double T Ventures Addition a distance of 116.02 feet to the POINT OF BEGINNING containing 29,182 square Feet, or 0.670 of an acre of land.

SURVEYORS CERTIFICATE

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

WITNESS UNDER MY HAND THIS THE _____ DAY OF _____, 2015.

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

STATE OF TEXAS:
COUNTY OF KAUFMAN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, BRIAN J. MADDOX, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

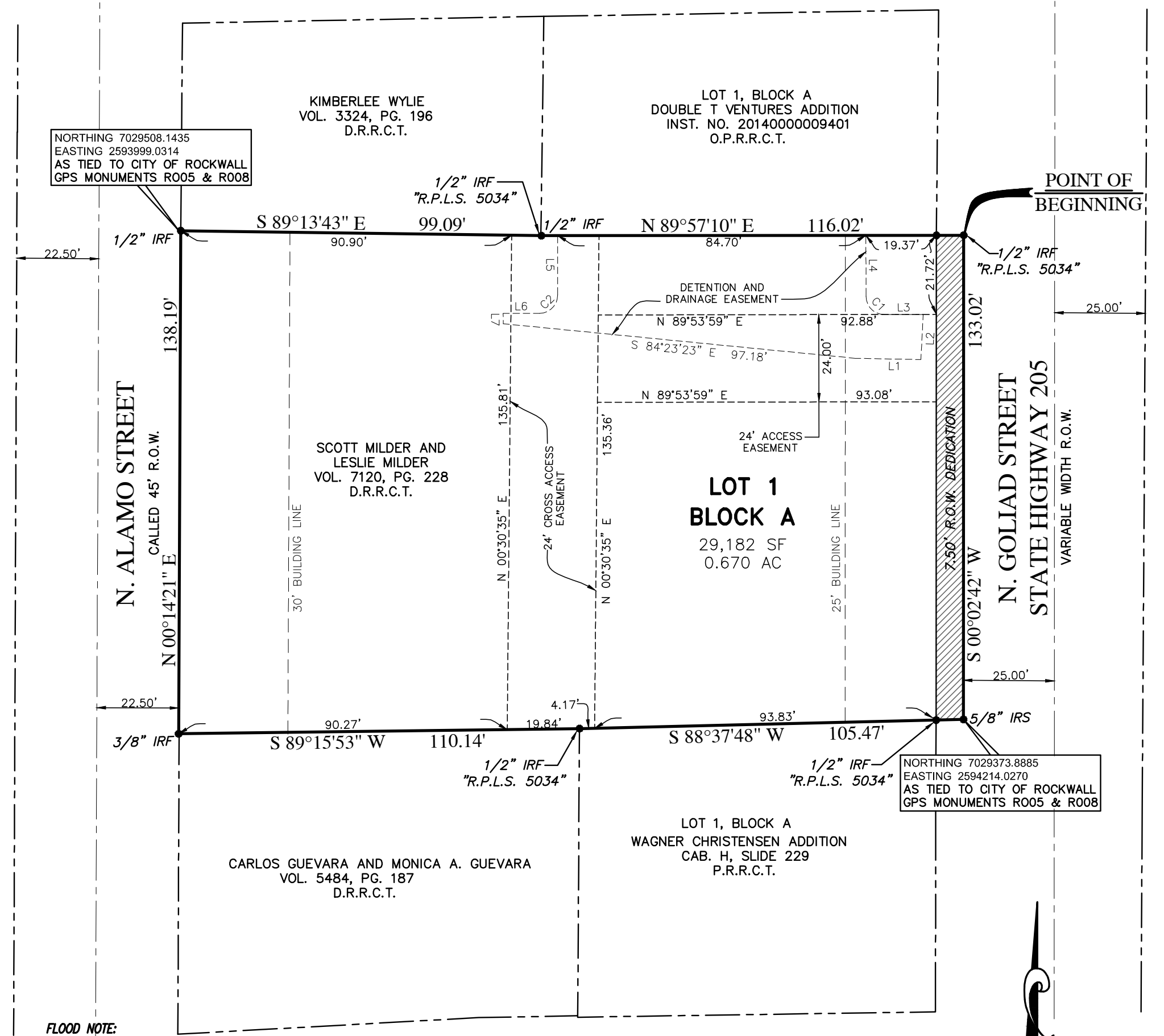
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

LINE	BEARING	DISTANCE
L1	S 88°55'26" E	18.05'
L2	N 02°53'38" E	12.41'
L3	S 89°53'59" W	10.70'
L4	N 00°06'01" W	16.74'
L5	S 00°06'01" E	16.32'
L6	S 89°53'59" W	10.00'
L7	S 00°06'01" E	2.85'

NOTES:

1. THE BASIS OF BEARING AND ELEVATION DATUM FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE (4202), GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON SITE AND REFERENCED TO THE CITY OF ROCKWALL GPS MONUMENT NETWORK.
2. ALL CORNERS ARE 5/8" IRON RODS WITH CAP STAMPED "R.P.L.S. 5430" UNLESS OTHERWISE SHOWN.



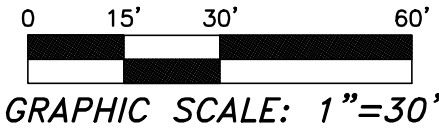
FLOOD NOTE:

1. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE ROCKWALL COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 48397C0030 L, MAP REVISED, SEPTEMBER 26, 2008, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).
2. ZONE "X"(OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
3. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

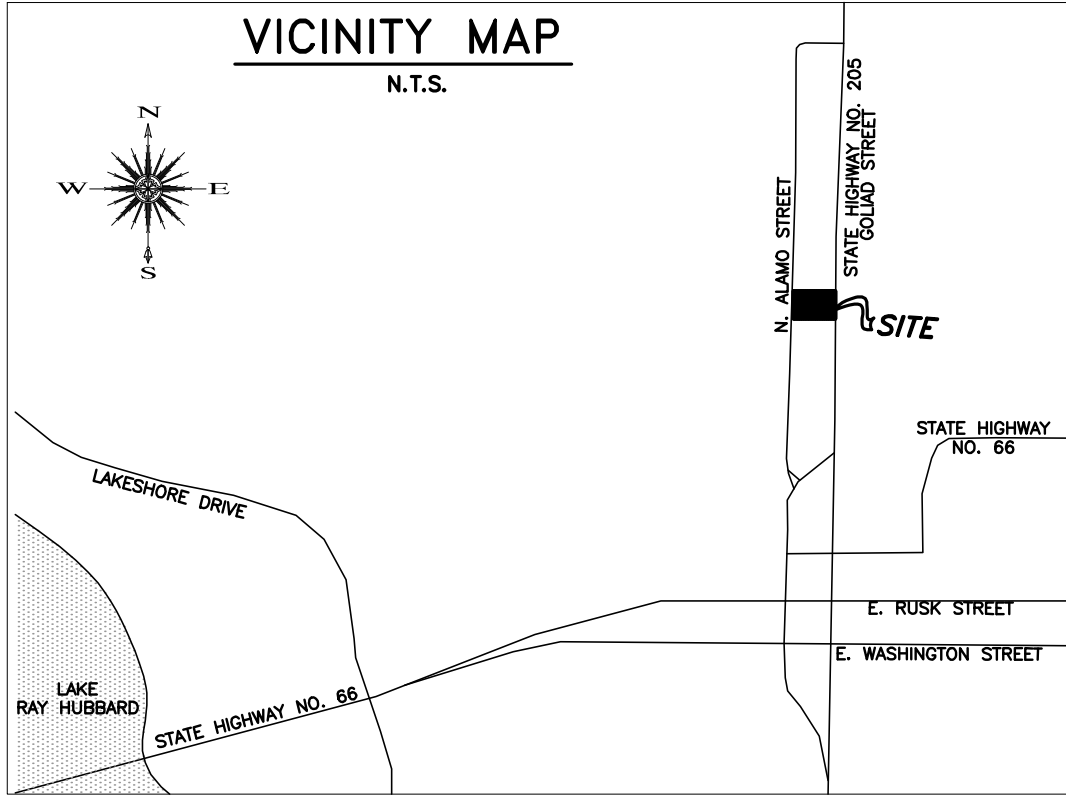
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5.00'	90°00'00"	7.85'	N 45°06'01" W	7.07'
C2	5.00'	90°00'00"	7.85'	S 44°53'59" W	7.07'

Legend of Symbols & Abbreviations

IRF = IRON ROD FOUND
IRS = IRON ROD SET
R.O.W. = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
U.E. = UTILITY EASEMENT
DOC = DOCUMENT
VOL. = VOLUME
PG. = PAGE
CAB. = CABINET



VICINITY MAP
N.T.S.



RECOMMENDED FOR FINAL APPROVAL

Chairman, Planning & Zoning Commission _____ Date _____

I hereby certify that the above and foregoing plat of Our House Addition, Lot 1, Block A to the City of Rockwall, Texas was approved by the Mayor of the City of Rockwall on the _____ day of _____, 2015.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of Rockwall.

Witness my hand this the _____ day of _____, 2015.

Mayor, City of Rockwall _____ Date _____ City Secretary, City of Rockwall _____ Date _____

City Engineer, City of Rockwall _____ Date _____

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS}
COUNTY OF ROCKWALL}

We, Scott Milder and Leslie Milder, the owners of the land shown on this plat, and designated herein as Lot 1, Block A, Our House Addition, an addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed.

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

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

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

Scott Milder _____ Date _____
Leslie Milder _____ Date _____

STATE OF TEXAS
COUNTY OF ROCKWALL
Before me, the undersigned authority, on this day personally appeared Scott Milder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

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

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS
COUNTY OF ROCKWALL
Before me, the undersigned authority, on this day personally appeared Leslie Milder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

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

Notary Public in and for the State of Texas

My Commission Expires: _____

REPLAT
OUR HOUSE ADDITION
LOT 1, BLOCK A

BEING A REPLAT OF BLOCKS 24A & 24C, AMMICK ADDITION
BEING 0.75 ACRES
SITUATED IN THE
BENJAMIN F. BOYDSTON SURVEY ABSTRACT NO. 14
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER:
SCOTT MILDER AND
LESLIE MILDER
830 Shores Blvd.
Rockwall, Texas 75087

SURVEYOR:

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

ENGINEER:
DOUPHRATE & ASSOCIATES, INC.

