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## ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, July 01, 2019 - **5:00 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 purchase, sale or lease of real property in the vicinity of Rockwall Municipal Airport, Downtown, IH-30 service Rd. @ T.L. Townsend, and The Harbor as well as city owned land at Fire Station No. 2 pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
3. 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. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

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

**VII. OPEN FORUM**

**VIII. CONSENT AGENDA**

- pg.9 1.** Consider approval of the minutes from the June 17, 2019 regular city council meeting, and take any action necessary.
- pg.19 2. Z2019-012** - Consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Jen-Liang Wu of Unison Investment for the approval of an **ordinance** for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family-1 (SF-1) District land uses on a 61.45-acre tract of land identified as Tract 4 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the west side of Stodghill Road [FM-3549] north of the intersection of Stodghill Road [FM-3549] and Cornelius Road, and take any action necessary **(2nd Reading)**.

- pg.34 3. Z2019-013** - Consider a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Dan Bobst of J-BR2, LLC for the approval of an **ordinance** for a PD Development Plan within Planned Development District 32 (PD-32), on a 2.893-acre parcel of land identified as Lot 1, Block B, Harbor District Addition, City of Rockwall, Rockwall County, Texas, situated within the Hillside Sub-District of Planned Development District 32 (PD-32), located within the IH-30 Overlay (IH-30 OV) District, located at the southwest corner of the intersection of the IH-30 frontage road and Sunset Ridge Drive, and take any action necessary **(2nd Reading)**.
- pg.40 4.** Consider approval of an ordinance amending the Code of Ordinances in Ch. 18. Fire Prevention and Protection, Article III. Fire Marshal, Sections 18-66 and 18-67, authorizing the Fire Chief to appoint the Fire Marshal, and take any action necessary (1st reading).
- pg.43 5.** Consider approval of a contract for professional engineering services with Birkhoff, Hendricks and Carter, L.L.P. to perform the engineering design services for the East Fork Sanitary Sewer Aerial Crossing Rehabilitation Project in an amount not to exceed \$52,100.00, to be paid for out of 2018-2019 Water and Sanitary Sewer Budget, and take any action necessary.
- pg.61 6.** Consider approval of the professional engineering services contract for BW2 Engineers, Inc. to perform the engineering design services for the St Mary's Street, Bost Street, and Sherman Street Water and Wastewater Replacement Project in an amount not to exceed \$76,000.00, to be paid for out of 2018-2019 Water and Sanitary Sewer Budget, and take any action necessary.
- pg.80 7.** Consider approval of the professional engineering services contract for Teague Nall and Perkins, Inc. to perform the engineering design services for the W. Kaufman Street, N. First Street, and W. Rusk Water Replacement Project in an amount not to exceed \$60,600.00, to be paid for out of 2018-2019 Water and Sanitary Sewer Budget, and take any action necessary.
- pg.103 8. P2019-027** - Consider a request by Kyle Coleman Harris of Pacheco Koch Consulting Engineers on behalf of Alton Frazier of Channell Commercial Corporation for the approval of a replat for Lot 3, Block A, Channell Subdivision Addition being a 18.762-acre parcel of land identified as Lot 2, Block A, Channell Subdivision Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, addressed as 1700 John King Boulevard, and take any action necessary.
- pg.110 9. MIS2019-008** - Consider a request by Matthew Mulliken of Mulliken Construction Management, LLC on behalf of Jim Vaudagna of Dallas East for the approval of a parking agreement between two (2) properties identified as Lot 1, Block B & Lot 1, Block C, Rockwall Business Park East Addition, City of Rockwall, Rockwall County, Texas, zoned Commercial (C) District, situated within the SH-205 Overlay (SH-205 OV) District, addressed as 1280 & 1300 E. Ralph Hall Parkway, 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.121 1. MIS2019-003** - Hold a public hearing to discuss and consider a request by Jose Carmona Lopez for the approval of an On-Site Sewage Facility (OSSF) on a 0.33-acre tract of land identified as Lots 1325 & 1326, Rockwall Lake Properties Development No. 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 424 Nicole Drive, and take any action necessary.

## **XI. ACTION ITEMS**

- pg.129 1. MIS2019-005** - Discuss and consider a request by Michael Duval of G & A Consultants on behalf of John Delin of R. W. Ladera, LLC for the approval of an Alternative Tree Mitigation Settlement Agreement for a 28.011-acre parcel of land identified as a Tract 5 of the M. B. Jones Survey, Abstract No. 122, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 85 (PD-85), situated within the 205 By-Pass Overlay (205 BY-OV) and the East SH-66 Overlay (E SH-66 OV) District, located at the northeast corner of the intersection of SH-66 and John King Boulevard, and take any action necessary.
- pg.136 2.** Discuss and consider approval of a proposal from American Signal Corporation in the amount of \$117,693.28 for replacement of three outdoor emergency warning sirens, hardware, and software to be funded by general fund reserves, 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.146** Building Inspections Monthly Report - May 2019  
**pg.159** Fire Department Monthly Report - May 2019  
**pg.166** GIS Division Monthly Report - May 2019  
**pg.168** Harbor PD Monthly Report - May 2019  
**pg.170** Internal Operations Monthly Report - May 2019  
**pg.172** Recreation Monthly Report - May 2019  
**pg.178** Rockwall Animal Adoption Center Monthly Report - May 2019  
**pg.182** Police Department Monthly Activity Report - May 2019  
**pg.185** STAR Transit Monthly Report - May 2019  
**pg.188** STAR Transit 3rd Quarter Report

### **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 purchase, sale or lease of real property in the vicinity of Rockwall Municipal Airport, Downtown, IH-30 service Rd. @ T.L. Townsend, and The Harbor as well as city owned land at Fire Station No. 2 pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
2. Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
3. 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 28<sup>th</sup> day of June, 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

## **ROCKWALL CITY COUNCIL REGULAR MEETING**

**Monday, June 17, 2019 - 5:00 PM**

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

### **I. CALL PUBLIC MEETING TO ORDER**

Mayor Pro Tem Macalik called the public meeting to order at 5:19 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Dana Macalik, and Councilmembers Bennie Daniels and Kevin Fowler. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Joey Boyd and City Attorney Frank Garza. Councilmember John Hohenshelt was absent from the entire meeting. Councilmember Patrick Trowbridge arrived to the meeting during Public Hearing Item #1 at 6:15 p.m. as noted below.

Mayor Pro Tem Macalik then read the below listed discussion items into the public record before recessing the meeting to go into Executive Session at 5:20 p.m.

### **II.**

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

1. Discussion regarding legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
2. Discussion regarding appointment of city council subcommittees and board liaisons pursuant to Section, §551.074 (Personnel Matters)
3. Discussion regarding purchase, sale or lease of real property in the vicinity of Rockwall Municipal Airport, Downtown and The Harbor as well as city owned land at Fire Station No. 2 pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. 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**

Council adjourned from Executive Session at 5:55 p.m.

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

Mayor Pruitt reconvened the public meeting at 6:00 p.m. (Councilmembers Patrick Trowbridge and John Hohenshelt were absent from the meeting).

### **V. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

Indication was given that no action was needed as a result of Executive Session.

## **VI. INVOCATION AND PLEDGE OF ALLEGIANCE – MAYOR PRO TEM MACALIK**

**Mayor Pro Tem Macalik delivered the invocation and led the Pledge of Allegiance.**

## **VII. PROCLAMATIONS**

**No proclamations took place.**

## **VIII. OPEN FORUM**

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

## **IX. CONSENT AGENDA**

1. Consider approval of the minutes from the June 3, 2019 regular city council meeting, and take any action necessary.
2. Consider awarding a bid to Magnum Manhole and authorizing the City Manager to execute a Purchase Order for Lift Station Wet Well Lining Project in the amount of \$68,390 to be funded out of the Water and Sewer Fund, Wastewater Operations Budget, and take any action necessary.
3. Consider approval of a facility use agreement at Gloria Williams Pool between the City and the Rockwall YMCA for the purposes of providing swim lessons to members of the Boys and Girls Club, and take any action necessary.
4. **P2019-024** - Consider a request by Charles Corbett for the approval of a vacating plat establishing Lots 17 & 18, Block B, Lago Vista Addition being a 1.09-acre parcel of land currently identified as Lot 19, Block B, Lago Vista Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 18 (PD-18) for single family land uses, addressed as 2835 Marcie Lane, and take any action necessary.

**Councilmember Daniels moved to approve the entire Consent Agenda (#s 1, 2, 3, and 4). Councilmember Johannesen seconded the motion, which passed unanimously of those present (5 ayes with 2 absences (Trowbridge and Hohenshelt)).**

## **X. 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 of the city's Planning & Zoning Commission came forth and briefed the Council on recommendations of the Commission relative to items on tonight's meeting agenda. No discussion or action took place following Mr. Chodun's briefing.**

## **XI. PUBLIC HEARING ITEMS**

1. **Z2019-012** - Hold a public hearing to discuss and consider a request by Ryan Joyce of Michael Joyce Properties on behalf of Jen-Liang Wu of Unison Investment for the approval of an **ordinance** for a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family-1 (SF-1) District land uses on a 61.45-acre tract of land identified as Tract 4 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas, zoned Agricultural (AG) District, located on the west side of Stodghill Road [FM-3549] north of the

intersection of Stodghill Road [FM-3549] and Cornelius Road, and take any action necessary (1st Reading).

Planning Director Ryan Miller provided background information pertaining to this agenda item. Specifically, the development will include 17 lots that will be a minimum of 120' x 200' and 23 lots that will be a minimum of 130' x 400'. Of the 40 proposed lots 39 of the lots will range in size from 43,560 SF (*i.e. one [1] acre*) to 65,340 SF (*i.e. one and one half [1½]-acres*). There will be one (1) lot that will be 235,299 SF (*i.e. ~ five and one half [5½] acres*). The proposed minimum size of each dwelling unit (*i.e. air conditioned space*) will be 2,500 SF. The applicant has stated that the homes will be custom homes and will vary from lot to lot. The product will also be a rural style estate lot, which will incorporate a rural-local roadway (*i.e. will not be curb and gutter*) and a minimum front yard setback of 70-feet. The proposed housing product will have a minimum masonry requirement of 80%, with up to 50% cementitious fiberboard horizontal lap siding (*e.g. HardiBoard or Hardy Plan*) and stucco (*i.e. three [3] part stucco or a comparable product -- to be determined by staff*) being permitted. The proposed housing product conforms to the City's minimum masonry and anti-monotony requirements and will allow both *traditional swing* (*i.e. j-swing*), side entry, and flat front entry (*i.e. setback behind the width of the double car garage that is access from the traditional swing configuration*) garage configurations. All garage doors will incorporate upgraded finishes (*e.g. divided garage bay doors, carriage style hardware and lighting elements, cedar clad garage doors, or a similar alternative -- to be determined by staff*). The development will incorporate less than the required 20% open space; however, it will have a 30-foot landscape buffer adjacent to FM-3549 that will incorporate ground cover, a built-up berm and/or shrubbery -- *or a combination thereof* -- and trees and a five (5) foot sidewalk along the entire frontage. In addition, the applicant has stated that by virtue of the development incorporating larger lots without stockade or solid fencing, it will achieve the same feel as more dense developments that incorporate the required 20% open space. The proposed Planned Development District will be subject to the land uses and requirements stipulated for the Single-Family 1 (SF-1) District unless specifically called out in the Planned Development District ordinance.

Mr. Miller shared that thirteen notices were sent out to owners and occupants located within 500' within the city limits. To date, staff has received no responses back. In addition, the Planning & Zoning Commission has recommended approval of this request.

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

Ryan Joyce  
1189 Waters Edge Drive  
Rockwall, TX 75087

Mr. Joyce, the applicant came forth and addressed the Council, explaining that this development was birthed when he and his wife were searching for a place to build a home on a 1 acre lot. He has been a developer for a number of years but mainly in Austin. He went on to share additional details pertaining to his proposed development.

Councilmember Trowbridge arrived to the meeting at this point (at 6:15 p.m. during Mr. Joyce's comments).

Steve Curtis  
2130 FM 1141  
Rockwall, TX 75087

Mr. Curtis came forth and expressed concerns related to drainage if this tract of land is developed.



City Engineer Amy Williams provided brief comments pertaining to drainage-related studies and requirements to which the applicant will need to adhere.

City Manager Rick Crowley commented that when the Council has previously approved 1 acre lots on septic, Rockwall County has indicated that the county may not be able to include new lots in the county's inspections program. He cautioned the Council that the city may need to develop its own inspection program; however, he does not believe this will be problematic or too concerning. He just wanted to make the Council aware of this possibility; however, he does not believe this should be a deciding or limiting factor in the Council's decision making this evening.

Councilmember Johannesen asked if the Council is only voting on zoning or if the plan itself is also being approved. Mr. Miller pointed out that the plan is included as an exhibit to the proposed ordinance.

Councilman Johannesen moved to approve Z2019-012. Councilmember Daniels seconded the motion. The ordinance was read as follows:

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT SF1 (PD-XX) FOR SINGLE FAMILY 1 (SF-1) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 62.45-ACRE TRACT OF LAND IDENTIFIED AS TRACT 4 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'* AND DEPICTED HEREIN BY *EXHIBIT 'B'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 5 ayes with 1 absence (Hohenshelt), and 1 not voting/abstaining (Trowbridge).

2. **Z2019-013** - Hold a public hearing to discuss and consider a request by Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of Dan Bobst of J-BR2, LLC for the approval of an **ordinance** for a PD Development Plan within Planned Development District 32 (PD-32), on a 2.893-acre parcel of land identified as Lot 1, Block B, Harbor District Addition, City of Rockwall, Rockwall County, Texas, situated within the Hillside Sub-District of Planned Development District 32 (PD-32), located within the IH-30 Overlay (IH-30 OV) District, located at the southwest corner of the intersection of the IH-30 frontage road and Sunset Ridge Drive, and take any action necessary (**1st Reading**).

Planning Director Ryan Miller provided background information concerning this agenda item. On May 15, 2019, the applicant -- Jimmy Strohmeyer of Strohmeyer Architects, Inc. -- submitted an application requesting to amend Ordinance No. 14-51 to change the PD Concept Plan approved for the subject property. According to Ordinance No. 17-22 [the regulating ordinance for Planned Development District 32 (PD-32)], the purpose of a PD Development Plan is to ensure that a proposed development meets the



intent of the subdistrict and/or to address any waivers required by the development. Ordinance No. 17-22 goes on to state that the Hillside Subdistrict, in which the subject property is located, is intended "... to provide a cluster of restaurant anchors that can contribute to the creation of a vibrant, pedestrian oriented character within the Harbor District." In this case, the applicants proposed development meets this intent of the Hillside Subdistrict; however, the submitted Plan will require waivers to the building placement and parking requirements stipulated in Ordinance No. 17-22.

Notices were sent out to property owners and residents located within 500' as well as the HOA's (homeowners association(s)).

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. The applicant then came forth to speak.

Jimmy Strohmeyer  
2701 Sunset Ridge  
Suite 607  
Rockwall, TX 75032

Mr. Strohmeyer came forth and provided additional information to the Council concerning his requests. Council then spoke with staff concerning the parking requirements and associated waiver that is being requested.

Councilmember Trowbridge commented that he likes the slope and how this will cause this area to appear to "step down" as you approach IH-30.

Councilmember Fowler expressed some concern about the parking and patrons that will be walking uphill and downhill to and from the parking areas.

Councilmember Johannesen moved to approve Z2019-013. Councilmember Trowbridge seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL  
ORDINANCE NO. 19-\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING ORDINANCE NO. 14-51 & 17-22 OF PLANNED DEVELOPMENT DISTRICT 32 (PD-32) AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A PD DEVELOPMENT PLAN FOR RETAIL/RESTAURANT PAD SITES ON A 2.893-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1, BLOCK B, HARBOR DISTRICT ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

## **XII. ACTION ITEMS**

1. Hear update and discuss and consider city strategic planning, and take any action necessary.

**Mayor Pruitt opened this discussion by sharing his thoughts regarding citywide strategic planning, including topics he believes the city should focus on moving forward throughout his last term as mayor. His comments were as follows:**

*I want to thank our Rockwall City Staff under the leadership of City Manager Rick Crowley for taking the City, over the past five years that I have been Mayor, to a new level of professionalism. I also want to thank my fellow council members who have worked tirelessly in making Rockwall not just a city, but a community. I look forward to serving you for my last term as Mayor of this dynamic growing community, and want to share some of my visions for the upcoming term.*

**FISCAL RESPONSIBILITY** - *We must continue to concentrate on fiscal responsibility that focuses on the growth in expenditures. Keeping expenditures in check will guarantee a tax rate reflective of the conservative views of this Council. I am proud that the tax rate in our City has decreased to the effective rate for each of the years I have been your Mayor and I am confident this will be the case again this year.*

**RESIDENTIAL DEVELOPMENT** - *We should continue to encourage developers to increase the quality and size of homes on the remaining developable residential land in our city. Increases in size and quality of homes will add increased taxable valuation.*

**BUSINESS DEVELOPMENT** - *This city is committed to attracting quality commercial and retail projects. Our Economic Development Corporation must continue to attract great companies like the ones that now call Rockwall home.*

*Downtown is a phenomenal place to visit, not just for our residents, but it attracts many to come to Rockwall and attend one of the many events that takes place downtown each week. We must continue to support the Farmer's Market downtown where it has thrived for the past ten years. The San Jacinto Square downtown is a jewel and the concert series that takes place on Thursday, Friday and Saturday nights should be expanded so as to have live music downtown each and every weekend.*

*The Harbor District has finally gotten on track and is developing into what was envisioned by its creation. Our City invested a large amount of tax money at the Harbor and I believe with the opening of the new condominium projects we will see the Harbor thrive. We have to do a better job in encouraging folks to park in the Trend Tower garage during events at the Harbor. Last Thursday the neighborhood above the Harbor was inundated with attendees parking all the way to the top of the neighborhood due to the large turnout, while the Trend Tower Garage was barely used. Signage must be changed that instructs people entering the Harbor that City parking is available at the Tower. Our taxpayers funded several million dollars for this garage and it should be used.*

*We also need to decide what are our long-term goals as to the sale or development of the additional property that the City still owns in the district and try to move beyond the barriers of the past. The Harbor is an asset that needs to be enjoyed by our residents. I would encourage our residents to rediscover the Harbor and see what a truly spectacular complex it is.*

**ROADWAYS/TRANSPORTATION** - *The council remains committed to improving roadways and transportation. We will continue to partner with Rockwall County to provide relief in this area. The I30 project for expanding the bridge over the lake is proceeding and I expect this project will be an economic game-changer for our City.*

*Likewise, the John King to State Highway 205 exchange with TXDOT is in the environmental stage and will have the necessary funding to be completed in a few years.*

*We must also be vigilant about making repairs to existing streets that have deteriorating concrete and asphalt surfaces which are constantly requiring temporary repairs. Planning for major roadway bond projects for rehabilitation of City streets is well underway.*

**PARKS** - *The Parks Department has exceeded our expectations and continues to make Rockwall a great place to live, work and play. We should all get behind and energize our efforts to construct a lakeside city park. We are a lakeside community and do not have one city park on the lake for our resident's enjoyment. It is time that we get with Dallas to lease the take-line in the North so we can complete this needed addition to our park system.*

*We are into a comprehensive study of our athletic facilities and soon we will need to consider what level of these facilities the City can afford.*

*I have already started a comprehensive assessment of our take-line ordinance. This ordinance passed many years ago does not address certain issues that have arisen concerning construction and access. We must encourage the owners living on the lake to lease the take-line from the City if they want to use it. Many property owners are using the take-line but paying nothing for that opportunity while others pay according to the ordinance. If these owners are not willing to lease the property, then our residents should be allowed to use the property for recreational purposes which are not now possible.*

**AIRPORT** - *We must concentrate on obtaining grant funding from TDOT Aviation to correct some serious problems at the Ralph Hall Municipal Airport. We are presently working to obtain land that is needed for these improvements. It is very important that we attract commercial aviation businesses to the airport. With the runway length being fixed, it is very challenging to attract commercial aviation. With the new technologies being developed, drone and helicopter businesses are the type of commercial aviation businesses that we can attract.*

**VOLUNTEERISM** - *I once again encourage each citizen to get involved in our City in one of our many volunteer opportunities. If you want to get involved in this city, we will do our very best to find you a spot that gels with your experience level, interests, or available time commitment. It doesn't matter if you have ever been involved before. If you want a voice in this city, come talk to us at city hall or go onto our website [www.rockwall.com](http://www.rockwall.com).*

**CUSTOMER SERVICE** - *Our city employees are our best asset. We are in a customer service business – whether you are the water meter reader or a patrol officer. We expect every employee to treat citizens with respect and to do their job as professionally as possible.*

*Again, I am so honored to be your mayor, and I look forward to working with each of you to keep this the best city in the State of Texas.*

Following Mayor Pruitt's comments, City Manager Rick Crowley then came forth and addressed the Council. He provided extensive comments regarding some of the city's past strategic plan-related accomplishments and strategic items that the city may wish to focus on moving forward into the future. The Council took no formal action pertaining to this discussion item.

2. Discuss and consider overview of the city's budget process and outlook for Fiscal Year 2020, and take any action necessary

Assistant City Manager / Finance Director Mary Smith briefed the Council on the upcoming budget process and outlook for next fiscal year's budget. She pointed out that the city's effective tax rate may end up being just slightly higher than our current rate. So, keeping the effective tax rate may require a very slight rate increase. Department directors have submitted their budget requests, and city management is currently working through those requests in order to arrive at the ability to present a balanced budget proposal to the Council for consideration later this summer.

General discussion ensued pertaining to projected property tax values. Mr. Crowley indicated that staff will be preparing the budget proposal based on the current tax rate, and then staff and council will move forward from there with the budget process.

#### **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 legal advice associated with homeowners association (HOA) regulations within the city pursuant to Section 551.071 (Consultation with Attorney).
2. Discussion regarding appointment of city council subcommittees and board liaisons pursuant to Section, §551.074 (Personnel Matters)
3. Discussion regarding purchase, sale or lease of real property in the vicinity of Rockwall Municipal Airport, Downtown and The Harbor as well as city owned land at Fire Station No. 2 pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. 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**

Council did not reconvene in Executive Session following the close of the public meeting agenda.

#### **XV. ADJOURNMENT**

Mayor Pruitt reminded the public about the upcoming 4<sup>th</sup> of July parade and fireworks show. He then adjourned the meeting at 7:19 p.m.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, THIS 1<sup>ST</sup> DAY OF JULY, 2019.**

**ATTEST:**

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

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

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CITY OF ROCKWALL

ORDINANCE NO. 19-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD-87) FOR SINGLE FAMILY 1 (SF-1) DISTRICT LAND USES ON THE SUBJECT PROPERTY, BEING A 62.45-ACRE TRACT OF LAND IDENTIFIED AS TRACT 4 OF THE W. M. DALTON SURVEY, ABSTRACT NO. 72, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'* AND DEPICTED HEREIN BY *EXHIBIT 'B'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request by Ryan Joyce of Michael Joyce Properties on behalf of Jen-Liang Wu of Unison Investment for the approval of a zoning change from an Agricultural (AG) District to a Planned Development District for Single Family 1 (SF-1) District land uses, on a 62.45-acre tract of land identified as Tract 4 of the W. M. Dalton Survey, Abstract No. 72, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* and depicted in *Exhibit 'B'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

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

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

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

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

**SECTION 3.** That development of the *Subject Property* shall generally be in accordance with the *Density and Development Standards*, outlined in *Exhibit 'D'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'D'*, which is deemed hereby to be a condition of

approval of the amended zoning classification for the *Subject Property*;

**SECTION 4.** That a *Master Parks and Open Space Plan* for the *Subject Property*, prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan* described in *Exhibit 'C'* of this ordinance, shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

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

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (*including Subsections 6(b) through 6(f) below*), shall be the exclusive procedures applicable to the subdivision and platting of the *Subject Property*.
- (b) The following plans and plats shall be required in the order listed below (*except as set forth below with regard to simultaneous processing and approvals*). The City Council shall act on an application for a *Master Parks and Open Space Plan* in accordance with the time period specified in *Section 212.009* of the *Texas Local Government Code*.
  - (1) Master Parks and Open Space Plan
  - (2) Master Plat
  - (3) Preliminary Plat
  - (4) PD Site Plan
  - (5) Final Plat
- (c) *Master Parks and Open Space Plan.* An *Master Parks and Open Space Plan* for the *Subject Property*, as depicted in *Exhibit 'C'* of this ordinance, prepared in accordance with this ordinance, shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.
- (d) *Master Plat.* A *Master Plat* for the *Subject Property*, as depicted in *Exhibit 'C'* of this ordinance, shall be submitted and shall identify the proposed timing of each phase of the proposed development. A *Master Plat* application may be processed by the City concurrently with a *Master Parks and Open Space Plan* application for the development.
- (e) *Preliminary Plat.* A *Preliminary Plat* for each phase of the *Subject Property*, as depicted in *Exhibit 'C'* of this ordinance, shall be submitted in accordance with the phasing plan established by the *Master Plat* and shall include a *Treescape Plan* for the phase being *Preliminary Platted*. A *Preliminary Plat* application may be processed by the City concurrently with a *Master Plat* and a *Master Parks and Open Space Plan* application for the development.
- (f) *PD Site Plan.* A *PD Site Plan* for each phase of the development of the *Subject Property*, as depicted in *Exhibit 'C'* of this ordinance, shall be submitted and shall identify all site/landscape/hardscape plan(s) for all open space, neighborhood parks, trail systems, street buffers and entry features. A *PD Site Plan* application may be processed by the City concurrently with a *Final Plat* application for the development.
- (g) *Final Plat.* Prior to the issuance of any building permits, a *Final Plat*, conforming to the *Preliminary Plat*, shall be submitted for approval.

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



each and every day such offense shall continue shall be deemed to constitute a separate offense;

**SECTION 7.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**SECTION 8.** The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development Code*), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

**SECTION 9.** 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 1<sup>ST</sup> DAY OF JULY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: June 17, 2019

2<sup>nd</sup> Reading: July 1, 2019

**BEING** 62.517 acres of land located in the WILLIAM DALTON SURVEY, ABSTRACT NUMBER 72, Ellis County, Texas, being all of that certain called 61.455 acre tract as described to Unison Investment by deed recorded in volume 489, page 23, Deed Records, Rockwall County, Texas (D.R.R.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING** at a fence corner found in the west line of Farm-to-Market Road 3549 (100' right-of-way) at the southeast corner of the above-mentioned 61.455 acre tract;

**THENCE** South 89 degrees 25 minutes 31 seconds West, at a distance of 484.49 feet pass 3.62 feet right of a 5/8" iron pipe found and continuing for a total distance of 1353.00 feet with the south line of said 61.455 acre tract to a 1/2" iron pipe found at the northwest corner of the William Kyle Allen et ux 12.888 acre tract as described in Volume 153, Page 629, (D.R.R.C.T.) and the northeast corner of the Robert Peoples and Megan Peoples 10.00 acre tract as described in Instrument Number 2013000483387, (D.R.R.C.T.);

**THENCE** South 89 degrees 24 minutes 55 seconds West, a distance of 329.15 feet with the south line of said 61.455 acre tract to a 1/2" iron rod with red cap stamped "ONEAL 6570" set at the northwest corner of the above-mentioned 10.00 acre tract and the northeast corner of the Billy Conrad Hagen 4.030 acre tract as described in Volume 103, Page 775, (D.R.R.C.T.);

**THENCE** South 89 degrees 55 minutes 41 seconds West, a distance of 328.28 feet with the south line of said 61.455 acre tract, same being the common north line of the above-mentioned 4.030 acre tract and the Lorin Preston Larman and Jeanne Larman 4.962 acre tract as described in Volume 3679, Page 25, (D.R.R.C.T.) to a 5/8" iron rod found at the northwest corner of the just mentioned 4.962 acre tract;

**THENCE** South 89 degrees 37 minutes 12 seconds West, a distance of 136.07 feet to the southwest corner of said 61.455 acre tract, same being the common southeast corner of the Craig William McCallum 20.057 acre tract as described in Instrument Number 20150000001423, (D.R.R.C.T.), from which a 1/2" iron rod with cap stamped "DC&A" bears South 60 degrees 38 minutes 16 seconds East, a distance of 1.05 feet and a fence corner bears North 89 degrees 37 minutes 12 seconds East, a distance of 0.71 feet;

**THENCE** North 00 degrees 53 minutes 26 seconds West, a distance of 1320.98 feet to a mag nail with washer stamped "ONEAL 6570" set in the approximate centerline of Clem Road (no record found by surveyor) at the northwest corner of said 61.455 acre tract and the northeast corner of the above-mentioned 20.057 acre tract;

**THENCE** North 88 degrees 59 minutes 46 seconds East, a distance of 1146.71 feet with the approximate centerline of Clem Road and the north line of said 61.455 acre tract to a 1/2" iron rod found;

**THENCE** South 00 degrees 08 minutes 11 seconds East, a distance of 208.75 feet leaving Clem Road to a 1/2" iron rod with red cap stamped "ONEAL 6570" set at an interior corner of said 61.455 acre tract;

**THENCE** North 89 degrees 52 minutes 31 seconds East, a distance of 208.75 feet to a 1/2" iron rod with red cap stamped "ONEAL 6570" set for an interior corner of said 61.455 acre tract;

**THENCE** North 00 degrees 05 minutes 04 seconds West, a distance of 209.15 feet to a mag nail with washer stamped "ONEAL 6570" set in the approximate centerline of Clem Road and an

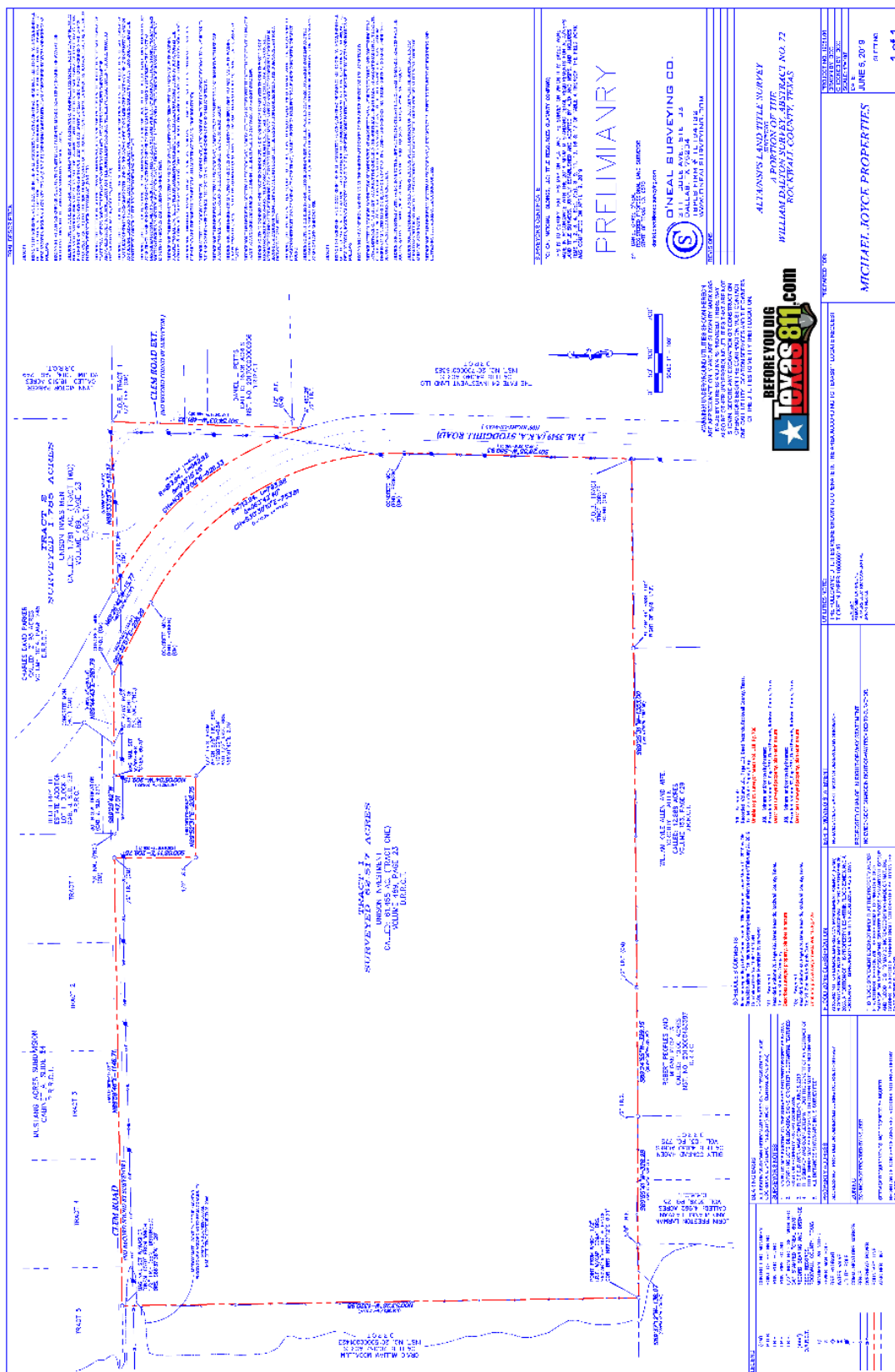
exterior corner of said 61.455 acre tract;

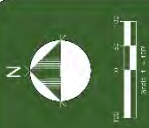
**THENCE** North 89 degrees 44 minutes 43 seconds East, a distance of 261.79 feet with the north line of said 61.455 acre tract to a concrete monument found in the southwest line of Farm-To-Market Road 3549;

**THENCE** South 62 degrees 32 minutes 57 seconds East, a distance of 205.29 feet with the southwest line of Farm-To-Market Road 3549 and the common northeast line of said 61.455 acre tract, to a broken concrete monument found at the beginning of a curve to the right having a delta angle of 063 degrees 42 minutes 40 seconds, a radius of 713.94 feet and a long chord that bears South 30 degrees 30 minutes 10 seconds East for a distance of 753.61 feet;

**THENCE** southeasterly with said curve to the right and the southwest line of Farm-To-Market Road 3549 and the common northeast line of said 61.455 acre tract, an arc length of 793.88 feet to a broken concrete monument found;

**THENCE** south 01 degrees 28 minutes 55 seconds west, with the west line of Farm-To-Market Road 3549 and the common east line of said 61.455 acre tract, a distance of 580.93 feet to the **POINT OF BEGINNING** and containing 62.517 acres of land, more or less.





# NORTHGATE CONCEPT PLAN F ROCKWALL, TEXAS



February 28, 2019  
SHEET NO. 1 OF 1  
PROJECT #00000



62.455 ACRES  
40 LOTS  
1.0 ACRE MINIMUM

## Density and Development Standards.

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

**Table 1: Lot Composition**

Lot Type	Minimum Lot Size (FT)	Minimum Lot Size (SF)	Dwelling Units (#)	Dwelling Units (%)
A	120' x 200'	43,560 SF	17	42%
B	130' x 400'	65,340 SF	23	58%
Maximum Permitted Units:			40	100.00%

3. **Density and Dimensional Requirements.** Unless specifically provided by this Planned Development District ordinance, the development standards stipulated by the Single Family 1 (SF-1) District, as specified by Article V, *District Development Standards*, of the Unified Development Code (UDC) are applicable to all development on the *Subject Property*. The maximum permissible density for the *Subject Property* shall not exceed 0.65 dwelling units per gross acre of land; however, in no case should the proposed development exceed 40 units. All lots shall conform to the standards depicted in *Table 2*, which are as follows:

**Table 2: Lot Dimensional Requirements**

Lot Type (see Concept Plan) ►	A	B
Minimum Lot Width <sup>(1)</sup>	120'	130'
Minimum Lot Depth	200'	400'
Minimum Lot Area	43,560 SF	65,340 SF
Minimum Front Yard Setback <sup>(2) &amp; (5)</sup>	70'	70'
Minimum Side Yard Setback	25'	25'
Minimum Side Yard Setback (Adjacent to a Street) <sup>(2) &amp; (5)</sup>	30'	30'
Minimum Length of Driveway Pavement	70'	70'
Maximum Height <sup>(3)</sup>	38'	38'
Minimum Rear Yard Setback <sup>(4)</sup>	50'	50'
Minimum Area/Dwelling Unit (SF) [Air Conditioned Space]	2,500 SF	2,500 SF
Maximum Lot Coverage	20%	20%
Permitted Encroachment in Required Setbacks <sup>(5)</sup>	Allowed	Allowed

**General Notes:**

1. The minimum lot width shall be measured at the *Front Yard Building Setback*.
2. The location of the *Front Yard Building Setback* as measured from the front property line.
3. The *Maximum Height* shall be measured to the eave or top plate (*whichever is greater*) of the single-family home.
4. As measured from the rear yard property line.
5. Sunrooms, porches, stoops, bay windows, balconies, masonry clad chimney, eaves, and similar architectural features may encroach beyond the *Front Yard Building Setback* by up to ten (10) feet for a property; however, the encroachment shall not exceed five (5) feet on side yard setbacks (adjacent to a street) and shall not encroach into public right-of-way. A sunroom is an enclosed room no more than 15-feet in width that has glass on at least 50% of each of the encroaching faces.



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

- (a) **Masonry Requirement.** The minimum masonry requirement for the exterior façades of all buildings shall be 80%. For the purposes of this ordinance, the masonry requirement shall be limited to full width brick, natural stone, and cast stone. Cementitious fiberboard horizontal lap-siding (e.g. *HardiBoard* or *Hardy Plank*) and stucco (i.e. *three [3] part stucco* or a comparable -- to be determined by staff) may be used for up to 50% of the masonry requirement.
- (b) **Roof Pitch.** A minimum of an 8:12 roof pitch is required on all structures with the exception of porches, which shall have a minimum of a 4:12 roof pitch.
- (c) **Garage Orientation.** Garages shall be oriented in a *traditional swing* (or *j-swing*), side entry, or in a flat-front entry configuration (i.e. *even with the front façade of the primary structure*). Garages utilizing a *traditional swing* (or *j-swing*) are permitted to have a single garage door facing the street that is behind the width of the double car garage that is accessed from a *traditional swing* configuration. All garage doors shall be required to have upgraded finishes (e.g. *divided garage bay doors, carriage style hardware and lighting elements, cedar clad garage doors, or a similar alternative -- to be approved by staff*) [examples of acceptable garage configurations are depicted in Figure 1].

