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## ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, February 03, 2020 - 4:00 PM

City Hall Council Chambers - 385 S. Goliad St., Rockwall, TX 75087

**I. CALL PUBLIC MEETING TO ORDER**

**II. 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 notice of potential claim pursuant to Section §551.071 (Consultation with Attorney)
2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development) and possible land purchase pursuant to Section 551.072 (Real Property) and Section 551.071 (Consultation with Attorney)
3. Discussion regarding an existing 380 Agreement for property in the vicinity of downtown, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. Discussion regarding possible Right of Way acquisition of real property in the vicinity of downtown, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
5. Discussion regarding possible acquisition of real property in the vicinity of the municipal airport pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
6. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

**III. ADJOURN EXECUTIVE SESSION**

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**IV. RECONVENE PUBLIC MEETING (6:00 P.M.)**

**V. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER JOHANNESSEN**

**VI. OPEN FORUM**

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

**VIII. CONSENT AGENDA**

- pg.8** 1. Consider approval of a resolution calling the May 2, 2020 General Election for the purpose of electing city council members for Places 2, 4, and 6, and take any action necessary.
- pg14** 2. Consider approval of the minutes from the January 21, 2020 regular city council meeting, and take any action necessary.



- pg.24** 3. Consider authorizing the City Manger to execute the water storage facilities relinquishment agreement with City of Heath and NTMWD in the amount of \$556,538 with funds from the Sewer Operations budget and take any action necessary.
- pg.30** 4. Consider authorizing the City Manager to execute an advance funding agreement with Texas Department of Transportation, for the Justin Road and FM 3549 intersection improvements, and take any action necessary.
- pg.38** 5. Consider approval of a professional engineering services contract with Birkhoff, Hendricks, & Carter, L.L.P., to perform the engineering design services for the Heath Street Pump Station Improvements in an amount not to exceed \$288,134., to be funded from Water and Sewer bond funds, and take any action necessary.
- pg.58** 6. **22019-027** - Consider request by Raymond Jowers of Jowers, Inc. for the approval of an **ordinance** extending a Specific Use Permit (SUP) allowing outside storage adjacent to IH-30 on a 4.4317-acre tract of land identified as Tract 22-01 of the R. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2260 E. IH-30, and take any action necessary **(2nd Reading)**.
- pg.64** 7. **22019-028** - Consider the approval of an **ordinance** amending the Unified Development Code (UDC), and take any action necessary **(2nd Reading)**.
- pg.68** 8. **P2020-002** - Consider a request by Michael Hunter of the Rockwall Housing Development Corporation for the approval of a replat of Lot 1, Block A, RHDC Addition being a 0.11-acre parcel of land currently identified as a portion of Lot 4, Block H, Sanger Brothers Addition, City of Rockwall, Rockwall County, Texas, zoned Multi-Family 14 (MF-14) District, located at the northwest corner of the intersection of E. Bourn Street and Peters Colony, and take any action necessary.
- pg.74** 9. **P2020-003** - Consider a request by Dub Douphrate of Douphrate and Associates, Inc. on behalf of Bob and Pam Hawley for the approval of a replat for Lot 7, Block A, Maverick Ranch Addition being a 1.55-acre parcel of land currently identified as Lot 5, Block A, Maverick Ranch Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 196 & 216 Ranch Road, and take any action necessary.
- pg.80** 10. **P2020-004** - Consider a request by Anna C. Blackwell of Carrillo Engineering, LLC on behalf of Eddie Martin of Retail Partners, LLC for the approval of a replat for Lots 29 & 30, Block A, Lake Ridge Estates Addition being a 1.1755-acre parcel of land identified as Lot 26 of the Lake Ridge Estates Addition, City of Rockwall, Rockwall County, Texas, situated within the Ridge Road Retail Subdistrict of Planned Development District 32 (PD-32), located within the Scenic Overlay (SOV) District, addressed as 2930 Ridge Road [FM-740], and take any action necessary.
- pg.86** 11. **P2020-005** - Consider a request by Kevin Patel of Triangle Engineering, LLC on behalf of Gene Cooper of Howell MTN RE, LLC for the approval of a preliminary plat for a 39.53-acre tract of land identified as Lot 1, Block A, Rockwall Hospital Addition and Tract 18 of the J. D. McFarland Survey, Abstract No. 145, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, located at the northwest corner of the intersection of SH-276 and SH-205, and take any action necessary.

**IX. APPOINTMENT ITEMS**

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.

**X. PUBLIC HEARING ITEMS**

- pg.95** 1. Hold a public hearing to discuss and consider extending a moratorium on accepting and reviewing subdivision plats for commercial property situated within the City's Extraterritorial Jurisdiction (ETJ), and take any action necessary.

**XI. ACTION ITEMS**

- pg.102** 1. Discuss and consider an amendment to the fence standards contained in Article VIII, Landscape and Fence Standards, of the Unified Development Code, and take any action necessary.

**XII. CITY MANAGER'S REPORT, DEPARTMENTAL REPORTS AND RELATED DISCUSSIONS PERTAINING TO CURRENT CITY ACTIVITIES, UPCOMING MEETINGS, FUTURE LEGISLATIVE ACTIVITIES, AND OTHER RELATED MATTERS.**

**1. Departmental Reports**

- pg.105** Building Inspections Monthly Report - December 2019  
**pg.118** Finance Department Quarterly Report - Quarter ended December 2019  
**pg.130** Sales Tax Historical Collections -December 2019  
**pg.132** Water Consumption Statistics - December 2019  
**pg.134** Fire Department Monthly Report - December 2019  
**pg.141** PARD Monthly Report - December 2019  
**pg.147** Rockwall Police Activity Report December 2019

**2. City Manager's Report**

**XIII. EXECUTIVE SESSION**

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

1. Discussion regarding notice of potential claim pursuant to Section §551.071 (Consultation with Attorney)
2. Discussion regarding Economic Development prospects, projects, and/or incentives pursuant to Section 551.087 (Economic Development) and possible land purchase pursuant to Section 551.072 (Real Property) and Section 551.071 (Consultation with Attorney)

3. Discussion regarding an existing 380 Agreement for property in the vicinity of downtown, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
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6. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

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

**XV. 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 § 551.087 (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 31<sup>st</sup> day of January, 2019 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Kristy Cole, City Secretary  
or Margaret Delaney, Asst. to the City Sect.

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Date Removed



## MEMORANDUM

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

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

**DATE:** January 27, 2020

**SUBJECT:** Resolution calling May 2, 2020 General Election

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The attached resolution serves as the city's "election order" to call the May 2, 2020 General Election. City Council Member Places 2, 4, and 6 will appear on the ballot. The application period for those seeking local elected office runs from January 15 thru February 14, 2020. As of the date of this memo, the three incumbents (Hohenshelt, Johannesen, Trowbridge) have filed to run. If we end up having a contested race(s), staff will work with Chris Lynch, Rockwall County Elections Administrator, in the coming weeks to prepare and bring forth a contract regarding administering the city's election on its behalf. If, however, we are able to cancel the election due to no contested races, I will bring back an "order" to Council to cancel the election. We will know more after the February 14 filing deadline.

**CITY OF ROCKWALL, TEXAS**

**RESOLUTION NO. 20-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, CALLING A GENERAL ELECTION TO BE HELD JOINTLY WITH THE ROCKWALL INDEPENDENT SCHOOL DISTRICT AND ADMINISTERED BY THE ROCKWALL COUNTY ELECTIONS ADMINISTRATOR ON SATURDAY, MAY 2, 2020 FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS - ONE (1) FOR PLACE 2, ONE (1) FOR PLACE 4, AND ONE (1) FOR PLACE 6 - EACH FOR TWO (2) YEAR TERMS; DESIGNATING THE ENTIRE CITY AS ONE ELECTION PRECINCT; DESIGNATING THE POLLING PLACE; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 41.001(a) of the Texas Election Code, as amended (the "Code") specifies that each general or special election in this state shall be held on the first Saturday in May in an even-numbered year and that a general election of a city may be held on such day; and

**WHEREAS**, the City Council of the City of Rockwall, Texas (hereinafter referred to as the "City"), in accordance with its City Charter, Section 5.01, has determined that the City shall conduct general municipal elections on the first Saturday in May 2020; and

**WHEREAS**, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

**WHEREAS**, the City of Rockwall and Rockwall Independent School District desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

**WHEREAS**, the City of Rockwall and Rockwall County Elections Administrator will enter into an agreement setting out their respective duties and responsibilities for the May 2, 2020 election; and

**WHEREAS**, by this Resolution, it is the intention of the City Council to: (i) call for said election to be held on said date, (ii) designate the entire City as one election precinct, (iii) designate the Rockwall County Library as the polling place for the election and (iv) establish and set forth procedures for conducting said election.

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

**Section 1. Incorporation of Premises.** That all of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

**Section 2. Election Date, Purpose of Election, Officers and Terms of Office.** That a general election is hereby ordered to be held in and throughout the City of Rockwall on Saturday, May 2, 2020, for the purpose of electing three (3) Council Members - one (1) for Place 2, one (1) for Place 4, and one (1) for Place 6 - each for two (2) year terms.

**Section 3. Eligibility for Candidacy.** That in accordance with Section 22.032 of the Texas Local Government Code and Section 5.02 of the City Charter of the City of Rockwall, no person shall be eligible for the office of Council Member, unless he/she is a registered voter who shall have resided within the corporate limits of the City, or recently annexed territory, for at least twelve (12) months prior to the filing deadline, shall be twenty-one years old and not be in arrears in payment of taxes or other liabilities due the City. In accordance with Section 5.04 of the City Charter, a plurality vote is required to be elected and declared the winner.

**Section 4. Application for a Place on the Ballot.** That in accordance with Section 143.007 of the Code, any eligible and qualified person may have his/her name printed upon the official ballot as a candidate for the offices herein before set forth by filing his/her sworn application with the City Secretary not earlier than 8:00 a.m., January 15, 2020 and not later than 5:00 p.m., February 14, 2020. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

**Section 5. Election Precinct, Polling Place, and Election Hours.** That the entire City of Rockwall, Texas shall constitute one (1) election precinct for the election, and the polling place is hereby designated to be located at the Rockwall County Library – 1215 E. Yellow Jacket Lane, Rockwall, TX 75087. In accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election.

**Section 6. Early Voting.** That the main location for early voting by personal appearance shall be the Rockwall County Library - 1215 E. Yellow Jacket Lane Rockwall, TX 75087 - and that early voting shall be conducted there on the following dates and times:

***Monday, April 20 through Friday, April 24 from 8:00 a.m. until 5:00 p.m.;***  
***Saturday, April 25 from 10:00 a.m. until 3:00 p.m.; and***  
***Monday, April 27 and Tuesday, April 28 from 7:00 a.m. until 7:00 p.m.***

Qualified voters of the City of Rockwall may also vote early at any of the additional early voting locations open under contract with the Rockwall County Elections Administration.

Applications for ballot by mail shall be requested from and mailed to the Rockwall County Election Administrator at 915 Whitmore Drive, Suite D Rockwall, TX 75087. The last day to receive an application by mail for a ballot to be voted by mail is no later than the close of business on April 20, 2020.

**Section 7. Method of Voting.** That ES&S' ExpressVote System shall be used for early voting by personal appearance and for Election Day voting. Optical scan ballots shall be used

for early voting by mail. The City Secretary, acting as chief elections officer, shall ensure at least one (1) ES&S ExpressVote “ADA” approved voting machine is provided at the polling place as required by Section 61.012, of the Texas Election Code.

**Section 8. Governing Law and Qualified Voters.** That the election shall be held in accordance with the constitution of the State of Texas and the Code, and all resident, qualified electors of the city, shall be eligible to vote at the election.

**Section 9. Publication and Posting of the Notice.** That notice of the election in English and Spanish shall be given by posting a notice of election on the City Hall bulletin board used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper of general circulation in accordance with Section 2051.44 of the Texas Government Code, the date of said publication to be not less than ten (10) days and not more than thirty (30) days prior to the date set for the election.

**Section 10.** That the Rockwall County Elections Administrator shall serve as the Administrator of the election. The Elections Administrator shall appoint a sufficient number of judges and clerks in accordance with Chapter 32 Texas Elections Code to assist in the proper conduct of the election.

**Section 11. Delivery of Returns: Preservation of Election Records.** That in accordance with the Code and the City’s contract with the Rockwall County Elections Administrator, immediately after the closing of the poll on the day of the election, the election officers shall make and deliver the returns of the election in triplicate as follows: one copy shall be retained by the Presiding Election Judge and by the Presiding Election Judge of the Early Voting Ballot Board, one copy shall be delivered to the Mayor of the City, and one copy of the returns, together with the ballot boxes and all election supplies, shall be delivered to the Rockwall County Elections Administrator. All election records and supplies shall be preserved in accordance with the Code.

**Section 12. Representatives.** That the following slate of officials and other designated persons are hereby authorized to be present to observe the election counting process:

- the Mayor and members of the City Council of the City of Rockwall;
- candidates for the City Council of the City of Rockwall; and
- the Rockwall City Secretary or her designated representative.

**Section 13. Canvassing of Returns.** That the City Council of the City shall convene between May 5, 2020 and May 13, 2020 to canvass the returns of the election in accordance with the Texas Election Code.

**Section 14. Necessary Action.** That the Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

**Section 15. Severability.** That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no

force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

**Section 16. Effective Date.** That this resolution shall be in force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,  
TEXAS, THIS 3rd DAY OF FEBRUARY, 2020.**

**ATTEST:**

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

\_\_\_\_\_  
**Kristy Cole, City Secretary**



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2  
3 **ROCKWALL CITY COUNCIL REGULAR MEETING**

4 **Tuesday, January 21, 2020 - 4:00 PM**

5 **City Hall Council Chambers - 385 S. Goliad St., Rockwall, TX 75087**

6  
7 **I. CALL PUBLIC MEETING TO ORDER**

8 Mayor Pro Tem Dana Macalik called the public meeting to order at 4:04 p.m. with the following council  
9 members and staff being present: Mayor Pro Tem Dana Macalik; Councilmembers Patrick Trowbridge,  
10 John Hohenshelt and Kevin Fowler; City Manager Rick Crowley and Assistant City Managers Joey Boyd  
11 and Mary Smith; and the city's legal counsel, Patrick Lindner. Mayor Pro Tem Macalik then read the  
12 following Executive Session item into the public record before recessing the meeting at 4:05 p.m. to go  
13 into Executive Session:

14  
15 **9. Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071**  
16 **(Consultation with Attorney).**

17 Mayor Jim Pruitt joined the meeting (Executive Session at 4:08 p.m.). Councilmember Bennie Daniels  
18 joined the meeting at 4:18 p.m.

19  
20 Council came out of Executive Session at 4:20 p.m., and Mayor Pruitt reconvened the public meeting to  
21 address the following work session items.

22  
23 **II. WORK SESSION**

24 **1. Hold a work session to discuss Article VIII, Landscape and Fence Standards, of the Unified**  
25 **Development Code (UDC), and take any action necessary.**

26 Mayor Pruitt provided brief, introductory comments pertaining to fence standards throughout the city.  
27 Ryan Miller, Director of Planning & Zoning, then came forth and briefed Council on this work session  
28 item. Extensive discussion ensued pertaining to residential fence standards and associated landscaping.  
29 Council took no action pertaining to this work session item.

30  
31 **2. Hold a work session to discuss the Unified Development Code (UDC), and take any action**  
32 **necessary.**

33 Mr. Miller then briefed the board on this work session item. He indicated that staff would like to pull  
34 the UDC out of Municode and maintain it separately from the city's Code of Ordinances that Municode  
35 codifies and maintains on behalf of the city. Council took no action pertaining to this work session item  
36 at this time.

37 Mayor Pruitt then read the below listed discussion items (minus No. 9) into the record before recessing  
38 the public meeting to go into Executive Session at 5:12 p.m.

39 **III. EXECUTIVE SESSION.**

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

1. Discussion regarding agreements between the City of Rockwall and Blackland Water Supply Corporation (WSC) and RCH WSC pursuant to Section §551.071 (Consultation with Attorney).
2. Discussion regarding legal issues pertaining to potential annexation/development in the Extraterritorial Jurisdiction (ETJ) pursuant to Section §551.071 (Attorney/Client Consultation).
3. Discussion regarding possible acquisition of real property in the vicinity of Ridge Road and Glen Hill Way pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. Discussion regarding possible sale of real property in the vicinity of SH-205 and Pecan Valley Road pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
5. Discussion regarding a settlement agreement between the City of Rockwall and Dietz Engineers, LLC for damage at Breezy Hill Park Pavilion pursuant to Section §551.071 (Consultation with Attorney).
6. Discussion regarding legal issues pertaining to an approved 380 Development Agreement in the vicinity of the Downtown pursuant to Section §551.071 (Attorney/Client Consultation).
7. Discussion regarding possible acquisition of real property in the vicinity of the municipal airport pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
8. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)
9. Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071 (Consultation with Attorney).

#### **IV. ADJOURN EXECUTIVE SESSION**

**Council adjourned from Executive Session at 5:56 p.m.**

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#### **V. RECONVENE PUBLIC MEETING (6:00 P.M.)**

**Mayor Pruitt reconvened the meeting at 6:00 p.m. with all seven council members being present.**

#### **VI. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER DANIELS**

**Councilman Daniels delivered the invocation and led the Pledge of Allegiance.**

#### **VII. PROCLAMATIONS**

1. Hometown Hero Dr. Stan Lowrance

**Mayor Pruitt said a few words and then presented Dr. Lowrance with a proclamation and plaque, proclaiming him as the city's first 'Hometown Hero' for the free dental work he has done to help veterans. Dr. Lowrance then shared some kind words about his family, the Council and the Rockwall community.**

#### **VIII. OPEN FORUM**

**Mayor Pruitt explained how Open Forum is conducted and asked if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed Open Forum.**

84

85

86 **IX. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

87 **Regarding item #5, Mayor Pro Tem Macalik moved to authorize the City Manager to go into a settlement**  
88 **agreement between the City of Rockwall and Deets Engineering, LLC for the damage at the Breezy Hill**  
89 **park pavilion. Councilman Trowbridge seconded the motion, which passed by a vote of 7 ayes to 0 nays.**  
90

91 **X. CONSENT AGENDA**

92 **1.** Consider approval of the minutes from the January 6, 2020 regular city council meeting, and  
93 take any action necessary.

94 **2.** Consider authorizing the City Manager to execute an agreement with NTMWD, approving the  
95 City of Rockwall's participation in the Sabine Creek Wastewater Treatment Plant Feasibility  
96 and Master Plan Study in the amount of \$161,207 and amend the Sewer Operations Budget  
97 for said amount, and take any action necessary.

98 **3.** Consider authorizing the City Manager to execute a contract with Baseball Nations to utilize  
99 Leon Tuttle Athletic Complex for five weekend tournaments during the 2020 baseball season,  
100 and take any action necessary.

101 **4.** Consider awarding a bid to Waukesha Pearce Industries and authorizing the City Manager to  
102 execute a Contract for Generator Preventative Maintenance Services in the amount of  
103 \$54,831.89 to be funded out of the General and Water Sewer Funds, and take any action  
104 necessary.

105 **5. P2020-001** - Consider a request by Adam Buczek of Windsor Homes Cumberland, LLC for the  
106 approval of a replat for Lot 12, Block C, Ridgecrest Addition, being a 0.503-acre parcel of land  
107 identified as Lot 1, Block C, Ridgecrest Addition, City of Rockwall, Rockwall County, Texas,  
108 zoned Planned Development District 81 (PD-81) for Single-Family 10 (SF-10) District land uses,  
109 addressed as 405 Fox Hollow Drive, and take any action necessary.

110 **6. SP2019-043** - Consider a request by Clay Cristy of ClayMoore Engineering, Inc. on behalf of  
111 Brian Berry of Milestone Electric, Inc. for the approval of an alternative tree mitigation  
112 settlement agreement in conjunction with an approved amended site plan for a multi-tenant  
113 office complex on a 9.52-acre tract of land identified as Lot 18 and the south portion of Lot  
114 19, Rainbow Acres Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C)  
115 District, addressed as 407 Ranch Trail, and take any action necessary.

116 **7. P2019-049** - Consider a request by Tony Austin of Rockwall Downtown Lofts, LTD on behalf of  
117 Doug Kaufmann of Myreli, LLC, Linda Peoples Morris of the Billy Peoples Estate, and the City

of Rockwall for the approval of a conveyance plat for Lot 1, Block A, TAC Rockwall Addition being a 3.338-acre tract of land identified as existing City right-of-way for West Street & Houston Street; Lots 1-8, Block P & Lots 1 & 2, Block AB, Rockwall OT Addition; and Lots 4-5, Block A, Lowe & Allen Addition, City of Rockwall, Rockwall County, Texas, zoned Downtown (DT) District, situated within the SH-66 Overlay (SH-66 OV) District, generally located at the southwest corner of the intersection of S. Alamo Road (i.e. SH-205) and W. Washington Street (i.e. SH-66), and take any action necessary.

**Mayor Pro Tem Macalik removed Consent Agenda item #7 and then moved to approve Consent Agenda items 1, 2, 3, 4, 5, and 6. Councilmember Trowbridge seconded the motion, which passed unanimously of those present.**

#### **XI. APPOINTMENT ITEMS**

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.

**Eric Chodun, Chairman of the P&Z, came forth and briefed Council on recommendations of the Commission relative to planning-related items on tonight's meeting agenda. Council took no action regarding this agenda item.**

2. Appointment with the Friends of the Library to request a waiver of rental fees at the The Center for a fundraiser event, and take any action necessary.

**Milly Cundy  
1370 Southern Pines  
Rockwall, TX**

**Ms. Cundy came forth, indicating that she is coming forth to make a request on behalf of the Friends of the Library fundraising committee. She generally explained that this request is pertaining to a play that is slated to be held in May and will serve as a fundraiser for the Library. She explained that Friends of the Library is a 501(c)(3) non-profit organization, so any fees that would be charged for use of The Center would eat into profits that would otherwise be able to be utilized for the library and literacy programs. She explained that they would like to utilize The Center (free of charge) Thurs. night for practice and Friday night for the actual play / presentation. Three to five hours on Thurs. evening and 3-4 hours (maximum) would be needed on Sat. evening. General questions and answers took place pertaining to city-related costs associated with manning the facility, clean-up, etc. associated with this event. Mayor Pruitt expressed concern about potentially approving this request because a lot of other non-profit groups have expressed a desire to have fees waived at Harry Myers Community Center, for example. He has concerns about potentially waiving the fees for the FOL but not for other non-profit groups.**

**City Manager Rick Crowley pointed out that the City may wish to consider viewing this particular request a little differently than some of the other non-profit organizations that come forth and ask for waivers. The reason being, the Library has meeting space that the City might have a need for in the future. So Council may want to consider approving this request with the understanding that at some point in the future, the City may call upon the Library for use of its meeting space (free of charge).**

**Following brief, additional comments, Councilman Trowbridge moved to approve waiver of the fees. Councilmember Daniels seconded the motion. Councilmember Daniels asked questions pertaining to**

the possibility of play attendees staying the night at local hotels/motels in Rockwall. Following brief, additional comments, the motion passed unanimously of Council (7 ayes to 0 nays).

## **XII. PUBLIC HEARING ITEMS**

- 1. Z2019-026** - Hold a public hearing to discuss and consider a request by Timothy Bates of Plano Marine on behalf of Jason Breland of Suntex Marina Investors, LLC for the approval of an ordinance for a Specific Use Permit (SUP) for an existing marina allowing boat sales, storage and repair on a 6.282-acre tract of land identified as Tracts 134, 134-14 & 134-15 of the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, situated within the Lake Ray Hubbard Takeline Overlay (TL OV) District, located at the western terminus of Henry M. Chandlers Drive, and take any action necessary (**1st Reading**).

Planning Director Ryan Miller provided background information pertaining to this agenda item. The subject property, known as Chandlers Landing Marina, is within the city limits of the City of Dallas, but per the interlocal agreement with the *City of Dallas for regulation of the takeline* -- the City of Rockwall is responsible for zoning and enforcement actions in this area. The applicant is requesting approval of a Specific Use Permit (SUP) that would supersede the existing Conditional Use Permit [*i.e. Ordinance No. 02-50*], and would re-establish a screening fence for the repair facility as depicted on the concept plan in the attached SUP draft ordinance under *Exhibit 'B'*. Additionally, the SUP is removing the provisions contained in the current CUP with regard to parking and/or storage of recreational vehicles (RV's) on the subject property, and establishing defined area's for boat sales and dry storage. On December 27, 2019, staff notified 173 property owners and occupants within 500-feet of the subject property. Staff also notified the Chandler's Landing, the Cabana's at Chandler's Landing, Match Point Townhomes, and the Spyglass Homeowners Association (HOA's), which are the only HOA/Neighborhood Associations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. At the time this report was written, staff had received a signed protest with 148 signatures, three (3) notices and, six (6) additionally, staff had received one (1) notice in favor of the applicant's request. The Planning & Zoning Commission did recommend denial of this request. So, potential approval of this request tonight will require a super majority vote of Council in order for it to pass.

Jason Breland  
1 Harborview Drive  
Chandlers Landing  
Rockwall, TX

Mr. Breland came forth and shared that he would like to amend his SUP request in order to better accommodate the neighborhood residents' concerns and needs.

Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this time.

Chip Imrie

204 323 Harbor Landing Drive  
205 Rockwall, TX  
206

207 Mr. Imrie shared that he lives within the 500' notice zone associated with this SUP request. He  
208 expressed, generally, that he is not in favor of this SUP being approved. Chandlers Landing Board of  
209 Directors is also not in favor of this request being approved.  
210

211 Trey Chaney  
212 305 Harborview Drive  
213 Rockwall, TX  
214

215 Mr. Chaney shared that the applicant is not even in compliance with the current requirements. He is  
216 generally not in favor of this request being approved by Council this evening.  
217

218 Jeff Macalik  
219 6102 Volunteer  
220 Rockwall, TX  
221

222 He expressed that he is the Chairman of the Chandler's Landing Homeowners Association  
223 Environmental Committee. The Committee, he indicated, is overwhelmingly in opposition of this  
224 request being approved by Council.  
225

226 Mr. Imrie came forth again and expressed additional disagreement with the possibility of this SUP  
227 request being approved this evening.  
228

229 Janie Chaney  
230 305 Harborview Drive  
231 Rockwall, TX  
232

233 Ms. Chaney came forth and expressed concern about the huge boats / yachts that are parked between  
234 her home and the lake. She has concerns about safety issues and believes the big boats are eyesores.  
235 She is against the Council approving this request this evening.  
236

237 Bruce Paton  
238 10 Intrepid  
239 Rockwall, TX  
240

241 Mr. Paton came forth and shared some potential options that the Council may wish to consider relative  
242 to this SUP request this evening. He handed out a paper showing the pros and cons of each option.  
243

244 Shan Cromeens  
245 307 Harborview  
246 Rockwall, TX  
247

248 Mr. Cromeens shared that he is building a home and also rents a boat slip. He has concerns about boats  
249 staying in this area for weeks or months after they're built. He has concerns about parking being  
250 inadequate. He has concerns about his views being blocked. He is not in favor of this request.  
251

252 Councilmember Johannesen moved to deny Z2019-026. Councilmember Trowbridge seconded the  
253 motion, which passed unanimously of Council (7 ayes to 0 nays).  
254

2. **Z2019-027** - Hold a public hearing to discuss and consider a request by Raymond Jowers of Jowers, Inc. for the approval of an **ordinance** extending a Specific Use Permit (SUP) allowing outside storage adjacent to IH-30 on a 4.4317-acre tract of land identified as Tract 22-01 of the R. Irvine Survey, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2260 E. IH-30, and take any action necessary **(1st Reading)**.

Planning Director, Ryan Miller, provided background information pertaining to this agenda item. On December 18, 2019, staff notified four (4) property owners and occupants within 500-feet of the subject property. There are no Homeowner's Associations (HOA's)/Neighborhood Associations within 1,500-feet of the subject property that are participating in the Neighborhood Notification. At the time the staff report was written, no notices concerning this request had been received.

Raymond Jowers  
3290 Anacade Circle  
Rockwall, TX

Mr. Jowers came forth with his representative, said a few words, and generally encouraged Council to approve his request.

Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed the public hearing.

Councilmember Trowbridge moved to approve Z2019-027. Councilmember Macalik seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL

ORDINANCE NO. 20-XX  
SPECIFIC USE PERMIT NO. S-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW OUTSIDE STORAGE IN A LIGHT INDUSTRIAL (LI) DISTRICT WITHIN THE IH-30 OVERLAY (IH-30 OV) DISTRICT ON A 4.4317-ACRE PARCEL OF LAND, IDENTIFIED AS TRACT 22-01 OF THE R. IRVINE SURVEY, ABSTRACT NO. 120, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

3. **Z2019-028** - Hold a public hearing to discuss and consider the approval of an **ordinance** amending the Unified Development Code (UDC), and take any action necessary **(1st Reading)**.



Mayor Pruitt indicated that a work session was held earlier this afternoon about this item. He then opened the public hearing, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed the public hearing. Pruitt then moved to approve Z2019-028. Mayor Pro Tem Macalik seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL  
ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY SUPERSEDING *ORDINANCE NO. 04-38* AND ALL SUBSEQUENT AMENDMENTS AND ADOPTING THE REVISED UNIFIED DEVELOPMENT CODE (UDC) DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance passed by a vote of 7 ayes to 0 nays.

**XIII. ACTION ITEMS**

1. Discuss and consider an update regarding the Complete Count Committee for the U.S. 2020 Census and take any action necessary.

Councilman Bennie Daniels provided brief comments pertaining to this agenda item, encouraging everyone to spread the word about the Census to friends, neighbors and community organizations. Also, if anyone would like a presentation given about the Census efforts, Daniels asked that he or she please contact Joey Boyd, Assistant City Manager.

**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 agreements between the City of Rockwall and Blackland Water Supply Corporation (WSC) and RCH WSC pursuant to Section §551.071 (Consultation with Attorney).
2. Discussion regarding possible acquisition of real property in the vicinity of Ridge Road and Glen Hill Way pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
3. Discussion regarding legal issues pertaining to potential annexation/development in the Extraterritorial Jurisdiction (ETJ) pursuant to Section §551.071 (Attorney/Client Consultation).
4. Discussion regarding possible sale of real property in the vicinity of SH-205 and Pecan Valley Road pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
5. Discussion regarding a settlement agreement between the City of Rockwall and Dietz Engineers, LLC for damage at Breezy Hill Park Pavilion pursuant to Section §551.071 (Consultation with Attorney).
6. Discussion regarding legal issues pertaining to an approved 380 Development Agreement in the vicinity of the Downtown pursuant to Section §551.071 (Attorney/Client Consultation).

- 346           **7.** Discussion regarding possible acquisition of real property in the vicinity of the municipal  
347           airport pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with  
348           Attorney).
- 349           **8.** Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland,  
350           Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD)  
351           regarding water rates pursuant to Section §551.071 (Consultation with Attorney)
- 352           **9.** Discussion regarding City of Rockwall vs. Richard Brooks pursuant to Section §551.071  
353           (Consultation with Attorney).

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

355   **Council did not convene in Executive Session following the close of the public meeting agenda. Please**  
356   **see action taken above, at the start of the 6:00 p.m. meeting.**

357

358 **XVI.      ADJOURNMENT**

359   **Mayor Pruitt adjourned the meeting at 7:14 p.m.**  
360  
361

362   **PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 3rd DAY OF**  
363   **FEBRUARY, 2020.**

364

365

366

367   **ATTEST:**

368

\_\_\_\_\_  
**JIM PRUITT, MAYOR**

369

370   \_\_\_\_\_  
**KRISTY COLE, CITY SECRETARY**

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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Mary Smith, Assistant City Manager

**DATE:** January 28, 2020

**SUBJECT:** Heath Relinquishment of Ground Storage Tank Partial Ownership

---

The Cities of Rockwall and Heath entered into an agreement in 2005 for the financing and construction of a shared 4 million gallon ground storage tank at the Eastside pump station. Heath would have access to and pay the debt service for 33.33% of the tank while Rockwall had 66.67% of the tank and debt. NTMWD issued bonds for the project which will continue to 2025. Each city has paid their portion of the debt service to the District. Rockwall staff maintain the tank for which the cost has been very minimal.

A few years ago it was determined that Heath needed more ground storage and it was most cost-effective for them to construct a new tank and relinquish their portion of the existing tank to Rockwall. We benefit by having additional this additional storage capacity at a much lower cost than it would be to construct a new tank of our own.

A valuation study was performed a couple of years ago and updated this Fall to determine the value of the tank. The valuation is \$531,438 which is owed to Heath. In addition, Heath has paid debt service payments in FY2020 of \$25,100 to the District for principal and interest on the outstanding bonds. Heath and Rockwall agree on the valuation study results.

After consideration by Rockwall and Heath City Councils then the agreement will be transmitted to NTMWD so the District will release Heath from the remaining debt service payments.

WATER STORAGE FACILITIES  
RELINQUISHMENT AGREEMENT

This Water Storage Facilities Relinquishment Agreement (the "Agreement"), by and between the City of Heath ("Heath"), a home rule municipality located in Rockwall County, Texas and the City of Rockwall ("Rockwall"), a home rule municipality located in Rockwall County, Texas

WITNESSETH:

WHEREAS, Heath and Rockwall have entered into a "North Texas Municipal Water District Water Facilities Installment Sale Contract (Cities of Rockwall and Heath Project)," dated May 26, 2005 (the "Water Contract"), with North Texas Municipal Water District (the "District");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Water Contract;

WHEREAS, pursuant to the Water Contract, the District has issued its "North Texas Municipal Water District Water Facilities Installment Sale Contract Revenue Bonds (Cities of Rockwall and Heath Project), Series 2005" (the "Bonds");

WHEREAS, pursuant to the Water Contract, the District has acquired and improved the Project for the purpose of providing water storage facilities for Cities thereunder;

WHEREAS, the Water Contract provides for ownership, use, and payment for the Project in the following percentages:

Rockwall – 66.67%  
Heath - 33.33%

WHEREAS, Heath has determined that it no longer needs the storage capacity of the Project allocated to it in the Water Contract;

WHEREAS, Rockwall has determined that its projected need for water storage could require substantially all of the current capacity of the Project to provide such services, and, therefore, is agreeable to making certain payments to the District on behalf of Heath in return for Heath's agreement to relinquish its right to water storage capacity in the Project under the Water Contract.

WHEREAS, Heath represents to Rockwall that (i) Heath is, or will be, as of the effective date of this Agreement, current with all payments due the District under the Water Contract; (ii) has not received notice of default from the District under the Water Contract; and has the legal authority to enter into this Agreement and relinquish, convey, transfer, sell, and assign Heath's ownership interest in the Project to Rockwall pursuant to this Agreement.

NOW, THEREFORE, by consideration of the mutual covenants and agreements herein contained, Rockwall and Heath hereby contract and agree as follows:

## ARTICLE I

### RELINQUISHMENT

Section 1.01. RELINQUISHMENT OF WATER STORAGE IN THE PROJECT. In consideration of, and conditioned upon, the payments to be made by Rockwall pursuant to Article II hereof, Heath does hereby relinquish, convey, assign, and transfer to Rockwall any and all rights of Heath water storage capacity in the Project pursuant to the Water Contract, and, so long as Rockwall shall not be in default hereunder, Heath shall not deliver any water to the Project or request water storage capacity under the Water Contract. Heath further relinquishes and waives any causes of action or claims, if any, that Heath may have against Rockwall under the Water Contract or otherwise relating to the Project.

## ARTICLE II

### PAYMENTS

Section 2.01. INITIAL PAYMENTS. Within thirty days after the effective date of this Agreement, Rockwall shall pay to Heath the sum of Five Hundred Thirty One Thousand Four Hundred Thirty Eight and no/100<sup>th</sup> Dollars (\$531,438). This sum is based upon the valuation report by Willdan dated October 21, 2019. In addition, Rockwall shall pay to Heath the sum of Twenty five thousand one hundred and no/100<sup>th</sup> Dollars (\$25,100). This sum is to reimburse Heath for payments to the District for principal and interest on the debt for fiscal year 2020.

Section 2.02. ANNUAL PAYMENTS. Rockwall shall pay, for and on the behalf of Heath, all future payments payable by Heath pursuant to the Water Contract after the effective date of this Agreement. Rockwall shall make such payments for so long as the District Water Facilities Installment Sale Contract Revenue Bonds Series 2005 and Interest thereon remains outstanding.

## ARTICLE III

### REMEDIES

Section 3.01. LEGAL AND EQUITABLE. Any party to this Agreement may require the other party hereto, and its officials and employees, to carry out, respect, and enforce the covenants and obligations of this Agreement, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction, against such party and its official and employees.

Section 3.02. ADDITIONAL REMEDY. In addition to all other remedies hereunder, in the event that Rockwall shall fail to make any payments required hereunder and such failure shall continue for a period of 30 days after notice of such failure has been provided to Rockwall by Heath, the relinquishment by Heath of its rights to service under the Water Contract, as provided in Section 1.01 hereof, shall be void and of no further force and effect and such right of Heath to water storage capacity pursuant to the Water Contract shall be fully reinstated upon lump sum reimbursement by

Heath to Rockwall of all payments made by Rockwall to Heath and the District pursuant to Article II of this Agreement plus interest earned by Heath on such funds from the date of receipt to the date of reimbursement.