ENGINEERING • PROJECT MANAGEMENT
2235 RIDGE RD., # 200
ROCKWALL, TEXAS 75087
PHONE: (972)771-9004
FAX: (972)771-9005

August 31, 2015

1"=30'

Sheet 1 of 1 (P2015-036)

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MEMORANDUM

TO: Rick Crowley, City Manager

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

DATE: October 2, 2015

SUBJECT: Facilities Agreement – Springhill Suites Development

Staff received a request from Mr. Tom Kirkland of Tekmak Development Company to delay the construction of Harbor Heights Drive between Shoreline Drive and Lakefront Trail. The construction of this roadway is a requirement of this development.

Mr. Kirkland has requested the delay due to the cost of construction at this time. The attached Facilities Agreement has been prepared to allow the requested delay with restrictions. The construction could be delayed until the commencement of any construction/development of the property adjacent to the Cinemark Theater (known as Lot 7, Block A, Harbor-Rockwall Addition) or 36 months from the date of execution of this Facilities Agreement whichever occurs first. Should the Developer fail to comply with those restrictions, the Hotel Motel Tax Rebate could be denied and eliminated.

Staff requests City Council consideration to delay the construction of Harbor Heights Drive between Shoreline Drive and Lakefront Trail as a part of the Springhill Suites Development in accordance with the conditions established in the Facilities Agreement.

TMT:em

Attachment

Cc:

Mary Smith, Assistant City Manager
Brad Griggs, Assistant City Manager
Ryan Miller, Director of Planning
Amy Williams, P.E., Assistant City Engineer
File

STATE OF TEXAS)

COUNTY OF ROCKWALL)

CITY OF ROCKWALL)

FACILITY AGREEMENT

This Agreement is entered into on the *5th* day of *October, 2015*, by and between the ***City of Rockwall, Texas*** (the *City*) and ***Tekmak Development Company***, (the *Developer*).

WITNESSETH:

Section 1. That in consideration of the delay for the construction of a 24-foot reinforced, concrete roadway (*Harbor Heights Drive*) -- which is depicted in *Exhibit 'A'* of this agreement -- to serve the property along 2601 Lakefront Trail located in Rockwall, Texas, the *City* and the *Developer* agree to the following:

The *Developer* agrees to the following:

- (a) The *Developer* agrees to construct the 24-foot reinforced concrete roadway (*Harbor Heights Drive*) between *Shoreline Drive* and *Lakefront Trail*.
- (b) The *Developer* agrees to fund the entire construction of this roadway.
- (c) Failure to comply with the established timeframes stated in *Section 2(a.)* of this agreement will result in the loss of the *Hotel/Motel Tax Rebate*.

Section 2. The *City* agrees to the following:

- (a) The *City* agrees to allow the construction of the 24-foot reinforced, concrete roadway (*Harbor Heights Drive*) to be delayed until either:
 - 1) The commencement of any construction/development on the property identified as *Lot 7, Block A, The Harbor – Rockwall Addition* (depicted in *Exhibit 'B'* of this ordinance), or
 - 2) The expiration of 36 months from the date of execution of this *Facilities Agreement* (i.e. October 4, 2018), whichever occurs first.

Section 3. Nothing contained herein shall be considered as a waiver of the provisions of the City's Comprehensive Zoning Ordinance and subdivision regulations as the case may be.

Section 4. Severability Clause. If any section or provisions of this Ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation, or circumstance, and the City Council

declares that it would have adopted the valid portions and applications of the Ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

Section 5. Venue for this agreement shall be in Rockwall County, Texas.

Section 6. Notice of this Agreement shall be in writing and addressed to the following:

*ATTN: City Manager
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087*

*ATTN: Tom Kirkland
10000 N. Central Expressway
Dallas, Texas 75231*

SIGNED ON THE DATE FIRST ABOVE WRITTEN.

CITY OF ROCKWALL

By: _____
Rick Crowley
City Manager

DEVELOPER

By: _____
Tom Kirkland
Tekmak Development Company

ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF ROCKWALL)

CITY OF ROCKWALL)

BEFORE ME, the undersigned authority, on this day Personally appeared, Tom Kirkland, the _____ of the Tekmak Development Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing Agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said County,

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires:

STATE OF TEXAS)

COUNTY OF ROCKWALL)

CITY OF ROCKWALL)

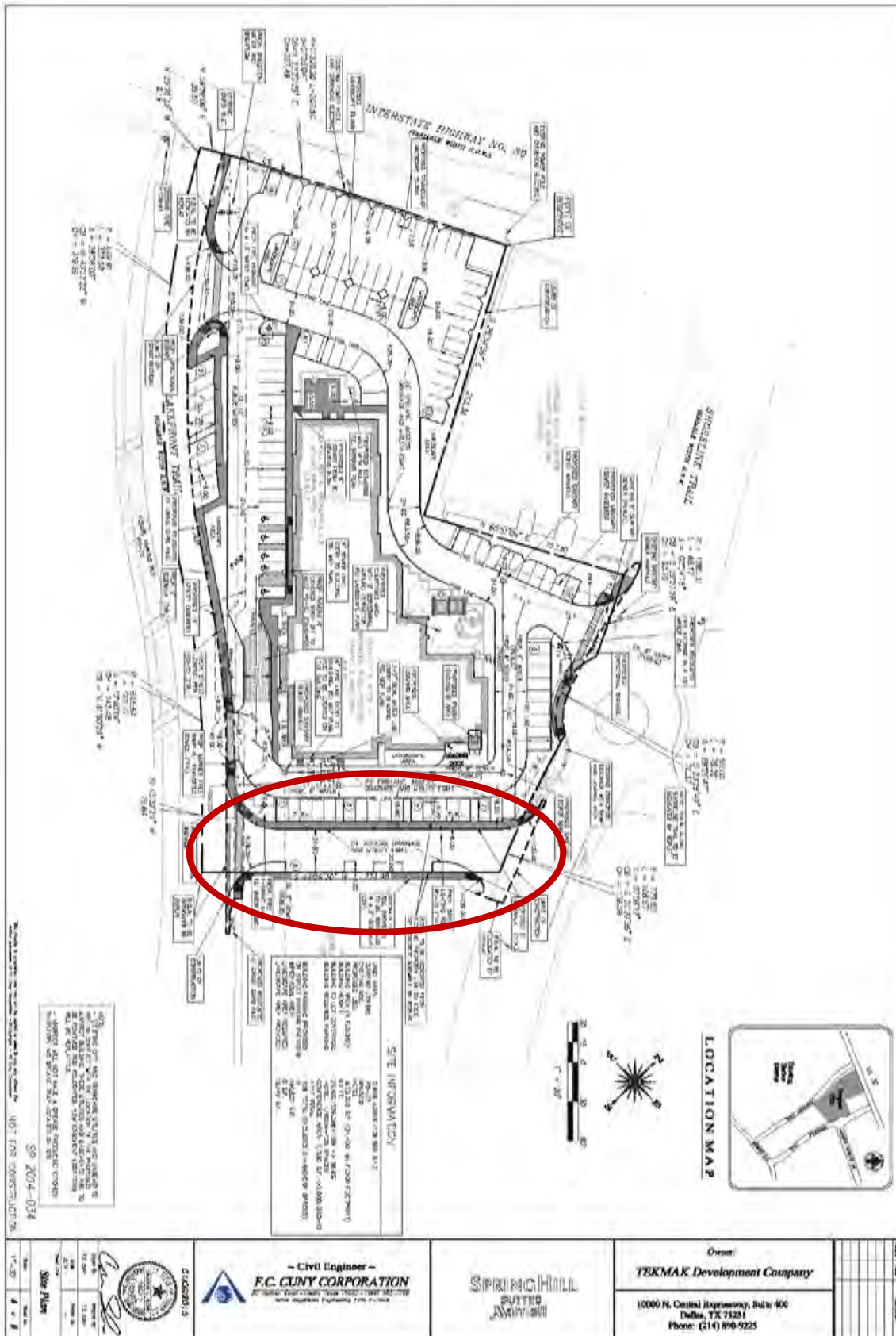
BEFORE ME, the undersigned authority, on this day Personally appeared, Rick Crowley, City of Rockwall City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing Agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said County,

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 2015.