**Figure 1:** Example Garage Doors



5. **Anti-Monotony Restrictions.** The development shall adhere to the *Anti-Monotony Matrix* depicted in Table 3 below (for spacing requirements see Figures 2 & 3 below).

**Table 3 : Anti-Monotony Matrix**

Lot Type	Minimum Lot Size	Elevation Features
A	120' x 200'	(1), (2), (3)
B	130' x 400'	(1), (2), (3)

- (1) Identical brick blends or paint colors may not occur on adjacent (*side-by-side*) properties along any block face without at least five (5) intervening homes of differing materials on the same side of the street beginning with the adjacent property and six (6) intervening homes of differing materials on the opposite side of the street.
- (2) Front building elevations shall not repeat along any block face without at least five (5) intervening homes of differing appearance on the same side of the street and six (6) intervening homes of differing appearance on the opposite side of the street. The rear elevation of homes backing to open spaces or Clem Road shall not repeat without at least five (5) intervening homes of differing appearance. Homes are considered to have a differing appearance if any of the following two (2) items deviate:

- (a) Number of Stories

- (b) Permitted Encroachment Type and Layout
  - (c) Roof Type and Layout
  - (d) Articulation of the Front Façade
- (3) Permitted encroachment (*i.e. porches*) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening homes beginning with the home on the opposite side of the street.
- (4) Each phase of the subdivision will allow for a maximum of four (4) compatible roof colors, and all roof shingles shall be an architectural or dimensional shingle (*3-Tab Roofing Shingles are prohibited*).

Figure 2: Properties line up on the opposite side of the street. Where **RED** is the subject property.

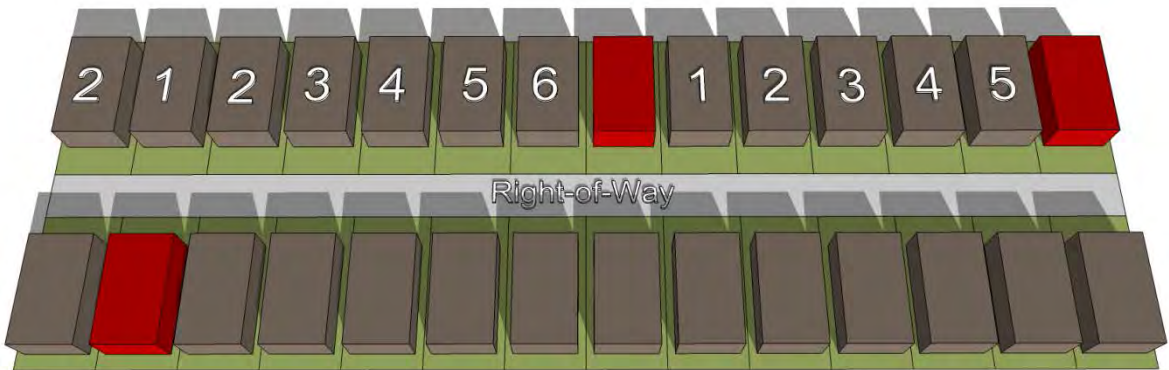


Figure 3: Properties do not line up on opposite side of the street. Where **RED** is the subject property.



6. **Fencing Standards.** All individual residential fencing and walls shall be architecturally compatible with the design, materials and colors of the primary structure on the same lot, and meet the following standards:
- (a) **Wrought Iron/Tubular Steel.** All Lots shall utilize fencing materials that shall be open in nature and not to exceed six (6) feet in height. Fences that extend beyond the front



building line of any structure shall be required to be pipe-rail or similar. No chain link or wooden fencing shall be allowed.

- (b) *Wrought Iron/Tubular Steel*. Lots located along the perimeter of the subdivision, abutting open spaces, greenbelts and parks shall be required to install a wrought iron or tubular steel fence. Wrought iron/tubular steel fences shall not exceed six (6) feet in height. All perimeter fencing of the development shall incorporate masonry columns at 45-feet off center spacing.

## 7. *Landscape and Hardscape Standards.*

- (1) *Landscape*. Landscaping shall be reviewed and approved with the PD Site Plan. All *Canopy/Shade Trees* planted within this development shall be a minimum of four (4) caliper inches in size and all *Accent/Ornamental/Under-Story Trees* shall be a minimum of four (4) feet in total height.

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

- (a) *Landscape Buffer and Sidewalks (FM-3549)*. A minimum of a 30-foot landscape buffer shall be provided along FM-3549 (*outside of and beyond any required right-of-way dedication*), and shall incorporate ground cover, a *built-up* berm and/or shrubbery or a combination thereof along the entire length of the frontage. Berms and/or shrubbery shall have a minimum height of 30-inches and a maximum height of 48-inches. In addition, three (3) canopy trees and four (4) accent trees shall be planted per 100-feet of linear frontage. The developer shall also be responsible for the construction of a five (5) foot sidewalk situated within the 30-foot landscape buffer adjacent to FM-3549.

- (b) *Landscape Buffer and Sidewalks (Clem Road)*. A minimum 20-foot landscape buffer shall be provided

- (3) *Street Trees*. Prior to issuance of a Certificate of Occupancy (CO), all residential single-family lots situated within the proposed subdivision shall be landscaped with canopy trees from the list stipulated by Section 7.1 of this ordinance in the following sizes and proportions:

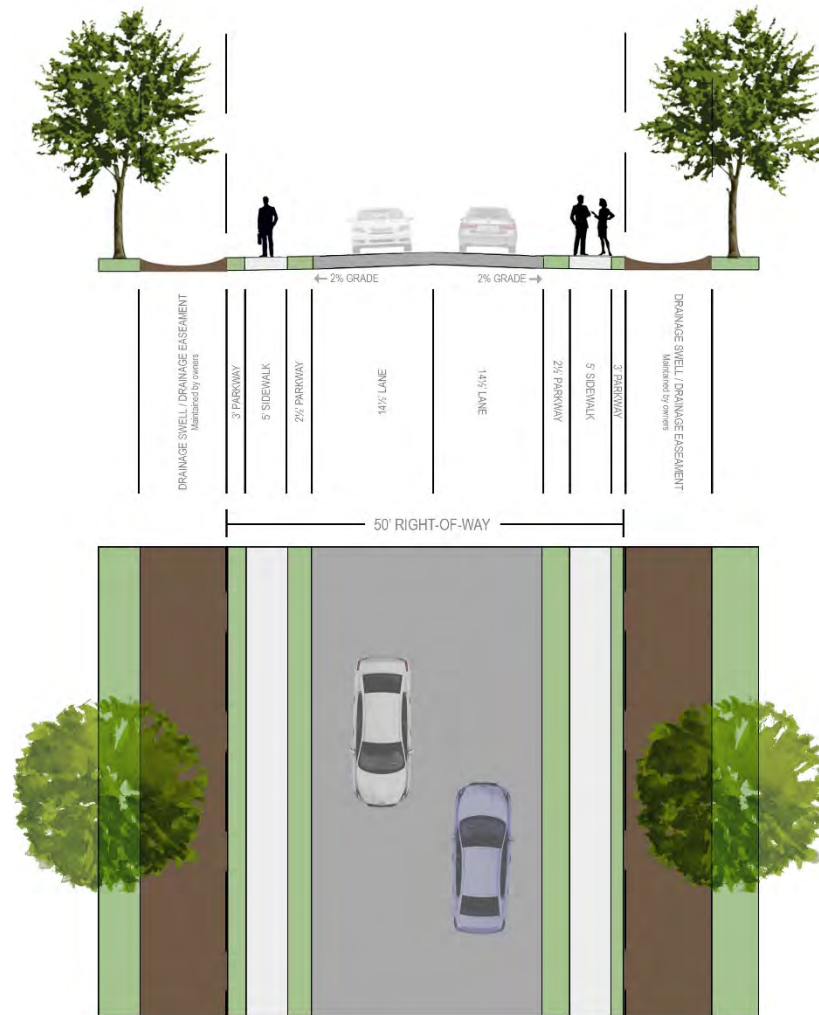
- (i) Three (3), three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of the required lots
  - (ii) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the rear yards of the required lots.
  - (iii) Two (2), three (3) inch trees measured six (6) inches above the root ball shall be planted in the side yards facing the street.

- (4) *Irrigation Requirements*. Irrigation shall be installed for all required landscaping located within common areas, landscape buffers and/or open space. Irrigation installed in these areas shall be designed by a Texas licensed irrigator or landscape architect and shall be maintained by the Homeowner's Association (HOA).

(5) *Hardscape*. Hardscape plans indicating the location of all sidewalks and trails shall be reviewed and approved with the *PD Site Plan*.

8. *Streets*. All streets (*excluding drives, fire lanes and private parking areas*) shall be built according to the City's street standards as shown below in *Figure 3*.

**Figure 3: Rural-Local Roadway Cross-section**

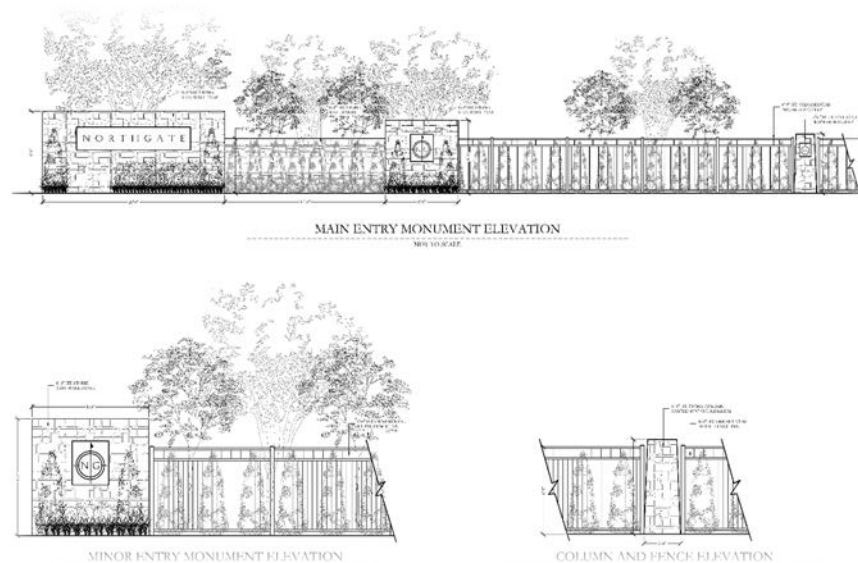


9. *Lighting*. Light poles shall not exceed 20-feet in total height (*i.e. base and lighting standard*). All fixtures shall be directed downward and be positioned to contain all light within the development area.
10. *Sidewalks*. All sidewalks adjacent to a street shall be a maximum of three (3) feet inside the right-of-way line and be five (5) feet in overall width.
11. *Buried Utilities*. New distribution power-lines required to serve the *Subject Property* shall be placed underground, whether such lines are located internally or along the perimeter of the *Subject Property*, unless otherwise authorized by the City Council. Temporary power-lines constructed across undeveloped portions of the *Subject Property* to facilitate development phasing and looping may be allowed above ground, but shall not be

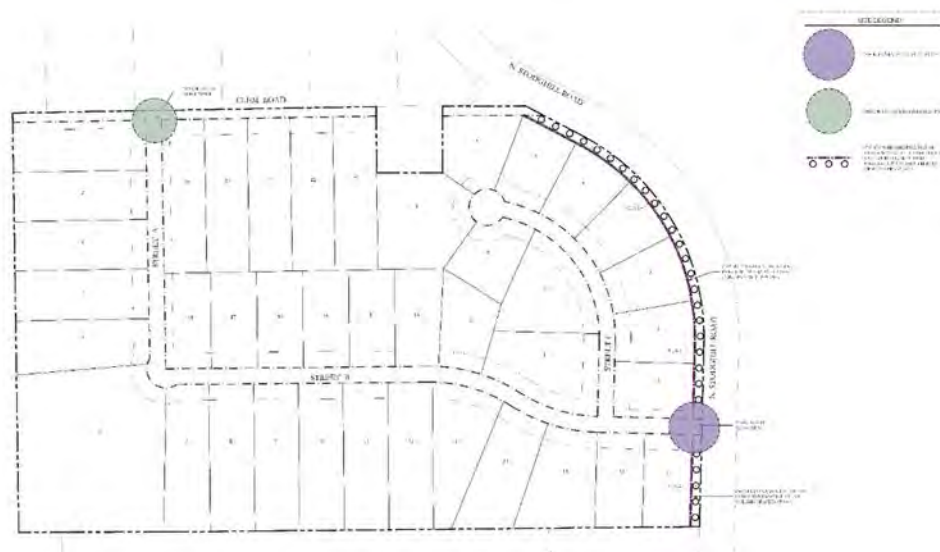
considered *existing lines* at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph. Franchise utilities shall be placed within a ten (10) foot public utility easement behind the sidewalk, between the home and the property line.

12. **Neighborhood Signage and Enhancements.** Permanent subdivision identification signage shall be permitted at all major and minor entry points for the proposed subdivision (*shown in Figure 5 below*). Final design and location of any entry features shall be reviewed and approved with the *PD Site Plan*. The developer shall provide enhanced landscaping areas within the Subject Property as generally depicted in *Figure 4*. The final design of these areas shall be provided on the *PD Site Plan*.

**Figure 4: Neighborhood Signage**



**Figure 5: Neighborhood Signage/Enhanced Landscaping Areas**



13. *Homeowner's Association (HOA)*. A Homeowner's Association shall be created to enforce the restrictions established in accordance with the requirements of *Section 38-15* of the *Subdivision Regulations* contained within the Municipal Code of Ordinances of the City of Rockwall. The HOA shall also maintain all private neighborhood parks, trails, open space and common areas (*including drainage facilities*), irrigation, landscaping, screening fences and neighborhood signage associated with this development.
14. *On-Site Sewage Facilities. Septic Systems* are permitted on all lots within this subdivision pending conformance to the following standards:
- (a) All *Septic Systems* shall be designed by a licensed *On-Site Sewage Facility (OSSF)* professional (e.g. *licensed engineer, sanitarian, and etcetera*).
  - (b) A stamped and signed copy of the *Septic System* plans indicating the full limits of the septic field shall be submitted to the city at the time of building permit on a *lot-by-lot* basis.
  - (c) All *Septic Systems* shall be inspected and approved by the City's chosen inspector.
15. *Variances*. The variance procedures and standards for approval that are set forth in the Unified Development Code shall apply to any application for variances to this ordinance.

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CITY OF ROCKWALL

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING *ORDINANCE NO. 14-51 & 17-22* OF PLANNED DEVELOPMENT DISTRICT 32 (PD-32) AND THE UNIFIED DEVELOPMENT CODE [*ORDINANCE NO. 04-38*] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, SO AS TO APPROVE A PD DEVELOPMENT PLAN FOR RETAIL/RESTAURANT PAD SITES ON A 2.893-ACRE PARCEL OF LAND IDENTIFIED AS LOT 1, BLOCK B, HARBOR DISTRICT ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY *EXHIBIT 'A'*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Jimmy Strohmeyer of Strohmeyer Architects, Inc. on behalf of D. W. Bobst of J-BR2, LLC for an amendment to *Ordinance No. 14-51* of Planned Development District 32 (PD-32) [*Ordinance No. 14-51*] and the Unified Development Code [*Ordinance No. 04-38*] for the purpose of establishing a PD Development Plan for retail/restaurant pad sites within the *Hillside Subdistrict*, on a 2.893-acre parcel of land identified as Lot 1, Block B, Harbor District Addition, City of Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 32 (PD-32) [*Ordinance No.'s 14-51 & 17-22*] and 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. 14-51*;

**SECTION 2.** That Planned Development District 32 (PD-32) [*Ordinance No. 17-22*] and the Unified Development Code [*Ordinance No. 04-38*], as heretofore amended, shall be further amended by adopting this PD Development Plan and amending the official zoning map of the City of Rockwall for the *Subject Property*; and,

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

**SECTION 4.** That the *Subject Property* shall be used only in the manner and for the purposes provided for in Planned Development District 32 (PD-32) [*Ordinance No. 17-22*], the Unified Development Code [*Ordinance No. 04-38*], and in compliance with the following conditions and requirements:

- 1) Development of this property shall generally conform to the *Concept Plan* depicted in *Exhibit 'B'* of this ordinance;
- 2) All buildings shall be developed with consideration to the pedestrian access easements/pedestrian ways perpendicular to Harbor Heights Drive, and a seat wall shall be incorporated into the area identified as *Park* in the *Concept Plan* depicted in *Exhibit 'B'*. The pedestrian access easements/pedestrian ways shall be consistent with the design guidelines contained in *Resolution No. 10-40*;
- 3) All pedestrian access easements/pedestrian ways shall be required to be dedicated as easements at the time the property is replatted;
- 4) All building materials and color schemes proposed for this development should conform to the requirements stipulated by Planned Development District 32 (PD-32) [*as amended*];
- 5) Prior to the issuance of a building permit the applicant shall submit and seek approval for a detailed *PD Site Plan* that demonstrates compliance with all applicable standards of Planned Development District 32 (PD-32) [*as amended*] and with the requirements approved in this ordinance;
- 6) All buildings throughout the development shall be constructed with a consistent design scheme, incorporate four (4) sided architecture that creates a dual entry appearance, and be approved by the Architectural Review Board (ARB) at the time of the *PD Site Plan*;
- 7) Prior to the issuance of a building permit the applicant shall submit and seek approval for a replat that indicates all necessary easements; and,
- 8) The proposed uses for this development shall be required to demonstrate that they have access to a sufficient number of parking spaces within the development itself to support the use.

**SECTION 5.** That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

**SECTION 6.** That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

**SECTION 7.** The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is



different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development Code*), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

**SECTION 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 1<sup>ST</sup> DAY OF JULY, 2019.**

---

Jim Pruitt, Mayor

**ATTEST:**

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Kristy Cole, City Secretary

**APPROVED AS TO FORM:**

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Frank J. Garza, City Attorney

1<sup>st</sup> Reading: June 17, 2019

2<sup>nd</sup> Reading: July 1, 2019







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CITY OF ROCKWALL

ORDINANCE NO. 19-\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE CODE OF ORDINANCES IN CHAPTER 18. FIRE PREVENTION AND PROTECTION, ARTICLE III. FIRE MARSHAL, SECTIONS 18-66 AND 18-67 OF, AUTHORIZING THE FIRE CHIEF TO APPOINT THE FIRE MARSHALL FOR THE CITY; PROVIDING FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

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

**WHEREAS**, based on review and current needs of the City, the City Council finds that the position of Fire Marshall shall be hired by the Fire Chief and report to the Fire Chief;

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

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

**SECTION 2. AMENDMENT.** Chapter 18, Article III, Sections 18-66 and 18-67 are hereby amended and should read as follows:

**ARTICLE III. - FIRE MARSHAL**

**Sec. 18-66. - Appointment; removal.**

The fire marshal shall be appointed by the fire chief ~~City Manager~~ of the city. The fire marshal shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority ~~City Manager~~.

**Sec. 18-67. - Duties and functions.**

The function of the fire marshal and fire prevention department shall be the implementation, administration and enforcement of the provisions of the fire code. The fire marshal shall carry out those duties as contained in the fire code, as adopted by section 18-32 including, but not limited to, and as directed by the fire chief. ~~City Manager or designee~~:

**SECTION 3.** The remainder of Chapter 18, Article III "FIRE MARSHALL" composed of Sections 18-65 to 18-96 shall remain unchanged.

**SECTION 4. REPEALING ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

**SECTION 6. SAVINGS CLAUSE.** All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed. The balance of such ordinance is hereby saved from repeal.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall become effective upon its second reading, and it is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS THIS 15<sup>th</sup> DAY OF JULY, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Frank Garza, City Attorney**

**1<sup>st</sup> Reading: 07/01/2019**

**2<sup>nd</sup> Reading: 07/15/2019**

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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

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

**DATE:** July 1, 2019

**SUBJECT:** Professional Engineering Services Contract  
East Fork Sanitary Sewer Aerial Crossing Repair Project

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Northwest of the intersection of East Fork Drive and N. Goliad Street, there is an existing sanitary sewer aerial crossing that is constructed of a ten-inch (10") clay tile pipe that is failing and in need of repair. Recently, the Public Works Department temporarily repaired the pipe until it can be replaced.

Staff has requested Birkhoff, Hendricks and Carter, L.L.P. prepare a proposal for the engineering design services necessary to replace the existing aerial crossing with a new ten-inch (10") aerial crossing constructed with a sixteen-inch (16") steel encasement pipe. The engineering design fee for the replacement of the East Fork sanitary sewer aerial crossing is \$52,100.00. Staff requests City Council consider approving the professional engineering services contract for Birkhoff, Hendricks and Carter, L.L.P. to perform the engineering design services for the East Fork Sanitary Sewer Aerial Crossing Repair Project in an amount not to exceed \$52,100.00, to be paid for out of 2018-2019 Water and Sanitary Sewer Budget, 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  
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 East Fork Drive Sanitary Sewer Aerial Crossing Replacement 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 Fifty-Two Thousand One-Hundred dollars (\$52,100.00) 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 reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases,

computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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



## **7. INDEMNIFICATION**

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

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

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

#### **CITY**

**Amy Williams, P.E.**  
**Director of Public Works/City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

#### **ENGINEER**

**Derek B. Chaney, P.E., R.P.L.S.**  
**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 thirty (30) days notice in writing to each other. If the Contract is terminated by CITY and/or Engineer as provided herein, Engineer will be paid for the Work provided and expenses incurred up to the termination date, if such final compensation is approved by CITY, in its sole discretion. If this Contract is terminated due to the fault of Engineer, Paragraph 10 hereof, relative to Termination for Cause, shall apply.

11. Changes

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

Any alterations, additions or deletions to the terms of this Contract, including the scope of work, shall be by amendment **in writing** executed by both CITY and 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 24<sup>th</sup> day of June 2019.

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

By:   
Name: Derek B. Chaney, P.E., R.P.L.S.  
Title: Partner

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

City of Rockwall, Texas

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

# ATTACHMENT “A”

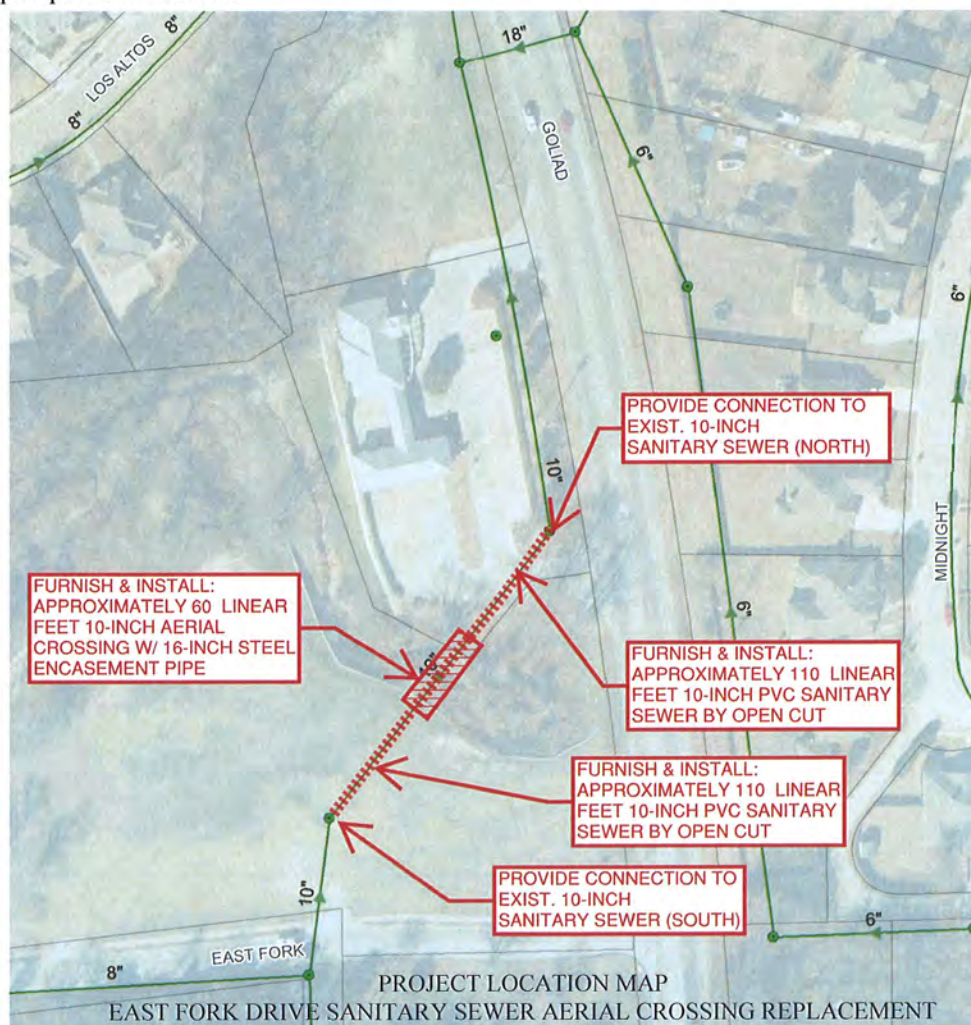
## Scope of Services

### East Fork Drive Sanitary Sewer Aerial Crossing Replacement

#### Project Description:

The City of Rockwall (City) desires to engage the services of Birkhoff, Hendricks and Carter (Consultant) to provide engineering design services for the replacement of an existing 10-inch sanitary aerial crossing a drainage tributary of Squabble Creek. The project is located northwest of the East Fork Drive and Goliad Street intersection. The City Staff reports that the existing aerial crossing has recently failed and been temporarily repaired. The project includes design of a new 10-inch aerial crossing in 16-inch steel encasement pipe, along with replacement of the upstream and downstream section of 10-inch sanitary sewer. The total replacement length is the range of 280 linear feet.

The Consultant will provide construction plans, project specifications and bidding documents as required for the project to support the City of Rockwall during the design phase. It is our understanding that the City intends to enter into a separate agreement for the bidding and construction phases at a later date. A project location map is provided below.





## **BASIC SERVICES**

### **1. Preliminary Design Phase**

#### **1.1. Project Management**

- 1.1.1. Conduct project kickoff meeting with Consultant Project Manager and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will summarize work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a Project schedule update. PSU will be attached to the monthly invoice.
- 1.1.3. Prepare and submit project schedule to City staff.

#### **1.2. Preliminary Design**

- 1.2.1. Submit request and review record documents, and other pertinent information related to proposed project provided by the City.
- 1.2.2. Conduct one project site visit to observe existing conditions and estimate length of aerial crossing.
- 1.2.3. Based on estimated span length of aerial crossing, determine preliminary pier spacing, if needed.
- 1.2.4. Review City master plans, design standards, specifications, construction details, that may impact the design. Review of documents will include, but not limited to, the following:
  - (a) City of Rockwall Master Thoroughfare Plan
  - (b) City of Rockwall Water/Wastewater Master Plan
  - (c) City of Rockwall Standards of Design and Construction
  - (d) City of Rockwall Trail Master Plan
- 1.2.5. Develop base map showing existing Right-of-Way (ROW), property lines, known easements, and known utilities in the vicinity of the proposed improvements.
- 1.2.6. Delineate the service area basin for the sanitary sewer and calculate average and peak wastewater design flows.
- 1.2.7. Conduct capacity analysis to confirm adequacy of existing aerial crossing pipe size and slope.
- 1.2.8. Establish preliminary alignment for proposed aerial crossing. Evaluate option to replace the aerial crossing in the same alignment (which will require bypass pumping) versus replacement parallel to existing alignment (which may require additional easement rights).
- 1.2.9. If needed, develop temporary sewage bypassing plan based on calculated design flows.
- 1.2.10. Assess options for mitigating replacement of existing concrete retaining wall located outside of south bank of tributary.

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

#### **2.1. Project Management**

- 2.1.1. Conduct progress meetings at 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 and send PSU to City's Project Manager on monthly basis. PSU will summarize work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a project schedule update. Invoice will be sent at end of the month with PSU.
- 2.1.3. Conduct up to one project site visit.



## 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:

- (a) 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
- (b) Engineer's Opinion of Probable Construction Cost
  - i. Two (2) Copies and electronic PDF copy
- (c) 90% only – Project Specifications and Bidding Documents
  - i. Two (2) Copies and electronic PDF copy

## 2.3 Construction Plans

- (a) 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.
- (b) Plan sheets will include additional documentation, notation, and clarification required by the City's Project Manager.
- (c) Each stage of the construction plan review process will address City comments from previous submittals.
- (d) Below is a table of the required construction plan sheets and at which submittals they are required.

Plan Sheets	60%	90%
Cover Sheet w/ Location Map and Sheet Index	X	X
Legend Sheet	X	X
General Notes Sheet	X	X
Horizontal/Vertical Control Sheet (1"=40' scale)	X	X
Erosion Control Plan (1"=40' scale)		X
Aerial Crossing Plan/Detail (1"=10' scale)	X	X
Sanitary Sewer Plan/Profile (1"=20'H, 1"=5'V scale)	X	X
Construction Details		X

- (e) Establish the horizontal and vertical location of existing public and franchise utilities based upon information provided by the City, and field survey information. (60%)
- (f) Prepare plan and section views of proposed aerial crossing and design location of piers, if necessary (60%)
- (g) Prepare proposed sanitary sewer plan and profile. (60%)
- (h) Determine and shown replacement limits of concrete retaining wall. (90%)
- (i) Design required sanitary sewer service connections (90%)
- (j) Identify disturbed areas to be revegetated or repaved (90%)
- (k) Prepare sanitary sewer details as required to clarify intent of design.(90%)
- (l) Select applicable City Standard details and modify standard details as needed. (90%)
- (m) Prepare erosion control plan. (90%)

- 2.4 Franchise Utility Coordination
- (a) Obtain list of franchise utility contacts from the City. (60%)
  - (b) Provide electronic PDF set of preliminary construction plans adequate for franchise utility relocation via email to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type and location of their utilities. (60%)
  - (c) Notify the City if any relocations are required. (90%)
  - (d) Conduct coordination with the franchise utilities if any relocations are required. (90%)
- 2.5 Specifications and Bidding Documents (90%)
- 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.
- 2.5.1 Contract documents will include the following:
- (a) City of Rockwall standard construction contract forms
  - (b) Notice to bidders
  - (c) Special instructions to bidders
  - (d) Bid Schedule (Bid-Tab) – Electronic for Bidding
  - (e) Standard construction contract
  - (f) Performance bond
  - (g) Payment bond
  - (h) Maintenance bond
  - (i) Certificate of insurance
  - (j) General conditions
  - (k) Special conditions
  - (l) Technical specifications
- 2.6 Engineer's Opinion of Construction Cost (60% and 90%)
- Generate tabulation of proposed quantities of work and formulate an engineer's opinion of probable construction cost based on historic bidding data of similar projects.

NOTE: As directed by the City, the Bidding and Construction Phase Scope of Work has been excluded from this agreement. Pending availability of funds, we understand it is the City's intention to authorize the Bidding and Construction Phase Scope of Work in the 2019/2020 Fiscal Year via a separate agreement.



## **ADDITIONAL SERVICES**

For 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 as-needed basis and invoiced based on effort and expenses incurred.

### **3 Design Surveys**

- 3.1 Consultant will prepare and send a “Request for Right of Entry for Surveying” and “Start of Engineering Design Notice” documents to property owners immediately adjacent to the proposed project route via regular U.S. Postal Service. Templates for documents and mailing address for property owners will be provided by the City
- 3.2 Complete Property Research using Rockwall County and Appraisal District records
  - 3.2.1 Obtain plat information from County records or as provided by the City
  - 3.2.2 Gather existing ROW (Right of Way) and easement information from Rockwall County and Appraisal District records, and other records provided by the City.
- 3.3 Consultant will submit request to Texas 811 for location of franchise utilities.
- 3.4 Topographic and Design Survey
  - 3.4.1 The limits of the survey include a swath of approximately 40-feet generally paralleling the City’s existing 10-inch sanitary sewer, beginning at the manhole near the south right-of-way of East Fork Drive and extending to the existing manhole adjacent to the American National Bank of Texas property near the west right-of-way of Goliad Street.
  - 3.4.2 Establish horizontal control points temporary vertical control benchmarks in the vicinity of the proposed improvements.
  - 3.4.3 Perform field survey to identify and locate existing topographic elements along the proposed sanitary sewer route. Topographic elements shall be tied down horizontally and vertically. The field survey shall include, but is not limited to the following:
    - (a) Property boundary corner monumentation (that can be located)
    - (b) Existing pavement, driveways, curbs, sidewalks, barrier free ramps, and signs.
    - (c) Existing storm sewer inlets, culverts, manholes, junction boxes and headwalls (including culvert sizes and flow line elevations)
    - (d) Top of bank, toe of bank and flow line of drainage channels/tributary.
    - (e) Utility manholes (including flow line measure-down), vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, utility poles, utility markers, and franchise utilities and markings
    - (f) Trees, including species and caliper (2-inch caliper and larger)
    - (g) Landscape features, including planters, shrubs, rocks and borders
    - (h) Buildings and permanent structures
    - (i) Retaining walls, fences and screening walls (including material type)
  - 3.4.4 Perform up to one site visit for the purposes of reviewing the provided survey in the field and determining the need for any additional surveys.

#### **4 Easement Document Preparation**

- 4.1 Prepare easement documents (metes and bounds description and graphic exhibits) for proposed utility or temporary construction easements as required by the project. Preparation of up to two (2) easement documents are included in the budget.
- 4.2 Individual parcel easement documents shall be prepared on 8.5-inch x 11-inch paper size, and both an electronic PDF copy and two (2) set of originals sealed, dated, and signed by a Registered Professional Land Surveyor shall be provided to the City.
  - 4.2.1 Graphic exhibits shall contain the following:
    - (a) Parcel number
    - (b) Area required
    - (c) Area remaining
    - (d) Legal description
    - (e) Current owner
    - (f) Any existing platted easements or easements filed by separate instrument that can be found, including easements provided by utility companies
    - (g) All physical features that can be found
  - 4.2.2 Metes and bounds descriptions of the easement parcel will be prepared and provided on a separate sheet from the graphic exhibit, and each type of easement shall be described separately.
- 4.3 The Consultant shall provide easement documents to the City and/or their assigned Land Rights Acquisition Agent.

#### **5 Geotechnical Evaluation**

- 5.1 If required to support the design of aerial crossing piers, one soil boring will be collected from the project site and analyzed to determine the depth of shale or rock.

#### **6 Subsurface Utility Exploration (SUE)**

- 6.1 As required, underground utilities will be field located to confirm their location in reference to the proposed improvements.

# ATTACHMENT “B”

## Payment Schedule

Compensation for Basic Services in Tasks 1-2 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>BASIC SERVICES</u></b>	
1.	Preliminary Design Phase	\$ 7,300.00
2.	Final Design Phase	\$ 23,800.00
	<b>Basic Services Subtotal:</b>	<b>\$ 31,100.00</b>
Compensation for special services under Tasks 3-6 shall be on an hourly basis of salary cost times a multiplier of 2.45 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>ADDITIONAL SERVICES</u></b>	
3.	Design Surveys	\$ 8,600.00
4.	Easement Document Preparation (2 included)	\$ 5,400.00
5.	Geotechnical Evaluation	\$ 4,000.00
6.	Subsurface Utility Exploration (SUE)	\$ 3,000.00
	<b>Additional Services Subtotal*</b>	<b>\$ 21,000.00</b>
	<b>Project Total*</b>	<b>\$ 52,100.00</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 .....	July 1, 2019
Complete Field Surveys .....	July 12, 2019
Submit 60% Plans to City for Review .....	August 16, 2019
Receive 60% Review Comments from City .....	August 23, 2019
Submit 90% Plans to City for Review .....	September 13, 2019
Receive 90% Review Comments from City .....	September 20, 2019
Complete 100% (Final) Plans & Specifications .....	September 27, 2019
Bidding, Advertisement & Construction (Not This Contract).....	October – December 2019

## **ATTACHMENT “D”**

### **Sub-Consultants**

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

Geotechnical Evaluation:            Henley-Johnson and Associates, Inc.  
James F. Phipps, P.E. | Vice President  
235 Morgan Avenue Dallas, Texas 75203  
Office: 214-941-3808 | Cell: 214-536-0212  
jphipps@hja-eng.com | www.hja-eng.com

Subsurface Utility Exploration:    Axis Construction, Inc.  
Joe Swinnea, Owner  
P.O. Box 77916  
Fort Worth, Texas 76177  
Phone (817) 439-0709



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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Amy Williams, Director of Public Works/City Engineer

**DATE:** July 1, 2019

**SUBJECT:** St. Mary's Street, Bost Street, and Sherman Street Water and Wastewater Replacement Project

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The existing water and sanitary sewer pipes in St. Mary's Street, Bost Street, and Sherman Street were installed prior to 1970 and are in need of replacement. The existing water lines in these streets consist of one-inch (1") poly lines and two-inch (2") cast iron lines that do not have any fire hydrants installed on them. The proposed replacement water lines will be constructed using a minimum of eight-inch (8") PVC pipe and have fire hydrants installed every four hundred feet (400') and at each street intersection. This proposed design will meet the current engineering standards. The eight-inch (8") water line with fire hydrants will improve water circulation, assist with the water quality, and provide better fire protection. The proposed eight-inch (8") sanitary sewer lines will be replacing existing four-inch (4") cast iron pipes. St. Mary's Street and Bost Street are asphalt roadways in need of repair. As a result, staff would suggest the water and sewer lines to be replaced in conjunction with the repair of these roadways. In addition, staff is requesting approval to design the water and sanitary sewer line replacements for these streets ahead of next year's street rehabilitation projects.

Staff has requested a proposal from BW2 Engineers, Inc. to provide the engineering design for this project. The engineering design fee for the St. Mary's Street, Bost Street, and Sherman Street Water and Wastewater Replacement Project is \$76,000.00. Staff requests City Council consider approving the contract for professional engineering services to allow BW2 Engineers, Inc. to perform the engineering design services for the St. Mary's Street, Bost Street, and Sherman Street Water and Wastewater Replacement Project in an amount not to exceed \$76,000.00, which will be paid for out of 2018-2019 Water and Sanitary Sewer Budget, 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  
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 BW2 Engineers, Inc., ("ENGINEER"), located at 1919 S. Shiloh Road, Garland, 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 St. Mary Street, Bost Street, and Sherman Street Water and Wastewater Rehabilitation 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 detailed in Attachment "A".