#### ARTICLE IV

##### EFFECTIVE DATE, EFFECT, AND TERM

Section 4.01. EFFECTIVE DATE. This Agreement shall become effective as of the date of execution hereof, which is the date last specified hereon. Section 4.02. EFFECT OF AGREEMENT. The Agreement shall be binding upon and inure to the benefit of Heath and Rockwall only. Nothing contained herein shall be construed to affect in any way the obligations of the parties hereto to the District or any owners of the Bonds under the Water Contract.

Section 4.03. TERM OF AGREEMENT. This Agreement shall continue in full force and effect from the effective date thereof throughout the term of the Water Contract.

#### ARTICLE V

##### NOTICES

Section 5.01. NOTICES. Any notice, request or other communication under this Contract shall be given in writing and shall be deemed to have been given by either party to the other party at the addresses shown below upon any of the following dates:

- (a) The date of notice by telefax, telecopy, or similar telecommunications, which is confirmed promptly in writing;
- (b) Three business days after the date of the mailing thereof, as shown by the post office receipt if mailed to the other party hereto by registered or certified mail;
- (c) The date of actual receipt thereof by such other party if not given pursuant to (a) or (b) above.

The address for notice for each of the parties shall be as follows:

City of Heath, Texas  
200 Laurence Drive  
Heath, Texas 75032  
Attention: City Manager  
Fax #: (972) 961-4932

City of Rockwall, Texas  
385 Goliad Street  
Rockwall, Texas 75087  
Attention: City Manager  
Fax #: (972) 771-7727

Or the latest address specified by such other party in writing.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of this \_\_\_\_ day of \_\_\_\_\_, 2020, which is the date of this Agreement.

CITY OF HEATH

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

ATTEST:

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

(SEAL)

CITY OF ROCKWALL, TEXAS

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

ATTEST:

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

(SEAL)



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City of Rockwall  
*The New Horizon*

## MEMORANDUM

---

**TO: Rick Crowley, City Manager**

**FROM: Amy Williams, P.E, Public Works Director/City Engineer**

**DATE: January 29, 2020**

**SUBJECT: TXDOT Advance Funding Agreement for Justin/FM 3549 Intersection**

---

On December 2, 2019, City Council approved a facilities agreement with 549/I-30 Partners, L.P. for the construction of the Justin Road and FM 3549 intersection improvements. In this agreement, 549/I-30 Partners, L.P. agrees to pay for all of the associated costs to install a left turn lane and roadway approach on FM 3549 at the intersection of the proposed Justin Road extension and FM 3549.

Currently, the Texas Department of Transportation (TXDOT) is under construction with FM 3549 improvements in this area. TXDOT is willing to construct the turn lane and intersection improvements, but cannot enter into a financial agreement with a private developer. Therefore, the City of Rockwall will need to enter into an advance funding agreement (see attached) with TXDOT to fund these improvements. Through the above mention executed facilities agreement, 549/I-30 Partners, L.P. will reimburse the City for all costs associated with this construction.

Staff requests that the City Council consider approving the City Manager to execute the advance funding agreement with TXDOT for voluntary local government contributions to transportation improvement projects, and take any action necessary.

AJW  
Attachments

Cc: Mary Smith, Assistant City Manager  
Joey Boyd, Assistant City Manager  
Jeremy White, P.E., CFM, Civil Engineer  
File

CSJ #:	1015-01-023
Project:	FM 3549
Limits:	From IH 30 to North of SH 66
District #:	18 - Dallas
Code Chart 64 #:	36300
County:	Rockwall

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT PROJECTS  
WITH NO REQUIRED MATCH  
ON-SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Rockwall**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **the widening of a 2-lane rural roadway to a 4-lane urban divided roadway with sidewalk improvements on FM 3549 from IH 30 to North of SH 66**; and

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as (Change Order #5) **the addition of a left-turn deceleration lane on Justin Road along FM 3549 at STA 17+00 to STA 25+00 in the City of Rockwall**. (Project); and

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the state;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

<b>CSJ #:</b>	<b>1015-01-023</b>
<b>Project:</b>	<b>FM 3549</b>
<b>Limits:</b>	<b>From IH 30 to North of SH 66</b>
<b>District #:</b>	<b>18 - Dallas</b>
<b>Code Chart 64 #:</b>	<b>36300</b>
<b>County:</b>	<b>Rockwall</b>

## **AGREEMENT**

### **1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

### **2. Project Funding and Work Responsibilities**

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

### **3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

<b>CSJ #:</b>	<b>1015-01-023</b>
<b>Project:</b>	<b>FM 3549</b>
<b>Limits:</b>	<b>From IH 30 to North of SH 66</b>
<b>District #:</b>	<b>18 - Dallas</b>
<b>Code Chart 64 #:</b>	<b>36300</b>
<b>County:</b>	<b>Rockwall</b>

**6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Costs**

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

**10. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

<b>CSJ #:</b>	<b>1015-01-023</b>
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<b>County:</b>	<b>Rockwall</b>

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**11. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

**12. Termination**

- A. This agreement may be terminated in the following manner:
  - 1. By mutual written agreement and consent of both parties;
  - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

**13. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City of Rockwall ATTN: City Manager 385 S. Goliad Street Rockwall, Texas 75087	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

<b>CSJ #:</b>	<b>1015-01-023</b>
<b>Project:</b>	<b>FM 3549</b>
<b>Limits:</b>	<b>From IH 30 to North of SH 66</b>
<b>District #:</b>	<b>18 - Dallas</b>
<b>Code Chart 64 #:</b>	<b>36300</b>
<b>County:</b>	<b>Rockwall</b>

**14. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**15. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**16. Amendments**

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

**17. State Auditor**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

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Mohamed K. Bur, P.E.  
Dallas District Engineer  
Texas Department of Transportation

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Rick Crowley  
City Manager  
City of Rockwall

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Date

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Date

CSJ #:	1015-01-023
Project:	FM 3549
Limits:	From IH 30 to North of SH 66
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County:	Rockwall

**ATTACHMENT A  
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will provide a fixed contribution in the amount of \$75,636.78 to the State for the State (Change Order #5) to add a left-turn deceleration lane on Justin Road along FM 3549 at STA 17+00 to STA 25+00 in the City of Rockwall. The State will then be responsible for the cost overruns for the Project.

**The Project cost is to be as follows:**

PROJECT BUDGET							
DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Construction (by State)	\$67,298.50	0%	\$0.00	0%	\$0.00		\$67,298.50
Direct State Costs – CST (12.39%)	\$8,338.28	0%	\$0.00	0%	\$0.00		\$8,338.28
<b>Subtotal</b>	<b>\$75,636.78</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$75,636.78</b>
Indirect State Costs (4.52%)	\$3,041.89	0%	\$0.00	100%	\$3,041.89		\$0.00
<b>Total Construction</b>	<b>\$78,678.68</b>		<b>\$0.00</b>		<b>\$3,041.89</b>	<b>Fixed</b>	<b>\$75,636.78</b>

Total Estimated Local Government Participation = **\$75,636.78 (fixed)**

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = **\$75,636.78 (fixed)**

The total amount of Local Government participation shall not exceed the amount appearing above.



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City of Rockwall  
*The New Horizon*

## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Amy Williams, P.E, Public Works Director/City Engineer

**DATE:** January 29, 2020

**SUBJECT:** Heath Street Pump Station Improvements Project

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In the 2019 Water System Master Plan Update, an evaluation of the Heath Street Pump Station capabilities was completed. The pump station has six existing pumps. The electrical system supporting these pumps, including the standby emergency generator, has reached the end of its useful life. Acquisition of replacement parts has become difficult for the Public Work Department. Some of the equipment is in non-air conditioned spaces and is susceptible to weather conditions and temperature fluctuations that reduce the performance and life span of the equipment. Currently, the existing electrical system and standby emergency generator can only support running two of the six existing pumps, leaving four pumps as effectively stranded assets.

In the Master Plan Hydraulic analysis, it was determined five of the six pumps are needed to provide flow and pressure to the City of Rockwall's Downtown area for peak demands and fire flows. With these proposed improvements to the Heath Street Pump Station, the City can provide the firm pumping capacity of the pump station with five of the six pumps, even during a power outage. This will bring the pump station in compliance with TCEQ regulation for firm pumping capacity. Upgrading the Heath Street Pump Station also prolongs the need for the future Hays Pump Station until approximately 2035.

Staff requests that the City Council consider approving the professional engineering services contract for Birkhoff, Hendricks & Carter, L.L.P. to perform the engineering design services for the Heath Street Pump Station Improvements Project in an amount not to exceed \$288,134.00, to be paid for out of Water and Sewer Funds, and take any action necessary.

AJW:jmw  
Attachments

Cc: Mary Smith, Assistant City Manager  
Joey Boyd, Assistant City Manager  
Jeremy White, P.E., CFM, Civil Engineer  
Rick Sherer, Water/Wastewater Manager  
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 Birkhoff, Hendricks and Carter, L.L.P., ("ENGINEER"), located at 11910 Greenville Avenue, 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 the Heath Street Pump Station Improvements 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 Attachment "A" and as authorized by CITY. Specifically, Engineer shall perform Professional services as requested by CITY and defined in Attachment "A".

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

### 2. Compensation & Term of Agreement

Cost for such services will be an amount not to exceed Two Hundred Eighty Eight Thousand One-Hundred Thirty Four dollars (\$288,134.00) and billed in accordance with the payment schedule provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Attachment "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 working on this project. CITY may waive this potential 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  
Bodily Injury by Disease - \$500,000 (policy limits)  
Bodily Injury by Disease - \$100,000 (each employee)

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

\$2,000,000 General aggregate limit

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

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

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

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

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

## **7. INDEMNIFICATION**

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

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

### **8. Addresses for Notices and Communications**

#### **CITY**

**Amy Williams, P.E.**

**Director of Public Works/City Engineer**

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

#### **ENGINEER**

**Matt Hickey, P.E.**

**Partner**

Birkhoff, Hendricks & Carter, L.L.P.

11910 Greenville Ave., #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 a thirty (30) day 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 Engineer.

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

15. Waiver

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

16. Severability

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

17. Survival

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

18. Governing Powers and Law

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

19. Attorney's Fees

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

20. State or Federal Laws

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



EXECUTED in triplicate originals on this 29<sup>th</sup> day of JANUARY 2020.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
A Texas Limited Liability Partnership  
TPBE Firm No. 526  
TBPLS Firm No. 100318-00

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

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST:

City of Rockwall, Texas

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

# ATTACHMENT “A”

## Scope of Services

### Hearth Street Pump Station Improvements

#### Project Understanding:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter (Consultant) to provide engineering design, bidding and construction administration services for the Heath Street Pump Station Improvements. The major electrical elements include:

- Sizing and designing a new electrical room, electrical room foundation. Building structure will be a prefabricated building fastened to the foundation. The new electrical room will be an air conditioned space with the HVAC sized for the proposed heat loads.
- The existing across the line starters, will be replaced with Variable Frequency Drives (VFD's) if existing pumps are VFD compatible or reduced voltage soft starters (RVSS), if not compatible.
- Design a new standby generator to operate three 100-hp and two 125-hp existing pumps along with automatic transfer switch and generator load bank.
- Miscellaneous electrical elements will include sizing new conduit and wiring that will run to each existing pump, new lighting panels, lighting fixtures, grounding, sizing of automatic power factor correction capacitor, lightning protection and coordination with the City's SCADA system integrator RLC Controls.

Major site and piping improvements include:

- Replacing the existing pump control valves with slanted disk Surge-Buster check valves.
- Evaluating the corroded Pump No. 4 pump can and determining if it can be rehabilitated with a liner or needs to be removed and replaced. Design of the removal and replacement of the pump can is not included in this scope and will require a contract amendment.
- Extending the driveway that terminates in the North Texas Municipal Water District (NTMWD) section of the site to the new electrical room and the existing line of pumps.
- Replace existing discharge flow meters with magnetic flow meters.
- Demolition of the existing electrical room building, equipment and foundation.

#### PART I BASIC SERVICES (LIMP SUM)

##### 1. Preliminary Design Phase

- 1.1.1. Conduct project kickoff meeting with Consultant Project Manager and City Staff.
- 1.1.2. Prepare and submit project schedule to City staff.
- 1.1.3. Prepare cover sheet, location map and sheet index.
- 1.1.4. Prepare civil and electrical site plans based on field surveys and the 1986 construction record plans at a Scale of not less than 1-inch = 20-feet.
- 1.1.5. Evaluate the Pump 4 pump can to determine the existing pipe material, if the existing pipe can be lined or if will need to be replaced. Prepare preliminary pump suction, pump can and pump discharge piping section for replacement of check valves and pump can rehabilitation. Axis construction will assist with providing a recommendation for the repair or replacement of the existing pump can.

- 1.1.6. Preliminary civil design includes:
  - 1.1.1.1. Prepare Cover Sheet, preliminary sheet index and City of Rockwall General Notes.
  - 1.1.1.2. Prepare a layout for extending the driveway that terminates in the NTMWD section of the site to the new electrical room and the existing line of pumps.
  - 1.1.1.3. Prepare a layout for 5-foot wide sidewalks from driveway to electrical room, generator pad and existing pumps.
  - 1.1.1.4. Preparation of pump section detail for pump control valve replacements.
  - 1.1.1.5. Sizing of magnetic flow meters for replacement of existing flow meters.
- 1.1.7. Preliminary electrical design includes:
  - 1.1.1.6. Size and locate room for proposed electrical equipment. Electrical room will be conditioned space. HVAC to be designed for proposed heat loads. Electrical room foundation will be dimensioned and sized.
  - 1.1.1.7. Evaluate capacity of the existing Oncor transformer and determine if the existing transformer is capable to meet new electrical loads. If upsizing is required, include new size in design and coordinate with Oncor on a replacement transformer.
  - 1.1.1.8. Size standby generator to operate three 100-HP pumps and motors and two 125-HP pumps and motors with RVSS/VFDs. Size generator pad.
  - 1.1.1.9. Size Automatic Transfer Switch and generator load bank.
  - 1.1.1.10. Locating proposed area lights for new electrical room, generator and existing pumps.
  - 1.1.1.11. Coordinate with Prefabricate building Vendors for electrical room building and coordinate with City on building materials, access doors and color.
- 1.1.8. If the pump manufacturers of the existing pumps can be identified by the City, contact the manufacturer and obtain Variable Frequency Drive (VFD) pump curves from the manufacturer, if available. If the VFD curves are available from the manufacturer, complete a VFD analysis by preparing a system curve of the Heath Street Pump Station and overlaying the VFD curves across the system curve to determine the range of speeds the pump motors can operate. If the VFD analysis shows the pumps can operate in the system curve at slower speeds, VFD's will be incorporated into the electrical design. In the absence manufacturer VFD curves or the VFD curves due not operate across the system curve properly, Reduced Voltage Soft Starters (RVSS) will be incorporated into the electrical design.
- 1.1.9. Prepare a 30% plan review submittal. Submittal shall include two 11" X 17" construction plans. The 30% submittal will be limited to the preliminary civil and Electrical site plans showing the location of existing facilities, the location of the proposed electrical building and the proposed driveway and other miscellaneous site improvements for City review and approval. At this stage, a recommendation will be provided for the Pump 4 pump can. The 30% submittal will include a 30% quantity take off and engineer's opinion of probable construction cost.
- 1.1.10. Incorporate City 30% review comments into the final design.

## 2. **Final Design Phase:**

- 2.1.1. Conduct progress meetings at City offices for 60% and 90% completion to monitor the development of the project regarding project status, coordination issues and discuss City review comments of the plans.
- 2.1.2. Prepare structural details for electrical room foundation and standby generator pad. Structural design to be completed by Ronald A. Roberts Associates, Inc. (Texas Firm 511).
- 2.1.3. Prepare grading plan for proposed driveways, sidewalks, electrical room and standby generator pad. No other site grading is proposed. Drainage area map and drainage area calculations are excluded.
- 2.1.4. Prepare standard details that are not included as a City of Rockwall standard details. Applicable City of Rockwall Standard details will be included.
- 2.1.5. Prepare erosion control plan.
- 2.1.6. Prepare driveway pavement section. City sidewalk standard details will be utilized for proposed sidewalks.
- 2.1.7. Final Electrical Design shall include:
  - 2.1.7.1. Design and layout incoming power motor control centers and pumps motor control centers.
  - 2.1.7.2. Design for motor starters to be reduced voltage soft starters (RVSS) or Variable Frequency Drives (VFDs) for the existing pumps and motors.
  - 2.1.7.3. Size automatic Power Factor Correction Capacitor.
  - 2.1.7.4. Size Automatic Transfer Switch and generator load bank.
  - 2.1.7.5. Size new conduit and wiring cables.
  - 2.1.7.6. Size lighting panels, panelboards, grounding, lightning protection, lighting fixtures, and electrical appurtenances.
  - 2.1.7.7. Coordinate with the City's SCADA system integrator to includes requirements and upgrades in plans and specifications.
  - 2.1.7.8. Prepare electrical equipment demolition sheets for existing equipment.
  - 2.1.7.9. Provide a suggested construction sequencing plan to replace electrical and pumping equipment so that at least pumps are capable of running during construction. The City shall be aware that some shutdowns may be required if the existing transformer is replaced.
  - 2.1.7.10. Obtain details from prefabricated electrical building manufacturer to include in the construction plans.
- 2.1.8. Prepare technical specifications.
- 2.1.9. Prepare a 60% plan review submittal with the preliminary technical specifications. Copies of the 60% submittal shall be in accordance with Section 2.2 of this scope of services. City of Rockwall standard bidding and contract documents shall be provided in the 90% submittal. The 60% submittal will include the design elements in 1.3.1 through 1.3.8. The 60% submittal will include a 60% quantity take off and engineer's opinion of probable construction cost.
- 2.1.10. Incorporate City 60% review comments into the final design.
- 2.1.11. Prepare general notes, specifications, and bidding documents in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special

provisions applicable to the project. Prepare proposal and bid schedule of applicable items. Contract documents shall include:

- 2.1.11.1. City of Rockwall standard construction contract forms
- 2.1.11.2. Notice to bidders
- 2.1.11.3. Special instructions to bidders
- 2.1.11.4. Bid Schedule (Bid-Tab) – Electronic for Bidding
- 2.1.11.5. Standard construction contract
- 2.1.11.6. Performance bond
- 2.1.11.7. Payment bond
- 2.1.11.8. Maintenance bond
- 2.1.11.9. Certificate of insurance
- 2.1.11.10. General conditions
- 2.1.11.11. Special conditions
- 2.1.11.12. Technical Specifications prepared by the Engineer
- 2.1.12. Perform internal Quality Assurance and Quality Control (QA/QC) of construction plans and technical specifications. Complete QA/QC comments.
- 2.1.13. Prepare 90% plan review submittal with bidding documents and specifications for City review and comment. Copies of the 90% submittal shall be in accordance with Section 2.2 of this scope of services. The 90% submittal will include a final quantity take off and engineer's opinion of probable construction cost.
- 2.1.14. Incorporate City 90% Comments into a final set of construction plans and bidding documents for public bidding.

## 2.2. Submittals:

- 2.2.1. Submit 60% and 90% progress submittals to the City for review and comment. The following will be required for each submittal:
  - 2.2.1.1. Construction Plans
    - i. Two (2) Full Size copies – 22-inch x 34-inch
    - ii. Two (2) Half Size copies – 11-inch x 17-inch
    - iii. Electronic PDF copy
    - iv. Electronic PDF copy– Scanned City comments previous submittal
  - 2.2.1.2. Engineer's Opinion of Probable Construction Cost
    - i. Two (2) Copies and electronic PDF copy
  - 2.2.1.3. 90% only – Project Specifications and Bidding Documents
    - i. Two (2) Copies and electronic PDF copy

## 2.3. Construction Plans:

- 2.3.1.1. Each plan sheet in the construction plans set will conform to the Engineering Drawing Requirements set forth in the City of Rockwall's Standards of Design and Construction.

2.3.1.2. Plan sheets will include additional documentation, notation, and clarification required by the City's Project Manager.

2.3.1.3. Each stage of the construction plan review process will address City comments from previous submittals.

2.3.1.4. Below is a table of the required construction plan sheets and at which submittals they are required.

<b>Plan Sheets &amp; Specifications</b>	<b>60%</b>	<b>90%</b>
Cover Sheet w/ Location Map and Sheet Index	X	X
City General Notes Sheet	X	X
Civil and Electrical Site Plans	X	X
Erosion Control Plan (1"=20' scale)		X
Grading Plan	X	X
Electrical Diagrams, SCADA, Electrical Schedules and Details	X	X
Technical Specifications	X	X
Contract Documents		X
Structural Details for Foundations		X
Construction Details & Project Notes		X

### **3. Bidding Phase:**

- 3.1. Furnish the City with one 11-inch x 17-inch set of final construction plans, and one set of final Bidding Documents and Specifications for use during the bidding phase. Documents shall also be provided to the City in electronic PDF format.
- 3.2. The City will handle all notices to publish in the newspaper. The Engineer will upload to Civcastusa.com (online service) non-modifiable copies of the Engineer's sealed, signed and dated plan sheets and specifications. In the event that the electronic copies are modified, the original file at Birkhoff, Hendricks & Carter, LLP's office will govern in all cases.
- 3.3. The Engineer will prepare addenda to answer questions by bidders of the plans and specifications. The Engineer will provide the City with sealed, signed and dated addenda. The Engineer will upload the addenda to Civcastusa.com (online service) to respond to all questions. Questions must be submitted by potential bidders a minimum of 72-hours prior to the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- 3.4. Attend Pre-Bid meeting, if requested by City.
- 3.5. Attend the bid opening.
- 3.6. Complete tabulation of bids; checking for mathematical errors and unbalanced bids. (Bid documents to be provided to Consultant by the City). City shall be provided bid tabulations in pdf format.
- 3.7. Obtain experience record and references from the lowest bidder. Check references of apparent low bidder. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract.
- 3.8. Once a construction contract is awarded by the City Council and contract documents are executed, return bid bonds to the bidders. The Consultant will return the original bid packages to the City at the pre-construction conference.

### **4. Construction Phase:**

- 4.1 Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.

- a) Half-size plans (11-inch x 17-inch) plans – (15 Total)
    - 7 – City (File, Engr. Dept. PM, Inspector, Sub-Inspector, Water, Wastewater, Streets/Drainage)
    - 4 – Franchise Utility Company Reps. (AT&T, Atmos, TXU/ONCOR, Charter)
    - 3 – Contractor/Sub-contractors
    - 1 – Geotech/Materials Testing Lab
  - b) Full-size plans (24-inch x 36-inch) plans – (5 Total)
    - 2 – City (File and Inspector)
    - 3 – Contractor/Subcontractors
  - c) Specification Books – (7 Total)
    - 3 – City (Engr. PM, Inspector, Sub Inspector)
    - 3 – Contractor/Subcontractors
    - 1 – Geotech/Materials Testing Lab
  - d) Plan Set “Approved for Construction” on CD.
- 4.2 Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions. A maximum of Eight (8) site visits are included in the budget. Consultant is not responsible for Contractor means and methods, phasing including but, not limited to the Project Safety Program or adherence to Safety Practices per any and all local jurisdictions and/or OSHA regulations.
  - 4.3 When requested by the City, provide a memo of the site visit observations to the City.
  - 4.4 Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
  - 4.5 Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate 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. Such appropriate action of the Consultant is limited to the following:
    - 4.1.1.1. No exceptions taken,
    - 4.1.1.2. Revise and resubmit,
    - 4.1.1.3. Make corrections noted, and
    - 4.1.1.4. Rejected.
  - 4.6 Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities. “Or-equal” acceptance by the Consultant will only be provided if the Consultant has experience with the substitution.
  - 4.7 Limitation of Responsibilities. The Consultant 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.
  - 4.8 Final Construction Walk Through. Consultant shall be present at the City’s final construction walk through and will prepare a “punch/checklist” for the contractor to use to achieve final project acceptance.

## **PART II ADDITIONAL SERVICES (HOURLY)**

The following scope items defined as additional services are those anticipated to be necessary to facilitate design of the project. These services will be performed on an hourly basis, and invoiced based on effort and expenses incurred.

### **5. DESIGN SURVEYS:**

- 5.1. Establish horizontal control points temporary vertical control benchmarks in the vicinity of the proposed improvements.
- 5.2. Perform field survey to identify and locate existing Heath Street Pump Station site features and topography.

### **6. REPRODUCTION:**

- 6.1. Reimbursable expenses for reproduction of plans and bidding documents as outlined in Section 2.3 (d) along with Two sets of 11"X17" Construction plans for a 30% submittal and One 11" X17" set of construction plans and bidding documents to the City for bidding.

### **7. RECORD DRAWINGS:**

- 7.1. Utilizing City's on-site representative and Contractor construction record information, Engineer will prepare record drawings and provide the following deliverables:
  - 7.1.1.1. Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in the following formats.
  - 7.1.1.2. AutoCAD (.dwg) format
  - 7.1.1.3. Portable Document File (PDF) 400 dpi (min) (22-inch x 34-inch paper size)
  - 7.1.1.4. If applicable, an electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .PDF or jpg format.
  - 7.1.1.5. Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.
  - 7.1.1.6. Record drawings shall be sealed, dated and signed by the Engineer of Record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings.
  - 7.1.1.7. All documented field changes and revisions provided shall be shown and noted in the revision block.
  - 7.1.1.8. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.
  - 7.1.1.9. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

### **8. GEOTECHNICAL EVALUATION:**

- 8.1. Obtain two soil borings to a depth of 10 to 30-feet for the proposed electrical room and generator pad foundations. City will be provided a pdf copy of the geotechnical report. The geotechnical evaluation will be completed by Henley Johnston & Associates, Inc.



### **PART III EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental impact statements and assessments.
- E. Fees for permits.
- F. Fees for publicly advertising the construction project.
- G. Fiduciary responsibility to the Client.
- H. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- I. Phasing of Contractor's work.
- J. Preliminary engineering report.
- K. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- L. Trench safety designs.

## ATTACHMENT “B”

### Payment Schedule

Compensation for Basic Services in Part I shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<u>Task</u>	<u>Fee</u>
	<b><u>PART I - BASIC SERVICES</u></b>	
1.	Preliminary Design Phase	\$92,300.00
2.	Final Design Phase	\$96,480.00
3.	Bidding Phase	\$6,020.00
4.	Construction Administration Phase	\$49,600.00
	<b>Basic Services Subtotal:</b>	<b>\$244,400.00</b>
Compensation for special services under Additional Services shall be on an hourly basis of salary cost times a multiplier of 2.4 for time expended on the task. Field survey crew shall be based on \$170.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
	<b><u>PART II - ADDITIONAL SERVICES</u></b>	
5.	Design Surveys	\$5,555.00
6.	Reproduction of Construction plans & Specifications	\$2,300.00
7.	Record drawings	\$5,660.00
8.	Geotechnical Evaluation	\$4,025.00
	<b>Additional Services Subtotal*</b>	<b>\$17,540.00</b>
	<b>ENGINEERING SERVICES CONTINGENCY** (To be 10% of Services)</b>	<b>\$26,194.00</b>
	<i>** (This service is a miscellaneous amount to be used at the discretion of the City for additional Services outside of the scope of the contract. This item will be controlled by the City and will only be used if the City chooses. The Engineer has no right or guarantee to the use of this Contingency)</i>	
	<b>Project Total*</b>	<b>\$288,134.00</b>

Fees that are Lump Sum for each task and will be invoiced monthly based upon the overall percentage of services performed.

## ATTACHMENT “C”

### Project Schedule

Notice to Proceed .....	February X, 2020
Begin Field Surveys .....	1 Week from Notice to Proceed
Complete Field Surveys .....	3-Days
Submit 30% Plans to City for Review .....	3-Months
Receive 30% Review Comments from City .....	2-Weeks
Submit 60% Plans to City for Review .....	3-Months from City 30% Comments
Receive 60% Review Comments from City .....	2-Weeks
Submit 90% Plans & Specifications to City for Review .....	6-weeks from City 60% Comments
Receive 90% Review Comments from City .....	2-Weeks
Complete 100% (Final) Plans & Specifications .....	(October 15, 2020)
Advertise Project .....	November 2020
Receive Bids .....	December 2020
Award Construction Contract .....	December 2020
Construction (12 months) .....	January 2021 thru December 2021

Note: This schedule will be converted to dates once the City provides a Notice to proceed

## ATTACHMENT “D”

### Sub-Consultants

The Sub-Consultants anticipated for the work included in the scope of services for this project are as follows.

Structural Design:	Ronald A Roberts Associates, Inc. Mr. Andrew Lloret, P.E. Chief Structural Engineer 2948 N. Stemmons Freeway Dallas, Texas 75247 Office: 214-637-6299 allorete@rara.net   www.rara.net
Geotechnical Evaluation:	Henley Johnston & Associates, Inc. Mr. James Phipps, P.E. Vice President 235 Morgan Ave. Dallas, Texas 75203 Office: 214-941-3808 jphipps@hja-eng.com   www.hja-eng.com
Pump Can Evaluation:	Axis Construction Mr. Joe Swinnea Owner 1331 Maxwell Road Haslet, Texas 76052 Office: 817-439-0709

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CITY OF ROCKWALL

ORDINANCE NO. 20-01

SPECIFIC USE PERMIT NO. S-212

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW OUTSIDE STORAGE IN A LIGHT INDUSTRIAL (LI) DISTRICT WITHIN THE IH-30 OVERLAY (IH-30 OV) DISTRICT ON A 4.4317-ACRE PARCEL OF LAND, IDENTIFIED AS TRACT 22-01 OF THE R. IRVINE SURVEY, ABSTRACT NO. 120, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Raymond Jowers for the approval of a Specific Use Permit (SUP) to allow outside storage on a 4.4317-acre parcel of land being described as Tract 22-01, Abstract No. 120, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the IH-30 Overlay (IH-30 OV) District, addressed as 2260 E. IH-30 and being more specifically depicted in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 04-38*] and *Ordinance No. 17-20* of the City of Rockwall should be amended as follows:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rockwall, Texas;

**SECTION 1.** That the approval of this ordinance shall supersede all requirements stipulated in *Ordinance No's. 17-20*;

**SECTION 2.** That the Unified Development Code (UDC) [*Ordinance No. 04-38*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing *outside storage* as stipulated by Section 1, *Land Use Schedule*, of Article IV, *Permissible Uses*, the Unified Development Code (UDC) [*Ordinance No. 04-38*] on the *Subject Property*; and,

**SECTION 3.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in

Section 5, *Industrial Districts*, and Subsection 6.06, *IH-30 Overlay (IH-30 OV) District*, of Article V, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 04-38] as heretofore amended and as may be amended in the future, and shall be subject to the following conditions:

### 3.1 OPERATIONAL CONDITIONS

The following conditions pertain to the operation of outside storage on the *Subject Property* and conformance to these conditions are required for continued operations:

- 1) The Specific Use Permit (SUP) shall be valid for a period of three (3) years from the date of the approval of this ordinance. If an extension of the SUP is necessary, the owner shall submit a request in writing to staff no less than 90 days prior to the expiration of the SUP. Upon receipt of the request, the City Council shall review the SUP and determine if an extension of the SUP is permitted based on the development of FM-549 and the IH-30 overpass construction and/or other development activity in the area.
- 2) All outside display and outside storage of trailers shall generally conform to the concept plan depicted in *Exhibit 'B'* of this ordinance, which shall be incorporated herein by reference.
- 3) The outside display and outside storage of semi-trailers and tractor-trailers shall be prohibited.
- 4) City Council approval of the SUP includes a temporary waiver to certain engineering and fire department standards, including but not limited to, concrete paving requirements and the extension of a 12-inch water line from FM-549. Future development of the subject property will be subject to the Engineering and Fire Department standards in effect at the time of development.
- 5) In the event that the development expands the existing structure or adds additional buildings, the development will be subject to meet the requirements for fire protection.

### 3.2 COMPLIANCE

Approval of this ordinance – *in accordance with Subsection 2.05, City Council Action, of Article XI, Zoning Related Applications, of the Unified Development Code (UDC)* -- will require compliance to the following:

- 1) Upon obtaining approval of this Specific Use Permit (SUP), should the property owner fail to meet the minimum operational requirements set forth herein and outline in the Unified Development Code (UDC), the City Council may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Section 2.02.D(3) of Article XI, *Zoning Related Applications*, of the Unified Development Code (UDC).