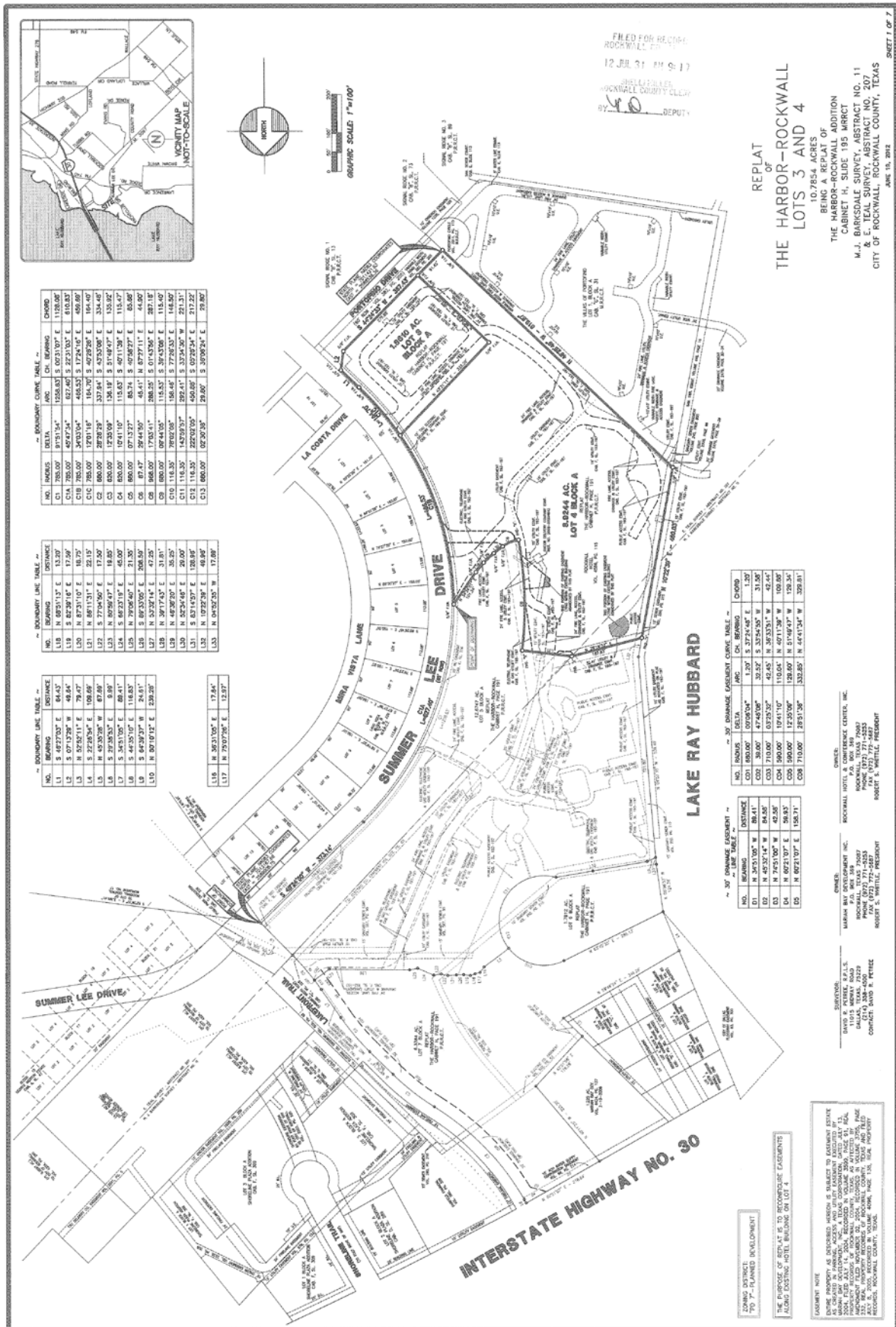
Notary Public in and for the State of Texas

My Commission Expires:

Exhibit 'A'
Harbor Heights Drive
 (Depicted in RED)



Lot 7, Block A, The Harbor - Rockwall



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City of Rockwall
The New Horizon

MEMORANDUM

TO: Mayor and Council

FROM: Joey Boyd, Director of Internal Operations

DATE: October 1, 2015

SUBJECT: Contract with Meals On Wheels Senior Services

As part of the budget process, Margie VerHagen, Executive Director of Meals On Wheels Senior Services, requested funding for nutritional / senior service programs provided in Rockwall.

Meals On Wheel's request of \$30,000 was approved in the operating budget for this fiscal year. Attached for the Council's review is a contract with Meals On Wheels for 2015-2016.

The City Council is asked to consider the proposed contract and authorize the City Manager to enter into an agreement with Meals On Wheels Senior Services for nutritional and senior service programs in the City of Rockwall.

**AGREEMENT FOR NUTRITIONAL PROGRAMS
FOR THE ELDERLY AND DISABLED**

STATE OF TEXAS §
COUNTY OF ROCKWALL § **KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT is entered into by the **CITY OF ROCKWALL, COUNTY OF ROCKWALL, TEXAS (hereinafter referred to as "City")**, a municipal corporation, acting by and through Rick Crowley, City Manager, its duly authorized representative and **MEALS ON WHEELS SENIOR SERVICES, a nonprofit Texas corporation**, acting by and through Margie VerHagen, its duly authorized representative. The parties do hereby covenant and agree as follows:

Section 1. Grant. For and in consideration of compliance by Meals On Wheels Senior Services with covenants and conditions herein set forth, and the ordinances and regulations of the City, the City hereby contracts with Meals On Wheels Senior Services to provide certain nutritional programs to the elderly and disabled within the corporate limits of the City.

Meals On Wheels Senior Services shall conduct operations in accordance with all federal, state and local laws that exist at the time of the execution of this agreement and any additional laws, regulations, or requirements that may become effective during the term of this agreement. In addition, Meals On Wheels Senior Services agrees to conduct operations in accordance with the description of services outlined in Attachment "A" attached hereto and made a part hereof for all purposes. Meals On Wheels Senior Services shall be responsible for obtaining any permits or licenses required to fulfill its obligations under this agreement.

Section 2. Payment. City agrees to pay Meals On Wheels Senior Services the sum of **Thirty Thousand Dollars and No/Cents (\$30,000.00)** for the provision of certain nutritional / service programs to the elderly and disabled. Said payments shall be made on the following dates: **December 31, 2015 for 1st Quarter, March 31, 2016 for 2nd Quarter, June 30, 2016 for 3rd Quarter, and September 30, 2016 for 4th Quarter Upon Receiving a Quarterly Report and Invoice.**

Section 3. Term. This agreement is to take effect and continue and remain in full force and effect for a period to expire on September 30, 2016.

Section 4. Scope and Nature of Operation. It is expressly agreed and understood that Meals On Wheels Senior Services shall provide the services as outlined in Attachment "A" continuously during the contract period.

Section 5. Surety and Cancellation. If at any time, the City Council determines that Meals On Wheels Senior Services has failed to perform, or performed in an unacceptable manner, any of the terms, covenants or conditions herein set forth, the City may revoke and cancel this agreement. The City Council shall be the sole judge of whether Meals On Wheels Senior Services has failed to perform. Meals On Wheels Senior Services shall be given written notice at least 10 days prior to consideration by the City Council of such action. Should the City Council revoke this agreement, Meals On Wheels Senior Services shall be responsible for reimbursing the City on a pro-rata basis any unearned funds paid by the City.

Section 6. Complaint Handling by Meals On Wheels Senior Services. Meals On Wheels Senior Services shall, at its own expense, provide a locally accessible telephone number and will answer calls from 8:00 a.m. until 5:00 p.m. daily, Monday through Friday, excluding such holidays as may be approved by the City, for the purpose of handling complaints and other calls regarding services provided by Meals On Wheels Senior Services. Meals On Wheels Senior Services shall maintain a log of all complaints and disposition of the complaints. This log shall be submitted to the City on a monthly basis. All complaints shall be given prompt and courteous attention and when possible, shall be resolved within a 24-hour period.

Section 7. Vehicular Identification. There are no vehicle identification requirements at this time. Provided that such markings or identification becomes necessary during the term of this agreement, the parties agree to implement such markings, and if so, will be the responsibility of Meals On Wheels Senior Services.

Section 8. Reporting. Meals On Wheels Senior Services shall provide quarterly reports to the City detailing the following:

Nutritional Programs for the Elderly and Disabled

- a. Number of users – average daily and monthly totals
- b. Type of services provided
- c. Complaint logs

Section 9. Books and Records. Meals On Wheels Senior Services agrees to maintain adequate books and records relating to their performance under the provisions of the Agreement. The City may request from Meals On Wheels Senior Services specific periodic reports containing information deemed necessary by the City. The records of Meals On Wheels Senior Services applicable to the performance of this agreement shall and will be available when wanted for inspection by the City at any time during normal working hours upon 10 days written request.

Section 10. Indemnification Insurance. Meals On Wheels Senior Services assumes risk of loss or injury to property or persons arising from any of its operations under this agreement and agrees to indemnify and hold harmless the City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees, arising from any such loss or injury. It is expressly understood that the foregoing provisions shall not in any way limit the liability of Meals On Wheels Senior Services. Meals On Wheels Senior Services shall require that all drivers carry at all times, in the vehicle, insurance certificates of financial responsibility.

Section 11. Assignment. No assignment, transfer, subletting, conveyance or disposition of this agreement or any right occurring under it shall be made in whole or in part by Meals On Wheels Senior Services without the prior written consent of the City Council. In the event Meals On Wheels Senior Services assigns, transfers, sublets, conveys, or disposes of this agreement without the prior consent of the City Council, the City may, at its discretion, terminate this agreement.

Section 12. Venue. This agreement shall be considered consummated in Rockwall County, Texas. All actions brought hereunder shall be brought in Rockwall County, Texas.

MEALS ON WHEELS SENIOR SERVICES

Marge VerHagen, Executive Director

Date

ATTACHMENT A

Nutritional / Service Programs

Nutritional Programs

Title III

C-1 Congregate Meals

- Clients over 60 years old receive nutritious meals at a Senior Center.
- Meals should provide 1/3 of the RDA nutrition requirements.
- Meals are served a minimum of 250 days a year.

C-2 Home Delivered Meals

- Meals delivered to eligible homebound seniors due to physical or health reasons.
- Meals should provide 1/3 of the RDA nutrition requirements.
- Meals are delivered a minimum of 250 days a year.

Title IXX and XX

To provide nutritious meals to those who are handicapped or disabled (of any age) and home bound.

- Meals should provide 1/3 of the RDA nutrition requirements.
- Meals are delivered a minimum of 250 days a year as needed.

General Senior Services

Information and educational seminars and symposiums will be sponsored by Meals On Wheels Senior Services concerning benefits counseling, prescription drugs, senior health, training sessions, caregiver support and information, referrals, social events as venues for information and education exchange, ombudsman services, entitlement programs and senior issues, i.e. Medicare/Medicaid information and pharmaceutical assistance, and emergency food bags in the winter.

ATTACHMENT B

Holidays

The following are closure days for which Meals On Wheels Senior Services will not be providing services but will render services the following working day:

Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King, Jr. Holiday

Memorial Day

July 4th

Labor Day

Bad Weather days as determined by Meals On Wheels Senior Services pending weather reports and street conditions.