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

2. **Compensation & Term of Agreement**

Cost for such services will be an amount not to exceed seventy-six thousand dollars and zero cents (\$76,000.00) and billed per the breakdown as provided in Attachment "B". Engineer is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the schedule described in Attachment "B". 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 reuser's sole risk and without liability or legal exposure to the Engineer, and CITY to the extent allowed by law, shall hold harmless the Engineer from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the Engineer's consent. The granting of such consent will entitle the Engineer to further

compensation at rates to be agreed upon by CITY and the Engineer. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the services.

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. INDEMNIFICATION

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS**



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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**  
**Director of Public Works/City Engineer**  
City of Rockwall  
385 S. Goliad Street  
Rockwall, Texas 75087

**ENGINEER**

**Mike Burge, P.E.**  
**Vice-President**  
BW2 Engineers, Inc.  
1919 S. Shiloh Road  
Suite 500, LB 27  
Garland, Texas 75042

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

9. Successors and Assigns

CITY and Engineer each binds itself and its successors, executors, administrators and assigns

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

10. Termination for Convenience of the Parties

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

11. Changes

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

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

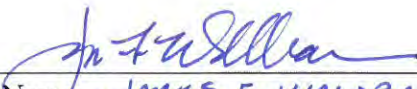
If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by the other Party and/or (b) any intentional and/or negligent act or omission by the other Party arising out of this Contract, the non-breaching or non-negligent 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 24<sup>TH</sup> day of JUNE 2019.

BW2 Engineers, Inc.

By:   
Name: JAMES F. WALDBAUER  
Title: PRESIDENT

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

ATTEST:

City of Rockwall, Texas

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

## **ATTACHMENT “A”**

### **Scope of Services**

See Separate Document

ATTACHMENT "A"  
ST. MARY STREET, BOST STREET, AND SHERMAN STREET  
WATER AND WASTEWATER REHABILITATION  
for  
City of Rockwall

SCOPE OF SERVICES

Project Understanding

The City of Rockwall (City) wishes to rehabilitate the water system and wastewater system by replacing the water lines and sanitary sewer lines in St. Mary Street (S. Fannin Street to S. Clark Street), Bost Street (Storrs Street to E. Boydston Avenue), and Sherman Street (Storrs Street to St. Mary Street). These segments of the water and wastewater system have the following approximate lengths: St. Mary Street (1,200'), Bost Street (950'), and Sherman Street (350'). These water lines and sanitary sewer lines are located in the older part of the City, just southeast of downtown Rockwall.

Design will include sanitary sewer and water line improvements. Existing sanitary sewer lines and water lines in these roadway corridors have been determined to require replacement. Therefore, these existing lines will be replaced and upgraded in size. The new sanitary sewer lines and new water lines will be placed within the existing street right-of-ways. BW2 Engineers, Inc. will provide plans, specifications, estimates, and permits for the project.

**BASIC SERVICES**

**1. Schematic Conceptual Design (30%)**

1.1. Project Management

- 1.1.1. Conduct project kickoff meeting with entire project team and City Staff.
- 1.1.2. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- 1.1.3. Develop design criteria and design decisions tables.

1.2. Project stakeholder coordination

- Develop project stakeholder contact list including, but not limited, to franchise utilities, City's water and sewer department, traffic department, and other governmental entity stakeholders.
- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to two (2) meetings with the City staff regarding project status and coordination issues. The first meeting will be the project kick-off meeting, and the second meeting will be the conceptual design presentation and review.

1.3. Schematic Roll Plot and Graphics (30%)

The following services will be provided as part of the Conceptual Design Phase (30%):

- Review and research previously prepared construction plans record documents, and other pertinent information related to proposed project.
- Review City master plans, design standards, specifications, construction details, and other pertinent information that may impact the design. Review of documents will include but not limited to:



- City of Rockwall Master Thoroughfare Plan
- City of Rockwall Water/Wastewater Master Plan
- City of Rockwall Standards of Design and Construction
- City of Rockwall Trail Master Plan
- Develop complete and accurate base map showing all existing Right-of-Way (ROW), easements, and utilities.
- Develop and evaluate the alignments for proposed water lines and wastewater lines.
- Prepare 30% schematic plan and profile roll plots, produced at 1"=40' horizontal scale and 1"=5' vertical scale showing horizontal alignment of proposed water lines and sewer lines.
- Meet with City staff and present concept plan and profile roll plots.
- Incorporate comments and feedback from City staff and other stakeholders.

## 2. Construction Documents

### 2.1. Project Management

- Conduct progress meetings at each stage of the construction documents phase to monitor the development of the project regarding project status and coordination issues and go over City review comments of the plans.
- Coordinate with other utilities, (electric power, cable TV, phone, gas, optic fiber, etc.)
- Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- Update project schedule and interim milestones (coordinate with City staff as necessary)
- Project site visits (up to three (3) trips)

### 2.2. Construction Plans, Specifications and Estimates (60%, 100%)

#### 2.2.1. Submittals

BW2 Engineers, Inc. will submit 60% and 100% submittals for the City for review and comment. The following will be required for each submittal:

- Construction Plans
  - Two (2) Full Size copies – 22"x34"
  - Two (2) Half Size copies – 11"x17"
  - One (1) PDF copy
  - One (1) PDF copy– Scanned City comments previous submittal
- Engineers Opinion of Construction Cost
- Construction Contract Template/Specification Book

#### 2.2.2. Construction Plans

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. Plan sheets will also include any other additional documentation, notation, and clarification required by the City's Project Manager to prove design and constructability of the project. Each stage of the construction plan review process will incorporate any changes associated with City comments on previous submittals.

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

<b>Plan Sheets</b>	<b>60%</b>	<b>100%</b>
Cover Sheet	X	X
Legend Sheet	X	X
General Notes Sheet	X	X
Existing Condition Plan (1"=20' scale)	X	X
Horizontal/Vertical Control Sheet (1"=40' scale)	X	X
Erosion Control Plan (1"=40' scale)	X	X
Demolition/Removals Plan (1"=20' scale)	X	X
Drainage Ditch Plan/Profile	X	X
Water Lines Plan/Profile (1"=20'H, 1'=5'V scale)	X	X
Sanitary Sewer Plan/Profile (1"=20'H, 1'=5'V scale)	X	X
Construction Sequencing Phasing Narrative	X	X
Traffic Control Plan (1"=40' scale)	X	X
Details	X	X

Each subsection below details out the services to be performed for each section of the construction plan set.

#### 2.2.2.1. Utilities

##### 2.2.2.1.1. Public (Water, Wastewater, Drainage Ditch, etc.)

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

##### 2.2.2.1.2. Franchise Utility Coordination

- Identify franchise utility contacts.
- Send one set of plans to each franchise utility for their review (will be submitted at each phase). Request each franchise utility to mark up the plans to show the size, type and location of their utilities.
- Notify the City if any relocations are required.
- BW2 Engineers, Inc. shall assist the City in the coordination with the franchise utilities if any relocations are required.
- Attend City ran Franchise Utility Coordination Meetings (typically 2-4 meetings per year are held). BW2 Engineers, Inc. will give background on particular project and coordinate with franchise utility companies on foreseen conflicts and pass out current plan set.

##### 2.2.2.1.3. Water

- Prepare all water plan and profiles.
- Check coverage of Fire Hydrants to meet City Standards.
- Prepare water details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

##### 2.2.2.1.4. Wastewater

- Prepare all wastewater plans and profiles.
- Prepare wastewater details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

#### 2.2.2.2. Traffic Control Plans, Construction Sequencing/Phasing

- Develop construction sequence plan showing:
  - Construction area for each phase of construction and closure of existing travel lanes (if needed).



- Temporary signing and striping, barricades, and other channelization device
- Narrative of the sequence of work.
- Public utilities relocation phasing.
- Pedestrian routing during construction.
- Prepare traffic control details to clarify intent of design.

#### 2.2.3. Specifications/Construction Contracts

Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare bid tabulation sheets of applicable items for Contractor to fill/present bid prices.

- Contact documents, including the following:
  - City of Rockwall standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid tabulation
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond
  - Certificate of insurance
  - General conditions
  - Special conditions
  - Technical specifications
  - Permits

#### 2.2.4. Estimates

Compile an overall opinion of probable construction cost based on current market values. Cost shall be broken out into separate schedules for each section of the job.

#### 2.3. Agency Permitting/Coordination

Assist the City with Permitting and Coordination as required.

### **SPECIAL SERVICES**

#### **3. Data Collection & Property Research / Topographic and Design Survey**

##### 3.1. Data Collection and Property Research

- 3.1.1. Gather existing plat information
- 3.1.2. Collect property owner and record information
- 3.1.3. Gather existing ROW and easement information; identify all easements through typical research methodologies (i.e. plats, court house filings, etc.).

##### 3.2. Topographic and Design Survey

- 3.2.1. The limits of the survey shall include St. Mary Street (S. Fannin Street to S. Clark Street), Bost Street (Storrs Street to E. Boydston Ave.), and Sherman Street (Storrs Street to St. Mary Street). The survey shall be from 20' outside the street ROW lines. Survey will include intersecting roadways extending 100 feet along each leg of the minor intersections.
- 3.2.2. Establish horizontal control points at 500' maximum spacing.
- 3.2.3. Establish a vertical control benchmark circuit as needed throughout the project. Use existing City established monument information for the City and tie survey into.

- 3.2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits.
- 3.2.5. Perform a field survey to identify and locate existing topographic elements within the roadway corridors. All identified topographic elements shall be tied down horizontally and vertically. The field survey shall include the following and other items, as applicable to the project:
  - Property corner monumentation
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes Headwalls (including culvert sizes and invert elevations)
  - Outfalls, bridges and erosion control
  - Existing driveway culverts and swales (flowlines, sizes, types, etc.)
  - Guardrail
  - Utility manholes, vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
  - Traffic Signal poles, cabinets, pull boxes and other signal equipment
  - Signs (excluding temporary signs)
  - Trees, including species and caliper (all sizes)
  - Landscape planters, Shrubs, rocks and other features.
  - Buildings and permanent structures
  - Retaining walls
  - Fencing walls
  - Fence limits and material types (excluding temporary fences)
  - Mailboxes (types – wood, brick, stone)
  - Other applicable physical features that could impact design
- 3.2.6. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- 3.2.7. BW2 Engineers, Inc. will perform site visits for the purposes of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.

#### **4. Subsurface Utility Engineering (S.U.E.) Services**

- 4.1. Provide S.U.E. Services for the purpose of locating horizontal and vertical locations of underground City and franchise utilities, in conjunction with and /or prior to the field survey.
  - S.U.E. Level 'B' Services will be provided as part of the topographic survey to determine approximate horizontal location of utilities.
  - If necessary, S.U.E. Level 'A' Services will be provided as follows:
    - Up to two (2) test holes of 0-15 ft depth will be provided
    - Test holes in addition to those listed above will be provided at the rate per test hole agreed to by the City of Rockwall.
- 4.2. BW2 Engineers, Inc. shall arrange and make provisions for access to perform the services specified within this scope. The surveyor shall provide the City with the name and address of the property owners.
- 4.3. It is not anticipated that any additional ROW or easements will be needed for this project.

**5. Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City of Rockwall.

-End of Scope of Services-



## ATTACHMENT "B"

### Payment Schedule

BW2 Engineers has prepared a preliminary Opinion of Probable Construction Cost for this project. The OPCC is \$1,036,440.00. Compensation for Basic Services in Tasks 1-2 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>BASIC SERVICES</u></b>	
1.	Schematic Conceptual Design (30%)	\$17,850.00
2.	Construction Documents	
2.1	60% Design	\$17,850.00
2.2	100% Design	\$23,800.00
	<b>Basic Services Subtotal:</b>	<b>\$59,500.00</b>
	Compensation for special services under Tasks 3-6 shall be a labor fee plus expense (reimbursable) basis with the max fee shown below.	
	<b><u>SPECIAL SERVICES</u></b>	
3.	Data Collection & Property Research / Topographic and Design Survey	\$12,500.00
4.	Subsurface Utility Engineering (S.U.E.) Services	
4.1	Quality Level 'A' S.U.E. Servises	\$4,000.00
	<b>Special Services Subtotal*</b>	<b>\$ 16,500.00</b>
	<b>Project Total*</b>	<b>\$ 76,000.00</b>

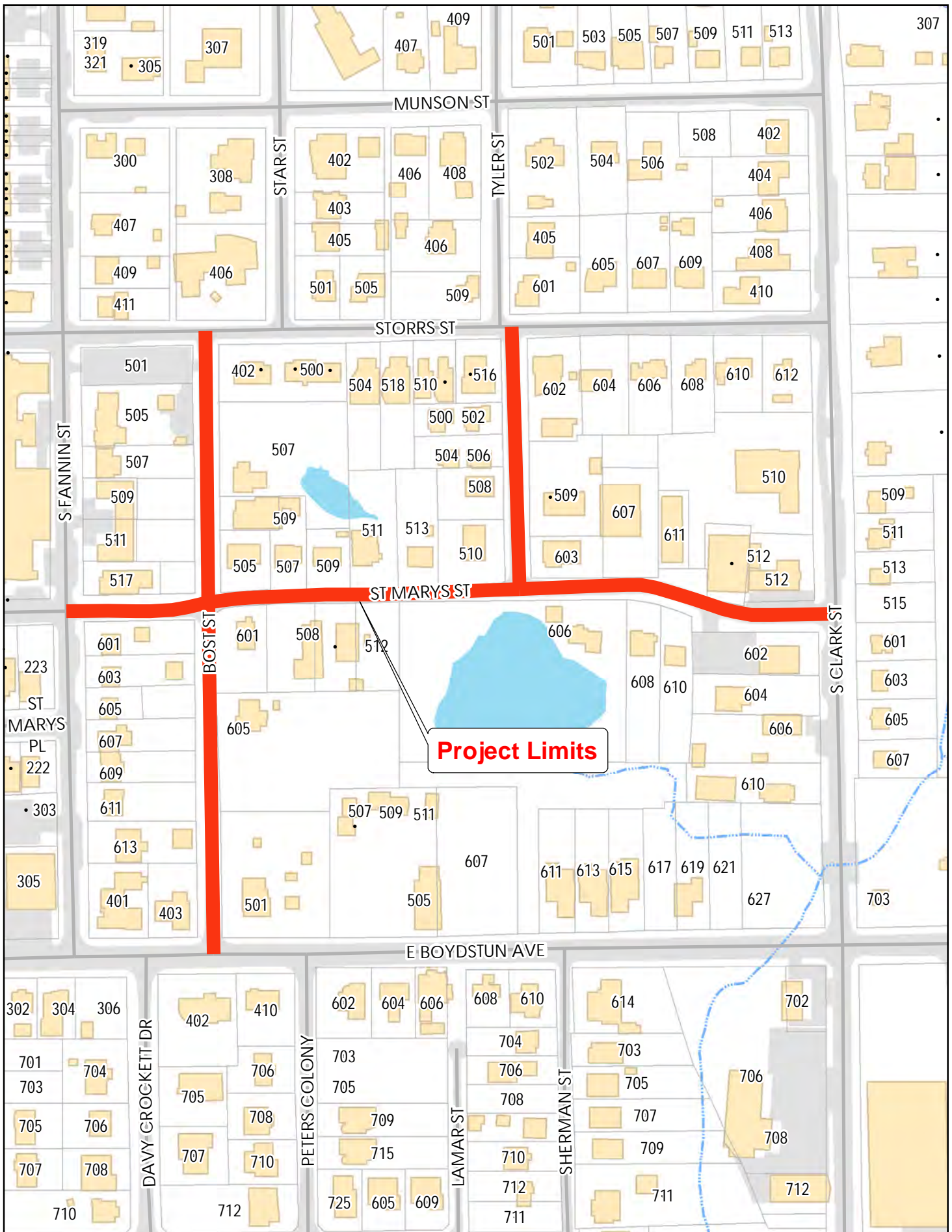
Fees that are Lump Sum for each task will be invoiced monthly based upon the overall percentage of services performed.

## ATTACHMENT “C”

### Project Schedule

	Item	Start	End
1.	Data Collection / Topographic Design Survey	07/02/19	07/14/19
2.	Schematic Conceptual Design – 30%	07/14/19	07/26/19
3.	City Review	07/26/19	08/05/19
4.	Construction Documents – 60% Preliminary	08/05/19	08/17/19
5.	City Review	08/17/19	08/28/19
6.	Construction Documents – 100% Final Design	08/28/19	09/30/19





City of  
Rockwall



0 50 100 Feet  
Date: 6/18/2019

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and/or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.

**ST. MARYS ST, BOST ST & SHERMAN ST.  
WATER & WASTEWATER REHAB PROJECT**

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## MEMORANDUM

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**TO:** Rick Crowley, City Manager

**FROM:** Amy Williams, Director of Public Works/City Engineer

**DATE:** July 1, 2019

**SUBJECT:** West Kaufman Street, North First Street, and West Rusk Water Replacement Project

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The existing water line in W. Kaufman Street was installed prior to 1970 and is in need of replacement. The existing two-inch (2") water line is a combination of thin galvanized pipe and one-inch (1") poly tubing. The proposed replacement water lines will be constructed using a minimum of eight-inch (8") PVC pipe and have fire hydrants installed every four hundred feet (400') and at each street intersection. This proposed design will meet current engineering standards. The eight-inch (8") water line with fire hydrants will improve water circulation, assist with the water quality, and provide better fire protection.

Staff has requested a proposal from Teague Nall and Perkins, Inc. to provide the engineering design for this project. The engineering design fee for the water replacement project is \$60,600.00. Staff requests the City Council consider approving the professional engineering services contract for Teague Nall and Perkins, Inc. to perform the engineering design services for the W. Kaufman Street, N. First Street, and W. Rusk Street Water Replacement Project in an amount not to exceed \$60,600.00, to be paid for out of 2018-2019 Water and Sanitary Sewer Budget, 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  
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 Teague Nall and Perkins, Inc., ("ENGINEER"), located at 825 Watters Creek Boulevard, Suite M300, Allen, Texas, 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 Water Line Improvements along Kaufman Street from West Street West end of Kaufman Street, First Street from Rusk Street to Kaufman Street, and Rusk Street from West Street to First Street.

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

1. Scope of Work

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

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

2. Compensation & Term of Agreement

Cost for such services will be an amount of Forty-One Thousand Four Hundred Dollars (\$41,400.00) billed as a lump sum basis for Basic Services, and Nineteen Thousand Two Hundred Dollars (\$19,200.00) billed on a lump sum/hourly basis for Special Services, per rates provided in Attachment "B". ENGINEER is not authorized to perform any work beyond the limited not to exceed amount without authorized written approval by CITY.

The term of this Agreement shall commence upon execution of this agreement and follow the

1.



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 reuser’s sole risk and without liability or legal exposure to the

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

6. Insurance

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

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

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

\$2,000,000 General aggregate limit

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

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

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

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

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

7. **INDEMNIFICATION**

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

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

8. Addresses for Notices and Communications

**CITY**

**Amy Williams, P.E.**

**Director of Public Works/City Engineer**

City of Rockwall

385 S. Goliad Street

Rockwall, Texas 75087

**ENGINEER**

**Michael G. DeMotte, P.E.**

**Director of Engineering Services-Allen Office**

Teague, Nall, and Perkins, Inc.

825 Watters Creek Blvd, Suite M300

Allen, TX, 75013

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

9. **Successors and Assigns**

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

10. Termination for Convenience of the Parties

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

11. Changes

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

Any alterations, additions or deletions to the terms of this Contract, including the scope of work, shall be by amendment **in writing** executed by both CITY and 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 ENGINEER 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 25 day of June 2019.

Teague Nall and Perkins, Inc.

By:   
Name: Michael G. DeMotte, P.E.  
Title: Director of Engineering Services-  
Allen Office

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

ATTEST:

City of Rockwall, Texas

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

# **ATTACHMENT “A”**

## **Scope of Service**

8.

Attachment "A"  
Water Line Improvements along  
Kaufman Street from West Street to end of Kaufman Street,  
First Street from Rusk Street to Kaufman Street,  
and Rusk Street from West Street to First Street  
For  
City of Rockwall

**Scope of Services**

**Project Understanding**

The City of Rockwall (City) wishes to replace approximately 900 linear feet of existing water line along Kaufman Street (from West Street to the end of Kaufman Street) and add approximately 250 linear feet of water line along First Street (from Rusk Street to Kaufman Street), and approximately 200 linear feet of water line along Rusk Street (from West Street to First Street). The proposed water line will be located within the existing street rights-of-way. The existing water line in Kaufman Street will be replaced by an eight (8") lines whereas a new eight (8") water line will be added along First Street and Rusk Street. The scope of services also includes determining the location of proposed water lines and development of alternate alignments. Water lines will be evaluated to be placed behind the back of curb or under the pavement within the existing right-of-way. Other design components include coordination with franchise utilities, TXDOT coordination for work in TXDOT (US 66/Rusk Street), and preparation of erosion control plans, and traffic control plans.

ENGINEER will provide plans, specifications, estimates, and permits (if applicable) for the project. Support services for the project bidding, and the construction phase is excluded from the scope of services at the CITY's request.

**BASIC SERVICES**

**1. Schematic Conceptual Design (30%)**

**1.1. Project Management**

- 1.1.1. Prepare a detailed Project Work Plan for TNP internal use. The work plan will serve as guide and communication tool for the TNP project team.
- 1.1.2. Conduct TNP internal project kickoff meeting with entire project team and City Staff.
- 1.1.3. Conduct weekly TNP internal project review meetings to review project status, review and update schedule, identify and assign next action items, etc.
- 1.1.4. Prepare and send Project Status Update (PSU) to City's Project Manager on monthly basis. PSU will address work completed in previous period, work in progress and/or anticipated to be completed in next period, actions or information needed from City, and a schedule update.
- 1.1.5. Develop design criteria and design decisions tables.
- 1.1.6. Prepare and submit project schedule to City staff and provide general project management activities.
- 1.1.7. Project Administration
  - Prepare project correspondence and invoicing documents

**1.2. Project stakeholder coordination**

- 1.2.1. Develop project stakeholder contact list including but not limited to franchise utilities, City's water and sewer department, traffic department, and TXDOT.



- 1.2.2. Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to two (2) meetings with the City staff regarding project status and coordination issues. The first meeting will be the project kick-off meeting, and the second meeting will be the conceptual design presentation and review.

### 1.3. Schematic Design Phase (30%)

The following services will be provided as part of the Conceptual Design Phase (30%):

- 1.3.1. Review and research previously prepared construction plans record documents, and other pertinent information related to water line design.
- 1.3.2. Develop complete and accurate base map showing all existing Right-of-Way (ROW), easements, topographic information, and existing utilities.
- 1.3.3. Develop and evaluate up to two (2) alignments for each street.
- 1.3.4. Prepare 30% schematic water line plans, produced at 1"=20' horizontal scale.
- 1.3.5. Meet with City staff and present 30% schematic water line plans.
- 1.3.6. Incorporate comments and feedback from City staff and other stakeholders.

## 2. Final Design

The preparation of construction documents (Pre-Final and Final) will generally follow the original scope and will include:

### 2.1. Project Management

- 2.1.1. Conduct progress meetings at each stage of the construction documents phase to monitor the development of the project regarding the project status, coordination issues and go over City review comments of the plans for the added scope of services.
- 2.1.2. Coordinate with franchise utilities, (electric power, cable TV, phone, gas, optic fiber, etc.) as necessary.
- 2.1.3. Update project schedule and interim milestones (coordinate with City staff as necessary)

### 2.2. Construction Plans, Specifications and Estimates

#### 2.2.1. Submittals

ENGINEER will submit pre-final and final submittals for water line improvements. The following will be required for each submittal:

- Construction Plans
  - Two (2) Full Size copies – 22"x34"
  - Two (2) Half Size copies – 11"x17"
  - One (1) PDF copy
  - One (1) PDF copy– Scanned City comments previous submittal
- Engineers Opinion of Construction Cost
- Construction Contract /Specification Book
- City to provide the front end documents, and City special provisions to NCTCOG standard in electronic format.

#### 2.2.2. Construction Plans

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. Plan sheets will also include any other additional documentation, notation, and clarification required by the City's Project Manager to prove design and constructability of the project. ENGINEER shall incorporate changes associated with City comments.

Following sheets will be prepared as part of the final design:

- Cover sheet
- General Notes and Legend Sheet

- Summary of Quantities
- Existing Condition Sheets (1"=20' scale)
- Horizontal/Vertical Control Sheet (1"=40' scale)
- Erosion Control Plan (1"=40' scale)
- Demolition/Removals Plan (1"=20' scale)
- Water Line Plan (1"=20' scale)
- Water Details
- Construction Sequencing/Phasing Narrative
- Traffic Control Plans (for each phase & typ. sections) (1"=40' scale)

Each subsection below details out the services to be performed for each section of the construction plan set.

#### 2.2.3. Existing Utilities (Water, Wastewater, Storm Drainage, etc.)

- Establish the location of existing public utilities based upon information provided by the City, SUE and field survey information
- Franchise Utility Coordination
  - Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type and location of their utilities.
  - Notify the City if any relocations are required
  - ENGINEER shall perform the coordination with the franchise utilities if any relocations are required.
  - Attend City ran Franchise Utility Coordination Meetings (typically 2-4 meetings per year are held). ENGINEER will give back ground on particular project and coordinate with franchise utility companies on foreseen conflicts and pass out current plan set.

#### 2.2.4. Water Line Plans

- Prepare all water line plan sheets. Water line profiles are not anticipated as the proposed water lines will be 8 inches in diameter.
- Check coverage of Fire Hydrants to meet City Standard.
- Prepare water details to clarify intent of design. Compile applicable City Standard details, modify standard details as needed.

#### 2.2.5. Traffic Control Plans, Detour Plans, Construction Sequencing/Phasing

- Develop construction sequence plan showing:
  - Construction area for each phase of construction and closure of existing travel lanes (if needed).
  - Temporary signing and striping, barricades, and other channelization device
  - Narrative of the sequence of work.
  - Detour Plan for each construction phase
  - Public utilities relocation phasing.
  - Pedestrian routing during construction.
- Develop typical cross section showing lane widths, edge conditions, channelization and proposed construction area.
- Prepare traffic control details to clarify intent of design.

#### 2.2.6. Specifications/Construction Contracts

Prepare general notes, specification data, and final Bid Book in accordance with City of Rockwall requirements. Identify and prepare special specifications and/or special provisions applicable to the project. Prepare Bid-Tab sheets of applicable items for Contractor to fill/present bid prices.

- Contact documents, including the following:
  - City of Rockwall standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form (Bid-Tab) – Electronic for Bidding
  - Pay Items Description
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond
  - Certificate of insurance
  - General conditions
  - Special conditions
  - Technical specifications
  - Permits (TXDOT, City of Dallas, etc.)
  - Geotechnical Report

2.2.7. Estimates

Compile an overall opinion of probable construction cost based on current market values.

2.3. Agency Permitting/Coordination

- Coordination or permitting from other agencies is not anticipated for this project.

**3. Data Collection & Property Research / Topographic and Design Survey**

3.1. Data Collection and Property Research

- 3.1.1. Gather existing plat information
- 3.1.2. Collect property owner and record information
- 3.1.3. Gather existing ROW and easement information, identify all easements through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.

3.2. Topographic and Design Survey

- 3.2.1. The limits of the survey along Kaufman Street shall be from West Street to the west end of Kaufman Street. The limits of the survey along First Street shall be from Rusk Street to First Street. The limits of the survey along Rusk Street shall be from West Street to First Street. The survey shall be from the right-of-way line to the right-of-way line for Kaufman Street and First Street. The survey shall be from the north ROW line to CL of Roadway for Rusk Street. Survey will include intersecting roadways extending 50 feet along each leg of the intersections.
- 3.2.2. Establish horizontal control points at 500' maximum spacing.
- 3.2.3. Establish a vertical control benchmark circuit as needed throughout the project. Use existing City established monument information for the City and tie survey into.
- 3.2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits.
- 3.2.5. Perform a field survey to identify and locate existing topographic elements within the roadway corridor. All identified topographic elements shall be tied down horizontally and vertically. The field survey shall include but not limited to the following:
  - Property corner monumentation
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.

- Roadway and lane striping
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes Headwalls (including culvert sizes and invert elevations)
  - Existing driveway culverts and swales (flowlines, sizes, types, etc.)
  - Guardrail
  - Utility manholes, vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
  - Traffic Signal poles, cabinets, pull boxes and other signal equipment
  - Signs (excluding temporary signs)
  - Trees, including species and caliper (all sizes)
  - Landscape planters, Shrubs, rocks and other features.
  - Buildings and permanent structures
  - Retaining walls
  - Fencing walls
  - Fence limits and material types (excluding temporary fences)
  - Mailboxes (types – wood, brick, stone)
  - Other applicable physical features that could impact design
- 3.2.6. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks and prepare cross-section field notes.
- 3.2.7. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- 3.2.8. ENGINEER will perform site visits for the purposes of reviewing the provided survey in the field and making notes for additional survey needs and design considerations.
- 3.2.9. ENGINEER shall arrange and make provisions for access to perform the services specified within this scope. The surveyor shall provide the City with the name and address of the property owners.

#### **4. Subsurface Utility Engineering (S.U.E.) Services**

Provide S.U.E. Services for the purpose of locating horizontal and vertical locations of underground city and franchise utilities, in conjunction with and /or prior to the field survey.

- 4.1. S.U.E. Level ‘B’ Services will be provided to determine horizontal location of utilities up to 1,500 linear feet for Kaufman Street, First Street and Rusk Street. The Quality Level ‘B’ also includes Quality Level ‘C/D’ S.U.E. services.
- 4.1.1. Determine horizontal location of utilities up to 5,600 linear feet which will include 2,000 linear feet along Westway Drive from Highland Drive to Carriage Trail, 280 linear feet along Aspen Court from Carriage Trail to Highview Drive, and 100 LF along each cross streets and alleys (11 individual intersections).
- 4.1.2. Engineer will create and call in locate tickets for Texas811 for the project corridor. Timing of locates will be coordinated to help ensure that locates are performed in conjunction with surveying operations.
- 4.1.3. As part of the services provided in the Topographic and Boundary Survey Phase, Engineer will visibly investigate surface features and appurtenances or all utility systems shown on the record drawings that are included within the project site, including but not limited to:
- sanitary sewer manholes (including measure down)
  - storm sewer manholes (including measure down)



- communication/fiber manholes
  - hand holds
  - pull boxes
  - water valves
  - water meters
  - fire hydrants
  - cleanouts
  - blow-offs
  - pedestals (communication, fiber, electric)
  - gas meters
  - signal boxes
  - electric poles (transmission and distribution)
  - electric transformers
  - light poles
  - utility signs
- 4.1.4. Investigate all utility systems shown on the record drawings that are included within the project site. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, Engineer will search for detectable indications of the horizontal location of anticipated subsurface utilities.
- 4.1.5. Mark all locations that can be validated, using paint, flags or other devices.
- 4.1.6. These services are for the purpose of aiding the design of the project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
- 4.1.7. Prepare documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- 4.1.8. Deliverable will consist of a Quality Level B – AutoCad DWG 2D file depicting all subsurface utilities found and verified and above ground appurtenances. The drawing will be signed and sealed by a Professional Engineer licensed in the State of Texas.

## 5. Additional Services

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

- 5.1. Construction staking.
- 5.2. Geotechnical engineering services.
- 5.3. Right-of-way/Easement Documents.
- 5.4. Quality Level 'A' SUE Services.
- 5.5. Quality control and testing services during construction.
- 5.6. Wastewater or storm drains design and analysis.
- 5.7. Environmental or Archeological study and permitting through state agencies.
- 5.8. Support services for Project Bidding
- 5.9. Support services for Right-of-Way Acquisition and Negotiation
- 5.10. Construction phase services, including responding contractor questions, reviewing contractor pay application, performing site visits to observe construction, reviewing shop drawings/submittals, preparation of record drawings etc.

-End of Scope of Service-

# ATTACHMENT “B”

## Payment Schedule

Compensation for Basic Services in Tasks 1-2 shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

	<b>Task</b>	<b>Fee Basis</b>	<b>Fee</b>
	<b><u>BASIC SERVICES</u></b>		
1.	Schematic Conceptual Design (30%)	Fixed Fee	\$ 16,600
2.	Final Design (Construction Documents)	Fixed Fee	\$ 24,800
	<b>Basic Services Subtotal:</b>		<b>\$ 41,400</b>
Compensation for Special Services under Tasks 3-4 shall be on a lump sum, unit price, or labor fee plus expense (reimbursable) basis with the estimated fee shown below.			
	<b><u>SPECIAL SERVICES</u></b>		
3.	Data Collection & Property Research / Topographic and Design Survey	Fixed Fee	\$ 8,700
4.	Quality Level ‘B’ (Including Level “C/D”) S.U.E. Services (assumes 1,500 LF)	Hourly*	\$ 10,500
	<b>Special Services Subtotal*</b>		<b>\$ 19,200</b>
	<b>Project Total*</b>		<b>\$ 60,600</b>

\*Estimate only (see notes below).

Notes:

1. **Hourly Consulting Services:** Services shall be provided on an hourly, reimbursable basis at the ENGINEER’S standard hourly rates when the Fee Basis is defined as hourly. Actual fees for the services will be based on actual hours required to perform the services, and will vary based upon actual cost, and could potentially exceed the estimates provided above. ENGINEER shall notify the City in writing before exceeding the budgeted fees, and obtain written authorization from City to exceed the contract amount. Please refer to attached schedule of TNP’s standard hourly rates. Services shall be billed monthly based on actual time spent working on the project by the ENGINEER’S staff. Actual out-of-pocket expenses that are incurred during the progress of the work for hourly services tasks shall be billed at TNP’s cost plus 10%. Any project related fees paid by the ENGINEER on behalf of the City shall be reimbursed by the City under the hourly services task. Examples of these type fees include, but are not limited to, application fees, filing fees, permit fees, review fees, title company/closing fees, or fees related to the purchase or acquisition of information or documents requested by the City for inclusion in the Project’s deliverables.
2. **Fixed Fee Consulting Services:** Fees for tasks described as “fixed fee” (lump sum) are total fees for all labor and expenses associated with those tasks. Lump Sum fee for each task will be invoiced monthly based upon the overall percentage of services performed.