**SECTION 4.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**SECTION 5.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

**SECTION 6.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and

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

**SECTION 7.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this ordinance shall remain in full force and effect.

**SECTION 8.** That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 3<sup>RD</sup> DAY OF FEBRUARY, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: January 21, 2020

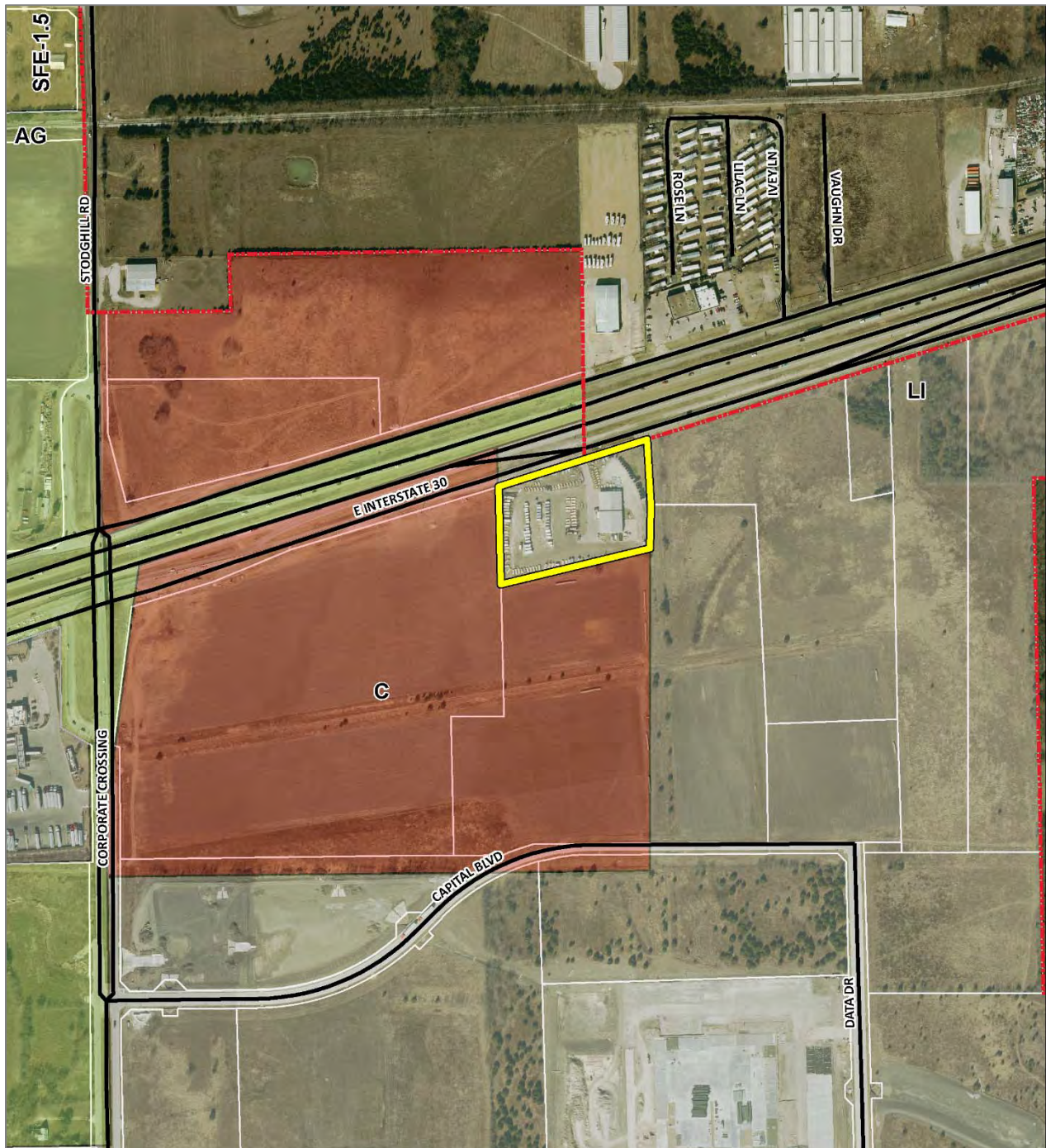
2<sup>nd</sup> Reading: February 3, 2020



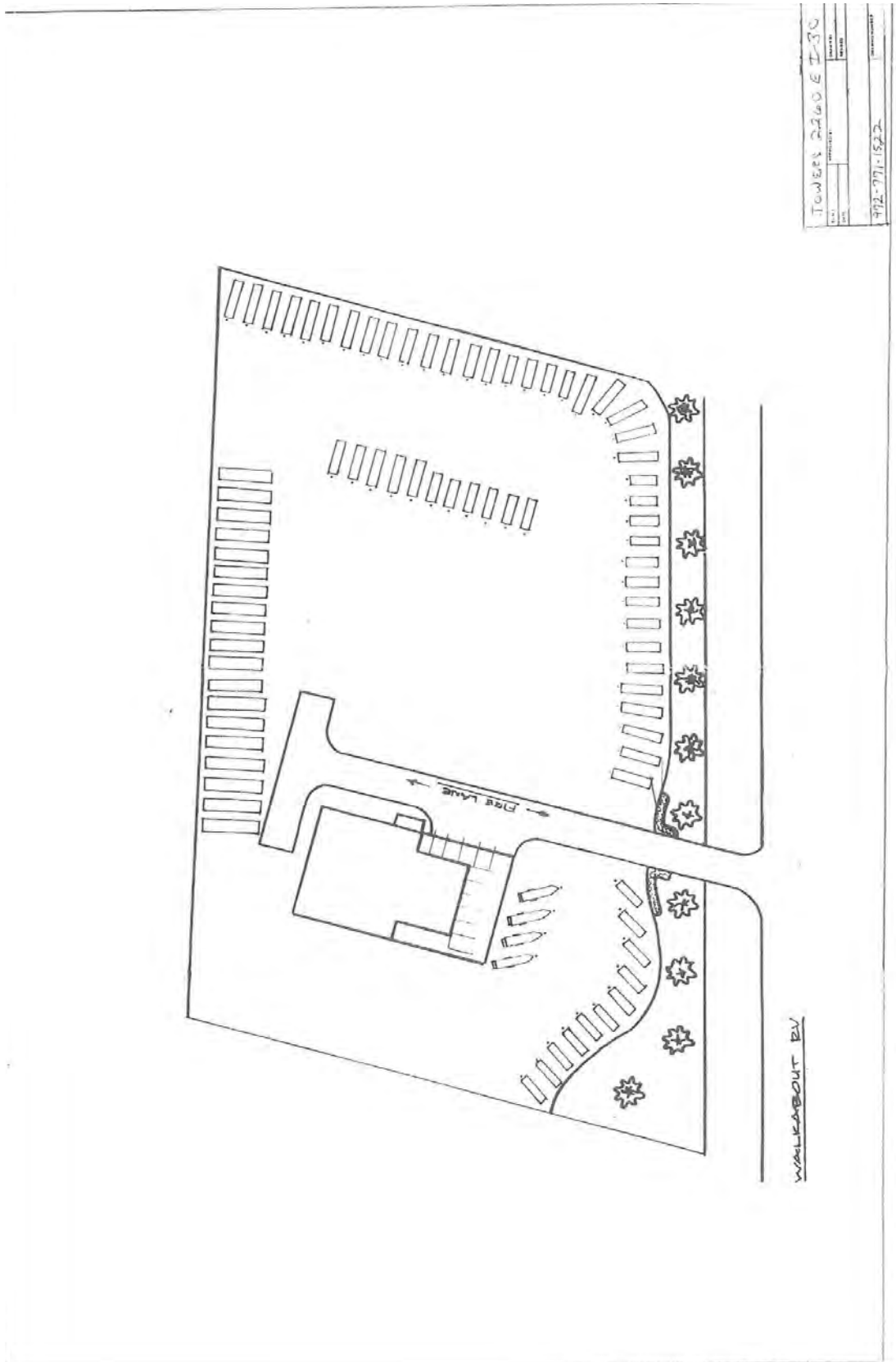
**Exhibit 'A'**  
**Zoning Exhibit**

Address: 2260 E. IH 30

Legal Description: Tract 22-01 of the R. Irvine Survey, Abstract No. 120



**Exhibit 'B'**  
*Concept Plan*



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CITY OF ROCKWALL

ORDINANCE NO. 20-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY SUPERSEDING ORDINANCE NO. 04-38 AND ALL SUBSEQUENT AMENDMENTS AND ADOPTING THE REVISED UNIFIED DEVELOPMENT CODE (UDC) DEPICTED IN EXHIBIT 'A' OF THIS ORDINANCE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City has initiated a comprehensive review of the City of Rockwall's Unified Development Code [*Ordinance No. 04-38*] which now requires an amendment; and,

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

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

**SECTION 1.** That the approval of this ordinance shall supersede all requirements stipulated in *Ordinance No. 04-38* and all of its subsequent amendments;

**SECTION 2.** That the Unified Development Code (UDC) has been established to ensure that development in the City of Rockwall be held to the minimum requirements contained within the document to ensure promotion of the public's health, safety, morals, and general welfare. The Unified Development Code (UDC) is not intended by this ordinance to interfere with or abrogate or annul any easements, covenants or any other agreements between parties, or any other statute, local ordinance or regulations, except that if the is ordinance imposes the most restrictive requirement or a higher standard in which case this ordinance will be the controlling ordinance.

**SECTION 3.** That all rights or remedies of the City are expressly saved as to any and all violations of previous zoning regulations or amendments thereto, of said City that have accrued at the time of the effective date of this ordinance; and to such accrued violations, the City and the courts shall have all the powers that existed prior to the effective date of this ordinance; and that all existing violations of previous zoning regulations which would otherwise become non-conforming uses under this ordinance, but shall be violations of this ordinance in the same manner that they were violations of prior zoning regulations.

**SECTION 4.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [*Ordinance No. 04-38*], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS THE  
3<sup>RD</sup> DAY OF FEBRUARY, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: January 21, 2020

2<sup>nd</sup> Reading: February 3, 2020

# ***EXHIBIT 'A': UNIFIED DEVELOPMENT CODE (UDC)***

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# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

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**TO:** Mayor and City Council  
**DATE:** February 3, 2020  
**APPLICANT:** Michael Hunter; *Rockwall Housing Development Corporation*  
**CASE NUMBER:** P2020-002; *Lot 1, Block A, RHDC Addition*

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### SUMMARY

Consider a request by Michael Hunter of the Rockwall Housing Development Corporation for the approval of a replat of Lot 1, Block A, RHDC Addition being a 0.11-acre parcel of land currently identified as a portion of Lot 4, Block H, Sanger Brothers Addition, City of Rockwall, Rockwall County, Texas, zoned Multi-Family 14 (MF-14) District, located at the northwest corner of the intersection of E. Bourn Street and Peters Colony, and take any action necessary.

### PLAT INFORMATION

- ☒ The applicant is requesting the approval of a replat of a 0.11-acre parcel of land (*i.e. a portion of Lot 4, Block H, Sanger Brothers Addition*) into one (1) lot (*i.e. Lot 1, Block A, RHDC Addition*) for the purpose of constructing a duplex on the subject property.
- ☒ On December 18, 2017, the City Council approved a request [Case No. MIS2017-015] for a special exception to allow a deviation from: [1] the minimum front yard setback reducing it from 20-feet to 15-feet, [2] minimum lot size reducing it from 5,000 SF to 4,896 SF, and [3] minimum lot depth reducing it from 100-feet to 70-feet on the subject property.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for final plats as stipulated by 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 *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

If the City Council chooses to approve the replat for *Lot 1, Block A, RHDC Addition*, staff would propose the following conditions of approval:

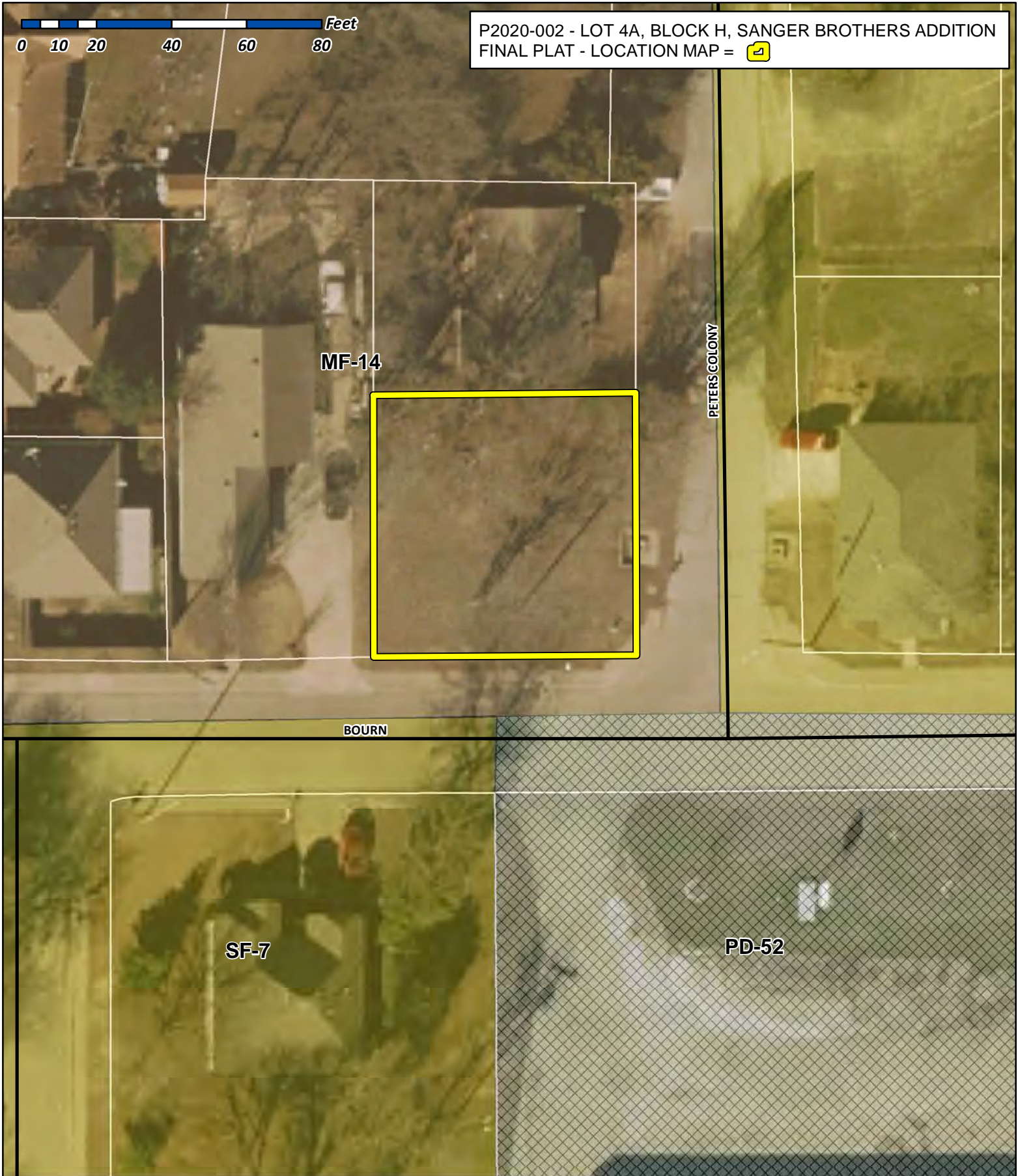
- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), 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 January 28, 2020, the Planning and Zoning Commission's motion to recommend approval of the applicant's request with staff recommendations passed by a vote of 5-0 with Commissioners Fishman and Moeller absent.



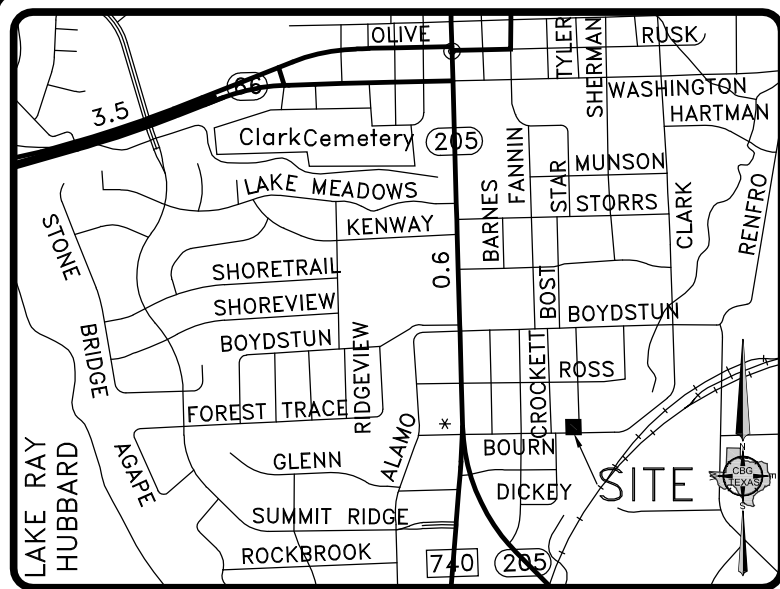
## City of Rockwall

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

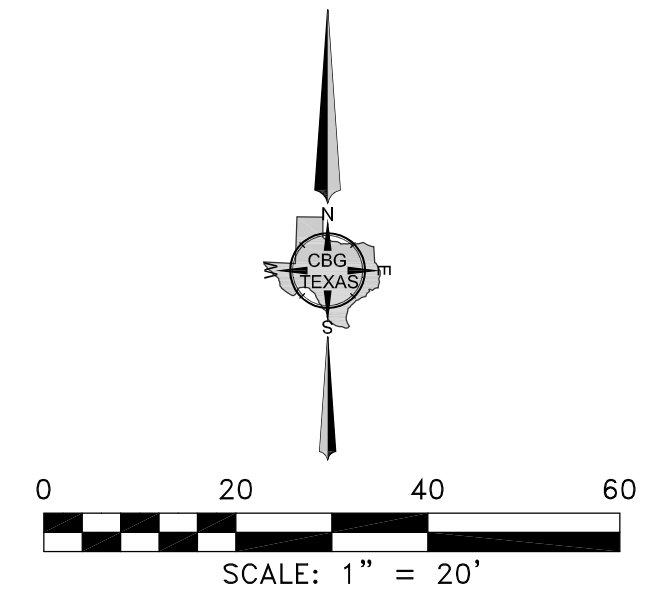
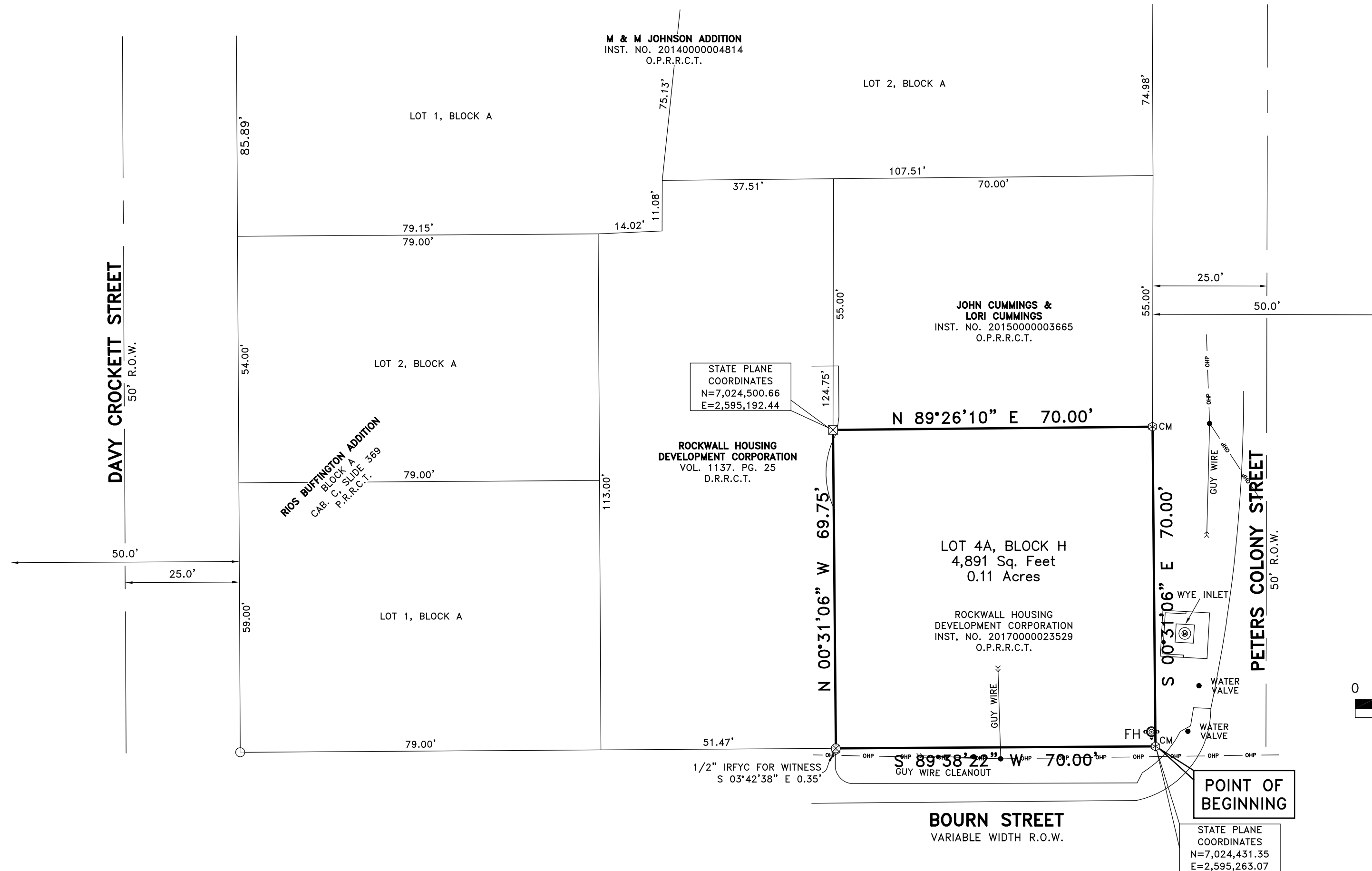
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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







VICINITY MAP — NOT TO SCALE



**LEGEND:**

- |              |  |
|--------------|--|
| ○            | =1/2 INCH IRON ROD FOUND   |
| ⊗            | =1/2 INCH IRON ROD FOUND YELLOW CAP STAMPED "5034"                     |
| ⊠            | = "X" FOUND IN CONCRETE  |
| ⊗            | =1/2 INCH IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "CBG SURVEYING" |
| CM           | CONTROLLING MONUMENT   |
| N            | NORTHING   |
| E            | EASTING  |
| VOL          | VOLUME   |
| PG           | PAGE   |
| R.O.W.       | RIGHT-OF-WAY   |
| CAB.         | CABINET  |
| SQ.FT.       | SQUARE FEET  |
| O.P.R.R.C.T. | OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS                        |
| P.R.R.C.T.   | PLAT RECORDS, ROCKWALL COUNTY, TEXAS                                   |
| D.R.R.C.T.   | DEED RECORDS, ROCKWALL COUNTY, TEXAS                                   |

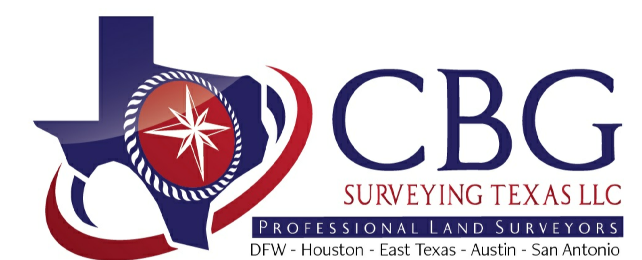
OWNER: ROCKWALL HOUSING DEVELOPMENT CORPORATION  
787 HAIL DRIVE  
ROCKWALL, TEXAS 75032  
972-722-7316  
rhd787@att.net

**GENERAL NOTES:**

- 1) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (4202) GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.
- 3) THE PURPOSE OF THIS PLAT IS TO CREATE ONE LOT.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) ACCORDING TO THE F.I.R.M. IN MAP NO. 48397C0040L, THIS PROPERTY DOES LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.
- 6) PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, REPAIR AND REPLACEMENT OF ALL DRAINAGE AND DETENTION EASEMENTS ON SITE.

(SHEET 1 OF 2)

FINAL PLAT  
**RHDC ADDITION**  
LOT 4A, BLOCK H  
BEING A REPLAT OF A PORTION OF LOT 4, BLOCK H  
SANGER BROTHERS ADDITION  
4,891 SQ.FT. / 0.11 ACRES  
BURWELL LEWIS SURVEY, ABSTRACT NO. 255  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS



**PLANNING & SURVEYING**  
Main Office  
12025 Shiloh Road, Ste. 230  
Dallas, TX 75228  
P 214.349.9485  
F 214.349.2216  
Firm No. 10168800  
www.cbginctx.com

SCALE: 1"=20' / DATE: 12/19/19 / JOB NO. 1725751-02PLAT / DRAWN BY: TO

CASE NO. \_\_\_\_\_

OWNER’S DEDICATION

STATE OF TEXAS  
COUNTY OF ROCKWALL

Whereas, Rockwall Housing Development Corporation, BEING THE OWNER OF A TRACT OF LAND in the County of Rockwall, State of Texas, said tract being described as follows:

Being a tract of land situated in the Burwell Lewis Survey, Abstract No. 255, City of Rockwall, Rockwall County, Texas and being a portion of Lot 4, Block H of Sanger Brothers Addition, an addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Volume 17, Page 53, Plat Records, Rockwall County, Texas, and being all of a tract of land conveyed to Rockwall Housing Development Corporation by General Warranty Deed recorded in Instrument No. 20170000023529, Official Public Records, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with yellow plastic cap stamped “5034” for corner, said corner being along the West right of way line of Peters Colony Street (50 foot right of way), said corner being the Southeast corner of Lot 4, Block H of said Sanger Brothers Addition, said corner being the North right of way line of Bourn Street (variable width right of way);

THENCE South 89 degrees 38 minutes 22 seconds West along the North right of way line of said Bourn Street, a distance of 70.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the Southeast corner of a tract of land conveyed to Rockwall Housing Development Corporation by Resale Deed recorded in Volume 1137, Page 25, Deed Records, Rockwall County, Texas, from which a 1/2 inch iron rod found with yellow plastic cap stamped “5034” bears, South 03 degrees 42 minutes 38 seconds East, a distance of 0.35 feet for witness;

THENCE North 00 degrees 31 minutes 06 seconds West along the East line of said Rockwall Housing Development Corporation tract, a distance of 69.75 feet to an “X” found in concrete for corner, said corner being the Southwest corner of a tract of land conveyed to John Cummings and Lori Cummings by Warranty Deed recorded in Instrument No. 20150000003665, Official Public Records, Rockwall County, Texas;

THENCE North 89 degrees 26 minutes 10 seconds East along the South line of said Cummings tract, a distance of 70.00 feet to a 1/2 inch iron rod found with yellow plastic cap stamped “5034” for corner, said corner being along the West right of way line of said Peters Colony Street;

THENCE South 00 degrees 31 minutes 06 seconds East along the West right of way line of said Peters Colony Street, a distance of 70.00 feet to the POINT OF BEGINNING and containing 4,891 square feet or 0.11 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owner(s) of the land shown on this plat, and designated herein as the **RHDC ADDITION, LOT 4A, BLOCK H**, an addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the **RHDC ADDITION, LOT 4A, BLOCK H** have been notified and signed this plat.

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

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

6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or

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

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

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

By: \_\_\_\_\_  
Rockwall Housing Development Corporation. (Owner)  
Michael B. Hunter, Executive Director

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared Michael B. Hunter, 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\_\_\_\_\_, \_\_\_\_\_.

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

printed name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

SURVEYOR’S CERTIFICATE:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Bryan Connally, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Dated this the\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RELEASED FOR REVIEW 12/30/19 PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Bryan Connally  
Texas Registered Professional Land Surveyor No. 5513

OWNER: ROCKWALL HOUSING DEVELOPMENT CORPORATION  
787 HAIL DRIVE  
ROCKWALL, TEXAS 75032  
972–722–7316

RECOMMENDED FOR FINAL APPROVAL

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

APPROVED

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

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

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

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

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

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

(SHEET 2 OF 2)

FINAL PLAT  
**RHDC ADDITION**  
LOT 4A, BLOCK H  
BEING A REPLAT OF A PORTION OF LOT 4, BLOCK H  
SANGER BROTHERS ADDITION  
4,891 SQ.FT. / 0.11 ACRES  
BURWELL LEWIS SURVEY, ABSTRACT NO. 255  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS



SCALE: 1”=20’ / DATE: 12/19/19 / JOB NO. 1725751–02PLAT / DRAWN BY: TO

CASE NO. \_\_\_\_\_

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# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

---

**TO:** Mayor and City Council  
**DATE:** February 3, 2020  
**APPLICANT:** Dub Douphrate; *Douphrate and Associates, Inc.*  
**CASE NUMBER:** P2020-003; *Lot 7, Block A, Maverick Ranch Addition*

---

### **SUMMARY**

Consider a request by Dub Douphrate of Douphrate and Associates, Inc. on behalf of Bob and Pam Hawley for the approval of a replat for Lot 7, Block A, Maverick Ranch Addition being a 1.55-acre parcel of land currently identified as Lot 5, Block A, Maverick Ranch Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, addressed as 196 & 216 Ranch Road, and take any action necessary.

### **PLAT INFORMATION**

- ☒ The applicant is requesting the approval of a replat for a 1.55-acre parcel of land (*i.e. Lot 7, Block A, Maverick Ranch Addition*), which will establish the necessary fire lane, public access, utility, and detention easements required to construct two (2) additional metal office/warehouse buildings on the subject property. Currently there are two (2) existing metal office/warehouse buildings situated on the subject property that are addressed as 196 & 216 Ranch Trail Drive.
- ☒ On June 11, 2019, the Planning and Zoning Commission approved a site plan [*i.e. Case No. SP2019-016*] for the purpose of allowing the construction of two (2) additional metal office/warehouse buildings in conjunction with two (2) existing metal office/warehouse buildings on the subject property.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for final plats as stipulated by 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 *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### **CONDITIONS OF APPROVAL**

If the City Council chooses to approve the replat for *Lot 7, Block A, Maverick Ranch Addition*, staff would propose 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 plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), 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 January 28, 2020, the Planning and Zoning Commission made a motion to recommend approval of the replat with staff conditions. The motion was approved by a vote of 5-0, with Commissioners Fishman and Moeller absent.



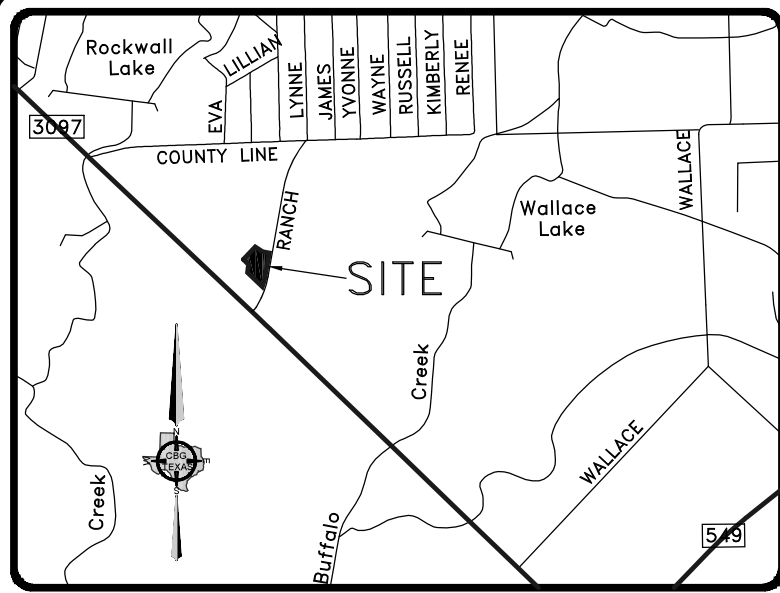
**City of Rockwall**

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

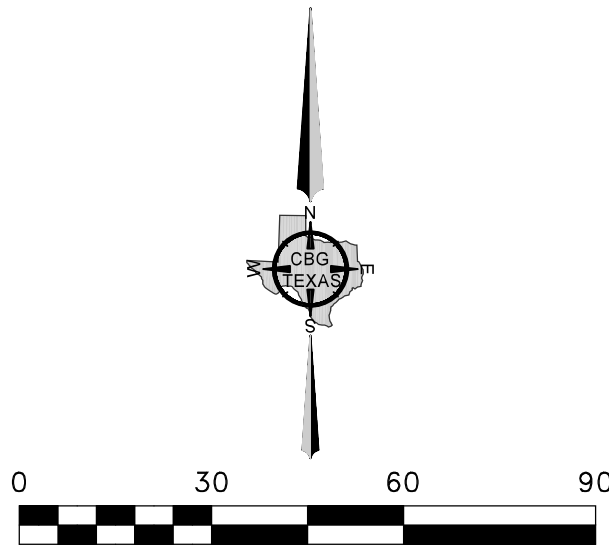
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VICINITY MAP – NOT TO SCALE

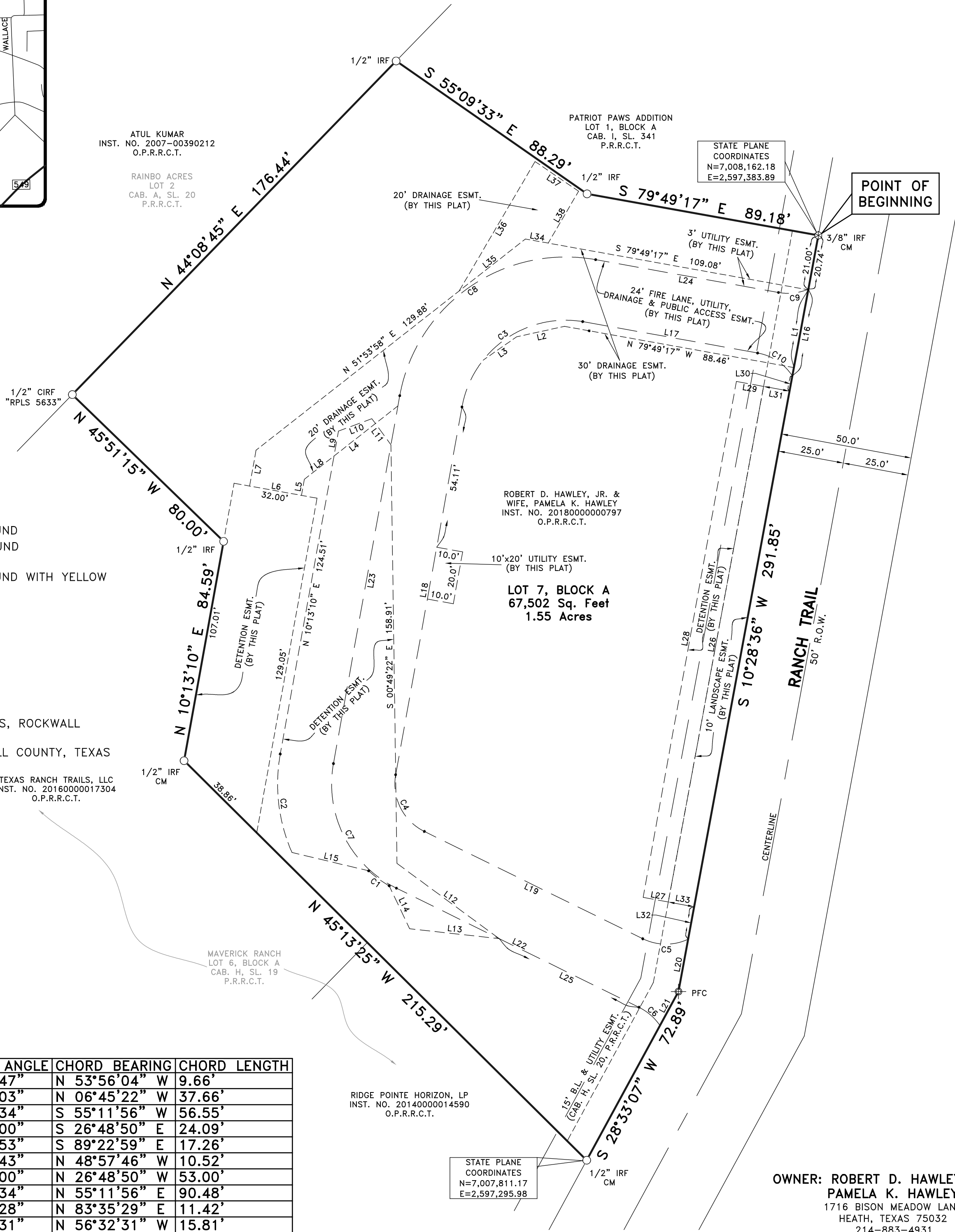


LEGEND:

- 1/2" IRF 1/2 INCH IRON ROD FOUND  
3/8" IRF 3/8 INCH IRON ROD FOUND  
PFC POINT FOR CORNER  
1/2" CIRF 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "RPLS 5633"  
CM CONTROLLING MONUMENT  
N NORTHING  
E EASTING  
VOL VOLUME  
PG PAGE  
R.O.W. RIGHT-OF-WAY  
CAB. SL. CABINET, SLIDE  
SQ.FT. SQUARE FEET  
O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS  
P.R.R.C.T. PLAT RECORDS, ROCKWALL COUNTY, TEXAS

TEXAS RANCH TRAILS, LLC  
INST. NO. 20160000017304  
O.P.R.R.C.T.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	9.68'	44.50'	12°27'47"	N 53°56'04" W	9.66'
C2	38.22'	64.50'	33°57'03"	N 06°45'22" W	37.66'
C3	62.80'	40.00'	89°57'34"	S 55°11'56" W	56.55'
C4	25.85'	20.00'	74°04'00"	S 26°48'50" E	24.09'
C5	17.84'	20.00'	51°06'53"	S 89°22'59" E	17.26'
C6	10.64'	20.50'	29°43'43"	N 48°57'46" W	10.52'
C7	56.88'	44.00'	74°04'00"	N 26°48'50" W	53.00'
C8	100.49'	64.00'	89°57'34"	N 55°11'56" E	90.48'
C9	11.58'	20.00'	33°10'28"	N 83°35'29" E	11.42'
C10	16.25'	20.00'	46°33'31"	N 56°32'31" W	15.81'



GENERAL NOTES:

- 1) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (4202) GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.
- 3) THE PURPOSE OF THIS PLAT IS TO CREATE EASEMENTS.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) ACCORDING TO THE F.I.R.M. IN MAP NO. 48397C0040L, THIS PROPERTY DOES LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.
- 6) PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, REPAIR AND REPLACEMENT OF ALL DRAINAGE AND DETENTION EASEMENTS ON SITE.