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MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Kristy Cole, Assistant to the City Manager / City Secretary

DATE: October 2, 2015

SUBJECT: Ambulance-related ordinance

In recent weeks, Council has had extensive discussions concerning what is essentially an “exclusivity” ordinance provision that has been in place in the City of Rockwall for some time now and is related to non-emergency ambulance transports. After lengthy discussion at the Sept. 21st meeting, Council provided direction to the city attorney to draft an ordinance for consideration to essentially repeal the (non-emergency transport) exclusivity provisions, effective Nov. 1st, while, at the same time not placing additional regulations on non-emergency ambulance service providers operating in the city beyond those which the State of Texas already imposes via state licensing. Included in your informational packet for consideration is a draft of this ordinance, which staff believes accomplishes the expressed desires of Council.

CITY OF ROCKWALL

ORDINANCE NO. 15-__

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, AMENDING CHAPTER 12, ARTICLE XII, SECTION 12 BY ADDING AND AMENDING SECTIONS 12-1250 THROUGH 12-1253 OF THE CODE OF ORDINANCES, REGULATING AMBULANCE SERVICES IN THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Rockwall (the "City"), a Home Rule City and by State law and City Charter is permitted to establish ordinances to protect the health, safety and general welfare of its residents; and

WHEREAS, the City is a member of the "Sponsoring Local Governments" that established the County of Rockwall Emergency Services Corporation ("ESC") to contract with a provider to provide exclusive emergency ambulance service; and

WHEREAS, the City's current ordinance also provides for exclusive use by the ESC contractor for non-emergency ambulance transports, even though most of the other Sponsoring Local Governments do not require exclusive use of the ESC contractor for non-emergency ambulance transports; and

WHEREAS, the City Council continues to encourage the use of ESC contractor for non-emergency ambulance transports but the Council has determined that allowing residents and health care businesses to utilize their choice for non-emergency transports is necessary to protect the health, safety and general welfare of its residents;

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

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. AMENDMENT. Chapter 12, Article XII, Sections 12-1250 to 12-1253 are hereby amended to Chapter 12 and should read as follows:

ARTICLE XII. AMBULANCE SERVICE

- **Sec. 12-1250. - Definitions.**

- **Ambulance.** Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- **Emergency Ambulance Services.** The operation of an ambulance for transportation in response to a 9-1-1 call to transport a sick or injured person in an ambulance after the sudden onset of a medical condition manifesting itself by acute symptoms of such severity that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ.
- **Non-Emergency Ambulance Services.** The operation of an ambulance for any purpose other than providing emergency ambulance services.

• **Sec. 12-1251. - Contract required.**

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

• **Sec. 12-1252. - Applicability.**

• The provisions of section 12-1251 shall not apply to:

- A. Rendering assistance to patients in the case of a major catastrophe or emergency with which the contractor's ambulances or approved franchises are insufficient or unable to cope with the major catastrophe or emergency;
- B. Transporting a patient picked up outside of the county, traveling through the city to a destination outside of the county.

Sec. 12-1253. Non-Emergency Ambulance Service.

It shall be unlawful for any person to furnish, operate or otherwise engage in the operation of non-emergency ambulance transfer service from a point originating and ending within the streets of the City without a license or certification as an emergency medical services provider issued by the State of Texas.

SECTION 3 REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4 SEVERABILITY.

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

SECTION 5 SAVINGS CLAUSE.

All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed. The balance of such ordinance is hereby saved from repeal.

SECTION 6. EFFECTIVE DATE. The Ordinance shall become effective on November 1, 2015 following its publication in the local newspaper as required by the Texas Local Government Code.

PASSED AND APPROVED BY THE CITY COUNCIL OF ROCKWALL TEXAS, this ____
_____ day of September, 2015.

Jim Pruitt, Mayor

ATTEST:

Kristy A Cole, City Secretary

APPROVED AS TO FORM:

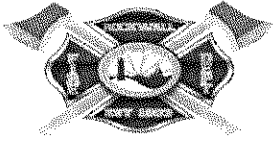
Frank J. Garza, City Attorney

1st Reading:

2nd Reading:

DRAFT

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City of Rockwall
The New Horizon

CALLS BY TYPE
AUGUST 2015

CITY	AUGUST	COUNTY/MUTUAL AID	AUGUST
Situation Type		Situation Type	#
111 Building fire	1	111 Building fire	1
118 Trash or rubbish fire, contained	2	Total	1
130 OTHER-Mobile property (vehicle) fire	1		
131 Passenger vehicle fire (cars, pickups, SUV's)	1		
132 Road freight or transport vehicle fire (Commercial Vehicles)	1		
143 Grass fire	4		
150 OTHER Outside rubbish fire	0		
151 Outside rubbish, trash or waste fire	2		
251 Excessive heat, scorch burns with no ignition	1		
321 EMS call, excluding vehicle accident with injury	1		
322 Motor vehicle accident with injuries	5		
324 Motor vehicle accident with no injuries.	4		
342 Search for person in water	1		
352 Extrication of victim(s) from vehicle	1		
365 Watercraft rescue	1		
411 Gasoline or other flammable liquid spill	1		
412 Gas leak (natural gas or LPG)	6		
440 Electrical wiring/equipment problem, other	2		
442 Overheated motor	1		
445 Arcing, shorted electrical equipment	3		
511 Lock-out	1		
550 Public service assistance, other	1		
551 Assist police or other governmental agency	5		
553 Public service	4		
556 Public service - Non paged	10		
600 Good intent call, other	3		
611 Dispatched & canceled en route	2		
622 No incident found on arrival at dispatch address	3		
651 Smoke scare, odor of smoke	1		
671 HazMat release investigation w/no HazMat	1		
733 Smoke detector activation due to malfunction	1		
735 Alarm system sounded due to malfunction	3		
740 Unintentional transmission of alarm, other	1		
743 Smoke detector activation, no fire - unintentional	4		
744 Detector activation, no fire - unintentional	1		
745 Alarm system activation, no fire - unintentional	12		
746 Carbon monoxide detector activation, no CO	1		
Totals:	93		

CITY RESPONSE
AUGUST 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 %	32 of 34	CRITERIA MET %	2 of 3
CRITERIA -ACHIEVE RESPONSE TIME	94.12%	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 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 %	33 of 34	CRITERIA MET %	3 of 3
CRITERIA -ACHIEVE RESPONSE TIME	97.00%	CRITERIA -ACHIEVE RESPONSE TIME	100%
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%	33 of 34	CRITERIA MET%	3 of 3
CRITERIA -ACHIEVE RESPONSE TIME	97.00%	CRITERIA -ACHIEVE RESPONSE TIME	100%
90% OF TIME IN BOXES WITH	criteria met	60% OF TIME IN BOXES WITH	criteria met
STATIONS		STATIONS	

CITY CALLS WITH OVERAGES
AUGUST 2015
PAGED TO ENROUTE

Venue	Alarm Date	Alarm Time	Enroute Time	paged to enroute	Arrival Time	enroute to arrival	Response Time	Inc. Number	Fire Incident Station	Lights and Sirens	Apparatus	REASON FOR OVERAGES
Rockwall	08/23/2015	09:06:48	09:08:38	0:01:50	09:11:40	0:03:02	0:04:52	2015-00000734	Rockwall 3	Code 3	E3	CAD times don't match radio times
Rockwall	08/17/2015	18:10:44	18:12:23	0:01:39	18:14:10	0:01:47	0:03:26	2015-00000716	Rockwall 1	Code 3	E4	Response to area without station
Rockwall	08/03/2015	17:22:42	17:24:16	0:01:34	17:27:18	0:03:02	0:04:36	2015-00000664	Rockwall 3	Code 3	BT4	CAD times don't match radio times

CITY CALLS WITH OVERAGES

ARRIVAL

AUGUST 2015

<u>Venue</u>	<u>Alarm Date</u>	<u>Alarm Time</u>	<u>Enroute Time</u>	<u>Arrival Time</u>	<u>enroute to arrival</u>	<u>Inc. Number</u>	<u>Fire Incident Station</u>	<u>Lights and Sirens</u>	<u>Apparatus</u>	<u>REASON FOR OVERAGES</u>
Rockwall	08/21/2015	09:45:33	9:45:37	9:55:28	0:09:51	2015-00000731	Rockwall 4	Code 3	BT4	unable to locate

CITY CALLS WITH OVERAGES
RESPONSE TIMES
AUGUST 2015

<u>Venue</u>	<u>Alarm Date</u>	<u>Alarm Time</u>	<u>Enroute Time</u>	<u>Arrival Time</u>	<u>Response Time</u>	<u>Inc. Number</u>	<u>Fire Incident Station</u>	<u>Lights and Sirens</u>	<u>Apparatus</u>	<u>REASON FOR OVERAGES</u>
Rockwall	08/21/2015	09:45:33	9:45:37	9:55:28	0:09:55	2015-00000731	Rockwall 4	Code 3	BT4	unable to locate

COUNTY AND MUTUAL AID
RESPONSE
AUGUST 2015

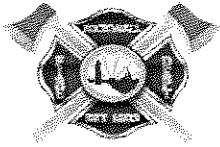
COUNTY/MUTUAL	
ENROUTE	STATIONS 1,2,3, AND 4 TO BOXES WITHOUT STATIONS
0- 1 1/2 MINUTES	
CRITERIA MET %	1 of 1
CRITERIA -ACHIEVE RESPONSE TIME	100.00%
60% OF TIME IN BOXES WITH	criteria met
STATIONS	
ARRIVAL	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0 - 10 MINUTES	
CRITERIA MET %	1 of 1
CRITERIA -ACHIEVE RESPONSE TIME	100.00%
60% OF TIME IN BOXES WITH	criteria met
STATIONS	
RESPONSE	STATIONS 1,2,3 and 4 TO BOXES WITHOUT STATIONS
0-11 1/2 MINUTES	
CRITERIA MET%	1 of 1
CRITERIA -ACHIEVE RESPONSE TIME	100.00%
60% OF TIME IN BOXES WITH	criteria met
STATIONS	

To: Chief Poindexter
From: BC Merritt
Re: 206 Storrs Rockwall Nursing Care Center
Date: August 6, 2015

We responded to a report of a 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 TV inside the room was on fire. Upon entry into the room the firefighter found that the TV had been extinguished by a staff member with a fire extinguisher however there was a significant amount of smoke throughout a majority of the building. All patients in the building with the exception of the Alzheimer's wing were evacuated from the building due to the smoke which had spread throughout the building. 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
On Scene time:	L-1 21:59.44
	817 22:01.39
	E-3 22:02.00
	810 22:02.52
	E-4 22:03.00
	L-2 22.03 59
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
27 patients evacuated:	22:19.16
35 patients were left sheltered in place:	22:34.24
840 on scene:	22:35.03
841 on scene:	23:12.11
17 patients relocated to Lake Pointe	00:47.44

Total personnel on scene: 2 Chiefs, 7 on duty personnel, 1 full time off duty, 13 Volunteers, 2 Fire Investigators.