**TEAGUE NALL AND PERKINS, INC.**  
Standard Rate Schedule for Time and Expense Contracts  
Effective January 1, 2019 to December 31, 2019\*

<b>Engineering /Landscape Architecture/ROW</b>	<b>From</b>	<b>-</b>	<b>To</b>	
Principal	\$200	-	\$250	Per Hour
Team Leader	\$190	-	\$230	Per Hour
Senior Project Manager	\$160	-	\$220	Per Hour
Project Manager	\$120	-	\$175	Per Hour
Senior Engineer	\$180	-	\$225	Per Hour
Project Engineer	\$120	-	\$160	Per Hour
Engineer III/IV	\$95	-	\$120	Per Hour
Engineer I/II	\$ 90	-	\$110	Per Hour
Landscape Architect / Planner	\$110	-	\$200	Per Hour
Landscape Designer	\$80	-	\$110	Per Hour
Senior Designer	\$110	-	\$150	Per Hour
Designer	\$100	-	\$130	Per Hour
Senior CAD Technician	\$90	-	\$120	Per Hour
CAD Technician	\$70	-	\$110	Per Hour
IT Consultant	\$100	-	\$170	Per Hour
Clerical	\$50	-	\$90	Per Hour
Construction Inspector II	\$75	-	\$100	Per Hour
Construction Inspector III	\$90	-	\$110	Per Hour
Senior Construction Inspector	\$100	-	\$125	Per Hour
Construction Superintendent	\$150	-	\$180	Per Hour
ROW Manager	\$120	-	\$150	Per Hour
Senior ROW Agent	\$90	-	\$130	Per Hour
ROW Agent	\$80	-	\$110	Per Hour
Relocation Agent	\$100	-	\$130	Per Hour
Senior Utility Coordinator	\$90	-	\$140	Per Hour
Utility Coordinator	\$80	-	\$130	Per Hour
Intern	\$50	-	\$70	Per Hour

**Surveying**

Survey Manager	\$190	-	\$230	Per Hour
Registered Professional Land Surveyor (RPLS)	\$140	-	\$190	Per Hour
Field Coordinator	\$100	-	\$130	Per Hour
S.I.T. or Senior Survey Technician	\$70	-	\$120	Per Hour
Survey Technician	\$65	-	\$100	Per Hour
1-Person Field Crew w/Equipment**	\$125			Per Hour
2-Person Field Crew w/Equipment**	\$160			Per Hour
3-Person Field Crew w/Equipment**	\$180			Per Hour
4-Person Field Crew w/Equipment**	\$200			Per Hour
Flagger	\$40			Per Hour
Abstractor (Property Deed Research)	\$85			Per Hour

**Subsurface Utility Engineering (SUE)**

SUE Project Manager	\$185 Per Hour
SUE Engineer	\$160 Per Hour
Sr. Utility Location Specialist	\$100 Per Hour
Utility Location Specialist	\$ 85 Per Hour
1-Person Designator Crew w/Equipment***	\$120 Per Hour
2-Person Designator Crew w/Equipment***	\$145 Per Hour
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$250 Per Hour (4 hr. min.)
2-Person Vac Excavator Crew w/Equip for QL-A ****	\$450 Per Hour (4 hr. min.)
Core Drill (equipment only)	\$750 Per Day

*All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.*

*\* Rates shown are for calendar year 2019 and are subject to change in subsequent years.*

*\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*\*\*\* Includes crew labor, vehicle costs, and field supplies.*

*\*\*\*\* Rate applies to Quality Level A (QL-A) test holes on utilities that were designated by TNP as QL-B.*

**TEAGUE NALL AND PERKINS, INC.**  
Standard Rate Schedule for Time and Expense Contracts  
Reimbursed Direct Cost Items  
Effective January 1, 2019 to December 31, 2019\*

**Direct Cost Reimbursables**

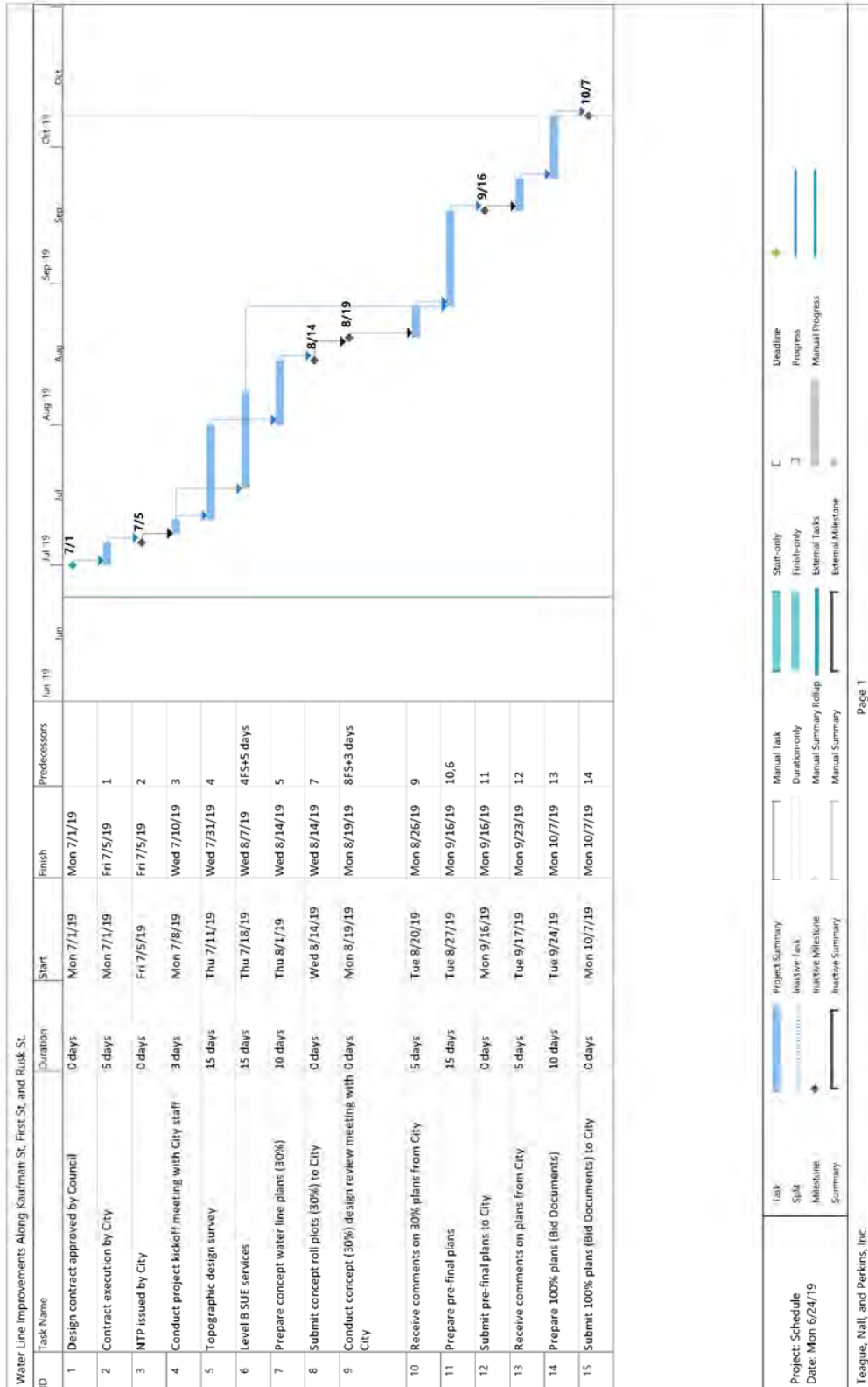
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Photocopies:	\$0.154/sf	letter, legal and 11" x 17" size bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Prints:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Plots:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
	\$0.50/sf	22" x 34" and larger bond paper or vellum, B&W
	\$1.00/sf	22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.58/mile	
Plans on CD	\$20/each	



# ATTACHMENT “C”

## Project Schedule



## ATTACHMENT “D”

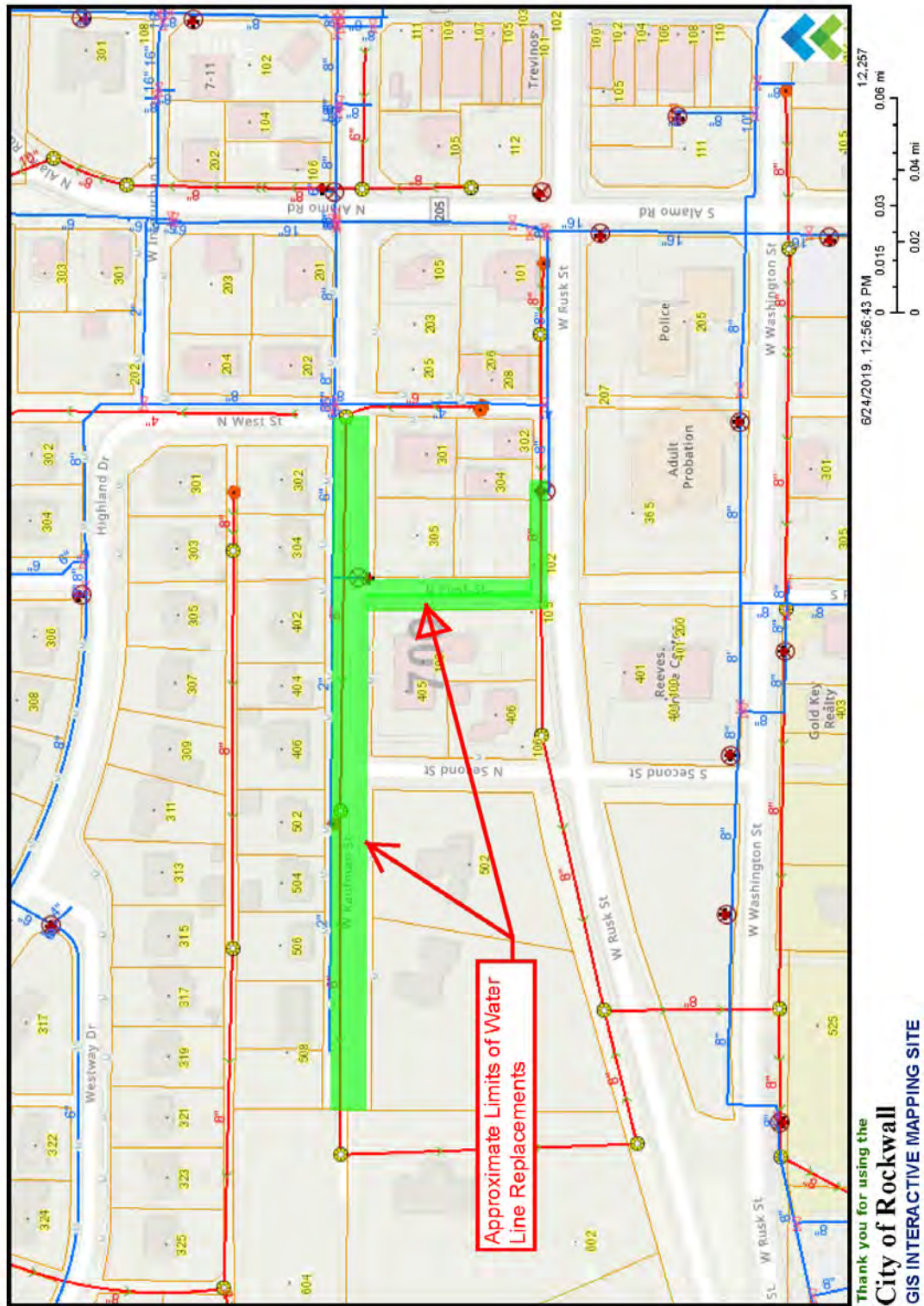
### Sub-Consultants

**1. Sub-Consultant:**

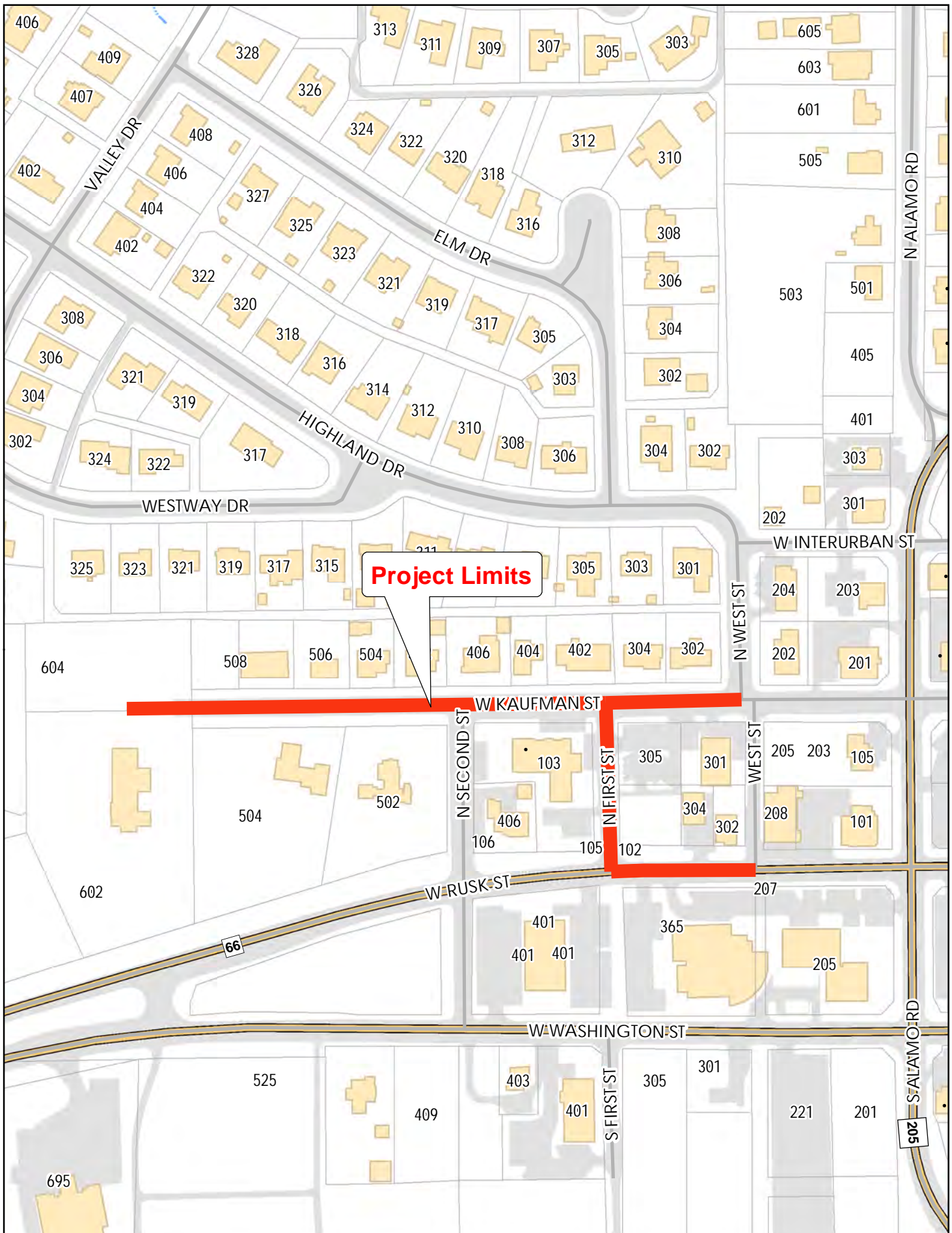
None.

# ATTACHMENT "E"

## Approximate Project Limits







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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:** July 1, 2019  
**APPLICANT:** Kyle Coleman Harris; *Pacheco Koch Consulting Engineers*  
**CASE NUMBER:** P2019-027; *Lot 3, Block A, Channell Subdivision Addition*

---

### SUMMARY

Consider a request by Kyle Coleman Harris of Pacheco Koch Consulting Engineers on behalf of Alton Frazier of Channell Commercial Corporation for the approval of a replat for Lot 3, Block A, Channell Subdivision Addition being a 18.762-acre parcel of land identified as Lot 2, Block A, Channell Subdivision Addition, City of Rockwall, Rockwall County, Texas, zoned Light Industrial (LI) District, situated within the SH-205 By-Pass Overlay (SH-205 BY OV) District, addressed as 1700 John King Boulevard, and take any action necessary.

### PLAT INFORMATION

- ☒ The applicant is requesting the approval of a replat for an 18.762-acre parcel of land [i.e. *Lot 2, Block A, Channell Subdivision Addition*] for purpose of abandoning certain portions of the platted firelane & water easements. Additionally, the replat will realign the western drive aisle. The *subject property* is located within the SH-205 By-Pass Overlay (SH-205 BY OV) and is addressed as 1700 John King Boulevard.
- ☒ On June 14, 2019, Mark Pross of Pross Design Group, Inc., submitted an amended site plan [i.e. *Case NO. SP2019-021*] in conjunction with this replat for the purpose of establishing outside storage areas on the subject property and to realign the western drive aisle.
- ☒ On July 8, 2014, the Planning and Zoning Commission approved a site plan for the construction of the warehouse/manufacturing facility. On July 21, 2014, the City Council approved all associated variances, waivers, and exceptions requested by the applicant in conjunction with the site plan.
- ☒ The surveyor has completed the majority of the technical revisions requested by staff, and this plat - *- conforming to the requirements for replats as stated in the Subdivision Ordinance in the Municipal Code of Ordinances* -- is recommended for conditional approval pending the completion of final technical modifications and submittal requirements.
- ☒ Conditional approval of this plat by the City Council shall constitute approval subject to the conditions stipulated in the *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

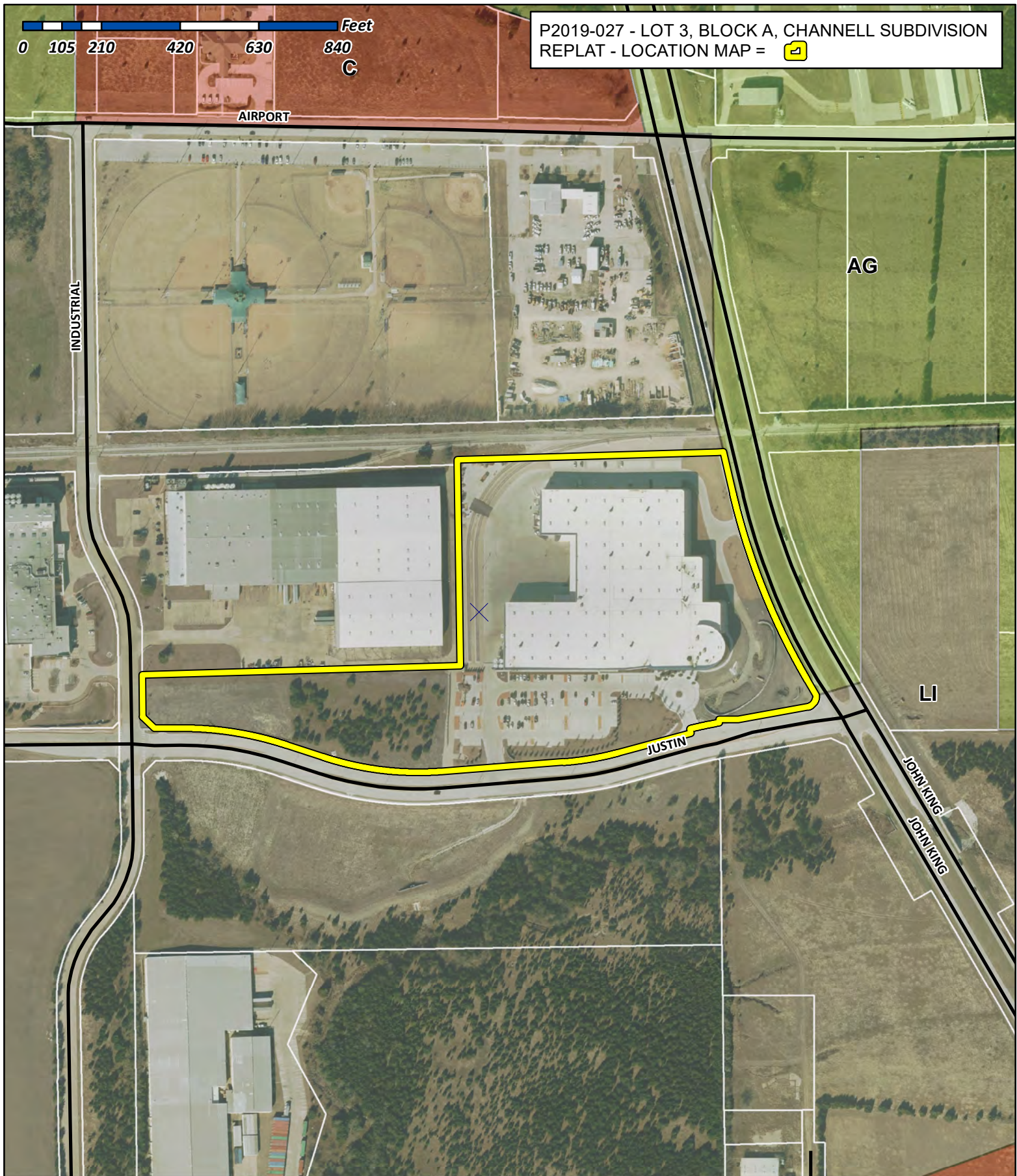
If the City Council chooses to approve the replat for *Lot 3, Block A, Channell Subdivision Addition*, staff would propose the following conditions of approval:

- (1) All technical comments from the Engineering, Planning and Fire Departments shall be addressed prior to the filing of this plat;
- (2) Prior to the filing of this plat, the easements will need to be adjusted in accordance with the approved site plan (i.e. Case No. SP2019-021).
- (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 June 25, 2019, the Planning and Zoning Commission's motion to recommend approval of the replat with staff conditions passed by a vote of 7 to 0.





## 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.



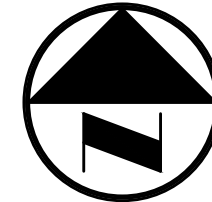


# U.P./DALLAS GARLAND N.E. RAILROAD

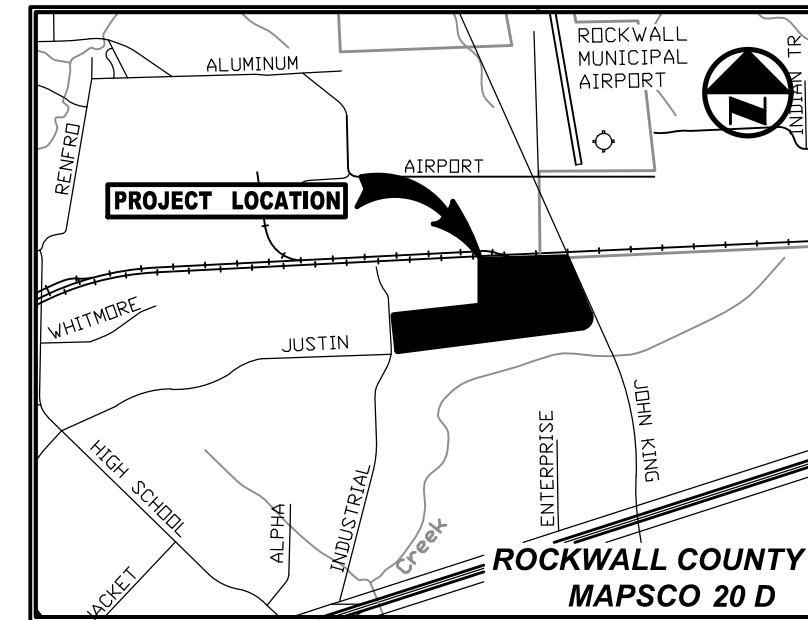
(A 100-FOOT RIGHT-OF-WAY)

N 88°10'00" E 693.99'

N 88°16'13" E 16.20'



0 30 60 120 180  
GRAPHIC SCALE IN FEET



**VICINITY MAP**  
(NOT TO SCALE)

## LEGEND

- IRF 1/2-INCH IRON ROD  
W/"WIER ASSOC INC" CAP FOUND
- CSC 1/2-INCH IRON ROD  
W/"CSC 4252" CAP FOUND
- PK-IRS 5/8-INCH IRON ROD  
W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- SETBACK LINE
- ABSTRACT LINE
- CENTERLINE
- /// EASEMENT ABANDONED BY THIS PLAT

SEE SHEET 1 FOR  
LINE AND CURVE TABLES

SHEET 1 OF 3

## REPLAT LOT 2R, BLOCK A, CHANNELL SUBDIVISION

BEING A REPLAT OF LOT 2, BLOCK A,  
CHANNELL SUBDIVISION  
1 LOT, BEING 18.762 ACRES  
AND BEING OUT OF

THE NATHAN BUTLER SURVEY, ABSTRACT NO. 20,  
THE ARCHIBALD HANNA SURVEY, ABSTRACT NO. 99  
AND THE DAVID HARR SURVEY, ABSTRACT NO. 102  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
CASE NUMBER:

<b>Pacheco Koch</b>		7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031	
		TX REG. ENGINEERING FIRM F-14439	
		TX REG. SURVEYING FIRM LS-10193805	
DRAWN BY JAN	CHECKED BY KCH	SCALE 1"=60'	JOB NUMBER 3273-19.251

SURVEYOR/ENGINEER:  
PACHECO KOCH, LLC  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TEXAS 75231  
PH: 972-235-3031  
CONTACT: KYLE COLEMAN HARRIS

OWNER:  
CHANNELL COMMERCIAL CORPORATION  
26040 YNEZ ROAD  
TEMECULA, CALIFORNIA 92592  
PH: 909-240-3460  
CONTACT: ALTON FRAZIER

MATCHLINE (SEE SHEET 1)

ROCKWALL INDUSTRIAL EAST  
(CAB. C, SLIDE 72)

CONTINENTAL PET TECHNOLOGIES  
(VOL. 552, PG. 127)

N 88°07'13" E 1850.17'

WATER EASEMENT  
(INST. NO. 20160000011900)

ONCOR ELECTRIC  
DELIVERY COMPANY, LLC  
EASEMENT  
(20150000014737)

DRAINAGE EASEMENT  
(INST. NO. 20160000011900)

Δ=22°51'11"  
R=807.50'  
L=322.08'  
T=163.21'  
CB=N 83°12'29" W  
CD=319.95'

8.8' X 15.0'  
WATER EASEMENT  
(INST. NO. 20160000011900)

Δ=21°20'20"  
R=51.00'  
L=18.99'  
T=9.61'  
CB=N 12°28'48" E  
CD=18.88'

Δ=23°36'30"  
R=74.00'  
L=30.49'  
T=15.46'  
CB=N 13°09'49" E  
CD=30.28'

Δ=90°50'45"  
R=30.00'  
L=47.57'  
T=30.45'  
CB=S 38°12'19" E  
CD=42.74'

Δ=23°39'44"  
R=50.00'  
L=20.65'  
T=10.47'  
CB=S 13°29'21" W  
CD=20.50'

Δ=90°00'00"  
R=39.00'  
L=61.26'  
T=39.00'  
CB=S 41°31'51" W  
CD=55.15'

Δ=26°26'52"  
R=40.00'  
L=18.46'  
T=9.49'  
CB=S 21°46'03" E  
CD=18.30'

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7.94'

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Δ=05°14'37"  
R=744.52'  
L=68.14'  
T=34.09'  
CB=N 9°53'17" E  
CD=68.11'

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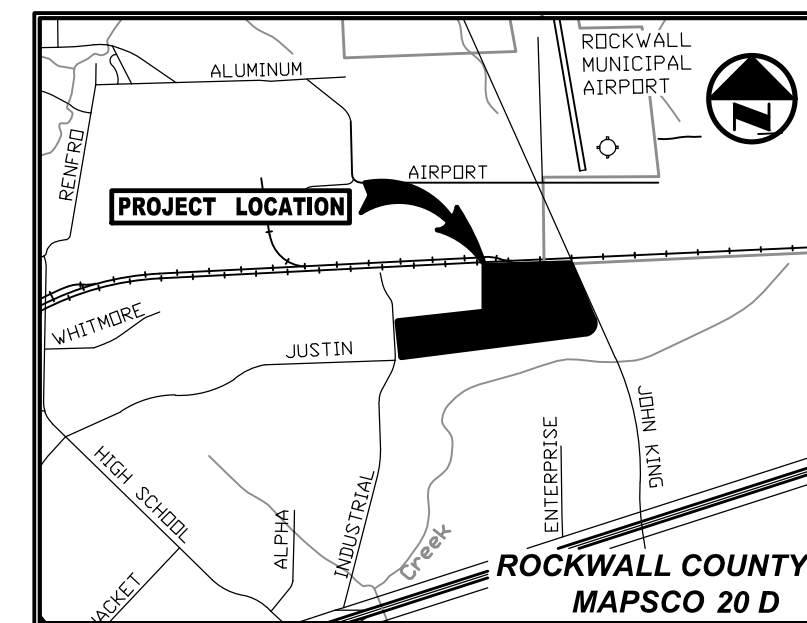
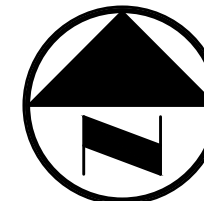
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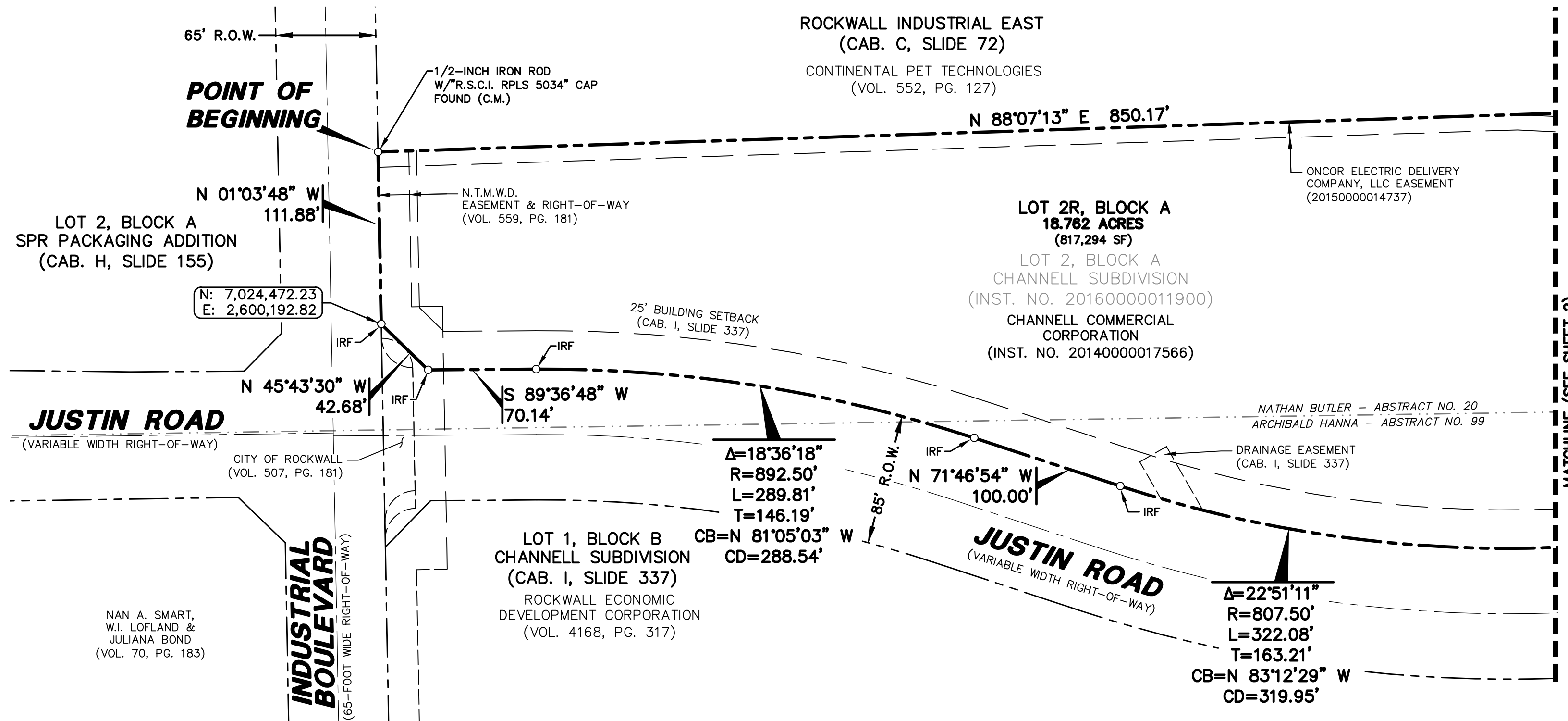




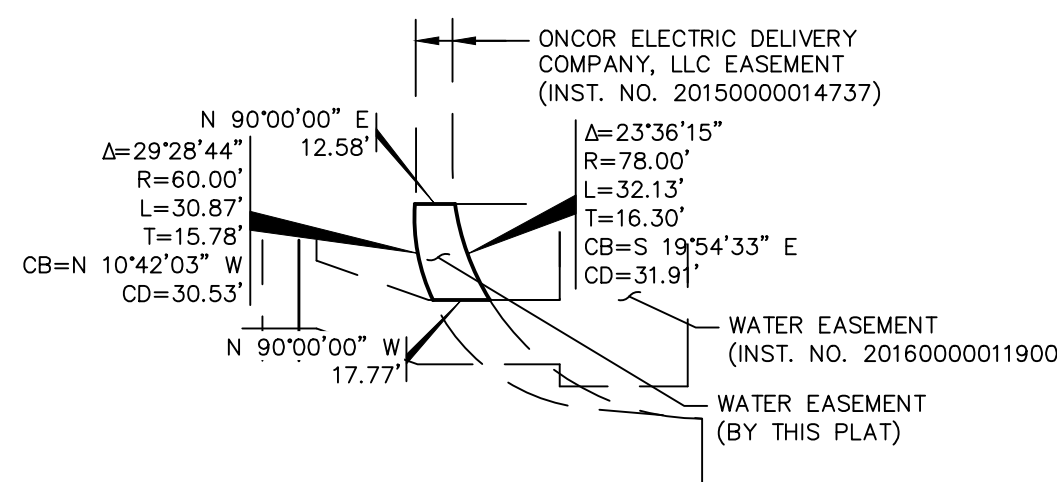
VICINITY MAP  
(NOT TO SCALE)

LEGEND

- IRF 1/2-INCH IRON ROD W/"WIER ASSOC INC" CAP FOUND
- CSC 1/2-INCH IRON ROD W/"CSC 4252" CAP FOUND
- PK-IRS 5/8-INCH IRON ROD W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- SETBACK LINE
- ABSTRACT LINE
- CENTERLINE
- EASEMENT ABANDONED BY THIS PLAT



1 DETAIL  
NOT TO SCALE



NOTES

- 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.
- Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011) and correlated to the City of Rockwall Monument R016. The coordinates shown hereon are State Plane (Grid) Coordinates, no scale and no projection.

SURVEYOR/ENGINEER:  
PACHECO KOCH, LLC  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TEXAS 75231  
PH: 972-235-3031  
CONTACT: KYLE COLEMAN HARRIS

OWNER:  
CHANNELL COMMERCIAL CORPORATION  
26040 YNEZ ROAD  
TEMECULA, CALIFORNIA 92592  
PH: 909-240-3460  
CONTACT: ALTON FRAZIER



7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193805

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JAN	KCH	1"=60'	JUNE 2019	3273-19.251



JNICHOLSON 06/13/2019 -- 5:25PM  
M: \DWG--32\3273--19.251\DWG\SURVEY C3D 2018\3273--19.251RP.DWG

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS, Channell Commercial Corporation, is the owner of an 18.762 acre tract of land in the City of Rockwall, Rockwall County, Texas; said tract of land being described as follows:

LEGAL DESCRIPTION

DESCRIPTION, of an 18.762 acre tract of land situated in the Nathan Butler Survey, Abstract No. 20, the Archibald Hanna Survey, Abstract No. 99, and the David Harr Survey, Abstract No. 102, City of Rockwall, Rockwall County, Texas; said tract being all of Lot 2, Block A, Channell Subdivision, an addition to the City of Rockwall, Texas according to the plat recorded in Instrument No. 20160000011900 of the Official Public Records of Rockwall County, Texas; said tract also being all of that certain tract of land described in Special Warranty Deed to Channell Commercial Corporation recorded in Instrument No. 20140000017566 of the Official Public Records of Rockwall County, Texas; said 18.762 acre tract being more particularly described as follows:

BEGINNING, at a 1/2--inch iron rod with "R.S.C.I. RPLS 5034" cap found for corner in the east right--of--way line of Industrial Boulevard (a 65--foot wide right--of--way); said point being the westernmost northwest corner of said Lot 2 and the southwest corner of Rockwall Industrial East, an addition to the City of Rockwall, Texas according to the plat recorded in Cabinet C, Slide 72 of said Plat Records;

THENCE, North 88 degrees, 07 minutes, 13 seconds East, departing the said east line of Industrial Boulevard and along the south line of said Rockwall Industrial East, a distance of 850.17 feet to a 5/8--inch iron rod with "PACHECO KOCH" cap set for corner; said point being the southeast corner of said Rockwall Industrial East;

THENCE, North 01 degrees, 03 minutes, 38 seconds West, along the east line of said Rockwall Industrial East, a distance of 550.29 feet to a 5/8--inch iron rod with "PACHECO KOCH" cap set for corner in the south right--of--way line of the UP/DALLAS GARLAND N.E. RAILROAD (a 100--foot wide right--of--way); said point being the northeast corner of said Rockwall Industrial East;

THENCE, along the said south line of the UP/DALLAS GARLAND N.E. RAILROAD, the following two (2) calls:

North 88 degrees, 10 minutes, 00 seconds East, a distance of 693.99 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at an angle point;

North 88 degrees, 16 minutes, 13 seconds East, a distance of 16.20 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner in the west right--of--way line of John King Boulevard (a 120--foot wide right--of--way);

THENCE, departing the said south line of the UP/DALLAS GARLAND N.E. RAILROAD and along the said west line of John King Boulevard, the following three (3) calls:

South 13 degrees, 13 minutes, 35 seconds East, a distance of 112.68 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a non--tangent curve to the left;

In a southeasterly direction, along said curve to the left, having a central angle of 17 degrees, 06 minutes, 33 seconds, a radius of 1,810.00 feet, a chord bearing and distance of South 21 degrees, 54 minutes, 26 seconds East, 538.48 feet, an arc distance of 540.49 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 30 degrees, 27 minutes, 42 seconds East, a distance of 46.15 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being at the northeast end of a circular right--of--way corner clip at the intersection of the said west line of John King Boulevard and the north right--of--way line of Justin Road (a variable width right--of--way) and the beginning of a non--tangent curve to the right;

THENCE, in a southwesterly direction, departing the said west line of John King Boulevard and along said corner clip and said curve to the right, having a central angle of 84 degrees, 24 minutes, 20 seconds, a radius of 29.50 feet, a chord bearing and distance of South 37 degrees, 35 minutes, 03 seconds West, 39.63 feet, an arc distance of 43.46 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner in the said north line of Justin Road; said point being at the southwest end of said corner clip;

THENCE, departing the said corner clip and along the said north line of Justin Road, the following fourteen (14) calls:

South 79 degrees, 47 minutes, 13 seconds West, a distance of 186.63 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at an angle point;

South 89 degrees, 47 minutes, 13 seconds West, a distance of 50.50 feet to a 1/2--inch iron rod with "CSC 4252" cap found for corner;

South 00 degrees, 38 minutes, 16 seconds East, a distance of 8.89 feet to a 5/8--inch iron rod with "PACHECO KOCH" cap set for corner;

South 79 degrees, 47 minutes, 13 seconds West, a distance of 10.22 feet to a 5/8--inch iron rod with "PACHECO KOCH" cap set for corner at the beginning of a tangent curve to the left;

In a southwesterly direction, along said curve to the left, having a central angle of 04 degrees, 26 minutes, 56 seconds, a radius of 904.50 feet, a chord bearing and distance of South 77 degrees, 33 minutes, 45 seconds West, 70.22 feet, an arc distance of 70.23 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner;

South 14 degrees, 39 minutes, 43 seconds East, a distance of 12.00 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being the beginning of a non--tangent curve to the left;

In a southwesterly direction, along said curve to the left, having a central angle of 00 degrees, 33 minutes, 04 seconds, a radius of 892.50 feet, a chord bearing and distance of South 75 degrees, 03 minutes, 45 seconds West, 8.58 feet, an arc distance of 8.58 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 74 degrees, 47 minutes, 13 seconds West, a distance of 191.98 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 10 degrees, 34 minutes, 42 seconds, a radius of 807.50 feet, a chord bearing and distance of South 80 degrees, 04 minutes, 34 seconds West, 148.87 feet, an arc distance of 149.09 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 85 degrees, 21 minutes, 55 seconds West, a distance of 325.98 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 22 degrees, 51 minutes, 11 seconds, a radius of 807.50 feet, a chord bearing and distance of North 83 degrees, 12 minutes, 29 seconds West, 319.95 feet, an arc distance of 322.08 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

North 71 degrees, 46 minutes, 54 seconds West, a distance of 100.00 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 18 degrees, 36 minutes, 18 seconds, a radius of 892.50 feet, a chord bearing and distance of North 81 degrees, 05 minutes, 03 seconds West, 288.54 feet, an arc distance of 289.81 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found at the end of said curve;

South 89 degrees, 36 minutes, 48 seconds West, a distance of 70.14 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner; said point being at the southeast end of a right--of--way corner clip at the intersection of said north line of Justin Road with the said east line of Industrial Boulevard;

THENCE, North 45 degrees, 43 minutes, 30 seconds West, departing the said north line of Justin Road and along the said corner clip, a distance of 42.68 feet to a 1/2--inch iron rod with "WIER & ASSOC INC" cap found for corner in the said east line of Industrial Boulevard; said point being at the northwest end of said corner clip;

THENCE, North 01 degrees, 03 minutes, 48 seconds West, departing the said corner clip and along the said east line of Industrial Boulevard, a distance of 111.88 feet to the POINT OF BEGINNING;

CONTAINING, 817,294 square feet or 18.762 acres of land, more or less.