LINE	BEARING	DISTANCE
L1	S 10°28'36" W	30.00'
L2	S 77°40'43" W	18.54'
L3	S 55°10'43" W	15.54'
L4	S 51°53'58" W	45.11'
L5	S 10°13'10" W	6.22'
L6	N 79°46'50" W	20.00'
L7	N 10°13'10" E	13.83'
L8	N 51°53'58" E	14.29'
L9	N 10°13'10" E	9.62'
L10	N 69°32'59" E	13.50'
L11	S 36°10'02" E	12.29'
L12	S 53°39'36" E	48.18'
L13	N 83°42'22" W	34.21'
L14	N 25°21'46" W	18.05'
L15	N 76°33'14" W	29.92'
L16	S 10°28'36" W	33.51'
L17	N 79°49'17" W	66.80'
L18	S 10°13'10" W	141.85'
L19	S 63°49'33" E	92.35'
L20	S 10°28'36" W	20.20'
L21	S 28°33'07" W	14.71'
L22	N 63°49'32" W	102.61'
L23	N 10°13'10" E	141.85'
L24	S 79°49'17" E	70.55'
L25	N 63°49'32" W	59.15'
L26	S 10°28'36" W	199.00'
L27	N 79°45'15" W	9.69'
L28	N 10°14'45" E	199.00'
L29	S 79°45'15" E	10.49'
L30	S 10°28'36" W	5.88'
L31	N 79°31'24" W	10.00'
L32	N 10°28'36" E	12.53'
L33	N 79°31'24" W	10.00'
L34	N 79°49'17" W	8.79'
L35	S 51°53'58" W	31.94'
L36	N 30°23'40" E	56.94'
L37	S 55°43'40" E	20.00'
L38	S 30°23'40" W	22.83'

FINAL PLAT  
**MAVERICK RANCH**  
LOT 7, BLOCK A  
BEING A REPLAT OF LOT 5, BLOCK A  
MAVERICK RANCH  
67,502 SQ.FT. / 1.55 ACRES  
WILLIAM W. FORD SURVEY, ABSTRACT NO. 80  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

SHEET 1 OF 2

**PLANNING & SURVEYING**  
Main Office  
12025 Shiloh Road, Ste. 230  
Dallas, TX 75228  
P 214.349.9485  
F 214.349.2216  
Firm No. 10168800  
[www.cbgingctx.com](http://www.cbgingctx.com)

**CBG**  
SURVEYING TEXAS LLC  
PROFESSIONAL LAND SURVEYORS  
DFW - Houston - East Texas - Austin - San Antonio

SCALE: 1"=30' / DATE: 10/09/2019 / JOB NO. 1728827-PLAT / DRAWN BY: TO  
CASE NO. \_\_\_\_\_

OWNER: ROBERT D. HAWLEY, JR. &  
PAMELA K. HAWLEY  
1716 BISON MEADOW LANE  
HEATH, TEXAS 75032  
214-883-4931



OWNER’S DEDICATION

STATE OF TEXAS  
COUNTY OF ROCKWALL

Whereas, Robert D. Hawley, Jr. and Pamela K. Hawley, BEING THE OWNERS OF A TRACT OF LAND in the County of Rockwall, State of Texas, said tract being described as follows:

Being a tract of land situated in the William W. Ford Survey, Abstract No. 80, City of Rockwall, Rockwall County, Texas and being all of Lot 5, Block A of Maverick Ranch, an addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet H, Slide 19, Plat Records, Rockwall County, Texas, and being all of a tract of land conveyed to Robert D. Hawley and wife, Pamela K. Hawley by Special Warranty Deed with Vendor’s Lien recorded in Instrument No. 20180000000797, Official Public Records, Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner, said corner being along the West right of way line of Ranch Trail (50 foot right of way), said corner being the Southeast corner of Lot 1, Block A, Patriot Paws Addition, an addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet I, Slide 341, Plat Records, Rockwall County, Texas, said corner being the Northeast corner of Lot 5, Block A of said Maverick Ranch;

THENCE South 10 degrees 28 minutes 36 seconds West along the West line of said Ranch Trail, a distance of 291.85 feet to a point for corner;

THENCE South 28 degrees 33 minutes 07 seconds West along the Northwest line of said Ranch Trail, a distance of 72.89 feet to a 1/2 inch iron rod found for corner, said corner being the East corner of a tract of land conveyed to Ridge Pointe Horizon, LP by Warranty Deed with Vendor’s Lien recorded in Instrument No. 20140000014590, Official Public Records, Rockwall County, Texas;

THENCE North 45 degrees 13 minutes 25 seconds West along the Northeast line of said Ridge Pointe Horizon, LP tract, a distance of 215.29 feet to a 1/2 inch iron rod found for corner, said corner being an ell corner of a tract of land conveyed to Texas Ranch Trails, LLC, a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20160000017304, Official Public Records, Rockwall County, Texas;

THENCE North 10 degrees 13 minutes 10 seconds East along a East line of said Texas Ranch Trails, LLC tract, a distance of 84.59 feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 51 minutes 15 seconds West along a Northwest line of said Texas Ranch Trails, LLC tract, a distance of 80.00 feet to a 1/2 inch iron rod found with yellow plastic cap stamped “RPLS 5633” for corner, said corner being along the Southeast line of a tract of land conveyed to Atul Kumar by Special Warranty Deed with Vendor’s Lien recorded in Instrument No. 2007–00390212, Official Public Records, Rockwall County, Texas;

THENCE North 44 degrees 08 minutes 45 seconds East along the Southeast line of said Kumar tract, a distance of 176.44 feet to a 1/2 inch iron rod found for corner, said corner being a West corner of Lot 1, Block A of said Patriot Paws Addition;

THENCE South 55 degrees 09 minutes 33 seconds East along a Southwest line of Lot 1, Block A of said Patriot Paws Addition, a distance of 88.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 79 degrees 49 minutes 17 seconds East along a South line of Lot 1, Block A of said Patriot Paws Addition, a distance of 89.18 feet to the POINT OF BEGINNING and containing 67,502 square feet or 1.55 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owner(s) of the land shown on this plat, and designated herein as the **MAVERICK RANCH, LOT 7, BLOCK A**, an addition to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the **MAVERICK RANCH, LOT 7, BLOCK A** have been notified and signed this plat.

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

7. Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements; or

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

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

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

By: \_\_\_\_\_  
Robert D. Hawley, Jr. (Owner)

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared Robert D. Hawley, Jr., 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\_\_\_\_\_, \_\_\_\_\_.

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

printed name: \_\_\_\_\_  
Notary Public in and for the State of Texas

By: \_\_\_\_\_  
Pamela K. Hawley (Owner)

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared Pamela K. Hawley, 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\_\_\_\_\_, \_\_\_\_\_.

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

printed name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

OWNER: ROBERT D. HAWLEY, JR. &  
PAMELA K. HAWLEY  
1716 BISON MEADOW LANE  
HEATH, TEXAS 75032  
214–883–4931

SURVEYOR’S CERTIFICATE:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Bryan Connally, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Dated this the\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RELEASED FOR REVIEW 01/06/2020 PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Bryan Connally  
Texas Registered Professional Land Surveyor No. 5513

RECOMMENDED FOR FINAL APPROVAL

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

APPROVED

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

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

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

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

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

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

FINAL PLAT  
**MAVERICK RANCH**  
LOT 7, BLOCK A  
BEING A REPLAT OF LOT 5, BLOCK A  
MAVERICK RANCH  
67,502 SQ.FT. / 1.55 ACRES  
WILLIAM W. FORD SURVEY, ABSTRACT NO. 80  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS



**PLANNING & SURVEYING**  
Main Office  
12025 Shiloh Road, Ste. 230  
Dallas, TX 75228  
P 214.349.9485  
F 214.349.2216  
Firm No. 10168800  
[www.cbginctx.com](http://www.cbginctx.com)

SCALE: 1”=60’ / DATE: 1/14/2019 / JOB NO. 1826001 / DRAWN BY: TO

CASE NO. \_\_\_\_\_

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# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

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**TO:** Mayor and City Council  
**DATE:** February 3, 2020  
**APPLICANT:** Anna C. Blackwell; *Carrillo Engineering, LLC*  
**CASE NUMBER:** P2020-004; *Lots 29 & 30, Block A, Lake Ridge Estates Addition*

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### **SUMMARY**

Consider a request by Anna C. Blackwell of Carrillo Engineering, LLC on behalf of Eddie Martin of Retail Partners, LLC for the approval of a replat for Lots 29 & 30, Block A, Lake Ridge Estates Addition being a 1.1755-acre parcel of land identified as Lot 26 of the Lake Ridge Estates Addition, City of Rockwall, Rockwall County, Texas, situated within the Ridge Road Retail Subdistrict of Planned Development District 32 (PD-32), located within the Scenic Overlay (SOV) District, addressed as 2930 Ridge Road [FM-740], and take any action necessary.

### **PLAT INFORMATION**

- ☒ The applicant is requesting the approval of a replat for a 1.1755-acre parcel of land (*i.e. Lots 29 & 30, Block A, Lake Ridge Estates Addition*) for purpose of dedicating right-of-way for Glen Hill Way (*i.e. 0.214-acre portion*) and establishing two (2) lots (*i.e. Lots 29 & 30, Block A, Lake Ridge Estates Addition*) to allow for the construction of a strip retail center (*i.e. Lot 29*). The 0.116-acre parcel (*i.e. Lot 30*) is proposed to be dedicated to the City of Rockwall as open space, for the purpose of establishing a pocket park at the entrance of the Harbor District. The Planning and Zoning Commission and City Council will act on this request as part of an *Alternative Tree Mitigation Settlement Agreement* proposal that the applicant has submitted as *Case No. MIS2020-001*.
- ☒ On February 17, 2003, the City Council approved a zoning change for the subject property from an Agricultural (AG) District to a General Retail (GR) District by *Ordinance No. 03-08* [*Case No. PZ2002-095-01*]. This designation was changed to Planned Development District 32 (PD-32) on September 20, 2010 by *Ordinance No. 10-21*. On November 12, 2019, the Planning and Zoning Commission approved a site plan [*i.e. SP2019-037*] and associated variances for the strip retail center on the subject property.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for final plats as stipulated by 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 *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### **CONDITIONS OF APPROVAL**

If the City Council chooses to approve the replat for *Lots 29 & 30, Block A, Lake Ridge Estates Addition*, staff would propose 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) Approval by the City Council for an *Alternative Tree Mitigation Settlement Agreement* for the open space/park area (*i.e. Lot 30*) or satisfaction of the remaining tree mitigation balance prior to the filing of the final plat;
- (3) Any construction resulting from the approval of this plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), 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 January 28, 2020, the Planning and Zoning Commission made a motion to recommend approval of the replat with staff conditions. The motion was approved by a vote of 5-0, with Commissioners Fishman and Moeller absent.





P2020-004- LOTS 29 &30, BLK A,  
LAKE RIDGE ESTATES ADDITION  
REPLAT - LOCATION MAP = [icon]



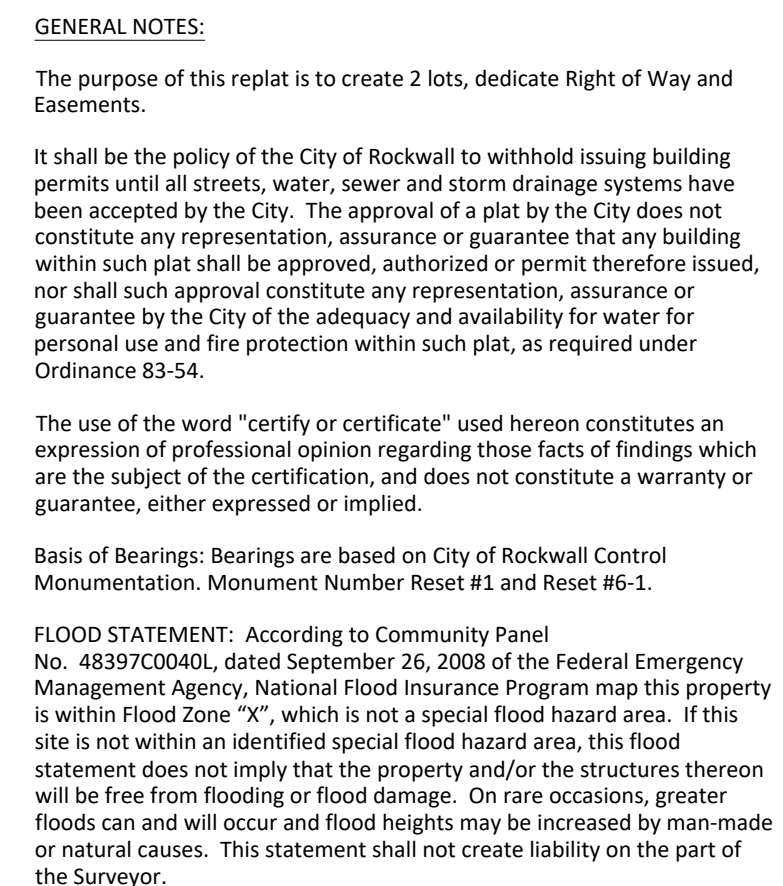
## City of Rockwall

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

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







83

STATE OF TEXAS  
COUNTY OF ROCKWALL

**BEING a 1.162** acre tract of land situated in the Edward Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas and being all of Lot 26, Block A of Lake Ridge Estates Addition an addition to the City of Rockwall according to the plat recorded in Cabinet A, Slide 10, Map Records, Rockwall County, Texas (MRRCT) and being more particularly described as follows:

**THENCE** with said curve to the left through a central angle of **15°09'38"** for an arch length of **162.38** feet to a ½ inch iron rod set with a red cap marked "5387" for the north corner of a corner clip of said Ridge Road and Cemetery Road (40' right of way);

**THENCE** along said north right of way of said Cemetery Road, **NORTH 73°53'04" WEST** a distance of **285.09** feet to a 1 inch iron pipe found for corner and being the southeast corner of Glen Hills Cemetery;

**THENCE** along the common line of said Lot 29 and said Lot 1, Block A, **SOUTH 77°43'01" EAST** a distance of **262.03** feet to the **POINT OF BEGINNING**;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

"Preliminary, this document shall not be recorded  
for any purpose and shall not be used or viewed or  
relied upon as a final survey document"

Frank R. Owen  
Registered Professional Land Surveyor No. 5387  
frank@ajbedfordgroup.com  
A.J. Bedford Group, Inc.  
301 North Alamo Road  
Rockwall, Texas 75087

WE, **HRFP1, LLC**, the undersigned owner of the land shown on this plat, and designated herein as the **LAKE RIDGE ESTATES ADDITION** subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the **LAKE RIDGE ESTATES 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;

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.

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

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;

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

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

We further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; We, my (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.

HFRP1, LLC

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

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

STATE OF TEXAS  
COUNTY OF ROCKWALL

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

Given upon my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public in and for the State of Texas

## RECOMMENDED FOR FINAL APPROVAL

Planning and Zoning Commission	Date
--------------------------------	------

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

WITNESS OUR HANDS, this                      day of                      , 2020.

Mayor, City of Rockwall	City Secretary	City Engineer
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The purpose of this replat is to create 2 lots, dedicate Right of Way and Easements.

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.

The use of the word "certify or certificate" used hereon constitutes an expression of professional opinion regarding those facts of findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

**Basis of Bearings:** Bearings are based on City of Rockwall Control Monumentation. Monument Number Reset #1 and Reset #6-1.

FLOOD STATEMENT: According to Community Panel No. 48397C0040L, dated September 26, 2008 of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures 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 statement shall not create liability on the part of the Surveyor.

Case No.: P\_\_\_\_\_

REPLAT  
LAKE RIDGE ESTATES ADDITION  
LOTS 29 & 30, BLOCK A

2 LOTS AND STREET DEDICATION TOTALING 1.162 ACRES  
BEING A REPLAT OF A LOT 26, BLOCK A OF LAKE RIDGE ESTATES ADDITION  
1.162 ACRES (50,615 SQUARE FEET)  
EDWARD TEAL SURVEY, ABSTRACT NO. 207  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Owner:  
HFRP1, LLC  
550 BAILEY AVENUE, SUITE 550  
FORT WORTH, TEXAS 76107

Engineer:  
Caririllo Engineering  
301 Commerce Street, Ste 1410  
Fort Worth, Texas 76102 817-697-4996

Scale: 1" = 60'

Date: December 16, 2019

Technician: Bedford/Spradling

Drawn By: Bedford/Spradling

Checked By:	F.R. OWENS
P.C.:	Cryer/Spradling
File:	RIDGE ROAD ROCKWALL
Job. No.	552-066
GF No.	

301 N. Alamo Rd. \* Rockwall, Texas 75087  
(972) 722-0225 , [www.ajbedfordgroup.com](http://www.ajbedfordgroup.com)

Sheet:  
2  
Of: 2

**AJ Bedford Group, Inc.**  
Registered Professional Land Surveyors

TBPLS REG#10118200



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# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Mayor and City Council  
**DATE:** February 3, 2020  
**APPLICANT:** Kevin Patel; *Triangle Engineering, LLC*  
**CASE NUMBER:** P2020-005; *Lots 1-7, Block A, 276 Rockwall Addition*

---

### SUMMARY

Consider a request by Kevin Patel of Triangle Engineering, LLC on behalf of Gene Cooper of Howell MTN RE, LLC for the approval of a preliminary plat for a 39.53-acre tract of land identified as Lot 1, Block A, Rockwall Hospital Addition and Tract 18 of the J. D. McFarland Survey, Abstract No. 145, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, located at the northwest corner of the intersection of SH-276 and SH-205, and take any action necessary.

### PLAT INFORMATION

- ☒ The applicant is requesting approval of a preliminary plat for a 39.53-acre tract of land (*i.e. Lot 1, Block A, Rockwall Hospital Addition*), which depicts the subject property being subdivided into seven (7) lots (*i.e. Lots 1-7, Block A, 276 Rockwall Addition*). The preliminary plat also shows a preliminary layout for the fire lane, public access, utility, and drainage and detention easements necessary to develop the subject property.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *conforming to the requirements for preliminary plats as stipulated by 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 *Conditions of Approval* section below.
- ☒ With the exception of the items listed in the *Conditions of Approval* section of this case memo, this plat is in substantial compliance with the requirements of the *Subdivision Ordinance* in the Municipal Code of Ordinances.

### CONDITIONS OF APPROVAL

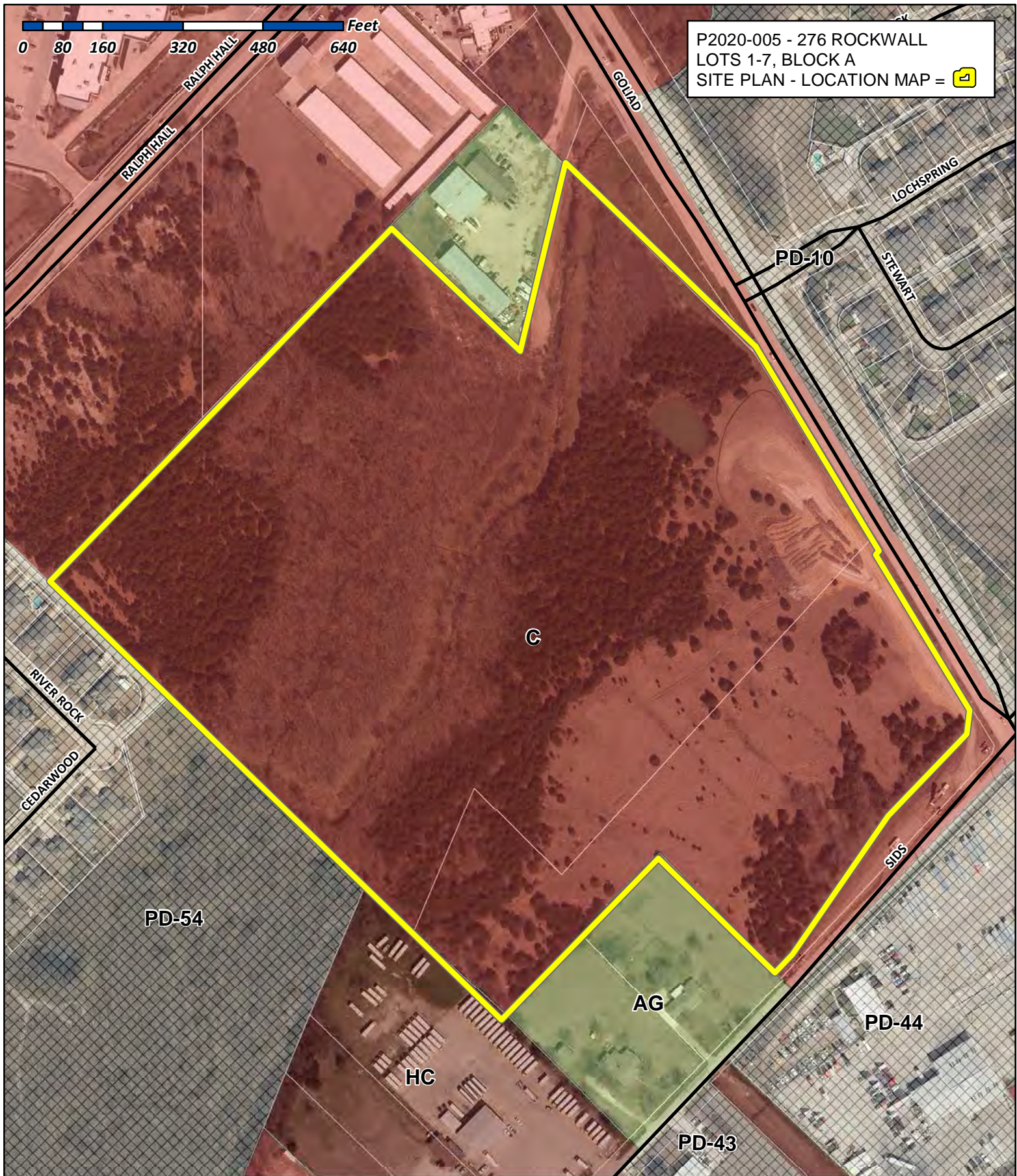
If the City Council chooses to approve the preliminary plat for *Lots 1-7, Block A, 276 Rockwall Addition*, staff would propose the following conditions of approval:

- (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 plat shall conform to the requirements set forth by the Unified Development Code (UDC), the International Building Code (IBC), 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 January 28, 2020, the Planning and Zoning Commission's motion to recommend approval of the applicant's request with staff's conditions of approval passed by a vote of 5-0 with Commissioners Fishman and Moeller absent.





## City of Rockwall

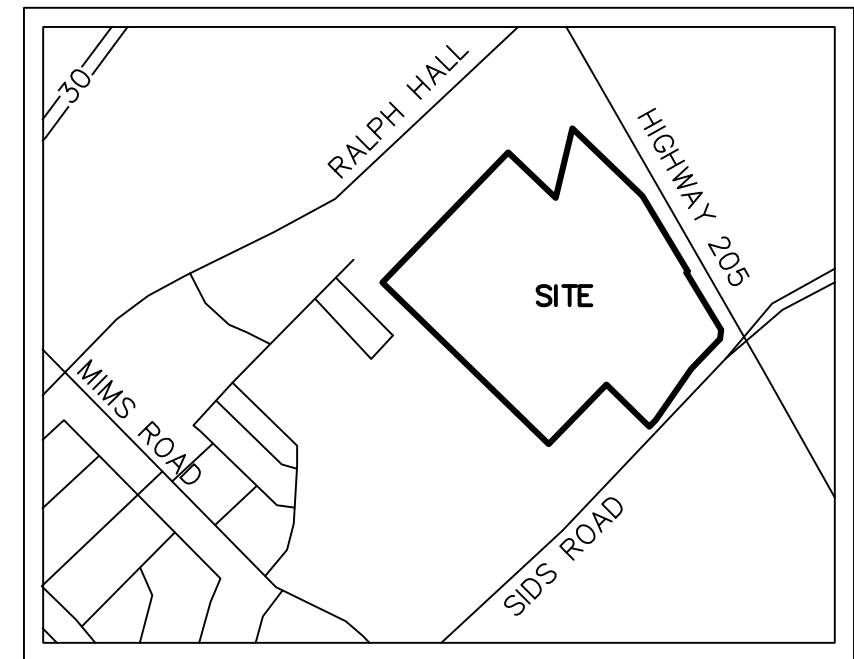
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75032  
(P): (972) 771-7745  
(W): [www.rockwall.com](http://www.rockwall.com)

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VICINITY MAP  
N.T.S.

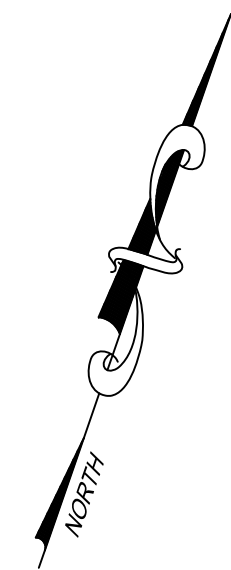
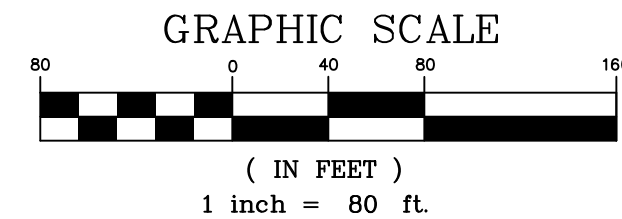


WAYNE BACKUS  
VOL. 498, PG. 56  
D.R.R.C.T.

CATHY A HALDEMAN  
VOL. 421, PG. 68  
D.R.R.C.T.

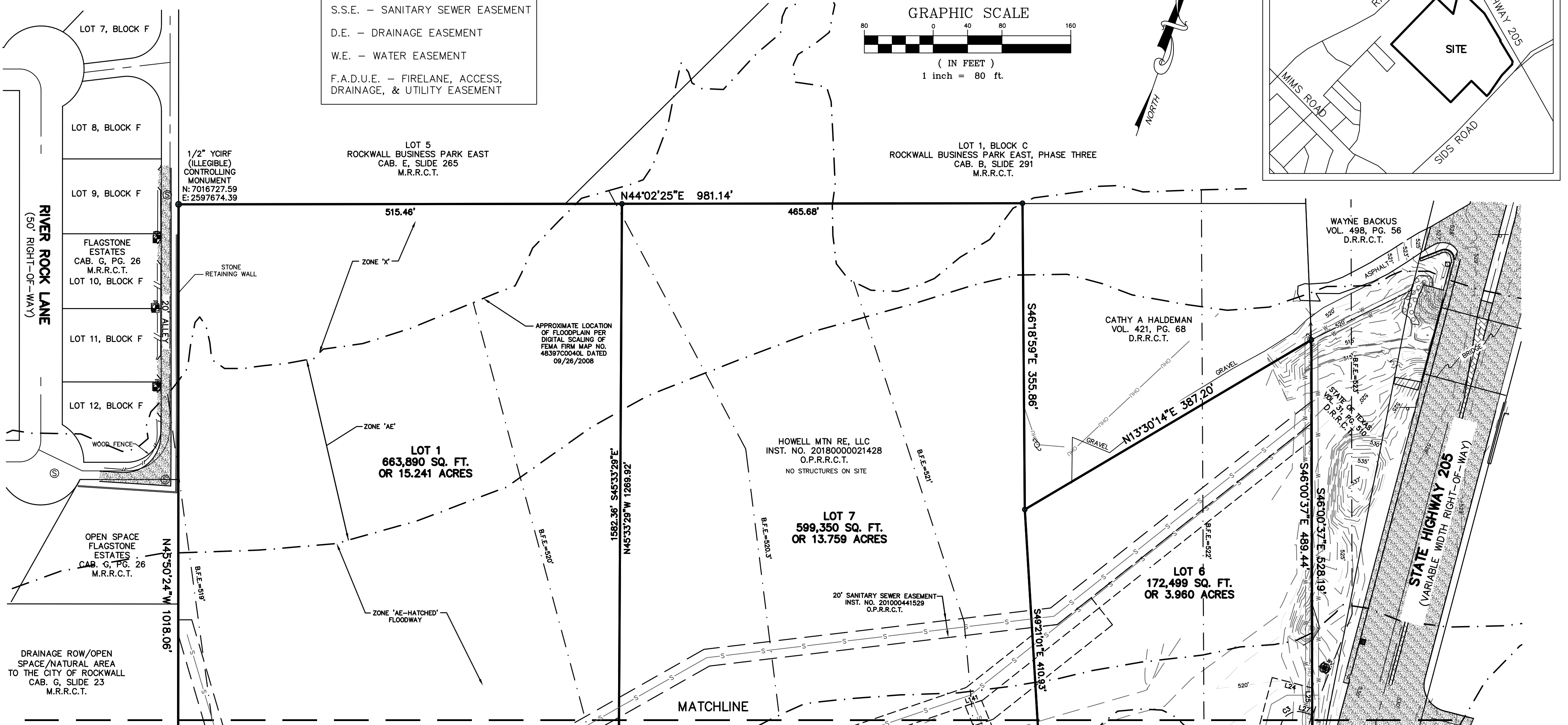
STATE OF TEXAS  
VOL. 31, PG. 510  
D.R.R.C.T.

STATE HIGHWAY 205  
(VARIABLE WIDTH RIGHT-OF-WAY)








LEGEND  
D.P.D.E. — DETENTION POND &  
DRAINAGE EASEMENT  
S.S.E. — SANITARY SEWER EASEMENT  
D.E. — DRAINAGE EASEMENT  
W.E. — WATER EASEMENT  
F.A.D.U.E. — FIRELANE, ACCESS,  
DRAINAGE, & UTILITY EASEMENT

LINE AND CURVE  
TABLES ON PAGE 3



NOTES:  
1. IRF — Iron Rod Found  
2. Notice: Selling a portion of this addition by metes and bounds is a violation of city subdivisions ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.  
3. O.P.R.R.T. — Official Public Records, Rockwall County, Texas.  
4. D.R.R.C.T. — Deed Records, Rockwall County, Texas.  
5. M.R.R.C.T. — Map Records, Rockwall County, Texas.  
6. CAB. — Cabinet  
7. PG. — PAGE  
8. INST — INSTRUMENT  
9. NO. — NUMBER  
10. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.  
11. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods.  
12. All property corners monumented with 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set, unless otherwise noted.  
13. All easements per Rockwall Hospital Addition recorded in Cabinet E, Page 133, Map Records, Rockwall County, Texas, except the 15' utility and sidewalk easement are abandoned by this plat, as shown hereon.  
14. On site underground utilities are proposed and shown per Site Plan provided by Triangle Engineering LLC.

LEGEND					
	GAS METER		FIRE HYDRANT		SIGN
	IRR. CONTROL VALVE		WATER METER		LIGHT POLE
	TELEPHONE PEDESTAL		FUEL PORT		TYPICAL FENCE
	POWER POLE		WATER VALVE		CONCRETE
	DOWN GUY		TRANSFORMER PAD		BOLLARD
	S.S. MANHOLE		ELECTRIC METER		VAULT
	CLEAN OUT		STORM DRAIN MANHOLE		TRAFFIC SIGNAL POLE

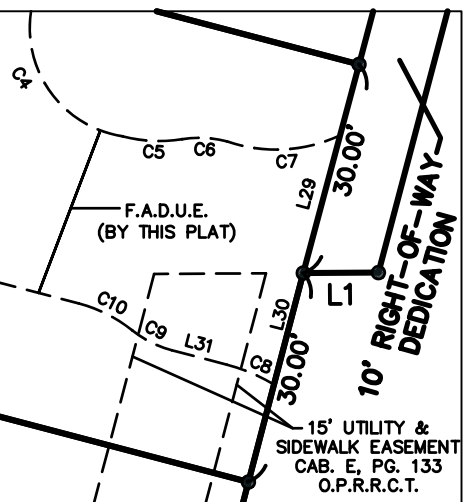
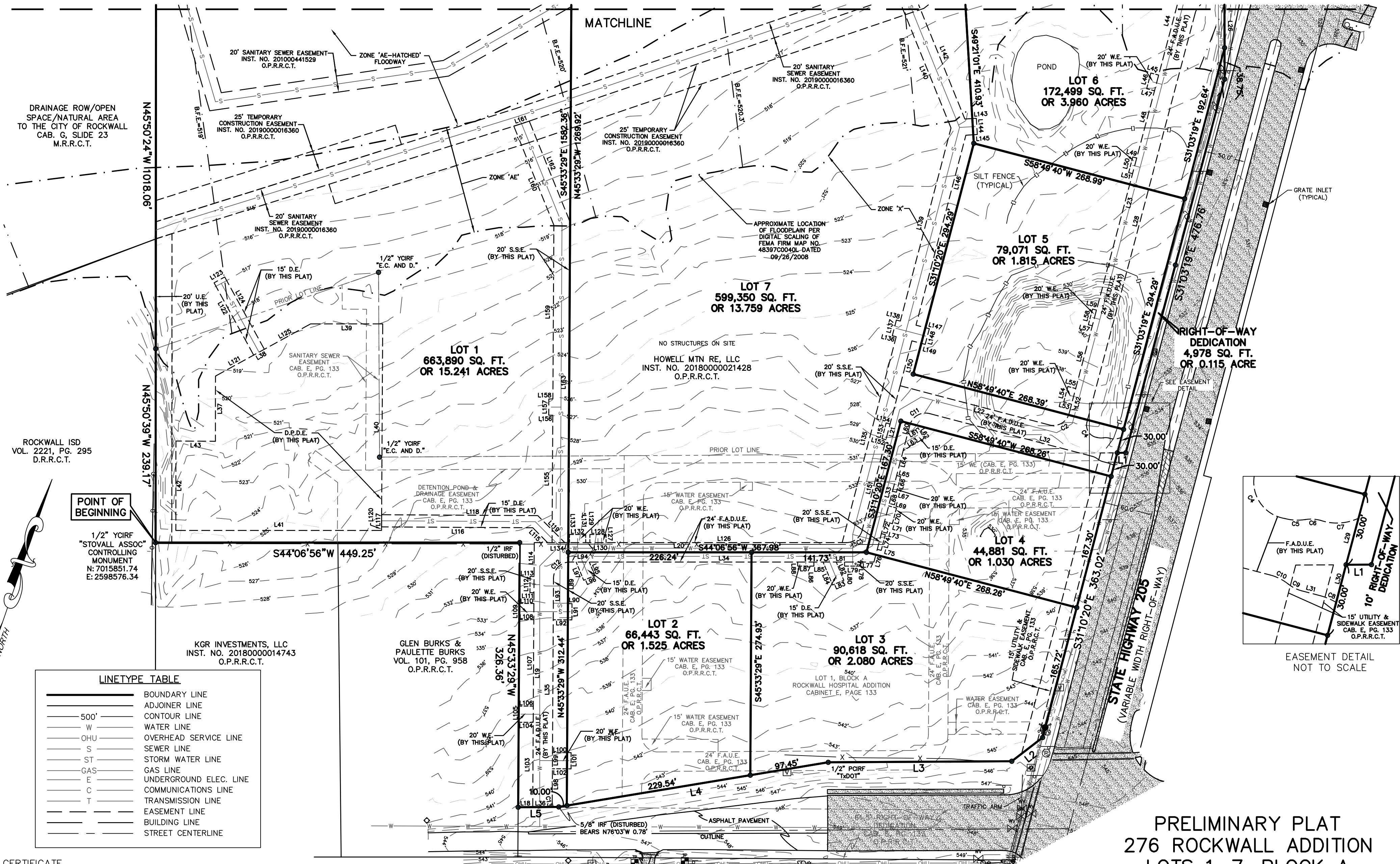
PRELIMINARY PLAT  
276 ROCKWALL ADDITION  
LOTS 1-7, BLOCK A  
BEING 39.525 ACRES OUT OF THE  
J.D. McFARLAND SURVEY, ABSTRACT NO. 145  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
JANUARY 2020

ENGINEER:  
KEVIN PATEL  
TRIANGLE ENGINEERING  
1784 W MCDERMOTT DRIVE  
SUITE 110  
ALLEN, TEXAS 75013  
469-331-8566  
KPATEL@TRIANGLE-ENGR.COM

OWNER:  
HOWELL MTN RE, LLC  
2560 TECHNOLOGY STE 100  
PLANO, TX 75074  
972-245-7960  
GCOOPER@COOPERGENCON.COM

CASE NO. P_____		PEISER & MANKIN SURVEYING, LLC		SHEET
JOB NO.: 19-0904		www.peisersurveying.com		
DATE: 01/15/2020	REV:	1604 HART STREET SOUTH LAKE, TEXAS 76092 817-481-1806 (O) COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE Texas Society of Professional Surveyors Member Since 1977		1
SCALE: 1" = 80'	DRAWN: J.B.W.			4
FIRM No. 100999-00				



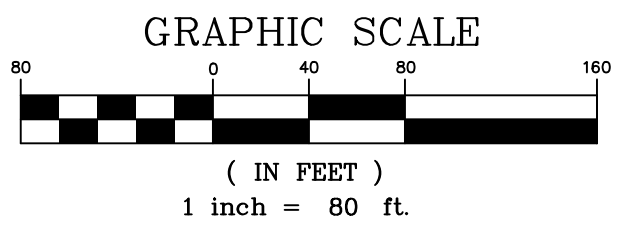


EASEMENT DETAIL  
NOT TO SCALE

**PRELIMINARY PLAT  
276 ROCKWALL ADDITION  
LOTS 1-7, BLOCK A**

BEING 39.525 ACRES OUT OF THE  
J.D. McFARLAND SURVEY, ABSTRACT NO. 145  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
JANUARY 2020

**FLOOD CERTIFICATE**  
As determined by the FLOOD INSURANCE RATE MAPS for Rockwall County, a portion of the subject property does appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 09/26/2008 Community Panel No. 48397C0040L subject lot is located in Zone 'X', 'A' & 'AE'.  
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures 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.



**LEGEND**  
D.P.D.E. - DETENTION POND & DRAINAGE EASEMENT  
S.S.E. - SANITARY SEWER EASEMENT  
D.E. - DRAINAGE EASEMENT  
W.E. - WATER EASEMENT  
F.A.D.U.E. - FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT

LINE AND CURVE  
TABLES ON PAGE 3

**ENGINEER:**  
KEVIN PATEL  
TRIANGLE ENGINEERING  
1784 W MCDERMOTT DRIVE  
SUITE 110  
ALLEN, TEXAS 75013  
469-331-8566  
KPATEL@TRIANGLE-ENGR.COM

**OWNER:**  
HOWELL MTN RE, LLC  
2560 TECHNOLOGY STE 100  
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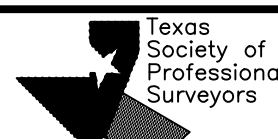
CASE NO. P-----

JOB NO.: 19-0904  
DATE: 01/15/2020  
REV:  
SCALE: 1" = 80'  
DRAWN: J.B.W.