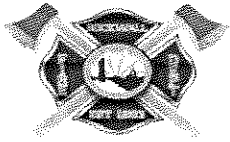
Total Dollar Losses

August 2015



City of Rockwall
The New Frontier

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$3,000.00	\$293,088.00	\$0.00	\$547,930.24	\$257,560.00
Total Content Loss:	\$1,500.00	\$175,902.80	\$30,000.00	\$356,695.60	\$91,846.00
Total Property Pre-Incident Value:	\$7,965,432.90	\$172,290.00	\$0.00	\$9,217,325.40	\$315,730.00
Total Contents Pre-Incident Value	\$4,779,259.70	\$103,374.00	\$0.00	\$5,588,315.70	\$187,944.00
Total Losses:	\$4,500.00	\$468,990.80	\$30,000.00	\$904,625.84	\$4,500.00
Total Value:	\$12,744,692.60	\$275,664.00	\$0.00	\$14,805,641.10	\$503,674.00



CALLS BY TYPE - AUGUST 2015



Alarm Calls	August
733 Smoke detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	3
740 Unintentional transmission of alarm, other	1
743 Smoke detector activation, no fire - unintentional	4
744 Detector activation, no fire - unintentional	1
745 Alarm system activation, no fire - unintentional	12
746 Carbon monoxide detector activation, no CO	1
Total:	23



Fire Permit Listing



City of Rockwall
The New Frontier

Print Date/Time: 09/21/2015 08:59
Login ID: rck\lbrewer
Permit Type: All
Permit Number From/To: All

From Application Date: 8/1/2015
Thru Application Date: 8/31/2015
Permit Status: All

Rockwall Fire Department
FDID Number: TX504
Inspector: All

Permit Number	Application Date	Applicant	Location	Permit Type	Status	Status Date
1695	08/04/2015	Platinum Storage	1245 SH276 , TX	Temp Aboveground tank	Approved	08/04/2015
1696	08/04/2015	Remax Landmark	2850 SHORELINE TRL 101 ROCKWALL, TX 75032	Overhead-Sprinkler	Approved	08/05/2015
1697	08/10/2015	Spine Team Texas Surgery Center	3140 HORIZON RD 100 ROCKWALL, TX 75032	Doors-Access Control	Approved	08/19/2015
1698	08/12/2015	Coldwell Banker	3018 RIDGE RD 130 ROCKWALL, TX 75032	Fire Alarm	Approved	08/20/2015
1699	08/14/2015	Lakepointe Church	701 E I 30 ROCKWALL, TX 75087	Doors-Access Control	Approved	08/20/2015
1700	08/24/2015	Platinum Storage	1245 SH276 , TX	Underground-Sprinkler	Approved	08/26/2015
1701	08/24/2015	Raceway	2003 S GOLIAD ST ROCKWALL, TX 75087	UST Removal	Approved	08/25/2015
1705	08/31/2015	Eyecare and Laser Management of Rockwall	810 ROCKWALL PKWY ROCKWALL, TX 75032	Underground-Sprinkler	Submitted	09/17/2015
Total Number of Permits:		8				



Fire Investigation Status Summary



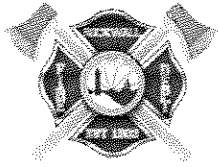
City of Rockwall
The New Frontier

Print Date/Time: 09/21/2015 08:57
Login ID: rck\lbrewer
Status: All

From Date: 08/01/2015
To Date: 08/31/2015
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 crimel incident		1
	Total Admin Closed- no crimel incident :	1
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 :	2



Inspection Status Summary Report



City of Rockwall
The New Frontier

Print Date/Time: 09/21/2015 08:55
Login ID: rck\lbrewer
Inspection Type: *All

From Date: 08/01/2015
To Date: 08/31/2015
Inspection Status: *All

Rockwall Fire Department
FDID Number: TX504
Inspected By: *All

Status	Inspection Type	Total Number of Inspections
Finaled	Access Control Doors	2
	Annual	2
	Certificate of Occupancy	14
	Construction Final	6
	Courtesy	10
	Fire Alarm System	5
	Fire Spinkler System	2
	Follow Up	5
	Foster Care / Adoption	1
	Knox Box	1
	Tanks-AST	2
Total Finaled :		50
Pending	Annual	5
	Certificate of Occupancy	7
	Construction Final	11
	Fire Alarm System	9
	Fire Spinkler System	9
	Follow Up	2
	Underground Fire Line	2
Total Pending :		45
Total :		95

City of Rockwall
Project Routing Report By Date Sent (then by project)
For the Period 8/1/2015 thru 8/31/2015

Project #	Appl. Date Project Type	Aging	Address Description	Status Owner Name	Plan Review Detail		
					Contact Review Type	Date Sent Date Due	Completed Status
SP2015-016	07/17/2015 SITE PLAN	66	JOHN KING BLVD		Ariana Hargrove FIRE	08/04/2015 08/11/2015	08/04/2015 APPROVED
MIS2015-004	08/04/2015 MISCELLANEOUS	48	142 RENEE DR		Ariana Hargrove FIRE	08/05/2015 08/12/2015	08/05/2015 COMMENTS
E2015-016	05/07/2015 ENGINEERING	137	1950 N GOLIAD ST		Ariana Hargrove Engineering: Fire	08/20/2015 09/03/2015	08/20/2015 APPROVED
MIS2015-005	08/19/2015 MISCELLANEOUS	33	713 Hartman Street		Ariana Hargrove Fire Department	08/19/2015 08/24/2015	08/19/2015 APPROVED
E2015-024	08/11/2015 ENGINEERING	41	803 N GOLIAD		Ariana Hargrove ENG - FIRE	08/11/2015 08/25/2015	08/17/2015 APPROVED
E2015-025	08/24/2015 ENGINEERING	28	JOHN KING BLVD		Ariana Hargrove ENG - FIRE	08/24/2015 09/07/2015	08/26/2015 APPROVED
P2015-034	08/04/2015 PLAT	48	1010 S RIDGE RD		Ariana Hargrove FIRE	08/04/2015 08/11/2015	08/07/2015 APPROVED
SP2015-019	08/14/2015 SITE PLAN	38	715 W RUSK		Ariana Hargrove FIRE	08/14/2015 08/21/2015	08/19/2015 APPROVED
SP2015-020	08/14/2015 SITE PLAN	38	3011 N GOLIAD ST		Ariana Hargrove FIRE	08/14/2015 08/21/2015	08/19/2015 COMMENTS
P2015-035	08/14/2015 PLAT	38	801 E I30		Ariana Hargrove FIRE	08/14/2015 08/21/2015	08/19/2015 APPROVED

Permit Routing Report By Date Sent (then by permit)
For the Period 8/1/2015 thru 8/31/2015