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 LOT 2R, BLOCK A, CHANNELL 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, watercourses, 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 LOT 2R, BLOCK A, CHANNELL SUBDIVISION have been notified and signed this plat.

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

- No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of 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.
- The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, 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.

William H. Channell, President

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared William H. Channell, 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 \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

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 \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2019.

Mayor, City of Rockwall

City Secretary

City Engineer

Signature of Party with Mortgage or Lien Interest

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 \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kyle Coleman Harris, 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.

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.  
RELEASED 6/13/19.

Kyle Coleman Harris  
Registered Professional Land Surveyor  
No. 6268  
kharris@pkce.com

Date

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared Kyle Coleman Harris, 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 \_\_\_\_\_, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

SHEET 3 OF 3

REPLAT  
LOT 2R, BLOCK A,  
CHANNELL SUBDIVISION

BEING A REPLAT OF LOT 2, BLOCK A,  
CHANNELL SUBDIVISION  
1 LOT, BEING 18.762 ACRES  
AND BEING OUT OF

THE NATHAN BUTLER SURVEY, ABSTRACT NO. 20,  
THE ARCHIBALD HANNA SURVEY, ABSTRACT NO. 99  
AND THE DAVID HARR SURVEY, ABSTRACT NO. 102  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS  
CASE NUMBER:



7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193805

DRAWN BY  
JAN

CHECKED BY  
KCH

SCALE  
1"=60'

DATE  
JUNE 2019

JOB NUMBER  
3273--19.251

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# CITY OF ROCKWALL

## CITY COUNCIL MEMORANDUM

### 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

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

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

**DATE:** July 1, 2019

**SUBJECT:** MIS2019-008; *Parking Agreement Between The Vault & Carmel Plaza*

---

On June 12, 2019, the applicant Matthew Mulliken of Mulliken Construction Management, Inc. submitted an application requesting the City Council approve a parking agreement between the properties at 1280 & 1300 E. Ralph Hall Parkway. The area indicated in the agreement is currently being used as a landscape island, and according to the applicant's request would be converted to add nine (9) additional parking spaces and a dumpster enclosure for the adjacent strip retail center. According to Section 3.3, *Location of Commercial Parking and Loading Spaces*, of Article VI, *Parking and Loading*, of the Unified Development Code, "(w)hen an increase in the number of off-street parking spaces is required by a change or enlargement of use, or where off-street parking spaces are provided collectively or used jointly by two or more buildings or establishments, the required off-street parking spaces may be located at a distance not to exceed 400 feet from the building being served; provided, however, that a written agreement thereto is properly executed and filed as provided below." This section goes on to require that all parking agreements be approved by the City Council. In this case, the parking will be directly adjacent to the strip retail building, and is estimated to be within 25-feet of said building. Attached to this memorandum is an exhibit showing the proposed parking spaces and the parking agreement. If approved by the City Council the applicant will be required to file the agreement and provide the City with a copy prior to constructing the parking spaces. Should the City Council have any questions concerning this request staff will be available at the July 1, 2019 City Council meeting.





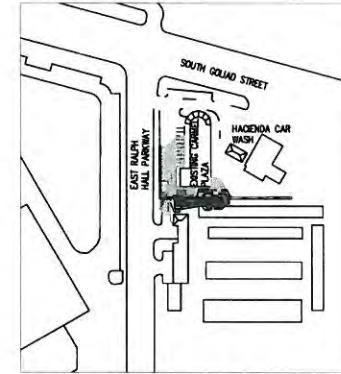
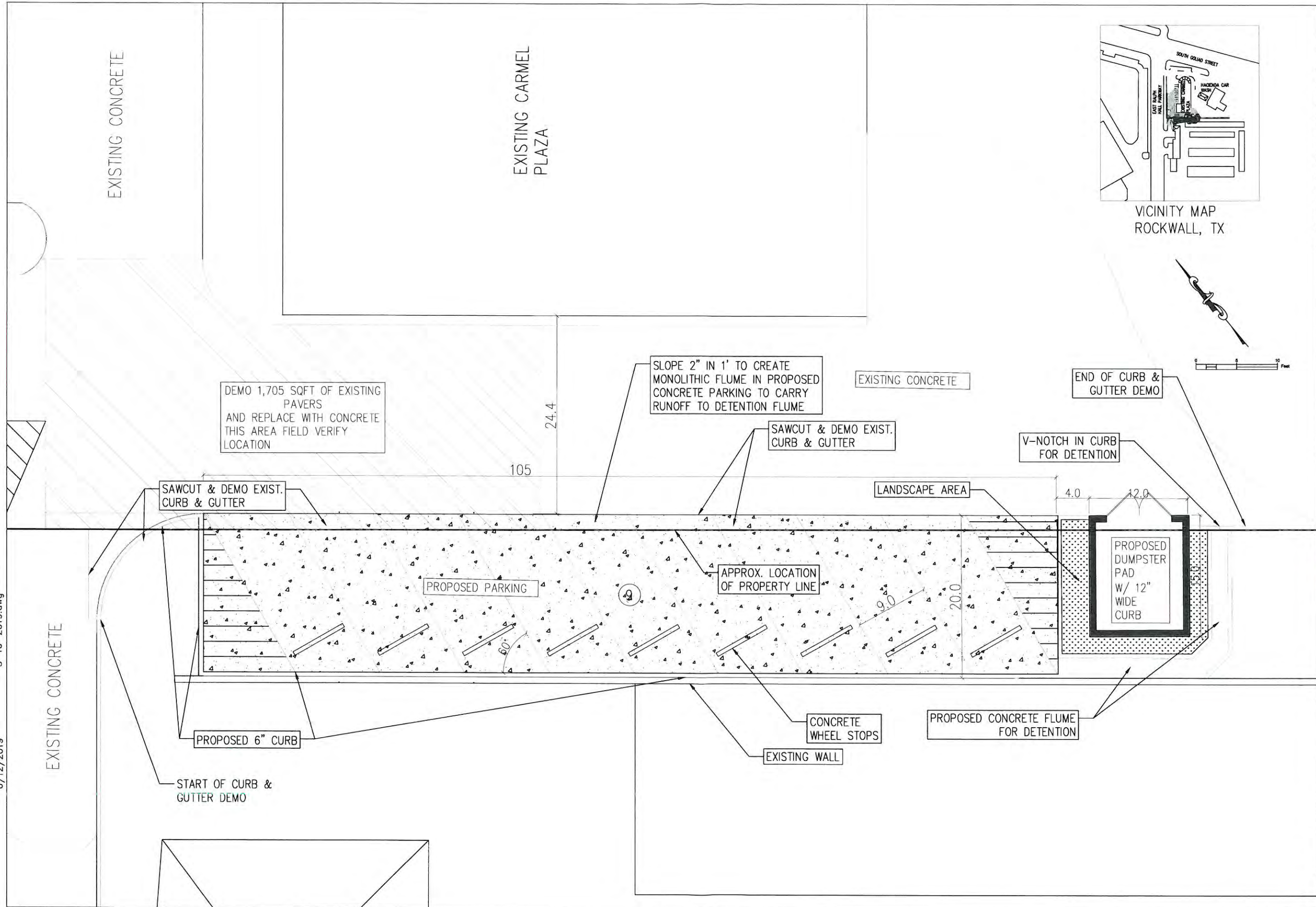
## City of Rockwall

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.





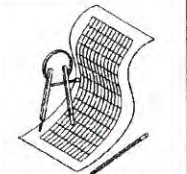


VICINITY MAP  
ROCKWALL, TX

0 5 10 Feet

PERMIT 5/20/2019  
ISSUED FOR: DATE:

CARMEL PLAZA  
ROCKWALL, TX



**DYNAMIC**  
*Engineering*  
*Consultants*  
PLLC

PROFESSIONAL  
ENGINEERING  
SERVICES  
200 S. HILLCREST DRIVE  
SULPHUR SPRINGS, TX  
75482

TEL: 936-913-3773  
TEL: 936-913-3444  
E-MAIL: jburnett@dynamic-engineering.net  
WEB: www.dynamic-engineering.net



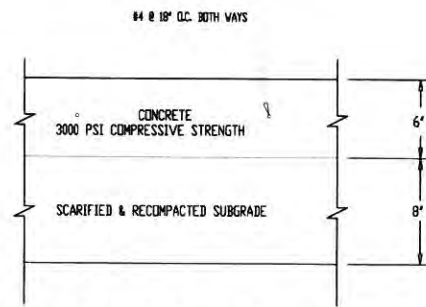
	NAME	DATE
DRAWN	SR GREGORY	6/12/2019
CHECKED		
ENG APPR	JW BURNETT	6/12/2019
Q.A.		

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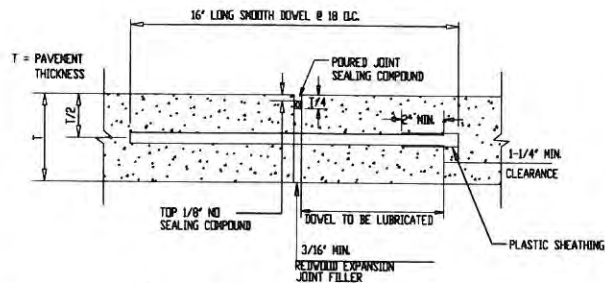
SITE PLAN  
PROJECT # 6315  
SHEET NUMBER

C1.0



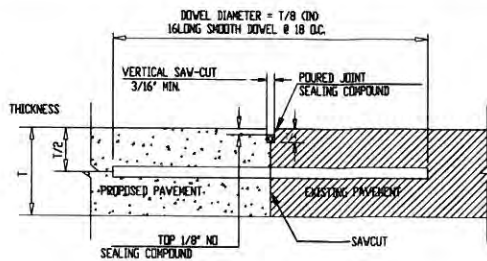


DRIVE ISLE & PARKING SECTION DETAIL  
SCALE: NONE



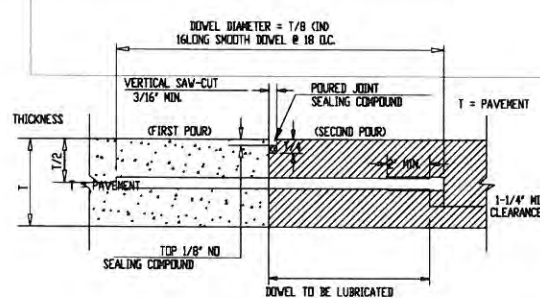
NOTE:  
1. DOVELS SHALL BE SUPPORTED BY AN APPROVED DEVICE.  
2. TO BE PLACED ON A GRID PATTERN WITH MAX. OF 180" O.C.E.V.

PAVEMENT EXPANSION JOINT



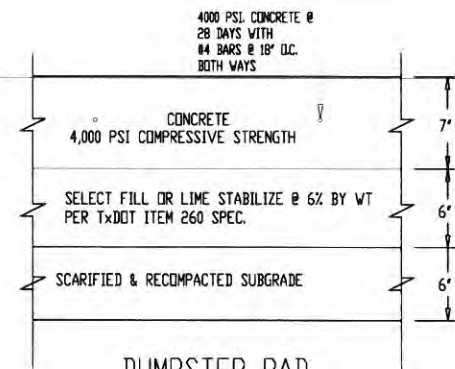
NOTE:  
1. DOVEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG.  
2. DRILLING BY HAND IS NOT ACCEPTABLE. PUSHING DOVEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE.  
3. TO BE USED WHEREVER NEW CONCRETE PAVEMENT IS TO BE PLACED ADJACENT TO EXISTING CONCRETE PAVEMENT.

PAVEMENT BUTT JOINT

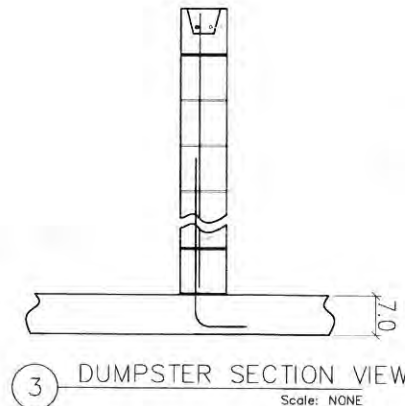


NOTE:  
1. DOVELS SHALL BE SUPPORTED BY AN APPROVED DEVICE.  
2. TO BE USED BETWEEN NEW AND RECENTLY COMPLETED POURS.

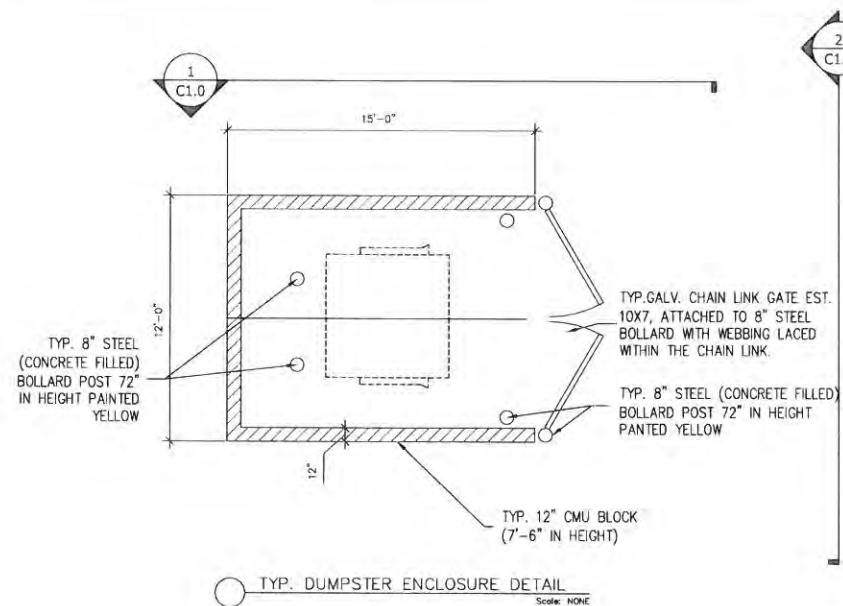
PAVEMENT CONSTRUCTION JOINT



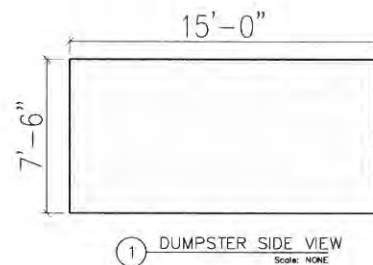
DUMPSTER PAD  
SCALE: NONE



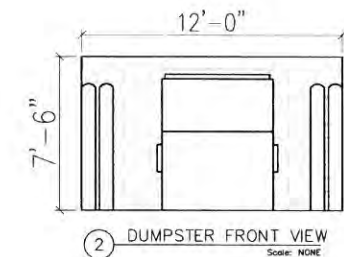
3 DUMPSTER SECTION VIEW  
Scale: NONE



TYP. DUMPSTER ENCLOSURE DETAIL  
Scale: NONE



1 DUMPSTER SIDE VIEW  
Scale: NONE



2 DUMPSTER FRONT VIEW  
Scale: NONE

PERMIT 5/20/2019  
ISSUED FOR: DATE:

CARMEL PLAZA  
ROCKWALL, TX



PROFESSIONAL ENGINEERING SERVICES  
200 S. HILLCREST DRIVE  
SULPHUR SPRINGS, TX 75482  
TEL: 803-513-3773  
TEL: 803-383-3444  
E-MAIL: jburnett@dynamic-engineering.net  
WEB: www.dynamic-engineering.net  
FIRM REGISTRATION # F-8215



NAME	DATE
DRAWN SR GREGORY	5/20/2019
CHECKED	
ENG APPR J W BURNETT	5/20/2019
Q.A.	

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PAVING PLAN  
PROJECT # 6315  
SHEET NUMBER



Carmel Plaza Grading & Drainage.dwg

1/31/2019

EXISTING CONCRETE

DEMO 1,705 SQFT OF EXISTING PAVERS AND REPLACE WITH CONCRETE THIS AREA FIELD VERIFY LOCATION

PROPOSED PARKING

EXISTING CONCRETE

V-NOTCH IN CURB FOR DETENTION

PROPOSED DUMPSTER PAD W/ 8" WIDE CURB

## LEGEND

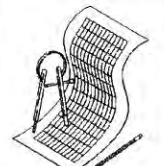
- PRE-CONSTRUCTION DRAINAGE DIVIDE
- POST-CONSTRUCTION DRAINAGE DIVIDE
- FLOW LINE ARROW
- 479.00--- EXISTING CONTOUR LINES
- 479.00--- PROPOSED CONTOUR LINES
- ⊕ AREA DESIGNATOR
- ⊕ FLOW RATE Q (CFS)
- ⊕ DIRECTION OF FLOW
- L.D.---L.D. LIMITS OF DISTURBANCE
- SF---SF SILT FENCE
- 1.0--- EXISTING FLOW DIRECTION WITH % SLOPE
- 1.0--- PROPOSED FLOW DIRECTION WITH % SLOPE
- TW 479.00 ⊕ TOP OF WALL ELEVATION
- BW 479.00 ⊕ BOTTOM OF WALL ELEVATION
- BC 479.00 ⊕ BACK OF CURB ELEVATION
- EC 479.00 ⊕ EXISTING GROUND ELEVATION
- FC 479.00 ⊕ FINISH FLOOR ELEVATION

## SITework NOTES

- PROPOSED GRADES ARE TO BE ATTAINED BY RESHAPING EXISTING SITE BY CUT AND FILL OPERATIONS. FILL OPERATIONS ARE TO BE ACCOMPLISHED BY PLACING MATERIAL IN 6-INCH LIFTS AND COMPACTING TO 95% DENSITY AS DETERMINED BY ASTM D698. SITE SHALL BE CLEARED & GRUBBED IF APPLICABLE SCARIFIED & TOPSOIL REMOVED PRIOR TO CONSTRUCTION. TOPSOIL AS REQUIRED FOR PLANTING SHALL BE STOCKPILED ON-SITE & REUSED. DISPOSE OF EXCESS SITE MATERIALS. EXCESS TOPSOIL REMOVED FROM THE SITE WHICH MUST BE REPLACED FOR SITE PLANTING & LANDSCAPING SHALL BE REPLACED WITH SIMILAR QUALITY MATERIALS AT CONTRACTOR'S EXPENSE. IMPORT FILL MATERIALS SHALL BE SELECT FILL SANDY CLAY OR CLAYEY SAND MATERIALS MEETING THE REQUIREMENTS OF THE GEOTECHNICAL REPORT.
- FOUR (4) INCHES OF TOPSOIL SHALL BE RETURNED TO AREAS TO BE SEEDDED OR SODDED AND FERTILIZED TO ACHIEVE FINISHED GRADES.
- MAXIMUM CUT OR FILL SLOPES ARE NOT TO EXCEED 4 FT. HORIZONTAL TO 1 FT. VERTICAL, UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR TO BE RESPONSIBLE FOR EROSION CONTROL DURING AND AFTER CONSTRUCTION, UNTIL COVER IS ESTABLISHED & EROSION STABILIZATION HAS STABILIZED. CONTRACTOR SHALL FURNISH TEMPORARY SILT CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) AS REQUIRED DURING CONSTRUCTION & SHALL REMOVE THESE TEMPORARY MEASURES AFTER COVER IS ESTABLISHED. THIS PROJECT RESULTS IN THE TOTAL DISTURBANCE OF LESS THAN 1 ACRES OF GROUND SURFACE. TCEQ STORM WATER PERMIT REQUIREMENTS ARE NOT APPLICABLE.
- MAINTAIN SITE IN "FIRST CLASS" CONDITION. THE WORK SITE SHALL BE CLEANED UP AT THE END OF EACH DAY.
- INSURE THAT NO DRAINAGE ON OR OFF THE SITE IS BLOCKED BY PROPOSED CONSTRUCTION. FINISHED GRADES ARE TO BE SLOPED TO PROVIDE PROPER DRAINAGE.
- PROTECT EXCAVATIONS FROM FLOODING DUE TO GROUNDWATER INFILTRATION AND RUNOFF.
- NEAR COMPLETION OF WORK, REMOVE ALL SITE/ CONSTRUCTION DEBRIS AND FINE GRADE ALL DISTURBED AREAS IN PREPARATION FOR LANDSCAPING, HYDROMULCH SEEDING OR SODDING.
- UPON SUBSTANTIAL COMPLETION AND APPROVAL OF FINAL GRADING, HYDROMULCH SEED & FERTILIZE ALL AREAS WHERE CONSTRUCTION HAS DISTURBED SOIL. GRASS AREAS SHOWN ON LANDSCAPE PLAN SHALL BE SODDED IN ACCORDANCE WITH LANDSCAPE SPECIFICATIONS. AREAS WITH FINISH GRADES EXCEEDING 8 TO 1 & DRAINAGE SWALES SHALL ALSO BE SODDED PER LANDSCAPING SPECIFICATIONS, OTHER DISTURBED AREAS WILL BE HYDROMULCH SEEDING WITH SAHARA BERMUDA.
- EXCESS EXCAVATED MATERIAL AND DEBRIS IS TO BE REMOVED FROM SITE AND DISPOSED OF.
- CONTRACTOR TO PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAYS.
- DROP-OFFS GREATER THAN 2 INCHES ADJACENT TO THE EXISTING STREETS WILL NOT BE ALLOWED TO REMAIN OPEN OVERNIGHT.
- DRESS-UP AND CLEAN-UP PERIMETER TRANSITION AROUND SITE.
- VERIFY FLOW LINES OF ALL CULVERTS AND CURB LINES PRIOR TO CONSTRUCTION.
- ANY ROOTS, TRASH OR OTHER MATERIALS EXPOSED OR UNCOVERED DURING SITE WORK SHALL BE REMOVED & DISPOSED OF.
- PAVEMENT MARKING SHALL BE 4" WIDE STRIPES APPLIED IN TWO COATS OF REFLECTIVE YELLOW TRAFFIC MARKING PAINT. SURFACES TO BE CLEAN AND DRY PRIOR TO APPLICATION.

PERMIT 5/20/2019  
ISSUED FOR: DATE:

CARMEL PLAZA  
ROCKWALL, TX



**DYNAMIC**  
Engineering  
Consultants  
LLC

PROFESSIONAL  
ENGINEERING  
SERVICES

200 S. HILLCREST DRIVE  
SULPHUR SPRINGS, TX  
75482

TEL: 803-913-3773

TEL: 803-382-3444

E-MAIL: jburnett@dynamic-engineering.net

WEB: www.dynamic-engineering.net

FIRM REGISTRATION # F-8215



NAME	DATE
DRAWN SR GREGORY	5/20/2019
CHECKED	
ENG APPR JW BURNETT	5/20/2019
O.A.	

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GRADING & DRAINAGE PLAN  
PROJECT # 6315  
SHEET NUMBER

C3.0



## PARKING, INGRESS AND EGRESS EASEMENT AGREEMENT

This PARKING, INGRESS AND EGRESS EASEMENT AGREEMENT (the "Agreement") is executed to be effective as of June 1, 2019, by DALLAS EAST, a California general partnership ("Declarant"), having an address of 1445 W. San Carlos Street, San Jose, California 95126-3232

### Recitals:

WHEREAS, Declarant is the owner of that certain real property located in Rockwall, Rockwall County, Texas, together with the improvements located thereon more particularly described on Exhibit A attached hereto and made a part hereof (the "Carmel Plaza Tract"); and

WHEREAS, Declarant is also the owner of that certain real property located in Rockwall, Rockwall County, Texas, together with the improvements located thereon more particularly described on Exhibit B attached hereto and made a part hereof (the "Vault Tract", and collectively with the Carmel Plaza Tract, the "Tracts" and individually, a "Tract"); and

WHEREAS, Declarant, as part of planned renovations on the Carmel Plaza Tract, intends, among other things, to construct additional parking facilities located partially on the Vault Tract consisting of 9 parking spaces identified on Exhibit C attached hereto and made a part hereof adjacent to the space identified thereon as "Existing The Vault Storage" (the "Parking Facilities") for use by (i) Declarant as owner of the Carmel Plaza Tract, (ii) all future owners of the Carmel Plaza Tract (Declarant, as owner of the Carmel Plaza Tract, and any such future owner, the "Carmel Plaza Owner") and the Carmel Plaza Owner's tenants, and their respective customers, guests and invitees, of the Carmel Plaza Tract (collectively, the "Carmel Plaza Users"), which Parking Facilities will require construction, maintenance, ingress and egress easements over the Vault Tract as provided herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Tracts shall be held, sold, conveyed and occupied subject to the following, which are intended to protect the value and desirability of the Tracts:

1. Creation of Easements. To facilitate the construction of the Parking Facilities and the use of the Parking Facilities by the Carmel Plaza Owner and the Carmel Plaza Users, Declarant hereby:

(a) encumbers the Vault Tract with an easement for construction of that portion of the Parking Facilities located on the Vault Tract (the "Parking Easement") for the benefit of the Carmel Plaza Owner and the Carmel Plaza Users; and

(b) encumbers the Vault Tract with a non-exclusive and permanent easement for vehicular and pedestrian ingress and egress across the Vault Tract (the "Access Easement", and collectively with the Parking Easement, the "Easement") for the benefit of the Carmel Plaza Owner and the Carmel Plaza Users.



acquiring an interest in a Tract; and (c) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees. Each Owner agrees that on conveyance of all or any part of a Tract, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Agreement. On such acquisition by a grantee of a Tract, the conveying Owner will thereafter be released from any obligation under this Agreement arising thereafter with respect to the Tract, so conveyed.

7. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Tracts, to the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to the private use of the Carmel Plaza Owner and the Carmel Plaza Users. This Agreement is intended to inure to the benefit of and be binding on the Owners and their respective successors, assigns and mortgagees.

8. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of all of the Owners of those portions of the Tracts affected thereby. No tenant, licensee or other person having only a possessory interest in the improvements constructed on a Tract will be required to join in the execution of or consent to any action of the Owners taken pursuant to this Agreement nor will any tenants be entitled to enforce the provisions of this Agreement.

9. Default; Remedies. The Owners agree that the provisions of this Agreement may be enforced as follows:

(a) Injunctive Relief. In the event of any violation or threatened violation by any Owner of any of the provisions of this Agreement, in addition to the right to collect damages, each Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the Owner claimed to have committed such violation.

(b) Self Help. In the event any Owner fails to perform any of the provisions of this Agreement, any other Owner directly affected by any act or omission of the defaulting Owner will have the right, without being obligated to do so, to enter upon the applicable Tract of such defaulting Owner and perform the obligations of the defaulting Owner hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting Owner not less than ten (10) days prior to the commencement of such action or not less than twenty-four (24) hours prior to such commencement if, in the reasonable judgment of the Owner giving notice, such default is of an emergency nature. During such ten (10) day or twenty-four (24) hour period, as the case may be, the defaulting Owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of such other Owner to perform the obligation of the defaulting Owner will terminate. If an Owner elects to perform the action to have been performed by a defaulting Owner, on completion of such action, or from time to time, if the action is of a continuing nature, an itemized statement of the cost thereof will be submitted to the defaulting Owner and the amount thereof will be immediately due and payable by the defaulting Owner which amount will bear interest at the rate of fifteen percent (15%) per annum until paid.

(g) Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

(h) Time. Time is the essence of this Agreement.

(i) Binding Effect. The provisions of this Agreement will be binding on the Owners and their respective successors, assigns and mortgagees to the extent herein provided.

**Exhibit B**

**Legal Description of the Vault Tract**

**Lot 1, Block C of ROCKWALL BUSINESS PARK EAST, and Addition to the City of Rockwall, Rockwall County, Texas according to the Plat thereof recorded, in Book B, Page 37 of the Plat Records of Rockwall County Texas.**



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# CITY OF ROCKWALL

## CITY COUNCIL MEMORANDUM

### 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

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

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

**DATE:** July 1, 2019

**SUBJECT:** MIS2019-003; 424 Nicole Drive

---

On June 14, 2019, the applicant, Mike Mishler on behalf of Jose Carmona Lopez, submitted an appeal requesting the City Council allow an *On-Site Sewage Facility* (OSSF) on the subject property at 424 Nicole Drive. The subject property consists of two (2) lots and is approximately 0.33-acres. According to Section 44-243(c) of Chapter 44, *Utilities*, of the Municipal Code of Ordinances, “(n)o permit for the installation of an on-site sewage facility (OSSF) will be issued for property of less than 1½ acres, unless an exception is granted by the City Council on the grounds that undue hardship will be created if said lot is not connected to an OSSF.” Currently, the majority of the Lake Rockwall Estates Subdivision has access to the City’s existing sanitary sewer infrastructure; however, Renee Drive, Nicole Drive, Russell Drive, and portions of Wayne Drive are currently not served by this infrastructure. In this case, the applicant’s property is located along Nicole Drive, and the City’s wastewater services cannot effectively be extended to the subject property. With this being said, any request for an exception to have an OSSF is a discretionary decision for the City Council.

In all exception cases dealing with requests for OSSFs, the Municipal Code of Ordinances requires the City Council to hold a public hearing prior to acting on the request. Section 44-243(c) also requires a notice of public hearing be sent out to all property owners within 200-feet of the applicant’s property ten (10) days prior to the public hearing date. On June 17, 2019, staff mailed the notice of public hearing to 44 property owners and residents within 200-feet of the subject property. Currently, staff has not received any returned notices. Should the City Council have any questions concerning the applicant’s request staff will be available at the July 1, 2019 City Council meeting.





## 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.



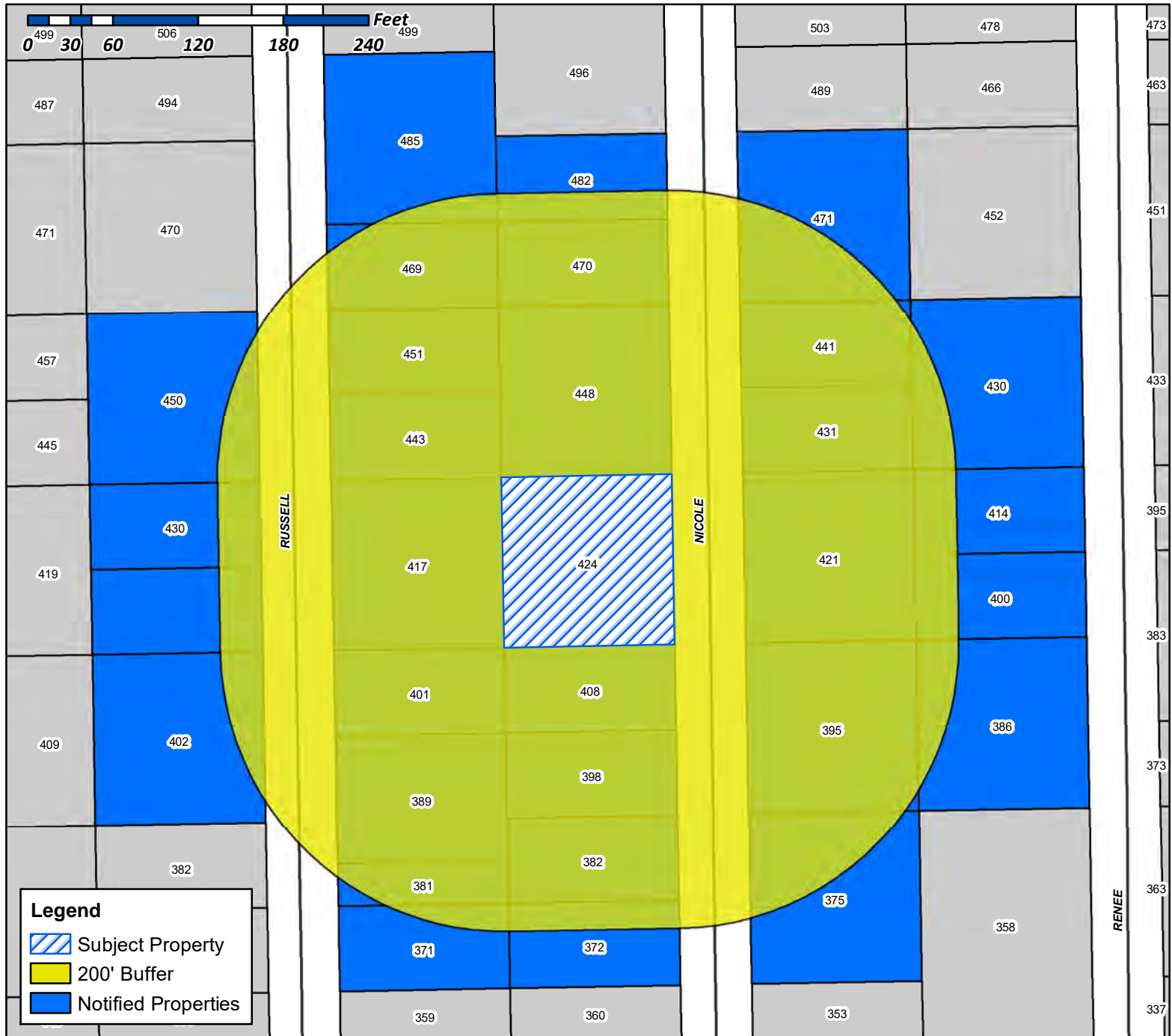
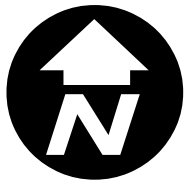




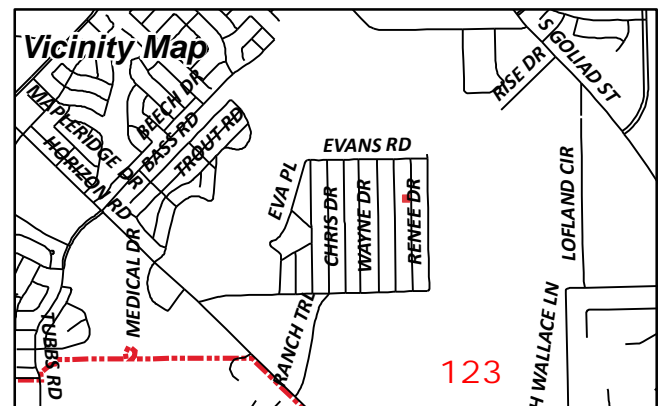
# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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**Case Number:** MIS2019-003  
**Case Name:** OSSF for 424 Nicole Drive  
**Case Type:** Miscellaneous  
**Zoning:** PD-75  
**Case Address:** 424 Nicole Drive



**Date Created:** 6/17/2019  
**For Questions on this Case Call** (972) 771-7745



VALDEZ JOSE G  
10296 CR 2440  
ROYSE CITY, TX 75189

OLIVARES JAIME B & MARTINA G  
1209 QUAIL DR  
GARLAND, TX 75040

CRUZ MARIA D  
212 LYNNE DR  
ROCKWALL, TX 75032

LOPEZ JOSE CARMONA  
221 NICOLE  
ROCKWALL, TX 75032

CASTILLO JOSE  
LUZ DELGAEDO  
2847 TANGLEGLN DR  
ROCKWALL, TX 75032

JIMENEZ RICARDO  
330 RENEE DR  
ROCKWALL, TX 75032

RAMIREZ RAUL MEDINA  
358 EVANS RD  
ROCKWALL, TX 75032

CONTRERAS NORMA  
360 NICOLE DR  
ROCKWALL, TX 75032

BARRIENTOS ERIKA  
3701 W. ROCHELLE RD  
IRVING, TX 75062

CURRENT RESIDENT  
371 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
372 NICOLE DR  
ROCKWALL, TX 75032

MCLOUD JOY ANN  
375 NICOLE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
381 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
382 NICOLE  
ROCKWALL, TX 75032

CURRENT RESIDENT  
386 RENEE DR  
ROCKWALL, TX 75032

AYALA MARIA LETICIA  
389 RUSSELL DR  
ROCKWALL, TX 75032

SANCHEZ ARNULFO AND ORALIA VARGAS  
395 NICOLE DR  
ROCKWALL, TX 75087

SANCHEZ ARNULFO & ORALIA  
398 NICOLE DR  
ROCKWALL, TX 75032

GUERRERO ALVARO AND  
MARGARITA CASTILLO  
400 RENEE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
401 RUSSELL DR  
ROCKWALL, TX 75032

ESQUIVEL DOLORES PALACIOS  
BERTHA ESQUIVEL  
402 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
408 NICOLE  
ROCKWALL, TX 75032

ZAVALA JUANA HORTA  
410 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
414 RENEE DR  
ROCKWALL, TX 75032

GUEVAICIA GILDARDO  
417 RUSSELL DR  
ROCKWALL, TX 75032

DELGADO FRANCISCO PEREZ &  
GUADALUPE PEREZ  
421 NICOLE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
424 NICOLE  
ROCKWALL, TX 75032

CURRENT RESIDENT  
430 RUSSELL DR  
ROCKWALL, TX 75032

LOPEZ SILVIA  
430 RENEE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
431 NICOLE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
441 NICOLE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
443 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
448 NICOLE DR  
ROCKWALL, TX 75032

VALDEZ EUSEBIO  
450 RUSSELL DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
451 RUSSELL DR  
ROCKWALL, TX 75032

SOSA LORENA  
469 RUSSELL DRIVE  
ROCKWALL, TX 75032

CURRENT RESIDENT  
470 NICOLE  
ROCKWALL, TX 75032

CURRENT RESIDENT  
471 NICOLE DR  
ROCKWALL, TX 75032

CURRENT RESIDENT  
482 NICOLE DR  
ROCKWALL, TX 75032

TELL MARK ALLEN  
485 RUSSELL DR  
ROCKWALL, TX 75032

ROCKWALL LAKE PROPERTIES  
5713 SECREST DRIVE CT  
GOLDEN, CO 80403

MUNROE MYLES DR  
BAHAMAS FAITH MINISTRIES INTER  
P O BOX N-9583  
NASSAU, BAHAMAS,

DRCE TRUST  
PO BOX 2051  
DEL MAR, CA 92014

COLUNGA BERNABE ESTATE  
MARINA COLUNGA INDEPENDENT EXECUTOR  
PO BOX 63  
ROYSE CITY, TX 75189



# NOTICE OF PUBLIC HEARING

## CITY OF ROCKWALL, PLANNING & ZONING DEPARTMENT

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

To Whom It May Concern:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

**Case No. MIS2019-003: OSSF for 424 Nicole Drive**

*Hold a public hearing to discuss and consider a request by Jose Carmona Lopez for the approval of an On-Site Sewage Facility (OSSF) on a 0.33-acre tract of land identified as Lots 1325 & 1326, Rockwall Lake Properties Development No. 2 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 75 (PD-75) for Single-Family 7 (SF-7) District land uses, addressed as 424 Nicole Drive, and take any action necessary.*

For the purpose of considering the effects of such a request, the City Council will hold a public hearing on **Monday, 7/1/19 at 6:00 p.m.** This hearing will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Ryan Miller**  
**Rockwall Planning and Zoning Dept.**  
**385 S. Goliad Street**  
**Rockwall, TX 75087**

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by **7/1/2019** to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning

USE THIS QR CODE  
TO GO DIRECTLY  
TO THE WEBSITE



MORE INFORMATION ON THIS CASE CAN BE FOUND ON THE CITY'S WEBSITE:  
[HTTPS://SITES.GOOGLE.COM/SITE/ROCKWALLPLANNING/DEVELOPMENT-CASES](https://sites.google.com/site/rockwallplanning/development-cases)

----- PLEASE RETURN THE BELOW FORM -----

**Case No. MIS2019-003: OSSF for 424 Nicole Drive**

Please place a check mark on the appropriate line below:

- ☐ I am in favor of the request for the reasons listed below.
- ☐ I am opposed to the request for the reasons listed below.