**PEISER & MANKIN SURVEYING, LLC**  
www.peisersurveying.com

1604 HART STREET  
SOUTH LAKE, TEXAS 76092  
817-481-1806 (O)

COMMERCIAL  
RESIDENTIAL  
BOUNDARIES  
TOPOGRAPHY  
MORTGAGE



tmankin@peisersurveying.com FIRM No. 100999-00

Member Since 1977

SHEET  
2  
OF  
4



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 43°46'25" W	10.43'	L83	S 21°36'56" W	15.00'
L2	S 06°30'28" W	48.02'	L84	N 68°23'04" W	30.59'
L3	S 43°47'29" W	226.50'	L85	S 44°06'56" W	11.39'
L4	S 34°42'42" W	336.99'	L86	S 45°53'04" E	5.00'
L5	S 43°47'05" W	50.15'	L87	S 44°06'56" W	20.00'
L6	S 45°09'29" W	52.35'	L88	N 45°53'04" W	5.00'
L7	S 34°42'42" W	10.22'	L89	S 45°33'29" E	51.18'
L8	N 31°09'22" W	27.77'	L90	N 44°26'31" E	5.00'
L9	N 58°50'38" E	243.39'	L91	S 45°33'29" E	20.00'
L10	S 58°50'38" W	193.31'	L92	S 44°26'31" W	23.00'
L11	S 45°06'15" W	51.52'	L93	N 45°33'29" W	51.28'
L12	S 31°09'22" E	150.44'	L94	N 44°06'56" E	7.95'
L13	N 13°07'58" E	128.65'	L95	S 68°23'04" E	18.08'
L14	N 08°19'58" E	47.49'	L96	S 21°36'56" W	15.00'
L15	N 20°07'18" E	41.44'	L97	N 68°23'04" W	24.29'
L16	N 58°50'38" E	145.00'	L98	N 45°33'29" W	39.70'
L17	N 59°45'42" E	24.06'	L99	N 45°33'29" W	20.00'
L18	N 43°47'05" E	18.00'	L100	N 44°26'31" E	23.00'
L19	N 45°33'29" W	326.26'	L101	S 45°33'29" E	20.00'
L20	N 44°06'56" E	385.23'	L102	S 44°26'31" W	23.00'
L21	N 31°10'20" W	184.62'	L103	N 45°33'29" W	104.53'
L22	N 58°49'40" E	190.39'	L104	S 44°26'31" W	18.00'
L23	N 31°03'19" W	566.94'	L105	N 45°33'29" W	20.00'
L24	N 58°49'40" E	48.12'	L106	N 44°26'31" E	18.00'
L25	S 46°00'37" E	31.03'	L107	N 45°33'29" W	106.69'
L26	N 46°00'37" W	53.76'	L108	S 44°26'31" W	18.00'
L27	S 58°49'40" W	12.17'	L109	N 45°33'29" W	20.00'
L28	S 31°03'19" E	521.91'	L110	N 44°26'31" E	18.00'
L29	S 30°56'07" E	19.80'	L111	S 44°26'31" W	5.00'
L30	S 31°10'20" E	16.01'	L112	N 45°33'29" W	20.00'
L31	S 58°49'40" W	7.87'	L113	N 44°26'31" E	5.00'
L32	S 58°49'40" W	207.18'	L114	N 45°39'07" W	41.80'
L33	S 31°10'20" E	174.56'	L115	S 89°06'56" W	25.89'
L34	S 44°06'56" W	375.41'	L116	S 44°26'31" W	186.55'
L35	S 45°33'29" E	274.77'	L117	N 45°33'29" W	15.00'
L36	S 43°47'05" W	25.44'	L118	N 44°26'31" E	192.72'
L37	N 45°50'39" W	80.41'	L119	N 89°06'56" E	47.06'
L38	N 15°23'01" E	133.90'	L120	S 45°33'29" E	4.37'
L39	N 44°06'56" E	88.96'	L121	N 15°23'01" E	53.78'
L40	S 45°33'29" E	254.77'	L122	N 74°36'59" W	101.71'
L41	S 44°06'56" W	253.81'	L123	N 15°23'01" E	15.00'
L42	N 45°50'39" W	110.27'	L124	S 74°36'59" E	101.71'
L43	N 44°26'31" E	48.75'	L125	S 15°23'01" W	65.13'
L44	S 31°03'19" E	135.24'	L126	S 44°06'56" W	291.32'
L45	S 58°56'41" W	10.00'	L127	N 45°53'04" W	10.00'
L46	S 31°03'19" E	20.00'	L128	S 44°06'56" W	20.00'
L47	N 58°56'41" E	10.00'	L129	S 45°53'04" E	10.00'
L48	S 31°03'19" E	85.80'	L130	S 44°06'56" W	5.19'
L49	S 58°56'41" W	5.00'	L131	N 45°53'04" W	10.00'
L50	S 31°03'19" E	20.00'	L132	S 44°06'56" W	20.00'
L51	N 58°56'41" E	5.00'	L133	S 45°53'04" E	10.00'
L52	N 31°03'19" W	11.70'	L134	S 44°06'56" W	5.79'
L53	S 58°56'41" W	10.00'	L135	N 31°10'20" W	262.51'
L54	N 31°03'19" W	20.00'	L136	S 58°49'40" W	5.00'
L55	N 58°56'41" E	10.00'	L137	N 31°10'20" W	20.00'
L56	N 31°03'19" W	80.09'	L138	N 58°51'16" E	5.00'
L57	S 58°56'41" W	5.00'	L139	N 31°10'20" W	246.22'
L58	N 31°03'19" W	20.00'	L140	N 67°55'28" W	175.74'
L59	N 58°56'41" E	5.00'	L141	N 25°21'15" E	20.03'
L60	S 31°10'20" E	11.22'	L142	S 67°55'28" E	170.73'
L61	N 13°49'40" E	15.04'	L143	N 40°38'59" E	14.20'
L62	S 76°10'20" E	15.00'	L144	S 49°21'01" E	20.00'
L63	S 13°49'40" W	30.04'	L145	S 40°38'59" W	14.15'
L64	S 31°11'39" E	31.79'	L146	S 31°10'20" E	242.30'
L65	N 58°56'41" E	5.00'	L147	N 58°48'04" E	17.00'
L66	S 31°03'19" E	20.00'	L148	S 31°10'20" E	20.01'
L67	S 58°56'41" W	5.00'	L149	S 58°49'40" W	17.00'
L68	S 31°17'49" E	18.75'	L150	S 31°10'20" E	57.21'
L69	N 58°56'41" E	10.00'	L151	N 31°09'51" W	115.79'
L70	S 31°03'19" E	20.00'	L152	S 58°43'27" W	5.00'
L71	S 58°56'41" W	10.00'	L153	N 31°16'33" W	20.00'
L72	S 31°16'44" E	15.37'	L154	N 58°43'27" E	5.00'
L73	N 58°49'40" E	5.00'	L155	N 45°33'29" W	157.16'
L74	S 31°10'20" E	20.00'	L156	S 44°06'56" W	5.00'
L75	S 58°49'40" W	5.00'	L157	N 45°33'29" W	20.00'
L76	S 31°10'20" E	16.23'	L158	N 44°06'56" E	5.00'
L77	S 44°06'56" W	16.22'	L159	N 45°33'29" W	214.41'
L78	S 45°53'04" E	5.00'	L160	N 67°55'28" W	131.75'
L79	S 44°06'56" W	20.00'	L161	N 25°57'49" E	20.05'
L80	N 45°53'04" W	5.00'	L162	S 67°55'28" E	134.35'
L81	S 44°06'56" W	10.27'	L163	S 45°33'29" E	395.41'
L82	S 68°23'04" E	24.37'			

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.28'	20.00'	075°17'16"	N 06°28'18" E	24.43'
C2	31.38'	20.00'	089°52'59"	N 13°53'11" E	28.26'
C3	31.38'	20.00'	089°52'59"	S 13°53'11" W	28.26'
C4	25.38'	15.22'	095°32'08"	S 79°21'08" E	22.54'
C5	8.34'	20.00'	023°53'44"	N 46°52'48" E	8.28'
C6	6.26'	15.00'	023°53'44"	N 46°52'48" E	6.21'
C7	16.13'	20.92'	044°10'46"	N 41°04'25" E	15.74'
C8	7.13'	25.00'	016°20'28"	S 66°59'54" W	7.11'
C9	6.26'	14.99'	023°54'35"	S 70°46'32" W	6.21'
C10	8.34'	20.00'	023°53'44"	S 70°46'32" W	8.28'
C11	31.42'	20.00'	090°00'00"	S 13°49'40" W	28.28'
C12	31.30'	20.00'	089°40'25"	S 00°43'17" E	28.20'
C13	7.63'	20.00'	021°52'02"	S 56°29'30" E	7.59'

PRELIMINARY PLAT  
276 ROCKWALL ADDITION  
LOTS 1–7, BLOCK A  
BEING 39.525 ACRES OUT OF THE  
J.D. McFARLAND SURVEY, ABSTRACT NO. 145  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
JANUARY 2020

ENGINEER:  
  
KEVIN PATEL  
TRIANGLE ENGINEERING  
1784 W MCDERMOTT DRIVE  
SUITE 110  
ALLEN, TEXAS 75013  
469-331-8566  
KPATEL@TRIANGLE-ENGR.COM

OWNER:  
  
HOWELL MTN RE, LLC  
2560 TECHNOLOGY STE 100  
PLANO, TX 75074  
972-245-7960  
GCOOPER@COOPERGENCON.COM

CASE NO. P\_\_\_\_\_

JOB NO.: 19-0904	PEISER & MANKIN SURVEYING, LLC		SHEET
DATE: 01/15/2020	www.peisersurveying.com		
REV:		1604 HART STREET SOUTHLAKE, TEXAS 76092 817-481-1806 (O)	3
		COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	OF
DRAWN: J.B.W.	tmankin@peisersurveying.com	FIRM No. 100999-00	4
		Member Since 1977	



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:  
STATE OF TEXAS  
COUNTY OF ROCKWALL

I the undersigned owner of the land shown on this plat, and designated herein as the **276 ROCKWALL ADDITION** subdivision 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. I further certify that all other parties who have a mortgage or lien interest in the **276 ROCKWALL ADDITION** subdivision have been notified and signed this plat. I understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.

2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

3. The City of Rockwall will not be responsible for any claims of any nature resulting from or 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. All detention/drainage systems to be maintained, repaired, and replaced by property owner.

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

WITNESS MY HAND, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

HOWELL MTN RE, LLC

By: GENE COOPER

STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_:  
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gene Cooper, 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 thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS

RECOMMENDED FOR FINAL APPROVAL

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

APPROVED:  
I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor, City of Rockwall      City Secretary      City Engineer

OWNER'S CERTIFICATION  
WHEREAS HOWELL MTN RE, LLC, is the sole owner of that certain tract of land conveyed to Howell MTN RE, LLC, by deed recorded in Instrument Number 20180000021428, Official Public Records, Rockwall County, Texas, and being a portion of Lot 1, Block A, Rockwall Hospital Addition, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet E, Page 133, Map Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "Stovall Assoc" yellow cap found for the most southerly corner of said Howell tract, same being the most southerly corner of said Lot 1, same being in the northeasterly line of that certain tract of land conveyed to Rockwall ISD, by deed recorded in Volume 2221, Page 295, Deed Records, Rockwall County, Texas, same being the west corner of that certain tract of land conveyed to KGR Investments, LLC, by deed recorded in Instrument Number 20180000014743, said Official Public Records;

THENCE North 45 deg. 50 min. 39 sec. West, along the common line of said Howell tract and said Rockwall ISD tract, a distance of 239.17 feet to a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) for the most westerly corner of said Lot 1;

THENCE North 45 deg. 50 min. 24 sec. West, along the common line of said Howell tract and said Rockwall ISD plat, passing the north corner of said Rockwall ISD tract, same being the east corner of a Drainage ROW/Open Space/Natural Area to The City of Rockwall per plat recorded in Cabinet G, Slide 23, aforesaid Map Records, and continuing along the common line of said Howell tract and said Drainage ROW, passing the north corner of said Drainage ROW, same being the east corner of Flagstone Estates, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet G, Page 26, said Map Records, and continuing along the common line of said Howell tract and said Flagstone Estates, a total distance of 1018.06 feet to a 1/2 inch iron rod with illegible yellow cap found for the west corner of said Howell tract, same being the south corner of Lot 5, Rockwall Business Park East, an addition to, the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet E, Page 265, said Map Records;

THENCE North 44 deg. 02 min. 25 sec. East, along the common line of said Howell tract and said Lot 5, passing the east corner of said Lot 5, same being the south corner of Lot 1, Block C, Rockwall Business Park East, Phase Three, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet B, Slide 291, said Map Records, Rockwall County, Texas, and continuing along the common line of said Howell tract and said Lot 1, Block C, a total distance of 981.14 feet to a 1/2 inch iron rod set for a north corner of said Howell tract, same being the west corner of that certain tract of land conveyed to Cathy A. Haldeman, by deed recorded in Volume 421, Page 68, aforesaid Deed Records;

THENCE along the common line of said Howell tract and said Haldeman tract as follows:  
South 46 deg. 18 min. 59 sec. East, a distance of 355.86 feet to a 1/2 inch iron rod set for corner, same being the south corner of said Haldeman tract;  
North 13 deg. 30 min. 14 sec. East, a distance of 387.20 feet to a 1/2 inch iron rod set for the most easterly north corner of said Howell tract, same being the east corner of said Haldeman tract, same being the south corner of that certain tract of land conveyed to Wayne Backus, by deed recorded in Volume 498, Page 56, said Deed Records, same being the west corner of that certain tract of land conveyed to State of Texas, by deed recorded in Volume 31, Page 510, said Deed Records;

SURVEYOR'S CERTIFICATE

I, Timothy R. Mankin, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on the ground survey of the land and that the monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Rockwall, Texas.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE**  
**1/15/2020**  
\_\_\_\_\_  
Timothy R. Mankin  
Registered Professional Land Surveyor, No. 6122      Date \_\_\_\_\_

ENGINEER:  
  
KEVIN PATEL  
TRIANGLE ENGINEERING  
1784 W MCDERMOTT DRIVE  
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2560 TECHNOLOGY STE 100  
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GCOOPER@COOPERGENCON.COM

THENCE South 46 deg. 00 min. 37 sec. East, along the common line of said Howell tract and said State of Texas tract, a distance of 528.19 feet to a 1/2 inch iron rod set for corner, same being in the southwesterly right-of-way line of State Highway 205 (variable width right-of-way);

THENCE South 31 deg. 03 min. 19 sec. East, along the common line of said Howell tract and said State Highway 205, a distance of 476.76 feet to a 1/2 inch iron rod set for corner;

THENCE South 43 deg. 46 min. 25 sec. West, continuing along the common line of said Howell tract and said State Highway 205, a distance of 10.43 feet to a 1/2 inch iron rod set for corner, same being the north corner of aforesaid Lot 1, Block A;

THENCE South 31 deg. 10 min. 20 sec. East, continuing along the common line of said Howell tract and said State Highway 205, a distance of 363.02 feet to a 1/2 inch iron rod set for an east corner of said Howell tract, same being the north end of a corner clip in the intersection of said State Highway 205 and Sids Road (variable width right-of-way);

THENCE South 06 deg. 30 min. 28 sec. West, along the common line of said Howell tract and said corner clip, a distance of 48.02 feet, to a 1/2 inch iron rod set for the south end of said corner clip;

THENCE along the common line of said Howell tract and said Sids Road as follows:  
South 43 deg. 47 min. 29 sec. West, a distance of 226.50 feet to a 1/2 inch iron rod with pink "TXDOT" plastic cap found for angle point;  
South 34 deg. 42 min. 42 sec. West, a distance of 336.99 feet to a 1/2 inch iron rod set from which a disturbed 5/8 inch iron rod found bears North 76 deg. 03 min. West, 0.78 feet;  
South 43 deg. 47 min. 05 sec. West, a distance of 50.15 feet to a 1/2 inch iron rod set for the south corner of said Howell tract, same being in a south line of aforesaid Lot 1, Block A, same being in the northeast line of that certain tract of land conveyed to Glen Burks & Paulette Burks, by deed recorded in Volume 101, Page 958, aforesaid Deed Records;

THENCE along the common line of said Howell tract and said Burks tract as follows:  
North 45 deg. 33 min. 29 sec. West, a distance of 326.36 feet to a 1/2 inch iron rod found for corner, same being the north corner of said Burks tract;  
South 44 deg. 06 min. 56 sec. West, passing the west corner of said Burks tract, same being the north corner of aforesaid KGR tract, and continuing along the common line of said Howell tract and said KGR tract, a total distance of 449.25 feet to the POINT OF BEGINNING and containing 39.525 acres of computed land, more or less.

**PRELIMINARY PLAT**  
**276 ROCKWALL ADDITION**  
**LOTS 1-7, BLOCK A**  
BEING 39.525 ACRES OUT OF THE  
J.D. McFARLAND SURVEY, ABSTRACT NO. 145  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
JANUARY 2020

CASE NO. P _____		
JOB NO.: 19-0904	<b>PEISER &amp; MANKIN SURVEYING, LLC</b> <b>www.peisersurveying.com</b>	SHEET
DATE: 01/15/2020		
REV:		
DRAWN: J.B.W.	 1604 HART STREET SOUTHLAKE, TEXAS 76092 817-481-1806 (O)  COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE   Texas Society of Professional Surveyors  Member Since 1977	4  OF  4



Northing	Easting	Bearing	Distance
7015851.736	2598576.338		
		N 45°50'39" W	239.170
7016018.345	2598404.746		
		N 45°50'24" W	1018.056
7016727.588	2597674.395		
		N 44°02'25" E	981.142
7017432.884	2598356.449		
		S 46°18'59" E	355.860
7017187.100	2598613.795		
		N 13°30'14" E	387.200
7017563.595	2598704.210		
		S 46°00'37" E	528.190
7017196.752	2599084.224		
		S 31°03'19" E	476.760
7016788.326	2599330.168		
		S 43°46'25" W	10.426
7016780.797	2599322.955		
		S 31°10'20" E	363.022
7016470.190	2599510.860		
		S 06°30'28" W	48.020
7016422.479	2599505.417		
		S 43°47'29" W	226.500
7016258.977	2599348.671		
		S 34°42'42" W	336.990
7015981.962	2599156.774		
		S 43°47'05" W	50.150
7015945.756	2599122.072		
		N 45°33'29" W	326.360
7016174.269	2598889.064		
		S 44°06'56" W	449.250
7015851.736	2598576.338		

Closure Error Distance> 0.00000

Total Distance> 5797.097

Polyline Area: 1721721 sq ft, 39.5253 acres

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# CITY OF ROCKWALL

## PLANNING AND ZONING COMMISSION MEMORANDUM

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager*  
Mary Smith, *Assistant City Manager*  
Joey Boyd, *Assistant City Manager*

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

**DATE:** February 3, 2020

**SUBJECT:** Request for an Extension of the Temporary Moratorium on the Acceptance and Processing of Subdivision Plats for Commercial Projects in the City of Rockwall's Extraterritorial Jurisdiction (ETJ)

---

On November 8, 2019, the City Council adopted *Ordinance No. 19-44* establishing a 90-day moratorium on the acceptance and processing of subdivision plats for commercial projects in the City of Rockwall's Extraterritorial Jurisdiction (ETJ). The purpose of the moratorium was to allow time for Rockwall County and the City of Rockwall to amend their Interlocal Agreement to account for changes in the *Subdivision Regulations* of Rockwall County. At the time of adoption, Rockwall County was in the process of working with their consultant -- *Freese & Nichols, Inc.* -- to revise their *Subdivision Regulations* due to a lawsuit challenging certain requirements contained within these regulations. Without the review criteria for subdivision plats (*i.e. the Unified Regulations*) contained in the Interlocal Agreement, City staff was and is still unable to ensure that adequate public services were being provided. Based on this, the moratorium was adopted on the finding that, "(u)ntil the new *Unified Regulations* [*Subdivision Regulations*] are adopted, it is clear that applying the existing development ordinances and/or regulations, that have been stricken down by the court, is inadequate to prevent any new development from possibly causing the overcapacity of infrastructure or being detrimental to the public's health, safety, and general welfare in the City's Extraterritorial Jurisdiction (ETJ)."

With the current 90-day commercial moratorium set to expire on February 6, 2020, City staff is requesting that the City Council extend the moratorium based on the fact that a new Interlocal Agreement has not yet been negotiated. As of this memorandum, the County and the City have had several conversations via email concerning the Interlocal Agreement; however, the County has not yet adopted new *Subdivision Regulations*, and as a result cannot finalize the *Unified Regulations* for the Interlocal Agreement. According to Section 212.1362, *Expiration of Moratorium on Commercial Property in Certain Circumstances; Extension*, of the Texas Local Government Code (TLGC), "A moratorium on commercial property adopted under Section 212.1352 expires on the 90<sup>th</sup> day after the date the moratorium is adopted unless the municipality extends the moratorium by:

- (1) Holding a public hearing on the proposed extension of the moratorium; and
- (2) Adopting written findings that:
  - (A) Identify the problem requiring the need for extending the moratorium;
  - (B) Describe the reasonable progress made to alleviate the problem;
  - (C) Specify a definite duration for the renewal period of the moratorium; and
  - (D) Include a summary of evidence demonstrating that the problem will be resolved within the extended duration of the moratorium."

As stated above, a new Interlocal Agreement has not been adopted by the City and County [2A]. Rockwall County is still in the process of working to adopt new *Subdivision Regulations* and has been in close contact with the City concerning their progress [2B]. Based on this staff is requesting that the City Council consider extending the moratorium for an additional and final 90-days [2C]. Attached to

this memorandum is a copy of an email from Rockwall County Judge David Sweet outlining the County's progress in working towards developing new subdivision regulations and putting an Interlocal Agreement into place [2D]. This moratorium extension is not being requested in order to delay any specific project or projects, but in order to allow for planned growth and prevent any new commercial project from possibly causing the overcapacity of infrastructure or being detrimental to the public's health, safety, and general welfare in the City's ETJ.

The residential moratorium was also adopted by *Ordinance No. 19-44* on November 8, 2019. The residential moratorium established a 120-day moratorium on the acceptance and processing of subdivision plats for residential projects in the City's ETJ. This ordinance does not extend the residential moratorium since that moratorium does not expire until March 7, 2020; and depending on the progress made by the County and the development of an Interlocal Agreement, a determination by City staff will be made by mid-February whether an extension of the residential moratorium will be required.

Staff should note that a notice of public hearing was published in the Rockwall Herald Banner on Friday, January 17, 2020. If the City Council chooses to extend the moratorium an additional 90-days the extension would go into effect on February 7, 2020 (*i.e. after the expiration of the original moratorium*). This means that the moratorium for commercial properties would expire on May 7, 2020. If the City Council makes a motion -- *after holding a public hearing* -- to extend the moratorium the motion will need to include an indication that the moratorium is being extended based on the written findings contained within this memorandum. Should the City Council have any questions concerning this request both City staff and the City Attorney will be available at the meeting on February 3, 2020.

CITY OF ROCKWALL, TEXAS

ORDINANCE NO. 19-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, ENACTING A TEMPORARY MORATORIUM STAYING THE ACCEPTANCE AND PROCESSING OF SUBDIVISION PLAT APPLICATIONS IN THE CITY OF ROCKWALL'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION, AND APPEALS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REMEDIES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in conformance with Chapter 242, *Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code the City of Rockwall has entered into an agreement (the *Interlocal Agreement*) with Rockwall County for the processing and review of subdivision plats in the City of Rockwall's Extraterritorial Jurisdiction (ETJ); and

**WHEREAS**, *Exhibit 'A', Unified Regulations for Review of Plats in ETJ of City of Rockwall*, of the *Interlocal Agreement* provides the review criteria for subdivision plats in the Extraterritorial Jurisdiction (ETJ); and

**WHEREAS**, in accordance with the *Terms of Agreement* of the *Interlocal Agreement*, Rockwall County notified the City of Rockwall in writing on October 23, 2019 requesting to make changes to *Exhibit 'A'* of the *Interlocal Agreement* for the purpose of addressing changes in the *Subdivision Regulations* of Rockwall County; and

**WHEREAS**, the City of Rockwall finds that subdivision plats are a necessary mechanism to ensure that proper public facilities, infrastructure, drainage, and fire protection can be provided to support future development within the City's Extraterritorial Jurisdiction (ETJ), and to protect the health, safety, natural environment, quality of life, and general welfare of Rockwall County residents; and

**WHEREAS**, the City of Rockwall finds that the issues identified by Rockwall County contained in the *Interlocal Agreement* leave the City without sufficient review criteria to effectively review subdivision plats for property in the City's Extraterritorial Jurisdiction (ETJ), and that the agreement no longer adequately addresses the subdivision of land and the provision of adequate public facilities needed by citizens of Rockwall County; and

**WHEREAS**, in order for the City of Rockwall and Rockwall County to have adequate and reasonable time to review, evaluate, and revise and approve the *Interlocal Agreement*, and to consider the impact of the review criteria for subdivision plats -- *contained in Exhibit 'A' of the agreement* -- on the provision of adequate public facilities, infrastructure, drainage, and fire protection for future developments within the City's Extraterritorial Jurisdiction (ETJ), the City intends on imposing a temporary moratorium lasting for a period of 90-days for commercial property and 120-days for residential property, during which no applications for subdivision plats in the City of Rockwall's Extraterritorial Jurisdiction (ETJ) will be accepted; and

**WHEREAS**, the purpose of prohibiting subdivision plat applications for commercial and residential property in the City's Extraterritorial Jurisdiction (ETJ) during this temporary moratorium is to preserve the *status quo*, facilitate thoughtful and consistent planning, avoid exploitation of the delays inherent in the municipal legislative process, and prevent applications from undermining the effectiveness



of the revised review criteria by submitting a subdivision plat to avoid the application of new -- and possibly more restrictive -- *Interlocal Agreement*.

**WHEREAS**, in recognition of the importance of subdivision plats in the City of Rockwall's Extraterritorial Jurisdiction (ETJ) to property owners in this area, the City desires to implement this moratorium for a stated and fixed time period, and to include an exception and exemption clause -- *in accordance with Subchapter E of Chapter 212 of the Texas Local Government Code* -- to facilitate subdivision plat approval in cases of necessity and undue hardship; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the City Council of the City of Rockwall, in compliance with the laws of the State of Texas have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council in the exercise of its legislative discretion has concluded that a moratorium on residential and commercial development for property in the City's Extraterritorial Jurisdiction (ETJ) is necessary and in the interest of good governance, and ultimately in the best interest of the City of Rockwall;

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

**SECTION 1. Findings of Fact.** The foregoing recitals are incorporated into this ordinance by reference as legislative findings of fact as if expressly set forth herein.

**SECTION 2. Definitions.** As used in this ordinance, the following terms are defined. Any term appearing in this ordinance that is not specifically defined below shall have the meanings provided in the Municipal Code of Ordinances for the City of Rockwall, or if not defined in this document then the common meaning of the word shall apply.

- (1) Commercial Property. Commercial property is defined as any property that is being platted for the purpose of authorizing any land use other than single-family or agricultural land uses (e.g. *multi-family, industrial, commercial, etc.*).
- (2) Proper Public Facilities. Unless otherwise indicated in this ordinance, proper public facilities shall be defined as meaning water, wastewater or sewer, drainage facilities, street improvements, and fire and police protection.
- (3) Residential Property. Residential property is defined as any property that is being platted for the purpose of authorizing single-family and agricultural land uses.

**SECTION 3. Applicability.** The City of Rockwall hereby enacts this ordinance in order to impose a temporary moratorium on the acceptance and processing of subdivision plats in the City of Rockwall's Extraterritorial Jurisdiction (ETJ).

**SECTION 4. Purpose.** This temporary moratorium is being enacted to allow the City of Rockwall and Rockwall County to evaluate the *Interlocal Agreement* and to update the review criteria for subdivision plats contained in *Exhibit 'A'* of the agreement.

**SECTION 5. Enactment.** The City of Rockwall hereby enacts this ordinance implementing a temporary moratorium on the City of Rockwall acceptance, review, and approval of subdivision plats in the City of Rockwall's Extraterritorial Jurisdiction (ETJ).

**SECTION 6. Duration.** The initial duration of this temporary moratorium shall be for a period not to exceed 90-days for commercial properties and not to exceed 120-days for residential properties after the approval and adoption of this ordinance, or the repeal of this ordinance by the City Council of the City of Rockwall, whichever occurs first.



**SECTION 7. *Exceptions and Exemptions.*** The following projects shall be considered for exceptions and exemptions from the moratorium:

(1) *Exceptions.*

(A) *Ongoing Projects.* The temporary moratorium implemented by this ordinance does not apply to any commercial or residential property that has an active subdivision plat application with the City of Rockwall or Rockwall County that has not expired in accordance with the rules and requirements of Rockwall County, the City of Rockwall, or the Texas Local Government Code.

(B) *Vested Projects.* The temporary moratorium implemented by this ordinance does not apply to any commercial or residential property that are vested under Chapter 245, *Issuance of Local Permits*, of the Texas Local Government Code. Property owners asserting vested rights shall submit an application claiming an exception to this temporary moratorium to the Planning and Zoning Department of the City of Rockwall for review in accordance with the requirements of the current *Interlocal Agreement*.

(2) *Exemptions.* Any property owner who does not assert rights under Chapter 245, *Issuance of Local Permits*, of the Texas Local Government Code, but who seeks authorization to proceed with a subdivision plat outside of the exceptions listed in this ordinance and during the temporary moratorium can request the following alternative forms of approval:

(A) *212 Development Agreement.* Property owners with a negotiated approval granted by the City Council that provides for construction standards, platting and development rules pursuant to Subchapter G, *Agreement Governing Certain Land in a Municipality's Extraterritorial Jurisdiction*, Chapter 212, *Regulations of Subdivisions*, of the Texas Local Government Code may apply for an exemption from the temporary moratorium.

**SECTION 8. *Determination and Appeals.***

(1) *Determinations.* The Director of Planning and Zoning or his/her designee shall make all initial determinations regarding the status of all projects seeking to submit a subdivision plat application during this temporary moratorium concerning the status of a project as provided for above in the *Exceptions and Exemptions* section of this ordinance.

(2) *Appeals.* Property owners seeking to challenge a determination made by the Director of Planning and Zoning may appeal that initial determination to the City Manager. Secondary determinations of the City Manager may be appealed to the City Council. The City Council's decision shall be final.

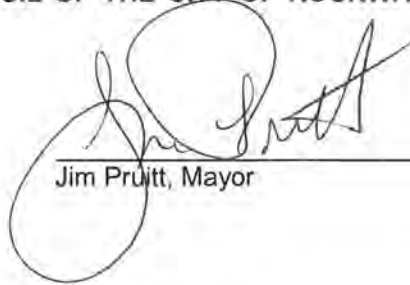
(3) *Exemptions.* The decision to approve an *Exemption* as provided for above in the *Exceptions and Exemptions* section of this ordinance shall rest solely with the City Council.

**SECTION 9. *Ordinances Cumulative.*** All ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby superseded to the extent of that conflict.

**SECTION 10. *Severability.*** If any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Subdivision Regulations of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.

**SECTION 11. *Effective Date.*** This ordinance shall take effect immediately.

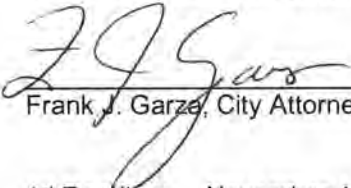
**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS  
THE 8<sup>TH</sup> DAY OF NOVEMBER, 2019.**

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

**ATTEST:**

  
\_\_\_\_\_  
Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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



1<sup>st</sup> Reading: November 4, 2019

2<sup>nd</sup> Reading: November 8, 2019



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# CITY OF ROCKWALL

## PLANNING AND ZONING COMMISSION MEMORANDUM

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Mayor and City Council

**CC:** Rick Crowley, *City Manager*  
Mary Smith, *Assistant City Manager*  
Joey Boyd, *Assistant City Manager*

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

**DATE:** February 3, 2020

**SUBJECT:** Updated Fence Standards for Existing and Infill Single-Family and Duplex Properties

---

On January 21, 2020, the City Council held a work session to discuss the fence standards. At this work session the City Council directed staff to make the following changes to Section 08.03(B), *Fence Standards for Existing and Infill Single-Family and Duplex Properties*, of Article 08, *Landscape and Fence Standards*, of the Unified Development Code (UDC):

- (1) Remove the language requiring fences be constructed with a decorative top rail and/or cap.
- (2) Remove the language requiring fences be stained and sealed on both sides of the fence.
- (3) Change the standards to allow the framing to be placed on the public side when adjacent to an alleyway.
- (4) Remove the language requiring fences be free of burs and splinters.
- (5) Remove the language requiring fences be constructed with ½-inch or greater fencing material.

Based on this direction staff is proposing to change this section of the ordinance to read:

#### Removed Language

#### Addition Language

All solid fencing shall be constructed utilizing standard cedar fencing materials (*spruce fencing is prohibited*) that are a minimum of ½-inch or greater in thickness. Fences shall be constructed a minimum of six (6) feet in height and a maximum of eight (8) feet in height. Posts, fasteners, and bolts shall be formed from hot dipped galvanized or stainless steel. All cedar pickets shall be placed on the public side and all posts and/or framing shall be placed on the private side when adjacent to a public street (*excluding alleyway*), open space, public park, and/or neighboring properties. ~~(i.e. facing streets, alleys, open space, parks, and/or neighboring properties). All posts and/or framing shall be placed on the private side (i.e. facing towards the home) of the fence. All wood fences shall be smooth finished, free of burs and splinters, and be stained and sealed on both sides of the fence. Painting a fence with oil or latex based paint shall be prohibited. All solid fences shall incorporate a decorative top rail and/or cap detailing the design of the fence.~~

Staff should note, that language pertaining to using fence materials “a minimum of ½-inch or greater in thickness” was not removed from the proposed revision. In the work session the City Council expressed concern that this was too restrictive; however, staff has researched the fence permits issued by the City and wanted to bring this item back before the City Council for reconsideration. The standard fence picket used on the majority of residential fences is a minimum of ⅝-inch in thickness, which is in compliance with the current language of the ordinance. Staff has also reviewed the websites of local big box stores and found that no fence materials or pickets are less than ½-inch in thickness (*with the exception of four [4] products all of which are made from a composite material and*

were 7/16-inch in thickness). The majority of the pickets on the websites were either  $\frac{1}{2}$ ,  $\frac{5}{8}$ ,  $\frac{3}{4}$ , or one (1) inch all of which would be permitted under the current ordinance. In addition, the special exception process would allow the Planning and Zoning Commission the ability to review materials and sizes on a case-by-case basis if it does not meet the proposed requirements. In requiring materials, a *minimum of  $\frac{1}{2}$ -inch or greater in thickness*, staff is trying to ensure that flimsy (*typically veneer*) products that tend to warp are not used for fences in the City of Rockwall.

With all this being said, any changes to the UDC are discretionary decisions for the City Council, and staff can make any adjustments dictated by the City Council. Should the City Council choose to direct staff to move forward, this text amendment would be subject to the following schedule:

Planning and Zoning Commission Work Session: February 25, 2020

Planning and Zoning Commission Public Hearing: March 10, 2020

City Council Public Hearing/1<sup>st</sup> Reading: March 16, 2020

City Council 2<sup>nd</sup> Reading: April 6, 2020

Should the City Council have any questions concerning this agenda item, staff will be available at the meeting on February 3, 2020.