Permit #	Appl. Date	Aging	Address	Owner Name	Plan Review Detail					
	Permit Type		Description		Contact	Review Type	Status	Date Sent	Date Due	Completed
BLD2015-113	08/03/15	49	104 S GOLIAD	MASONIC, LODGE	Ariana Hargrove	FIRE 972-772-6431		08/03/15	08/13/15	
	COMM		MASSONIC LODGE 6' WROGUHT IRON FENCE TO BLOCK A/C UNIT							
BLD2015-115	08/04/15	48	2601 Lakefront Trail	ROCKWALL, RENTAL PROPERTIES LP	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/04/15	08/14/15	08/14/15
	COMM		Springhill Suites Marriott							
ELE2015-003	08/04/15	48	1615 SCIENCE PLACE	BELLE, HAV/TEX LP	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/05/15	08/15/15	08/07/15
	COMM		L-3 Communications - Replacement Genrator & emergency power							
BLD2015-068	05/22/15	122	1245 SH 276	ROCKWALL, SH205 VENTURE LLC	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/06/15	08/16/15	08/06/15
	COMM		Platinum Storage							
BLD2015-111	07/29/15	54	102 S FIRST	ROCKWALL, COUNTY HELPING HANDS INC	Ariana Hargrove	FIRE 972-772-6431	APPROVED	08/07/15	08/17/15	08/07/15
	COMM		Rockwall Helping hands - remodel							
CO2015-0076	08/07/15	45	2255 Ridge Rd. 150	DAKIER, PARTNERS LTD	Ariana Hargrove	FIRE CO	APPROVED	08/07/15	08/10/15	08/11/15
	CO		Guaranty Bank							
DEM2015-001	08/07/15	45	301 N FANNIN ST	MORROW, TREVA L	Ariana Hargrove	FIRE 972-772-6431		08/07/15	08/17/15	
	COMM		Interior Demo Only							
BLD2015-118	08/11/15	41	1320 Summer Lee Dr	TEMUNOVIC, PARTNERSHIP LTD	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/11/15	08/21/15	08/17/15
	COMM		Lakeside Allergy, ENT -Gregory Young - NEW							
ELE2015-004	08/12/15	40	1320 PALASADES CT	TOMPSETT, GREGORY	Ariana Hargrove	FIRE 972-772-6431		08/12/15	08/22/15	
	COMM		Power Supply for Cable TV							
CO2015-0077	08/13/15	39	2010 INDUSTRIAL 601	ROCKWALL, STEEL CO	Ariana Hargrove	FIRE CO	APPROVED	08/13/15	08/16/15	08/14/15
	CO		ULTRASOUND FLUID TECH SOLUTIONS							
BLD2015-120	08/14/15	38	1350 E WASHINGTON	SOROPTIMIST, INT'L OF ROCKWALL	Ariana Hargrove	FIRE 972-772-6431		08/14/15	08/24/15	
	COMM		INSTALL 36 NEW WINDOWS AT THE SOROPTI8MIST HOSUE							
BLD2015-109	07/24/15	59	6525 FM 3097	ROCKWALL, RENTAL PROPERTIES LP	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/17/15	08/27/15	08/17/15
	COMM		NEW ALLIANCE ADDITION PHASE 2 OFFICE BUILDING							
BLD2015-121	08/17/15	35	1005 MOUNTAIN LAKES DR	D R HORTON HOMES	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/17/15	08/27/15	08/19/15
	COMM		Caruth Lakes - Amenity Center, pavillion & sidewalks							
BLD2015-122	08/17/15	35	1010 W RALPH HALL PKWY 103	ARISTA, OFFICE LP	Ariana Hargrove	FIRE 972-772-6431	APPROVED	08/17/15	08/27/15	08/19/15
	COMM		American Bank Remodel							
BLD2015-122	08/18/15	34	2006 S GOLIAD 228	ROCKWALL, CENTRAL SHOP/CNTR JV	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/18/15	08/28/15	08/19/15
	COMM		Audible Hearing Aid Center							
BLD2015-122	08/18/15	34	2670 S GOLIAD	TRANSAM, TRUCKING	Ariana Hargrove	FIRE 972-772-6431	APPROVED	08/18/15	08/28/15	08/19/15
	COMM		TransAm Trucking - Guard Shack							
BLD2015-122	08/18/15	34	3045 N GOLIAD RD 107	PCB, PROPERTIES LLC	Ariana Hargrove	FIRE 972-772-6431	COMMENTS NEEDED	08/18/15	08/28/15	08/19/15
	COMM		Expert Cuts - New Interior finishout							

Permit Routing Report By Date Sent (then by permit)
For the Period 8/1/2015 thru 8/31/2015

Permit #	Appl. Date	Aging	Address	Owner Name	Plan Review Detail					
	Permit Type		Description		Contact	Review Type	Status	Date Sent	Date Due	Completed
CO2015-0078	08/18/15	34	2006 S GOLIAD 228	ROCKWALL, CENTRAL	Ariana	FIRE CO	APPROVED	08/18/15	08/21/15	08/18/15
	CO		Audible Hearing Aid Center	SHOP/CNTR JV	Hargrove					
CO2015-0079	08/18/15	34	3018 Ridge Rd 100	AJ, SQUARED LLC	Ariana	FIRE CO	APPROVED	08/18/15	08/21/15	08/19/15
	CO		Rockwall Heath Endodontics		Hargrove					
ELE2015-004	08/18/15	34	602 WHITE HILLS DR	FIRST, PRESBYTERIAN	Ariana	FIRE	APPROVED	08/18/15	08/28/15	08/19/15
	COMM		First Presbyterian Church - Elec. permit	CHURCH	Hargrove	972-772-6431				
BLD2015-068	05/22/15	122	1245 SH 276	ROCKWALL, SH205	Ariana	FIRE	APPROVED	08/19/15	08/29/15	08/19/15
	COMM		Platinum Storage	VENTURE LLC	Hargrove	972-772-6431				
BLD2015-104	07/17/15	66	503 Goliad N	DATAR, CORPORATION	Ariana	FIRE	COMMENTS NEEDED	08/19/15	08/29/15	08/19/15
	COMM		Hazel & Olive - New Construction		Hargrove	972-772-6431				
BLD2015-118	08/11/15	41	1350 Summer Lee Dr	TEMUNOVIC, PARTNERSHIP	Ariana	FIRE	COMMENTS NEEDED	08/19/15		08/19/15
	COMM		Lowrence Dental - New	LTD	Hargrove	972-772-6431				
CO2015-0080	08/19/15	33	3018 Ridge Rd 130	AJ, SQUARED LLC	Ariana	FIRE CO	APPROVED	08/19/15	08/22/15	08/19/15
	CO		Coldwell Banker Residential Sales		Hargrove					
CO2015-0081	08/19/15	33	103 KENWAY DR	KNIGHTSBRIDGE, HOLDING	Ariana	FIRE CO	APPROVED	08/19/15	08/22/15	08/19/15
	CO		MARY LUZ BEAUTY SALON	CO PROFIT	Hargrove					
TCO2015-000	08/18/15	34	975 IH 30 103	ROCKWALL, CROSSING LTD	Ariana	FIRE CO	APPROVED	08/19/15		08/19/15
	TCO		Spirit Halloween -		Hargrove					
BLD2013-190	12/12/13	648	2650 Champions Dr	SHORES, COUNTRY CLUB	Ariana	FIRE	APPROVED	08/20/15	08/30/15	08/20/15
	COMM		Shores HOA Clubhouse	LLC	Hargrove	972-772-6431				
CO2015-0082	08/20/15	32	254 Ranch Trail	JERRY, KISICK CUSTOM	Ariana	FIRE CO	APPROVED	08/20/15	08/23/15	08/20/15
	CO		Patriot Paws Service Dogs	HOMES INC	Hargrove					
CO2015-0083	08/20/15	32	272 Ranch Trail	JERRY, KISICK CUSTOM	Ariana	FIRE CO	APPROVED	08/20/15	08/23/15	08/20/15
	CO		Patriot Paws Service Dogs	HOMES INC	Hargrove					
CO2015-0084	08/20/15	32	2740 SH 276 200	LYNSTAR, LLC	Ariana	FIRE CO	APPROVED	08/20/15	08/23/15	08/20/15
	CO		Allstate		Hargrove					
CO2015-0085	08/20/15	32	2455 RIDGE RD 115	ROCKWALL, OCEANHILL	Ariana	FIRE CO	APPROVED	08/20/15	08/23/15	08/20/15
	CO		Buffet City	LLC	Hargrove					
BLD2015-125	08/21/15	31	6540 ALLIANCE DR	ROCKWALL, RENTAL	Ariana	FIRE	COMMENTS NEEDED	08/21/15	08/31/15	08/27/15
	COMM		Alliance Addition ph2 lot 4	PROPERTIES LP	Hargrove	972-772-6431				
BLD2015-122	08/18/15	34	2006 S GOLIAD 228	ROCKWALL, CENTRAL	Ariana	FIRE	APPROVED	08/24/15	09/03/15	08/24/15
	COMM		Audible Hearing Aid Center	SHOP/CNTR JV	Hargrove	972-772-6431				
BLD2015-122	08/18/15	34	3045 N GOLIAD RD 107	PCB, PROPERTIES LLC	Ariana	FIRE	APPROVED	08/24/15	09/03/15	08/24/15
	COMM		Expert Cuts - New Interior finishout		Hargrove	972-772-6431				
CO2015-0086	08/24/15	28	3140 Horizon Rd.	ROCKWALL, REGIONAL	Ariana	FIRE CO	APPROVED	08/24/15	08/27/15	08/24/15
	CO		Spine Team-SHELL	HOSPITAL LLP	Hargrove					
ELE2015-004	09/03/15	18	322 ELM DR	EVANS, SHARON	Ariana	FIRE		08/24/15	09/03/15	
	SINGLE FAMILY		REPLACING 150 AMP PANEL & SURGE, RELOCATING PANELS		Hargrove	972-772-6431				
CO2015-0087	08/25/15	27	2009 INDUSTRIAL	ROCKWALL, STEEL CO	Ariana	FIRE CO		08/25/15	08/28/15	
	CO		ALPHAGRAPHICS		Hargrove					