<b>Name:</b>	
<b>Address:</b>	

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

**From:** [Brooks, Korey](#)  
**To:** [Miller, Ryan](#)  
**Subject:** FW: 424 Nicole  
**Date:** Wednesday, June 19, 2019 11:17:40 AM

---

Planning  
and  
Zoning Department  
Korey M. Brooks, AICP  
Senior Planner  
City of Rockwall  
385 S. Goliad  
Rockwall, Texas 75087  
T 972.772.6434  
kbrooks@rockwall.com  
<http://www.rockwall.com/planning/>

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

From: MIKE MISHLER [<mailto:mishlerbuilders@sbcglobal.net>]  
Sent: Wednesday, June 19, 2019 11:17 AM  
To: Brooks, Korey <kbrooks@rockwall.com>  
Subject: 424 Nicole

Korey

We are requesting approval for an OSSF for a new home at this address based on the design by a licensed sanitation engineer.

Thank you  
Mike Mishler  
Mishler Builders, Inc  
214-502-3895

Sent from my iPhone



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**CITY OF ROCKWALL**  
CITY COUNCIL MEMORANDUM

**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

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

**FROM:** David Gonzales, *Planning and Zoning Manager*

**DATE:** July 1, 2019

**SUBJECT:** MIS2019-005; *Alternative Tree Mitigation Settlement Agreement*

---

The applicant, John Delin of R. W. Ladera, LLC, is requesting an *Alternative Tree Mitigation Settlement Agreement* in conjunction with the Ladera of Rockwall Addition for the purpose of offsetting a portion of the required tree mitigation. Specifically, the applicant is requesting relief associated with the trees (*i.e.* 699.5-caliper inches of trees) that will be removed to construct an off-site, 12-inch sanitary sewer line that will serve the development. On June 26, 2018, the Planning and Zoning Commission approved an amended treescape plan allowing for the removal of an additional 977.75-caliper inches that were associated with the construction of this sanitary sewer line. This approval brought the total mitigation balance due to 1,443.25 caliper-inches. On March 12, 2019, a revised treescape plan was submitted with the final plat application [Case No. P2019-010] indicating the need for the removal of an additional 283.5-caliper inches of tree to allow the installation of the 12-inch sanitary sewer line. This increased the total mitigation balance due to 1,726.75-caliper inches. Currently, the applicant's approved mitigation plan calls for providing all 1,726.75-caliper inches on-site.

The applicant's proposal requests that the City Council consider one (1) of the two (2) following alternatives:

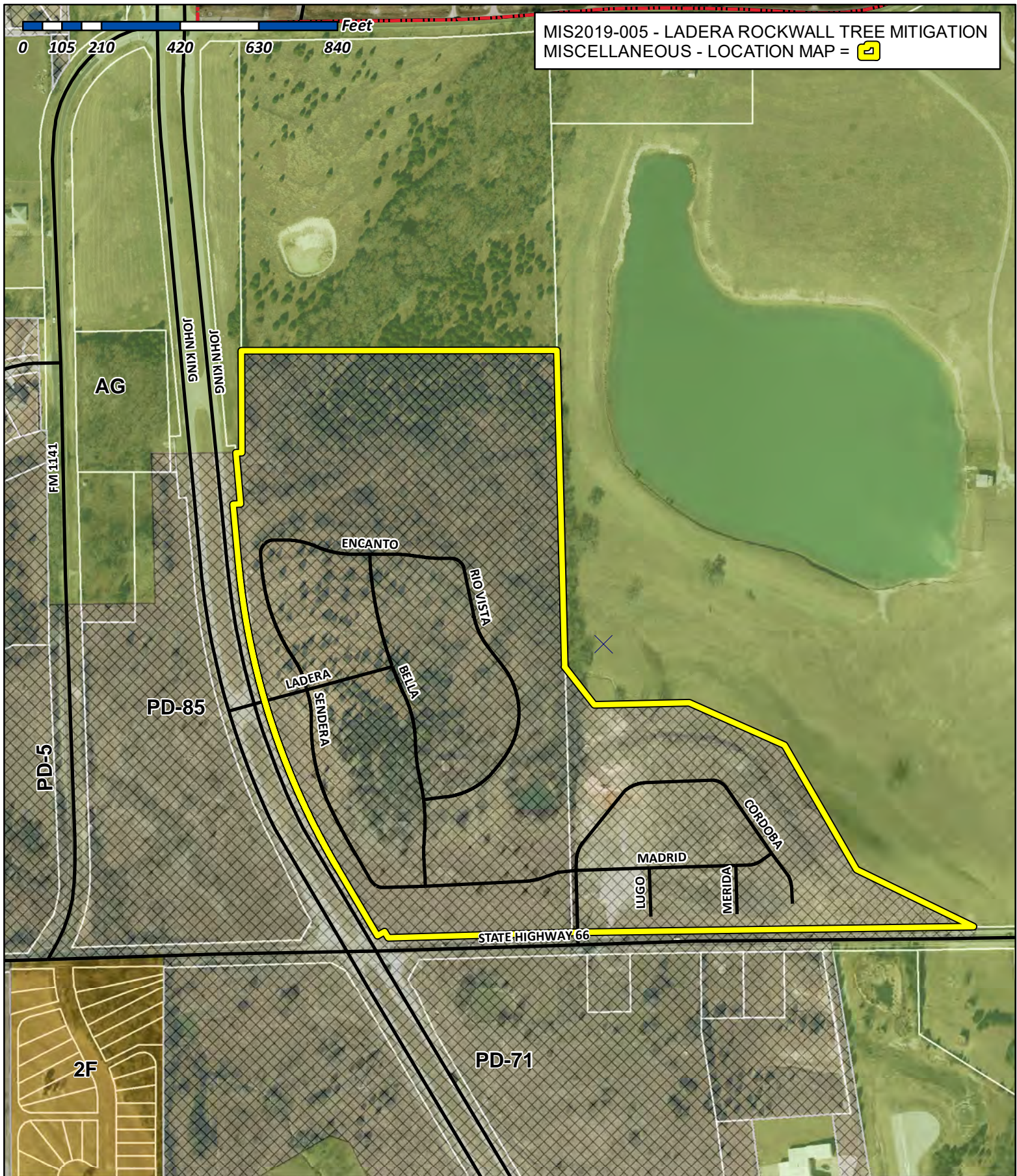
1. The City Council waive the 699.5-caliper inches associated with the offsite installation of the 12-inch sanitary sewer line; or,
2. The City Council consider reducing the tree mitigation balance associated with the off-site improvements by  $\frac{1}{2}$  the amount (*i.e.* 349.75-caliper inches). This balance would then be donated to the Parks Department to save the applicant the expense of planting and caring for the trees on-site.

If the City Council does not approve one (1) of the two (2) alternatives, the applicant has stated that they intend to provide the full balance to the Parks Department to be used in other areas of the City. According to Section 7, *Alternative Tree Mitigation Settlement Agreement*, of Article X, of the *Unified Development Code* (UDC), the City Council -- upon recommendation from the Planning and Zoning Commission -- may consider an *Alternative Tree Mitigation Settlement Agreement* where, due to hardship, the applicant is unable to meet the requirements of this article or where it is determined that adherence to the tree mitigation requirements will create a hardship for an applicant. Attached to this memo is the applicant's letter requesting the alternatives and an exhibit indicating the tree's that will be required to be removed with the 12-inch sanitary sewer line.

On June 25, 2019 the Planning and Zoning Commission' motion to recommend approval of Option #2 failed to be approved by a vote of 3 to 4, with Commissioners Womble, Logan, Lyons, and Fishman dissenting. A second motion to recommend approval of Option #3 for an *Alternative Tree Mitigation Settlement Agreement* was approved by a vote of 5 to 2, with Commissioners Welch and Moeller dissenting. This option is to provide the full balance of 699.5-caliper inches to the Parks and Recreations

Department for their use in other areas of the City. Attached to this memo is the applicant's letter of request, the revised treescape plan and landscape plan. The approval of the applicant's request is a discretionary decision for the City Council.





## 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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## Gonzales, David

---

**From:** Miller, Ryan  
**Sent:** Wednesday, April 17, 2019 11:51 AM  
**To:** Gonzales, David  
**Subject:** Fwd: Request for Hearing on Tree Mitigation

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Attached is John Delin's request. I will prepare a caption this afternoon. Thanks.

### **Ryan C. Miller, AICP**

Director of Planning and Zoning  
Planning and Zoning Department  
City of Rockwall, Texas

*Please excuse any errors, this was sent from my mobile device.*

----- Original message -----

From: John Delin <john@integritygroups.com>  
Date: 4/17/19 10:16 AM (GMT-06:00)  
To: "Miller, Ryan" <RMiller@rockwall.com>  
Subject: Request for Hearing on Tree Mitigation

Ryan,

Per our phone call earlier, we are submitting a request to have a hearing on the Tree Mitigation associated with our Ladera Rockwall project, *only* in reference to the Offsite Utilities portion of the project.

As you know we are installing \$500,000 for water & sewer expansion for the City which will feed future growth and unfortunately receive no Pro-rata return for this work. Additionally we are faced with almost 500 inches of tree mitigation for areas which there is considerable tree growth anyway. We would propose;

1. A waiver of the Mitigation in Total for the Offsite Utility portion of the project or,
2. Reduce by ½ the amount to be Mitigated and provide the balance as a donation to the City for its use, without us expensing the cost for labor for planting and care.
3. Provide the appropriate number of inches in a donation to the City for use in other areas, without us expensing the cost for labor for planting and care.

Let me know if we can get this on the agenda.

Best,

John Delin

817.252.4281 **D**  
817.919.8111 **C**  
[john@integritygroups.com](mailto:john@integritygroups.com)

[IntegrityGroups.com](http://IntegrityGroups.com) | [LaderaTexas.com](http://LaderaTexas.com)

**361 W Byron Nelson Blvd Ste. 104, Roanoke, TX 76262**  
Main Office (817) 430-3318



**Confidentiality Notice:**

*This e-mail and any attachments may contain confidential and/or copyright protected information and is intended for the sole use of recipient and may not be used, altered, distributed or changed without expressed written permission from sender. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination, use, reproduction or forwarding of this information by a person other than the intended recipient is unauthorized and may be illegal. Unless otherwise stated, opinions expressed in this e-mail are those of the author and may not reflect the view or opinions of Integrity Group, LLC, or any party it is representing. This email and any attachments is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510 et seq.*



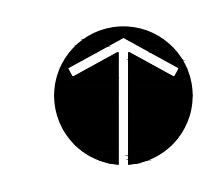
Approx. Limits of 100-Year Fully Developed Floodplain per Ultimate model. Refer to "Hydrologic and Hydraulic study in support of Ladera Rockwall Development" prepared by JEA-HydroTech Engineering, Inc. Dated March 13, 2019.

LEGEND

- PROTECTED TREE TO REMAIN
- PROTECTED TREE TO BE REMOVED
- TREE PROTECTION FENCING (TPF)
- OFF-SITE SEWER EASEMENT AREA
- AREAS DIRECTLY AFFECTED BY OFF-SITE SEWER LINE

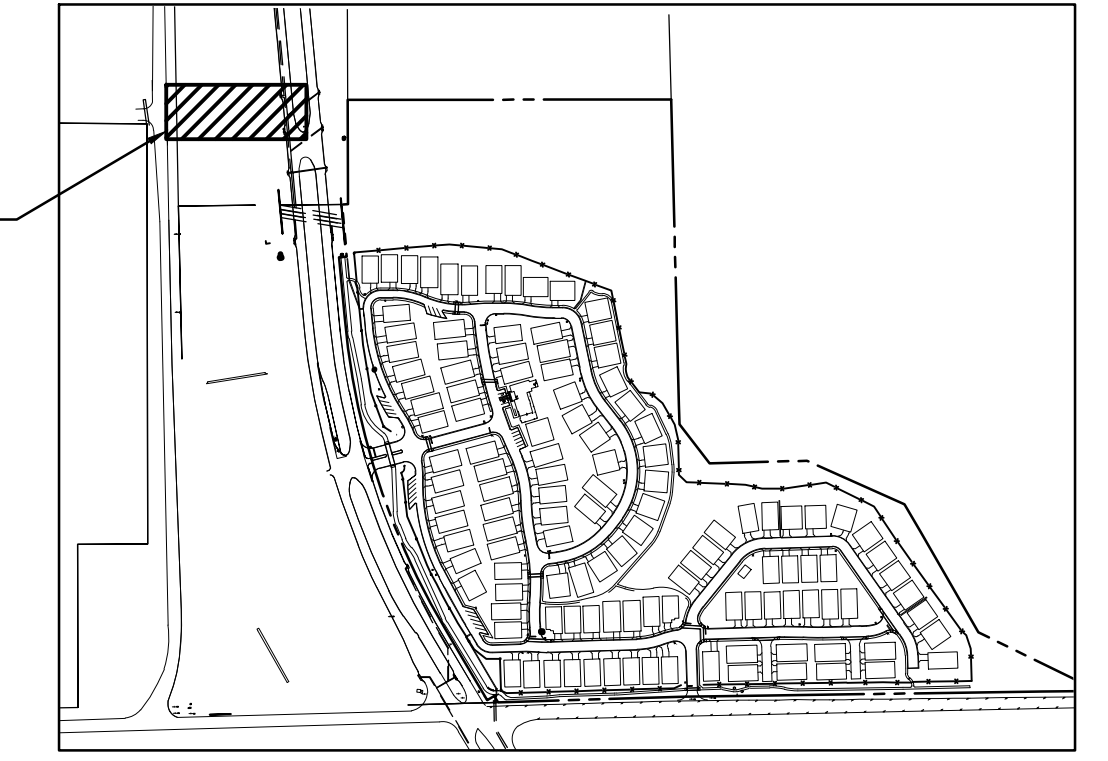
NOTE: 301 PROTECTED INCHES ARE PROPOSED FOR REMOVAL OUTSIDE OF THE OFF-SITE SEWER EASEMENT DUE TO GRADING SPECIFICALLY REQUIRED FOR PROPOSED SEWER LINE.

NORTHWEST OFF-SITE SEWER CONNECTION

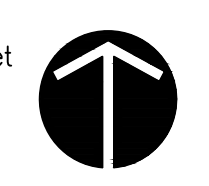


30 0 30 60 90 Feet  
SCALE: 1"=30'

CONTEXT MAP



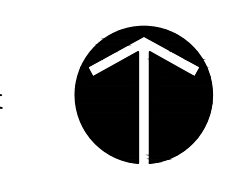
500 0 500 1000 1500 Feet  
SCALE: 1"=500'



OFF-SITE SEWER MITIGATION TOTALS:  
WITHIN SEWER EASEMENT: 398.5 inches removed  
OUTSIDE SEWER EASEMENT: 301 inches removed

MAIN SITE OF DEVELOPMENT

80 0 80 160 240 Feet  
SCALE: 1"=80'



The John R. McAdams Company, Inc.  
(DBA, G&A | McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
972.436.9712  
201 Country View Drive  
Roanoke, Texas 76262  
940.240.1012  
TBP# 19762 TBP# 10194440  
www.gacon.com  
www.mcadamsco.com



Off-Site Sewer Tree Removal  
Ladera Rockwall

Town of Rockwall  
Rockwall County, Texas

G&A Job No. 17191 Date: April 24, 2019 By: vc  
Z:\2017\17191\Drawings\VP & Const Plans\Sheets\17191 TS.dwg  
This concept plan is intended for conceptual developmental use and shall not be interpreted as an official or submitted document. All aerial and map images were attained from best available information. This plan is subject to change.



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**City of Rockwall**  
*The New Horizon*

## **MEMORANDUM**

---

**TO: City Council**

**FROM: Joey Boyd, Assistant City Manager**

**DATE: June 26, 2019**

**SUBJECT: Replacement of Outdoor Emergency Warning Sirens**

---

The City of Rockwall currently has 14 outdoor emergency warning sirens throughout the city. These sirens are intended to warn citizens that an imminent threat of severe weather is approaching and to take cover inside a building.

In 2019, there have been many issues arise with some of the older sirens in the system. The siren on SH 205 / Emma Jane has a horn motor that is dead and the siren is completely inoperable. Two others are located in areas that cover The Shores neighborhood and the Chandlers Landing neighborhood. The Shores horn has electrical issues that has caused a loss of 70% of its normal functionality. The Chandlers siren is old as well. Replacement parts for these sirens are difficult to find and they are often not serviceable due to their age. All three sirens are believed to be more than 30 years old. It is proposed to replace these sirens with new American Signal models that provide 4500 feet diameter of coverage.

Additionally, the City installed 2 new solar powered outdoor emergency warning sirens in 2013 at the intersection of FM 1141 / John King Blvd and at the water tower site at North Country Lane / FM 1141. In the past year, the solar powered cells have experienced issues with providing sufficient power to run the sirens for an entire weather event. The request is to retrofit them to utility line power. This request also includes upgrading the Compulert NexGen Software that monitors and deploys all 14 sites. The existing software is no longer supported by the manufacturer.

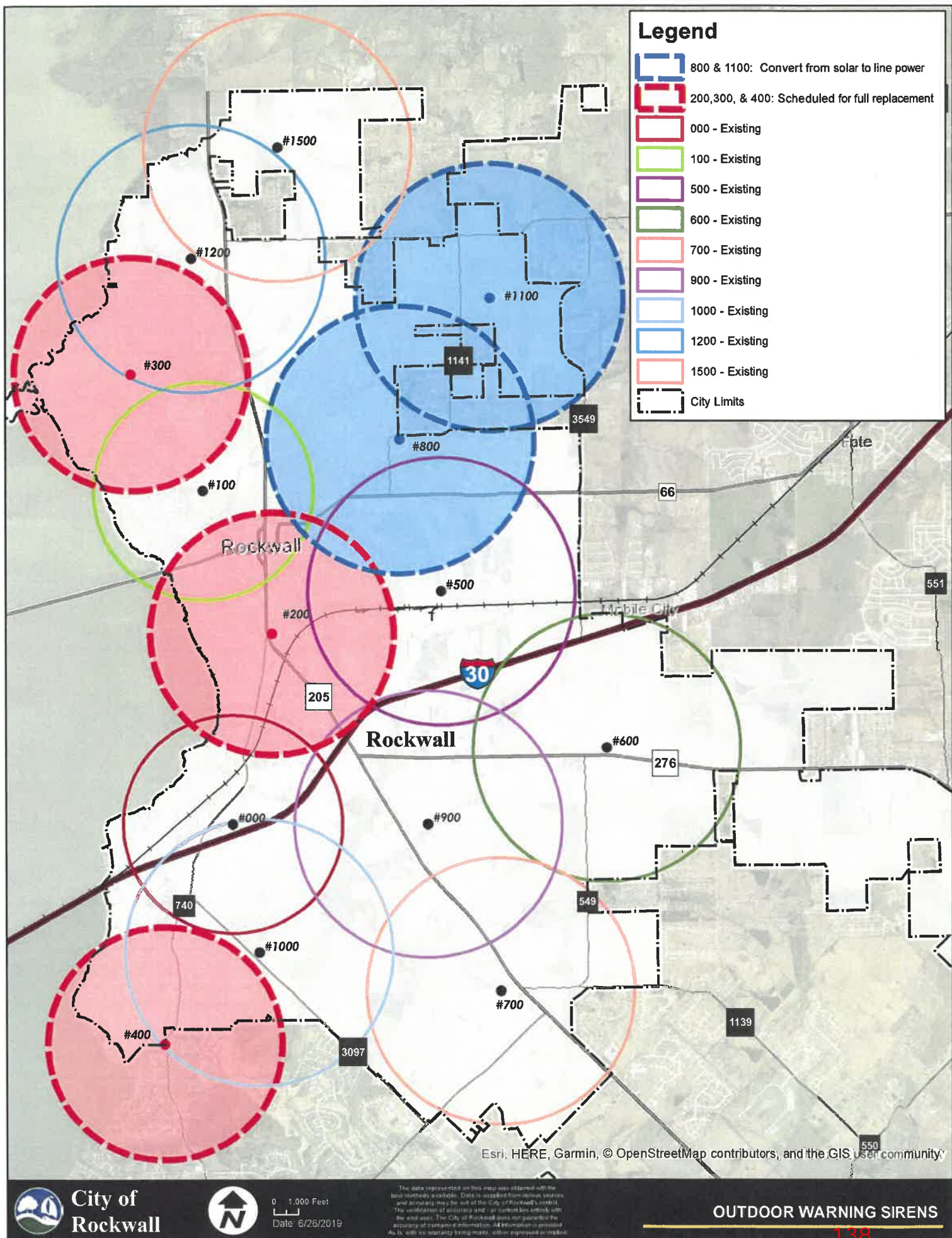
### **Summary of Costs**

- Conversion of 2 sirens from solar powered to line power: \$18,524

- Extension of utility line power to two sirens (\$5,000 each): \$10,000
- Replacement of 3 Sirens and Upgraded Software: (Emma Jane, The Shores, and Chandlers): \$89,169.28

**Total:** **\$117,693.28**

A coverage map showing the outdoor emergency warning siren system is included for reference. If approved, there is an estimated lead time for the new sirens of between 90-120 days. American Signal Corporation – Mass Notification Solutions is the City's current vendor and their proposal for this project is attached. The City Council is asked to consider approval of funds in the amount of \$117,693.28 to be funded from general fund reserves.







## THE SHORES





**EMMA JANE**

140



**CHANDLERS**





8600 W. Bradley Road, Milwaukee, WI 53224  
 Tel: (800) 243-2911  
 Tel: +1 414 358-8000  
 Fax: +1 414 358-8008  
 Web: [www.americansignal.com](http://www.americansignal.com)

Sales Person: Brad Swanson  
 Quote #: 190323-BS  
 Date: 6/21/2019

Project: Solar to AC/DC Conversion for sites C00 & D00  
 Company: City of Rockwall  
 Address: 385 S. Gollad Street  
 City, State, ZIP: Rockwall, TX, 75087  
 Country: USA  
 Contact Name: John Vermillion  
 Title: Internal Operations  
 E-Mail: [jvermillion@rockwall.com](mailto:jvermillion@rockwall.com)  
 Telephone: 972-772-6463  
 Mobile:  
 Other: TIPS# 181204

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
<b>T-128 AC/DC conversion from solar</b>					
2	2	TEMPEST™ AC/DC	AC/DC Motor Control 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray		\$ 18,374.00
3	2	RTU-DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	Included	Included
4	2	SENSOR - Current	Current Sensor, Tempest-Series	Included	Included
5	2	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	Included	Included
8	2	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	Included	Included
9	2	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	Included	Included
10	2	BATT-1 M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-128	Included	Included
12					
21					
22			<b>Installation</b>		
23	2	Install	MNS to Perform Solar Conversion - Rockwall to be responsible for providing and paying for electric service.	Included	Included
24					
25			<b>Rock Clause</b>		
27			<b>System Commissioning</b>		
28	1	Commissioning	ASC Certified Installer to Perform Start Up and Commissioning of System. Provide One (1) Day of Operational and Maintenance Training on the System		
29					
30			<b>Shipping</b>		
31			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224	\$	150.00
33			Standard ASC Warranty Applies to Order	\$	18,524.00
34			Taxes - Not Included		
35			<b>Project Totals - US Funds</b>	\$	18,524.00

25% Due with order = \$ 4,631.00

#### Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

**Validity:** This quotation is valid for 30 days from date of issuance.

**Shipping Terms:** EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

**Installation services:** If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer.

These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitations to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.



8600 W. Bradley Road, Milwaukee, WI 53224

Tel: (800) 243-2911  
Tel: +1 414 358-8000  
Fax: +1 414 358-8008  
Web: [www.americansignal.com](http://www.americansignal.com)

Sales Person: Brad Swanson  
Quote #: 190608-BS  
Date: 6/21/2019

Project: Rockwall Sites 300 & 400  
Company: Rockwall  
Address: 385 S. Goliad Street  
City, State, ZIP: Rockwall, TX, 75087  
Country: USA  
Contact Name: John Vermillion  
Title: Internal Operations  
E-Mail: [jvermillion@rockwall.com](mailto:jvermillion@rockwall.com)  
Telephone: 972-772-6463  
Mobile:  
Other: TIPS # 181204

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
<b>T-128 AC/DC</b>					
1	2	T-128-DC	Rotating Siren 129.5dB 48v DC Siren		\$ 55,551.82
2	2	TEMPEST™ AC/DC	AC/DC Motor Control 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	Included	Included
3	2	RTU--DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	Included	Included
4	2	SENSOR - Current	Current Sensor, Tempest-Series	Included	Included
5	2	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	Included	Included
6	2	MR-VHF45W	Motorola- 45 Watt Motorola VHF Radio	Included	Included
7	2	KIT-RRM	Motorola 'Radio Interface, VHF & UHF (All)	Included	Included
8	2	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	Included	Included
9	2	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	Included	Included
10	2	BATT-1 M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-128	Included	Included
11	2	PM-4	Pole Mount - Tempest T-128	Included	Included
12					
<b>Command And Control Software &amp; Hardware</b>					
14	1	NEXGen	CompuLert™ NEXGen Command and Control Server software with Google Chrome client. Requires Ubuntu LTS Server operating system, and Google Chrome for the Client	Included	Included
15	1	Server	Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor, Keyboard, Mouse. Preloaded with Ubuntu LTS and supporting environment for CompuLert™ NEXGen.	Included	Included
16					
<b>Installation</b>					
18	2	Install	Assemble Components on Existing Poles which have been inspected by certified installer. Note: Rockwall responsible to have 240 Vac, 1 Phase Power to site and Disconnect Brought to the Pole. Underground Utility Locates by Others.	Included	Included
19	1	Install	Insallation of control point and NEXGEN software (if applicable)	Included	Included
20					
<b>Other</b>					
22	1	Bid Type	Bond	\$ -	\$ -
23					
<b>Rock Clause</b>					
24		Rock Clause	During the Augering Process should Rock or some other impenetrable Substrate be encountered and a Pier Drilling Rig or Secondary Pole Site be Required an Additional Fee May Apply		\$ -
25					
<b>System Commissioning</b>					
26	1	Commissioning	ASC Certified Installer to Perform Start Up and Commissioning of System. Provide One (1) Day of Operational and Maintenance Training on the System	Included	Included
27					
<b>Shipping</b>					
28			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224		\$ 600.00
29			Standard ASC Warranty Applies to Order		\$ 56,151.82
30			Taxes - Not Included		
31			Project Totals - US Funds		\$ 56,151.82

25% Due with order = \$ 14,037.96

#### Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

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**Shipping Terms:** EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

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8600 W. Bradley Road, Milwaukee, WI 53224

Tel: (800) 243-2911

Tel: +1 414 358-8000

Fax: +1 414 358-8008

Web: [www.americansignal.com](http://www.americansignal.com)

Sales Person: Brad Swanson

Quote #: 190512-BS

Date: 6/21/2019

Project: Rockwall T-135 for Site 200  
 Company: City of Rockwall  
 Address: 385 S. Goliad Street  
 City, State, ZIP: Rockwall, TX, 75087  
 Country: USA  
 Contact Name: John Vermillion  
 Title: Internal Operations  
 E-Mail: [jvermillion@rockwall.com](mailto:jvermillion@rockwall.com)  
 Telephone: 972-772-6463  
 Mobile:  
 Other: TIPS# 181204

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
			<b>T-135 AC/DC</b>		
1	1	T-135-DC	Rotating Siren 133.5dB 72v DC Siren		\$ 32,617.46
2	1	T-135-MC-AC/DC	AC/DC Motor Control Combination T-135 - UL Listed NEMA 4X	Included	Included
3	1	RTU-DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	Included	Included
4	1	SENSOR - Current	Current Sensor, Tempest-Series	Included	Included
5	1	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	Included	Included
8	1	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	Included	Included
9	1	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	Included	Included
10	1	BATT-3M	Battery, 12V, Group 29 Set of (6) for TEMPEST™ 72Vdc T-135 DC Controls	Included	Included
11	1	PM-4	Pole Mount - Tempest T-135	Included	Included
12					
21					
22			<b>Installation</b>		
23	1	Install	ASC Certified Installer to Assemble Components on Existing Poles which have been inspected by certified installer. Note: Rockwall responsible to have 480 Vac, 3 Phase Power to site and Disconnect Brought to the Pole. Underground Utility Locates by Others.	Included	Included
28			<b>Rock Clause</b>		
29		Rock Clause	During the Augering Process should Rock or some other impenetrable Substrate be encountered and a Pier Drilling Rig or Secondary Pole Site be Required an Additional Fee May Apply		\$ -
32			<b>Shipping</b>		
33			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224		\$ 400.00
35			Standard ASC Warranty Applies to Order		\$ 33,017.46
36			Taxes - Not Included		
37			<b>Project Totals - US Funds</b>		\$ 33,017.46
25% Due with order =					\$ 8,254.37

#### Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

**Validity:** This quotation is valid for 30 days from date of issuance.

**Shipping Terms:** EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

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City of Rockwall  
*The New Horizons*

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# **Building Inspections Department Monthly Report**

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## **May 2019**

### **Permits**

**Total Permits Issued: 315**

Building Permits: 70

Contractor Permits: 245

**Total Commercial Permit Values: \$ 34,384,299.22**

Building Permits: \$6,458,700.00

Contractor Permits: \$27,925,599.22

**Total Fees Collected: \$685,938.85**

Building Permits: \$400,099.19

Contractor Permits: \$285,839.66

### **Board of Adjustment**

**Board of Adjustment Cases 1**

PERMITS ISSUED - Summary by Type and Subtype  
For the Period 5/1/2019 thru 5/31/2019

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
BANNER	6	\$0.00	\$305.00
30 DAY BANNER	5	\$0.00	\$253.50
COMING SOON	1	\$0.00	\$51.50
CLEAN SHOW	2	\$0.00	\$151.50
	2	\$0.00	\$151.50
CO	9	\$0.00	\$682.50
BUSINESS	7	\$0.00	\$531.00
INTERIOR	1	\$0.00	\$75.00
SHELL	1	\$0.00	\$76.50
COMM	26	\$6,868,889.22	\$114,463.56
CONCRETE	1	\$2,750.00	\$96.64
CONST TRAILER	3	\$1,300.00	\$304.00
ELECTRICAL	6	\$59,500.00	\$1,066.41
FENCE	1	\$3,962.00	\$35.00
IRRIGATION	2	\$37,000.00	\$71.40
MECHANICAL	3	\$61,500.00	\$911.78
MISCELLANEOUS	1	\$15,000.00	\$102.00
NEW	2	\$5,469,700.00	\$104,480.26
PLUMBING	2	\$6,850.00	\$187.62
REMODEL	3	\$974,000.00	\$6,866.75
ROOF	1	\$57,672.22	\$35.70
SWIM POOL	1	\$179,655.00	\$306.00
MISCELLANEOUS	2	\$0.00	\$0.00
ELECTRICAL	2	\$0.00	\$0.00
MULTI FAMILY	1	\$27,500,000.00	\$263,039.24
NEW	1	\$27,500,000.00	\$263,039.24
NONPROFIT SIGN	1	\$0.00	\$0.00
	1	\$0.00	\$0.00
SIGNAGE	8	\$11,410.00	\$1,053.00
DIRECTORY	1	\$500.00	\$150.00
WALL	7	\$10,910.00	\$903.00
SINGLE FAMILY	222		\$304,296.55
	1		\$110.93
ACC BLDG	4		\$540.65
ADDITION	1		\$94.00
CONCRETE	10		\$1,342.00
DECK	1		\$122.75
ELECTRICAL	4		\$1,087.58
FENCE	23		\$816.90
IRRIGATION	12		\$427.00
MECHANICAL	33		\$7,491.65
MISCELLANEOUS	1		\$35.70
NEW	49		\$286,517.11
PATIO COVER	5		\$831.75
PERGOLA	1		\$108.75
PLUMBING	28		\$1,924.96
REMODEL	2		\$486.52
RETAINING WALL	7		\$247.80
ROOF	27		\$959.00
STORM SHELTER	1		\$35.70



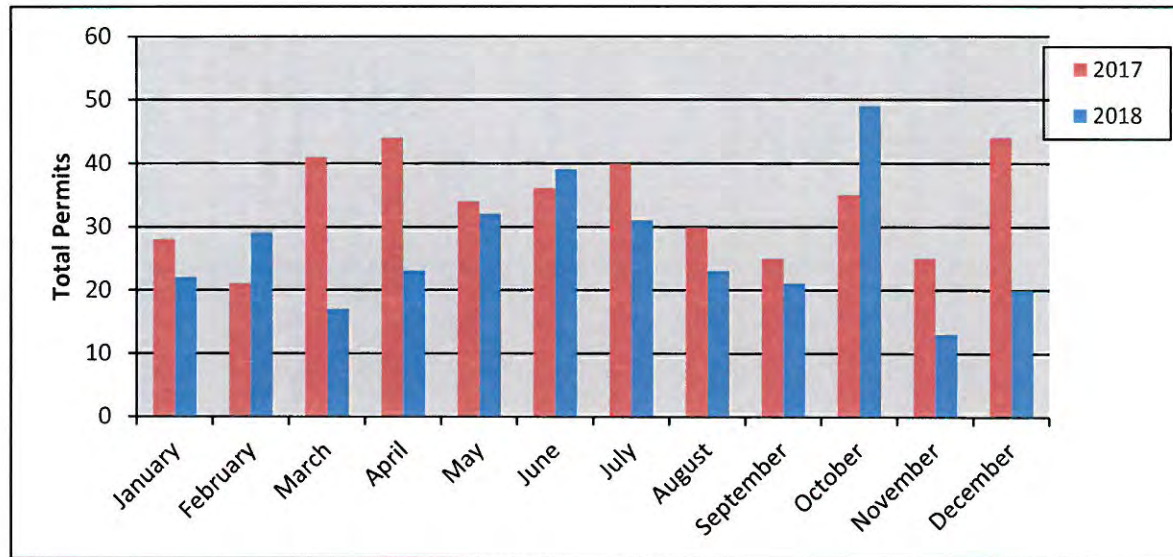
**City of Rockwall**  
**PERMITS ISSUED - Summary by Type and Subtype**  
**For the Period 5/1/2019 thru 5/31/2019**

Type / SubType	# of Permits Issued	Valuation of Work	Fees Charged
SWIM POOL	6		\$903.00
WINDOWS	6		\$212.80
SPECIAL EVENT	37	\$0.00	\$1,647.50
	37	\$0.00	\$1,647.50
TCO	1	\$0.00	\$300.00
	1	\$0.00	\$300.00
Totals:	315		\$685,938.85

## New Residential Permits

## Calendar Year

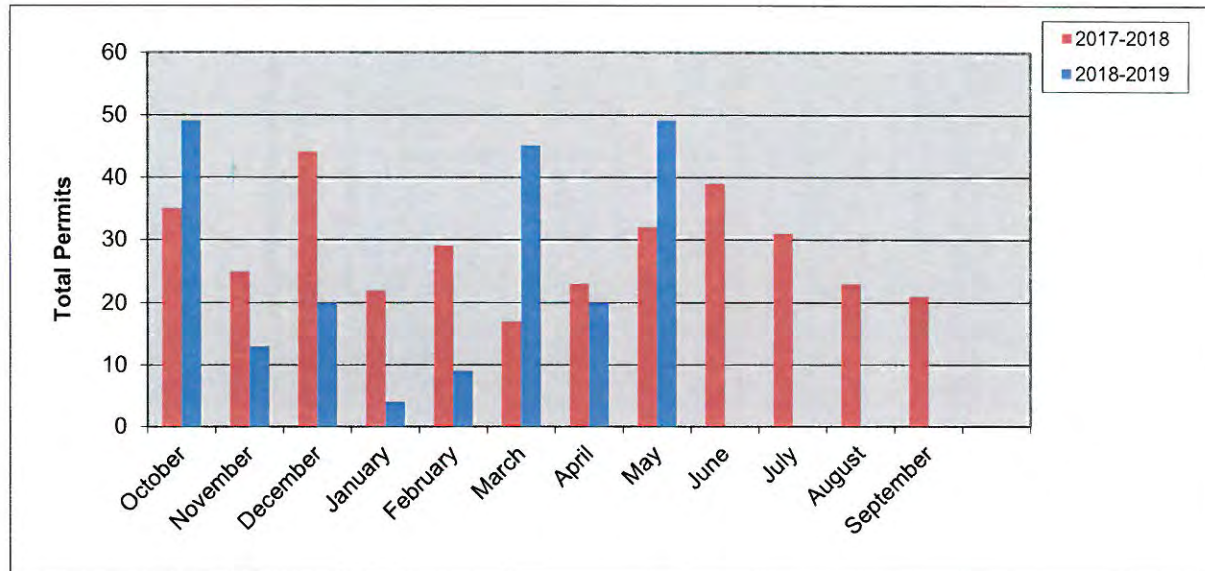
Year		
	2017	2018
January	28	22
February	21	29
March	41	17
April	44	23
May	34	32
June	36	39
July	40	31
August	30	23
September	25	21
October	35	49
November	25	13
December	44	20
<b>Totals</b>	<b>403</b>	<b>319</b>