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City of Rockwall  
*The New Horizon*

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# **Building Inspections Department Monthly Report**

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## **December 2019**

### **Permits**

**Total Permits Issued: 248**

Building Permits: 39

Contractor Permits: 209

**Total Commercial Permit Values: \$ 4,600,222.40**

Building Permits: \$4,443,500.00

Contractor Permits: \$156,722.40

**Total Fees Collected: \$205,859.61**

Building Permits: \$170,487.26

Contractor Permits: \$35,372.35

### **Board of Adjustment**

**Board of Adjustment Cases 0**

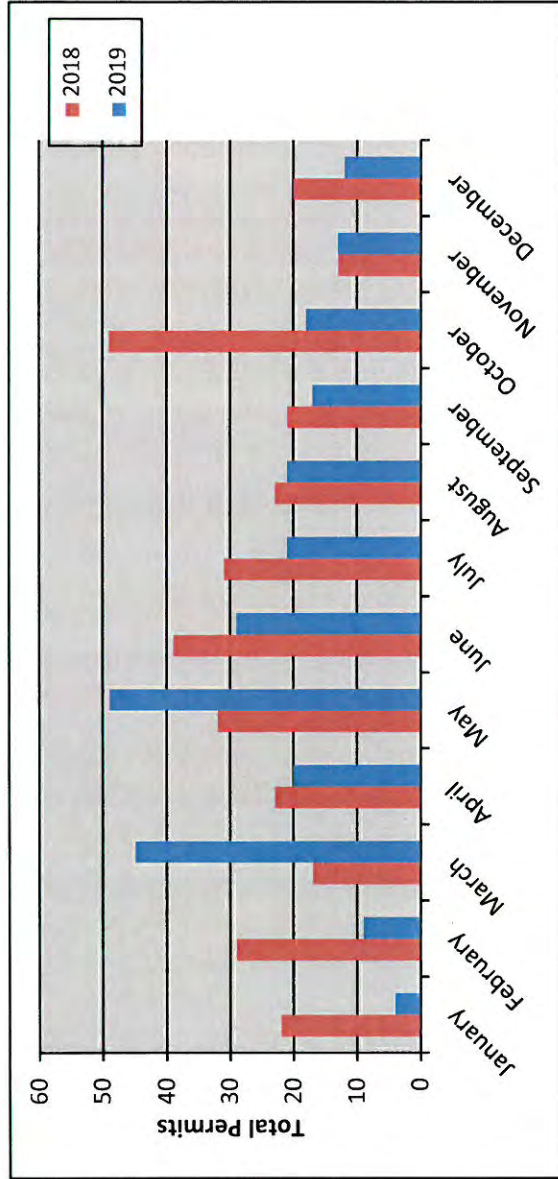
PERMITS ISSUED - Summary by Type and Subtype  
For the Period 12/1/2019 thru 12/31/2019

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	2	\$0.00	\$100.00
	1	\$0.00	\$50.00
30 DAY BANNER	1	\$0.00	\$50.00
CLEAN SHOW	2	\$0.00	\$151.50
	2	\$0.00	\$151.50
CO	9	\$0.00	\$679.50
BUSINESS	8	\$0.00	\$604.50
NEW CONSTRUCTION	1	\$0.00	\$75.00
COMM	21	\$4,578,203.00	\$109,868.25
CONCRETE	1	\$3,300.00	\$110.93
ELECTRICAL	3	\$44,700.00	\$768.44
IRRIGATION	5	\$37,700.00	\$13,124.67
MECHANICAL	1	\$13,000.00	\$234.75
NEW	3	\$4,100,000.00	\$91,603.80
PLUMBING	5	\$36,003.00	\$817.38
REMODEL	3	\$343,500.00	\$3,208.28
SIGNAGE	9	\$22,019.40	\$910.50
DEVELOPMENT	1	\$869.40	\$76.50
DIRECTORY	1	\$800.00	\$76.50
MONUMENT	2	\$20,000.00	\$226.50
SIGN	1	\$0.00	\$150.00
TEMP REAL ESTATE	2	\$0.00	\$229.50
WALL	2	\$350.00	\$151.50
SINGLE FAMILY	191	\$3,000.00	\$93,399.36
ACC BLDG	4	\$0.00	\$383.80
ADDITION	4	\$0.00	\$1,066.90
BALCONY	1	\$0.00	\$178.50
CONCRETE	9	\$0.00	\$2,323.51
CONST TRAILER	1	\$0.00	\$4,141.51
DEMO	2	\$0.00	\$102.00
ELECTRICAL	6	\$0.00	\$1,561.46
FENCE	63	\$0.00	\$3,205.50
IRRIGATION	32	\$0.00	\$2,407.20
MECHANICAL	2	\$0.00	\$252.50
MISCELLANEOUS	1	\$0.00	\$51.00
NEW	12	\$0.00	\$67,579.04
PATIO COVER	3	\$0.00	\$466.70
PERGOLA	4	\$0.00	\$351.50
PLUMBING	13	\$0.00	\$1,096.50
REMODEL	4	\$0.00	\$5,597.74
RETAINING WALL	1	\$0.00	\$51.50
ROOF	13	\$0.00	\$990.00
SWIM POOL	9	\$0.00	\$1,235.50
WINDOWS	7	\$0.00	\$357.00
SPECIAL EVENT	13	\$0.00	\$444.50
	13	\$0.00	\$444.50
TCO	1	\$0.00	\$306.00
	1	\$0.00	\$306.00
Totals:	248	\$4,600,222.40	\$205,859.61



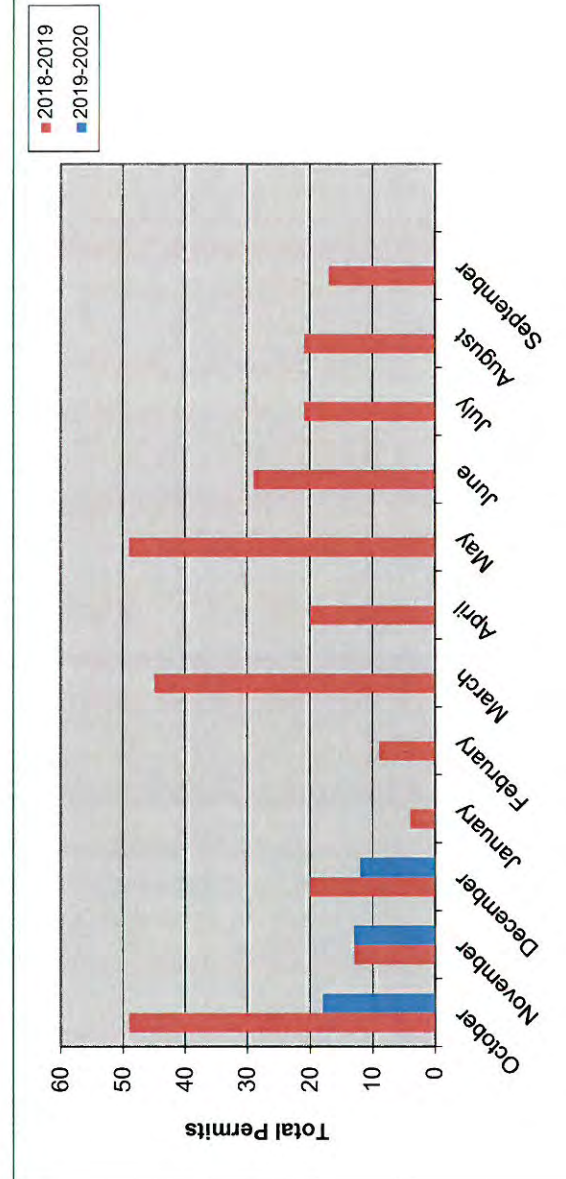
## New Residential Permits      Calendar Year

	Year	
	2018	2019
January	22	4
February	29	9
March	17	45
April	23	20
May	32	49
June	39	29
July	31	21
August	23	21
September	21	17
October	49	18
November	13	13
December	20	12
<b>Totals</b>	<b>319</b>	<b>258</b>



## New Residential Permits      Fiscal Year

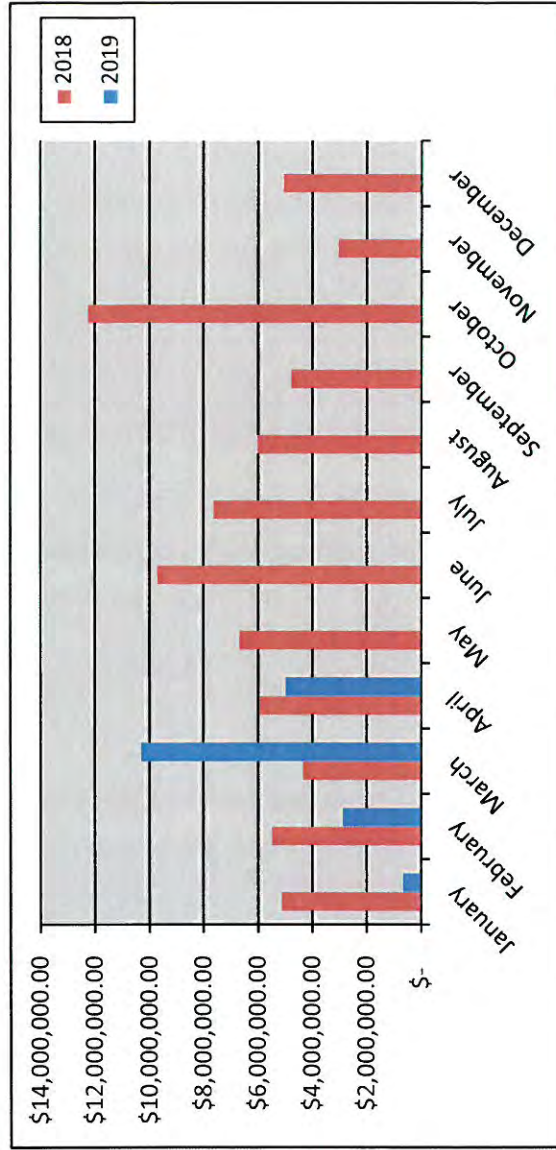
	Year	
	2018-2019	2019-2020
October	49	18
November	13	13
December	20	12
January	4	
February	9	
March	45	
April	20	
May	49	
June	29	
July	21	
August	21	
September	17	
<b>Totals</b>	<b>297</b>	<b>43</b>





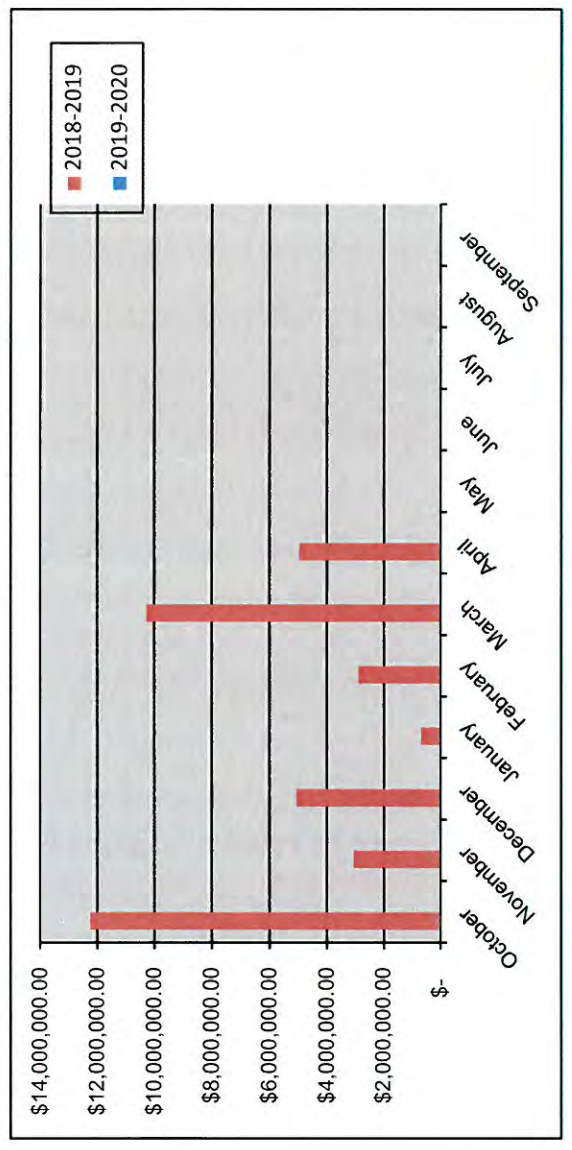
## New Residential Value      Calendar Year

	Year	
	2018	2019
January	\$ 5,145,624.00	\$ 681,618.00
February	\$ 5,505,704.00	\$ 2,897,344.85
March	\$ 4,374,886.00	\$ 10,294,717.00
April	\$ 5,946,813.00	\$ 4,977,668.00
May	\$ 6,706,301.00	-
June	\$ 9,728,069.00	-
July	\$ 7,660,917.00	-
August	\$ 6,049,208.00	-
September	\$ 4,799,404.00	-
October	\$ 12,263,973.00	-
November	\$ 3,064,499.00	-
December	\$ 5,072,758.00	-
<b>Totals</b>	<b>\$ 76,318,156.00</b>	<b>\$ 18,851,347.85</b>



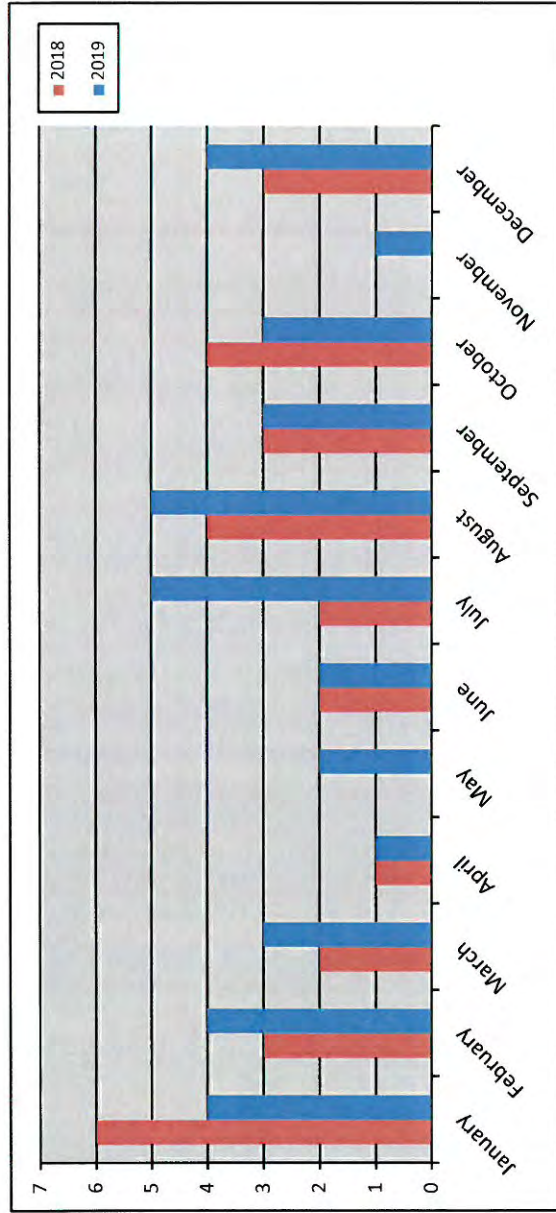
## New Residential Value      Fiscal Year

	Year	
	2018-2019	2019-2020
October	\$ 12,263,973.00	\$ -
November	\$ 3,064,499.00	\$ -
December	\$ 5,072,758.00	\$ -
January	\$ 681,618.00	\$ -
February	\$ 2,897,344.85	\$ -
March	\$ 10,294,717.00	\$ -
April	\$ 4,977,668.00	\$ -
May	\$ -	\$ -
June	\$ -	\$ -
July	\$ -	\$ -
August	\$ -	\$ -
September	\$ -	\$ -
<b>Totals</b>	<b>\$39,252,577.85</b>	<b>\$ -</b>



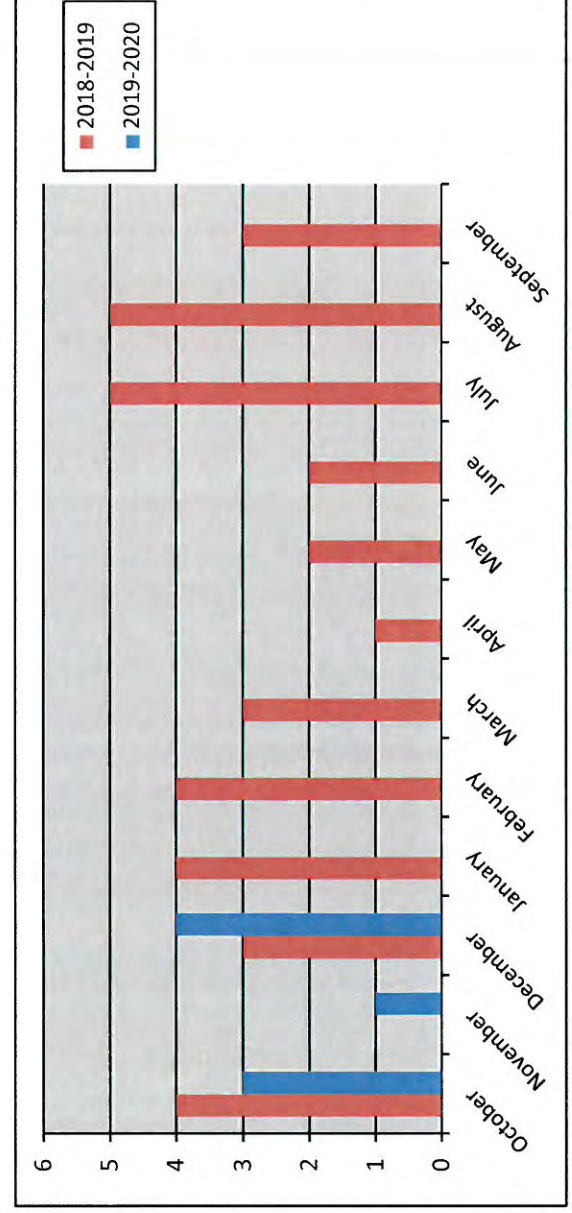
## Residential Remodel Permits      Calendar Year

	Year	
	2018	2019
January	6	4
February	3	4
March	2	3
April	1	1
May	0	2
June	2	2
July	2	5
August	4	5
September	3	3
October	4	3
November	0	1
December	3	4
<b>Totals</b>	<b>30</b>	<b>37</b>



## Residential Remodel Permits      Fiscal Year

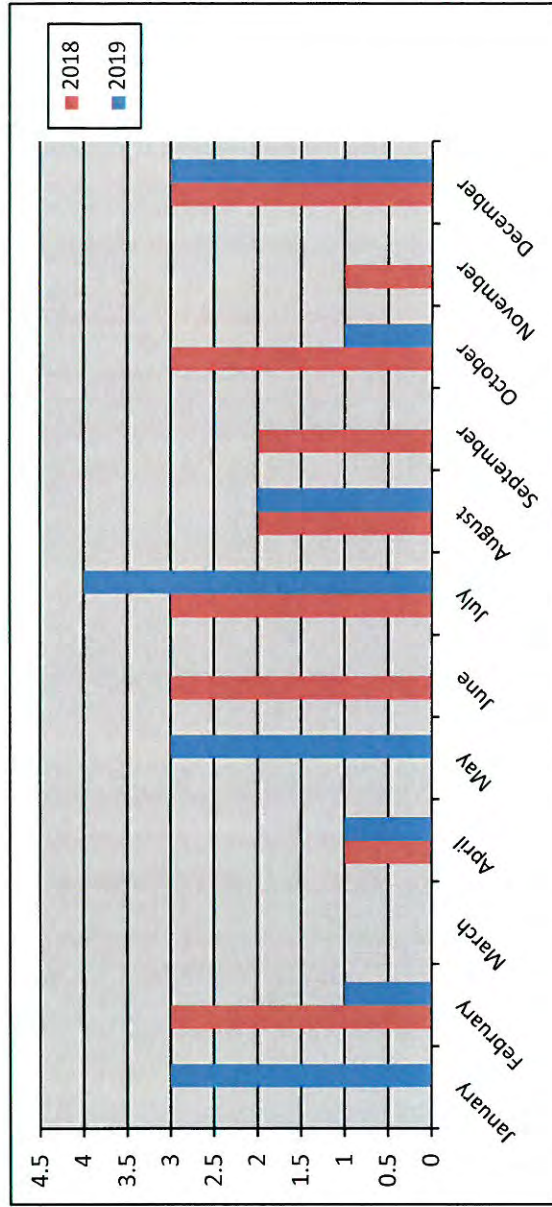
	Year	
	2018-2019	2019-2020
October	4	3
November	0	1
December	3	4
January	4	
February	4	
March	3	
April	1	
May	2	
June	2	
July	5	
August	5	
September	3	
<b>Totals</b>	<b>36</b>	<b>8</b>





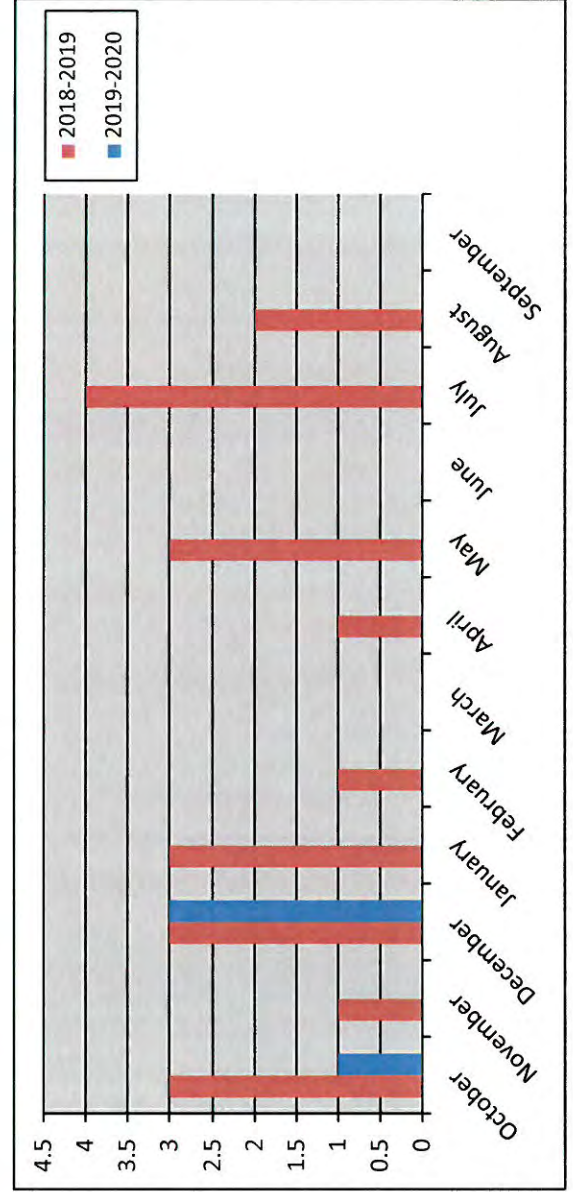
## New Commercial Permits      Calendar Year

	Year	
	2018	2019
January	0	3
February	3	1
March	0	0
April	1	1
May	0	3
June	3	0
July	3	4
August	2	2
September	2	0
October	3	1
November	1	0
December	3	3
<b>Totals</b>	<b>21</b>	<b>18</b>



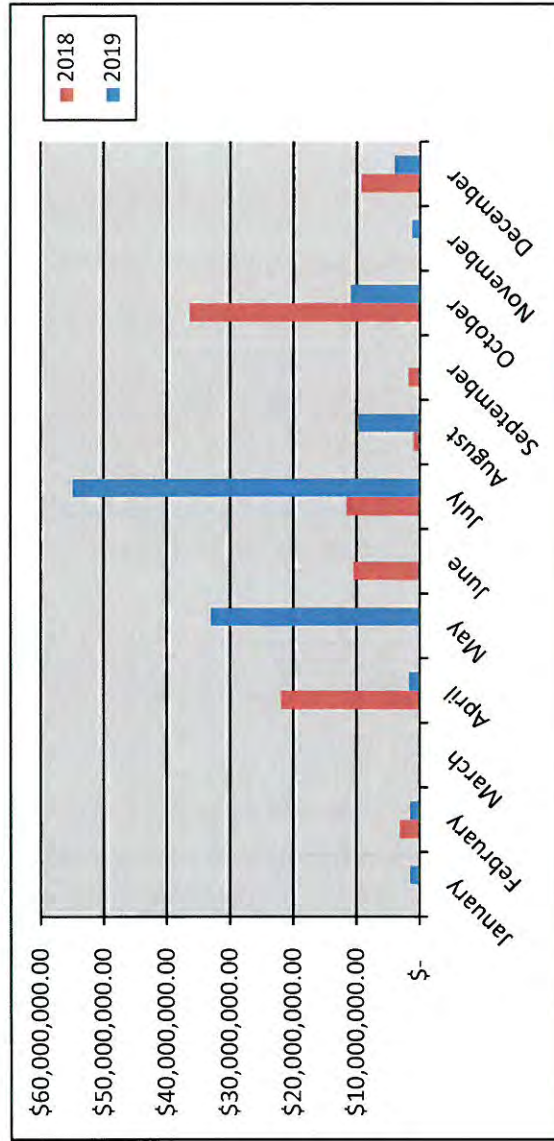
## New Commercial Permits      Fiscal Year

	Year	
	2018-2019	2019-2020
October	3	1
November	1	0
December	3	3
January	3	
February	1	
March	0	
April	1	
May	3	
June	0	
July	4	
August	2	
September	0	
<b>Totals</b>	<b>21</b>	<b>4</b>



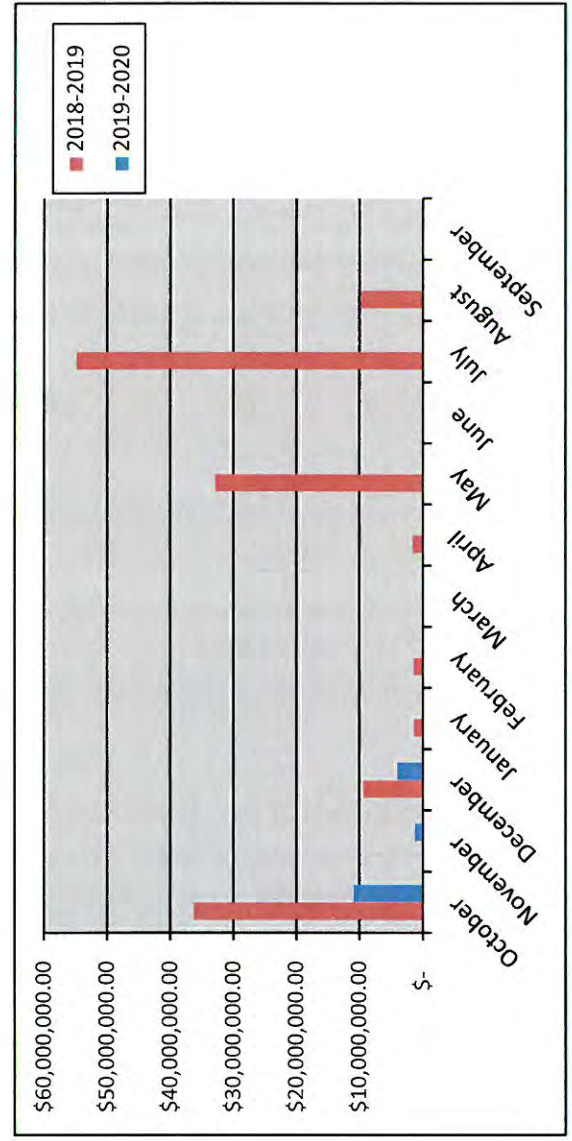
## New Commercial Value      Calendar Year

Year		
	2018	2019
January		\$ 1,530,000.00
February	\$ 3,221,771.00	\$ 1,500,000.00
March	-	\$ -
April	\$ 22,000,000.00	\$ 1,700,000.00
May	-	\$ 32,969,700.00
June	\$ 10,602,430.88	\$ -
July	\$ 11,712,500.00	\$ 54,900,000.00
August	\$ 1,111,950.00	\$ 9,736,987.00
September	\$ 1,930,813.00	\$ -
October	\$ 36,425,000.00	\$ 11,000,000.00
November	\$ 180,000.00	\$ 1,287,930.72
December	\$ 9,427,800.00	\$ 4,100,000.00
<b>Totals</b>	<b>\$ 96,612,264.88</b>	<b>\$ 118,724,617.72</b>



## New Commercial Value      Fiscal Year

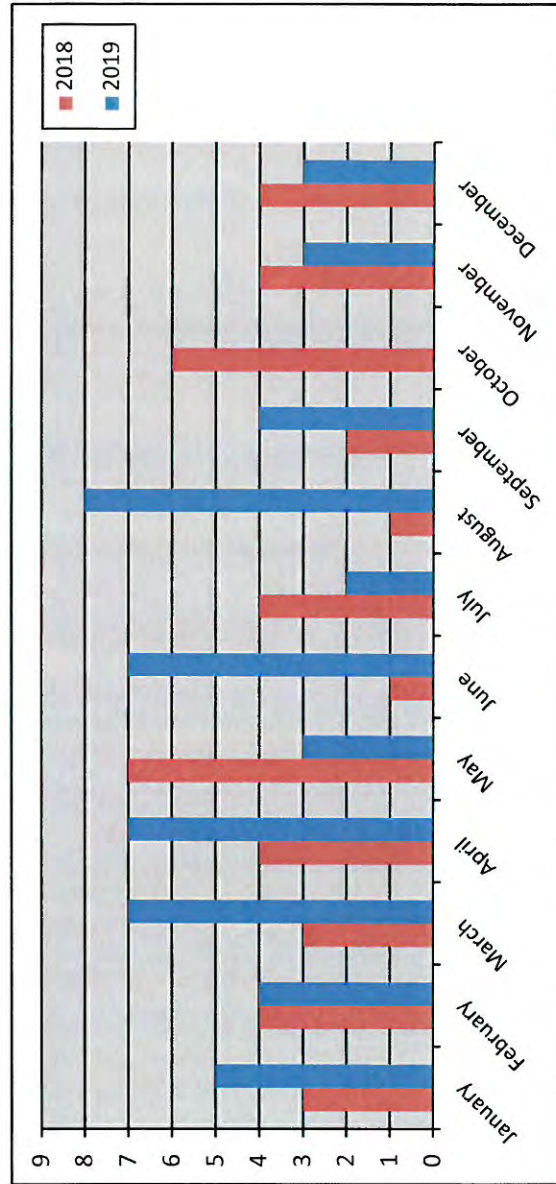
Year		
	2018-2019	2019-2020
October	\$ 36,425,000.00	\$ 11,000,000.00
November	\$ 180,000.00	\$ 1,287,930.72
December	\$ 9,427,800.00	\$ 4,100,000.00
January	\$ 1,530,000.00	
February	\$ 1,500,000.00	
March	-	
April	\$ 1,700,000.00	
May	\$ 32,969,700.00	
June	-	
July	\$ 54,900,000.00	
August	\$ 9,736,987.00	
September	-	
<b>Totals</b>	<b>\$ 148,369,487.00</b>	<b>\$ 16,387,930.72</b>





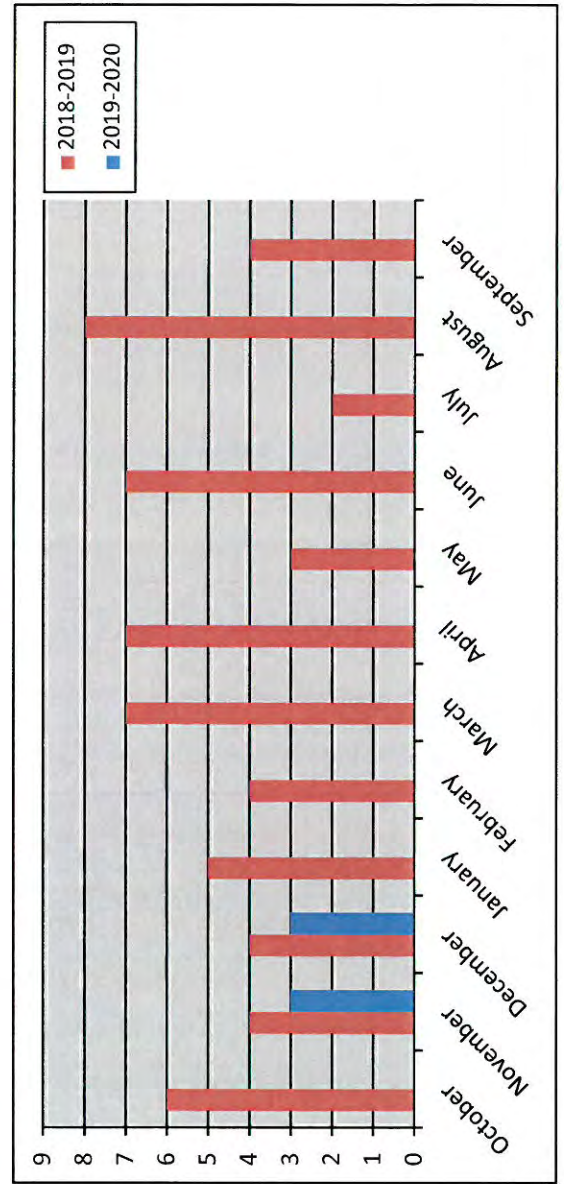
## Commercial Remodel Permits      Calendar Year

	Year	
	2018	2019
January	3	5
February	4	4
March	3	7
April	4	7
May	7	3
June	1	7
July	4	2
August	1	8
September	2	4
October	6	0
November	4	3
December	4	3
<b>Totals</b>	<b>43</b>	<b>53</b>



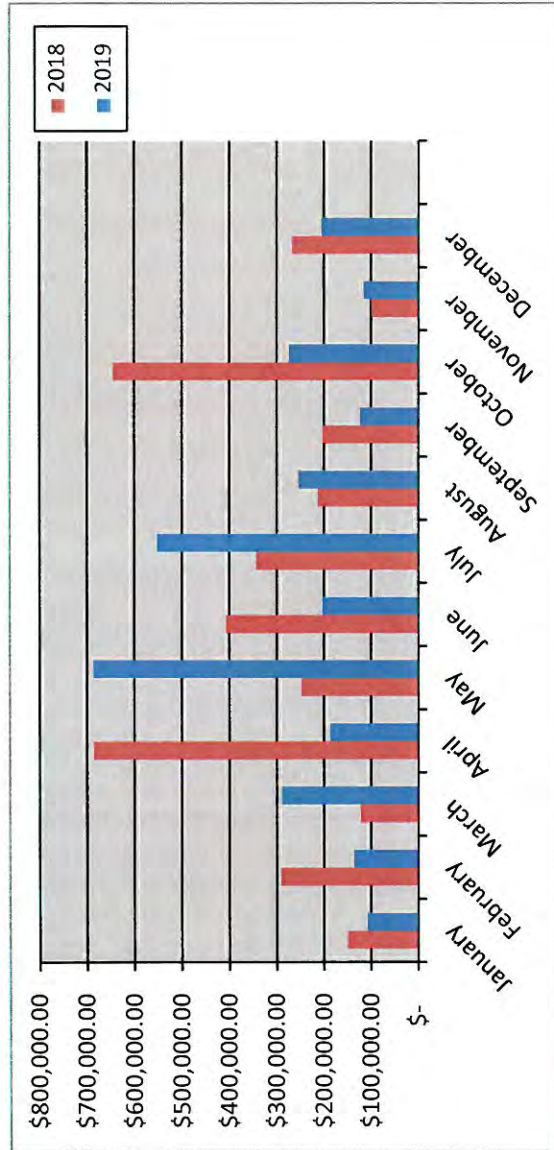
## Commercial Remodel Permits      Fiscal Year

	Year	
	2018-2019	2019-2020
October	6	0
November	4	3
December	4	3
January	5	
February	4	
March	7	
April	7	
May	3	
June	7	
July	2	
August	8	
September	4	
<b>Totals</b>	<b>61</b>	<b>6</b>



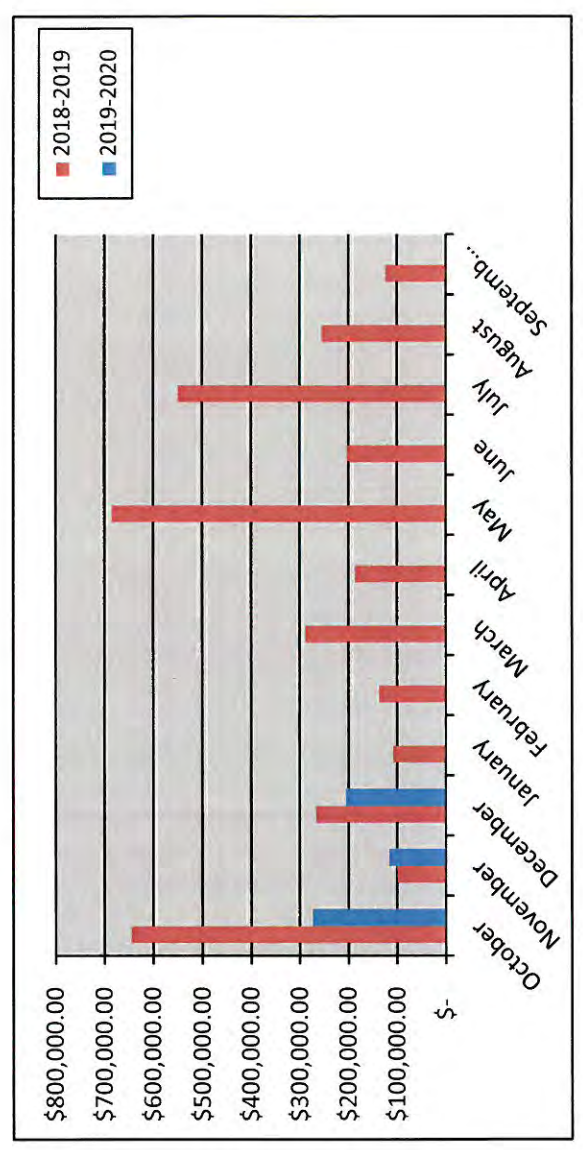
# Total Fees Collected Calendar Year

	Year	
	2018	2019
January	\$ 149,088.54	\$ 108,325.23
February	\$ 291,324.78	\$ 137,260.79
March	\$ 122,271.28	\$ 288,576.03
April	\$ 686,154.89	\$ 186,555.47
May	\$ 247,465.55	\$ 685,938.85
June	\$ 406,799.91	\$ 203,335.14
July	\$ 343,682.23	\$ 551,248.76
August	\$ 212,643.16	\$ 254,601.49
September	\$ 201,855.47	\$ 123,811.68
October	\$ 645,511.95	\$ 274,121.49
November	\$ 99,983.92	\$ 116,656.13
December	\$ 266,328.43	\$ 205,859.61
<b>Totals</b>	<b>\$ 3,673,110.11</b>	<b>\$ 3,136,290.67</b>



# Total Fees Collected Fiscal Year

	Year	
	2018-2019	2019-2020
October	\$ 645,511.95	\$ 274,121.49
November	\$ 99,983.92	\$ 116,656.13
December	\$ 266,328.43	\$ 205,859.61
January	\$ 108,325.23	
February	\$ 137,260.79	
March	\$ 288,576.03	
April	\$ 186,555.47	
May	\$ 685,938.85	
June	\$ 203,335.14	
July	\$ 551,248.76	
August	\$ 254,601.49	
September	\$ 123,881.68	
<b>Totals</b>	<b>\$ 3,551,547.74</b>	<b>\$ 596,637.23</b>