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Permit #	Appl. Date	Aging	Address	Owner Name	Plan Review Detail					
	Permit Type		Description		Contact	Review Type	Status	Date Sent	Date Due	Completed
ELE2015-004	08/25/15	27	1699 LAGUNA DR	M, & S MCGRATH TRUST AND MARY P M	Ariana Hargrove	FIRE		08/25/15	09/04/15	
	COMM		ADD ELECTRICAL RECEPTICLE FOR STARBUCKS			972-772-6431				
BLD2015-102	07/16/15	67	810 Rockwall Pkwy	BRITT HOLLY FISHER	Ariana Hargrove	FIRE	APPROVED	08/26/15	09/05/15	08/26/15
	COMM		Holly Britt Eye care & Laser Management rockwall			972-772-6431				
BLD2015-121	08/17/15	35	1005 MOUNTAIN LAKE DR	D R HORTON HOMES	Ariana Hargrove	FIRE	APPROVED	08/26/15		08/26/15
	COMM		Caruth Lakes -Spray pad/ Kiddie pool & fence			972-772-6431				
BLD2015-125	08/24/15	28	2670 S GOLIAD	TRANSAM, TRUCKING	Ariana Hargrove	FIRE	APPROVED	08/26/15		08/26/15
	COMM		TransAM Trucking -saw cut driveway for elec line to gate.			972-772-6431				
BLD2015-125	08/26/15	26	3021 Ridge Rd. 102	PS5, PROPERTIES LLC	Ariana Hargrove	FIRE	APPROVED	08/26/15	09/05/15	08/26/15
	COMM		Rockwall Gold & Silver Exchange - remodel			972-772-6431				
PLB2015-026	08/26/15	26	815 WASHINGTON ST. E	CITY, OF ROCKWALL	Ariana Hargrove	FIRE		08/26/15	09/05/15	
	COMM		RE-CONNECTING GAS LINE TO HARRY MYERS PARK			972-772-6431				
CO2015-0088	08/27/15	25	3140 Horizon Rd. 100	ROCKWALL, REGIONAL HOSPITAL LLP	Ariana Hargrove	FIRE CO	APPROVED	08/27/15		08/27/15
	CO		Spine Team							
ELE2015-003	08/04/15	48	1615 SCIENCE PLACE	BELLE, HAV/TEX LP	Ariana Hargrove	FIRE	APPROVED	08/27/15	09/06/15	08/27/15
	COMM		L-3 Communications - Replacement Genrator & emergency power			972-772-6431				
ELE2015-004	08/27/15	25	850 STEGER TOWNE DR	DAYTON, HUDSON CORP/TARGET	Ariana Hargrove	FIRE		08/27/15	09/06/15	
	COMM		ADDING A NEW 60 AMP PANEL WITH CIRUITS TO POWER ROOM			972-772-6431				
CO2015-0089	08/28/15	24	606 S CLARK ST	MOORE, JAMES L	Ariana Hargrove	FIRE CO	APPROVED	08/28/15	08/31/15	09/08/15
	CO		Mike Hogue							
PLB2015-027	08/28/15	24	610 Limmerhill	BREEZY, HILL 405 LTD	Ariana Hargrove	FIRE		08/28/15	09/07/15	
	COMM		running irrigation line			972-772-6431				
BLD2015-128	08/31/15	21	832 Steger Towne Dr.	STEGER, DUNHILL LLC	Ariana Hargrove	FIRE	COMMENTS NEEDED	08/31/15	09/10/15	09/01/15
	COMM		Woof Gang Bakery & grooming			972-772-6431				
CO2015-0090	08/31/15	21	104 W KAUFMAN	JESSICA HARGIS	Ariana Hargrove	FIRE CO	APPROVED	08/31/15	09/03/15	08/31/15
	CO		THE JESSICA HARGIS GROUP - KW							
CO2015-0091	08/31/15	21	481 IH 30	BENT, TREE REALTY CO	Ariana Hargrove	FIRE CO	APPROVED	08/31/15	09/03/15	09/02/15
	CO		Cricket Wireless							

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City of Rockwall
GIS Department Report
August 2015

GIS Project Request.

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	27	-20.59%	↓
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	269		

Key Projects.

Year to Date Project Request by Department.

- (1) **New Internet Maps.** Continue development of new suite of internet maps. (90%)
- (2) **911 Addressing.** Assigned addresses to new homes, businesses, and parks.
- (3) **Screening Wall Project.** Began new GPS project locating all screening walls and collecting their condition, materials, and photos.
- (4) **Utility Network Update.** Updated all new development projects utilities via GPS location and input into GIS.
- (5) **Habitat for Humanity.** Developed 3D exhibits for elevation study for proposed home sites.
- (6) **NCTCOG Next Generation 911.** Quality checked GIS data for migration to new NG911 mapping system.
- (7) **Storm Shelter Registry.** Developed database and online application to allow citizens to register their storm shelters or safe rooms.
- (8) **Parks Tree Location Maps.** Created maps for identifying the health of planted trees within city parks.
- (9) **REDC Marketing Maps and Brochure.** Created various rail, industrial site, and retail marketing planning maps for REDC use.
- (10) **Event Maps.** Created various event maps for city event planning.
- (11) **Water Network Calculations.** Created citywide water network EPA calculations breakdown for pipe age, material, and size.

Admin / HR / Internal Ops	1
Building Inspections	0
Citizen Request	1
City Council	0
City Manager's Office	0
Neighborhood Improvement Services	0
Engineering / Public Works	6
Finance / Utilities	0
Fire Department	2
GIS (Citywide Projects)	1
IT	0
Main Street Program	1
Outside Agencies	3
Parks and Recreation	5
Planning	6
Police Department	0
REDC	1
Total	27

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Rockwall Police Department
Harbor District Calls For Service
August 2015

<u>Incident Number</u>	<u>Date</u>	<u>Time</u>	<u>Common Name</u>	<u>Incident Type</u>	<u>Incident CFS Disposition</u>
2015-00025410	08/06/2015	16:49:46	Campisi's, Scooters Coffee House	Theft	No Report
2015-00024803	08/02/2015	01:06:26	Cinemark Movies 12	Intoxicated	No Report
2015-00025642	08/08/2015	02:14:07	Cinemark Movies 12	Investigation	No Report
2015-00027641	08/23/2015	22:41:16	Cinemark Movies 12	Vehicle Unlock	No Report
2015-00024866	08/02/2015	17:22:37	Cold Stone Creamery	Medical Emergency	EMS
2015-00026396	08/14/2015	00:12:49	Dodie's Seafood	Investigation	Arrest
2015-00025855	08/09/2015	18:19:09	En Fuego	Accident - Minor	No Report
2015-00024885	08/02/2015	20:31:55	Glorias Restaurant	Ordinance Violation	No Report
2015-00025964	08/10/2015	14:19:24	Glorias Restaurant	Tow	No Report
2015-00026719	08/16/2015	21:49:30	Glorias Restaurant	Welfare Concern	No Report
2015-00025771	08/08/2015	23:09:00	The Harbor	Assault	No Report
2015-00028460	08/30/2015	00:03:36	The Harbor	Investigation	No Report
2015-00027459	08/22/2015	17:53:50	The Harbor	Ordinance Violation	No Report
2015-00025016	08/03/2015	18:09:48	The Harbor	Property	Report
2015-00026080	08/11/2015	12:57:00	Hilton	911 Hang Up	No Report
2015-00027224	08/20/2015	17:24:00	Hilton	Accident - Minor	Report
2015-00027643	08/23/2015	23:01:15	Hilton	Accident - Minor	Report
2015-00026232	08/12/2015	20:54:00	Hilton	Criminal Trespass	No Report
2015-00026133	08/11/2015	22:09:37	Hilton	Criminal Trespass	No Report
2015-00026687	08/16/2015	17:16:30	Hilton	Disturbance	No Report
2015-00025322	08/06/2015	00:01:01	Hilton	Disturbance	No Report
2015-00000752	08/28/2015	18:47:21	Hilton	Fire Alarm	False Alarm
2015-00028065	08/27/2015	00:24:12	Hilton	Intoxicated	No Report
2015-00026397	08/14/2015	00:25:06	Hilton	Investigation	Arrest
2015-00025763	08/08/2015	22:56:36	Hilton	Investigation	No Report
2015-00025205	08/05/2015	00:40:38	Hilton	Investigation	No Report
2015-00024801	08/02/2015	00:49:56	Hilton	Suspicious Activity	No Report
2015-00024879	08/02/2015	19:14:37	Hilton	Suspicious Activity	No Report
2015-00025405	08/06/2015	15:58:47	Hilton	Suspicious Activity	No Report
2015-00028236	08/28/2015	09:11:41	Hilton	Theft	Report
2015-00027190	08/20/2015	13:21:08	Hilton	Theft	No Report
2015-00027953	08/26/2015	08:39:41	Whittle Developement	Alarm-BUSN	False Alarm
2015-00027764	08/24/2015	21:34:59	Whittle Developement	Alarm-BUSN	No Report
			<u>Common Name</u>		
			Campisi's, Scooters Coffee House	1	
			Cinemark Movies 12	3	
			Cold Stone Creamery	1	
			Dodie's Seafood	1	
			En Fuego	1	
			Glorias Restaurant	3	
			The Harbor	4	
			Hilton	17	
			Whittle Developement	2	
			Total	33	

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CITY OF ROCKWALL
INTERNAL OPERATIONS DEPARTMENT
FACILITY MAINTENANCE REQUESTS FOR SERVICE
AUGUST 2015

DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W / IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	3	3	0	100%
ADMINISTRATIVE SERVICES	1	1	0	100%
AIRPORT	1	1	0	100%
ANIMAL SERVICES	1	1	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	1	1	0	100%
ENGINEERING	2	2	0	100%
FINANCE	8	8	0	100%
FIRE DEPARTMENT	37	35	2	95%
INTERNAL OPERATIONS	137	136	1	99%
MUNICIPAL COURT	10	8	2	75%
PARKS & RECREATION	15	14	1	93%
PLANNING & ZONING	6	6	0	0%
POLICE DEPARTMENT	31	31	0	100%
PUBLIC WORKS	9	9	0	100%
UTILITY BILLING	2	2	0	100%
TOTAL	264	258	6	98%

CITY OF ROCKWALL
INTERNAL OPERATIONS DEPARTMENT
RADIO SYSTEM
REQUESTS FOR SERVICE
AUGUST 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	100%
FIRE DEPARTMENT	4	4	0	100%
EMS	0	0	0	100%
INTERNAL OPERATIONS	1	1	0	100%
PARKS & RECREATION	0	0	0	100%
POLICE DEPARTMENT	4	4	0	100%
PUBLIC WORKS	0	0	0	100%
UTILITY BILLING	0	0	0	100%
HEATH DEPT. PUBLIC SAFETY	3	3	0	100%
HOSPITAL CONTROL STATIONS	0	0	0	100%
SYSTEM ISSUES	0	0	0	100%
TOTAL	12	12	0	100%

Airport Operations Report

For Month of August 2015

FUEL SALES

	GALLONS SOLD	GROSS SALES
Jet - A Sales	288.00	\$1,436.90
Av-Gas Sales	2,013.60	\$9,727.73
TOTAL FUEL SALES	2,301.60	\$11,164.63

HANGAR RENTAL REVENUE

Open T Hangar Rental Revenue	\$2,720.00
Transient Covered Hgr - Nightly	\$0.00
Enclosed Hangar Rental Revenue	\$120.00
Nightly Tiedown Fees	\$64.00
North Community Hangar Rental Revenue	\$650.00
TOTAL HANGAR RENTALS	\$3,554.00

HANGAR OCCUPANCY RATES

	TOTAL HANGARS	QTY RENTABLE	QUANTITY LEASED	OCCUPANCY RATE
Open T Hangars	45	40	32	80.00%
Closed Hangar Rentals	2	2	2	100%
Open Hangar Cap Rentals	2	1	1	100%
TOTAL HANGAR OCCUPANCY	49	43	35	81%

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	\$230.16	\$230.16
City Owned Hangar Rentals	5.00%	\$177.70	\$0.00	\$0.00
TOTAL FEES DUE		\$177.70	\$230.16	\$407.86

I certify the information and amounts submitted on this form are true and correct.