## New Residential Permits

## Fiscal Year

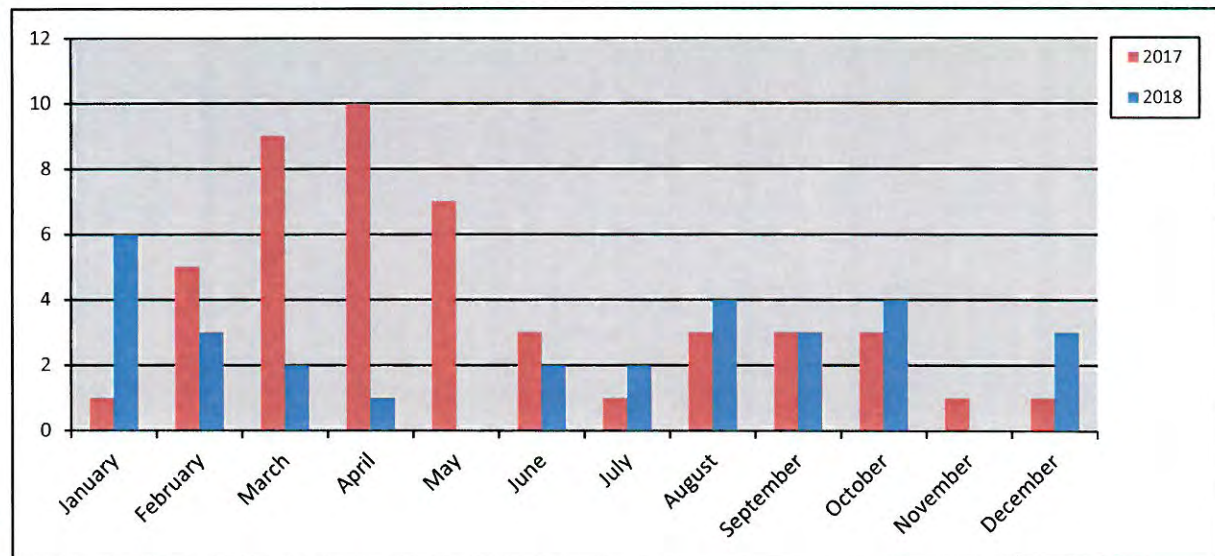
Year		
	2017-2018	2018-2019
October	35	49
November	25	13
December	44	20
January	22	4
February	29	9
March	17	45
April	23	20
May	32	49
June	39	
July	31	
August	23	
September	21	
<b>Totals</b>	<b>341</b>	<b>209</b>



## Residential Remodel Permits

## Calendar Year

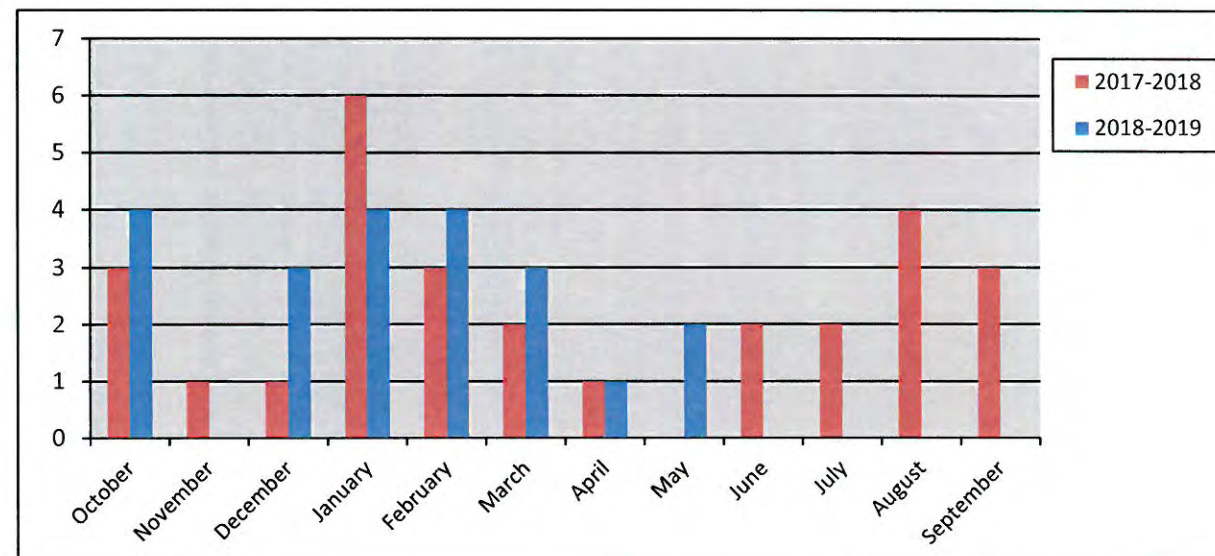
Year		
	2017	2018
January	1	6
February	5	3
March	9	2
April	10	1
May	7	0
June	3	2
July	1	2
August	3	4
September	3	3
October	3	4
November	1	0
December	1	3
<b>Totals</b>	<b>47</b>	<b>30</b>



## Residential Remodel Permits

## Fiscal Year

Year		
	2017-2018	2018-2019
October	3	4
November	1	0
December	1	3
January	6	4
February	3	4
March	2	3
April	1	1
May	0	2
June	2	
July	2	
August	4	
September	3	
<b>Totals</b>	<b>28</b>	<b>21</b>

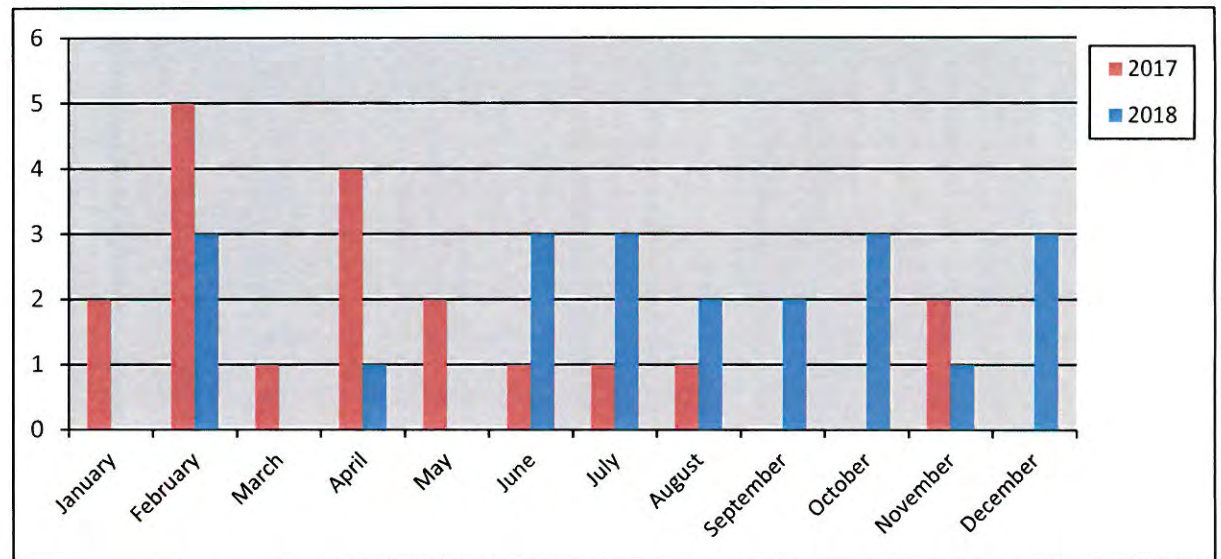




## New Commercial Permits

## Calendar Year

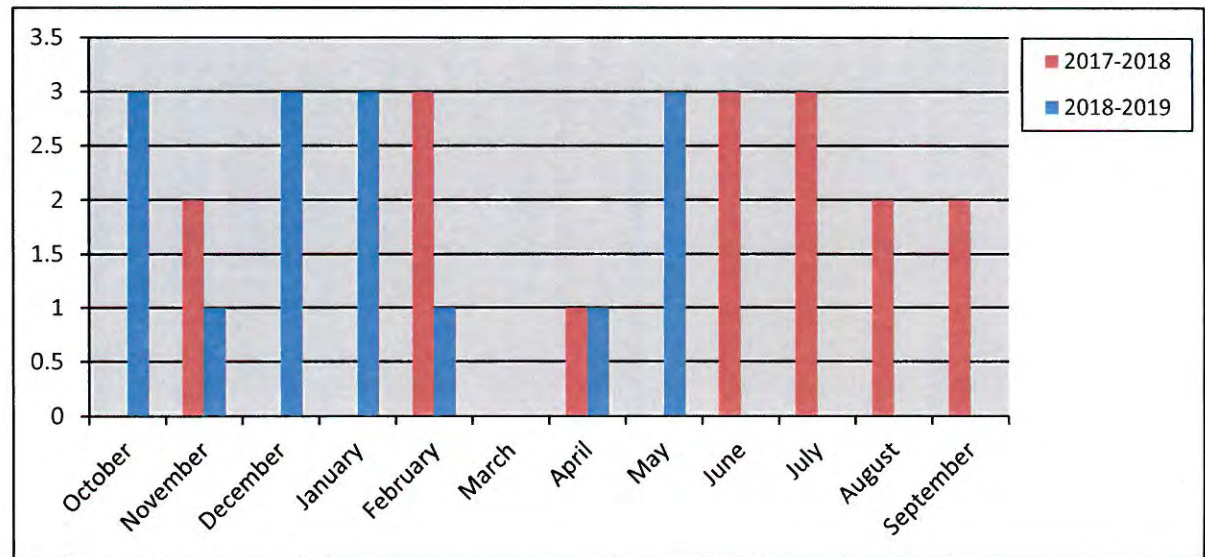
Year		
	2017	2018
January	2	0
February	5	3
March	1	0
April	4	1
May	2	0
June	1	3
July	1	3
August	1	2
September	0	2
October	0	3
November	2	1
December	0	3
<b>Totals</b>	<b>19</b>	<b>21</b>



## New Commercial Permits

## Fiscal Year

Year		
	2017-2018	2018-2019
October	0	3
November	2	1
December	0	3
January	0	3
February	3	1
March	0	0
April	1	1
May	0	3
June	3	
July	3	
August	2	
September	2	
<b>Totals</b>	<b>16</b>	<b>15</b>

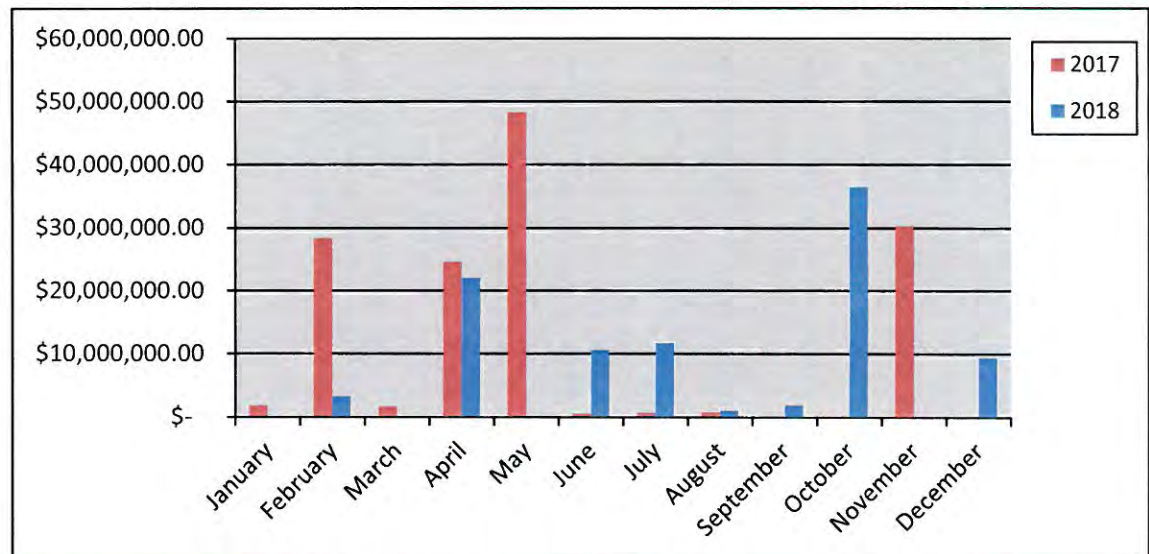




## New Commercial Value

## Calendar Year

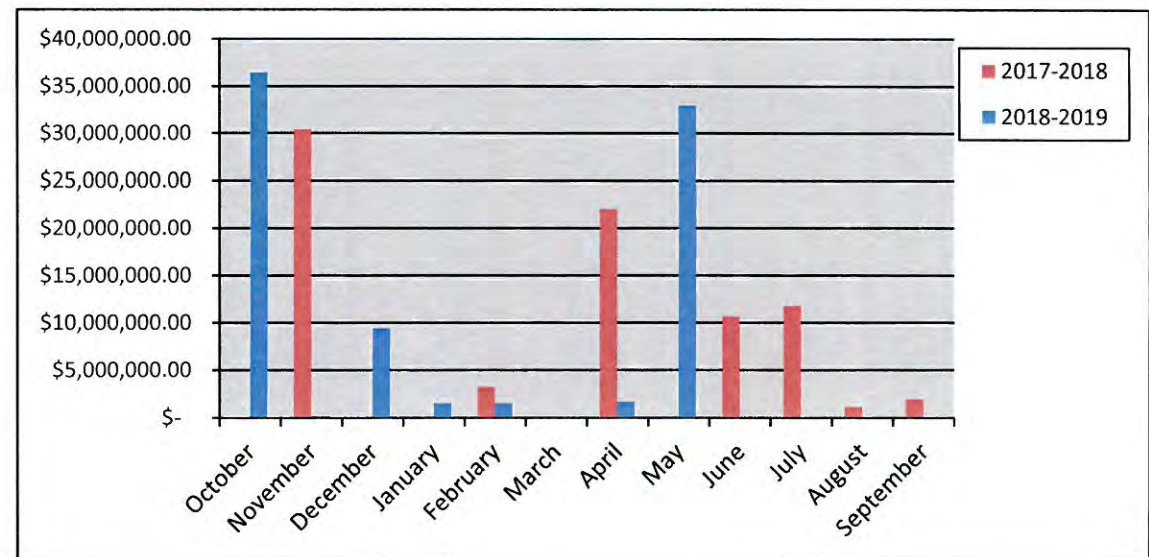
Year		
	2017	2018
January	\$ 1,800,000.00	-
February	\$ 28,400,000.00	\$ 3,221,771.00
March	\$ 1,599,026.00	-
April	\$ 24,650,000.00	\$ 22,000,000.00
May	\$ 48,300,000.00	-
June	\$ 569,400.00	\$ 10,602,430.88
July	\$ 700,000.00	\$ 11,712,500.00
August	\$ 726,506.00	\$ 1,111,950.00
September	-	\$ 1,930,813.00
October	-	\$ 36,425,000.00
November	\$ 30,390,000.00	\$ 180,000.00
December	-	\$ 9,427,800.00
<b>Totals</b>	<b>\$ 137,134,932.00</b>	<b>\$ 96,612,264.88</b>



## New Commercial Value

## Fiscal Year

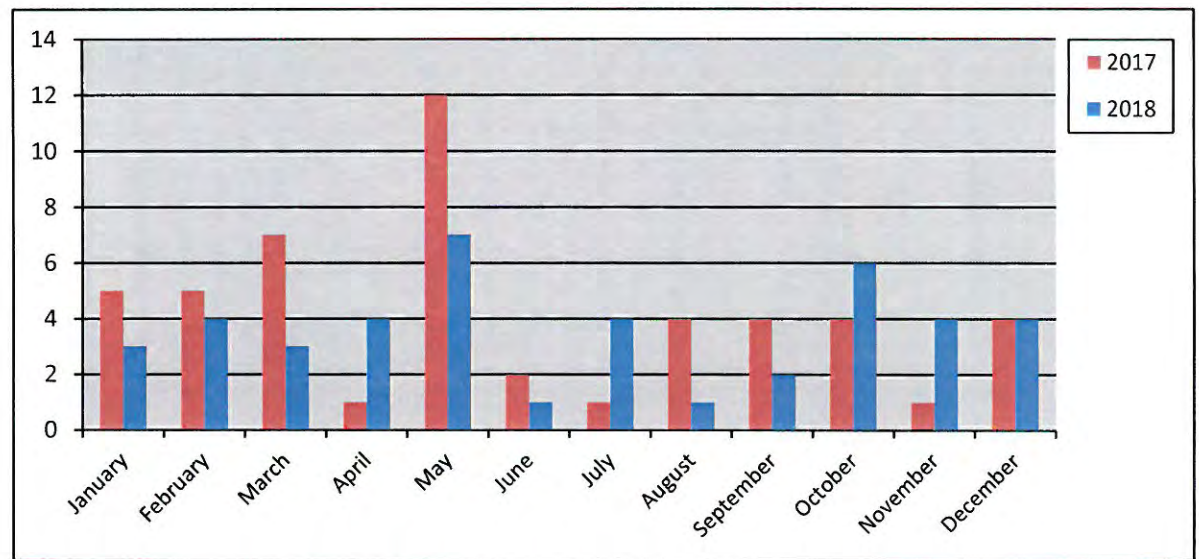
Year		
	2017-2018	2018-2019
October	-	\$ 36,425,000.00
November	\$ 30,390,000.00	\$ 180,000.00
December	-	\$ 9,427,800.00
January	-	\$ 1,530,000.00
February	\$ 3,221,771.00	\$ 1,500,000.00
March	-	-
April	\$ 22,000,000.00	\$ 1,700,000.00
May	-	\$ 32,969,700.00
June	\$ 10,602,430.88	
July	\$ 11,712,500.00	
August	\$ 1,111,950.00	
September	\$ 1,930,813.00	
<b>Totals</b>	<b>\$ 80,969,464.88</b>	<b>\$ 83,732,500.00</b>



## Commercial Remodel Permits

## Calendar Year

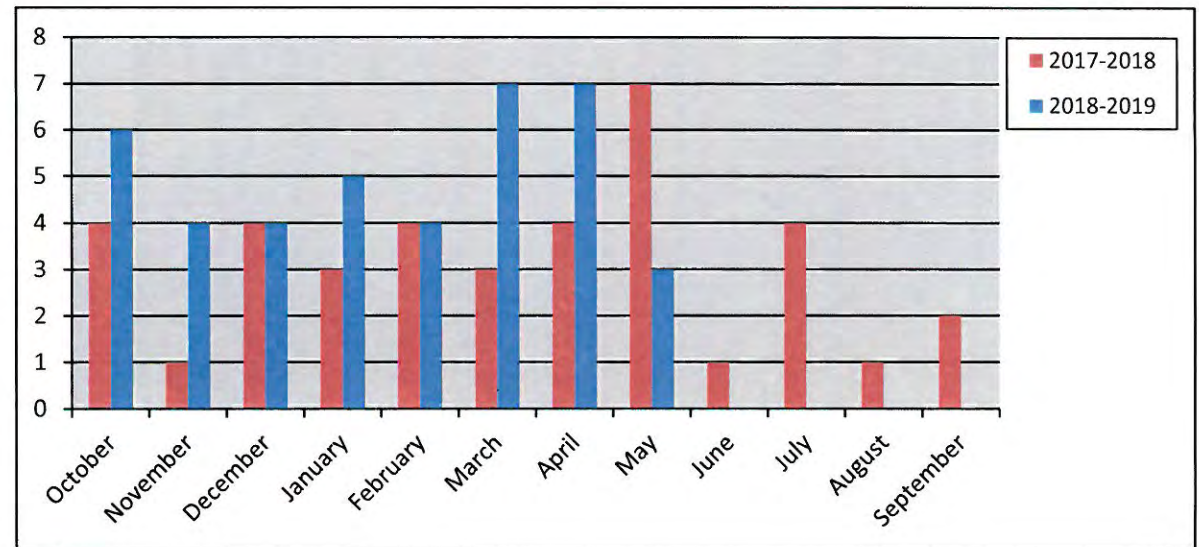
Year		
	2017	2018
January	5	3
February	5	4
March	7	3
April	1	4
May	12	7
June	2	1
July	1	4
August	4	1
September	4	2
October	4	6
November	1	4
December	4	4
<b>Totals</b>	<b>50</b>	<b>43</b>



## Commercial Remodel Permits

## Fiscal Year

Year		
	2017-2018	2018-2019
October	4	6
November	1	4
December	4	4
January	3	5
February	4	4
March	3	7
April	4	7
May	7	3
June	1	
July	4	
August	1	
September	2	
<b>Totals</b>	<b>38</b>	<b>40</b>

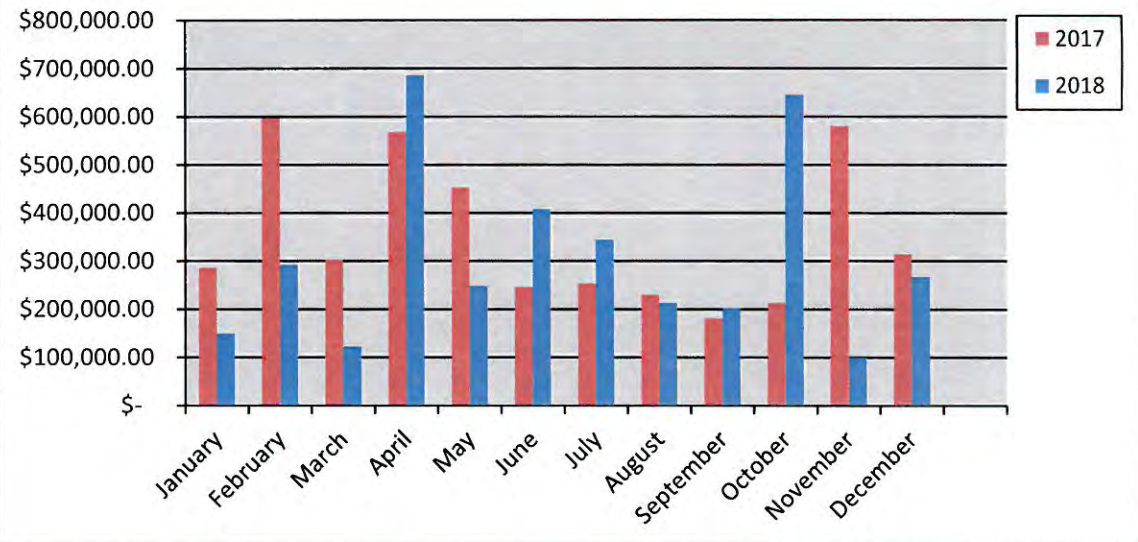




## Total Fees Collected

## Calendar Year

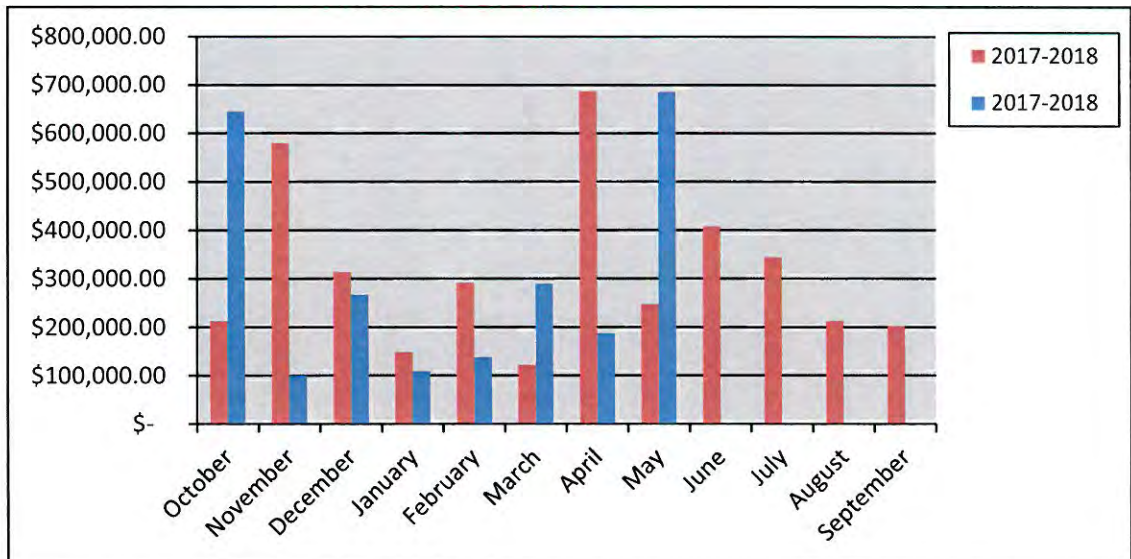
Year		
	2017	2018
January	\$ 284,774.34	\$ 149,088.54
February	\$ 595,848.26	\$ 291,324.78
March	\$ 302,406.79	\$ 122,271.28
April	\$ 566,291.24	\$ 686,154.89
May	\$ 451,389.66	\$ 247,465.55
June	\$ 244,930.08	\$ 406,799.91
July	\$ 252,374.52	\$ 343,682.23
August	\$ 229,266.56	\$ 212,643.16
September	\$ 180,561.41	\$ 201,855.47
October	\$ 212,560.59	\$ 645,511.95
November	\$ 579,208.80	\$ 99,983.92
December	\$ 313,423.19	\$ 266,328.43
<b>Totals</b>	<b>\$ 4,213,035.44</b>	<b>\$ 3,673,110.11</b>



## Total Fees Collected

## Fiscal Year

Year		
	2017-2018	2017-2018
October	\$ 212,560.59	\$ 645,511.95
November	\$ 579,208.80	\$ 99,983.92
December	\$ 313,423.19	\$ 266,328.43
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	
July	\$ 343,682.23	
August	\$ 212,643.16	
September	\$ 201,855.47	
<b>Totals</b>	<b>\$ 3,766,478.39</b>	<b>\$ 2,418,480.67</b>





**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 5/1/2019 thru 5/31/2019**

Permit Number	Permit Type	Site Address			
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name	Valuation	Total Fees	Fees Paid
CO2019-0018	CO	1470 S John King Blvd	0.00	75.00	75.00
01/28/2019	BUSINESS	4373-000A-0001-00-0R			
05/31/2019	FINALED	Marquis Rockwall			

Contact Type	Contact Name	Contact Address	Phone Number
APPLICANT	CWS Apartments	9606 N Mopac Expwy, Austin, TX 78759	(972) 722-4588
BUS OWNER	CWS Apartments	9606 N Mopac Expwy, Austin, TX 78759	(972) 722-4588
OWNER	WESTERN, RIM INVESTOI	C/O THE BLACKSTONE GROUP, NEW YORK, NY 10154	

CO2019-0034	CO	819 IH 30	0.00	76.50	76.50
03/12/2019	SHELL	4817-000A-0002-00-0R			
05/21/2019	Active	Rockwall Retail Center (Shell CO)			

Contact Type	Contact Name	Contact Address	Phone Number
BUS OWNER	Dynamic Rockwall Investme	1725 21st. St., Santa Monica, CA 90404	(214) 662-5167
BUSINESS	Rockwall Retail Center	819 IH 30 E, ROCKWALL, TX 75087	
OWNER	Dynamic Rockwall Investme	1725 21st. St., Santa Monica, CA 90404	(214) 662-5167

CO2019-0035	CO	1855 TL Townsend Dr S 104	0.00	75.00	75.00
03/13/2019	INTERIOR	4306-0000-0003-00-0R			
05/23/2019	Active	Galaxy Ranch School - Annex			

Contact Type	Contact Name	Contact Address	Phone Number
APPLICANT	Brad Larsen	1855 TL Townsend Dr. Suite 104, Rockwall, TX 75032	(214) 676-6748
BUS OWNER	Brad Larsen	1855 TL Townsend Dr. Suite 104, Rockwall, TX 75032	(214) 676-6748
BUSINESS	Galaxy Ranch School - Anne	1855 TL Townsend Dr. Suite 104, Rockwall, TX 75032	(214) 676-6748
OWNER	Brad Larsen	1855 TL Townsend Dr. Suite 104, Rockwall, TX 75032	(214) 676-6748

CO2019-0043	CO	1107 Ridge Rd	0.00	76.50	76.50
04/12/2019	BUSINESS	3570-0484-0001-00-0R			
05/07/2019	Active	Party City			

Contact Type	Contact Name	Contact Address	Phone Number
APPLICANT	PARTY CITY	1107 RIDGE RD, ROCKWALL, TX 75087	(973) 453-8600
BUS OWNER	Party City	25 Green Pond Rd, #1, Rockway, NJ 07866	(973) 453-8600
BUSINESS	Party City	1107 Ridge Rd, ROCKWALL, TX 75087	
CONTRACTOR 2	TIM DUDLEY	..	(201) 400-9690
CONTRACTOR 3	TOMAS VILLA	..	(630) 200-7316
MANAGER	KRIS RUDZINSKI	..	
OWNER	Ridge Pointe Commerical Re	2255 Ridge Road, S. 208, Rockwall, TX 75087	(972) 961-8532

**City of Rockwall**  
**PERMITS ISSUED**  
**For the Period 5/1/2019 thru 5/31/2019**

Permit Number	Permit Type	Site Address			
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name	Valuation	Total Fees	Fees Paid
CO2019-0045	CO	3084 N Goliad St 122	0.00	75.00	75.00
04/15/2019	BUSINESS	5121-000A-0001-00-0R			
05/15/2019	ACTIVE	Beautiful Nails & Spa			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	Vu Thanh Le	3084 N Goliad St #122, ROCKWALL, TX 75087	(214) 686-1965		
BUSINESS	Beautiful Nails & Spa	3084 N Goliad St #122, ROCKWALL, TX 75087	(972) 961-0404		
OWNER	Ronald G. Gentzler	15150 Preston Road #210, Dallas, TX 75248	(214) 343-4477		
CO2019-0049	CO	116 E Rusk	0.00	75.00	75.00
04/29/2019	BUSINESS	4820-000M-0001-00-0R			
05/23/2019	Active	House of Juice			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Juencio Valladaros	116 E. Rusk St, ROCKWALL, TX 75087	(469) 834-6368		
BUS OWNER	Juencio Valladaros	116 E. Rusk St, ROCKWALL, TX 75087	(469) 834-6368		
BUSINESS	House of Juice	116 E Rusk St, ROCKWALL, TX 75087			
OWNER	Hendricks 7 Properties, LLC	5903 Volunteer Place, Rockwall, TX 75032	(214) 794-7886		
CO2019-0052	CO	819 IH 30 E 130	0.00	76.50	76.50
05/02/2019	BUSINESS	4817-000A-0002-00-0R			
05/21/2019	Active	Jason's Deli			
Contact Type	Contact Name	Contact Address	Phone Number		
APPLICANT	Jason's Deli	819 IH 30 E, Rockwall, TX 75087	(409) 838-1976		
BUS OWNER	Deli Management Inc.	350 Pine St. Suite 1775, Beaumont, TX 76201	(409) 838-1976		
BUSINESS	Jason's Deli	819 IH 30 E, ROCKWALL, TX 75087			
OWNER	Dynane Rockwall Investment	319 W. Oak St. Suite 109, Denton, TX 76201	(940) 218-6684		
CO2019-0064	CO	1393 Ridge Road	0.00	76.50	76.50
05/23/2019	BUSINESS	4866-000A-0001-00-0R			
05/30/2019	Active	JP & Associates, Realtors			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	JP Piccinini	1393 Ridge Road, ROCKWALL, TX 75087	(972) 836-9295		
BUSINESS	JP & Associates, Realtors	1393 Ridge Road, ROCKWALL, TX 75087	(469) 209-3137		
OWNER	T Rockwall Commons LLC	16600 Dallas Parkway Suite 300, Dallas, TX 75248	(972) 417-5835		
CO2019-0066	CO	118 NATIONAL DR	0.00	76.50	76.50
05/28/2019	BUSINESS	0128-0000-0002-23-0R			
05/31/2019	FINALED	HyFiber Industries, LLC.			
Contact Type	Contact Name	Contact Address	Phone Number		
BUS OWNER	Rick Flores	118 National Dr., Rockwall, TX 75032	(214) 418-5006		
BUSINESS	HyFiber Industries, LLC	118 National Dr., Rockwall, TX 75032	(214) 418-5006		
OWNER	Scott Free Investments	10534 CR 2452, Royse City, Tx 75189	(469) 576-7517		

City of Rockwall  
**PERMITS ISSUED**  
For the Period 5/1/2019 thru 5/31/2019

Permit Number	Permit Type	Site Address			
Application Date	Subtype	Parcel Number			
Issue Date	Status of Permit	Permit Name	Valuation	Total Fees	Fees Paid
			Total Valuation:		0.00
			Total Fees:		682.50
			Total Fees Paid:		682.50



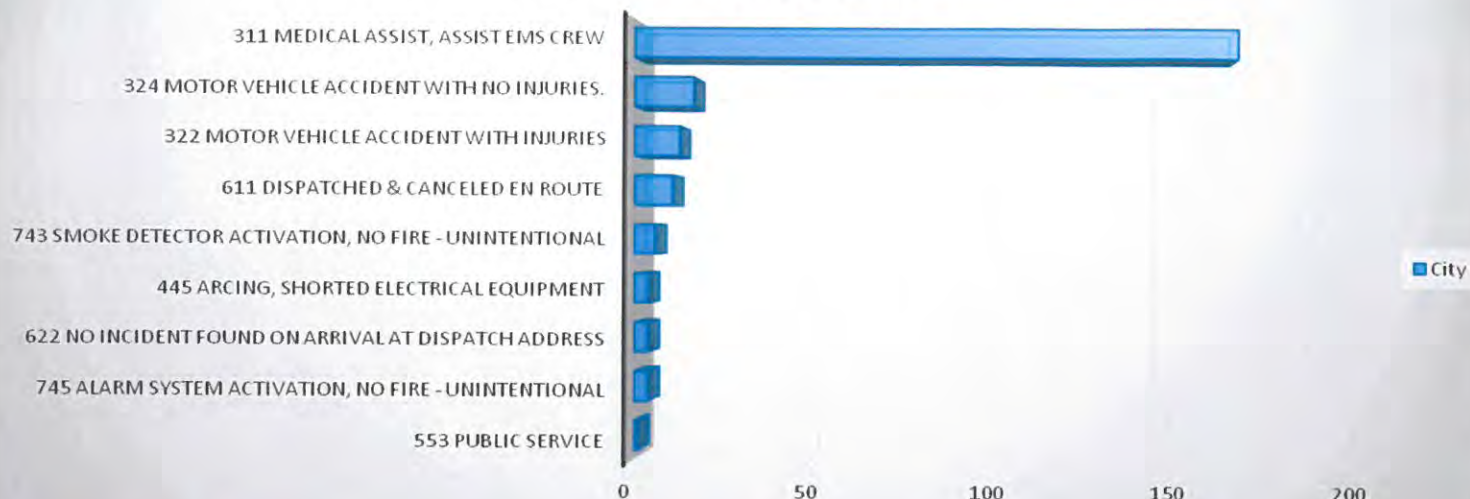
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**ROCKWALL FIRE  
DEPARTMENT**

Monthly Report  
May 2019

## Top 10 Calls May 2019



### May 2019- All Calls

Situation Type	Automatic aid given	City
111 Building fire	1	3
311 Medical assist, assist EMS crew		171
322 Motor vehicle accident with injuries		13
412 Gas leak (natural gas or LPG)		7
611 Dispatched & canceled en route		11
622 No incident found on arrival at dispatch address		4
733 Smoke detector activation due to malfunction		9
735 Alarm system sounded due to malfunction		8
743 Smoke detector activation, no fire - unintentional		6
745 Alarm system activation, no fire - unintentional		4
131 Passenger vehicle fire (cars, pickups, SUV's)		1
651 Smoke scare, odor of smoke		4
324 Motor vehicle accident with no injuries.		17
444 Power line down		3
550 Smoke Detector Battery Change/Install		5
553 Public service		1
736 CO detector activation due to malfunction		2
342 Search for person in water		2
550 Public service assistance, other		1
445 Arcing, shorted electrical equipment		4
631 Authorized controlled burning		1
731 Sprinkler activation due to malfunction		3
113 Cooking fire, confined to container		1
343 Search for person underground		1
424 Carbon monoxide incident		1
462 Aircraft standby		1
510 Person in distress, other		1
542 Animal rescue		1
554 Assist invalid		1
555 Defective elevator, no occupants		1
561 Unauthorized burning		1
652 Steam, vapor, fog or dust thought to be smoke		1
730 System malfunction, other		2
734 Heat detector activation due to malfunction		1
741 Sprinkler activation, no fire - unintentional		1
813 Wind storm, tornado/hurricane assessment		1
814 Lightning strike (no fire)		2
911 Citizen complaint		1
<b>Totals</b>	<b>160</b>	<b>298</b>