**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 12/1/2019 thru 12/31/2019**

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name			
CO2019-0031	CO	1050 W Rusk St	0.00	75.00	75.00
03/06/2019	NEW CONSTRUCTION	0012-0000-0011-01-0R			
12/06/2019	Active	7-Eleven #38421			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Larae Tucker w/ Vertical Con	1209 South White Chapel Blvd. #180, Southlake, TX 76092	(214) 601-5495		
BUS OWNER	7-Eleven, Inc.	3200 Hackberry Rd., Irving, TX 75063	(214) 496-0622		
BUSINESS	7-Eleven #38421	1050 W. Rusk St., ROCKWALL, TX 75087			
CONTRACTOR	Vertical Construction Mgmt.	1211 S White Chapel Blvd., Southlake, TX 76092			
ELEC CONTR	ADRIAN ELECTRIC	4168 FM 987, KAUFMAN, TX 75142	(214) 280-4436		
MECH CONTR	A-Ok Companies	3610 Oak Tree Ln, MIDLOTHIAN, TX 76065	(972) 723-6265		
OWNER	VRE Lakeshore, LLC - Jason	1050 W. Rusk St., ROCKWALL, TX 75087	(817) 912-0222		
PLB CONTR	ALL X-TREME PLUMBINC	1528 DORIS DR., Mesquite, TX 75149	(469) 499-6080		
CO2019-0046	CO	1119 Ridge Rd	0.00	75.00	75.00
04/16/2019	BUSINESS	3570-0484-0001-00-0R			
12/06/2019	Active	Fantasia Dance and Arts			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Fantasia Dance and Arts	1119 Ridge Rd, Rockwall, 75087			
BUS OWNER	Cheryl Andrews	1119 Ridge Rd, ROCKWALL, TX 75087	(214) 534-0213		
BUSINESS	Fantasia Dance and Arts	1119 Ridge Rd, Rockwall, TX	(972) 329-0601		
OWNER	Benbrooke Ridge Partners, L.	12750 Merit Drive, Dallas, TX 75240	(972) 503-9444		
CO2019-0086	CO	890 Rockwall Parkway 102	0.00	76.50	76.50
08/09/2019	BUSINESS	4703-000A-0019-00-0R			
12/05/2019	Active	Diabetes and Endocrinology			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	Carlos Arauz-Pacheco	890 Rockwall Parkway #102, Rockwall, TX 75032	(972) 475-5600		
BUSINESS	Diabetes and Endocrinolgy	890 Rockwall Parkway #102, Rockwall, TX 75032	(972) 475-5600		
OWNER	ARHC RMRWLT01, LLC	405 Park Ave., NEW YORK, NY 10022	(214) 916-5750		
CO2019-0101	CO	2850 Ridge Rd 108	0.00	75.00	75.00
09/20/2019	BUSINESS	3245-0000-0005-00-0R			
12/02/2019	Active	Subway #4159			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Kaleem Akhtar	2850 Ridge Rd #108, Rockwall, TX 75074	(214) 909-0856		
BUS OWNER	Kaleem Akhtar	2850 Ridge Rd #108, Rockwall, TX 75074	(214) 909-0856		
BUSINESS	Subway #4159	2850 Ridge Road #108, Rockwall, TX 75032	(972) 771-3287		
OWNER	Jen Saunders	1140 W. Campbell Rd., Richardson, TX 75080	(469) 237-8227		

**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 12/1/2019 thru 12/31/2019**

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name			
CO2019-0102	CO	2006 S Goliad 226	0.00	75.00	75.00
09/20/2019	BUSINESS	4834-000A-0002-00-0R			
12/02/2019	Active	Subway #28067			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Kaleem Akhtar	2006 S Goliad #226, ROCKWALL, TX 75087	(214) 909-0856		
BUS OWNER	Kaleem Akhtar	2006 S Goliad #226, ROCKWALL, TX 75087	(214) 909-0856		
BUSINESS	Subway #28067	2006 S Goliad #226, ROCKWALL, TX 75087	(972) 771-3225		
OWNER	Jen Saunders	1400 W Campbell Rd, Richardson, TX 75080	(469) 237-8227		
CO2019-0112	CO	370 RANCH TRAIL	0.00	75.00	75.00
11/01/2019	BUSINESS	4720-0000-0013-00-0R			
12/04/2019	Active	Horizontal Drilling Services LLC			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Jennifer Back	510 Price Dr, Fate, TX 75087	(409) 527-0992		
BUS OWNER	Jennifer Back	510 Price Dr, Fate, TX 75087	(409) 527-0992		
BUSINESS	Horizontal Drilling Services LLC	370 Ranch Trail, Rockwall, TX 75032	(409) 527-0992		
OWNER	Big Buck Properties LLC	P.O. Box 2107, ROCKWALL, TX 75087	(469) 628-8069		
CO2019-0115	CO	1106 Ridge Rd A	0.00	75.00	75.00
11/18/2019	BUSINESS	3570-0484-0002-00-0R			
12/05/2019	Active	Maci Marie Bridal			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Diane Palermo	1106 Ridge Rd, Suite A, Rockwall, TX 75087	(214) 802-2319		
BUS OWNER	Diane Palermo	1106 Ridge Rd, Suite A, Rockwall, TX 75087	(214) 802-2319		
BUSINESS	Maci Marie Bridal	dba Maci Marie Off-the-Rack Bridal, ROCKWALL, TX 75087			
OWNER	BENBROOKE, RIDGE PART	C/O PRETIUM PROPERTY MANAGEMENT, FORT WORTH, TX 76101			
PROP OWNER	BENBROOKE RIDGE PART	C/O PRETIUM PROPERTY MANAGEMENT, FORT WORTH, TX 76101	(817) 870-1316		
CO2019-0119	CO	890 Rockwall Parkway 105	0.00	76.50	76.50
12/02/2019	BUSINESS	4703-000A-0019-00-0R			
12/09/2019	Active	Aspire Allergy & Sinus			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	Allie Thompson	890 Rockwall Parkway Suite 105, Rockwall, TX 75032	(512) 413-1342		
BUSINESS	Aspire Allergy & Sinus	890 Rockwall Parkway Suite 105, Rockwall, TX 75032	(512) 774-8759		
OWNER	Caddis Healthcare Real Estate	5910 N. Central Expressway Suite 1400, Dallas, Tx 75206	(469) 727-0758		
CO2019-0122	CO	112 N San Jacinto	0.00	76.50	76.50
12/16/2019	BUSINESS	4820-000K-0004-A0-0R			
12/23/2019	Active	Ramen Head			
Contact Type	Contact Name	Contact Address	Phone Number		



**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 12/1/2019 thru 12/31/2019**

Permit Number	Permit Type	Site Address	Valuation	Total Fees	Fees Paid
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name			
	APPLICANT	Tamara Kolleck	112 N. San Jacinto, ROCKWALL, TX 75087	(714) 856-3944	
	BUS OWNER	Tamara Kolleck	112 N. San Jacinto, Rockwall, TX 75087	(714) 856-3944	
	BUSINESS	Ramen Head	112 N. San Jacinto, ROCKWALL, TX 75087	(714) 856-3944	
	OWNER	Margaret & Leon Smith Fami	7354 Lakehurst St., Dallas, TX 75230	(469) 283-8371	

**Total Valuation:** 0.00  
**Total Fees:** 679.50  
**Total Fees Paid:** 679.50

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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Mary Smith, Assistant City Manager

**DATE:** January 31, 2020

**SUBJECT:** FY 2020 Budget Report

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The following analysis is offered for the period ended December 31, 2019 budget report. The budget is established in broad categories with line item estimates. In each category actual expenses as a whole should be considered rather than at the line item level. At this time of year we would expect actual expenses to be approximately 25% of budgets. Those categories which exceed that threshold by any significant amount are explained below.

### General Fund

- Property taxes are primarily collected in the months of December and January each fiscal year.
- Sales tax increased by 18% for the quarter ended December 31 which reflect store sales between August and October.
- All other revenues are reflective of typical levels this time of year.

### General Fund Expenditures

- Mayor/Council Contractual – E&O coverage is paid annually in this budget
- Internal Ops Contractual – several annual contracts have been paid this quarter
- Finance Contractual – Insurance coverage for property and liability are paid annually in this budget
- Fire Marshal Contractual – annual software maintenance has been paid.
- Police Admin Contractual – annual Police liability coverage has been paid
- Communications – annual software maintenance has been paid
- Patrol Operations – recruiting expenses are running ahead of budget but will be offset by salary savings in the vacant positions
- CID Contractual – annual maintenance agreements have been paid
- Planning Contractual – annual GIS software maintenance has been paid
- Parks Supplies – supplies for all budgeted parks projects have been purchased and projects completed
- Harbor Contractual – Fountain basin liner project has been completed
- Recreation Contractual – Fireworks down payment for July 4<sup>th</sup> has been made

### Water / Sewer Revenues

- Water sales – for the quarter fiscal year sales were sales were up by 36% over the prior year due primarily to a 48% increase in consumption for the corresponding period.

### Water / Sewer Expenditures

- Billing Contractual – annual software maintenance has been paid
- Water Operations Supplies – we've placed several meter orders early in the budget year to advance our program of changing manual read to radio read meters.

**CITY OF ROCKWALL  
REPORT OF REVENUES  
FOR THE PERIOD ENDED DECEMBER 31, 2019  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**GENERAL FUND**

	Fiscal Year 2019			Fiscal Year 2020		
	Amended	Actual	Percentage	Amended	Actual	Percentage
<b>00 REVENUES</b>						
311 - PROPERTY TAXES						
4100 - CURRENT PROPERTY TAXES	12,275,000	3,191,416	26.00%	12,701,650	6,179,830	48.65%
4105 - DELINQUENT PROPERTY TAX	80,000	26,334	32.92%	80,000	25,026	31.28%
4110 - PENALTY AND INTEREST	60,000	8,013	13.36%	60,000	5,531	9.22%
<b>311 - PROPERTY TAXES Total</b>	<b>12,415,000</b>	<b>3,225,763</b>	<b>25.98%</b>	<b>12,841,650</b>	<b>6,210,386</b>	<b>48.36%</b>
313 - SALES TAXES						
4150 - CITY SALES TAX	17,870,400	4,073,981	22.80%	18,406,550	4,844,155	26.32%
4155 - BEVERAGE TAXES	300,000	-	0.00%	300,000	-	0.00%
<b>313 - SALES TAXES Total</b>	<b>18,170,400</b>	<b>4,073,981</b>	<b>22.42%</b>	<b>18,706,550</b>	<b>4,844,155</b>	<b>25.90%</b>
315 - FRANCHISE FEES						
4201 - ELECTRIC FRANCHISE FEES	1,960,000	595,552	30.39%	1,960,000	573,575	29.26%
4203 - TELEPHONE FRANCHISE FEES	140,000	35,391	25.28%	120,000	33,394	27.83%
4205 - GAS FRANCHISE FEES	619,500	-	0.00%	620,000	-	0.00%
4207 - CABLE TV FRANCHISE FEE	400,000	106,384	26.60%	275,000	111,063	40.39%
4209 - GARBAGE FRANCHISE FEE	305,000	37,416	12.27%	305,000	53,213	17.45%
<b>315 - FRANCHISE FEES Total</b>	<b>3,424,500</b>	<b>774,743</b>	<b>22.62%</b>	<b>3,280,000</b>	<b>771,245</b>	<b>23.51%</b>
318 - FEES						
4250 - BALLFIELD RENTALS	-	395		3,000	425	14.17%
4250 - PARK & RECREATION FEES	35,000	9,383	26.81%	35,000	8,860	25.31%
4251 - MUNICIPAL POOL FEES	22,000	160	0.73%	22,000	-	0.00%
4253 - CENTER RENTALS-7%	44,500	8,688	19.52%	39,500	7,125	18.04%
4255 - HARBOR RENTALS	2,000	-	0.00%	10,000	-	0.00%
4260 - TAX CERTIFICATE FEE	500	-	0.00%	-	-	
4270 - CODE ENFORCEMENT FEES	40,000	9,648	24.12%	10,000	8,913	89.13%
4280 - PLANNING AND ZONING FEES	60,000	14,136	23.56%	60,000	11,871	19.79%
4283 - CONSTRUCTION INSPECTION	600,000	150,283	25.05%	500,000	79,285	15.86%
4295 - FIRE-PLAN REVIEW FEES	4,500	1,275	28.33%	4,500	1,380	30.67%
<b>318 - FEES Total</b>	<b>808,500</b>	<b>193,967</b>	<b>23.99%</b>	<b>684,000</b>	<b>117,859</b>	<b>17.23%</b>
321 - PERMITS						
4288 - MIXED BEVERAGE PERMIT FEE	15,000	1,305	8.70%	15,000	2,350	15.67%
4300 - BUILDING PERMITS	1,060,000	381,947	36.03%	1,000,000	194,867	19.49%
4302 - FENCE PERMITS	20,000	4,825	24.13%	20,000	7,175	35.88%
4304 - ELECTRICAL PERMITS	20,000	3,429	17.14%	20,000	6,586	32.93%
4306 - PLUMBING PERMITS	50,000	10,796	21.59%	50,000	19,524	39.05%
4308 - MECHANICAL PERMITS	55,000	12,728	23.14%	55,000	6,158	11.20%
4310 - DAY CARE CENTER PERMITS	5,500	1,490	27.09%	5,500	660	12.00%
4312 - HEALTH PERMITS	122,000	61,217	50.18%	132,000	63,990	48.48%
4314 - SIGN PERMITS	20,000	3,550	17.75%	20,000	4,300	21.50%
4320 - MISC. PERMITS	70,000	13,229	18.90%	50,000	15,514	31.03%
<b>321 - PERMITS Total</b>	<b>1,437,500</b>	<b>494,515</b>	<b>34.40%</b>	<b>1,367,500</b>	<b>321,124</b>	<b>23.48%</b>



322 - MUNICIPAL COURT						
4400 - COURT FINES	350,000	80,356	22.96%	350,000	81,902	23.40%
4402 - COURT FEES	90,000	18,402	20.45%	90,000	22,871	25.41%
4404 - WARRANT FEES	40,000	8,433	21.08%	40,000	9,481	23.70%
4406 - COURT DEFERRAL FEES	195,000	29,715	15.24%	195,000	36,059	18.49%
4408 - ANIMAL REGISTRATION FEE	5,000	965	19.30%	5,000	906	18.12%
4414 - ALARM FEES AND FINES	64,000	8,507	13.29%	64,000	4,528	7.08%
<b>322 - MUNICIPAL COURT Total</b>	<b>744,000</b>	<b>146,378</b>	<b>19.67%</b>	<b>744,000</b>	<b>155,747</b>	<b>20.93%</b>
<b>323 - MISCELLANEOUS REVENUE</b>						
4001 - INTEREST EARNINGS	215,000	50,123	23.31%	200,000	35,020	17.51%
4007 - SALE OF SUPPLIES	500	351	70.18%	500	94	18.73%
4010 - AUCTION /SCRAP PROCEEDS	40,000	6,244	15.61%	40,000	898	2.24%
4019 - MISCELLANEOUS REVENUE	30,000	5,957	19.86%	20,000	2,996	14.98%
<b>323 - MISCELLANEOUS REVENUE Total</b>	<b>285,500</b>	<b>62,674</b>	<b>21.95%</b>	<b>260,500</b>	<b>39,008</b>	<b>14.97%</b>
330 - INTERGOVERNMENTAL REVENUES						
4500 - GRANT PROCEEDS	70,000	10,528	15.04%	-	29,681	
4510 - SCHOOL PATROLS	603,750	201,259	33.33%	621,850	207,297	33.34%
4520 - COUNTY CONTRACTS	1,000	240	24.00%	1,000	400	40.00%
4530 - CITY CONTRACTS	466,150	116,531	25.00%	452,250	97,193	21.49%
<b>330 - INTERGOVERNMENTAL REVENUES Total</b>	<b>1,140,900</b>	<b>328,558</b>	<b>28.80%</b>	<b>1,075,100</b>	<b>334,571</b>	<b>31.12%</b>
391 - OPERATING TRANSFERS						
4902 - TRANSFER IN - W/S	-	-		200,000	200,000	100.00%
4911 - TRANSFER IN - POLICE INV	37,500	-	0.00%	13,200	13,200	100.00%
4913 - TRANSFER IN - PID	40,150	-	0.00%	-	-	
<b>391 - OPERATING TRANSFERS Total</b>	<b>77,650</b>	<b>-</b>	<b>0.00%</b>	<b>213,200</b>	<b>213,200</b>	<b>100.00%</b>
NON - NON-OPERATING REVENUES						
4480 - TOWER LEASES	22,000	5,232	23.78%	25,000	5,232	20.93%
4680 - DEVELOPER CONTRIBUTIONS	35,500	-	0.00%	64,000	-	0.00%
<b>NON - NON-OPERATING REVENUES Total</b>	<b>57,500</b>	<b>5,232</b>	<b>9.10%</b>	<b>89,000</b>	<b>5,232</b>	<b>5.88%</b>
<b>00 REVENUES Total</b>	<b>38,561,450</b>	<b>9,305,811</b>	<b>24.13%</b>	<b>39,261,500</b>	<b>13,012,527</b>	<b>33.14%</b>

**CITY OF ROCKWALL  
REPORT OF EXPENDITURES  
FOR THE PERIOD ENDED DECEMBER 31, 2019  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**GENERAL FUND**

	Fiscal Year 2019			Fiscal Year 2020		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>10 GENERAL GOVERNMENT</b>						
<b>01 MAYOR/COUNCIL</b>						
10 - PERSONNEL SERVICES	24,200	6,055	25.02%	24,200	6,055	25.02%
20 - CONTRACTUAL	40,650	34,537	84.96%	38,350	31,980	83.39%
30 - SUPPLIES	1,100	-	0.00%	1,250	-	0.00%
40 - OPERATIONS	58,000	17,342	29.90%	58,000	19,044	32.83%
<b>01 MAYOR/COUNCIL Total</b>	<b>123,950</b>	<b>57,934</b>	<b>46.74%</b>	<b>121,800</b>	<b>57,079</b>	<b>46.86%</b>
<b>05 ADMINISTRATION</b>						
10 - PERSONNEL SERVICES	1,181,850	376,453	31.85%	1,100,300	261,557	23.77%
20 - CONTRACTUAL	763,900	253,830	33.23%	822,200	210,656	25.62%
30 - SUPPLIES	18,000	4,692	26.07%	19,500	3,926	20.13%
391 - OPERATING TRANSFERS	3,198,000	2,680,000	83.80%	2,882,700	2,882,700	100.00%
40 - OPERATIONS	74,750	23,366	31.26%	74,750	27,005	36.13%
50 - UTILITIES	8,050	1,350	16.76%	7,050	1,130	16.02%
<b>05 ADMINISTRATION Total</b>	<b>5,244,550</b>	<b>3,339,690</b>	<b>63.68%</b>	<b>4,906,500</b>	<b>3,386,973</b>	<b>69.03%</b>
<b>06 ADMINISTRATIVE SERVICES</b>						
10 - PERSONNEL SERVICES	514,550	130,238	25.31%	513,350	168,405	32.81%
20 - CONTRACTUAL	12,850	152	1.19%	7,050	38	0.54%
30 - SUPPLIES	3,000	66	2.21%	3,000	-	0.00%
40 - OPERATIONS	59,900	10,710	17.88%	61,900	8,172	13.20%
50 - UTILITIES	3,100	696	22.45%	3,500	580	16.57%
<b>06 ADMINISTRATIVE SERVICES Tot</b>	<b>593,400</b>	<b>141,862</b>	<b>23.91%</b>	<b>588,800</b>	<b>177,195</b>	<b>30.09%</b>
<b>09 INTERNAL OPERATIONS</b>						
10 - PERSONNEL SERVICES	1,043,650	299,906	28.74%	1,030,950	268,701	26.06%
20 - CONTRACTUAL	697,700	250,031	35.84%	758,850	387,648	51.08%
30 - SUPPLIES	99,900	26,393	26.42%	96,000	31,948	33.28%
40 - OPERATIONS	14,600	2,041	13.98%	11,900	1,165	9.79%
50 - UTILITIES	346,800	57,006	16.44%	349,400	78,431	22.45%
60 - CAPITAL	87,050	1,835	2.11%	178,700	124,316	69.57%
<b>09 INTERNAL OPERATIONS Total</b>	<b>2,289,700</b>	<b>637,211</b>	<b>27.83%</b>	<b>2,425,800</b>	<b>892,208</b>	<b>36.78%</b>

**15 FINANCE****11 FINANCE**

10 - PERSONNEL SERVICES	444,650	88,372	19.87%	466,500	91,074	19.52%
20 - CONTRACTUAL	319,300	170,088	53.27%	311,000	196,198	63.09%
30 - SUPPLIES	64,750	24,357	37.62%	61,250	25,812	42.14%
40 - OPERATIONS	9,000	956	10.63%	9,000	2,038	22.64%
50 - UTILITIES	1,250	282	22.56%	1,250	235	18.80%
<b>11 FINANCE Total</b>	<b>838,950</b>	<b>284,055</b>	<b>33.86%</b>	<b>849,000</b>	<b>315,357</b>	<b>37.14%</b>

**15 MUNICIPAL COURT**

10 - PERSONNEL SERVICES	318,950	81,199	25.46%	352,350	89,437	25.38%
20 - CONTRACTUAL	93,900	15,703	16.72%	89,300	10,893	12.20%
30 - SUPPLIES	7,250	3,150	43.45%	7,250	1,369	18.89%
40 - OPERATIONS	5,500	1,350	24.55%	5,500	1,138	20.69%
<b>15 MUNICIPAL COURT Total</b>	<b>425,600</b>	<b>101,402</b>	<b>23.83%</b>	<b>454,400</b>	<b>102,837</b>	<b>22.63%</b>

**20 FIRE****25 OPERATIONS**

10 - PERSONNEL SERVICES	3,903,600	806,251	20.65%	4,551,600	927,336	20.37%
20 - CONTRACTUAL	272,700	50,846	18.65%	248,950	60,790	24.42%
30 - SUPPLIES	126,800	27,533	21.71%	111,650	27,135	24.30%
40 - OPERATIONS	63,700	11,327	17.78%	51,900	13,173	25.38%
50 - UTILITIES	4,300	806	18.74%	4,300	750	17.44%
60 - CAPITAL	70,900	70,888	99.98%	-	-	
<b>25 OPERATIONS Total</b>	<b>4,442,000</b>	<b>967,651</b>	<b>21.78%</b>	<b>4,968,400</b>	<b>1,029,185</b>	<b>20.71%</b>

**29 FIRE MARSHAL**

10 - PERSONNEL SERVICES	525,450	123,142	23.44%	549,150	131,662	23.98%
20 - CONTRACTUAL	63,900	5,884	9.21%	24,150	10,140	41.99%
30 - SUPPLIES	75,300	25,274	33.56%	57,500	8,223	14.30%
40 - OPERATIONS	23,000	3,834	16.67%	23,000	5,597	24.33%
50 - UTILITIES	5,000	1,128	22.56%	5,000	940	18.80%
60 - CAPITAL	13,500	13,421	99.41%	15,450	15,411	99.75%
<b>29 FIRE MARSHAL Total</b>	<b>706,150</b>	<b>172,683</b>	<b>24.45%</b>	<b>674,250</b>	<b>171,972</b>	<b>25.51%</b>

**30 POLICE****31 POLICE ADMINISTRATION**

10 - PERSONNEL SERVICES	1,127,650	294,752	26.14%	1,164,350	287,799	24.72%
20 - CONTRACTUAL	61,800	36,239	58.64%	57,000	33,896	59.47%
30 - SUPPLIES	19,400	4,591	23.67%	19,500	2,990	15.33%
40 - OPERATIONS	33,150	11,197	33.78%	39,150	7,343	18.76%
50 - UTILITIES	8,600	1,672	19.44%	9,000	1,612	17.91%
60 - CAPITAL	35,000	34,554	98.73%	-	-	
<b>31 POLICE ADMINISTRATION Total</b>	<b>1,285,600</b>	<b>383,005</b>	<b>29.79%</b>	<b>1,289,000</b>	<b>333,639</b>	<b>25.88%</b>

**32 COMMUNICATIONS**

10 - PERSONNEL SERVICES	964,650	223,159	23.13%	1,058,550	235,826	22.28%
20 - CONTRACTUAL	265,000	200,503	75.66%	231,650	183,508	79.22%
30 - SUPPLIES	5,950	421	7.08%	5,950	1,358	22.83%
40 - OPERATIONS	11,550	1,358	11.76%	11,550	1,598	13.83%
50 - UTILITIES	3,700	282	7.62%	3,700	705	19.05%
<b>32 COMMUNICATIONS Total</b>	<b>1,250,850</b>	<b>425,723</b>	<b>34.03%</b>	<b>1,311,400</b>	<b>422,995</b>	<b>32.26%</b>

**33 PATROL**

10 - PERSONNEL SERVICES	5,111,750	1,198,949	23.45%	5,120,650	1,171,767	22.88%
20 - CONTRACTUAL	142,800	62,908	44.05%	102,800	33,314	32.41%
30 - SUPPLIES	331,600	94,245	28.42%	295,800	77,831	26.31%
40 - OPERATIONS	46,800	9,342	19.96%	36,800	22,363	60.77%
50 - UTILITIES	10,000	1,662	16.62%	10,000	1,403	14.03%
60 - CAPITAL	293,000	267,363	91.25%	546,650	493,315	90.24%
<b>33 PATROL Total</b>	<b>5,935,950</b>	<b>1,634,469</b>	<b>27.54%</b>	<b>6,112,700</b>	<b>1,799,993</b>	<b>29.45%</b>

**34 CRIMINAL INVESTIGATIONS**

10 - PERSONNEL SERVICES	1,294,900	282,839	21.84%	1,533,150	384,358	25.07%
20 - CONTRACTUAL	36,700	11,287	30.76%	49,700	32,532	65.46%
30 - SUPPLIES	53,350	15,159	28.41%	46,800	9,983	21.33%
40 - OPERATIONS	13,700	903	6.59%	13,700	2,914	21.27%
50 - UTILITIES	15,050	2,775	18.44%	17,050	2,885	16.92%
60 - CAPITAL	84,500	73,622	87.13%	62,000	53,196	85.80%
<b>34 CRIMINAL INVESTIGATIONS Tot</b>	<b>1,498,200</b>	<b>386,585</b>	<b>25.80%</b>	<b>1,722,400</b>	<b>485,868</b>	<b>28.21%</b>



**35 COMMUNITY SERVICES**

10 - PERSONNEL SERVICES	1,309,750	289,977	22.14%	1,384,150	332,940	24.05%
20 - CONTRACTUAL	36,450	11,036	30.28%	37,150	9,098	24.49%
30 - SUPPLIES	79,550	10,754	13.52%	75,550	12,086	16.00%
40 - OPERATIONS	9,900	103	1.04%	9,900	982	9.92%
50 - UTILITIES	4,900	564	11.51%	4,900	470	9.59%
<b>35 COMMUNITY SERVICES Total</b>	<b>1,440,550</b>	<b>312,434</b>	<b>21.69%</b>	<b>1,511,650</b>	<b>355,576</b>	<b>23.52%</b>

**36 WARRANTS**

10 - PERSONNEL SERVICES	254,700	59,350	23.30%	238,150	49,804	20.91%
20 - CONTRACTUAL	2,600	225	8.65%	2,600	225	8.65%
30 - SUPPLIES	2,700	-	0.00%	2,700	1,282	47.48%
50 - UTILITIES	900	104	11.51%	900	104	11.58%
<b>36 WARRANTS Total</b>	<b>260,900</b>	<b>59,679</b>	<b>22.87%</b>	<b>244,350</b>	<b>51,415</b>	<b>21.04%</b>

**37 POLICE RECORDS**

10 - PERSONNEL SERVICES	457,750	112,840	24.65%	472,500	120,247	25.45%
20 - CONTRACTUAL	7,350	1,182	16.08%	7,150	1,188	16.61%
30 - SUPPLIES	1,950	378	19.36%	1,950	601	30.83%
40 - OPERATIONS	7,600	2,728	35.90%	12,600	4,238	33.63%
50 - UTILITIES	4,200	846	20.14%	4,200	705	16.79%
<b>37 POLICE RECORDS Total</b>	<b>478,850</b>	<b>117,973</b>	<b>24.64%</b>	<b>498,400</b>	<b>126,979</b>	<b>25.48%</b>

**40 COMMUNITY DEVELOPMENT****41 PLANNING**

10 - PERSONNEL SERVICES	696,000	174,012	25.00%	724,300	156,666	21.63%
20 - CONTRACTUAL	121,600	36,452	29.98%	70,800	49,920	70.51%
30 - SUPPLIES	4,400	2,140	48.65%	4,400	440	10.00%
40 - OPERATIONS	26,050	7,324	28.12%	31,950	3,495	10.94%
50 - UTILITIES	1,350	282	20.89%	1,300	235	18.08%
60 - CAPITAL	202,500	-	0.00%	-	-	-
<b>41 PLANNING Total</b>	<b>1,051,900</b>	<b>220,210</b>	<b>20.93%</b>	<b>832,750</b>	<b>210,755</b>	<b>25.31%</b>

**42 NEIGHBORHOOD IMPROVEMENT**

10 - PERSONNEL SERVICES	320,800	66,468	20.72%	354,150	86,523	24.43%
20 - CONTRACTUAL	159,750	24,508	15.34%	161,650	21,627	13.38%
30 - SUPPLIES	18,900	3,508	18.56%	18,900	2,301	12.17%
40 - OPERATIONS	9,650	901	9.34%	9,650	1,776	18.41%
50 - UTILITIES	4,100	1,026	25.02%	4,100	708	17.26%
60 - CAPITAL	50,450	43,090	85.41%	-	-	

<b>42 NEIGHBORHOOD IMPROVEMENT Total</b>	<b>563,650</b>	<b>139,501</b>	<b>24.75%</b>	<b>548,450</b>	<b>112,934</b>	<b>20.59%</b>
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**43 BUILDING INSPECTIONS**

10 - PERSONNEL SERVICES	651,800	163,971	25.16%	666,250	163,332	24.52%
20 - CONTRACTUAL	74,900	1,048	1.40%	104,500	1,058	1.01%
30 - SUPPLIES	13,600	1,140	8.38%	13,000	2,074	15.95%
40 - OPERATIONS	9,750	1,046	10.72%	9,750	1,802	18.48%
50 - UTILITIES	6,400	1,056	16.50%	6,400	1,012	15.82%
60 - CAPITAL	53,450	42,690	79.87%	28,200	22,886	81.16%

<b>43 BUILDING INSPECTIONS Total</b>	<b>809,900</b>	<b>210,950</b>	<b>26.05%</b>	<b>828,100</b>	<b>192,164</b>	<b>23.21%</b>
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**45 PARKS AND RECREATION****45 PARKS**

10 - PERSONNEL SERVICES	1,097,250	261,614	23.84%	1,349,800	295,455	21.89%
20 - CONTRACTUAL	695,000	130,099	18.72%	695,200	200,200	28.80%
30 - SUPPLIES	442,250	219,172	49.56%	462,850	165,631	35.79%
40 - OPERATIONS	17,500	4,807	27.47%	17,250	3,755	21.77%
50 - UTILITIES	335,500	60,937	18.16%	342,500	116,903	34.13%
60 - CAPITAL	219,150	161,217	73.56%	238,050	170,729	71.72%

<b>45 PARKS Total</b>	<b>2,806,650</b>	<b>837,846</b>	<b>29.85%</b>	<b>3,105,650</b>	<b>952,671</b>	<b>30.68%</b>
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**46 HARBOR O & M**

10 - PERSONNEL SERVICES	104,050	23,510	22.59%	96,950	26,759	27.60%
20 - CONTRACTUAL	204,300	58,678	28.72%	381,300	203,078	53.26%
30 - SUPPLIES	79,000	15,209	19.25%	94,500	14,445	15.29%
40 - OPERATIONS	4,550	-	0.00%	4,550	150	3.30%
50 - UTILITIES	150,200	12,809	8.53%	150,600	22,069	14.65%

<b>46 HARBOR O &amp; M Total</b>	<b>542,100</b>	<b>110,206</b>	<b>20.33%</b>	<b>727,900</b>	<b>266,500</b>	<b>36.61%</b>
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**47 RECREATION**

10 - PERSONNEL SERVICES	715,050	152,587	21.34%	760,450	134,028	17.62%
20 - CONTRACTUAL	41,550	8,685	20.90%	41,550	8,994	21.65%
30 - SUPPLIES	64,250	8,012	12.47%	66,250	8,359	12.62%
40 - OPERATIONS	78,700	17,933	22.79%	77,700	31,443	40.47%
50 - UTILITIES	77,700	8,902	11.46%	79,000	15,258	19.31%
60 - CAPITAL	33,700	30,520	90.56%	-	-	

<b>47 RECREATION Total</b>	<b>1,010,950</b>	<b>226,639</b>	<b>22.42%</b>	<b>1,024,950</b>	<b>198,081</b>	<b>19.33%</b>
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**48 ANIMAL SERVICES**

10 - PERSONNEL SERVICES	197,050	55,412	28.12%	207,050	59,045	28.52%
20 - CONTRACTUAL	425,500	118,300	27.80%	426,500	122,051	28.62%
30 - SUPPLIES	15,400	1,862	12.09%	15,250	1,899	12.45%
40 - OPERATIONS	3,750	50	1.33%	3,750	1,677	44.71%
50 - UTILITIES	7,500	1,095	14.60%	7,500	691	9.21%
60 - CAPITAL	56,150	56,546	100.71%	-	-	
<b>48 ANIMAL SERVICES Total</b>	<b>705,350</b>	<b>233,265</b>	<b>33.07%</b>	<b>660,050</b>	<b>185,362</b>	<b>28.08%</b>

**50 PUBLIC WORKS****53 ENGINEERING**

10 - PERSONNEL SERVICES	827,900	197,835	23.90%	855,100	206,763	24.18%
20 - CONTRACTUAL	285,200	23,173	8.13%	231,400	(1,739)	-0.75%
30 - SUPPLIES	21,850	5,100	23.34%	21,850	3,373	15.44%
40 - OPERATIONS	23,700	1,570	6.62%	23,700	2,867	12.10%
50 - UTILITIES	10,050	1,932	19.22%	12,500	1,509	12.07%
60 - CAPITAL	-	-		57,000	48,396	
<b>53 ENGINEERING Total</b>	<b>1,168,700</b>	<b>229,609</b>	<b>19.65%</b>	<b>1,201,550</b>	<b>261,169</b>	<b>21.74%</b>

**59 STREETS**

10 - PERSONNEL SERVICES	749,500	190,773	25.45%	785,700	197,540	25.14%
20 - CONTRACTUAL	270,750	22,115	8.17%	284,550	43,772	15.38%
30 - SUPPLIES	2,765,550	877,821	31.74%	2,348,500	40,973	1.74%
40 - OPERATIONS	11,500	191	1.66%	11,500	4,043	35.15%
50 - UTILITIES	525,700	55,100	10.48%	487,300	92,946	19.07%
60 - CAPITAL	87,800	71,629	81.58%	240,650	190,462	79.14%
<b>59 STREETS Total</b>	<b>4,410,800</b>	<b>1,217,628</b>	<b>27.61%</b>	<b>4,158,200</b>	<b>569,736</b>	<b>13.70%</b>

<b>Grand Total</b>	<b>39,885,200</b>	<b>12,448,211</b>	<b>31.21%</b>	<b>40,766,450</b>	<b>12,658,646</b>	<b>31.05%</b>
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**CITY OF ROCKWALL  
REPORT OF REVENUES  
FOR THE PERIOD ENDED DECEMBER 31, 2019  
WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**WATER & SEWER**