Todd Parks
Managing Director - Texas Air Center, LLC

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Rockwall Police Department

Monthly Activity Report

August 2015

ACTIVITY	CURRENT MONTH AUGUST	PREVIOUS MONTH JULY	YTD 2015	YTD 2014	YTD % CHANGE
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PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0	0.00%
Sexual Assault	2	2	10	4	150.00%
Robbery	1	1	7	3	133.33%
Aggravated Assault	6	0	25	19	31.58%
Burglary	9	3	35	52	-32.69%
Larceny	70	56	413	408	1.23%
Motor Vehicle Theft	3	3	28	32	-12.50%
TOTAL PART I	91	65	518	518	0.00%
TOTAL PART II	195	178	1289	1087	18.58%
TOTAL OFFENSES	286	243	1807	1605	12.59%

ADDITIONAL STATISTICS

FAMILY VIOLENCE	28	18	131	135	-2.96%
D.W.I.	25	30	139	153	-9.15%
TEEN CURFEW	3	0	5	9	-44.44%

ARRESTS

FELONY	20	14	137	151	-9.27%
MISDEMEANOR	70	46	535	625	-14.40%
WARRANT ARREST	53	54	298	256	16.41%
JUVENILE	2	4	22	51	-56.86%
TOTAL ARRESTS	145	118	992	1083	-8.40%

DISPATCH

CALLS FOR SERVICE	1614	1496	12092	11716	3.21%
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ACCIDENTS

INJURY	8	7	70	86	-18.60%
(INJURIES)	14	12	106	115	-7.83%
NON-INJURY	56	53	428	344	24.42%
FATALITY	0	0	1	0	100.00%
(FATALITIES)	0	0	1	0	100.00%
TOTAL	64	60	499	430	16.05%

FALSE ALARMS

RESIDENT ALARMS	83	65	527	482	9.34%
BUSINESS ALARMS	124	127	1000	1051	-4.85%
TOTAL FALSE ALARMS	207	192	1527	1533	-0.39%
Estimated Lost Hours	136.62	126.72	1007.82	1011.78	-0.39%
Estimated Cost	\$3,249.90	\$3,014.40	\$23,973.90	\$24,068.10	-0.39%

ROCKWALL NARCOTICS UNIT

	Number of Cases	4
	Arrests	9
	Arrest Warrants	3
	Search Warrants	4
	Seized	
	COCAINE	1 LB
	HEROIN	1 LB
	METH	60 LBS / 2.9 GM

Rockwall Police Department
Dispatch and Response Times
August 2015

Police Department

Average Response Time			
Priority 1		Number of Calls	110
Call to Dispatch	0:00:51		
Call to Arrival	0:05:39		
% over 7 minutes	29%		

Average Response Time			
Priority 2		Number of Calls	299
Call to Dispatch	0:01:08		
Call to Arrival	0:06:52		
% over 7 minutes	37%		

Average Response Time			
Priority 3		Number of Calls	10
Call to Dispatch	0:00:22		
Call to Arrival	0:04:30		
% over 7 minutes	20%		

*Priority 4		Number of Calls	1239
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**Priority 5		Number of Calls	8
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*Priority 4 call averages are not given because they are calls that do not require an immediate response by police.

**Priority 5 calls are incidents that officers initiate themselves therefore response times are not calculated.

Average dispatch response time goals are as follows:

Priority 1: 30 Seconds

Priority 2: 45 Seconds

Priority 3: 1 Minute

Fire Department

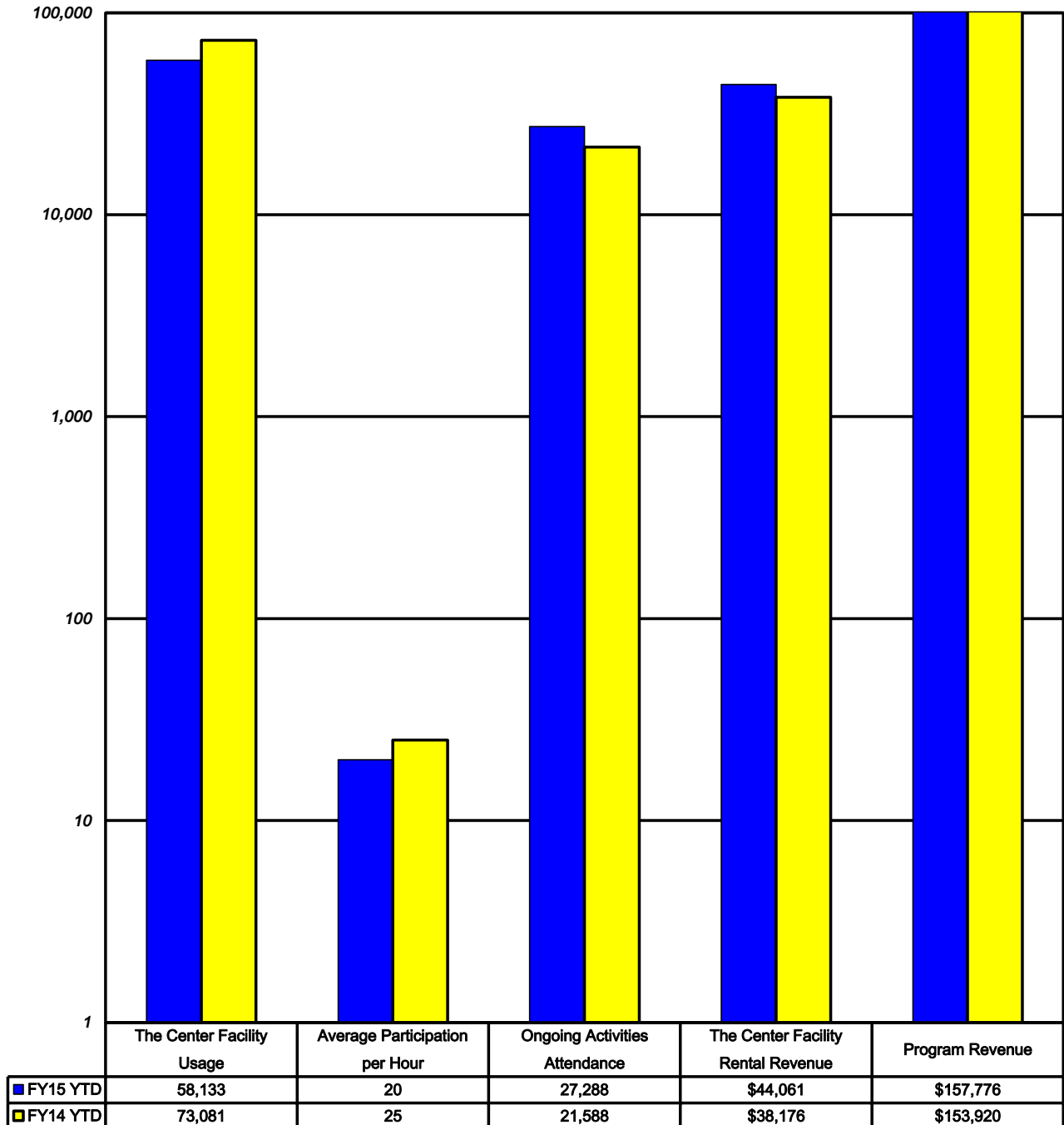
Average Response Time			
Call to Dispatch	0:00:15	Number of Calls	85
Call to Arrival	0:05:27		

Overages

Incident No.	Date	Time Rec'd	Call Type	Time Disp	Resp Time	Reason
2015-682	8/8/2015	11:02:01	Water Rescue	11:03:03	0:01:02	waiting on Marine 1
2015-729	8/20/2015	19:41:18	Accident EMS	19:42:48	0:01:30	PD / EMS sent first
2015-736	8/23/2015	14:53:46	Water Rescue	14:55:48	0:02:02	non-page call / dallas jurisdiction
2015-698	8/11/2015	23:19:55	Wire Down/Arc Trnsfrmr	23:22:08	0:02:13	non-page call / unk reason

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City of Rockwall Parks and Recreation Department FY15 August Report



The Center Facility Usage - Total number of visitors and participants that come thru The Center - includes Ongoing Activities.

Average Participation per Hour - The Center Facility Usage divided by the number of hours the facility is open.

Ongoing Activities Attendance - Non fee based activities conducted on a routine basis (Bingo, Exercise with Anita, etc).

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Rockwall Animal Adoption Center Monthly Report
CCHS at Rockwall
August 2015

DISPOSITION REPORT

	August
Intakes	153
1045	3
Adopted	106
Returned to Owner	29
Rescued	13
Euthanized	6
Live Outcome %	94%
Number of Animals in Foster	2

FINANCIAL REPORT

Income	August
City of Rockwall	\$95,952
Adoption Fee Income	\$9,480
Impound Fee Income	\$885
Owner Surrender	\$685
General Donations	\$2,342
Medical	\$503
Quarantine Fee	\$360
Total Income	\$110,207

Expenses	August
Administrative Expenses (Payroll, etc)	\$19,167
Shelter Expenses (Microchips, Drugs, etc)	\$12,349
Veterinary Expenses	\$2,844
Professional Services	\$785
Depreciation Expenses	\$4,568
Total Expenses	\$39,713
Balance	\$70,494

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