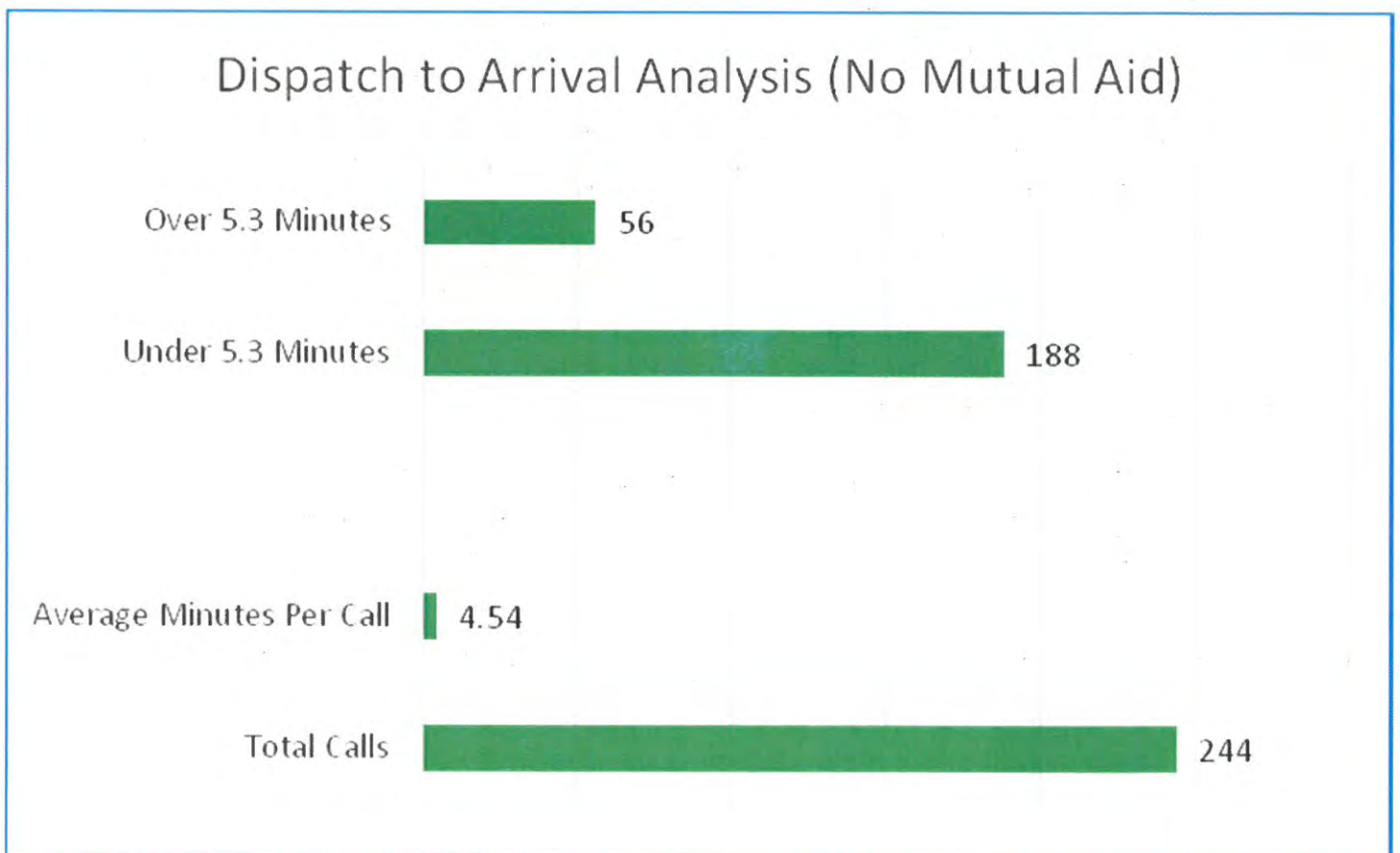
## 90% Travel Times



Travel Time Analysis- <i>By District</i> ALL- (No Mutual Aid)				Total Number of Calls	Average Travel Time Minutes	Percent of Runs per District
% 4 min or less	All Code 3 Calls					
	<u>100s</u>					
83%	On Scene in	4.0	minutes or less	77	2.96	31.56%
	<u>200s</u>					
81%	On Scene in	4.0	minutes or less	75	3.10	30.74%
	<u>300s</u>					
82%	On Scene in	4.0	minutes or less	34	3.09	13.93%
	<u>400s</u>					
76%	On Scene in	4.0	minutes or less	41	3.54	16.80%
	500s					
38%	On Scene in	4.0	minutes or less	8	5.44	3.28%
	600s					
100%	On Scene in	4.0	minutes or less	1	3.28	0.41%
	700s					
0%	On Scene in	4.0	minutes or less	4	5.13	1.64%
	800s					
67%	On Scene in	4.0	minutes or less	3	2.97	1.23%
	900s					
0%	On Scene in	4.0	minutes or less	1	6.57	0.41%
Total Calls				244		

Dispatch to Arrival Time  
May 2019

<b><i>Dispatch to Arrival Analysis-(No Mutual Aid)</i></b>				<b>Total Calls</b>
73%	On Scene in	5.3	minutes or less	188
84%	On Scene in	6.0	minutes or less	207
91%	On Scene in	7.0	minutes or less	224
94%	On Scene in	8.0	minutes or less	230
96%	On Scene in	9.0	minutes or less	236
100%	On Scene in	19.0	minutes or less	244
	<b>Total Calls</b>		<b>244</b>	







# Total Dollar Losses

May 2019



City of Rockwall  
*The New Horizon*

Rockwall Fire Department

Print Date/Time: 06/17/2019 14:08  
Login ID: rcklsdean  
Layer: All  
Areas: All

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:	\$60,000.00	\$1,000.00	\$56,434.00	\$125,715.00	\$154,494.00
Total Content Loss:	\$5,000.00	\$0.00	\$36,260.40	\$45,000.00	\$96,496.40
Total Property Pre-Incident Value:	\$206,700.00	\$400,112.00	\$281,170.00	\$4,714,306.92	\$379,230.00
Total Contents Pre-Incident Value	\$124,020.00	\$100,000.00	\$176,302.00	\$527,916.35	\$235,138.00
Total Losses:	\$65,000.00	\$1,000.00	\$92,694.40	\$170,715.00	\$65,000.00
Total Value:	\$330,720.00	\$500,112.00	\$457,472.00	\$5,242,223.27	\$614,368.00





# Fire Marshal Division

## Monthly Report - May 2019

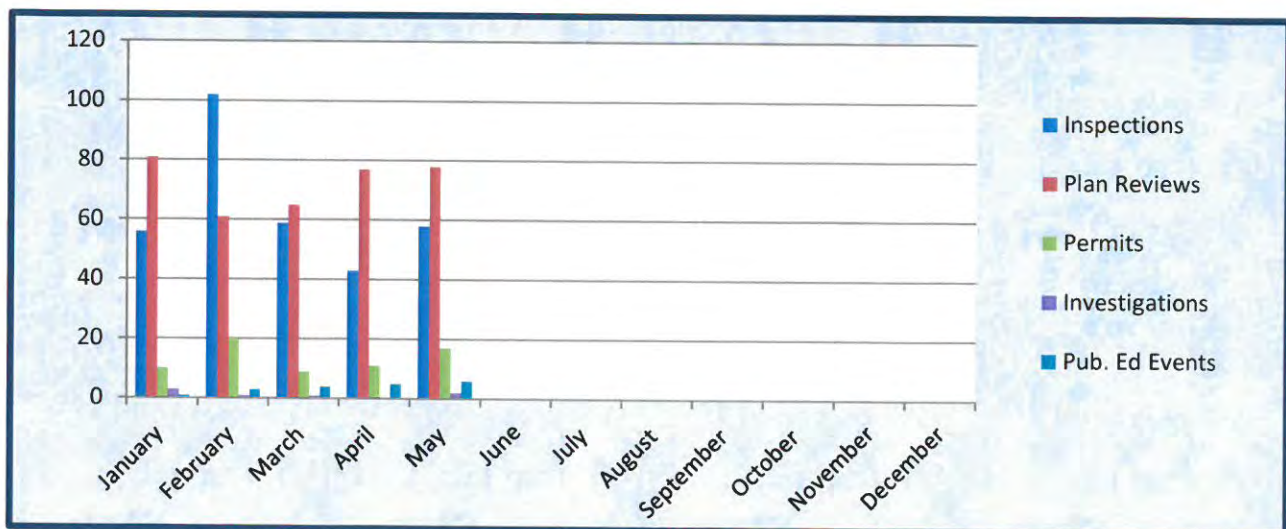
Inspection Status Report	
Finalized Inspections	25
Pending Inspections	33
<b>Total for the Month</b>	<b>58</b>

Fire Investigations Status Report	
Active Investigations	0
Closed Investigations	2
<b>Total for the Month</b>	<b>2</b>

Plan Review Report	
CO	19
COMM	38
Engineering	4
Plat	4
Site Plan	7
Single Family	1
Special Event	2
TCO	1
Zoning	2
<b>Total for the Month</b>	<b>78</b>

Fire Permit Report	
Fire Alarm	5
Fire Sprinkler	3
Fireworks	5
Tanks/Piping	1
Temp Aboveground Tank	1
Underground Sprinkler	2
<b>Total for the Month</b>	<b>17</b>

Public Education Events	
<b>Total for the Month</b>	<b>6</b>



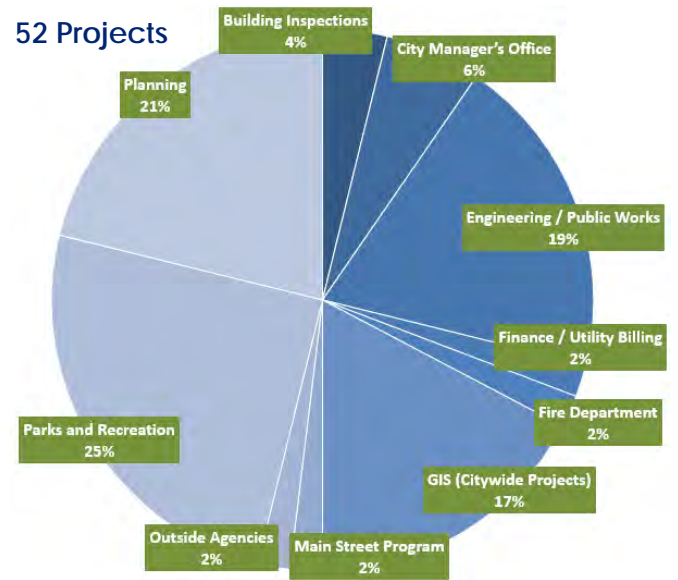
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## Key Projects:

- (1) **Outside Agencies / Citizens.** NCTCOG Request
- (2) **Engineering/Public Works.** GPS Equipment Research , Turtle Cove Mail out, E Rusk St (ROW Research), TX Dot Sign Placement Location Map, Water Line Corrections, GraniteNet Contract / Info, Service Request Inquiries, Dynamic Retail-Utilities Input, City Limits Map, Mail Outs - Aspen, Carriage, and Westway Dr.
- (3) **Planning Department.** SPR - Alum. Plant Rd Abandonment, Downtown Zoning Limit Map, ICSC Exhibits, Infrastructure Numbers Update, Planning Mail outs, Comp Plan Online Icons, South SFE Project Layout, Planning Cases, Comp Plan Online Apps - Land Use Districts, Small Area Planning, Downtown Auto Exhibit
- (4) **GIS.** 911 Addressing, ESRI Community Maps Program Update, 2504 Ridge Rd - Elec Meter Addressing Issues, NG911 New Replica & QC, Potential Consultant Project 2020, Cloudpoint Consultant Project 2019, GPS Technician Interview, Update Online Shapefiles, Cityworks PLL Pre-Kick Off Items
- (5) **Fire.** Active911 Data - Update
- (6) **Main Street.** Farmer's Market Booth
- (7) **Bldg. Inspections.** Building Permit Fees Study Data, Inspector Mail out; 1935 Silver View Lane
- (8) **City Managers Office.** Barnstormer Ln Research, Flag pole #3 Exhibit Revisions, Airport Exhibit
- (9) **Parks and Rec.** Concert by the Lake Parking Map, Founders Day Maps - Rain Plan Layout, Parachute Landing Zones, City Address List, Topo Map with UTM Grid, Fun Guide, Founders Day Maps - Food Trucks, Parking Maps, Load In/Out Map, Vendor Layout, Main Layout Map, Band Directions Map
- (10) **Utility Billing.** Trash & Recycling Address List

## Monthly Project Request by Department:

52 Projects



Admin / HR / Internal Ops	0
Building Inspections	2
Citizen Request	0
City Council	0
City Manager's Office	3
Neighborhood Improvement Services	0
Engineering / Public Works	10
Finance / Utility Billing	1
Fire Department	1
GIS (Citywide Projects)	9
IT	0
Main Street Program	1
Outside Agencies	1
Parks and Recreation	13
Planning	11
Police Department	0
REDC	0
<b>Total</b>	<b>52</b>

Over 2018 month

48.57 % ↑

## GIS Project Request (Year to Year):





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# Rockwall Police Department

## Harbor District Call For Service

May 2019

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CITY OF ROCKWALL  
INTERNAL OPERATIONS DEPARTMENT  
FACILITY MAINTENANCE REQUESTS FOR SERVICE  
MAY 2019

DEPARTMENT	# FMR REQUESTS	# FMR REQUESTS RESPONDED TO W / IN 24 HOURS	# FMR REQUESTS NOT RESPONDED TO W / IN 24 HOURS	% ON TIME
ADMINISTRATION	8	8	0	100%
ADMINISTRATIVE SERVICES	3	3	0	100%
AIRPORT	5	5	0	100%
ANIMAL SERVICES	2	2	0	100%
BUILDING INSPECTIONS / NEIGHBORHOOD IMPROVEMENT	0	0	0	0%
ENGINEERING	0	0	0	0%
FINANCE	0	0	0	0%
FIRE DEPARTMENT	49	49	0	100%
INTERNAL OPERATIONS	105	105	0	100%
MUNICIPAL COURT	12	12	0	100%
PARKS & RECREATION	13	13	0	100%
PLANNING & ZONING	4	4	0	100%
POLICE DEPARTMENT	44	44	0	100%
PUBLIC WORKS	16	16	0	100%
UTILITY BILLING	1	1	0	100%
TOTAL	262	262	0	100%

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# MAY 2019 MONTHLY REPORT



**ROCKWALL PARKS  
& RECREATION**

## PARTICIPATION



FISHING DERBY: 107 PARTICIPANTS



CONCERT BY THE LAKE SERIES: 2 - 5K  
PER CONCERT TO DATE



FAMILY FUN FRIDAY: SHORES PARK  
150 PARTICIPANTS

### MONTHLY OVERVIEW

MAY '19

Part Time Labor Hours	<b>291.5</b>
Program Offerings	<b>14</b>
Program Participants	<b>1796</b>
Resident Participants	<b>987</b>
Non-Resident Participants	<b>809</b>
Programs that Made	<b>13</b>
Cancelled Programs	<b>1</b>
% of Programs Cancelled	<b>8%</b>

### FEE BASED RESIDENT VS NON-RESIDENT

13 programs

**55%**

**45%**



# VOLUNTEER IN THE PARKS (V.I.P.)



INSTALLATION OF BUTTERFLY GARDEN AT THE PARK AT HICKORY RIDGE

TOTAL # OF VOLUNTEER HOURS

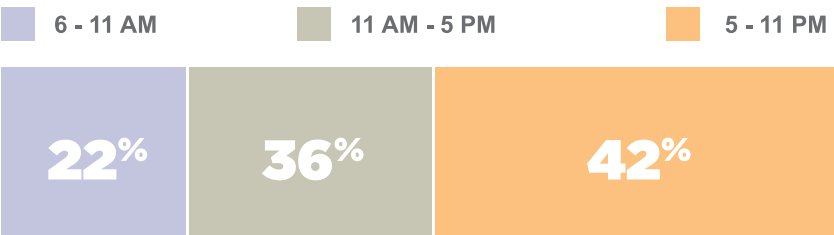
# OF VOLUNTEERS	8
# OF VOLUNTEER HOURS	3.3

25



HMCC	MAY '19
Time Blocks Rented	54
Monthly Revenue	\$2160

HMCC RENTAL ACTIVITY BY TIME BLOCK  
54 Rentals



PAVILIONS	MAY '19
Time Blocks Rented	68
Monthly Revenue	\$2720

PAVILION RENTAL ACTIVITY BY TIME BLOCK  
68 Rentals



# PARKS



## SPECIAL PROJECT:

Logo work for Angel League



## FACILITY UPGRADE:

Butterfly garden at Hickory Ridge Park



## FACILITY REPAIR:

Tuttle Flood and Erosion repairs



## MARKETING

### FACEBOOK PAGE LIKES



APR

GAIN OR LOSS

**+170**

MAY

**+311**

TOTAL LIKES THRU 5/31/2019



**13,000**

### ONLINE REGISTRATION ACCOUNTS THROUGH ACTIVE

APR

ACCOUNTS

**8165**

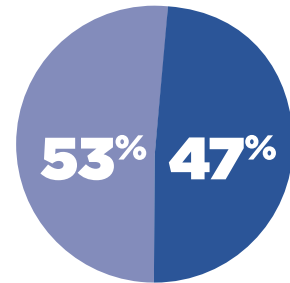
GAIN OR LOSS

**+128**

MAY

**8462**

**+297**



**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 May 2019.

**166,624**

## SESSIONS

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

**33,573**

## USERS

Visitors to playrockwall.com

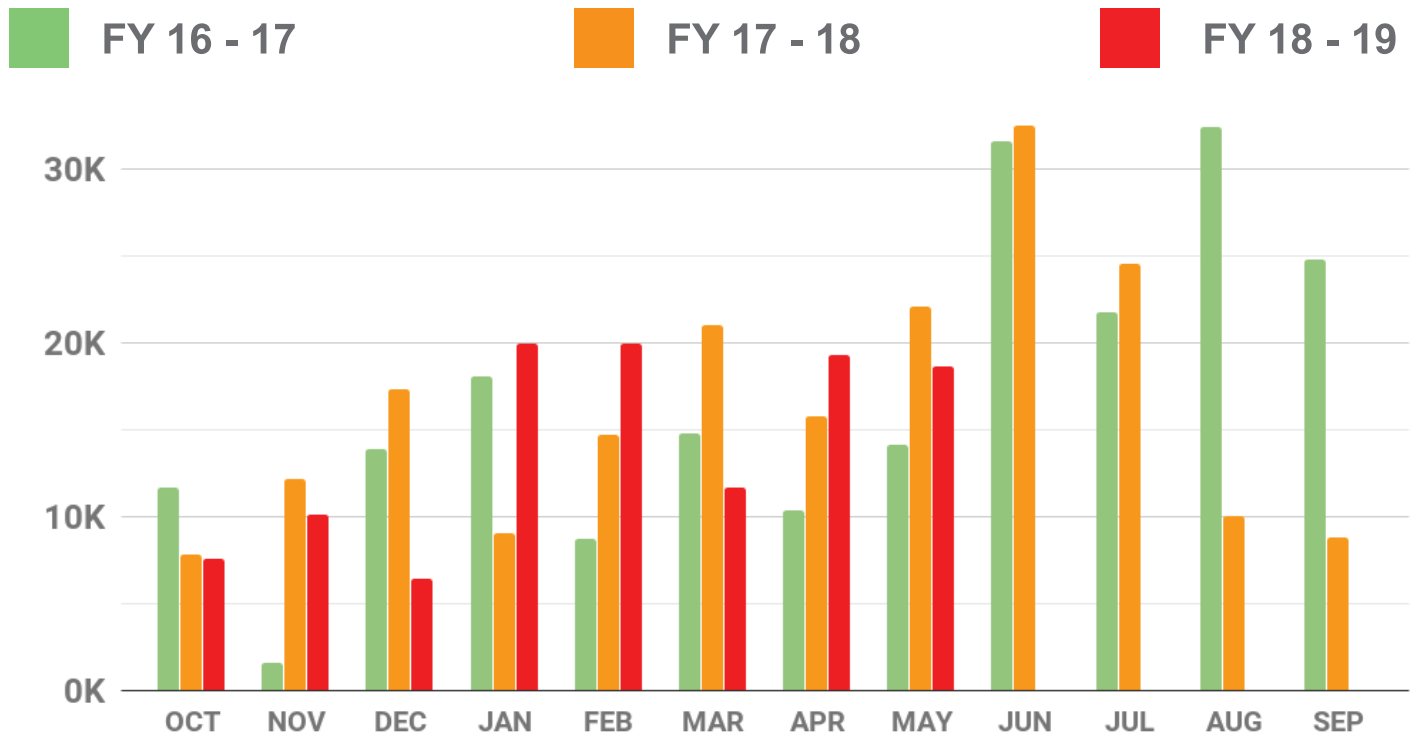
**21,718**



# REVENUE

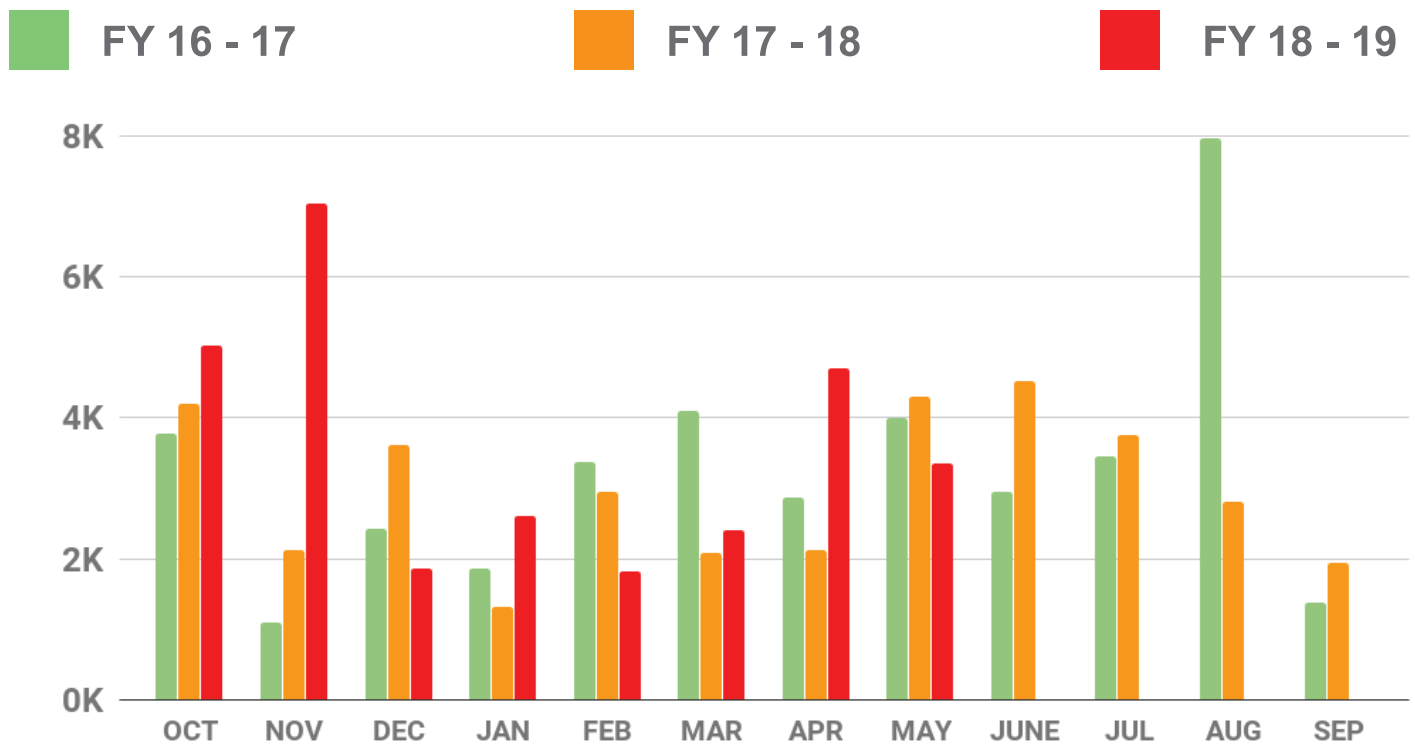
## FEE BASED PROGRAM REVENUE BY MONTH

3 fiscal years



## FACILITY REVENUE BY MONTH

3 fiscal years



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**Rockwall Adoption Center**  
**2019 Animal Statistics**

	ADOPTIONS	RESCUED	RETURN TO OWNER	EUTHANIZED	1045*	INTAKES	DISPOSITIONS	LIVE
	Total—Average	Total-Average	Total—Average	Total—Average	Total-Average			OUTCOME
<b>Jan '19</b>	57-58%	12-12%	26-27%	3-3%	0-0%	100	98	97%
<b>Feb '19</b>	59-63%	3-3%	28-30%	1-1%	0-0%	113	91	96%
<b>March '19</b>	63-68%	8-9%	22-24%	0-0%	0-0%	86	93	100%
<b>April '19</b>	38-56%	5-7%	22-32%	1-1%	2-3%	76	68	95%
<b>May '19</b>	74-65%	14-12%	18-16%	6-5%	3-3%	135	115	92%
<b>June '19</b>								
<b>July '19</b>								
<b>August '19</b>								
<b>September '19</b>								
<b>October '19</b>								
<b>November '19</b>								
<b>December '19</b>								



# Rockwall Animal Adoption Center

## PROFIT AND LOSS

May 2019

	TOTAL
Income	
4000 City of Rockwall	97,617.88
4100 Adoption Fee	
4111 Adoption Fee - Dog	4,575.00
4112 Adoption Fee - Cat	2,185.00
<b>Total 4100 Adoption Fee</b>	<b>6,760.00</b>
4200 Impound Fee	610.00
4300 Owner Surrender	685.00
4350 Quarantine Fee	246.90
4650 Medical	960.00
4700 General Donations	7,446.59
47200 Program Income	
47230 Membership Dues	25.00
<b>Total 47200 Program Income</b>	<b>25.00</b>
<b>Total Income</b>	<b>\$114,351.37</b>
GROSS PROFIT	<b>\$114,351.37</b>
Expenses	
5200 - Shelter Expense	
5202 - Micro Chip	1,248.75
5203 Medication	5,393.05
5209 - Shelter Supplies	956.08
5210 - Cleaning	170.00
5220 - Truck Maintenance	253.12
5230 - Misc	9.00
<b>Total 5200 - Shelter Expense</b>	<b>8,030.00</b>
5300 - Veterinary Expense	7,911.28
5400 - Professional Services	2,083.34
65000 5000 - Administrative Expense	
5002 - Website	57.60
5004 - Paypal/Intuit fee	216.17
5005 - Postage	133.72
5006 - Bank Fees	122.34
5040 - Retirement srvs - 401K	264.50
5050 - Payroll	24,463.82
5055 - Payroll Tax	1,829.58
5056 - 401K Employer/Healthcare	847.98
5099 - Misc	176.39
65040 5001 - Supplies	451.36
65050 5060 -Telephone, Telecomm	240.00
<b>Total 65000 5000 - Administrative Expense</b>	<b>28,803.46</b>
<b>Total Expenses</b>	<b>\$46,828.08</b>
NET OPERATING INCOME	<b>\$67,523.29</b>

	TOTAL
NET INCOME	\$67,523.29

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# Rockwall Police Department

## Monthly Activity Report

May-2019

ACTIVITY	CURRENT MONTH MAY	PREVIOUS MONTH APRIL	YTD 2019	YTD 2018	YTD % CHANGE
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### PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	1	-100.00%
Sexual Assault	2	0	7	4	75.00%
Robbery	1	2	4	3	33.33%
Aggravated Assault	3	1	9	7	28.57%
Burglary	6	4	22	16	37.50%
Larceny	66	42	245	277	-11.55%
Motor Vehicle Theft	5	2	18	20	-10.00%
<b>TOTAL PART I</b>	<b>83</b>	<b>51</b>	<b>305</b>	<b>328</b>	<b>-7.01%</b>
<b>TOTAL PART II</b>	<b>147</b>	<b>140</b>	<b>726</b>	<b>780</b>	<b>-6.92%</b>
<b>TOTAL OFFENSES</b>	<b>230</b>	<b>191</b>	<b>1031</b>	<b>1108</b>	<b>-6.95%</b>

### ADDITIONAL STATISTICS

FAMILY VIOLENCE	18	25	94	72	30.56%
D.W.I.	15	20	94	97	-3.09%

### ARRESTS

FELONY	28	31	174	156	11.54%
MISDEMEANOR	68	61	330	356	-7.30%
WARRANT ARREST	12	15	54	62	-12.90%
JUVENILE	8	3	18	31	-41.94%
<b>TOTAL ARRESTS</b>	<b>116</b>	<b>110</b>	<b>576</b>	<b>605</b>	<b>-4.79%</b>

### DISPATCH

CALLS FOR SERVICE	1634	1535	7361	6648	10.73%
-------------------	------	------	------	------	--------

### ACCIDENTS

INJURY	18	13	61	65	-6.15%
NON-INJURY	78	66	322	256	25.78%
FATALITY	0	0	0	1	-100.00%
<b>TOTAL</b>	<b>96</b>	<b>79</b>	<b>383</b>	<b>322</b>	<b>18.94%</b>

### ROCKWALL NARCOTICS UNIT

	Number of Cases	6
	Arrests	
	Arrest Warrants	1
	Search Warrants	1
	Seized	
	Cocain	2.5 Grams
	Heroin	1002.2 Grams
	Marijuana	3 Pounds
	Methamphetamine	31.6 Kilograms
	THC Oil	13.95 Kilograms

## Rockwall Police Department

### Dispatch and Response Times

May 2019

#### Police Department

Average Response Time		
<b>Priority 1</b>		Number of Calls <b>102</b>
Call to Dispatch	0:01:49	
Call to Arrival	0:06:45	
% over 7 minutes	37%	
Average Response Time		
<b>Priority 2</b>		Number of Calls <b>297</b>
Call to Dispatch	0:03:34	
Call to Arrival	0:10:39	
% over 7 minutes	61%	
Average Response Time		
<b>Priority 3</b>		Number of Calls <b>71</b>
Call to Dispatch	0:07:19	
Call to Arrival	0:14:33	
% over 7 minutes	72%	

#### 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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June 5, 2019

To: City of Rockwall

From: Ashley Berryhill, Grant Director

Re: May 2019 Demand and Response Ridership Report

**TRIP INFORMATION:**

MONTH	NO. OF SERVICE DAYS	TRIPS
MAY	22	1,906

Non-Service Days: May 27th

NO. OF TRIPS	PURPOSE
1,022	Contract Service
9	Education
0	Government
37	Medicaid
250	Medical
22	Nutrition (Senior Center)
220	Other (adult-day care, beauty salon, friend's homes, etc.)
186	Shopping
160	Work

MAY UNDUPLICATED PASSENGERS
73
YEAR TO DATE UNDUPLICATED PASSENGERS
230

<b>Adjusted Trip Total</b>	847
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\*Trip Totals without Contracts or Medicaid

> = 60	479
DIS >60	118
	597
% E & D Trip Total	70%

**FY 2019 TOTAL DEMAND AND RESPONSE TRIPS TO DATE: 13,812**

(FY 2019-SEPTEMBER 1, 2018 -AUGUST 31, 2019)

PRIOR YEAR: MAY 2018 TRIP TOTAL= 1,884 (1% INCREASE)



ROCKWALL CITY	1Q	2Q	3Q	4Q	PURPOSE TOTALS
CONTRACT	1,015	1,936	3,334	0	6,285
EDU	77	74	83	0	234
GOV	5	8	2	0	15
MDE	219	245	115	0	579
MED	632	605	695	0	1,932
NUT	34	43	60	0	137
OTH	544	594	696	0	1,834
SHP	533	380	437	0	1,350
WORK	464	479	503	0	1,446
	3,523	4,364	5,925	0	13,812

ROCKWALL CITY	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
(UPT) Unlinked Passenger Trips	1,413	1,225	885	743	1,206	2,415	2,333	1,686	1,906				13,812	1,535
	704	919	885	743	871	814	888	819	884	0	0	0	7,527	627
CONTRACT	709	306	0	0	335	1,601	1,445	867	1,022				6,285	698
EDU	0	41	36	12	17	45	29	45	9				234	26
GOV	1	2	2	4	2	2	0	2	0				15	2
MDE	62	69	88	90	90	65	42	36	37				579	64
MED	171	235	226	200	203	202	228	217	250				1,932	215
NUT	10	11	13	17	12	14	22	16	22				137	15
OTH	130	247	167	161	209	224	264	212	220				1,834	204
SHP	171	139	223	135	148	97	172	79	186				1,350	150
WORK	159	175	130	124	190	165	131	212	160				1,446	161
TOTAL DR TRIPS	1,413	1,225	885	743	1,206	2,415	2,333	1,686	1,906	0	0	0	13,812	1,151

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
Medicaid	62	69	88	90	30	65	42	36	37	0	0	0	579	48
Lakepointe Church Contract	709	306	0	0	335	1,601	1,445	867	1,022				6,285	698
Nursing Home Contracts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Charters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	771	375	88	90	425	1,666	1,487	903	1,059	0	0	0	6,864	572

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
Adjusted Trip Total	642	850	797	653	781	749	846	783	847	0	0	0	6,948	43,511
*Trip Totals without Contracts or Medicaid														

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
> = 60	345	477	393	375	424	447	470	464	479				3,874	430
DIS <60	142	167	137	108	156	115	161	125	118				1,229	137
	487	644	530	483	580	562	631	589	597	0	0	0	5,103	425
% of Adjusted Trip Total	76%	76%	66%	74%	74%	75%	75%	75%	70%	#DIV/0!	#DIV/0!	#DIV/0!		

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS	Avg
GENERAL PUBLIC	155	206	267	170	201	187	215	194	250	0	0	0	1,845	154
% of Adjusted Total	24%	24%	34%	26%	26%	25%	25%	25%	30%	#DIV/0!	#DIV/0!	#DIV/0!		

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
DOS	19	23	20	19	21	19	21	21	22				185
NoShow/Cancel	527	474	476	370	456	369	483	489	368				4,012
UNDUPLICATED M2M	82	88	94	80	91	78	89	74	73				749
UNDUPLICATED YTD		114	144	161	187	202	213	222	230				1,473

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
Subscription Trips	323	440	360	319	437	388	438	439	434				3,578
Percent Subs of Total Trips	23%	36%	41%	43%	36%	16%	19%	26%	23%	#DIV/0!	#DIV/0!	#DIV/0!	
SUBS Can/NoShow	119	136	210	211	261	201	235	234	206				1,813

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June 5, 2019

TO: City of Rockwall

FROM: Ashley Berryhill, Grant Director

Re: STAR Transit Third Quarter FY 2019 Demand Response

**TOTAL TRIPS FOR 3RD QUARTER = XXX**

Days of Service: March 1, 2019 – May 31, 2019, 64 Service Days

Holidays: 2 Days  
April 19  
May 27

MONTH	NO. OF SERVICE DAYS	TRIPS
MARCH	21	2,333
APRIL	21	1,686
MAY	22	1,906
	<b>64</b>	<b>5,925</b>

NO. OF TRIPS	PURPOSE
83	EDUCATION
2	GOVERNMENT
115	MEDICAID
695	MEDICAL
60	NUTRITION
696	OTHER
437	SHOPPING
503	WORK
3,334	CONTRACT SERVICE

ELDERLY AND DISABLED RIDERSHIP	
404	Disabled Trips
1,413	Elderly (&/or Dis) Trips

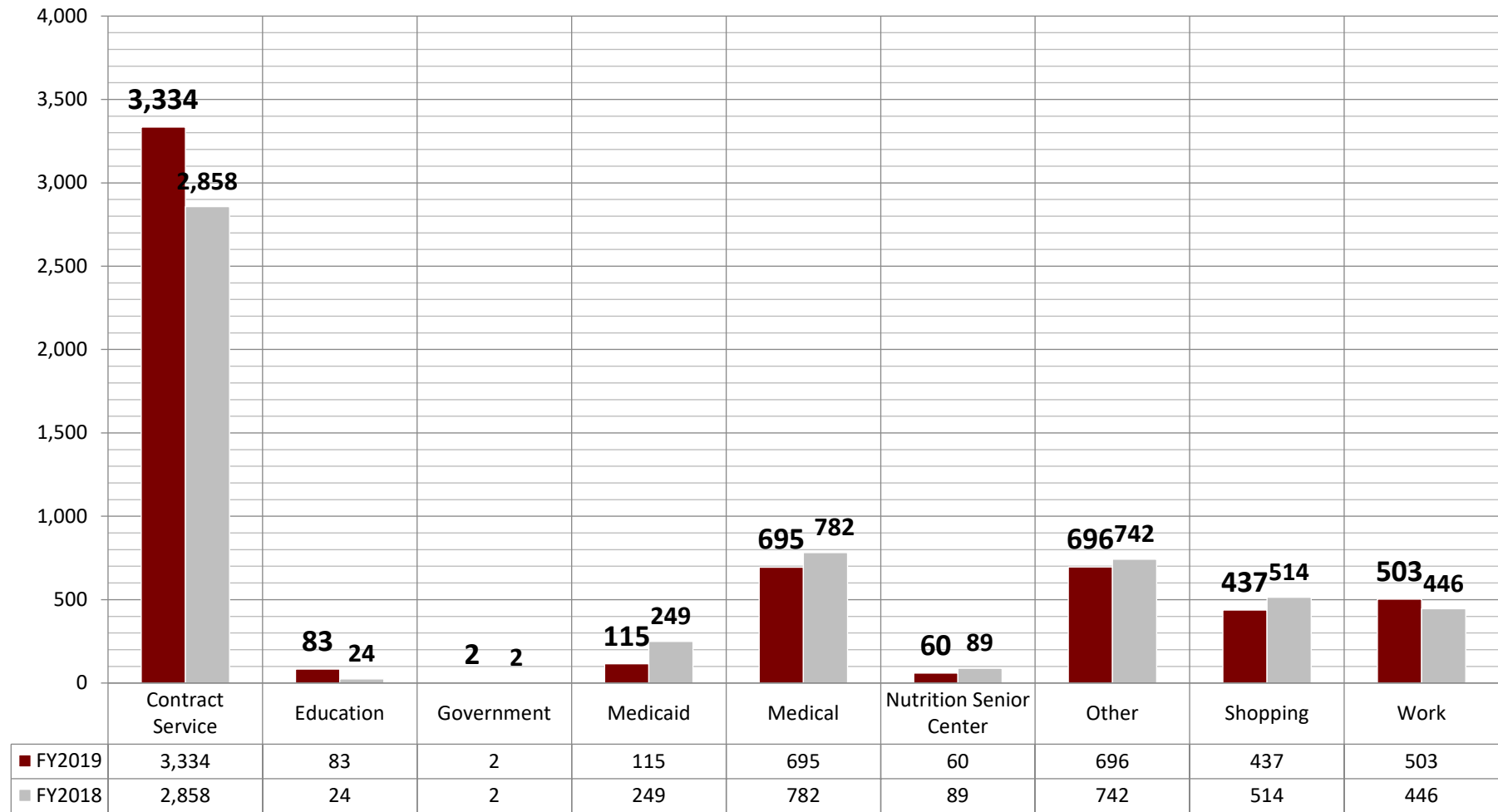
*1,817 E & D Total Rides*

E & D Percent of Public Transportation – 70%

FY 2019 Year to Date Total Rides – 13,812

Prior Year FY2018 3rdQ Total Rides – 5,706 (4% Increase)

### 3RD QUARTER COMPARISON OF FY19 TO FY18





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