	Fiscal Year 2019			Fiscal Year 2020		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>00 REVENUES</b>						
<b>00 REVENUES</b>						
323 - MISCELLANEOUS REVENUE						
4001 - INTEREST EARNINGS	205,000	49,357	24.08%	150,000	32,099	21.40%
4010 - AUCTION /SCRAP PROCEEDS	15,000	504	3.36%	15,000	3,745	24.97%
4019 - MISCELLANEOUS REVENUE	7,500	(4,421)	-58.95%	15,000	2,777	18.51%
<b>323 - MISCELLANEOUS REVENUE Total</b>	<b>227,500</b>	<b>45,440</b>	<b>19.97%</b>	<b>180,000</b>	<b>31,404</b>	<b>17.45%</b>
340 - UTILITY SALES						
4601 - RETAIL WATER SALES	14,640,000	2,951,000	20.16%	15,795,000	4,025,879	25.49%
4603 - SEWER CHARGES	8,400,000	1,823,013	21.70%	9,097,000	2,389,746	26.27%
4605 - PRETREATMENT CHARGES	53,000	11,600	21.89%	83,150	15,467	18.60%
4609 - HOUSE HAZARDOUS WASTE FEE	125,000	30,181	24.14%	125,000	33,107	26.49%
4610 - PENALTIES	250,000	86,036	34.41%	250,000	97,086	38.83%
4611 - PORTABLE METER WATER SALES	150,000	55,801	37.20%	150,000	35,641	23.76%
<b>340 - UTILITY SALES Total</b>	<b>23,618,000</b>	<b>4,957,631</b>	<b>20.99%</b>	<b>25,500,150</b>	<b>6,596,926</b>	<b>25.87%</b>
CONT - TOTAL CONTRACT SALES						
4622 - RCH WATER CORP-WATER SALE	1,360,500	238,284	17.51%	1,425,000	421,266	29.56%
4632 - BLACKLAND-WATER SALES	841,000	145,069	17.25%	885,000	201,273	22.74%
4640 - MCLENDON CHISHOLM SEWER CHARG	215,000	41,022	19.08%	225,000	13,183	5.86%
4650 - CITY OF HEATH-WATER SALES	1,900,000	406,603	21.40%	1,960,900	501,312	25.57%
<b>TOTAL CONTRACT SALES Total</b>	<b>4,316,500</b>	<b>830,979</b>	<b>19.25%</b>	<b>4,495,900</b>	<b>1,137,034</b>	<b>25.29%</b>
NON - NON-OPERATING REVENUES						
4480 - TOWER LEASES	215,000	63,429	29.50%	225,000	63,688	28.31%
4670 - WATER IMPACT FEES	675,000	194,146	28.76%	700,000	176,014	25.14%
4672 - SEWER IMPACT FEES	425,000	133,490		450,000	107,924	23.98%
4676 - WATER PRO RATA	-	7,502		-	-	
4678 - SEWER PRO RATA	-	426		-	368	
<b>NON-OPERATING REVENUES Total</b>	<b>1,315,000</b>	<b>398,993</b>	<b>30.34%</b>	<b>1,375,000</b>	<b>347,994</b>	<b>25.31%</b>
OTHE - TOTAL OTHER RECEIPTS						
4660 - WATER TAPS	140,000	40,006	28.58%	120,000	26,266	21.89%
4662 - SEWER TAPS	25,000	5,729	22.92%	30,000	2,450	8.17%
4665 - METER RENTAL FEES	62,000	14,593	23.54%	22,000	11,890	54.05%
<b>OTHER RECEIPTS Total</b>	<b>227,000</b>	<b>60,327</b>	<b>26.58%</b>	<b>172,000</b>	<b>40,606</b>	<b>23.61%</b>
<b>00 REVENUES Total</b>	<b>29,704,000</b>	<b>6,293,369</b>	<b>21.19%</b>	<b>31,723,050</b>	<b>8,153,964</b>	<b>25.70%</b>



**CITY OF ROCKWALL**  
**REPORT OF EXPENDITURES**  
**FOR THE PERIOD ENDED DECEMBER 31, 2019**  
**WITH COMPARATIVE TOTAL FROM PRIOR YEAR**

**WATER & SEWER FUND**

	Fiscal Year 2019			Fiscal Year 2020		
	Amended Budget	Actual	Percentage	Amended Budget	Actual	Percentage
<b>10 GENERAL GOVERNMENT</b>						
<b>05 ADMINISTRATION</b>						
391 - OPERATING TRANSFERS	1,023,100	955,000	93.34%	1,134,150	1,134,150	100.00%
<b>05 ADMINISTRATION Total</b>	<b>1,023,100</b>	<b>955,000</b>	<b>93.34%</b>	<b>1,134,150</b>	<b>1,134,150</b>	<b>100.00%</b>
<b>60 UTILITY SERVICES</b>						
<b>61 BILLING SERVICES</b>						
10 - PERSONNEL SERVICES	498,250	146,679	29.44%	474,450	118,651	25.01%
20 - CONTRACTUAL	493,200	169,289	34.32%	492,700	158,567	32.18%
30 - SUPPLIES	90,800	30,061	33.11%	90,800	16,081	17.71%
40 - OPERATIONS	154,300	298	0.19%	205,900	29,077	14.12%
<b>61 BILLING SERVICES Total</b>	<b>1,236,550</b>	<b>346,327</b>	<b>28.01%</b>	<b>1,263,850</b>	<b>322,376</b>	<b>25.51%</b>
<b>62 DEBT SERVICE</b>						
70 - DEBT SERVICE	4,185,800	188,410	4.50%	5,100,450	147,310	2.89%
<b>62 DEBT SERVICE Total</b>	<b>4,185,800</b>	<b>188,410</b>	<b>4.50%</b>	<b>5,100,450</b>	<b>147,310</b>	<b>2.89%</b>
<b>63 WATER OPERATIONS</b>						
10 - PERSONNEL SERVICES	986,300	237,963	24.13%	1,129,100	248,866	22.04%
20 - CONTRACTUAL	11,705,650	3,870,277	33.06%	12,474,800	3,103,628	24.88%
30 - SUPPLIES	561,000	39,916	7.12%	617,900	203,169	32.88%
40 - OPERATIONS	15,900	3,233	20.33%	16,400	5,910	36.04%
50 - UTILITIES	267,050	31,629	11.84%	268,000	56,448	21.06%
60 - CAPITAL	30,000	21,345	71.15%	542,500	42,459	7.83%
<b>63 WATER OPERATIONS Total</b>	<b>13,565,900</b>	<b>4,204,363</b>	<b>30.99%</b>	<b>15,048,700</b>	<b>3,660,479</b>	<b>24.32%</b>
<b>67 SEWER OPERATIONS</b>						
10 - PERSONNEL SERVICES	987,450	228,371	23.13%	975,500	270,360	27.72%
20 - CONTRACTUAL	6,737,150	2,250,614	33.41%	7,180,350	1,734,073	24.15%
30 - SUPPLIES	222,500	40,165	18.05%	215,650	36,024	16.70%
40 - OPERATIONS	15,050	841	5.59%	14,450	7,111	49.21%
50 - UTILITIES	109,900	11,199	10.19%	103,500	21,516	20.79%
60 - CAPITAL	246,100	234,715	95.37%	682,450	647,525	94.88%
<b>67 SEWER OPERATIONS Total</b>	<b>8,318,150</b>	<b>2,765,905</b>	<b>33.25%</b>	<b>9,171,900</b>	<b>2,716,608</b>	<b>29.62%</b>
<b>Grand Total</b>	<b>28,329,500</b>	<b>8,460,004</b>	<b>29.86%</b>	<b>31,719,050</b>	<b>7,980,923</b>	<b>25.16%</b>

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## Sales Tax Collections - Rolling 27 Months

	General Fund	TIF
	<u>Sales Tax</u>	<u>Sales Tax</u>
Oct-17	1,281,311	19,789
Nov-17	1,556,732	19,397
Dec-17	1,252,959	19,732
Jan-18	1,391,833	19,914
Feb-18	2,017,684	20,041
Mar-18	1,039,380	17,922
Apr-18	1,146,873	20,655
May-18	1,697,970	23,752
Jun-18	1,308,372	19,941
Jul-18	1,463,243	28,867
Aug-18	1,679,728	27,594
Sep-18	1,174,074	23,370
Oct-18	1,301,342	15,641
Nov-18	1,349,253	16,403
Dec-18	1,423,386	15,708
Jan-19	1,457,584	39,247
Feb-19	2,080,043	22,109
Mar-19	1,459,018	21,606
Apr-19	1,293,524	20,077
May-19	1,679,076	24,582
Jun-19	1,420,483	31,523
Jul-19	1,467,376	28,951
Aug-19	1,810,970	29,022
Sep-19	1,478,622	31,577
Oct-19	1,565,868	24,818
Nov-19	1,730,541	21,787
Dec-19	1,547,746	23,781

**Notes:**

75% of total sales tax collected is deposited to the General Fund each month

Comptroller tracks sales tax generated in the TIF and reports it monthly to the City

75% of TIF sales tax (city share) is pledged to the TIF

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## Monthly Water Consumption - Rolling 27 Months

	<u>Total Gallons</u>	<u>Daily Average</u>	<u>Maximum Day</u>
Oct-17	290,868,222	9,382,845	11,642,950
Nov-17	229,053,395	7,635,113	9,092,258
Dec-17	191,270,697	6,170,022	7,688,298
Jan-18	173,617,650	5,600,569	7,268,181
Feb-18	157,094,108	5,610,504	6,416,212
Mar-18	203,851,397	6,575,852	7,638,961
Apr-18	218,104,951	7,270,166	9,480,558
May-18	317,417,845	10,239,290	12,779,480
Jun-18	422,841,722	14,094,730	18,886,210
Jul-18	512,582,590	16,534,920	20,871,860
Aug-18	474,885,847	15,318,900	19,781,800
Sep-18	304,052,374	10,135,080	19,307,450
Oct-18	240,262,264	7,750,396	10,191,580
Nov-18	194,498,356	6,483,279	7,438,044
Dec-18	186,450,313	6,014,526	7,818,894
Jan-19	222,027,420	7,162,175	13,160,330
Feb-19	166,796,311	5,957,011	7,181,853
Mar-19	216,172,991	6,973,323	8,899,546
Apr-19	230,304,224	7,676,809	9,546,692
May-19	246,447,588	7,949,923	10,806,480
Jun-19	273,477,588	9,115,919	12,818,660
Jul-19	479,403,830	15,464,640	19,686,560
Aug-19	557,577,730	17,986,380	20,877,020
Sep-19	480,076,300	16,002,544	19,898,562
Oct-19	377,192,895	12,167,513	17,708,812
Nov-19	237,328,307	7,910,944	9,218,867
Dec-19	229,083,044	7,389,776	8,396,266

Source: SCADA Monthly Reports generated at the Water Pump Stations
--

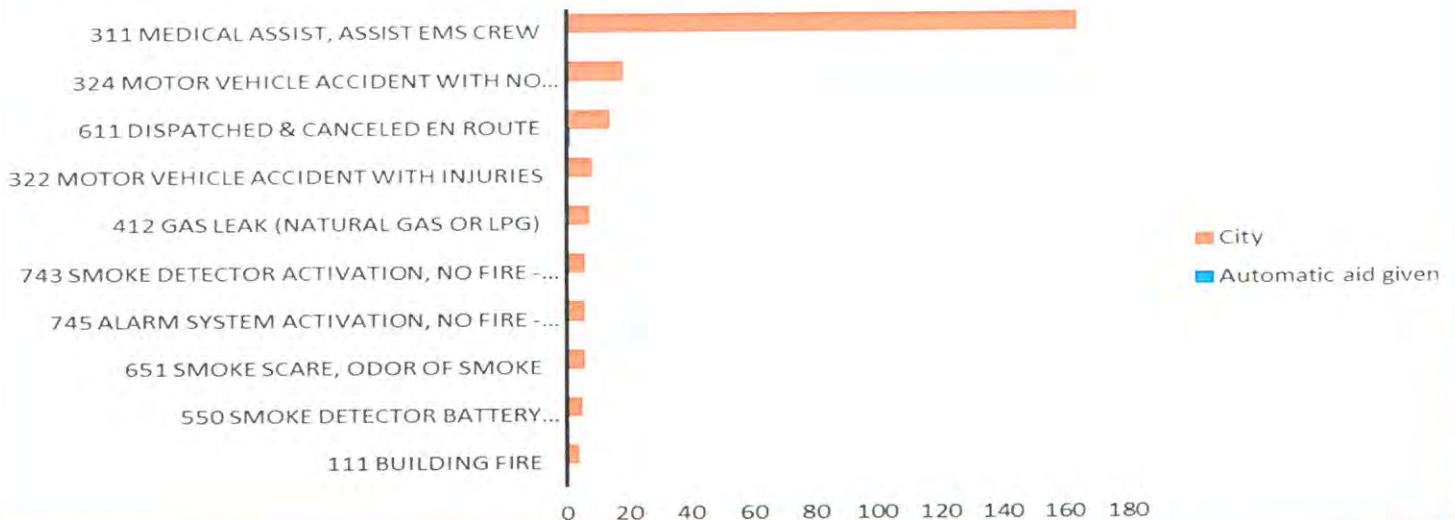
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**ROCKWALL FIRE  
DEPARTMENT**

December  
2019

## December Top Ten Calls



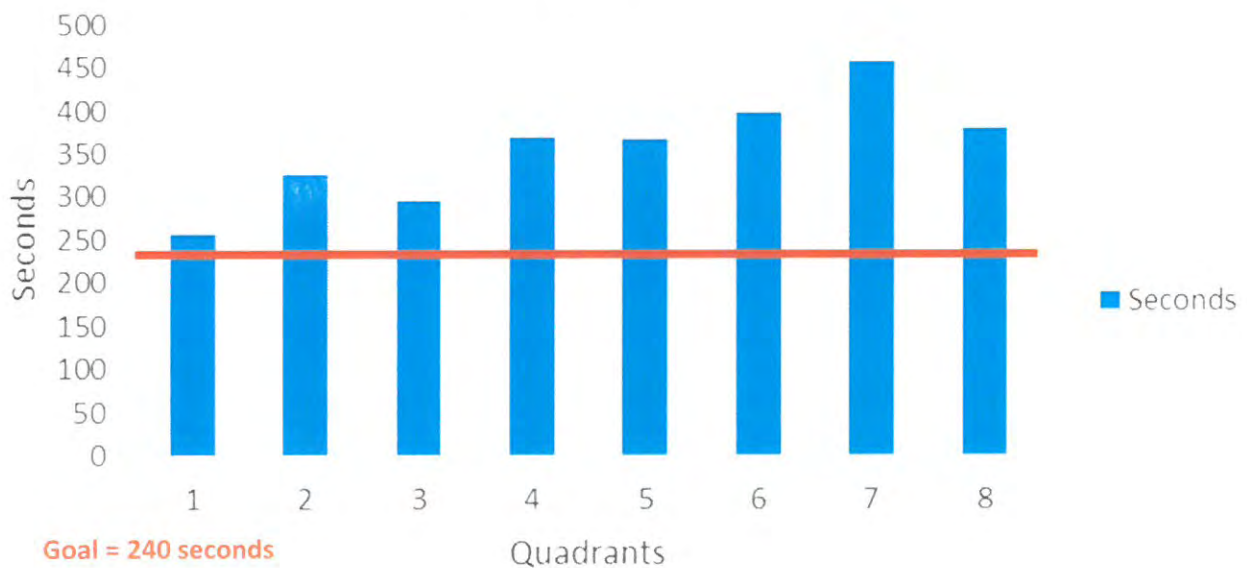
December 2019- All Calls		
Situation Type	Automatic aid given	City
611 Dispatched & canceled en route	1	14
111 Building fire		4
733 Smoke detector activation due to malfunction		1
651 Smoke scare, odor of smoke		6
140 OTHER Natural vegetation fire		1
740 Unintentional transmission of alarm, other		2
143 Grass fire		3
131 Passenger vehicle fire (cars, pickups, SUV's)		1
554 Assist invalid		1
150 OTHER Outside rubbish fire		1
730 System malfunction, other		1
151 Outside rubbish, trash or waste fire		1
735 Alarm system sounded due to malfunction		2
251 Excessive heat, scorch burns with no ignition		2
743 Smoke detector activation, no fire - unintentional		6
311 Medical assist, assist EMS crew		164
550 Smoke Detector Battery Change/Install		5
322 Motor vehicle accident with injuries		8
561 Unauthorized burning		1
324 Motor vehicle accident with no injuries.		18
622 No incident found on arrival at dispatch address		4
331 Lock-in (if lock out , use 511 )		3
671 HazMat release investigation w/no HazMat		2
400 Hazardous condition, other		1
731 Sprinkler activation due to malfunction		1
411 Gasoline or other flammable liquid spill		1
734 Heat detector activation due to malfunction		1
412 Gas leak (natural gas or LPG)		7
736 CO detector activation due to malfunction		2
421 Chemical hazard (no spill or leak)		2
741 Sprinkler activation, no fire - unintentional		2
442 Overheated motor		2
745 Alarm system activation, no fire - unintentional		6
445 Arcing, shorted electrical equipment		2
522 Water or steam leak		135
<b>Totals</b>	<b>135</b>	<b>279</b>



## Travel Time December 2019

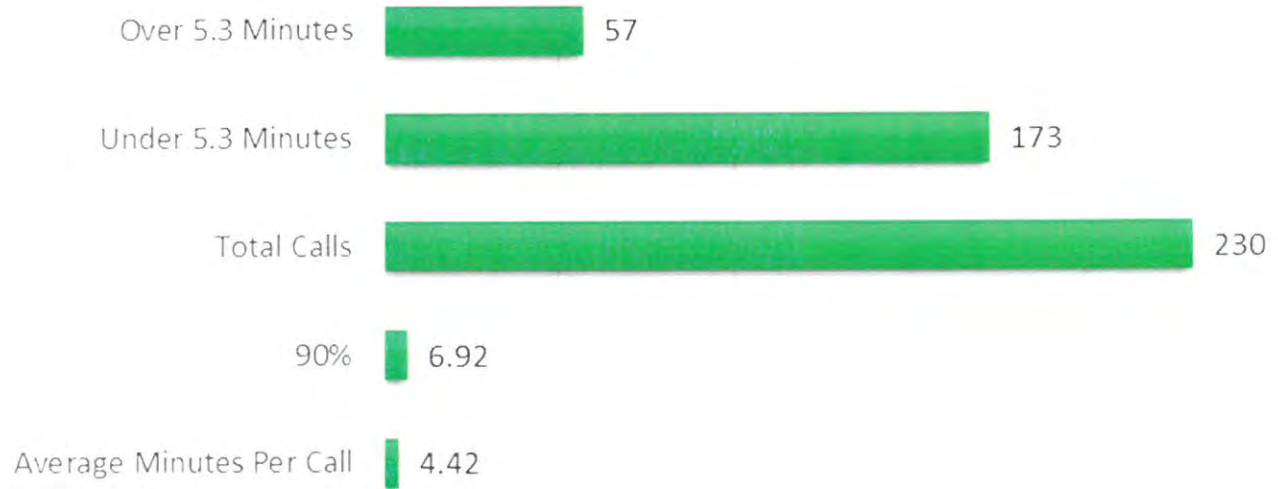
Travel Time Analysis- <i>By District</i> ALL CALLS- (No Mutual Aid)				Total Number of Calls	Average Travel Time Minutes	Percent of Runs per District
% in 4 min or less    All Code 3 Calls-No Cancelled enroute calls						
85%	<u>100s</u> On Scene in	4.0	minutes or less	74	2.85	32.17%
75%	<u>200s</u> On Scene in	4.0	minutes or less	62	3.03	26.96%
80%	<u>300s</u> On Scene in	4.0	minutes or less	30	2.91	13.04%
63%	<u>400s</u> On Scene in	4.0	minutes or less	39	3.74	16.96%
0%	500s On Scene in	4.0	minutes or less	3	5.54	1.30%
33%	600s On Scene in	4.0	minutes or less	4	3.90	1.74%
20%	700s On Scene in	4.0	minutes or less	11	4.93	4.78%
43%	800s On Scene in	4.0	minutes or less	7	4.65	3.04%
	900s On Scene in	4.0	minutes or less			
	1000s On Scene in	4.0	minutes or less			
Total Calls				230		

## Travel Time December 2019 90% of the Time



## Dispatch to Arrival December 2019

### Dispatch to Arrival Analysis All Calls (No Mutual Aid)



<b><i>Dispatch to Arrival Analysis-(No Mutual Aid)</i></b>				<b>Total Calls</b>
71.12%	On Scene in	5.3	minutes or less	173
81.47%	On Scene in	6.0	minutes or less	189
89.66%	On Scene in	7.0	minutes or less	208
93.10%	On Scene in	8.0	minutes or less	216
95.69%	On Scene in	9.0	minutes or less	222
99.57%	On Scene in	14.0	minutes or less	230
	Total Calls		230	



# Total Dollar Losses

December 2019

Print Date/Time: 01/15/2020 14:28  
Login ID: rcklsdean  
Layer: All  
Areas: All

Rockwall Fire Department

ORI Number: TX504  
Incident Type: All  
Station: All

	Current Month	Last Month	Same Month Last Year	Year To Date	Last Year To Date
Total Property Loss:	\$134,465.00	\$23,656.00	\$0.00	\$664,336.00	\$608,248.00
Total Content Loss:	\$25,346.25	\$4,500.00	\$15,000.00	\$195,346.25	\$185,216.80
Total Property Pre-Incident Value:	\$1,803,191.00	\$31,760.00	\$0.00	\$7,610,480.92	\$8,137,170.00
Total Contents Pre-Incident Value	\$354,197.00	\$6,350.00	\$0.00	\$1,177,123.35	\$1,696,573.00
Total Losses:	\$159,811.25	\$28,156.00	\$15,000.00	\$859,682.25	\$159,811.25
Total Value:	\$2,157,388.00	\$38,110.00	\$0.00	\$8,787,604.27	\$9,833,743.00



# Fire Marshal Division

## December 2019

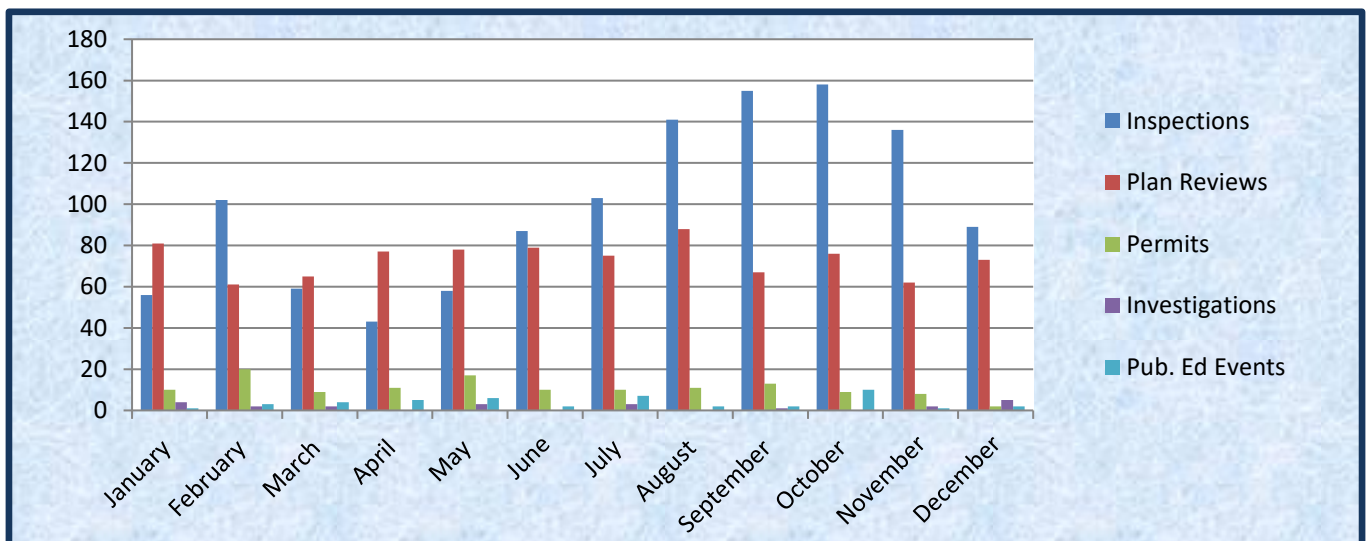
Inspection Status Report	
Total for Month	89

Plan Review Report	
Capital Improvements	1
CO	13
COMM	32
Engineering	4
Plat	5
Signage	1
Single Family	1
Site Plan	12
TCO	1
Zoning	3
Total for Month	73

Fire Investigations Status Report	
Active Investigations	1
Closed Investigations	4
Total for Month	5

Fire Permit Report	
Fire Alarm	1
Kitchen Suppression	1
Total for Month	2

Public Education Events	
Total for Month	2





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# DECEMBER 2019 MONTHLY REPORT



**ROCKWALL PARKS  
& RECREATION**

## PARTICIPATION



CHRISTMAS TREE LIGHTING : 500 PARTICIPANTS



BREAKFAST WITH SANTA: 200 PARTICIPANTS



CHRISTMAS SENIOR LUNCHEON: 60 PARTICIPANTS

### MONTHLY OVERVIEW

DEC '19

Part Time Labor Hours	<b>75</b>
Program Offerings	<b>9</b>
Program Participants	<b>433</b>
Resident Participants	<b>355</b>
Non-Resident Participants	<b>78</b>
Programs that Made	<b>8</b>
Cancelled Programs	<b>1</b>
% of Programs Cancelled	<b>11%</b>

### FEE BASED RESIDENT VS NON-RESIDENT

8 programs

**82%**

**18%**

VIP



NOVEMBER

TOTAL # OF HOURS

# OF VOLUNTEERS	N/A
# OF HOURS	N/A

N/A



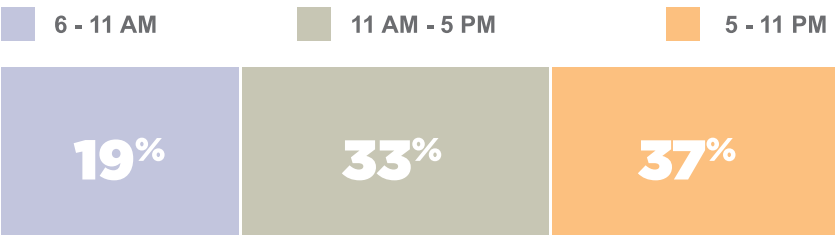
HMCC

DEC '19

Time Blocks Rented	57
Monthly Revenue	\$1880

HMCC RENTAL ACTIVITY BY TIME BLOCK

57 Rentals



PAVILIONS

DEC '19

Time Blocks Rented	4
Monthly Revenue	\$160

PAVILION RENTAL ACTIVITY BY TIME BLOCK

4 Rentals





# PARKS



## **FACILITY REPAIR:**

Harbor Basins back in operation



## **FACILITY REPAIR:**

Myers Pool repairs



## **FACILITY RENOVATIONS AND REPAIRS:**

Northshore wrought iron fence replacement, swing set replacement, and Fibar replacement from tornado damage





## MARKETING

### FACEBOOK PAGE LIKES



NOV

GAIN OR LOSS

**+25**

DEC

**+75**

TOTAL LIKES THRU 12/31/2019



**13,978**

### ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

NOV

ACCOUNTS

**9181**

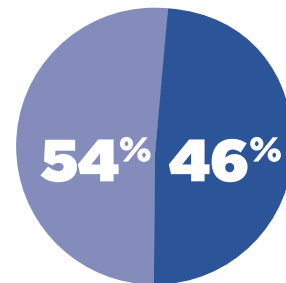
GAIN OR LOSS

**+39**

DEC

**9227**

**+46**



**RESIDENT VS NON-RESIDENT  
ACCOUNTS**

### PLAYROCKWALL.COM PERFORMANCE METRICS

# PLAYROCKWALL.COM

## PAGEVIEWS

Pageviews represent the total individual pages viewed by visitors to playrockwall.com within the month of December 2019.

**33,146**

## SESSIONS

Sessions represent an individual collection of a user's visit while viewing pages on playrockwall.com

**6,412**

## USERS

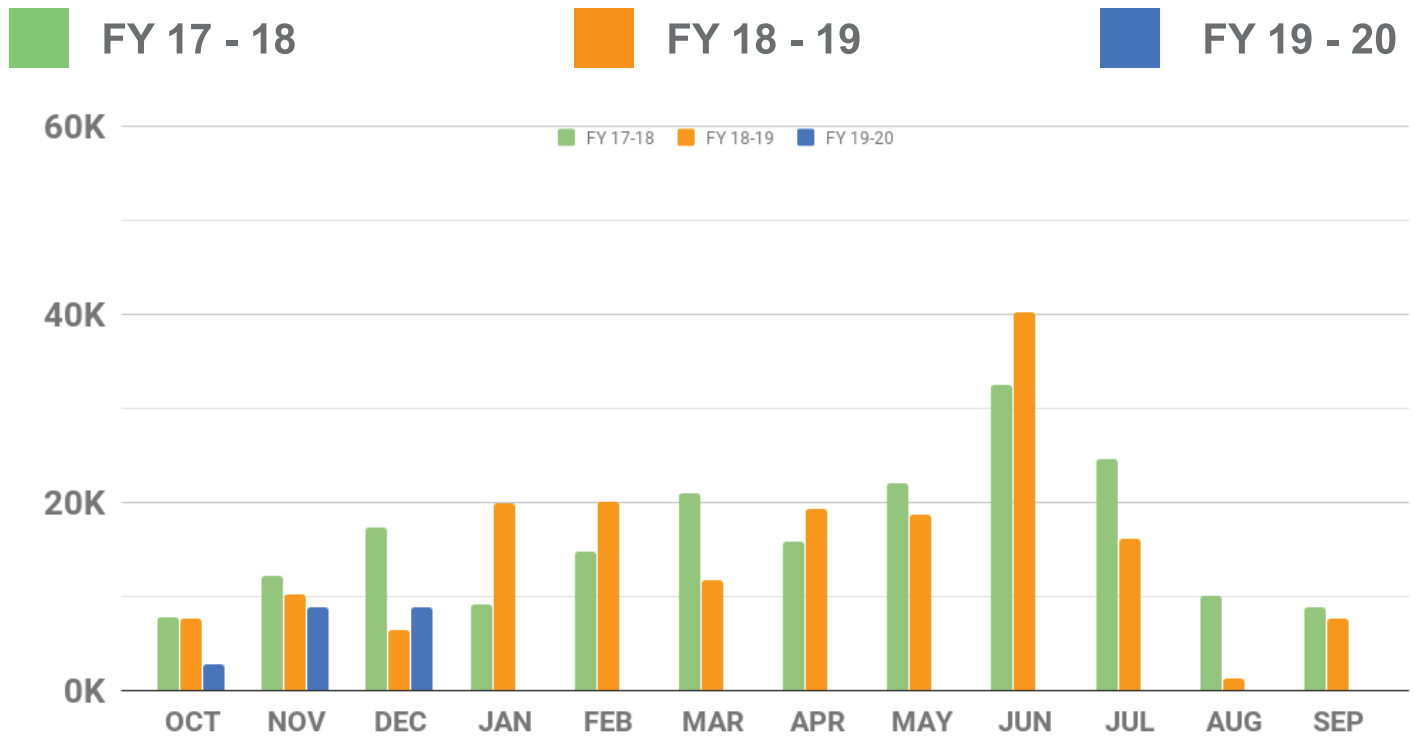
Visitors to playrockwall.com

**4,638**

# REVENUE

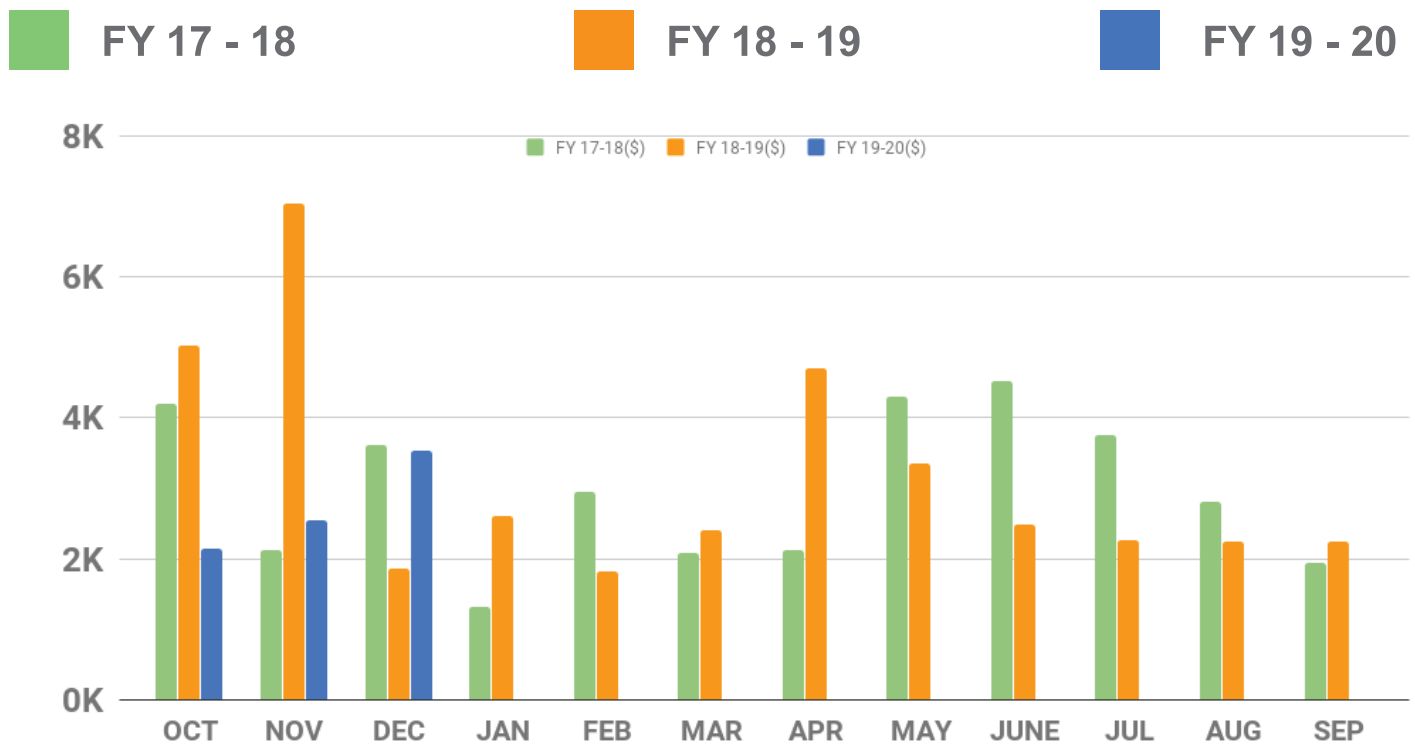
## FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



## FACILITY REVENUE BY MONTH

3 fiscal years



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# Rockwall Police Department

## Monthly Activity Report

December-2019

ACTIVITY	CURRENT MONTH DECEMBER	PREVIOUS MONTH NOVEMBER	YTD 2019	YTD 2018	YTD % CHANGE
----------	---------------------------	----------------------------	-------------	-------------	-----------------

### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	1	-100.00%
Sexual Assault	2	0	17	13	30.77%
Robbery	1	0	9	6	50.00%
Aggravated Assault	1	0	22	19	15.79%
Burglary	13	9	68	32	112.50%
Larceny	46	61	635	665	-4.51%
Motor Vehicle Theft	8	10	63	51	23.53%
<b>TOTAL PART I</b>	<b>71</b>	<b>80</b>	<b>814</b>	<b>787</b>	<b>3.43%</b>
<b>TOTAL PART II</b>	<b>157</b>	<b>157</b>	<b>1681</b>	<b>1807</b>	<b>-6.97%</b>
<b>TOTAL OFFENSES</b>	<b>228</b>	<b>237</b>	<b>2495</b>	<b>2594</b>	<b>-3.82%</b>

### ADDITIONAL STATISTICS

FAMILY VIOLENCE	21	12	200	207	-3.38%
D.W.I.	15	23	207	258	-19.77%

### ARRESTS

FELONY	38	19	373	361	3.32%
MISDEMEANOR	68	71	761	885	-14.01%
WARRANT ARREST	14	11	134	154	-12.99%
JUVENILE	5	12	65	62	4.84%
<b>TOTAL ARRESTS</b>	<b>125</b>	<b>113</b>	<b>1333</b>	<b>1462</b>	<b>-8.82%</b>

### DISPATCH

CALLS FOR SERVICE	1420	1493	18103	16713	8.32%
-------------------	------	------	-------	-------	-------

### ACCIDENTS

INJURY	6	5	110	118	-6.78%
NON-INJURY	56	76	756	709	6.63%
FATALITY	0	0	0	2	-200.00%
<b>TOTAL</b>	<b>62</b>	<b>81</b>	<b>866</b>	<b>829</b>	<b>4.46%</b>

### FALSE ALARMS

RESIDENT ALARMS	65	56	668	733	-8.87%
BUSINESS ALARMS	84	109	1508	1529	-1.37%
<b>TOTAL FALSE ALARMS</b>	<b>149</b>	<b>165</b>	<b>2176</b>	<b>2262</b>	<b>-3.80%</b>
Estimated Lost Hours	98.34	108.9	1436.16	1492.92	-3.80%
Estimated Cost	\$2,339.30	\$2,590.50	\$34,163.20	\$35,513.40	-3.80%

### ROCKWALL NARCOTICS UNIT

Number of Cases	6
Arrests	11
Arrest Warrants	
Search Warrants	4
Seized	
Cocaine	17 gm
Heroin	3 kg
Marijuana	1 lb
Methamphetamine	1 kg
THC Oil	4 gm



## Rockwall Police Department

### Dispatch and Response Times

December 2019

#### Police Department

Average Response Time		
<b>Priority 1</b>		Number of Calls <b>103</b>
Call to Dispatch	0:01:40	
Call to Arrival	0:06:10	
% over 7 minutes	23%	
Average Response Time		
<b>Priority 2</b>		Number of Calls <b>318</b>
Call to Dispatch	0:05:14	
Call to Arrival	0:12:44	
% over 7 minutes	62%	
Average Response Time		
<b>Priority 3</b>		Number of Calls <b>62</b>
Call to Dispatch	0:03:49	
Call to Arrival	0:10:19	
% over 7 minutes	53%	

#### Average dispatch response time goals are as follows:

Priority 1: 1 Minute

Priority 2: 1 Minute, 30 Seconds

Priority 3: 3 Minutes

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